



CALL NO. 200

CONTRACT ID. 251102

JEFFERSON COUNTY

FED/STATE PROJECT NUMBER STP 5137 (039)

DESCRIPTION EASTWOOD CUTOFF RD. TO ROCKCREST WAY (US 60)

WORK TYPE GRADE & DRAIN WITH ASPHALT SURFACE

PRIMARY COMPLETION DATE 10/31/2025

LETTING DATE: January 23,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME January 23,2025. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 7%

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 - 251102
STP 5137 (039)
COUNTY - JEFFERSON
PCN - DE05600602502
STP 5137 (039)

EASTWOOD CUTOFF RD. TO ROCKCREST WAY (US 60) WIDEN US 60 TO THREE LANES FROM EASTWOOD CUTOFF RD. TO ROCKCREST WAY, A DISTANCE OF 0.41 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 05-08952.00.
GEOGRAPHIC COORDINATES LATITUDE 38:14:01.00 LONGITUDE 85:27:22.00
ADT 24,500

PCN - DE05628412502
STPM 3001 464

MET EASTWOOD EXTENSION (US 60) SHARED USE PATH ALONG US 60 FROM EASTWOOD CUTOFF EASTWOOD RECREATION CENTER, A DISTANCE OF 0.34 MILES.SIDEWALK CONSTRUCTION SYP NO. 05-00525.00.
GEOGRAPHIC COORDINATES LATITUDE 38:14:04.00 LONGITUDE 85:27:31.00
ADT

COMPLETION DATE(S):
COMPLETED BY 10/31/2025 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

INSURANCE

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

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the

Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

BOYCOTT PROVISIONS

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

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

LOBBYING PROHIBITIONS

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

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

Revised: 1/1/2025

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

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

10/26/2023

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

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

Date Submitted:_____

Contractor:_____

Signature:_____

Printed Name:_____

Title:_____

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

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

ASPHALT MIXTURE

Unless otherwise noted, the Department estimates the rate of application for all asphalt mixtures to be 110 lbs/sy per inch of depth.

INCIDENTAL SURFACING

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

SPECIAL NOTE FOR PARCEL NO 11

A Singulair Green wastewater treatment system is installed on Parcel No. 11. This system is not to be disturbed, and it is identified on the project plans. The discharge line for the treatment system drains into the existing side ditch along the east side of Gilliland Road. Water draining out of the discharge line has been treated and is not harmful.

No equipment is to track across the discharge line, and no materials are to be stored on top of the discharge line. The discharge line is a gravity line and positive drainage shall be maintained through the discharge line at all times. Maintain positive drainage while the proposed ditch is being constructed. Trim the discharge line to match the backslope of the ditch and insure that this line has positive drainage. All work necessary to set the outlet of the discharge line and to trim the line is incidental to the contract pay item "Roadway Excavation".

**SUPPLEMENTARY SPECIFICATIONS
KYTC 05-8952-US60 ROAD WIDENING AT GILLILAND ROAD
WATER MAIN REPLACEMENT PROJECT
LWC PROJECT 17xxx**

PROJECT LIMITS

Limits of the referenced project includes; **US 60** from a point just east of the intersection of Gilliland Rd. and along **US60** to a point approximately 1,000' feet west of Gilliland Rd. and along **Gilliland Rd.** from US60 to a point approximately 425' north and along Eastwood Cutoff Rd. from Gilliland Rd. to a point approximately 300' east and along Highland Ave from US60 to a point approximately 200' north. See plans for location.

PROJECT SUMMARY

Louisville Water Company is requesting Bids for the supply and install a total of **2405+/- linear feet** of water main using traditional trench installation techniques, including **380+/-** linear feet of 16-inch Pressure Class 350 ductile iron water main, **1545 +/-** feet of 12-inch Pressure Class 350 ductile iron water main, **245 +/-** feet of 8-inch Pressure Class 350 ductile iron water main and **235 +/-** feet of 6-inch Pressure Class 350 ductile iron water main paralleling US 60, Gilliland Rd. and Eastwood Cutoff Rd, including all appurtenances. Also included with the project are the cut and plugs, and the restoration on/along Project Limits.

SCOPE OF WORK

1. Supply and install **280 +/-** linear feet of 16-inch Pressure Class 350 ductile iron water main, along **US60.**
2. Supply and install **100 +/-** linear feet of 16-inch Restrained Joint Pressure Class 350 ductile iron water main, along **US60.**
3. Supply and install **1485 +/-** linear feet of 12-inch Pressure Class 350 ductile iron water main, along **US60, Gilliland Rd. and Eastwood Cutoff Rd.**
4. Supply and install **60 +/-** linear feet of 12-inch Restrained Joint Pressure Class 350 ductile iron water main, along **US60.**
5. Supply and install **150 +/-** linear feet of 8-inch Pressure Class 350 ductile iron water main, along **US60 and Gilliland Rd.**
6. Supply and install **95 +/-** linear feet of 8-inch Restrained Joint Pressure Class 350 ductile iron water main, along **US60.**
7. Supply and install **135 +/-** linear feet of 6-inch Pressure Class 350 ductile iron water main, along **Highland Ave.**

8. Supply and install **100 +/-** linear feet of 6-inch Restrained Joint Pressure Class 350 ductile iron water main, **across US60 at Highland Ave.**
9. Supply and Install **90+/-** liner feet of 30-in steel casing pipe
10. Supply and Install **90+/-** liner feet of 16-in steel casing pipe
11. Supply and Install **2** Fire Hydrants & remove **2** Fire Hydrants
12. Supply and Install **5** small **Short** services
13. Supply and Install **8** small **Long** services
14. Relocation is being completed and bid with the KYTC roadway improvements. Water line contractor is responsible for proper main installation, testing and approval.
15. Provide traffic control including policing, barricades, signs, warning devices, flaggers, etc. Provide Traffic Plans necessary for permit approval, if not already granted by KYTC.
16. Ground Restoration and cleanup work, including seed and straw, straw blanket w/ seed and/or sod in grassy areas shall be performed by a licensed Landscaping Company. See additional information regarding Site Restoration in Restoration section following. Contractor is responsible to coordinate restoration with the prime roadway contractor and KYTC on site representative.
17. Installation of sedimentation and erosion control measures per MSD standards including submittal of control plan and obtaining the necessary permits and approval.
18. Perform all site work, utility relocations, and all other work required to complete the project. Normal work shall be based on KYTC Permits. In some cases, the permitting authorities restrict work hours from 9am to 3pm. Longer hours may be applied for, upon request, but all work must adhere to the final permitted hours and conditions. No additional payment will be made if the permitting authorities restrict work hours.
19. Contractor shall not mobilize until Preconstruction meeting has been completed, shop drawings approved, Preconstruction Video completed and submitted, and contractor has received approval from Project Manager that all easements have been granted and are OK for construction to begin and permits approved. The contractor must abide by Special Conditions of Easements if applicable.

GENERAL INFORMATION

20. The contractor is bound by and shall comply with the provisions of the "Louisville Water Company Technical Specifications and Standard Drawings for 4' – 20' Pipeline Construction" (2022 Edition) which shall govern work on this project. The spec book can be found and downloaded on the Webb at "LouisvilleWater.Com" under "Work With Us" tab. All materials shall be supplied and installed by the contractor. Louisville Water Company will not supply any material, except if needed; meters and composite meter vault lids.

MATERIAL TO BE SUPPLIED BY THE CONTRACTOR

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

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

TRAFFIC CONTROL

27. A road permit will be required for work performed within the ROW limits. The contractor shall submit traffic control plans to the LWC Project Manager prior to permit submittal. The permits will be obtained by the LWC Project Manager prior at the start of work. A minimum of 21 working days advance notice of the need for a permit shall be provided to the LWC Project Manager. Copies of these permits, along with the approved traffic control plan, shall be onsite, readily available, legible, and prominently displayed in all construction vehicles used at the project site. No construction work shall start until these permits are obtained and provided to the contractor by LWC.
28. Traffic control plans will be required by permitting authorities and shall be provided by the contractor to LWC prior to the permit request. The plan shall be drafted utilizing "RapidPlan" software or approved equal and shall be in accordance with the KYTC and/or Oldham County regulations and templates. Hand drawn plans, sketches and notes will not be accepted. The contractor shall also submit a project schedule for all streets, at time of permit request. The traffic control plan along with permit dates from the project schedule, will be submitted by LWC to the respective agencies with the requested permit.
29. Traffic control shall be provided by the Contractor in accordance with the Manual for Uniform Traffic Control Devices (MUTCD).
30. Contractor shall restore roads per KYTC and/or Oldham County standards. Contractor shall remove all utility markings from the work area.
31. Specific traffic control signage referencing lane blockages, detours, flaggers, etc. shall be removed from the site or covered when not in use. Signs that provide general messages such as "Construction Ahead" shall be left in place throughout the completion of this project.

32. The Contractor shall be responsible for establishing temporary “No Parking” zones. The zones shall be confined to the immediate work area and appropriate transition zones, and shall be limited in duration to the length of time work is actually performed in that area.
33. All construction vehicles shall be legally parked. Privately owned vehicles including vehicles owned by the construction crew shall not be parked in the “No Parking” zones.

VIDEO RECORDING / PRECONSTRUCTION PICTURES

34. Please refer to section 1.6 of the LWC Technical Specifications 2022 for Video Recording. In addition, video recording shall be provided in digital format on a USB flash drive prior to start of construction.

SITE WORK

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

RETURN OF USED HYDRANTS

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

EXCAVATION

38. Excavation on this project shall be unclassified.

39. Rock shall be removed using mechanical methods (backhoe, hoe ram, or rock trenching machine). Blasting shall not be permitted.

CUSTOMER SERVICES

40. All existing 5/8" services shall be renewed with 3/4" service line.
41. All double setter meters shall be relocated. Each service shall be renewed and installed with its own meter vault and individual service line back to the water main. Each service shall be reconnected to the existing private customer service at the property line if possible. In some cases, it may not be practical to connect to the private service line at the property line. The contractor shall anticipate the requirement of additional service line and shall install new service line by digging on the private side until the service line is located at no additional cost to Louisville Water. All work on private property and for additional service line shall be completed by a licensed plumber at no additional cost to Louisville Water.
42. Contractor shall not use couplings while installing service lines under paved areas. Full length of service line shall be installed under paved surfaces.
43. The renewal/relocation of lead services shall require the contractor to identify the property line location, which is usually a few feet away from the meter vault, and excavate the service line. If the property line connection is not found, the contractor shall seek permission from the property owner to excavate on private property. The contractor shall continue to excavate up to 10 foot beyond the suspected property line location onto private property in an effort to find the connection and determine the customer's service line material. If the service line is not found the contractor shall seek permission to enter basement or crawl to determine material at Point of Entry (POE).

LWC Inspector will verify the service line material on the customer side of the property line connection.

If the material on the customer side is not lead, then the Contractor shall renew/relocate the entire LWC service line from the main to the customer's connection.

If the material on the customer side is lead, then LWC Inspector will contact the customer to make them aware of the replacement work to be completed by LWC and the existence of lead on the customer's side of the service line. The LWC Inspector shall also inquire if customer is willing to replace the customer's lead service line.

1. If the customer is willing to replace their private lead service line, the Contractor will coordinate the renewal/relocation of LWC's lead service line with the customer's plumber.
2. If the customer is not willing to replace their lead service line and the service is to be renewed, then the contractor shall only renew the service from the water main to the meter vault. This shall be noted on the Installation Data Sheet.
3. If the customer is not willing to replace their lead service line and the service is to be relocated, then the contractor will replace the entire LWC lead service line from the main to the customer's connection and install a dielectric between the end of the new LWC service tail piece and the Customer's lead service line. The dielectric will be composed of a 24" section of like diameter Schedule 80 PVC pipe and a plastic universal transition coupling (supplied by LWC). If the customer's service line is less than 10 feet in length as measured from the building to the dielectric connection, then LWC will retain a licensed electrician to install an appropriate grounding system before service is relocated.
44. If the contractor encounters a customer's service line whose material is corroded galvanized and it is found to be difficult to make the connection, the contractor shall seek permission from the property owner to excavate onto the private property. The contractor shall continue to excavate up to 10 feet beyond the property line location on the private property in an effort to find non-deteriorated line to tie into the tailpiece. All work on private property and for additional service line shall be completed at no additional cost to Louisville Water.
45. All service lines within the limits of the project either shown or not shown on the plans must be protected. The contractor using a licensed plumber must repair all damaged service lines at no addition cost to LWC.
46. During service renewals, meter vault frames and covers that have the old style locking mechanisms shall be replaced with new frames and covers (supplied by the contractor). Additionally, where covers are broken or inoperable, the covers and frames shall be replaced. The existing meter vault shall be reused for the renewed service provided the vault is in proper working condition. Vaults that are crushed or broken, or improperly sized, shall be removed and replaced with new vaults (supplied by the contractor).
47. The Contractor shall note any large and/or critical customer services located within the limits of this project. Planned water outages affecting these services may require extensive coordination with the affected customers. The Contractor shall provide to the LWC Construction Inspector, a minimum two-week prior notice of planned water outages that affect large services (2-inch or larger) or critical customer services connected to medical facilities, schools, day cares, or similar facilities. The Contractor shall anticipate the

need to schedule service work and tie-ins requiring planned water outages around the needs of these facilities.

FLUSHING OF LEAD SERVICES

48. The Contractor shall be responsible for proper disposal of the flushed water to make sure the water is directed to drainage line. Contractor shall use caution not to flood the customer's yard

WORK SCHEDULE

49. LWC observes designated holidays. No work shall be performed during the holiday periods. All equipment, personnel, and materials shall be removed from the work area. All excavations shall be backfilled and restored. All street cuts shall be paved or patched.
50. Normal work hours shall be limited to approved permit hours. All other work hour requests must be submitted by the contractor to the approving agency for approval after standard applications have been made and approved.
51. The Contractor shall anticipate the need to work after-hours and on weekends to accommodate all critical customer needs as directed by the LWC Project Manager. All such work will be considered incidental to the project and no additional compensation will be provided. This after-hour work must be pre-approved by the LWC Project Manager.
52. In the case of an emergency, if the Contractor cannot reach the LWC Inspector, then the Contractor shall immediately notify the Project Manager about the emergency. If the emergency requires a water main shut-off, the Contractor shall attempt to contact each customer (door-to-door) to alert customers of the emergency situation and the need to shut the main off.

EROSION CONTROL MEASURES

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

PIPELINE CONSTRUCTION

55. Prior to the start of any work at the site (including saw-cutting), the Contractor and LWC Construction Inspector shall review the proposed pipeline alignment with respect to the utility locations marked by the local utility locate company, trees, and other existing site improvements.
56. Standard burial depth for new water mains is 42 inches, as measured from the top of ground to the top of the newly installed pipe. While the Contractor is expected to adhere to this standard burial depth requirement at all times, it is understood that revisions to the burial depth will be necessary when the installation of mains and large services conflict with existing utilities and other site improvements. Prior approval from the LWC Project Manager is required for these deviations.
57. The Contractor is cautioned that some large trees are located within the project alignment. Care will be required to minimize damage to trees and tree root systems. Excavations that encounter roots should be backfilled as soon as possible. Severed roots more than 2-inches in diameter shall be cut straight at an undamaged portion, maintained in a moist condition and then buried as soon as possible. Excavated soil shall not be placed within the dripline of any tree.

58. When installing main within the dripline of any tree with a diameter of 6 inches or larger, the root system shall be bored. The cost of the tree bore shall be considered incidental to the installation of the pipeline, and no extra compensation will be provided. All tree root systems that require boring shall be bored a minimum of 20 feet; 10 feet either side of the tree trunk, or longer beyond tree dripline each side. The bore shall be located a minimum of 4 feet below the ground surface and a minimum of 5 feet from the center of the tree. Note, trees that may need boring may not be shown on plans. The contractor shall field verify all trees within the alignment, determine what trees to be bored and include in original bid.

RESTORATION

59. Contractor shall work on no more than two sites at a time. At least one site must be fully restored with the exception of milling and paving before the Contractor begins working on the next site (this work includes yard, sidewalk and curb restoration and patching of all road cuts).
60. Areas that have landscaping shall be replaced with like materials (mulch, plants, flowers, lawn sod, etc.). The Refer to section 11.6, Louisville Water Technical Specification. The Contractor shall contact each customer with landscaping to be disturbed to give them the option of removing it prior to construction and replacing it. If the customer does not choose this option, the Contractor shall remove it for them or replace it with like materials following construction. Landscaping shall be warranted for two years from time of installation.
61. For ground restoration of all disturbed areas; including both landscaping and restoration of grassy areas within; lawns, easements and right-of ways, the contractor shall hire a licensed landscaper to perform the work. Landscaping Company's information must be provided to the LWC Project Manager for approval. The contractor shall not use its own forces to perform final ground restoration. Ground restoration shall be warranted for two years from time of acceptance of installation.
62. Ground restoration of disturbed grassy areas shall consist of installing, seed and straw, straw blanket with seed, or installation of sod then rolled. The contractor shall agree to install either, at a customer's request when agreed by Project Manager. Contractor shall anticipate as part of the bid, placing sod in lawns that have been sodded within the last 2 years, or in special cases where the lawn is in pristine condition. The type of grass seed or sod used shall match the existing grass. Erosion control blanket containing seed (min. 6' wide) shall be placed/pinned along centerline of roadside swales / vegetative ditches or sloped yard areas subject to erosion. Prior to placing seed, straw, blanket or sod, the area shall be leveled to conform with existing grade, graded to prevent ponding and rocks removed. Place and till 4" of topsoil, rake and feather edges to match existing grade.

63. When fences are disturbed, the Contractor shall contact the customer with the fence to be disturbed to give them the option of removing it prior to construction and replacing it. If the customer does not choose this option, the Contractor shall remove it for them or replace it with like materials following construction.
64. Private Irrigation Lines, when encountered, shall be protected during construction. If these lines are damaged, the contractor shall hire a qualified licensed plumber to repair the damaged lines at no additional cost to LWC.
65. Existing sidewalk and curbs shall not be disturbed. When sidewalk removal is necessary, the Contractor shall minimize the disturbed area by removing only one section of the sidewalk. Driveways and disturbed sidewalk and curbs must be restored utilizing KYTC Standards.
66. Sidewalks and curbs shall be replaced full width from existing joint to joint (partial replacement is not acceptable). All sidewalk/ramp construction and replacement shall meet the American Disabilities Act Specifications and requirements (note, flat across drives). Sidewalks shall be replaced per KYTC Specifications.
67. All concrete driveways that are damaged by construction or specified for replacement on the plans shall be replaced in their entirety, street to R/W and to the nearest existing construction joint. Concrete thickness and strength shall be per LWC standard specifications. The style/type shall match the existing driveway. In specific cases the Project Manager retains the right to modify style, type and limits of repair based on field conditions and customer consultation, at no additional cost to LWC.
68. All asphalt driveways shall be restored via a utility cut, as approved by the LWC Project Manager and property owner. Asphalt thickness and strength shall be installed per LWC standard specifications. Asphalt driveway replacement shall be full width and completed from edge of pavement to edge of right-of-way.

SCHEDULE OF VALUES

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

PAVEMENT RESTORATION

70. Trench backfill and compaction shall be completed in accordance with one of the methods in the following chart:

Trench Backfill and Compaction Requirements Beneath Pavements							
Category		Maximum Loose Lift Thickness (inches)				Maximum Number of Passes ²	Example Models ³
		Manufactured Sand	Pit Run Sand	Dense Graded Aggregate	No. 57 Stone		
I	Lightweight Vibratory Plate Compactors (100 - 200lbs) ¹	8	8	6	8	3	Wacker-Neuson WP 1540; MBW GP18
II	Medium Weight Vibratory Plate Compactors (220 - 660lbs) ¹	12	12	9	12	3	MultiQuip MWH206GH; MBW GPR77H
III	Heavyweight Vibratory Plate Compactors (>660lbs) ^{1,4}	18	18	12	18	3	Wacker-Neuson BPU 4045A; MBW GPR135H
IV	Smooth Drum Vibratory Rollers ⁴	12	12	9	12	3	Wacker-Neuson RTLx with Smooth Drum Attachment
V	Equipment Mounted Compactors ⁴	24	24	24	24	3	Allied 1000B; Caterpillar CVP 110

¹Weight range provided is the operating weight of the equipment during compaction.

²The minimum number of passes shall be applied across the full trench width. For example, a 30-inch wide trench compacted with a 22-inch wide lightweight plate compactor will require 6 total passes per lift.

³Example models listed are not inclusive. Each manufacturer has multiple models that meet the requirements for each weight category, any of which the contractor may utilize.

⁴For categories III, IV and V, the manufacturers of both the compactors and the pipe should be consulted to determine the minimum amount of cover required over the pipe to prevent damage.

71. All trench cuts made in pavement shall be backfilled and compacted with DGA. Pavement cuts shall include 1-foot cutbacks that are a minimum 10-inch deep. Cutbacks shall be made after the trench is backfilled with DGA. The contractor is responsible for maintaining the DGA trench with cold patch for smooth rideability if it is opened to traffic. Concrete restoration shall occur within 14 days of the utility cut. A minimum 10-inch concrete cap shall be placed over the backfill material, keyed into the cutback and made flush with existing pavement grade. Concrete shall be screeded, floated and broom finished to match pre-existing grade, without dips and shall have smooth rideability. The contractor will be permitted to leave trench, 4-foot long DGA with cold patch gaps at service locations for longer than 14 days, or recessed plates. The contractor is responsible for maintaining these gaps for smooth rideability.
72. Restored paved areas shall be milled and paved from edge of pavement to edge of pavement, this includes asphalt paved driving lanes, parking lanes, and shoulders. The road shall be milled minimum 1.5 inches, or per permit required depth, and paved per KYTC Specifications for State roads. All other non-paved or concrete paved areas inside of public right of way, i.e. stone shoulders, etc. shall be restored by the contractor.

SPECIAL NOTE

For Tree Removal

**Jefferson County
Minor Widening of US-60
Item No. 5-8952**

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

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

SPECIAL NOTE FOR NON-TRACKING TACK COAT

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

- 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
- 2.1.1 Provide a tack conforming to the following material requirements:

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

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

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14” and 18” from the roadway.
- 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.
3. CONSTRUCTION.

