



**CALL NO. 202**

**CONTRACT ID. 251033**

**HARDIN COUNTY**

**FED/STATE PROJECT NUMBER 047GR25D033-FD06**

**DESCRIPTION KY-251**

**WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN**

**PRIMARY COMPLETION DATE 10/1/2027**

**LETTING DATE: November 20,2025**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME November 20,2025. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

**PLANS AVAILABLE FOR THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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

## ADMINISTRATIVE DISTRICT - 04

**CONTRACT ID - 251033**

**047GR25D033-FD06**

**COUNTY - HARDIN**

**PCN - DE04702512533**

**FD06 047 0251 002-007**

KY-251 (MP 2.681) KY-251 IMPROVEMENTS FROM KY-3005 TO 800 FT. SOUTH OF KY-434 (MP 2.681 TO 6.137) (MP 6.137), A DISTANCE OF 03.46 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 04-00153.01.

GEOGRAPHIC COORDINATES LATITUDE 37:46:53.00 LONGITUDE 85:51:23.00

ADT

**PCN - DE04702512534**

**FD06 047 0251 002-007**

KY 3005/ KY 251 ROUNDABOUT (MP 2.5) CONVERT INTERSECTION TO 2-LANE ROUNDABOUT AT KY-3005 AND KY-251 (MP 2.9), A DISTANCE OF 0.40 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP NO. 04-00153.06.

GEOGRAPHIC COORDINATES LATITUDE 37:43:56.00 LONGITUDE 85:50:40.00

ADT

### **COMPLETION DATE(S):**

COMPLETED BY 10/01/2027

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **INSURANCE**

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

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

**SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

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

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

The questions and answers will be posted for each Letting under the heading “Questions & Answers” on the Construction Procurement website ([www.transportation.ky.gov/construction-procurement](http://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

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

05/05/2025

## 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 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

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

05/05/2025

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.

### **3.0 FINAL RULE – FHWA’S BUY AMERICA REGULATION TO TERMINATE GENERAL APPLICABILITY WAIVER FOR MANUFACTURED PRODUCTS**

- **March 17, 2025** (effective date): For all Federal-aid projects obligated on or after March 15, 2025, all iron or steel products, as defined in § 635.410(c)(1)(iii), must comply with FHWA’s Buy America requirements for steel and iron in § 635.410(b). In addition, for all Federal-aid projects obligated on or after March 15, 2025, per § 635.410(c)(2), articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include “excluded materials” and “construction materials”); an article, material, or supply must not be considered to fall into multiple categories.
- **October 1, 2025:** The final assembly requirement will become effective for Federal-aid projects obligated on or after October 1, 2025. This means that, for manufactured product to be Buy America compliant, for Federal-aid projects obligated on or after October 1, 2025, final assembly of the manufactured product must occur in the United States.
- **October 1, 2026:** The 55 percent requirement will become effective for Federal-aid projects obligated on or after October 1, 2026. This means that, for manufactured product to be Buy America-compliant, for Federal-aid projects obligated on or after October 1, 2026, all manufactured products permanently incorporated into the project must both be manufactured in the United States (satisfy the final assembly requirement) and have the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States be greater than 55 percent of the total cost of all components of the manufactured product (satisfy the 55 percent requirement).

### **4.0 – ADDITIONAL REQUIREMENTS**

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’s 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 \(dot.gov\)](http://www.fhwa.dot.gov/procurement/buy_america/)

Effective - June 26, 2025, Letting

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

05/05/2025

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

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

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

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

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

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

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

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

## **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at 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 manufacturers 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  
6<sup>th</sup> Floor West 200 Mero Street  
Frankfort, KY 40622

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Tony Yousseff. Mr. Yousseff's current contact information is email address – [tyousseffi@ky.gov](mailto: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.

### **ASPHALT PAVEMENT RIDE QUALITY CATEGORY A**

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

### **OPTION A**

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

### **MATERIAL TRANSFER VEHICLE (MTV)**

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

June 30, 2021

## **SPECIAL NOTE FOR CONCRETE PAVEMENT JOINT AND RANDOM CRACK SEALING**

### **I. DESCRIPTION**

Except as specified herein, perform all work in accordance with the Department's 2021 Standard and Supplemental Specifications, Special Notes and Special Provisions, and Standard and Sepia Drawings, current editions, as applicable. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

Saw, Clean, and Random Cracks.

### **II. MATERIALS**

The Department will sample and test all materials according to the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these notes.