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

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

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

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

4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1st to May 15th. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24970EC	Asphalt Material for Tack Non-Tracking	Ton

Revised: May 23, 2022

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

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

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

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

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



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County:

Jefferson

Item No.:

5-8952.00

Federal Project No.:

STP 5137 (039)

Project Description:

Widen US 60 including realignment of Gilliland Road and Eastwood Cutoff (MP 14.7) to Rockcrest Way (MP 15.1).

Roadway Classification:

☒ Urban

☐ Rural

☐ Local

☐ Collector

☒ Arterial

☐ Interstate

ADT (current) 22,696

AM Peak Current _____

PM Peak Current _____

% Trucks 2.5

Project Designation:

☒ Significant

☐ Other: _____

Traffic Control Plan Design:

Taper and Diversion Design Speeds 45

Minimum Lane Width 10'

Minimum Shoulder Width N/A

Minimum Bridge Width N/A

Minimum Radius N/A

Maximum Grade N/A

Minimum Taper Length N/A

Minimum Intersection Level of Service N/A

Existing Traffic Queue Lengths N/A

Projected Traffic Queue Lengths N/A

Comments:

Two lanes of traffic will be maintained on US 60 and all side streets at most times during construction. Lane closures and flagging will be used to accommodate traffic during adjacent construction (in accordance with the allowable times as listed in Note 13 of the Maintenance of Traffic Notes on sheet R25). A signed detour will be used during Phase II for a road closure on Gilliland Road to reconstruct a portion of that road. The road closure is allowed only from May 27, 2025 to August 1, 2025 (see Phase II Construction notes on sheet R28).



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Item No. 5-8952.00

Discussion:

1) Public Information Plan			
a) Prepare with assistance from <input checked="" type="checkbox"/> KYTC or <input type="checkbox"/> _____			
b) Identify Trip Generators	Referenced	f) Railroad Involvement	N/A
c) Identify Types of Road Users	Referenced	g) Address Pedestrians, Bikes Mass Transit	Referenced
d) Public Information Message	Referenced	h) Address Timing, Frequency, Updates, Effectiveness of Plan	Referenced
e) Public Information Strategies to be used	Referenced	i) Police & Other Emergency Services	Referenced

US 60 Widening & realignment of Gilliland Rd & Eastwood

ITEM # 5-8952.00

PUBLIC INFORMATION PLAN

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Maintenance of Traffic (MOT) which includes lane and ramp closures. The KYTC District 5 Public Information Officer (PIO) will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction plans.

LOCAL STAKEHOLDERS

- Elected Officials
 - State Senator Julie Raque Adams – (502) 564-2450; Julie.Adams@lrc.ky.gov
 - State Representative John Hodgson – (502) 231-3311; john.hodgson@lrc.ky.gov
 - Mayor Craig Greenberg – (502) 574-2003; craig.greenberg@louisvilleky.gov
 - Metro Councilman (District 11) Kevin Kramer – (502) 574-1111; kevin.kramer@louisvilleky.gov
- Local Agencies
 - Donald Robinson, Director of Transportation for Jefferson County Public Schools – (502) 485-3472; donald.robinson@jefferson.kyschools.us
 - Ozzy Gibson, Transit Authority of the River City (TARC) – (502) 585-1234; ogibson@ridetarc.org or info@ridetarc.org
 - Louisville Metro Police Department Traffic Division – (502) 574-2258
 - Louisville Metro Public Works Director, Jennifer Caummisar-Kern; 502-574-5810
 - Mark Giuffre, UPS – (502) 329-3060; mgiuffre@ups.com
 - Chief Brian C. O'Neill, Louisville Fire Department – (502) 574-3701
 - Echo Trail Middle School (principal) – (502)485-8398
 - Major Steve Hanson (Fire Marshall), Anchorage-Middletown (Eastwood) Fire Department – (502)813-4806; SHanson@amfems.org
 - Morgan Woodrum (KYTC District 5 PIO) – (502)764-0481; Morgan.Woodrum@ky.gov
- Utility Companies
 - Local utility companies are kept apprised of this project at the monthly utility coordination meetings hosted by District 5

TRUCKING FIRMS AND OUT OF STATE STAKEHOLDERS

Information will be distributed electronically to trucking firms via Rick Taylor at the Department of Vehicle Regulation (502-564-4540; rick.taylor@ky.gov). Information will also be posted on the 511 website (www.511.ky.gov) and on the 511 telephone information system.

PRESENTATIONS

A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information will be provided to these groups via traffic advisories, press releases, the District 5 website and the weekly District 5 Road Show of Construction and Maintenance Activities.

MEDIA RELATIONS

The District PIO will prepare an initial news release regarding the contract award for the project. The PIO will conduct interviews with the media throughout the project duration to keep the public informed of construction progress. Traffic advisories will be submitted to the media when a change in the MOT occurs. The contractor must provide to the PIO via the Resident Engineer notification of any change in the MOT at least five (5) days prior to the change.



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2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase I			
Exposure Control Measures		Positive Protection Measures	
a) Is Road Closure Allowed Type:	Referenced	a) Address Drop Off Protection Criteria	Referenced
b) Detour Conditions	Referenced	b) Temporary Barrier Requirements	Referenced
c) Working Hour Restrictions	Referenced	c) Evaluation of Existing Guardrail Conditions	Referenced
d) Holiday or Special Event Work Restrictions	Referenced	d) Address Temporary Drainage	Referenced
e) Evaluation of Intersection LOS	Referenced	Uniformed Law Enforcement Officers	Referenced
f) Evaluation of Queue Lengths	Referenced	Payment for Traffic Control*	
g) Evaluation of User Costs and Incentives/Disincentives	Referenced	a) Method of Project Bidding	Referenced
h) Address Pedestrians, Bikes, Mass Transit	Referenced	b) Special Notes	Referenced
Work Vehicles and Equipment	Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction	
Comments:			
Reference US 60 widening Construction Phasing Plan, Phase I (see sheets R26 and R 27) from the plan set that illustrate the concepts discussed in the following notes.			
Phase I: Maintain traffic on existing roadway network, maintain local access at all times.			
Construct proposed widening along Lt. and Rt. of Gilliland Road from approx. Sta. 52+00 to Sta. 54+60. Construct proposed Eastwood Cutoff Road, construct temporary ditching and temporary pipe across existing Eastwood Cutoff Road at approx. Rt. Sta. 9+70 to maintain stormwater drainage. Temporary lane closures may be used to reduce traffic to one lane to facilitate temporary pipe and tie construction on Eastwood Cutoff Road and for pavement widening along Gilliland Avenue as long as adequate signing and flaggers are present and with approval of the Engineer.			



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Construct proposed widening from approx. Rt. US 60 Sta. 517+90 to Sta. 521+75. Temporary lane closures may be used to reduce US 60 traffic to one lane as long as adequate signing and flaggers are present and with the approval of the Engineer.

Construct all pavement courses other than final surface.



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2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase 2			
Exposure Control Measures		Positive Protection Measures	
a) Is Road Closure Allowed Type:	Referenced	a) Address Drop Off Protection Criteria	Referenced
b) Detour Conditions	Referenced	b) Temporary Barrier Requirements	Referenced
c) Working Hour Restrictions	Referenced	c) Evaluation of Existing Guardrail Conditions	Referenced
d) Holiday or Special Event Work Restrictions	Referenced	d) Address Temporary Drainage	Referenced
e) Evaluation of Intersection LOS	Referenced	Uniformed Law Enforcement Officers	Referenced
f) Evaluation of Queue Lengths	Referenced	Payment for Traffic Control*	
g) Evaluation of User Costs and Incentives/Disincentives	Referenced	a) Method of Project Bidding	Referenced
h) Address Pedestrians, Bikes, Mass Transit	Referenced	b) Special Notes	Referenced
Work Vehicles and Equipment	Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction	
Comments:			
Reference US 60 widening Construction Phasing Plan, Phase II (see sheets R28 and R 29) and Gilliland Rd. Detour Map – Phase II (see sheet R24) from the plan set that illustrate the concepts discussed in the following notes.			
Phase II: Phase II shall be completed during the summer closure of the Jefferson County Schools System (May 27, 2025 – August 1, 2025).			
At least 2 weeks to putting traffic on the Gilliland Road detour, the contractor shall notify the following:			
• KYTC Public Information Officer, Morgan Woodrum (502)764-0481, Morgan.Woodrum@KY.gov			
• Echo Trail Middle School, Principal (502)485-8398			



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- Eastwood Fire Department, Major Steve Hanson (Fire Marshall) (502)813-4806, SHanson@AMFEMS.org

Switch traffic to newly constructed Eastwood Cutoff Road. Close Gilliland just north of new Eastwood Cutoff Road intersection directing traffic onto Eastwood Cutoff Road. Close EB US 60 right-turn lane to Gilliland Road with traffic directed to use Eastwood-Fisherville Road. Shift EB US 60 traffic to the north and maintain 2 11-foot lanes. Maintain local access at all times.

Construct widening along right side of US 60 from BOP to approx. Sta. 510+40. Construct remainder of proposed Gilliland Road. Temporary lane closures may be used to reduce US 60 traffic to one lane to facilitate widening construction as long as adequate signing and flaggers are present and with the approval of the Engineer.

Construct all pavement courses other than surface.



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2) Temporary Traffic Control Plan (For Each Phase of Construction)	
Phase 3	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Referenced Type:	a) Address Drop Off Referenced Protection Criteria
b) Detour Conditions Referenced	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions Referenced	c) Evaluation of Existing Guardrail Referenced Conditions
d) Holiday or Special Event Referenced Work Restrictions	d) Address Temporary Drainage Referenced
e) Evaluation of Referenced Intersection LOS	Uniformed Law Enforcement Referenced Officers
f) Evaluation of Queue Lengths Referenced	Payment for Traffic Control*
g) Evaluation of User Costs and Referenced Incentives/Disincentives	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Referenced Mass Transit	b) Special Notes Referenced
Work Vehicles and Referenced Equipment	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
Reference US 60 widening Construction Phasing Plan, Phase I (see sheets R29 and R 30) from the plan set that illustrate the concepts discussed in the following notes.	
Phase III: Maintain traffic on existing roadway network, maintain local access at all times.	
Shift US 60 traffic to the south and maintain 2 11-foot lanes. Maintain remaining traffic on existing roadway network, maintain local access at all times.	
Construct widening along left side of US 60 from BOP to approx. Sta. 510+00. Construct proposed Highland Avenue. Temporary lane closures may be used to reduce traffic to one lane to facilitate pavement widening and Highland Avenue construction as long as adequate signing and flaggers are present and with the approval of the Engineer.	



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Construct all pavement courses other than final surface.



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2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase 4			
Exposure Control Measures		Positive Protection Measures	
a) Is Road Closure Allowed Type:	Referenced	a) Address Drop Off Protection Criteria	Referenced
b) Detour Conditions	Referenced	b) Temporary Barrier Requirements	Referenced
c) Working Hour Restrictions	Referenced	c) Evaluation of Existing Guardrail Conditions	Referenced
d) Holiday or Special Event Work Restrictions	Referenced	d) Address Temporary Drainage	Referenced
e) Evaluation of Intersection LOS	Referenced	Uniformed Law Enforcement Officers	Referenced
f) Evaluation of Queue Lengths	Referenced	Payment for Traffic Control*	
g) Evaluation of User Costs and Incentives/Disincentives	Referenced	a) Method of Project Bidding	Referenced
h) Address Pedestrians, Bikes, Mass Transit	Referenced	b) Special Notes	Referenced
Work Vehicles and Equipment	Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction	
Comments:			
Reference US 60 widening Maintenance of Traffic Notes, Phase IV (see sheet R25) from the plan set that illustrates the concepts discussed in the following notes.			
Phase IV: Construction shall consist of constructing final asphalt surface and permanent markings.			



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Item No. 5-8952.00

APPROVAL:

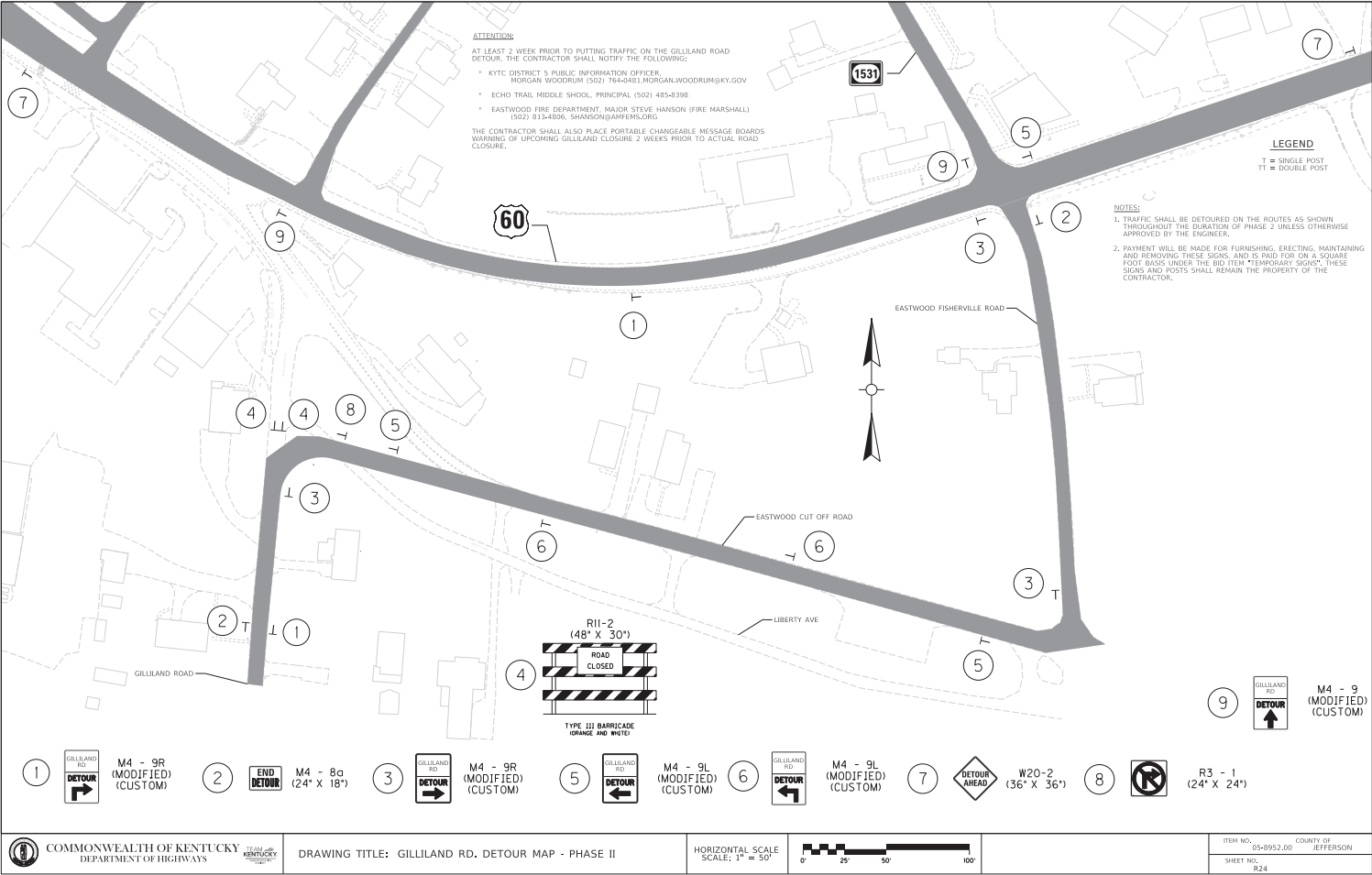
Carl B Jenkins III 11/21/2024
Project Manager Date

Stan RL Mc 11/25/24
Project Delivery and Preservation Manager Date

Ken F Bailey 11/22/24
Engineering Support Manager Date

N/A
FHWA Representative Date

Revisions to the TMP require review/approval by the signatories.



OpenRoads Designer v10.12.02.4

USER: andrew.kyson

FILE NAME: C:\P\N\RD\DRP\PROBEND\PHASE2\JEFFERSON\KMS021605_050_00_DETOUR MAP.DGN

TRAFFIC MANAGEMENT PLAN

MAINTENANCE OF TRAFFIC NOTES

GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS, CURRENT EDITIONS.
2. EXCEPT FOR THE ROADWAY AND TRAFFIC CONTROL BID ITEMS LISTED, ALL ITEMS OF WORK NECESSARY TO MAINTAIN AND CONTROL TRAFFIC WILL BE PAID AT THE LUMP SUM BID PRICE TO "MAINTAIN AND CONTROL TRAFFIC" AS SET FORTH IN THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE PROVIDED FOR IN THESE NOTES. THE LUMP SUM BID TO "MAINTAIN AND CONTROL TRAFFIC" SHALL ALSO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS AND OPERATIONS:

A. ALL GRADING AND NECESSARY DRAINAGE (UNLESS A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED) FOR THE TEMPORARY ROADWAY AND REMOVAL THEREOF, WHEN IT IS NO LONGER NEEDED, IF A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED, GRADING AND DRAINAGE WILL BE PAID FOR IN THE BID ITEM "DETOUR CONSTRUCTION".

B. ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND MARKINGS.

C. ALL FLAGPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, SIGNS, BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS (STEEL DRUMS WILL NOT BE PERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCD OR THE ENGINEER.
3. ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER NEEDED.
4. THE CONTRACTOR SHALL MAINTAIN A MINIMUM LANE WIDTH OF 10 FEET.
5. THE CONTRACTOR SHALL COMPLETELY COVER ANY SIGNS, EITHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING, AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
6. IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF TRAFFIC.
7. THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO USE ANY LANE CLOSURES, CROSSOVERS OR DETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.
8. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE TRAFFIC CONTROL SCHEME AND CONSTRUCTION SCHEDULE OUTLINED IN THESE PLANS AND THIS PROPOSAL, HE SHALL PREPARE AN ALTERNATE PLAN AND PRESENT IT IN WRITING TO THE ENGINEER. THIS ALTERNATE PLAN CAN BE USED ONLY AFTER REVIEW AND APPROVAL OF THE DIVISIONS OF TRAFFIC, DESIGN AND CONSTRUCTION, AND THE FEDERAL HIGHWAY ADMINISTRATION, WHERE APPLICABLE.
9. IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES AT THE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS QUICKLY AS POSSIBLE.
10. ALL SIGNS NECESSARY FOR A MARKED DETOUR WILL BE PROVIDED BY THE CONTRACTOR AS REQUIRED BY STANDARD DRAWINGS AND THE MUTCD. SIGNS OUTSIDE THE PROJECT LIMITS SHALL BE PAID FOR BY THE SQUARE FOOT. THIS QUANTITY SHALL INCLUDE SIGN MOUNTING HARDWARE AND POSTS.
11. REASONABLE MEANS OF INGRESS AND EGRESS SHALL BE MAINTAINED TO ALL PROPERTIES WITHIN THE PROJECT LIMITS. ACCESS TO FIRE HYDRANTS MUST ALSO BE MAINTAINED AT ALL TIMES.
12. THE CONTRACTOR SHALL COORDINATE CLOSELY WITH ANCHORAGE-MIDDLETOWN FIRE AND EMS (FIRE MARSHALL MAJOR STEVE HANSON (502) 376-4074) AND THE JEFFERSON COUNTY SCHOOL SYSTEM REGARDING CONSTRUCTION ACTIVITIES AND ANTICIPATED LANE CLOSURES AND TRAFFIC CHANGES.
13. WITH APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY REDUCE A ROADWAY TO ONE LANE OF TRAFFIC, PROVIDED ADEQUATE SIGNING AND FLAGGERS ARE PRESENT. ON US 60: LANE CLOSURES (OF THRU LANES) SHALL NOT BE ALLOWED BETWEEN THE HOURS OF 7:00 AM AND 8:00 PM, MONDAY THROUGH FRIDAY. ALL OTHER STREETS; LANE CLOSURES SHALL NOT BE ALLOWED BETWEEN THE HOURS OF 5:00 AM AND 8:00 AM OR BETWEEN 1:00 PM AND 3:00 PM, MONDAY THROUGH FRIDAY.

GENERAL NOTES (CONT.)

14. A QUALIFIED WORK ZONE TRAFFIC CONTROL SUPERVISOR (WZTCS) SHALL SERVE AS THE PROJECT TRAFFIC COORDINATOR (PTC). THE PTC MUST BE PRESENT ON SITE WHEN SETTING UP, TAKING DOWN, OR AFFECTING THE TRAFFIC CONTROL SCHEME OR PHASING AS REQUIRED BY THE TRAFFIC CONTROL PLAN.

PAVEMENT DROP-OFF

A PAVEMENT EDGE THAT TRAFFIC IS NOT EXPECTED TO CROSS, EXCEPT ACCIDENTALLY, SHOULD BE TREATED AS FOLLOWS:

- * LESS THAN TWO INCHES - NO PROTECTION REQUIRED. WARNING SIGNS SHOULD BE PLACED IN ADVANCE AND THROUGHOUT THE DROP-OFF AREA.
- * TWO TO FOUR INCHES - PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MPH OR GREATER. CONES MAY BE USED IN PLACE OF PLASTIC DRUMS, PANELS AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MPH AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING OF DEVICES ON TAPERED SECTIONS SHOULD BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
- * GREATER THAN FOUR INCHES - POSITIVE SEPARATION OR WEDGE WITH 3:1 OR FLATTER SLOPE NEEDED. IF THERE IS FIVE FEET OR MORE DISTANCE BETWEEN THE EDGE OF THE PAVEMENT AND THE DROP-OFF, THEN DRUMS, PANEL, OR BARRICADES MAY BE USED. IF THE DROP-OFF IS GREATER THAN 12 INCHES, POSITIVE SEPARATION IS STRONGLY ENCOURAGED. IF CONCRETE BARRIERS ARE USED, SPECIAL REFLECTIVE DEVICES OR STEADY BURN LIGHTS SHOULD BE USED FOR OVERNIGHT INSTALLATIONS.

FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN FOUR INCHES MAY BE PROTECTED WITH PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.

LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

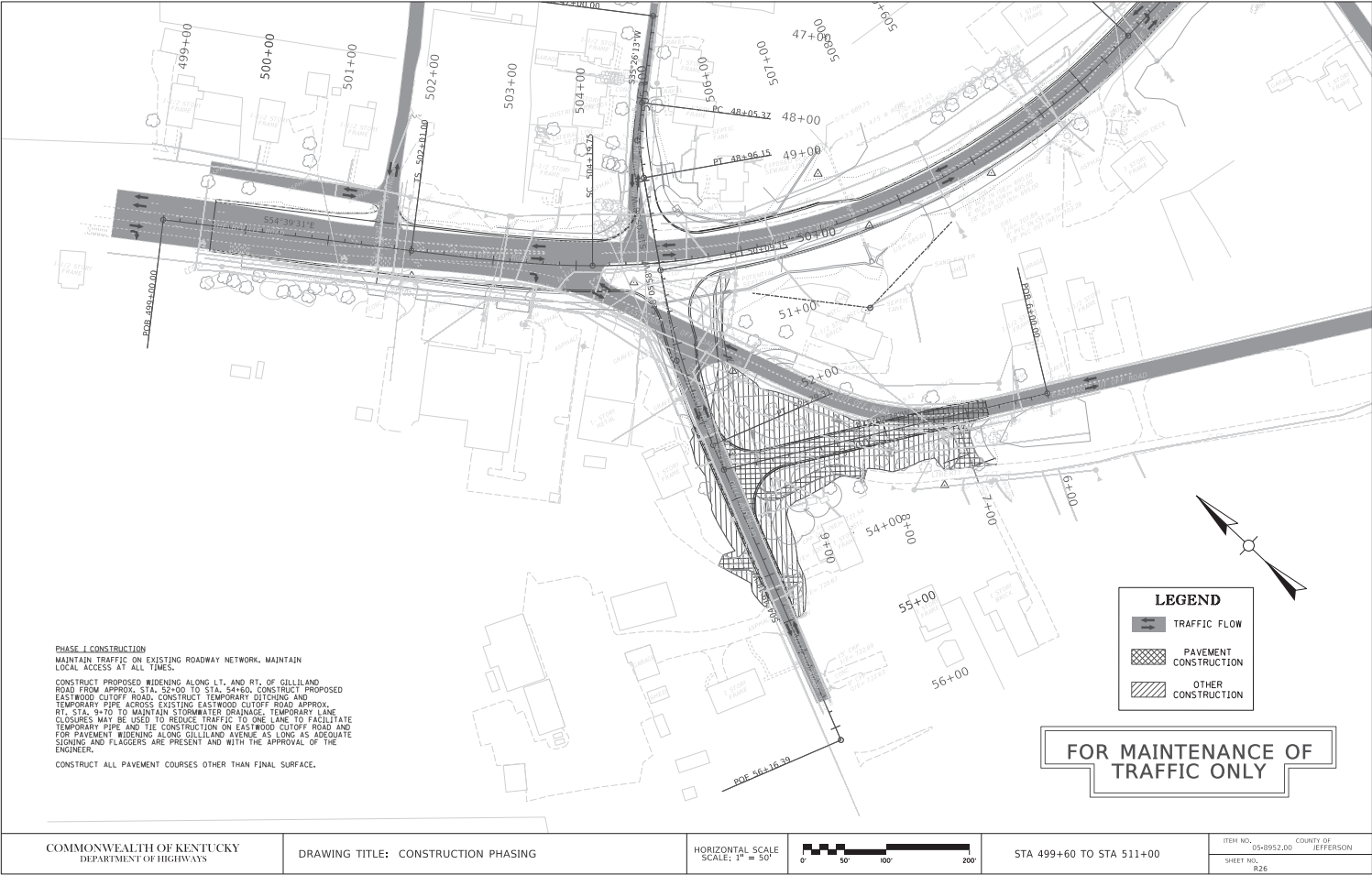
PAYMENT WILL BE ALLOWED FOR MATERIAL USED FOR WEDGING.

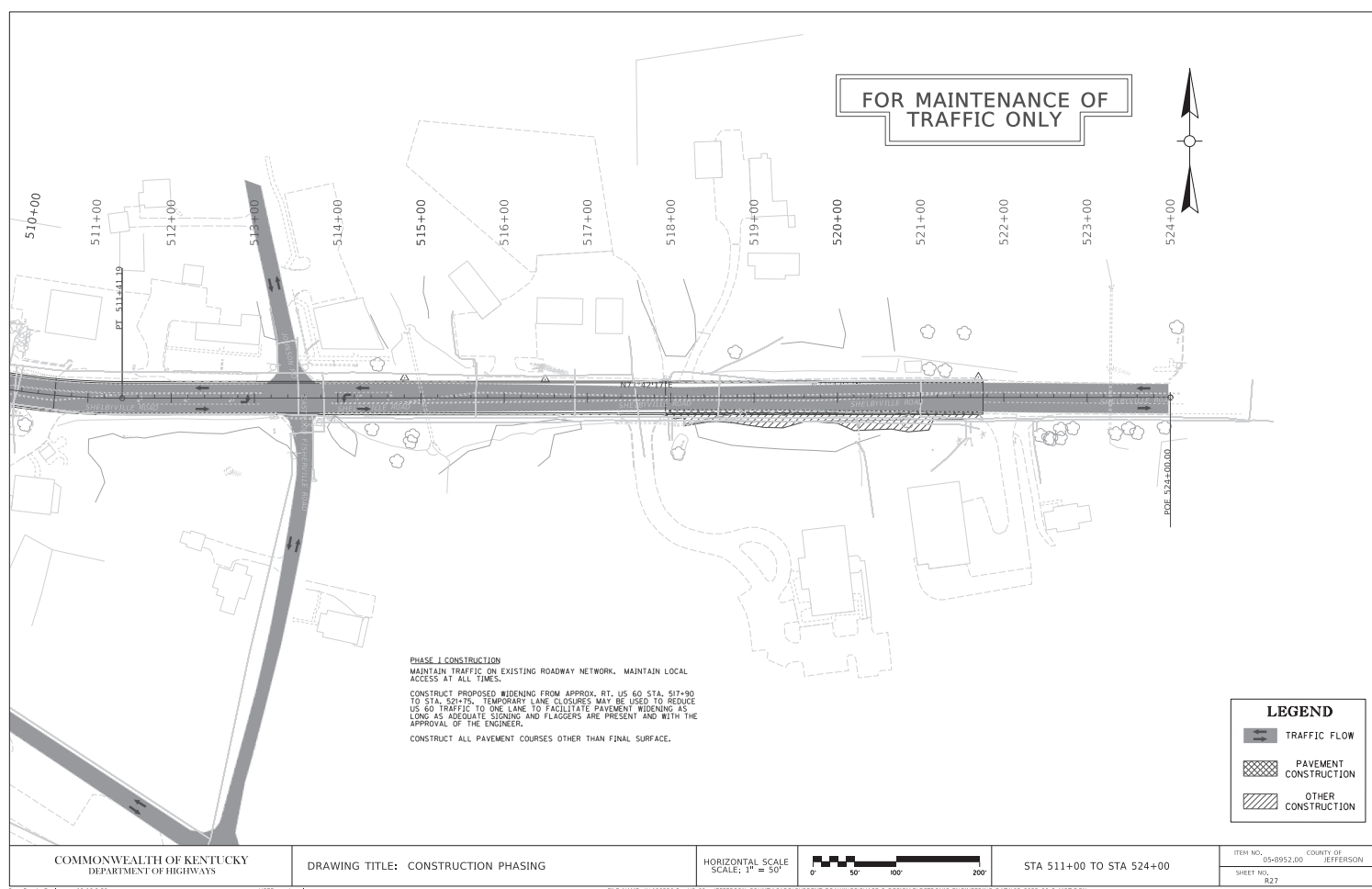
PHASE IV CONSTRUCTION SHALL CONSIST OF CONSTRUCTING FINAL ASPHALT SURFACE AND PERMANENT PAVEMENT MARKINGS.

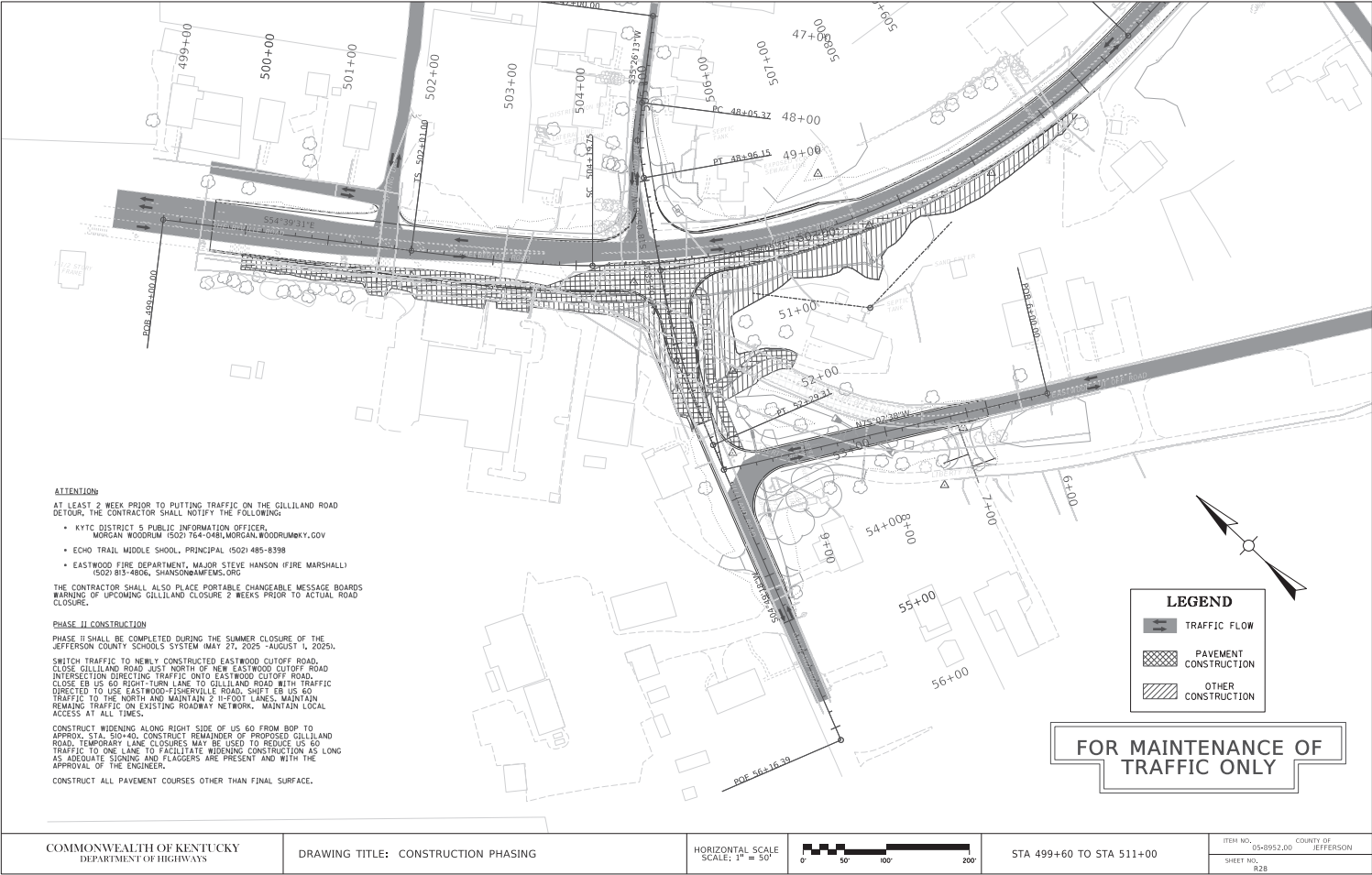
BEFORE YOU DIG

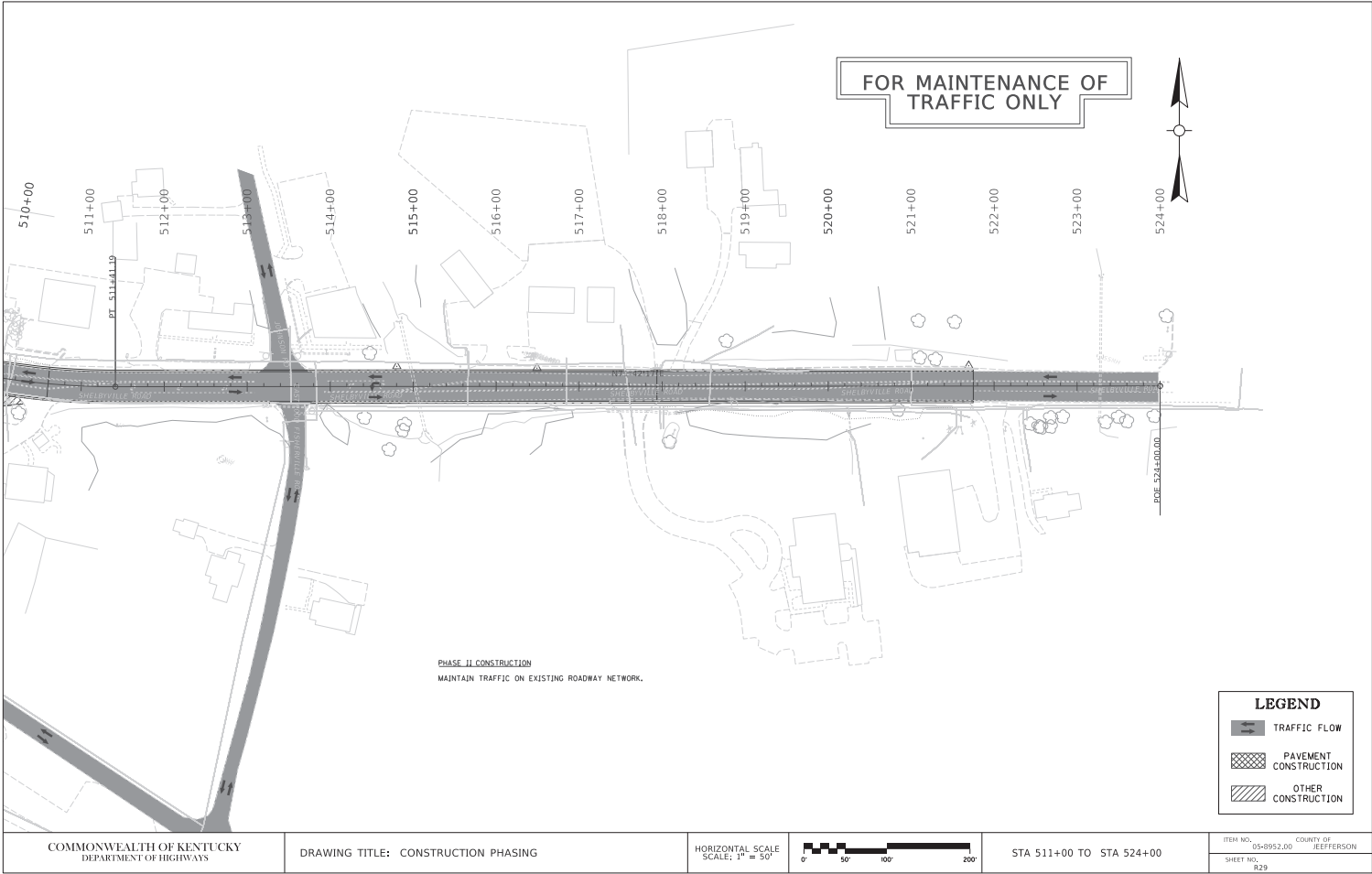
The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call before-digging (BD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

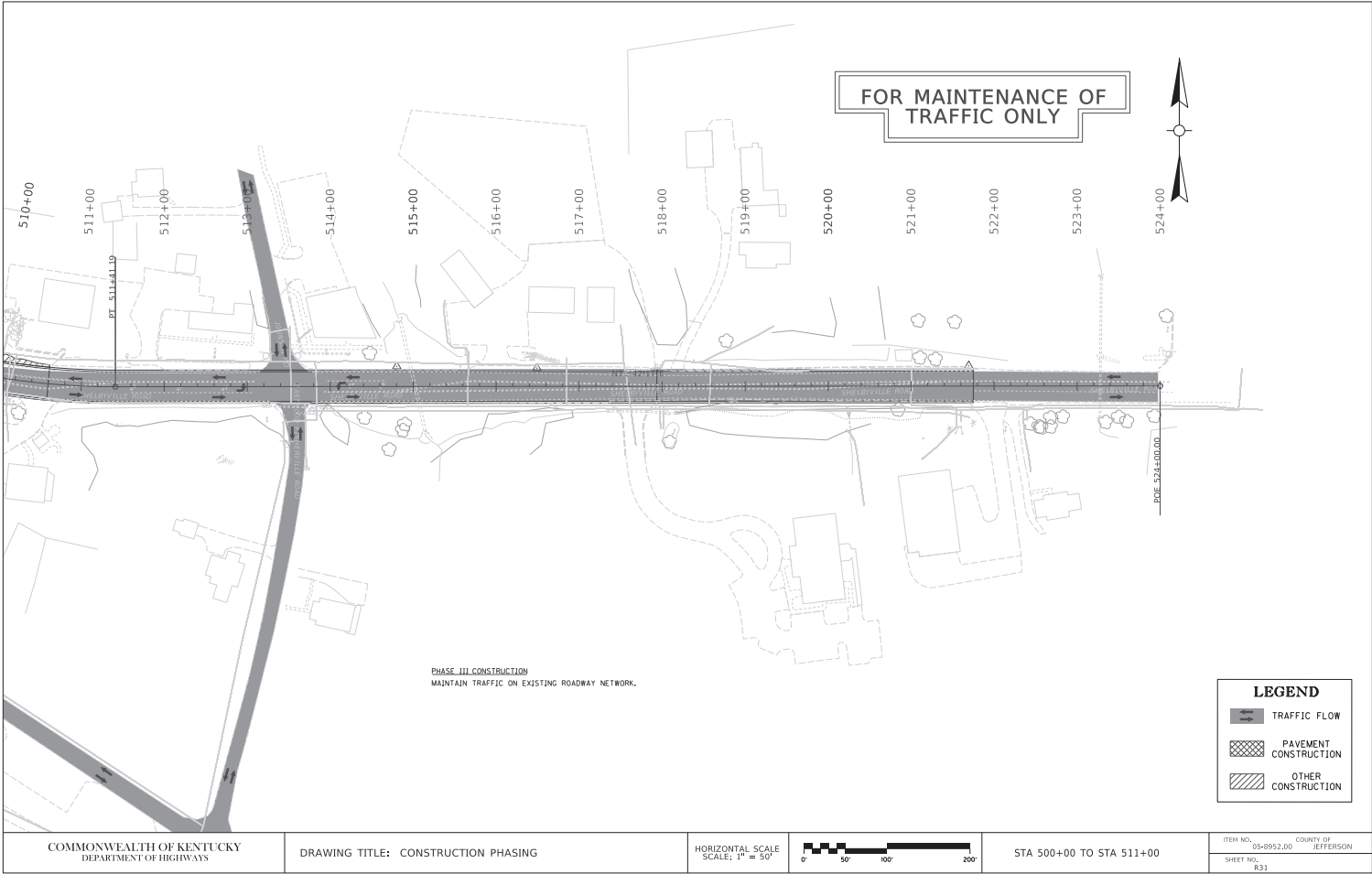
FOR MAINTENANCE OF TRAFFIC ONLY













Kentucky Transportation Cabinet

Division of Highway Design

TRAFFIC MANAGEMENT PLAN

County: Jefferson Item No.: 5-525.0

Federal Project No.: 3001-464, 3001-533

Project Description:

Construct a paved multi-use trail, drainage improvements, and provide signage within the project limits as shown on the construction plans

Roadway Classification: ☐ Urban ☐ Rural

☒ Local ☒ Collector ☐ Arterial ☐ Interstate

ADT (current) N/A AM Peak Current N/A PM Peak Current N/A % Trucks N/A

Project Designation: ☐ Significant ☒ Other: NOT SIGNIFICANT

Traffic Control Plan Design:

Taper and Diversion Design Speeds Referenced

Minimum Lane Width 11' Minimum Shoulder Width N/A

Minimum Bridge Width N/A

Minimum Radius N/A Maximum Grade N/A

Minimum Taper Length Referenced Minimum Intersection Level of Service N/A

Existing Traffic Queue Lengths N/A Projected Traffic Queue Lengths N/A

Comments:

No lane closures will be allowed between the hours of 6:00 am to 9:00 am and 3:00 pm to 7:00 pm. See Plan Sheet R20.

A single lane closure is allowed between 9AM-3PM weekdays. A minimum of one 11' through lane must be maintained. Lane closures shall conform to KYTC standard drawing TTC-100-05.



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

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Item No. 5-525.0

Discussion:

1) Public Information Plan			
a) Prepare with assistance from <input type="checkbox"/> KYTC or <input checked="" type="checkbox"/> PIP To be developed by Louisville Metro			
b) Identify Trip Generators		N/A	f) Railroad Involvement
			N/A
c) Identify Types of Road Users		N/A	g) Address Pedestrians, Bikes
			Mass Transit
			N/A
d) Public Information Message		Referenced	h) Address Timing, Frequency, Updates,
			Effectiveness of Plan
			N/A
e) Public Information Strategies			i) Police & Other
to be used		Referenced	Emergency Services
			Referenced



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

Item No. 5-525.0

2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase I			
Exposure Control Measures		Positive Protection Measures	
a) Is Road Closure Allowed Type: 2-Lane Low Volume Road	Referenced	a) Address Drop Off Protection Criteria	Referenced
b) Detour Conditions	N/A	b) Temporary Barrier Requirements	Referenced
c) Working Hour Restrictions	Referenced	c) Evaluation of Existing Guardrail Conditions	N/A
d) Holiday or Special Event Work Restrictions	Referenced	d) Address Temporary Drainage	N/A
e) Evaluation of Intersection LOS	N/A	Uniformed Law Enforcement Officers	N/A
f) Evaluation of Queue Lengths	N/A	Payment for Traffic Control*	
g) Evaluation of User Costs and Incentives/Disincentives	N/A	a) Method of Project Bidding Referenced	
h) Address Pedestrians, Bikes, Mass Transit	N/A	b) <u>Special Notes Referenced</u> *Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction	
Work Vehicles and Equipment	Referenced		
Comments:			
Lane closure per Encroachment Permit between 9 AM and 3 PM. Coordinate proposed closures with District 5 PM and PIO. Lane closures shall conform to KYTC Standard Drawing TTC-100-05.			