### **III. CONSTRUCTION METHODS**

**A. Site Preparation.** Be responsible for all site preparation, including, but not limited to, removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; and any other incidentals. All site preparation shall be only as approved or directed by the Engineer.

**B. Sealing Random Cracks.** Saw cut, clean, and reseal longitudinal, transverse, and random cracks within the project limits as directed by the Engineer. Contrary to Standard Drawing RPX- 015-04, saw cut the crack a minimum of 1/8 inch wider than the existing crack or to the width necessary to provide a clean, new face for a reservoir for the new seal. Except as provided herein, perform all crack sealing according to section 501.03.18(F) except random cracks only need to be routed to a depth of approximately one inch.

### **IV. METHOD OF MEASUREMENT**

Except as provided herein, the Department will measure all work in accordance with the 2021 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. The Department will measure only the bid items listed. Consider all other items required to complete the work as incidental to the listed items.

**A. Site Preparation.** Other than the bid items listed, the Department will not measure Site Preparation for payment, but shall be incidental to the other items of the work, as applicable.

**B. Saw-Clean-Random Cracks.** The Department will measure sawed and random cracks in linear feet along the crack.

June 30, 2021

## **V. BASIS OF PAYMENT**

The Department will make direct payment only for the bid items listed. Consider all other items required to complete the construction to be incidental to the bid items listed.

**A. Saw-Clean-Random Cracks.** Accept payment at the contract unit price per linear foot of each type as full compensation for all materials, equipment, labor and incidentals necessary to complete the work as specified.

<u>CODE</u>	<u>PAY ITEM</u>	<u>PAY UNIT</u>
021173EC	Saw-Clean-Reseal Random Cracks	Linear Foot

## **SPECIAL NOTE FOR CELLULAR CONCRETE FILL**

### **REFERENCES:**

All references to the Standard Specifications are to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition.

All references to AASHTO and ASTM are to the current edition.

The requirements in the Standard Specifications, AASHTO, or ASTM shall be used for information not provided. Where there are conflicts between the Standard Specifications, AASHTO, or ASTM the Standard Specifications shall govern.

### **DEFINITIONS:**

**Manufacturer** – Company that produces lightweight fill materials and provides formulation and methodology for installation.

**Applicator** – Company subcontracted by the Contractor that mixes fill materials into a slurry per Manufacturer recommendations and places cellular concrete on the project site. (Applicator may be the same as the Manufacturer.)

### **PART ONE - GENERAL**

#### **1.1 DESCRIPTION**

1.1.1 Provide and install Cellular Concrete Fill material as specified herein and in the contract documents.

#### **1.2 MANUFACTURER AND APPLICATOR QUALIFICATIONS**

1.2.1 The Manufacturer must certify the foaming agent utilized conforms to requirements of ASTM C869 and the cellular concrete produced must meet all properties of Section 2 of this note.

1.2.2 The cellular concrete Applicator shall be approved by the Engineer and certified by the Manufacturer of the cellular concrete prior to ordering materials or beginning work on excavating for placement of cellular concrete. Use skilled workmen who are trained, experienced and familiar with the requirements and the methods for proper performance of this work.

1.2.3 Any specialized batching, mixing, and placing equipment shall be automated with bulk handling equipment approved by the Manufacturer. Transit mixes are not acceptable for these applications.

1.2.4 The certified Applicator shall have successfully applied cellular concrete on at least ten projects, which have performed satisfactorily for at least ten years.

#### **1.3 SUBMITTALS**

1.3.1 Details of the cellular concrete shown in the contract plans on the Cellular Concrete Fill Detail Sheet are based on the stated maximum allowable unit weight. If the Contractor proposes to use the unit weight and configuration specified in the plans, a material data sheet will be sufficient for verification of the proposed material. No additional calculations will be required unless requested by the Engineer.

If the Contractor elects to use a different unit weight or configuration, design calculations and construction plans are required clearly showing conformance with the Standard Specifications, ASTM and applicable sections of the contract plans. These calculations and plans shall be submitted to the Engineer for review 30 calendar days prior to ordering material or beginning excavation for placement of lightweight fill. Electronic submission of these documents is acceptable, unless otherwise indicated in the contract documents or requested by the Engineer. Lightweight fill designs and construction plans shall be dated, sealed, and signed by a registered professional engineer licensed to practice in Kentucky. The Contractor shall allow 30 calendar days for the Department to review the first complete submission. Additional time required by the Department to

review resubmissions shall not be cause for increasing the number of contract working days. The additional work required by the Contractor to provide resubmissions shall be at no cost to the Department.

Details need to be enclosed in the submittal about the construction methods proposed. These could include, but are not limited to: procedure for applying waterproofing membrane, a description of any temperature restrictions on placement of the material, etc.

Embankment benching, excavation stabilization, final installation and protection details necessary to construct the lightweight fill and produce a stable final embankment integrated with the remainder of the roadway embankment shall be the responsibility of the Contractor. Design of sheeting, shoring or other earth retention systems necessary to stabilize excavations shall be part of the construction submittal. The Engineer may request that construction plans be supplied prior to any construction.

The format for the construction plans shall be in accordance with the Division of Structural Design's Guidance Manual. The first sheet shall be a title sheet. Refer to Subsection SD-206-2 of the manual for additional requirements. Submittals shall be electronic unless otherwise noted. For additional information contact the Division of Structural Design.

1.3.2 The bid shall be based on work being performed by an experienced Applicator, and the material being provided by a Manufacturer of cellular concrete conforming to the properties of Section 2.2.

1.3.3 Other documentation including concrete mix designs, material certifications, etc. shall be submitted in accordance with this Special Note.

1.3.4 Refer to the proposal for additional details regarding submittals.

## PART TWO - PRODUCTS

### 2.1 MATERIALS

2.1.1 The cellular concrete Manufacturer must produce cellular concrete meeting all requirements of Section 2 of this Special Note. Materials from Manufacturers that have not previously supplied cellular concrete to KYTC projects may submit their product information to the Kentucky Product Evaluation List (KYPEL) for consideration at least 30 calendar days prior to beginning work. For additional information on KYPEL, contact the Division of Materials, Structural Materials Branch.

2.1.2 Foaming Agent: The foaming agent shall be in accordance with the cellular concrete Manufacturer recommendations and ASTM C 869, and shall produce cellular concrete meeting the properties of Section 2.2 of this Special Note.

2.1.3 Cementitious Material: Portland cement shall comply with Section 801 and pozzolans comply with Section 844 of the Standard Specifications. The cellular concrete Manufacturer shall design the mix.

2.1.4 Water: Use potable water.

2.1.5 Admixtures: Admixtures may be used when specifically approved by the Manufacturer of the cellular concrete.

2.1.6 Water-proofing layer: Provide an asphaltic material meeting the properties for Asphalt Mop Coat in Section 808 of the Standard Specifications or an equivalent product in accordance with the lightweight cellular concrete Manufacturer's recommendations. The product shall meet the approval of the Engineer. The coverage rate shall be as recommended by the Manufacturer for protection of the installation from water infiltration.

2.1.7 Drainage Blanket: The drainage blanket shall meet the requirements for "Coarse Aggregate for Rock Drainage Blanket" in Section 805 of the Standard Specifications, unless otherwise stated in the Cellular Concrete Fill Detail Sheet. The cost of the drainage blanket will be incidental to the cost of Cellular Concrete Fill.

2.1.8 Geotextile Fabric: Geotextile Fabric shall be in accordance with Section 843 of the Standard Specifications for a subsurface drainage and separation fabric.

## 2.2 PROPERTIES

2.2.1 The cellular concrete shall meet the following:

	Class A	Class B	Class C
Cast Unit Weight	26-30 pcf	31-36 pcf	37-42 pcf
Minimum Compressive * Strength@ 28 days (ASTM C 495)	40 psi	80 psi	120 psi
Long-Term Water Absorption (% Cast Unit Weight) (ASTM C 796)	20%	16%	14%
Coefficient of Permeability (cm/sec) (@ 2.0 psi) (ASTM D 2434)	$10^{-4}$	$10^{-4}$	$10^{-4}$

\* If fly ash is used for cement replacement in percentages of 40% or greater, the compressive strength shall be tested @ 56 days.

## 2.3 GEOTECHNICAL DESIGN PARAMETERS

2.3.1 Unit Weight:

	Class A	Class B	Class C
Maximum unit weight for design above the water table*	30 pcf	36 pcf	42 pcf
Maximum unit weight for design below the water table	36 pcf	42 pcf	48 pcf

\*Maximum unit weight value for use in design above water table is assumed to be cast unit weight.

### 2.3.2 Uplift Forces

Where the cellular concrete will be designed for use below the water table, uplift forces shall be calculated. The unit weight of cellular concrete used for these calculations shall be the minimum value from Section 2.2.1 of this note for the applicable Class of material. The thickness of rip-rap, soil, or other material required as a cap to offset the uplift forces shall be determined.