Kentucky Transportation Cabinet



Division of Highway Design
TRAFFIC MANAGEMENT PLAN

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Item No. 5-525.0

2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Referenced Type: 2-Lane Low Volume Road	a) Address Drop Off Protection Criteria Referenced
b) Detour Conditions N/A	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions Referenced	c) Evaluation of Existing Guardrail Conditions N/A
d) Holiday or Special Event Work Restrictions Referenced	d) Address Temporary Drainage N/A
e) Evaluation of Intersection LOS N/A	Uniformed Law Enforcement Officers N/A
f) Evaluation of Queue Lengths N/A	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives N/A	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit N/A	<u>b) Special Notes Referenced</u>
Work Vehicles and Equipment Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	
Single phase traffic control plan: Keep Liberty Avenue open to local traffic, utilize lane closure along Eastwood Cutoff Road (KY 2841). Work in a linear direction toward the terminus of the project at the Eastwood Rec Center.	



Division of Highway Design
TRAFFIC MANAGEMENT PLAN

Item No. 5-525.0

2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase			
Exposure Control Measures		Positive Protection Measures	
a) Is Road Closure Allowed Type:	Referenced	a) Address Drop Off Protection Criteria	Referenced
b) Detour Conditions	N/A	b) Temporary Barrier Requirements	Referenced
c) Working Hour Restrictions	Referenced	c) Evaluation of Existing Guardrail Conditions	N/A
d) Holiday or Special Event Work Restrictions	Referenced	d) Address Temporary Drainage	N/A
e) Evaluation of Intersection LOS	N/A	Uniformed Law Enforcement Officers	N/A
f) Evaluation of Queue Lengths	N/A	Payment for Traffic Control*	
g) Evaluation of User Costs and Incentives/Disincentives	N/A	a) Method of Project Bidding Referenced	
h) Address Pedestrians, Bikes, Mass Transit	N/A	b) <u>Special Notes Referenced</u>	
Work Vehicles and Equipment	Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction	
Comments:			
Single phase traffic control plan: Keep Liberty Avenue open to local traffic, utilize lane closure along Eastwood Cutoff Road (KY 2841). Work in a linear direction toward the terminus of the project at the Eastwood Rec Center.			

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TRAFFIC MANAGEMENT PLAN

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Item No. 5-525.0

APPROVAL:



11/18/2024

Project Manager

Date



11/25/24

Project Delivery and Preservation Manager

Date



11/19/24

Engineering Support Manager

Date

FHWA Representative

Date

Revisions to the TMP require review/approval by the signatories.

Item No. 5-525.0

Jefferson County

Middletown Eastwood Trail - Eastwood Gilliland Rd. to the Eastwood Rec Center

TRAFFIC MANAGEMENT PLAN OVERVIEW

PROJECT GOALS AND OBJECTIVES

The purpose of this project is to improve bicycle and pedestrian access along Liberty Avenue and the Eastwood Cutoff Road (KY 2841) with access to the Eastwood Recreation Center.

The following goals and objectives were developed to balance community issues with transportation issues.

- Eastwood Cutoff Road (eastbound lane) may be closed between 9 AM - 3 PM. A minimum of one 11' through lane must be maintained. Lane closures shall conform to KYTC standard drawing TTC-100-05. Local access to Liberty Avenue shall be maintained.
- The construction completion date for this project is anticipated to be October 31, 2025, based on being in conjunction with KYTC's 5-8952.0 project.

**Middletown Eastwood Trail - Eastwood.
Gilliland Road to the Eastwood Rec Center**

**ITEM No. 5-525.0
PUBLIC INFORMATION PLAN**

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Maintenance of Traffic (MOT) which includes lane and ramp closures. Metro Public Works & Assets Communication Specialist (PWACS) will coordinate and disseminate to stakeholders and the media appropriate information regarding the construction plans.

LOCAL STAKEHOLDERS

- Elected Officials
 - State Senator Julie Raque Adams – (502) 564-2450; Julie.Adams@lrc.ky.gov
 - State Representative John Hodgson – (502) 564-8100;
John.Hodgson@lrc.ky.gov
 - Mayor Craig Greenberg– (502) 574-2003; craig.greenberg@louisvilleky.gov
 - Metro Councilman (District 11) Kevin Kramer – (502) 574-1111;
Kevin.Kramer@louisvilleky.gov
-
- Utility Companies
 - Local utility companies are kept apprised of this project through Metro PW&A Engineering Section Utility updates.

TRUCKING FIRMS AND OUT OF STATE STAKEHOLDERS

Information will be distributed electronically to trucking firms via Rick Taylor at the Department of Vehicle Regulation (502-564-4540; rick.taylor@ky.gov). Information will also be posted on the 511 website (www.511.ky.gov) and on the 511 telephone information system.

PRESENTATIONS

A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information will be provided to these groups via traffic advisories, press releases and the coordination of Louisville Metro Emergency Services Public Information Officer, MetroSafe and Jefferson County Public School System.

MEDIA RELATIONS

The Metro PWACS will prepare an initial news release regarding the contract award for the project. The PWACS will conduct interviews with the media throughout the project duration to keep the public informed of construction progress. Traffic advisories will be submitted to the media when a change in the MOT occurs. The contractor must provide to the PWACS via the Metro Engineer notification of any change in the MOT at least five (5) days prior to the change.

TRAFFIC CONTROL PLAN

KYTC Item No. 5-525.0

MAINTENANCE OF TRAFFIC GENERAL NOTES

TRAFFIC CONTROL GENERAL:

Except as provided herein, maintain and control traffic in accordance with the KYTC Standard Specifications for Road and Bridge Construction and Louisville Metro Public Works Standard Specifications and Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic during construction will be paid at the lump sum bid price to "Maintain and Control Traffic."

Contrary to Section 106.01 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition, traffic control devices used on this project may be new or used in like-new condition, at the beginning of work and maintained in like new condition until completion of the work.

Except as provided herein, unless otherwise or approved by the Engineer, maintenance and control of traffic during construction shall be in accordance with Section 112, of the Kentucky Standard Specifications for Road and Bridge Construction, current edition, and the Manual on Uniform Traffic Control Devices (MUTCD), current editions.

At the discretion of the Engineer, additional days and hours may be specified when lane closures will not be allowed.

The speed limit in the work area will be reduced by 10 MPH from the posted speed and double fines for work zone speeding violations may be established. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the engineer.

WORK ZONE ACCESS PLAN:

The contractor shall develop a work zone access plan specifying entry and exit access locations for all work zones on the project. The Contractor shall submit work zone access details for the Engineer's approval.

WORKING HOURS:

Working hours are from 8am to 8pm.

Night work is not allowed on this project.

HOLIDAYS:

Project work is prohibited during the following days:

Martin Luther King Jr. Day
Good Friday (One Half Day)
Memorial Day
Juneteenth
Independence Day

Labor Day
Veterans Day
Thanksgiving (Thursday & Friday)
Christmas Eve & Christmas Day
New Year's Eve & New Year's Day

REMOVAL OF PAVEMENT MARKINGS:

Pavement markings conflicting with maintenance of traffic phasing plans shall be obliterated by water blasting and this item will be considered incidental to Item 2650 Maintain and Control Traffic, in accordance with Section 112 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

LANE & SHOULDER CLOSURES:

All road closures, lane closures, lane shifts, and tapers shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD). Any lane closure or lane shift must be approved prior to the closure or lane shift. The Contractor must notify the Engineer at least five (5) days prior to any proposed closure or traffic pattern shift.

The eastbound lane of Shelbyville Road may be closed between 9 AM - 3PM. A minimum of one 11' through lane must be maintained. Lane closures shall conform to KYTC Standard Drawing TTC-100-05.

At least 5 business days prior to beginning construction, the Contractor shall provide for approval by the Engineer a written Closure Plan for maintaining lane and shoulder closures during construction. The Plan shall specifically identify locations where lane closures shall be in place, the anticipated duration of the closures, plans for signing required to implement and maintain the lane and shoulder closures, and signage plans for the detour. Channelization devices for lanes closures shall be drums unless otherwise specified in the Maintenance of Traffic Plan, or approved by the Engineer.

ENTRANCE CONSTRUCTION:

The Contractor shall be responsible for providing access to all entrances during construction of the project.

SIGNS:

The Engineer may require additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings. Additional signs needed for lane closures may include, but are not limited to; RIGHT LANE CLOSED AHEAD, LEFT LANE CLOSED AHEAD, SLOWED/STOPPED TRAFFIC AHEAD. All additional signing shall be approved by the Engineer.

Signage for reduced speed limits shall be furnished, relocated, and maintained by the Contractor. Contrary to section 112.04.02, only long term signs (signs intended to be continuously in place for

more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but shall be incidental to Maintain and Control Traffic. Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed and relocated during the duration of the project. Replacements for damaged signs directed by the Engineer to be replaced due to poor condition or reflectivity will not be measured for payment.

The Contractor shall remove and relocate permanent traffic signs as directed by the Engineer.

PORTABLE CHANGEABLE MESSAGE SIGNS & ARROW PANELS:

The Contractor is to provide a minimum of three Portable Changeable Message Signs in advance of or on the project at locations to be determined by the Engineer. The Engineer will designate the messages to be provided. Operate the Portable Changeable Message Signs as directed by the Engineer. Use Arrow Panels as shown on the Standard Drawings or as directed by the Engineer. The locations designated for the Portable Changeable Message Signs and Arrow Panels may vary as the work progresses. The Portable Changeable Message Signs and Arrow Panels shall be new, in like-new condition or as approved by the Resident Engineer. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Portable Changeable Message Sign within 24 hours. Replacement for damaged Arrow Panels directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment. Louisville Metro will measure for payment the maximum number of signs in concurrent use at the same time on a single day during the contract and the maximum number of Arrow Panels in concurrent use at the same time on a single day during the contract. Individual signs and Arrow Panels will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Portable Changeable Message Sign and Arrow Panels will remain the property of the Contractor after construction is complete.

BARRICADES:

Barricades will not be allowed in lieu of drums for channelization or delineation.

TRAFFIC COORDINATOR:

The Contractor shall designate an employee to be Traffic Coordinator during any work period when shoulder and/or lane closures are in place. The traffic coordinator shall arrange for personnel to be present on the project at all times to inspect the traffic control (at least once every two hours during active operations and at any time a lane closure is in effect) and to maintain the signing and devices. 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. The Contractor shall furnish the Engineer with the name and telephone number where the Traffic Coordinator can be contacted at all times.

Be advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor shall coordinate the work of this project with the work of the other contractors. In case of conflict, the Engineer will determine the relative priority of work phasing on the various projects.

TMP (Additional Information)
Page 13 of 13

TEMPORARY LIGHTING:

Temporary lighting shall be provided by the Contractor in the instances that the permanent lighting is out or removed. Temporary lighting shall be considered incidental to Maintain and Control Traffic.

BLASTING:

Blasting shall be prohibited on this project. Rock structure excavation shall be performed in a method approved by the Engineer.



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226

Rev. 01/2016

Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
5-8952.00		Jefferson		12F0 FD52 056 1194501R	STP 5137 (039)
PROJECT DESCRIPTION					
Widen US 60 including realignment of Gilliland Road and Eastwood Cutoff (MP 14.7) to Rockcrest Way (MP 15.1)					
<input 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 checked="" 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		10	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed		9			
Condemnation		1			
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	
				Digitally signed by Tom Boykin Date: 2024.01.24 10:13:25 -05'00'	
Right of Way Director			FHWA		
Printed Name				Printed Name	
Signature				Signature	
Date				Date	
		Digitally signed by Kelly Divine Date: 2024.01.25 14:54:18 -06'00'			

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY & UTILITIESTC 62-226
Rev. 01/2016
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RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
5-525.00	Jefferson	12F0 FD52 056 8938401R	STPM 3001 (533)
PROJECT DESCRIPTION			
MET Trail Eastwood Section			
<input 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 checked="" 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	13	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed	13		
Condemnation			
Signed ROE			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Stephen L. Arnold, PE	Printed Name	
Signature		Signature	Tom Boykin
Date	11-15-22	Date	
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature		Signature	
Date	2022.11.15 11:01:53 -06'00'	Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
Federal No.: 5137039
FD52 056 11945 01U
Mile point: 14.718 TO 15.114
WIDEN US 60 (MP 14.7) TO ROCKCREST WAY (MP 15.1).
ITEM NUMBER: 05-8952.00

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

Windstream Communications, LLC – Communication – The company had overhead cables throughout the project. The cables follow the LG&E pole route along the north side of US-60.

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

Louisville Gas & Electric - Natural Gas - The company has relocation work which is to be completed prior to roadway construction. See detailed relocation plans. A 4” gas main is located north of Eastwood Cutoff from STA 7+40 to STA 10+20, crossing under Gilliland Rd. A 4” gas main is located on the west side of Gilliland Rd. from STA52+40 to STA51+00. A 4” gas main crosses US-60 near STA504+00. A 4” gas main runs north of US-60 from STA504+00 to STA522+00. A 4” gas main underneath Highland Ave. from STA49+60 to the end of the road.

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

Louisville Gas and Electric Company – Electric – The company has transmission and distribution lines throughout the project, and underground facilities along Gilliland Rd. and Eastwood Cutoff Rd.

Overhead lines and utility poles run along the north side of US-60 for the entirety of the project. A transmission pole is to be replaced on the north side of US-60, near STA506+00. A few guying poles are located on the south side of US-60, with guy wires crossing US-60 overhead.

There are two joint utility ducts. One runs along the west side of Gilliland Rd. from STA51+00 to STA 53+00. The electrical duct then runs under Gilliland Rd. and along the south side of the multi-use path and Eastwood Cutoff Rd. The electrical duct runs under a portion of the multi-use path from STA8+30 to STA8+70. The other runs along the west side of Highland Ave. from US-60 to STA48+00, crossing under Highland Ave near STA 48+00.

It is anticipated this relocation work will be complete March 28, 2025.

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Jefferson County Federal No.: 5137039 FD52 056 11945 01U Mile point: 14.718 TO 15.114 WIDEN US 60 (MP 14.7) TO ROCKCREST WAY (MP 15.1). ITEM NUMBER: 05-8952.00</p>

AT&T - KY – Communication – The company has overhead and underground and overhead cables throughout the project. Aerial overhead cables are attached to LG&E poles running along the west side of Gilliland Rd.

Underground cables will run with the joint utility ducts along Highland Ave. and Eastwood Cutoff Rd. listed above. Underground cables are also located at the SW corner of US-60 and Gilliland Rd.

It is anticipated this relocation work will be complete May 30, 2025.

Charter Communications – Communication – The company has overhead and underground and overhead cables throughout the project. Aerial overhead cables are attached to LG&E poles running along the west side of Gilliland Rd.

Underground cables will run with the joint utility ducts along Highland Ave. and Eastwood Cutoff Rd. listed above.

It is anticipated this relocation work will be complete April 28, 2025.

Great Plains Communications - Intercarrier Network – Communications – The company has overhead and underground and overhead cables throughout the project. Aerial overhead cables are attached to LG&E poles running along the west side of Gilliland Rd.

Underground cables will run with the joint utility ducts along Highland Ave. and Eastwood Cutoff Rd. listed above.

It is anticipated this relocation work will be complete April 28, 2025.

Kentucky Communications Network Authority – Communication – The company has overhead and underground and overhead cables throughout the project. Aerial overhead cables are attached to LG&E poles running along the west side of Gilliland Rd.

Underground cables will run with the joint utility ducts along Highland Ave. and Eastwood Cutoff Rd. listed above.

It is anticipated this relocation work will be complete April 28, 2025.

UTILITIES AND RAIL CERTIFICATION NOTE

<div>Jefferson County Federal No.: 5137039 FD52 056 11945 01U Mile point: 14.718 TO 15.114 WIDEN US 60 (MP 14.7) TO ROCKCREST WAY (MP 15.1). ITEM NUMBER: 05-8952.00</div>
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THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE ROAD CONTRACTOR AS INCLUDED IN THIS CONTRACT

Louisville Water Company – Water – The company has water mains throughout the project. The new water main will connect to the existing water main at STA502+00 and STA514+30 and run along the south side of US-60. The new water main will branch off around STA504+60 to run under US-60 and continue along the west side of Highland Ave. to STA48+40 before angling under Highland Ave. to connect with the old water main at STA48+20. The new water main on US-60 will have a branch running south on Gilliland Rd., outside of the multi-purpose path to STA54+40 and connect with the existing water main near STA54+40 This water main will have a branch running along the south side of Eastwood Cutoff Rd. to connect with existing water main on the south side of the Eastwood Cutoff Rd. at STA6+90.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Jefferson County Federal No.: 5137039 FD52 056 11945 01U Mile point: 14.718 TO 15.114 WIDEN US 60 (MP 14.7) TO ROCKCREST WAY (MP 15.1). ITEM NUMBER: 05-8952.00</p>

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Communication	1340 E. John Rowan Blvd Bardstown KY 40004	Scott Roche	502-348-4528	sr8832@att.com
Charter Communications - Communication	1018 Linn Station Road Louisville KY 40223	Ben York	502-548-1632	Michael.York@charter.com
Great Plains Communications – Intercarrier Networks - Communications	1600 Great Plains Center PO Box 500 Blair, NE 68008	Dustin Nobbe	812-623-4432	dnobbe@gpcom.com
Kentucky Communications Network Authority - Communication	500 Mero Street Frankfort KY 40601	Cory Speary	502-782-9549	Cory.Speary@Ledcor.com
Louisville Gas & Electric - Natural Gas	820 West Broadway Louisville KY 40202	Caroline Justice	502-627-3708	caroline.justice@lge-ku.com
Louisville Gas and Electric Company - Electric	P.O. Box 32020 Louisville KY 40202	Caroline Justice	502-627-3708	Caroline.Justice@lge-ku.com
Louisville Water Company - Water	550 South Third Street Louisville KY 40202	Pat Howard	502-569-3615	phoward@louisvillewater.com
Windstream Communications, LLC - Communication	111 S. Main St Elizabethtown KY 42701	James Galvin	270-765-1818	james.galvin@windstream.net

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
Federal No.: 5137039
FD52 056 11945 01U
Mile point: 14.718 TO 15.114
WIDEN US 60 (MP 14.7) TO ROCKCREST WAY (MP 15.1).
ITEM NUMBER: 05-8952.00

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

**NORTHEAST LOUISVILLE LOOP SECTION II. CONSTRUCT A SHARED USE PATH ALONG
US 60 FROM EASTWOOD CUTOFF TO EASTWOOD RECREATION CENTER. (METRO
PARKS PROJECT) (2014BOP)
ITEM NUMBER: 05-525.00**

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.

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

**NORTHEAST LOUISVILLE LOOP SECTION II. CONSTRUCT A SHARED USE PATH ALONG
US 60 FROM EASTWOOD CUTOFF TO EASTWOOD RECREATION CENTER. (METRO
PARKS PROJECT) (2014BOP)
ITEM NUMBER: 05-525.00**

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

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.

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
NORTHEAST LOUISVILLE LOOP SECTION II. CONSTRUCT A SHARED USE PATH ALONG
US 60 FROM EASTWOOD CUTOFF TO EASTWOOD RECREATION CENTER. (METRO
PARKS PROJECT) (2014BOP)
ITEM NUMBER: 05-525.00

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

AT&T-AT&T KY – Telephone has existing poles that will remain in place LT 505+50-512+00 and existing cable on LG&E poles Left 512+00-522+00. They will relocate two guy wires prior to construction.

Louisville Gas & Electric - Natural Gas has an existing gas line that will not be relocated RT 506+50-512+50

Louisville Gas and Electric Company – Electric has existing poles that will remain in place LT 505+50-512+00 and Left 512+00-522+00.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County
NORTHEAST LOUISVILLE LOOP SECTION II. CONSTRUCT A SHARED USE PATH ALONG
US 60 FROM EASTWOOD CUTOFF TO EASTWOOD RECREATION CENTER. (METRO
PARKS PROJECT) (2014BOP)
ITEM NUMBER: 05-525.00

Not Applicable

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

Not Applicable

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

NORTHEAST LOUISVILLE LOOP SECTION II. CONSTRUCT A SHARED USE PATH ALONG
US 60 FROM EASTWOOD CUTOFF TO EASTWOOD RECREATION CENTER. (METRO
PARKS PROJECT) (2014BOP)
ITEM NUMBER: 05-525.00

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T-AT&T KY - Telephone	1340 E John Rowan Blvd. Bardstown KY 40004	Scott Roche	5023484528	sr8832@att.com
Louisville Gas & Electric - Natural Gas	820 West Broadway Louisville KY 40202	Caroline Justice	5026273708	caroline.justice@lge-ku.com
Louisville Gas and Electric Company - Electric	P.O. Box 32020 Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com

UTILITIES AND RAIL CERTIFICATION NOTE

Jefferson County

**NORTHEAST LOUISVILLE LOOP SECTION II. CONSTRUCT A SHARED USE PATH ALONG
US 60 FROM EASTWOOD CUTOFF TO EASTWOOD RECREATION CENTER. (METRO
PARKS PROJECT) (2014BOP)
ITEM NUMBER: 05-525.00**

GENERAL UTILITY NOTES AND INSTRUCTIONS APPLICABLE TO ALL UTILITY WORK MADE A PART OF THE ROAD CONSTRUCTION CONTRACT

The contractor should be aware the following utility notes and KYTC Utility Bid Item Descriptions shall supersede, replace and take precedence over any and all conflicting information that may be contained in utility owner supplied specifications contained in the contract, on plans supplied by the utility owner, or any utility owner specifications or information externally referenced in this contract.

Where information may have been omitted from these notes, bid item descriptions, utility owner supplied specifications or plans; the KYTC Standard Specifications for Road and Bridge Construction shall be referenced.

PROTECTION OF EXISTING UTILITIES

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 utility facilities depicted in the plans have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating. 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.

PREQUALIFIED UTILITY CONTRACTORS

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. Those utility owners with a prequalification or preapproval requirement are as follows:

Louisville Water Company

The bidding contractor needs to choose a subcontractor who is a Louisville Water Company prequalified contractor in the categories of 6-inch to 16-inch ductile iron and pvc water main.

The bidding contractor needs to review the above list and choose from the list of approved subcontractors at the end of these general notes as identified above before bidding. When the list of approved subcontractors is provided, only subcontractors shown on the following list(s) will be allowed to work on that utility as a part of this contract.

When the list of approved subcontractors for the utility work is not provided in these general notes, the utility work can be completed by the prime contractor. If the prime contractor chooses to subcontract the work, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the work type of "Utilities" (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

All utility work is being performed as a part of a contract administered by KYTC; there is not a direct contract between the utility contractor and utility owner. The KYTC Section Engineer is ultimately responsible for the administration of the road contract and any utility work included in the contract.

SUBMITTALS AND CORRESPONDENCE

All submittals and correspondence of any kind relative to utility work included in the road contract shall be directed to the KYTC Section Engineer, a copy of which may also be supplied to the utility owner by the contractor to expedite handling of items like material approvals and shop drawings. All approvals and correspondence generated by the utility owner shall be directed to the KYTC Section Engineer. The KYTC Section Engineer will relay any approvals or correspondence to the utility contractor as appropriate. At no time shall any direct communication between the utility owner and utility contractor without the communication flowing through the KYTC Section Engineer be considered official and binding under the contract.

ENGINEER

Where the word "Engineer" appears in any utility owner specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the "Engineer" is the Kentucky Transportation Cabinet (KYTC) Section Engineer or designated representative and the utility owner engineer or designated representative jointly. Both engineers must mutually agree upon all decisions made with regard to the utility construction. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

Where the word “Inspector” or “Resident Project Representative” appears in the utility specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the “Inspector” or “Resident Project Representative” is the utility owner inspector and KYTC inspector jointly. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

NOTICE TO UTILITY OWNERS OF THE START OF WORK

One month before construction is to start on a utility, the utility contractor shall make notice to the KYTC Section Engineer and the utility owner of when work on a utility is anticipated to start. The utility contractor shall again make confirmation notice to the KYTC Section Engineer and the utility owner one week before utility work is to actually start.

UTILITY SHUTDOWNS

The Contractor shall not shut down any active and in-service mains, utility lines or services for any reason unless specifically given permission to do so by the utility owner. The opening and closing of valves and operating of other active utility facilities for main, utility line or utility service shut downs are to be performed by the utility owner unless specific permission is given to the contractor by the owner to make shutdowns. If and when the utility owner gives the contractor permission to shutdown mains, utility lines or utility services, the contractor shall do so following the rules, procedures and regulations of the utility owner. Any permission given by the utility owner to the contractor to shutdown active and in-service mains, utility lines or services shall be communicated to the KYTC Section Engineer by the utility owner that such permission has been given.

Notice to customers of utility shut downs is sometimes required to be performed by the utility contractor. The contractor may be required; but, is not limited to, making notice to utility customers in a certain minimum amount of time in advance of the shut down and by whatever means of communication specified by the utility owner. The means of communication to the customer may be; but is not limited to, a door hanger, notice by newspaper ad, telephone contact, or any combination of communication methods deemed necessary, customary and appropriate by the utility owner. The contractor should refer to the utility owner specifications for requirements on customer notice.

Any procedure the utility owner may require the contractor to perform by specification or plan note and any expense the contractor may incur to comply with the utility owner’s shut down procedure and notice to customers shall be considered an incidental expense to the utility construction.

CUSTOMER SERVICE AND LATERAL ABANDONMENTS When temporary or permanent abandonment of customer water, gas, or sewer services or laterals are necessary during relocation of utilities included in the contract, the utility contractor shall perform these abandonments as part of the contract as incidental work. No separate payment will be made for service line and lateral abandonments. The contractor shall provide all labor, equipment and materials to accomplish the temporary or permanent abandonment in accordance with the plans, specifications and/or as directed by the engineer. Abandonment

may include, but is not limited to, digging down on a water or gas main at the tap to turn off the tap valve or corporation stop and/or capping or plugging the tap, digging down on a sewer tap at the main and plugging or capping the tap, digging down on a service line or lateral at a location shown on the plans or agreeable to the engineer and capping or plugging, or performing any other work necessary to abandon the service or lateral to satisfactorily accomplish the final utility relocation.

STATIONS AND DISTANCES

All stations and distances, when indicated for utility placement in utility relocation plans or specifications, are approximate; therefore, some minor adjustment may have to be made during construction to fit actual field conditions. Any changes in excess of 6 inches of plan location shall be reviewed and approved jointly by the KYTC Section Engineer or designated representative and utility owner engineer or designated representative. Changes in location without prior approval shall be remedied by the contractor at his own expense if the unauthorized change creates an unacceptable conflict or condition.

RESTORATION

Temporary and permanent restoration of paved or stone areas due to utility construction shall be considered incidental to the utility work. No separate payment will be made for this work. Temporary restoration shall be as directed by the KYTC Section Engineer. Permanent restoration shall be "in-kind" as existing.

Restoration of seed and sod areas will be measured and paid under the appropriate seeding and sodding bid items established in the contract for roadway work.

BELOW ARE NOTES FOR WHEN "INST" ITEMS ARE IN THE CONTRACT MEANING THE UTILITY COMPANY IS PROVIDING CERTAIN MATERIALS FOR UTILITY RELOCATION

MATERIAL

Contrary to Utility Bid Item Descriptions, those bid items that have the text "**Inst**" at the end of the bid item will have the major components of the bid item provided by the utility owner. No direct payment will be made for the major material component(s) supplied by the utility company. All remaining materials required to construct the bid item as detailed in utility bid item descriptions, in utility specifications and utility plans that are made a part of this contract will be supplied by the contractor. The contractor's bid price should reflect the difference in cost due to the provided materials.

The following utility owners have elected to provide the following materials for work under this contract:

"No materials are being supplied by the utility owner(s). All materials are to be supplied by the contractor per bid item descriptions, utility specifications and utility plans."

SECURITY OF SUPPLIED MATERIALS

If any utility materials are to be supplied by the utility owner, it will be the responsibility of the utility contractor to secure all utility owner supplied materials after delivery to the project site. The utility contractor shall coordinate directly with the utility owner and their suppliers for delivery and security of the supplied materials. Any materials supplied by the utility owner and delivered to the construction site that are subsequently stolen, damaged or vandalized and deemed unusable shall be replaced with like materials at the contractor's expense.



Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

November 22, 2024

Matthew Bullock
KYTC District 5
8310 Westport Rd
Louisville, KY 402423-042

Re: KYR10 Coverage Acknowledgment
KPDES No.: KYR10S965
US 60 Widening- Project 5-8952.00
Permit Type: Construction Stormwater
AI ID: 55683
Jefferson County, Kentucky

Dear Matthew Bullock:

The discharges associated with the Notice of Intent you submitted have been approved for coverage under the "Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Construction Activities (KYR100000)" master general permit. Your coverage becomes effective on the date of this letter. This coverage automatically terminates two years from the effective date of your coverage unless an extension is requested prior to the termination date, or the Division of Water revokes coverage, whichever comes first. During this period of coverage all discharges shall comply with the conditions of the KYR100000 master general permit. This permit and links to the eNOI (and permit coverage extension) and eNOT forms can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf>.

Any person aggrieved by the issuance of a permit final decision may demand a hearing pursuant to KRS 224.10-420(2) within thirty (30) days from the date of the issuance of this letter. Any demand for a hearing on the permit shall be filed in accordance with the procedures specified in KRS 224.10-420, 224.10-440, 224.10-470, and the regulations promulgated thereto. The request for hearing should be submitted in writing to the Energy and Environment Cabinet, Office of Administrative Hearings, 211 Sower Boulevard, Frankfort, Kentucky 40601 and the Commonwealth of Kentucky, Energy and Environment Cabinet, Division of Water, 300 Sower Boulevard, Frankfort, Kentucky 40601. For your record keeping purposes, it is recommended that these requests be sent by certified mail. The written request must conform to the appropriate statutes referenced above.

Any questions concerning the general permit and its requirements should be directed to me at 502-782-6944 or email me at Barry.Elmore@ky.gov

Construction Site GPS Coordinates: 38.233611, -85.456111
Receiving Water: Unnamed Tributary to Floyds Fork

Sincerely,

A handwritten signature in black ink that reads "Barry Elmore".

Barry Elmore
Surface Water Permits Branch
Division of Water

cc: Kourosh Namin , eNOI Preparer
Todd Giles, Louisville Regional Office
Lori Rafferty, MSD MS4 Coordinator

Item No. 5-8952.00

PCN ##-####
US 60 widening (From Eastwood Cutoff Road to Rockcrest Way)

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

Transaction ID: 60be9885-5815-434b-9dc7-493be2206b72

KPDES No.: KYR10S965

AI ID: 55683

Message:

The eNOI for KPDES coverage under KYR10/Stormwater Construction has been successfully submitted and is currently under review. Your Transaction ID is 60be9885-5815-434b-9dc7-493be2206b72. Your Submittal ID is 466953.

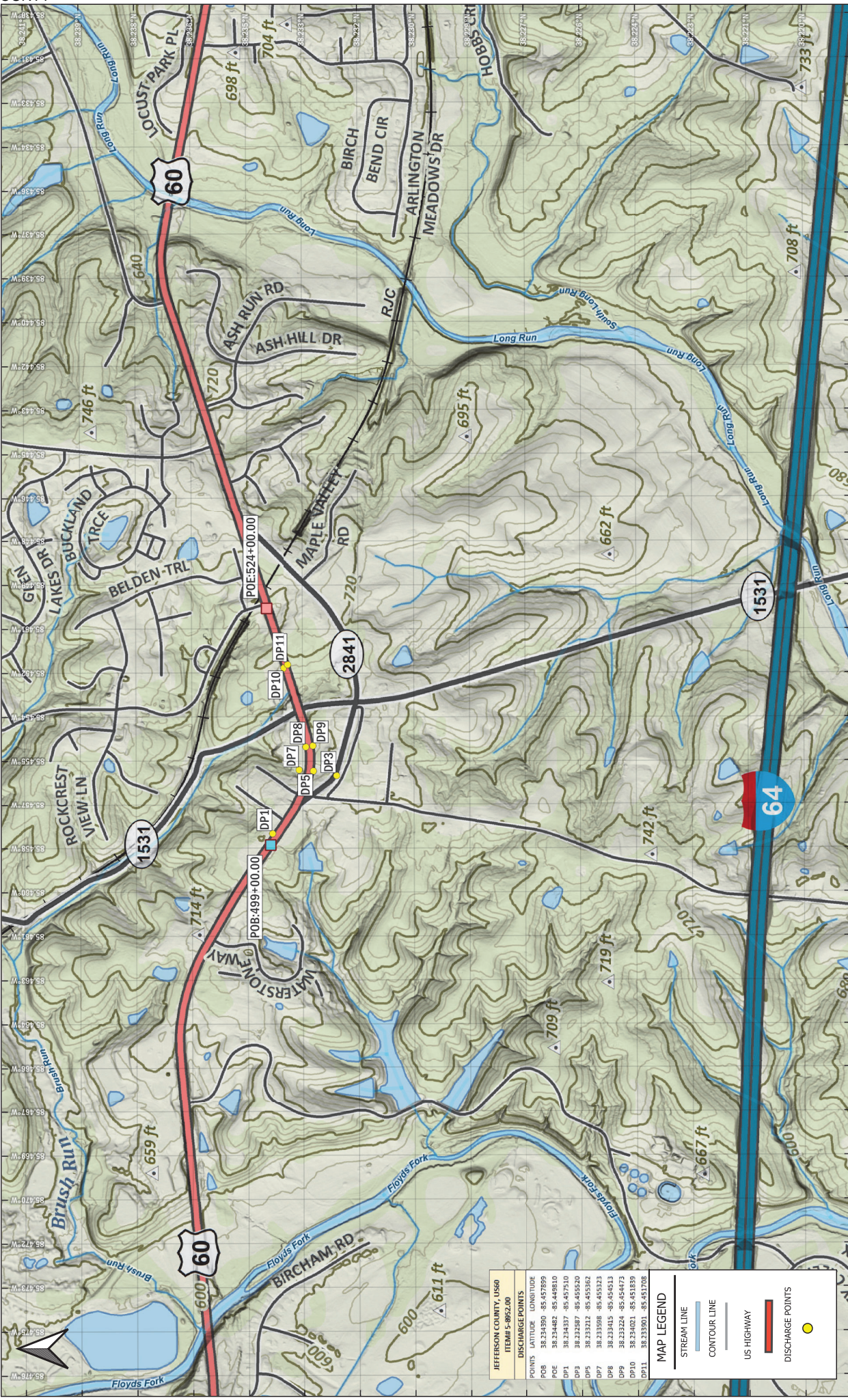
If you have questions about your submittal, forward this email to Robin.Snider@ky.gov with your specific questions for the most prompt response. Please retain this email for your records.

Company Name: KYTC District 5

Address: 8310 Westport Road, Louisville, KY 40242

Item No. 5-8952.00

File: 5-8952 eNOI TransactionID.docx
Last revised: CBJ 11/6/2024



JEFFERSON COUNTY, US60		
ITEM# 5-8952.00		
POINTS	LATITUDE	LONGITUDE
POB	38.234390	-85.457899
P0E	38.234482	-85.448810
DP1	38.234337	-85.457510
DP5	38.232587	-85.455320
DP6	38.233212	-85.455320
DP7	38.233588	-85.455323
DP8	38.233415	-85.455313
DP9	38.233224	-85.454173
DP10	38.234001	-85.451839
DP11	38.233901	-85.451708

MAP LEGEND

STREAM LINE

CONTOUR LINE

US HIGHWAY

DISCHARGE POINTS

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

US 60 WIDENING
EASTWOOD CUTOFF ROAD TO ROCKCREST WAY

MAP SCALE:
1:10,000

DISCHARGE POINTS


ITEM NO.
5-8952.00

COUNTY OF
JEFFERSON

SHEET NO. TOPO MAP-DISCHARGE POINTS

Thank you for submitting your information via the Kentucky Department for Environmental Protection eForms website. Please save a copy of this submittal for your records. We recommend saving a copy as a .mht, .html, or .htm file.
The Submittal ID for this transaction is 469114 and was submitted by EECPPC\elmore on . If you need to contact EEC regarding your submission, please reference your Submittal ID.

The eForm Submittal ID allows you to use the data from this submittal as a template and/or download a copy of your submittal.



KENTUCKY POLLUTION DISCHARGE

ELIMINATION SYSTEM (KPDES)

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

Click here for Instructions
(Controls/KPDES_FormKYR10_Instructions.

Click here to obtain information and a copy of the KPDES
General Permit. ([https://eec.ky.gov/Environmental-
Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPag](https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPag))


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

General Comments:			
Applicant Comment:			
EEC Reviewer Comment:			
Reason for Submittal:(*)		Agency Interest ID:	
Application for New Pern		Agency Interest ID	
Permit Number:(✓)		KPDES Permit Number	
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought: (✓)			
ELIGIBILITY: Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.			
EXCLUSIONS: The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.			
SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)			
Company Name:(✓)		First Name:(✓)	M.I.:
KYTC District 5		Matt	M
		Last Name:(✓)	
		Bullock	

Mailing Address:(*) 8310 Westport Road	City:(*) Louisville	State:(*) Kentucky	Zip:(*) 40242
eMail Address:(*) Matt.Bullock@ky.gov	Business Phone:(*) 502-210-5400	Alternate Phone: Phone	
Section I Comments:			
Applicant Comment:			
EEC Reviewer Comment:			

SECTION II -- GENERAL SITE LOCATION INFORMATION			
Project Name:(*) US 60 Widening- Project 5-8952.00	Status of Owner/Operator(*) State Governme	SIC Code(*) 1611 Highway a	
Company Name:(✓) KYTC District 5	First Name:(✓) Matt	M.I.: M	Last Name:(✓) Bullock
Site Physical Address:(*) Eastwood Cutoff Road to Rockcrest Way			
City:(*) Louisville	State:(*) Kentucky	Zip:(*) 40245	
County:(*) Jefferson	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 38.233611	Longitude(decimal degrees)(*) -85.456111	

Section II Comments:			
Applicant Comment:			
EEC Reviewer Comment:			

SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION 	
Section III requires part A or part B to be completed.	
Project Description:(*) US 60 WIDENING , Eastwood Cutoff Road (MP 14.7) to Rockcrest Way (MP 15.1)	
a. For single projects provide the following information	
Total Number of Acres in Project:(✓)	Total Number of Acres Disturbed:(✓)

7.7	5.7
Anticipated Start Date:(✓) 1/1/2025	Anticipated Completion Date:(✓) 12/31/2025
b. For common plans of development provide the following information	
Total Number of Acres in Project:(✓) # Acre(s)	Total Number of Acres Disturbed:(✓) # Acre(s)
Number of individual lots in development, if applicable:(✓) # lot(s)	Number of lots in development:(✓) # lot(s)
Total acreage of lots intended to be developed:(✓) Project Acres	Number of acres intended to be disturbed at any one time: (✓) Disturbed Acres
Anticipated Start Date:(✓)	Anticipated Completion Date:(✓)
List Building Contractor(s) at the time of Application:(*) Company Name	
Section III Comments:	
Applicant Comment:	
EEC Reviewer Comment:	
SECTION IV -- IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED	
<p>Complete the following table if the permitted site discharges to a water body. Please note that if you enter a row in hte below table, all columns are required to be filled out.</p> <p>Unnamed Tributary?: Does discharge enter an unnamed tributary prior to entering a named receiving water?</p> <p>Latitude in decimal degrees: Format must be between 36.490000 and 39.150000, with a minimum of 5 decimal points of accuracy.</p> <p>Longitude in decimal degrees: Format must be between -89.580000 and -81.960000, with a minimum of 5 decimal points of accuracy.</p> <p>Receiving Water Name: Recieving water name must be from the following list of possible receiving waters.(click here for a list (Controls/ReceivingStream.htm)). If the discharge flows into an unnamed tributary, please enter the first "named" receiving water for which the unnamed tributary(ies) eventually flows into.</p>	
Discharge Point(s): Unnamed Tributary? Latitude Longitude Receiving Water Name	
Section IV Comments:	
Applicant Comment:	
EEC Reviewer Comment:	
SECTION V -- IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED	

List all MS4 Discharge Points
Latitude in decimal degrees. Format must be between 36.490000 and 39.150000, with a minimum of 5 decimal points of accuracy.
Longitude in decimal degrees. Format must be between -89.580000 and -81.960000, with a minimum of 5 decimal points of accuracy.