### 2.3.3 Global Stability Analyses

Global stability calculations for the critical embankment section with lightweight cellular concrete will be the responsibility of the Department. If the Contractor decides to use a different unit weight, as discussed in Section 1.3.1, or a different configuration from the lightweight fill detail sheet, the stability calculations for the new lightweight fill section will be the responsibility of the Contractor.

## PART THREE - EXECUTION

3.1 **SITE CONDITIONS:** Examine the areas for work of this Section so that conditions detrimental to timely and proper completion of the work are corrected.

3.2 **PREPARATION:** The installation of the cellular concrete shall be in accordance with procedures provided by the cellular concrete Manufacturer. The area to be filled shall be prepared in accordance with the contract documents and plans, and shall not have any standing water in it prior to fill placement. Items encased in the fill shall be set and stable prior to installing the cellular concrete.

3.3 **INSTALLATION:** Use automated job site batching, mixing, and placing equipment certified by the cellular concrete Manufacturer. The Contractor is responsible for maintaining a stable slope during construction.

3.3.1 A drainage blanket shall be constructed in accordance with requirements of the Cellular Concrete Fill Detail Sheet. The drainage blanket beneath the cellular concrete shall be wrapped with Geotextile Fabric, unless the plans state otherwise. Contrary to Section 214 of the Standard Specifications, the cost of geotextile fabric will be incidental to the cost of Cellular Concrete Fill. Any outdated references to Type I, II, III, or IV Fabric in Section 214 should be disregarded.

3.3.2 Mix the materials and convey promptly to the point of placement. Cast the cellular concrete in lifts in such a manner to prevent segregation. The maximum lift thickness shall be 4 feet. Allow a minimum 12-hour curing time between lifts, unless otherwise directed by the Engineer and Manufacturer.

3.3.3 The final surface finish shall be within 6 inches of plan elevation. After all lifts have been constructed, the final surface of the lightweight fill shall be coated with a waterproofing material in accordance with Section 2.1.6 of this Special Note. Coat the top and sides of the final lightweight fill configuration. Apply the product by mop and allow to dry prior to backfilling. Avoid direct contact with construction equipment to prevent damage to the water-proofing layer. Repair any areas damaged during construction prior to backfilling.

3.3.4 A minimum of 2 feet of soil cover, compacted in accordance with the Standard Specifications, will be required above the cellular concrete.

#### 3.4 SAMPLING (to be completed by the Applicator in accordance with this Special Note):

Mold four (4) 3" x 6" cylinder test specimens for each 300 cubic yards of lightweight fill placed or for each four (4) hours of placing. Take samples in accordance with ASTM C 495. **Do not rod the samples.** The samples molds shall be provided by the Applicator, and the cost of the sample molds is incidental to the placement of Cellular Concrete Fill.

#### 3.5 CURING:

Mark the cylinders and place in a location that will not be disturbed or subjected to temperature extremes. Avoid excessive or early handling of test cylinders. After 2-3 days, deliver the cylinders to the Department's Division of Materials. Care should be taken during delivery to prevent damage of the specimens. Maintain the curing environment for the molded specimens as specified in ASTM C 495, for cellular concrete using preformed foam. Do not oven dry the specimens. Cure as follows:

Day 1:  $70 \pm 10^{\circ}\text{F}$

Days 2-25:  $73.4 \pm 3^{\circ}\text{F}$  moist cure

Days 26-28: Dry for 3 days at a temperature of  $70 \pm 10^{\circ}\text{F}$  and relative humidity  $50 \pm 10\%$ .

#### 3.6 TESTING:

3.6.1 The Applicator shall perform the field unit weight measurement in accordance with ASTM C 796, Section 8. Field unit weight shall be measured using a machined-steel container with a volume of 0.5 cubic feet and a flat smooth rim. The scale used for the weight measurement shall be accurate to within 0.1% of the measured weight. Fill the tared weighing container with a representative sample of the cellular concrete (tap the sides of the container with a rubber hammer during filling). Overfill the container, then strike off excess concrete by holding the strike-off plate in a horizontal position and moving it across the top of the container with a sawing motion. Wipe the outside surface of the container free of spilled concrete with a cloth. Record the weight of the container and concrete. Calculate the unit weight of the cellular concrete. Adjust the mix as required to obtain the specified cast unit weight at the point of placement.

3.6.2 Compressive Strength: The Department, Division of Materials shall test compressive strength in accordance with ASTM C 495. Specimens may be tested at any age to monitor the compressive strength. Note: The maximum load required to break the sample should not be less than 10% of the maximum load range of the testing equipment being used. A testing machine with a load range of 5,000 pounds is appropriate to use when testing cellular concrete.