Name of MS4: MSD-MSD																			
Date of application/notification to the MS4 for construction site permit coverage: 11/15/2024	Discharge Point(s):(*) <table><tr><th>Latitude</th><th>Longitude</th></tr><tr><td>38.232587</td><td>-85.455520</td></tr><tr><td>38.233212</td><td>-85.455362</td></tr><tr><td>38.233224</td><td>-85.454473</td></tr><tr><td>38.233415</td><td>-85.454513</td></tr><tr><td>38.233598</td><td>-85.455323</td></tr><tr><td>38.233901</td><td>-85.451708</td></tr><tr><td>38.234021</td><td>-85.451839</td></tr><tr><td>38.234337</td><td>-85.457510</td></tr></table>	Latitude	Longitude	38.232587	-85.455520	38.233212	-85.455362	38.233224	-85.454473	38.233415	-85.454513	38.233598	-85.455323	38.233901	-85.451708	38.234021	-85.451839	38.234337	-85.457510
Latitude	Longitude																		
38.232587	-85.455520																		
38.233212	-85.455362																		
38.233224	-85.454473																		
38.233415	-85.454513																		
38.233598	-85.455323																		
38.233901	-85.451708																		
38.234021	-85.451839																		
38.234337	-85.457510																		

Section V Comments:
Applicant Comment:
EEC Reviewer Comment:

SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?	
Will the project require construction activities in a water body or the riparian zone?:(*)	No
If Yes, describe scope of activity: (✓)	describe scope of activity
Is a Clean Water Act 404 permit required?:(*)	No
Is a Clean Water Act 401 Water Quality Certification required?:(*)	No

Section VI Comments:
Applicant Comment:
EEC Reviewer Comment:

SECTION VII -- NOI PREPARER INFORMATION			
First Name:(*) Kourosh	M.I.: M	Last Name:(*) Namin	Company Name:(*) KYTC

Mailing Address:(*) 8310 Westport Road		City:(*) Louisville		State:(*) Kentucky		Zip:(*) 40242	
eMail Address:(*) Kourosh.Namin@ky.gov				Business Phone:(*) 502-764-0078		Alternate Phone: Phone	
Section VII Comments:							
Applicant Comment:							
EEC Reviewer Comment:							
SECTION VIII -- ATTACHMENTS							
Facility Location Map:(*)				Upload file			
Supplemental Information:				Upload file			
Section VIII Comments:							
Applicant Comment:							
EEC Reviewer Comment:							
SECTION IX -- CERTIFICATION							
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.							
Signature:(*) Matt Bullock				Title:(*) Chief District Engineer			
First Name:(*) Matt		M.I.: MI		Last Name:(*) Bullock			
eMail Address:(*) Matt.Bullock@ky.gov		Business Phone:(*) 502-210-5400		Alternate Phone: Phone		Signature Date: (*) 11/15/20	
Section IX Comments:							
Applicant Comment:							
EEC Reviewer Comment:							

[Click to Save Values for Future Retrieval](#) [Click for Review Complete](#) [Click to Submit Deficiency](#)

KyTC BMP Plan for Project CID 25-1102



Kentucky Transportation Cabinet

Highway District 5 (1)

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

**Widen US 60 including realignment of Gilliland
Road and Eastwood Cutoff (MP 14.7) to Rockcrest
Way (MP 15.1) (1)**

Project: CID ## - #####

KyTC BMP Plan for Project CID 25-1102

Project information

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

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

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route = US 60 (Shelbyville Road from Eastwood Cutoff Road to Rockcrest Way) (1)
6. Latitude/Longitude (project mid-point) 38°14'01" N, 85°27'22" W (1)
7. County (project mid-point) = Jefferson County (1)
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project CID 25-1102

A. Site description:

1. Nature of Construction Activity = Widen US 60 including realignment of Gilliland Road and Eastwood Cutoff (MP 14.7) to Rockcrest Way (MP 15.1) Grade, Drain and Surface (1)
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved = 7,550 CY (Roadway Excavation), 3,969 CY (Embankment) (1)
4. Estimate of total project area (acres) (1)
5. Estimate of area to be disturbed (acres) 5.7 (1)
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.(1)
7. Data describing existing soil condition (1) & (2)
8. Data describing existing discharge water quality (if any) (1) & (2)
9. Receiving water name (1)
10. TMDLs and Pollutants of Concern in Receiving Waters: (1 DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

KyTC BMP Plan for Project CID 25-1102

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

B. Sediment and Erosion Control Measures:

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

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

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

KyTC BMP Plan for Project CID 25-1102

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

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

KyTC BMP Plan for Project CID 25-1102

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

C. Other Control Measures

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

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

3. Hazardous Waste

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

KyTC BMP Plan for Project CID 25-1102

when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

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

➤ **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

KyTC BMP Plan for Project CID 25-1102

➤ **Petroleum Products:**

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

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

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

KyTC BMP Plan for Project CID 25-1102

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

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1)

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for

KyTC BMP Plan for Project CID 25-1102

the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

F. Inspections

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

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

KyTC BMP Plan for Project CID 25-1102

G. Non – Storm Water discharges

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

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

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

- _____ 2. (e) land treatment or land disposal of a pollutant;
- _____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);
- _____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;
- _____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

KyTC BMP Plan for Project CID 25-1102

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

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

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

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

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

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

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

Contractor and Resident Engineer Plan certification

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____,
 Typed or printed name² _____ signature _____

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

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

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

Sub-Contractor Certification

Revised 3/4/2016

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No. 5 - 8952

County: Jefferson

Route: 60

Project Manager: CARL JENKINS

8/9/24

CAP #	Date of Promise	Promise made to:	Location of Promise:	CAP Description
1	8/9/24	District 5 R/W	Parcel No 001	<ul style="list-style-type: none">• Property owner will maintain ingress and egress access to the fullest extent reasonably possible throughout the use of the easement.• Do not remove the trees and landscaping throughout the use of the easement.• Grass surface to be restored to mowable after the use of the easement.
2	8/9/24	District 5 R/W	Parcel No. 002	Property owner will maintain ingress and egress access to the fullest extent reasonably possible throughout the use of the easement.
3	8/9/24	District 5 R/W	Parcel No. 006	Please notify owner, Mackenzie Bauer, (502) 905-0662, approximately 2 weeks prior to construction.
4	8/9/24	District 5 R/W	Parcel No. 011	The owner has been compensated for a Singulair Green wastewater treatment system. After this is installed, the effluent is to drain into the ditch along Gilliland Road or Eastwood Cutoff Road. Road contractor to ensure this treatment system drainage continues unaffected, before, during and after road construction project.

MATERIAL SUMMARY

CONTRACT ID: 251102

STP 5137 (039)

DE05600602502

EASTWOOD CUTOFF RD. TO ROCKCREST WAY (US 60) WIDEN US 60 TO THREE LANES FROM EASTWOOD CUTOFF RD. TO ROCKCREST WAY GRADE & DRAIN WITH ASPHALT SURFACE, A DISTANCE OF .41 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00003	CRUSHED STONE BASE	2,528.00	TON
0010	00020	TRAFFIC BOUND BASE	332.00	TON
0015	00190	LEVELING & WEDGING PG64-22	276.00	TON
0020	00214	CL3 ASPH BASE 1.00D PG64-22	3,139.00	TON
0025	02101	CEM CONC ENT PAVEMENT-8 IN	36.00	SQYD
0030	20071EC	JOINT ADHESIVE	6,611.00	LF
0035	22906ES403	CL3 ASPH SURF 0.38A PG64-22	1,095.00	TON
0040	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	17.00	TON
0045	01875	STANDARD HEADER CURB	149.00	LF
0050	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	2.00	EACH
0055	02014	BARRICADE-TYPE III	5.00	EACH
0060	02091	REMOVE PAVEMENT	409.00	SQYD
0065	02159	TEMP DITCH	1,589.00	LF
0070	02160	CLEAN TEMP DITCH	795.00	LF
0075	02200	ROADWAY EXCAVATION	7,550.00	CUYD
0080	02242	WATER	5.00	MGAL
0085	02351	GUARDRAIL-STEEL W BEAM-S FACE	150.00	LF
0090	02367	GUARDRAIL END TREATMENT TYPE 1	2.00	EACH
0095	02381	REMOVE GUARDRAIL	187.50	LF
0100	02429	RIGHT-OF-WAY MONUMENT TYPE 1	20.00	EACH
0105	02483	CHANNEL LINING CLASS II	86.00	TON
0110	02484	CHANNEL LINING CLASS III	93.00	TON
0115	02545	CLEARING AND GRUBBING - 4.2 ACRES	1.00	LS
0120	02562	TEMPORARY SIGNS	421.00	SQFT
0125	02585	EDGE KEY	178.00	LF
0130	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0135	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH
0140	02701	TEMP SILT FENCE	1,589.00	LF
0145	02703	SILT TRAP TYPE A	6.00	EACH
0150	02704	SILT TRAP TYPE B	6.00	EACH
0155	02705	SILT TRAP TYPE C	6.00	EACH
0160	02706	CLEAN SILT TRAP TYPE A	6.00	EACH
0165	02707	CLEAN SILT TRAP TYPE B	6.00	EACH
0170	02708	CLEAN SILT TRAP TYPE C	6.00	EACH
0175	02723	SIDEWALK-6 IN CONCRETE	69.00	SQYD
0180	02726	STAKING	1.00	LS
0185	05950	EROSION CONTROL BLANKET	1,976.00	SQYD
0190	05952	TEMP MULCH	18,457.00	SQYD
0195	05953	TEMP SEEDING AND PROTECTION	13,842.00	SQYD
0200	05963	INITIAL FERTILIZER	.60	TON
0205	05964	MAINTENANCE FERTILIZER	.90	TON
0210	05985	SEEDING AND PROTECTION	10,905.00	SQYD

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0215	05990	SODDING	5,841.00	SQYD
0220	05992	AGRICULTURAL LIMESTONE	17.20	TON
0225	06510	PAVE STRIPING-TEMP PAINT-4 IN	12,000.00	LF
0230	06514	PAVE STRIPING-PERM PAINT-4 IN	1,554.00	LF
0235	06515	PAVE STRIPING-PERM PAINT-6 IN	1,192.00	LF
0240	06541	PAVE STRIPING-THERMO-4 IN Y	200.00	LF
0245	06542	PAVE STRIPING-THERMO-6 IN W	5,575.00	LF
0250	06543	PAVE STRIPING-THERMO-6 IN Y	3,855.00	LF
0255	06546	PAVE STRIPING-THERMO-12 IN W	464.00	LF
0260	06550	PAVE STRIPING-TEMP REM TAPE-W	750.00	LF
0265	06567	PAVE MARKING-THERMO STOP BAR-12IN	20.00	LF
0270	06568	PAVE MARKING-THERMO STOP BAR-24IN	80.00	LF
0275	06573	PAVE MARKING-THERMO STR ARROW	2.00	EACH
0280	06574	PAVE MARKING-THERMO CURV ARROW	22.00	EACH
0285	06575	PAVE MARKING-THERMO COMB ARROW	3.00	EACH
0290	06576	PAVE MARKING-THERMO ONLY	2.00	EACH
0295	06610	INLAID PAVEMENT MARKER-MW	22.00	EACH
0300	06612	INLAID PAVEMENT MARKER-BY	44.00	EACH
0305	10020NS	FUEL ADJUSTMENT	7,006.00	DOLL
0310	10030NS	ASPHALT ADJUSTMENT	17,597.00	DOLL
0315	20191ED	OBJECT MARKER TY 3	2.00	EACH
0320	21289ED	LONGITUDINAL EDGE KEY	1,383.00	LF
0325	23158ES505	DETECTABLE WARNINGS	114.00	SQFT
0330	23261EC	PAVE MARK-THERMO-X-WALK-24 IN	400.00	LF
0335	23274EN11F	TURF REINFORCEMENT MAT 1	336.00	SQYD
0340	24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN	28.00	LF
0345	00440	ENTRANCE PIPE-15 IN	63.00	LF
0350	00443	ENTRANCE PIPE-24 IN	38.00	LF
0355	00451	ENTRANCE PIPE-18 IN EQUIV	48.00	LF
0360	00460	CULVERT PIPE-12 IN	4.00	LF
0365	00462	CULVERT PIPE-18 IN	213.00	LF
0370	00464	CULVERT PIPE-24 IN	22.00	LF
0375	00492	CULVERT PIPE-24 IN EQUIV	64.00	LF
0380	00522	STORM SEWER PIPE-18 IN	273.00	LF
0385	01200	PIPE CULVERT HEADWALL-12 IN	1.00	EACH
0390	01204	PIPE CULVERT HEADWALL-18 IN	1.00	EACH
0395	01208	PIPE CULVERT HEADWALL-24 IN	1.00	EACH
0400	01433	SLOPED BOX OUTLET TYPE 1-18 IN	3.00	EACH
0405	01451	S & F BOX INLET-OUTLET-24 IN	2.00	EACH
0410	01490	DROP BOX INLET TYPE 1	3.00	EACH
0415	01651	JUNCTION BOX-MOD	1.00	EACH
0420	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	2,215.00	SQYD
0425	20478ND	FRAME AND LID TY 2	2.00	EACH
0430	23952EC	DRAINAGE JUNCTION BOX TY B	1.00	EACH
0435	24814EC	PIPELINE INSPECTION	562.00	LF
0440	14015	W ENCASEMENT STEEL OPEN CUT RANGE 4	135.00	LF
0445	14016	W ENCASEMENT STEEL OPEN CUT RANGE 5	45.00	LF
0450	14017	W ENCASEMENT STEEL OPEN CUT RANGE 6	90.00	LF
0455	14019	W FIRE HYDRANT ASSEMBLY	2.00	EACH
0460	14021	W FIRE HYDRANT REMOVE	2.00	EACH

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0465	14036	W PIPE DUCTILE IRON 06 INCH	135.00	LF
0470	14037	W PIPE DUCTILE IRON 08 INCH	150.00	LF
0475	14039	W PIPE DUCTILE IRON 12 INCH	1,485.00	LF
0480	14040	W PIPE DUCTILE IRON 16 INCH	280.00	LF
0485	14047	W PIPE DCTL IRON RSTRND JOINT 06 IN	100.00	LF
0490	14048	W PIPE DCTL IRON RSTRND JOINT 08 IN	95.00	LF
0495	14050	W PIPE DCTL IRON RSTRND JOINT 12 IN	60.00	LF
0500	14051	W PIPE DCTL IRON RSTRND JOINT 16 IN	100.00	LF
0505	14074	W PLUG EXISTING MAIN	8.00	EACH
0510	14094	W TIE-IN 06 INCH	3.00	EACH
0515	14095	W TIE-IN 08 INCH	3.00	EACH
0520	14097	W TIE-IN 12 INCH	2.00	EACH
0525	14105	W VALVE 06 INCH	2.00	EACH
0530	14106	W VALVE 08 INCH	3.00	EACH
0535	14108	W VALVE 12 INCH	9.00	EACH
0540	14109	W VALVE 16 INCH	2.00	EACH
0545	14146	W SERV COPPER LONG SIDE 1-1/2 IN	1.00	EACH
0550	14148	W SERV COPPER LONG SIDE 3/4 IN	6.00	EACH
0555	14149	W SERV COPPER SHORT SIDE 1 IN	1.00	EACH
0560	14152	W SERV COPPER SHORT SIDE 3/4 IN	5.00	EACH
0565	14158	W BLOWOFF ASSEMBLY - .	5.00	EACH
0570	06406	SBM ALUM SHEET SIGNS .080 IN	216.00	SQFT
0575	06407	SBM ALUM SHEET SIGNS .125 IN	26.00	SQFT
0580	06410	STEEL POST TYPE 1	365.00	LF
0585	06412	STEEL POST MILE MARKERS	2.00	EACH
0590	21373ND	REMOVE SIGN	23.00	EACH
0595	24631EC	BARCODE SIGN INVENTORY	55.00	EACH
0600	02568	MOBILIZATION	1.00	LS
0605	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 251102

STP 5137 (039)

DE05628412502

MET EASTWOOD EXTENSION (US 60) SHARED USE PATH ALONG US 60 FROM EASTWOOD CUTOFF EASTWOOD RECREATION CENTER SIDEWALK CONSTRUCTION, A DISTANCE OF .34 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0610	00003	CRUSHED STONE BASE - LPA	1,230.00	TON
0615	00190	LEVELING & WEDGING PG64-22 - LPA	40.00	TON
0620	00214	CL3 ASPH BASE 1.00D PG64-22 - LPA	431.00	TON
0625	02720	SIDEWALK-4 IN CONCRETE - LPA	58.00	SQYD
0630	22906ES403	CL3 ASPH SURF 0.38A PG64-22 - LPA	253.00	TON
0635	24890EC	SIDEWALK-8 IN CONCRETE - LPA	67.00	SQYD
0640	01915	STANDARD BARRIER MEDIAN TYPE 1 - LPA	8.00	SQYD
0645	02014	BARRICADE-TYPE III - LPA	4.00	EACH
0650	02091	REMOVE PAVEMENT - LPA	343.00	SQYD
0655	02200	ROADWAY EXCAVATION - LPA	617.00	CUYD
0660	02242	WATER - LPA	587.00	MGAL

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0665	02265	REMOVE FENCE - LPA	214.00	LF
0670	02430	RIGHT-OF-WAY MONUMENT TYPE 1A - LPA	24.00	EACH
0675	02432	WITNESS POST - LPA	24.00	EACH
0680	02545	CLEARING AND GRUBBING - 2.0 ACRES	1.00	LS
0685	02562	TEMPORARY SIGNS - LPA	200.00	SQFT
0690	02569	DEMOBILIZATION	1.00	LS
0695	02585	EDGE KEY - LPA	233.00	LF
0700	02650	MAINTAIN & CONTROL TRAFFIC - LPA	1.00	LS
0705	02671	PORTABLE CHANGEABLE MESSAGE SIGN - LPA	3.00	EACH
0710	02701	TEMP SILT FENCE - LPA	5,130.00	LF
0715	02703	SILT TRAP TYPE A - LPA	1.00	EACH
0720	02704	SILT TRAP TYPE B - LPA	4.00	EACH
0725	02705	SILT TRAP TYPE C - LPA	4.00	EACH
0730	02706	CLEAN SILT TRAP TYPE A - LPA	1.00	EACH
0735	02707	CLEAN SILT TRAP TYPE B - LPA	4.00	EACH
0740	02708	CLEAN SILT TRAP TYPE C - LPA	4.00	EACH
0745	02726	STAKING - LPA	1.00	LS
0750	05963	INITIAL FERTILIZER - LPA	1.00	TON
0755	05964	MAINTENANCE FERTILIZER - LPA	1.00	TON
0760	05985	SEEDING AND PROTECTION - LPA	5,800.00	SQYD
0765	05990	SODDING - LPA	1,271.00	SQYD
0770	05992	AGRICULTURAL LIMESTONE - LPA	6.00	TON
0775	06406	SBM ALUM SHEET SIGNS .080 IN - LPA	156.00	SQFT
0780	06410	STEEL POST TYPE 1 - LPA	175.00	LF
0785	06514	PAVE STRIPING-PERM PAINT-4 IN - LPA	85.00	LF
0790	06541	PAVE STRIPING-THERMO-4 IN Y - LPA	400.00	LF
0795	06565	PAVE MARKING-THERMO X-WALK-6 IN - LPA	66.00	LF
0800	06567	PAVE MARKING-THERMO STOP BAR-12IN - LPA	13.00	LF
0805	06568	PAVE MARKING-THERMO STOP BAR-24IN - LPA	44.00	LF
0810	06570	PAVE MARKING-PAINT CROSS-HATCH - LPA	145.00	SQFT
0815	20206EC	PAVE MARK HANDICAP SYMBOL - LPA	1.00	EACH
0820	20550ND	SAWCUT PAVEMENT - LPA	200.00	LF
0825	21341ND	BOLLARDS - LPA	2.00	EACH
0830	23158ES505	DETECTABLE WARNINGS - LPA	95.00	SQFT
0835	23185EC	BRICK-PAVERS FOR SIDEWALK - LPA	5.00	SQYD
0840	23404EC	BENCH - LPA	2.00	EACH
0845	23405EC	TRASH RECEPTACLE - LPA	2.00	EACH
0850	23802EC	PRECAST VEHICLE STOP - LPA	5.00	EACH
0855	24631EC	BARCODE SIGN INVENTORY - LPA	39.00	EACH
0860	24679ED	PAVE MARK THERMO CHEVRON - LPA	480.00	SQFT
0865	30020	BIKE RACK - LPA	1.00	EACH

Contract Id: _____ Contractor: _____

Section Engineer: _____ District & County: _____

DESCRIPTION	UNIT	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD
GUARDRAIL (Includes End treatments & crash cushions)	LF	_____	_____
STEEL POSTS	EACH	_____	_____
STEEL BLOCKS	EACH	_____	_____
WOOD OFFSET BLOCKS	EACH	_____	_____
BACK UP PLATES	EACH	_____	_____
CRASH CUSHION	EACH	_____	_____
NUTS, BOLTS, WASHERS	BAG/BCKT	_____	_____
DAMAGED RAIL TO MAINT. FACILITY	LF	_____	_____
DAMAGED POSTS TO MAINT. FACILITY	EACH	_____	_____

***Required Signatures before Leaving Project Site**

Printed Section Engineer’s Representative_____ & Date_____

Signature Section Engineer’s Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

***Required Signatures after Arrival at Bailey Bridge Yard (All material on truck must be counted & the quantity received column completed before signatures)**

Printed Bailey Bridge Yard Representative_____ & Date_____

Signature Bailey Bridge Yard Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

**Payment for the bid item remove guardrail will be based upon the quantities shown in the Bailey Bridge Yard received column. Payment will not be made for guardrail removal until the guardrail verification sheets are electronically submitted to the Section Engineer by the Bailey Bridge Yard Representative.

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>

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/***() FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

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

2.3 Power.

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

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

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

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

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

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

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

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

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

Effective June 15, 2012

SPECIAL NOTE FOR TURF REINFORCING MAT

1.0 DESCRIPTION. Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department’s Current Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Turf Reinforcement Mat (TRM). Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department’s List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, channels with high shear stresses, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Properties	Type 1	Type 2	Type 3	Type 4
Maximum Slope (H:V)	1:1	1:1	0.5:1	0.5:1
Un-vegetated Shear	≥ 2.0 lbs/ft ² (≥ 96 Pa)	≥ 2.0 lb/ft2 (≥ 96 Pa)"	≥ 2.0 lb/ft2 (≥ 96 Pa)	≥ 2.0 lb/ft2 (≥ 96 Pa)

Stress ^{b, c, d} ASTM D6460				
Vegetated Shear Stress ^{c, d, e, f} ASTM D6460	≥ 6.0 lbs/ft ² (≥ 287 Pa)	≥ 8.0 lb/ft ² (≥ 383 Pa)	≥ 10.0 lb/ft ² (≥ 479 Pa)	≥ 12.0 lb/ft ² (≥ 575 Pa)
Seedling Emergence ^d ASTM D7322	≥ 250%	≥ 250%	≥ 250%	≥ 250%
MD Material Tensile Strength ^{d, f} ASTM D6818	≥ 150 lbs/ft (≥ 2.2 kN/m)	≥ 175 lbs/ft (≥ 2.6 kN/m)	≥ 200 lbs/ft (≥ 2.9 kN/m)	≥ 1,500 lbs/ft (≥ 21.9 kN/m)
TD Material Tensile Strength ^{d, f} ASTM D6818	≥ 150 lbs/ft (≥ 2.2 kN/m)	≥ 175 lbs/ft (≥ 2.6 kN/m)	≥ 200 lbs/ft (≥ 2.9 kN/m)	≥ 1,500 lbs/ft (≥ 21.9 kN/m)
Mass Per Unit Area ^d ASTM D6566	≥ 8.0 oz/yd ² (≥ 271 g/m ²))	≥ 8.0 oz/yd ² (≥ 271 g/m ²)	≥ 8.0 oz/yd ² (≥ 271 g/m ²)	≥ 8.0 oz/yd ² (≥ 271 g/m ²)
Material Thickness ^d ASTM D6525	≥ 0.25 in (≥ 6.35 mm)	≥ 0.25 in (≥ 6.35 mm)	≥ 0.25 in (≥ 6.35 mm)	≥ 0.25 in (≥ 6.35 mm)
UV Stability ^{c, e} ASTM D4355	≥ 80% @ 500 hrs	≥ 80% @ 500 hrs	≥ 80% @ 1,000 hrs	≥ 90% @ 1,000 hrs

- a. For Type 4 mats, property values tested per ASTM D6818 and D6525 are reported as minimum average roll values (MARVs). MARVs are calculated as the typical minus two standard deviations. Statistically, it yields a 97.7% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.
- b. Required minimum shear stress TRM (un-vegetated) can sustain without physical damage or excess erosion (> 12.7 mm (0.5 in.) soil loss during successive, minimum 30 minute flow events in large scale testing.
- c. Acceptable large-scale testing protocol may include ASTM D6460, or other independent testing deemed acceptable by the engineer. Large-scale performance testing typically involves limited soil types and vegetative stands, therefore it is recommended that an appropriate factor of safety be used in design and product selection (see Guidance Document for further information).
- d. Typical values are calculated as the average value, it yields a 50% degree of confidence that any samples taken from quality assurance testing will exceed the value reported.
- e. Required minimum shear stress TRM (fully vegetated) can sustain without physical damage or excess erosion (> 12.7 mm (0.5 in.) soil loss during successive, minimum 30 minute flow events in large scale testing.
- f. For TRMs containing degradable components, property values must be obtained on the non-degradable portion of the matting alone.

NOTE: TRMs are typically used in hydraulic applications, such as high flow ditches and channels, steep slopes, stream banks, and shorelines, where erosive forcers may exceed the limits of natural, unreinforced vegetation or in areas where limited vegetation establishment is anticipated.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Performance Testing: The Department will require AASHTO’s NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure

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97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

- B) Provide TRM listed on the Department's List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- C) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- D) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department's List of Approved Materials. Mats that exceed the criteria for KYTC Types 1-4 are available. Contact an erosion control material supplier for more information.

2.4 Fasteners. When the mat manufacturer does not specify a specific fastener, use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch and a minimum length of 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer's Representative. Provide staples with colored tops when requested by the Engineer.

3.0 CONSTRUCTION. Provide a Manufacturer's Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department's criteria and the Manufacturer's criteria, construct using the more restrictive. The Engineer and Manufacturer's Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer's recommendations and the following as minimum installation technique:

3.1 Site Preparation. Smoothly grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

3.2 Installation. Install mats according to Standard Drawing Sepias "Turf Mat Channel Installation" and "Turf Mat Slope Installation." Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer's Representative. The mat should be in direct contact with the soil surface. Infill and overfill the mat with a minimum of ½" of soil as directed by the Manufacturer.

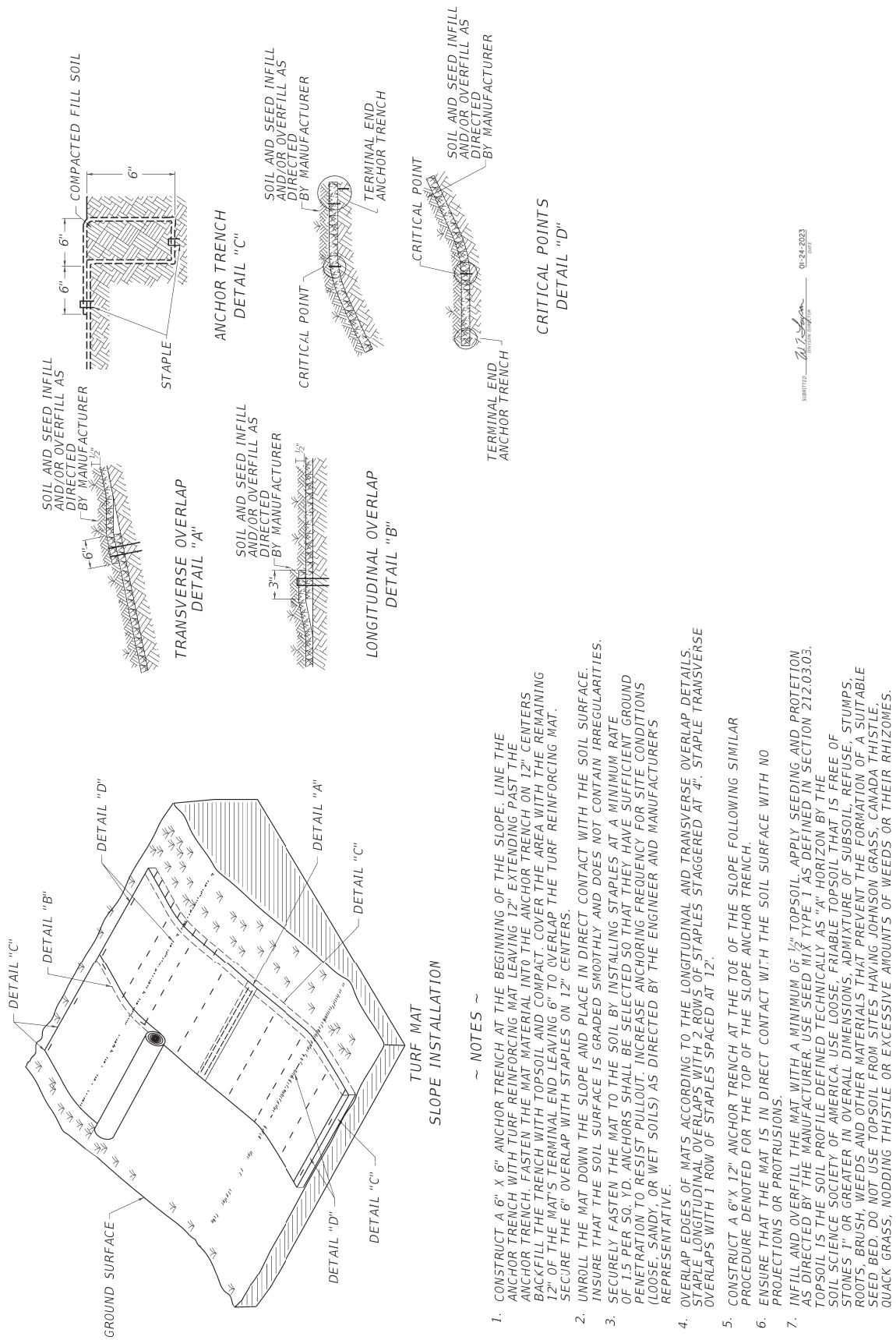
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4.0 MEASUREMENT. The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer’s Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

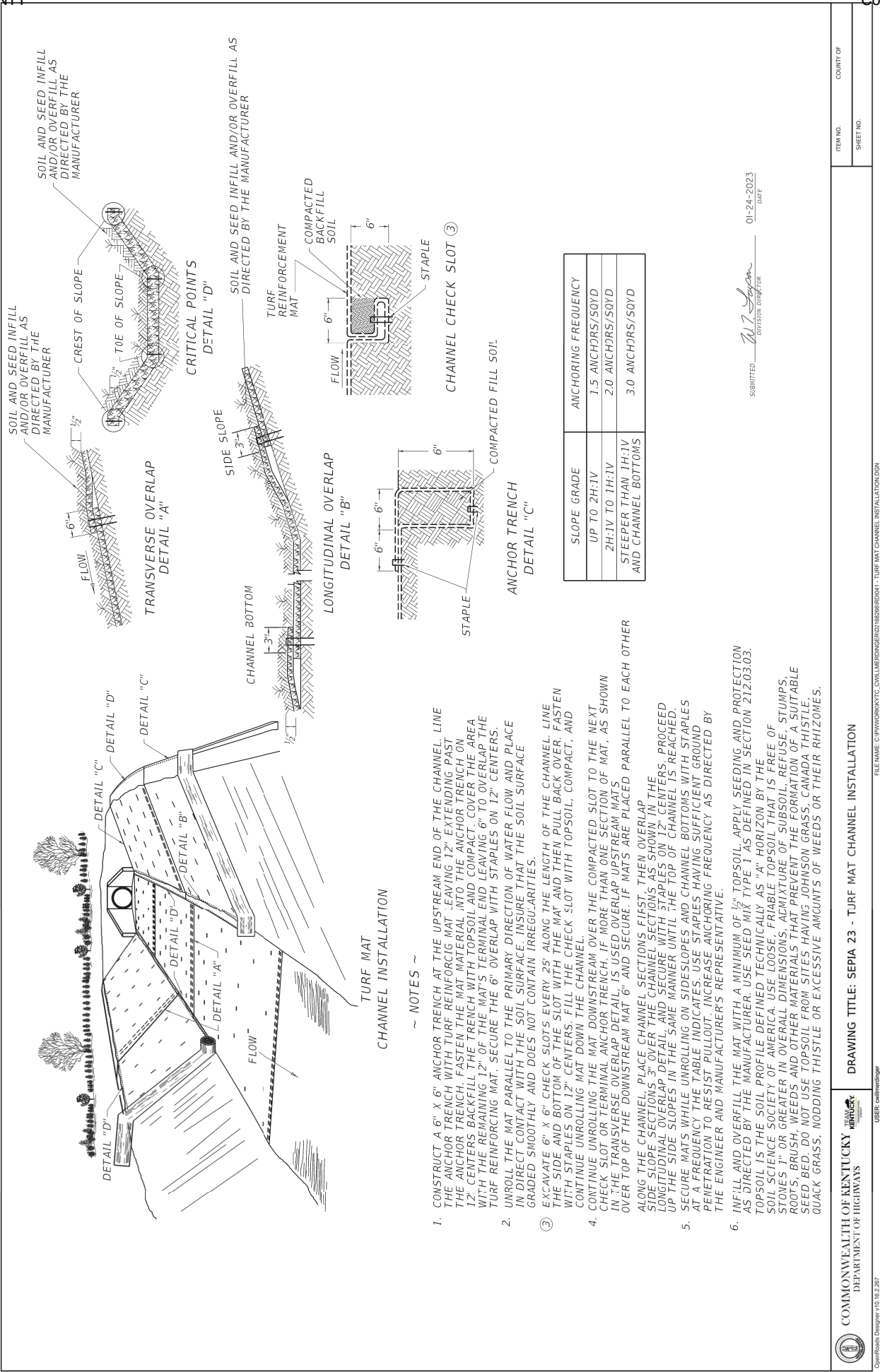
June 29, 2023



- ~ NOTES ~
1. CONSTRUCT A 6" X 6" ANCHOR TRENCH AT THE BEGINNING OF THE SLOPE. LINE THE ANCHOR TRENCH WITH TURF REINFORCING MAT LEAVING 12" EXTENDING PAST THE ANCHOR TRENCH. FASTEN THE MAT MATERIAL INTO THE ANCHOR TRENCH ON 12" CENTERS BACKFILL THE TRENCH WITH TOPSOIL AND COMPACT. COVER THE AREA WITH THE REMAINING 12" OF THE MAT'S TERMINAL END LEAVING 6" TO OVERLAP THE TURF REINFORCING MAT. SECURE THE 6" OVERLAP WITH STAPLES ON 12" CENTERS.
 2. UNROLL THE MAT DOWN THE SLOPE AND PLACE IN DIRECT CONTACT WITH THE SOIL SURFACE. INSURE THAT THE SOIL SURFACE IS GRADED SMOOTHLY AND DOES NOT CONTAIN IRREGULARITIES.
 3. SECURELY FASTEN THE MAT TO THE SOIL BY INSTALLING STAPLES AT A MINIMUM RATE OF 15 PER SQ. YD. ANCHORS SHALL BE SELECTED SO THAT THEY HAVE SUFFICIENT GROUND PENETRATION TO RESIST PULLOUT. INCREASE ANCHORING FREQUENCY FOR SITE CONDITIONS (LOOSE, SANDY, OR WET SOILS) AS DIRECTED BY THE ENGINEER AND MANUFACTURER'S REPRESENTATIVE.
 4. OVERLAP EDGES OF MATS ACCORDING TO THE LONGITUDINAL AND TRANSVERSE OVERLAP DETAILS. STAPLE LONGITUDINAL OVERLAPS WITH 2 ROWS OF STAPLES STAGGERED AT 4". STAPLE TRANSVERSE OVERLAPS WITH 1 ROW OF STAPLES SPACED AT 12".
 5. CONSTRUCT A 6" X 12" ANCHOR TRENCH AT THE TOE OF THE SLOPE FOLLOWING SIMILAR PROCEDURE DENOTED FOR THE TOP OF THE SLOPE ANCHOR TRENCH.
 6. ENSURE THAT THE MAT IS IN DIRECT CONTACT WITH THE SOIL SURFACE WITH NO PROJECTIONS OR PROTRUSIONS.
 7. INFILL AND OVERFILL THE MAT WITH A MINIMUM OF 1/2" TOPSOIL. APPLY SEEDING AND PROTECTION AS DIRECTED BY THE MANUFACTURER. USE SEED MIX TYPE 1 AS DEFINED IN SECTION 212.03.03. TOPSOIL IS THE SOIL PROFILE DEFINED TECHNICALLY AS "A" HORIZON BY THE SOIL SCIENCE SOCIETY OF AMERICA. USE LOOSE, FRIABLE TOPSOIL THAT IS FREE OF STONES 1" OR GREATER IN OVERALL DIMENSIONS, ADMIXTURE OF SUBSOIL, REFUSE, STUMPS, ROOTS, BRUSH, WEEDS AND OTHER MATERIALS THAT PREVENT THE FORMATION OF A SUITABLE SEED BED. DO NOT USE TOPSOIL FROM SITES HAVING JOHNSON GRASS, CANADA THISTLE, QUACK GRASS, NODDING THISTLE OR EXCESSIVE AMOUNTS OF WEEDS OR THEIR RHIZOMES.

0-24-2023
DATE
SUBMITTED
217
SLOPE

COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS	DRAWING TITLE: SEPIA 22 - TURF MAT SLOPE INSTALLATION	
	ITEM NO.	COUNTY OF
	SHEET NO.	



DRAWING TITLE: SEPIA 23 - TURF MAT CHANNEL INSTALLATION

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

ITEM NO. COUNTY OF
SHEET NO.

FILE NAME: C:\PWORK\KENTUCKY\CIVIL\ENGINEERING\2025\RD041 - TURF MAT CHANNEL INSTALLATION.DGN
USER: cwilliams
DATE: 01-24-2023
SUBMITTED: 01-24-2023
DIVISION DIRECTOR: [Signature]

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

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

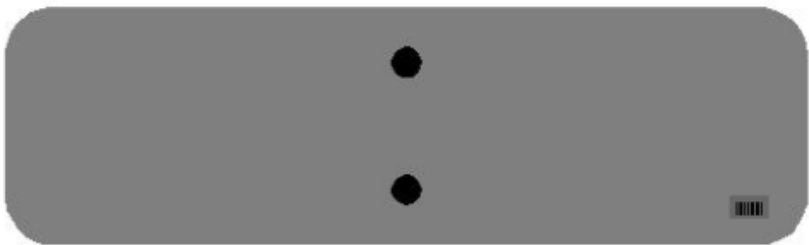
The installation of the permanent sign will be measured in accordance to Section 715.

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

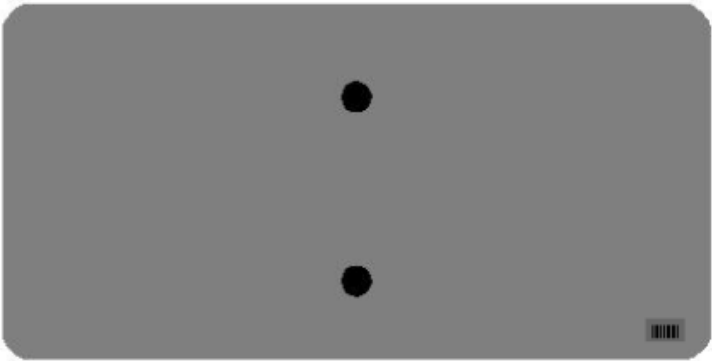
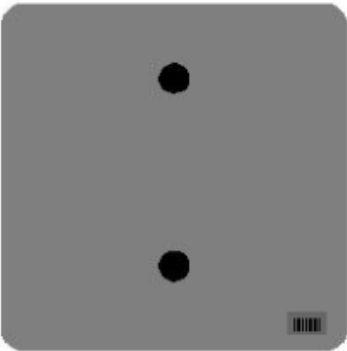
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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

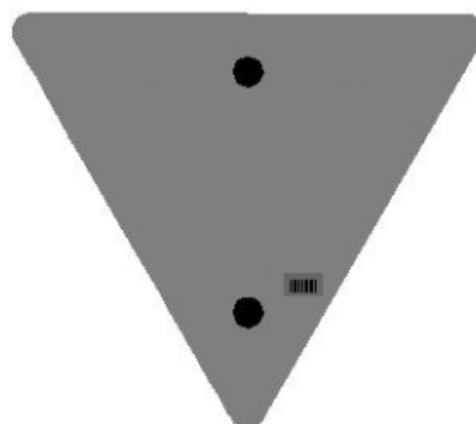
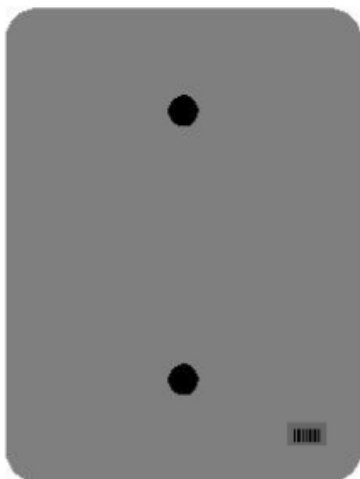
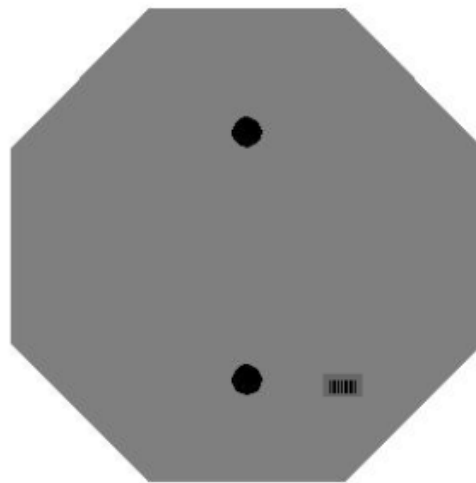
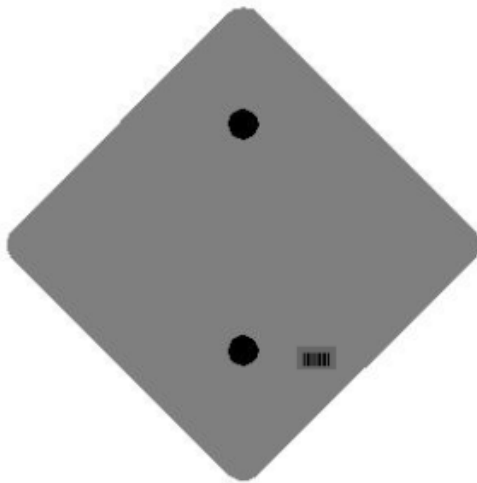
One Sign Post



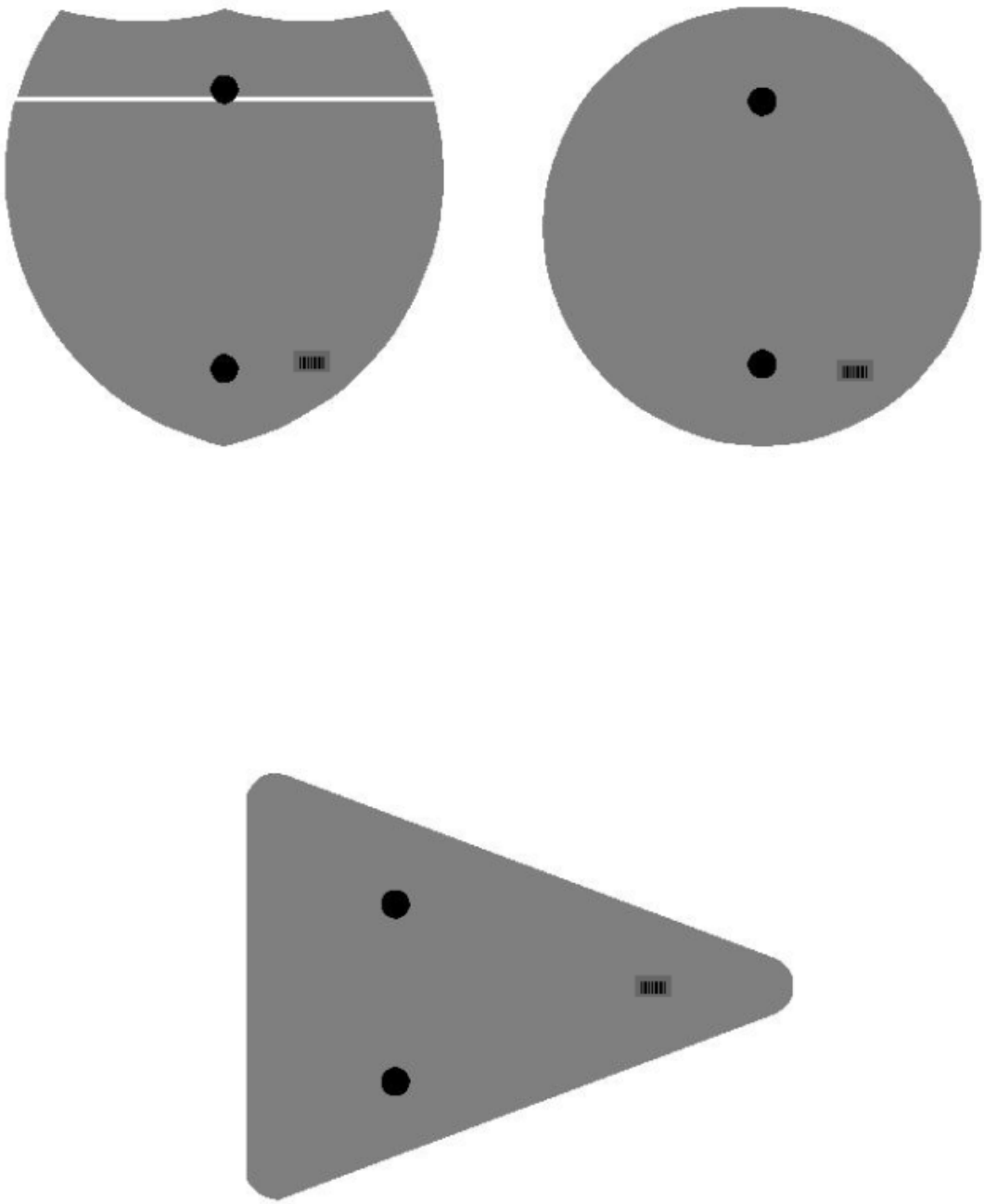
↑
2" Wide Post



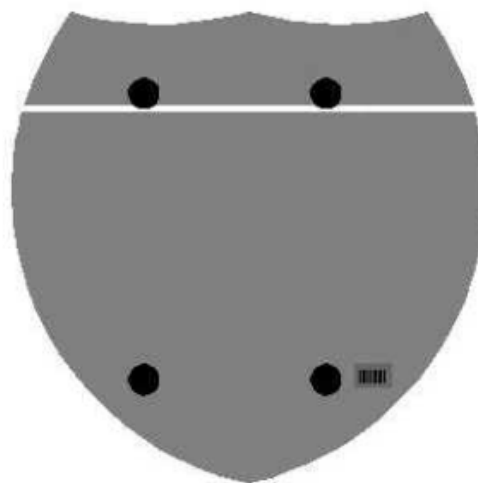
One Sign Post



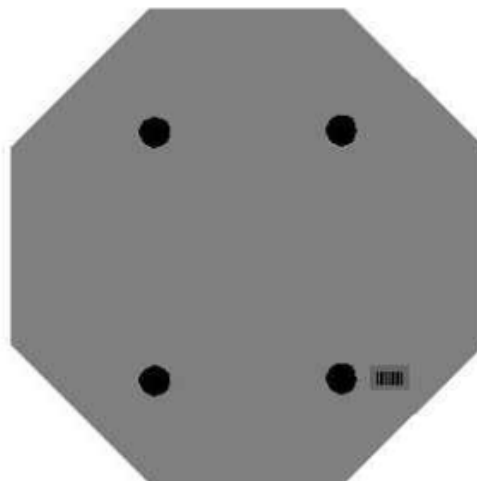
One Sign Post



Double Sign Post

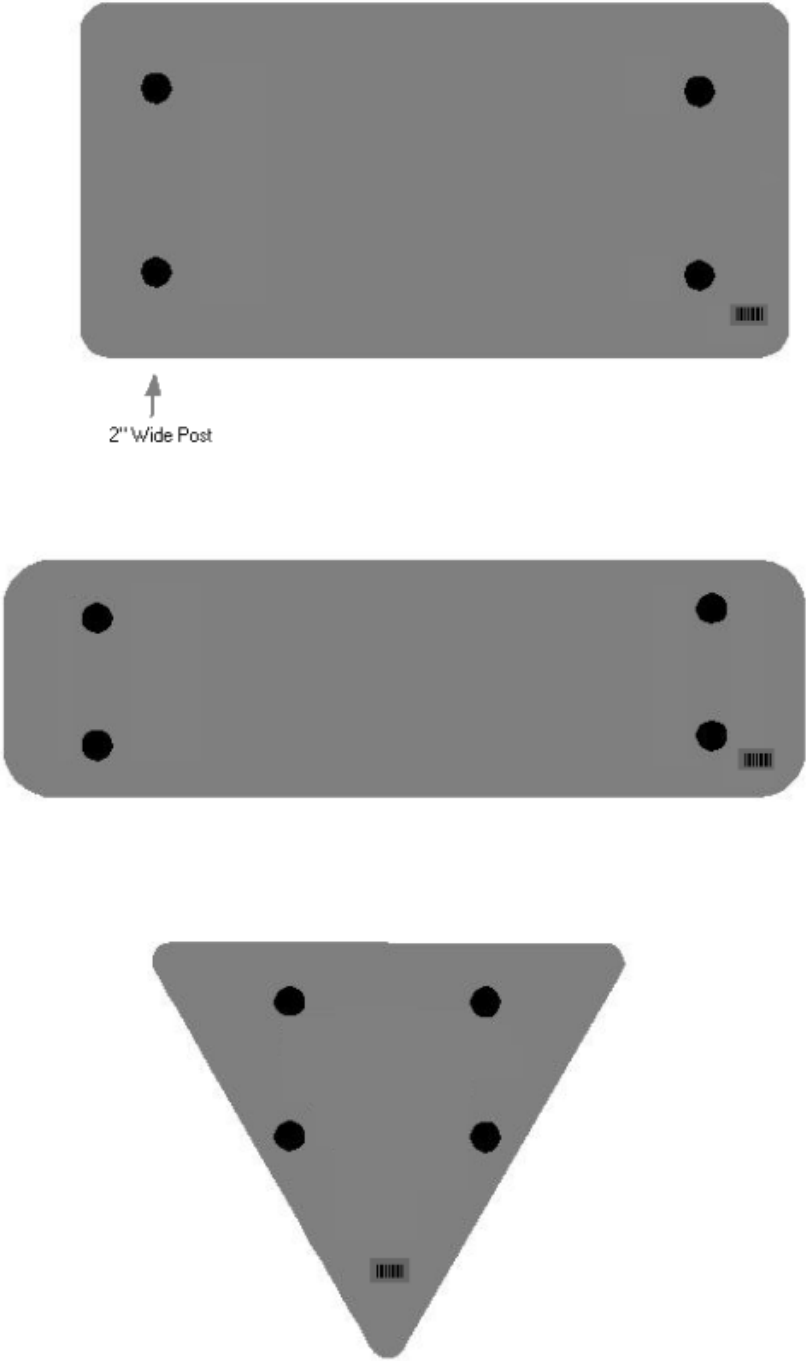


Interstate
Shield



48" Stop

2 Post Signs



SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

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

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

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

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

2.2. Equipment.

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

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

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

3. CONSTRUCTION.

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

11N

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

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

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

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

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

11N

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

Code
20071EC

Pay Item
Joint Adhesive

Pay Unit
Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/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.

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

General Decision Number: KY20250038 01/03/2025

Superseded General Decision Number: KY20240038

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 \$17.75 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 2025.</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 \$13.30 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 2025.
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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	01/03/2025

BRIN0004-003 06/01/2023

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 34.17	19.60

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

BRKY0002-006 06/01/2023

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 33.48	15.92

BRKY0007-004 06/01/2023

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

	Rates	Fringes
BRICKLAYER.....	\$ 39.46	20.14

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

CARP0064-001 04/01/2024

	Rates	Fringes
CARPENTER.....	\$ 32.90	23.33
Diver.....	\$ 49.73	23.33
PILEDRIVERMAN.....	\$ 33.40	23.33

ELEC0212-008 06/05/2024

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 35.43	22.05

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54

ELEC0317-012 06/03/2024

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 38.30	23.12

ELEC0369-007 05/29/2024

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.....	\$ 37.88	21.38

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ENGI0181-018 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 40.05	19.10
GROUP 2.....	\$ 37.19	19.10
GROUP 3.....	\$ 37.64	19.10
GROUP 4.....	\$ 36.87	19.10

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.

IRON0044-009 06/01/2024

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.....	\$ 33.60	23.00
Structural.....	\$ 35.37	23.00

IRON0070-006 06/01/2024

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.....	\$ 34.59	25.00

IRON0769-007 06/01/2024

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.....	\$ 37.66	29.24
ZONE 2.....	\$ 38.06	29.24
ZONE 3.....	\$ 39.66	29.24
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.		

LABO0189-003 07/01/2024

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	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

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 07/01/2024

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

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 07/01/2024

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.96	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

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 12/01/2024

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 37.53	23.95
Power Generating Facilities.	\$ 34.29	23.95

PLUM0248-003 06/01/2024

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 41.50	25.01

PLUM0392-007 06/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 40.70	26.75

PLUM0502-003 08/01/2024

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.....	\$ 41.90	24.89

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

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 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
- a) a survey underlying a wage determination
 - b) an existing published wage determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch

of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

**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
Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is 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

PART IV

BID ITEMS

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	2,528.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	332.00	TON		\$	
0030	00190		LEVELING & WEDGING PG64-22	276.00	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	3,139.00	TON		\$	
0050	02101		CEM CONC ENT PAVEMENT-8 IN	36.00	SQYD		\$	
0060	20071EC		JOINT ADHESIVE	6,611.00	LF		\$	
0070	22906ES403		CL3 ASPH SURF 0.38A PG64-22	1,095.00	TON		\$	
0080	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	17.00	TON		\$	

Section: 0002 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	00003		CRUSHED STONE BASE LPA	1,230.00	TON		\$	
0100	00190		LEVELING & WEDGING PG64-22 LPA	40.00	TON		\$	
0110	00214		CL3 ASPH BASE 1.00D PG64-22 LPA	431.00	TON		\$	
0120	02720		SIDEWALK-4 IN CONCRETE LPA	58.00	SQYD		\$	
0130	22906ES403		CL3 ASPH SURF 0.38A PG64-22 LPA	253.00	TON		\$	
0140	24890EC		SIDEWALK-8 IN CONCRETE LPA	67.00	SQYD		\$	

Section: 0003 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0150	01875		STANDARD HEADER CURB	149.00	LF		\$	
0160	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	2.00	EACH		\$	
0170	02014		BARRICADE-TYPE III	5.00	EACH		\$	
0180	02091		REMOVE PAVEMENT	409.00	SQYD		\$	
0190	02159		TEMP DITCH	1,589.00	LF		\$	
0200	02160		CLEAN TEMP DITCH	795.00	LF		\$	
0210	02200		ROADWAY EXCAVATION	7,550.00	CUYD		\$	
0220	02242		WATER	5.00	MGAL		\$	
0230	02351		GUARDRAIL-STEEL W BEAM-S FACE	150.00	LF		\$	
0240	02367		GUARDRAIL END TREATMENT TYPE 1	2.00	EACH		\$	
0250	02381		REMOVE GUARDRAIL	187.50	LF		\$	
0260	02429		RIGHT-OF-WAY MONUMENT TYPE 1	20.00	EACH		\$	
0270	02483		CHANNEL LINING CLASS II	86.00	TON		\$	
0280	02484		CHANNEL LINING CLASS III	93.00	TON		\$	
0290	02545		CLEARING AND GRUBBING 4.2 ACRES	1.00	LS		\$	
0300	02562		TEMPORARY SIGNS	421.00	SQFT		\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0310	02585		EDGE KEY	178.00	LF		\$	
0320	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0330	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0340	02701		TEMP SILT FENCE	1,589.00	LF		\$	
0350	02703		SILT TRAP TYPE A	6.00	EACH		\$	
0360	02704		SILT TRAP TYPE B	6.00	EACH		\$	
0370	02705		SILT TRAP TYPE C	6.00	EACH		\$	
0380	02706		CLEAN SILT TRAP TYPE A	6.00	EACH		\$	
0390	02707		CLEAN SILT TRAP TYPE B	6.00	EACH		\$	
0400	02708		CLEAN SILT TRAP TYPE C	6.00	EACH		\$	
0410	02723		SIDEWALK-6 IN CONCRETE	69.00	SQYD		\$	
0420	02726		STAKING	1.00	LS		\$	
0430	05950		EROSION CONTROL BLANKET	1,976.00	SQYD		\$	
0440	05952		TEMP MULCH	18,457.00	SQYD		\$	
0450	05953		TEMP SEEDING AND PROTECTION	13,842.00	SQYD		\$	
0460	05963		INITIAL FERTILIZER	.60	TON		\$	
0470	05964		MAINTENANCE FERTILIZER	.90	TON		\$	
0480	05985		SEEDING AND PROTECTION	10,905.00	SQYD		\$	
0490	05990		SODDING	5,841.00	SQYD		\$	
0500	05992		AGRICULTURAL LIMESTONE	17.20	TON		\$	
0510	06510		PAVE STRIPING-TEMP PAINT-4 IN	12,000.00	LF		\$	
0520	06514		PAVE STRIPING-PERM PAINT-4 IN	1,554.00	LF		\$	
0530	06515		PAVE STRIPING-PERM PAINT-6 IN	1,192.00	LF		\$	
0540	06541		PAVE STRIPING-THERMO-4 IN Y	200.00	LF		\$	
0550	06542		PAVE STRIPING-THERMO-6 IN W	5,575.00	LF		\$	
0560	06543		PAVE STRIPING-THERMO-6 IN Y	3,855.00	LF		\$	
0570	06546		PAVE STRIPING-THERMO-12 IN W	464.00	LF		\$	
0580	06550		PAVE STRIPING-TEMP REM TAPE-W	750.00	LF		\$	
0590	06567		PAVE MARKING-THERMO STOP BAR-12IN	20.00	LF		\$	
0600	06568		PAVE MARKING-THERMO STOP BAR-24IN	80.00	LF		\$	
0610	06573		PAVE MARKING-THERMO STR ARROW	2.00	EACH		\$	
0620	06574		PAVE MARKING-THERMO CURV ARROW	22.00	EACH		\$	
0630	06575		PAVE MARKING-THERMO COMB ARROW	3.00	EACH		\$	
0640	06576		PAVE MARKING-THERMO ONLY	2.00	EACH		\$	
0650	06610		INLAID PAVEMENT MARKER-MW	22.00	EACH		\$	
0660	06612		INLAID PAVEMENT MARKER-BY	44.00	EACH		\$	
0670	10020NS		FUEL ADJUSTMENT	7,006.00	DOLL	\$1.00	\$	\$7,006.00
0680	10030NS		ASPHALT ADJUSTMENT	17,597.00	DOLL	\$1.00	\$	\$17,597.00
0690	20191ED		OBJECT MARKER TY 3	2.00	EACH		\$	
0700	21289ED		LONGITUDINAL EDGE KEY	1,383.00	LF		\$	
0710	23158ES505		DETECTABLE WARNINGS	114.00	SQFT		\$	
0720	23261EC		PAVE MARK-THERMO-X-WALK-24 IN	400.00	LF		\$	
0730	23274EN11F		TURF REINFORCEMENT MAT 1	336.00	SQYD		\$	
0740	24683ED		PAVE MARKING-THERMO DOTTED LANE EXTEN	28.00	LF		\$	

Section: 0004 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
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Report Date 12/20/24

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0750	01915		STANDARD BARRIER MEDIAN TYPE 1 LPA	8.00	SQYD		\$	
0760	02014		BARRICADE-TYPE III LPA	4.00	EACH		\$	
0770	02091		REMOVE PAVEMENT LPA	343.00	SQYD		\$	
0780	02200		ROADWAY EXCAVATION LPA	617.00	CUYD		\$	
0790	02242		WATER LPA	587.00	MGAL		\$	
0800	02265		REMOVE FENCE LPA	214.00	LF		\$	
0810	02430		RIGHT-OF-WAY MONUMENT TYPE 1A LPA	24.00	EACH		\$	
0820	02432		WITNESS POST LPA	24.00	EACH		\$	
0830	02545		CLEARING AND GRUBBING 2.0 ACRES	1.00	LS		\$	
0840	02562		TEMPORARY SIGNS LPA	200.00	SQFT		\$	
0850	02569		DEMOBILIZATION	1.00	LS		\$	
0860	02585		EDGE KEY LPA	233.00	LF		\$	
0870	02650		MAINTAIN & CONTROL TRAFFIC LPA	1.00	LS		\$	
0880	02671		PORTABLE CHANGEABLE MESSAGE SIGN LPA	3.00	EACH		\$	
0890	02701		TEMP SILT FENCE LPA	5,130.00	LF		\$	
0900	02703		SILT TRAP TYPE A LPA	1.00	EACH		\$	
0910	02704		SILT TRAP TYPE B LPA	4.00	EACH		\$	
0920	02705		SILT TRAP TYPE C LPA	4.00	EACH		\$	
0930	02706		CLEAN SILT TRAP TYPE A LPA	1.00	EACH		\$	
0940	02707		CLEAN SILT TRAP TYPE B LPA	4.00	EACH		\$	
0950	02708		CLEAN SILT TRAP TYPE C LPA	4.00	EACH		\$	
0960	02726		STAKING LPA	1.00	LS		\$	
0970	05963		INITIAL FERTILIZER LPA	1.00	TON		\$	
0980	05964		MAINTENANCE FERTILIZER LPA	1.00	TON		\$	
0990	05985		SEEDING AND PROTECTION LPA	5,800.00	SQYD		\$	
1000	05990		SODDING LPA	1,271.00	SQYD		\$	
1010	05992		AGRICULTURAL LIMESTONE LPA	6.00	TON		\$	
1020	06406		SBM ALUM SHEET SIGNS .080 IN LPA	156.00	SQFT		\$	
1030	06410		STEEL POST TYPE 1 LPA	175.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1040	06514		PAVE STRIPING-PERM PAINT-4 IN LPA	85.00	LF		\$	
1050	06541		PAVE STRIPING-THERMO-4 IN Y LPA	400.00	LF		\$	
1060	06565		PAVE MARKING-THERMO X-WALK-6 IN LPA	66.00	LF		\$	
1070	06567		PAVE MARKING-THERMO STOP BAR-12IN LPA	13.00	LF		\$	
1080	06568		PAVE MARKING-THERMO STOP BAR-24IN LPA	44.00	LF		\$	
1090	06570		PAVE MARKING-PAINT CROSS-HATCH LPA	145.00	SQFT		\$	
1100	20206EC		PAVE MARK HANDICAP SYMBOL LPA	1.00	EACH		\$	
1110	20550ND		SAWCUT PAVEMENT LPA	200.00	LF		\$	
1120	21341ND		BOLLARDS LPA	2.00	EACH		\$	
1130	23158ES505		DETECTABLE WARNINGS LPA	95.00	SQFT		\$	
1140	23185EC		BRICK-PAVERS FOR SIDEWALK LPA	5.00	SQYD		\$	
1150	23404EC		BENCH LPA	2.00	EACH		\$	
1160	23405EC		TRASH RECEPTACLE LPA	2.00	EACH		\$	
1170	23802EC		PRECAST VEHICLE STOP LPA	5.00	EACH		\$	
1180	24631EC		BARCODE SIGN INVENTORY LPA	39.00	EACH		\$	
1190	24679ED		PAVE MARK THERMO CHEVRON LPA	480.00	SQFT		\$	
1200	30020		BIKE RACK LPA	1.00	EACH		\$	

Section: 0005 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1210	00440		ENTRANCE PIPE-15 IN	63.00	LF		\$	
1220	00443		ENTRANCE PIPE-24 IN	38.00	LF		\$	
1230	00451		ENTRANCE PIPE-18 IN EQUIV	48.00	LF		\$	
1240	00460		CULVERT PIPE-12 IN	4.00	LF		\$	
1250	00462		CULVERT PIPE-18 IN	213.00	LF		\$	
1260	00464		CULVERT PIPE-24 IN	22.00	LF		\$	
1270	00492		CULVERT PIPE-24 IN EQUIV	64.00	LF		\$	
1280	00522		STORM SEWER PIPE-18 IN	273.00	LF		\$	
1290	01200		PIPE CULVERT HEADWALL-12 IN	1.00	EACH		\$	
1300	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
1310	01208		PIPE CULVERT HEADWALL-24 IN	1.00	EACH		\$	
1320	01433		SLOPED BOX OUTLET TYPE 1-18 IN	3.00	EACH		\$	
1330	01451		S & F BOX INLET-OUTLET-24 IN	2.00	EACH		\$	
1340	01490		DROP BOX INLET TYPE 1	3.00	EACH		\$	
1350	01651		JUNCTION BOX-MOD	1.00	EACH		\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1360	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	2,215.00	SQYD	\$2.00	\$	\$4,430.00
1370	20478ND		FRAME AND LID TY 2	2.00	EACH		\$	
1380	23952EC		DRAINAGE JUNCTION BOX TY B	1.00	EACH		\$	
1390	24814EC		PIPELINE INSPECTION	562.00	LF		\$	

Section: 0006 - UTILITY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1400	14015		W ENCASEMENT STEEL OPEN CUT RANGE 4	135.00	LF		\$	
1410	14016		W ENCASEMENT STEEL OPEN CUT RANGE 5	45.00	LF		\$	
1420	14017		W ENCASEMENT STEEL OPEN CUT RANGE 6	90.00	LF		\$	
1430	14019		W FIRE HYDRANT ASSEMBLY	2.00	EACH		\$	
1440	14021		W FIRE HYDRANT REMOVE	2.00	EACH		\$	
1450	14036		W PIPE DUCTILE IRON 06 INCH	135.00	LF		\$	
1460	14037		W PIPE DUCTILE IRON 08 INCH	150.00	LF		\$	
1470	14039		W PIPE DUCTILE IRON 12 INCH	1,485.00	LF		\$	
1480	14040		W PIPE DUCTILE IRON 16 INCH	280.00	LF		\$	
1490	14047		W PIPE DCTL IRON RSTRND JOINT 06 IN	100.00	LF		\$	
1500	14048		W PIPE DCTL IRON RSTRND JOINT 08 IN	95.00	LF		\$	
1510	14050		W PIPE DCTL IRON RSTRND JOINT 12 IN	60.00	LF		\$	
1520	14051		W PIPE DCTL IRON RSTRND JOINT 16 IN	100.00	LF		\$	
1530	14074		W PLUG EXISTING MAIN	8.00	EACH		\$	
1540	14094		W TIE-IN 06 INCH	3.00	EACH		\$	
1550	14095		W TIE-IN 08 INCH	3.00	EACH		\$	
1560	14097		W TIE-IN 12 INCH	2.00	EACH		\$	
1570	14105		W VALVE 06 INCH	2.00	EACH		\$	
1580	14106		W VALVE 08 INCH	3.00	EACH		\$	
1590	14108		W VALVE 12 INCH	9.00	EACH		\$	
1600	14109		W VALVE 16 INCH	2.00	EACH		\$	
1610	14146		W SERV COPPER LONG SIDE 1-1/2 IN	1.00	EACH		\$	
1620	14148		W SERV COPPER LONG SIDE 3/4 IN	6.00	EACH		\$	
1630	14149		W SERV COPPER SHORT SIDE 1 IN	1.00	EACH		\$	
1640	14152		W SERV COPPER SHORT SIDE 3/4 IN	5.00	EACH		\$	
1650	14158		W BLOWOFF ASSEMBLY	5.00	EACH		\$	

Section: 0007 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1660	06406		SBM ALUM SHEET SIGNS .080 IN	216.00	SQFT		\$	
1670	06407		SBM ALUM SHEET SIGNS .125 IN	26.00	SQFT		\$	
1680	06410		STEEL POST TYPE 1	365.00	LF		\$	
1690	06412		STEEL POST MILE MARKERS	2.00	EACH		\$	
1700	21373ND		REMOVE SIGN	23.00	EACH		\$	
1710	24631EC		BARCODE SIGN INVENTORY	55.00	EACH		\$	

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Section: 0008 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1720	02568		MOBILIZATION	1.00	LS		\$	
1730	02569		DEMOBILIZATION	1.00	LS		\$	