3.6.3 Absorption: Water absorption must be certified by the Manufacturer to meet the requirements of Section 2.2 prior to use. The procedure shall be as specified in ASTM C 796, Section 8.

3.6.4 Permeability: Permeability must be certified by the Manufacturer to meet the requirements of Section 2.2 prior to use. The procedure shall be as specified in ASTM D 2434.

## PART FOUR - METHOD OF MEASUREMENT AND BASIS OF PAYMENT

### 4.1 METHOD OF MEASUREMENT:

4.1.1 No separate measurement shall be made for Cellular Concrete Fill. Lightweight fill shall be paid for based on the volume of cellular concrete shown on the plans. Changing the limits or character of the installation due to the Contractor's construction methods or the Contractor's choice of a lightweight fill material of different unit weight as outlined in Section 1.3.1 of this Special Note shall not be cause for changing the plan pay quantities including plan roadway pay quantities.

4.1.2 The Contractor's selected construction methods may require additional excavation, fill or lightweight fill volume, or incidental items to satisfy the plan requirements. The Contractor will be responsible for maintaining a stable slope during construction. Sheeting, shoring, temporary walls or other earth retention systems necessary to stabilize excavations during lightweight fill construction will not be paid separately. All designs, labor, materials, etc. required to complete this work shall be incidental to Cellular Concrete Fill.

4.2 PAYMENT: Work specified in this section will be paid for at the contract unit price. The quantities shall be as shown in the contract documents and plans for Cellular Concrete Fill.

<u>Code</u>	<u>Item</u>	<u>Pay Unit</u>
23930EC	Cellular Concrete Fill	Cubic Yard

***SPECIAL NOTE***

**For Tree Removal**

**Hardin County**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH  
OF KY-434 (MP 2.681 to 6.137)**

**Item No. 4-153.01**

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

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

## **SPECIAL NOTE FOR PIPELINE INSPECTION**

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

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

### **2.1 INSPECTION FOR DEFECTS AND DISTRESSES**

- A)** Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.
- B)** Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved invert, and other anomalies not consistent with a properly installed pipe.
- C)** During the video inspection provide a continuous 360 degree pan of every pipe joint.
- D)** Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".
- E)** Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.
- F)** Record and submit all data on the TC 64-765 and TC 64-766 forms.

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

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

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

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

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

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

**3.6 AASHTO Nominal Diameters and Maximum Deflection Limits.**

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

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

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

$$\% \text{ Deflection} = [(AASHTO \text{ Nominal Diameter} - D2) / AASHTO \text{ Nominal Diameter}] \times 100\%$$

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

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

**4.2** Record and submit all data.

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

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

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

RIGID PIPE REMEDIATION TABLE PIPE	
Crack Width (inches)	Payment
$\leq 0.1$	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace <sup>(1)</sup>

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

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

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

## SPECIAL NOTE FOR NON-TRACKING TACK COAT

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

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

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

- 2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 – 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue <sup>1</sup> , %	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

<sup>1</sup> 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 1<sup>st</sup> to May 15<sup>th</sup>. 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 1<sup>st</sup> to May 15<sup>th</sup>. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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

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

Revised: May 23, 2022

## **SPECIAL NOTE FOR ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) ASPHALT**

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

**1.0 DESCRIPTION.** Incorporate an e-Ticketing Delivery Software for weighed asphalt material delivered to the project to report loads and provide daily running totals of weighed asphalt material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

**2.0 MATERIALS AND EQUIPMENT.** Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
3. Transmit any updates to the ticket data within 5 minutes of a change.

**3.0 CONSTRUCTION.** Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

### **A. Construction Requirements**

1. Install and operate software in accordance with the manufacturer's specifications.
2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

### **B. Data Deliverables**

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during the project.

#### **1. Asphalt Material**

##### **a. Real-time Continuous Data Items**

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
  - Supplier Name
  - Supplier Address
  - Supplier Phone
  - Plant location
  - Date
  - Time at source
  - Project Location

- Contract ID#
- Carrier Name
- Unique Truck ID
- Description of Material
- Mix Design Number
- Gross, Tare and Net Weight
- Weighmaster

**4.0 MEASUREMENT.** The Department will not measure the electronic delivery management system.

**5.0 PAYMENT.** The Department will not measure this work for payment and will consider all items contained in this note to be incidental to the asphalt mixtures on the project, as applicable.

May 5, 2025

## **SPECIAL NOTE FOR ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) AGGREGATE**

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

**1.0 DESCRIPTION.** Incorporate an e-Ticketing Delivery Software for weighed aggregate material delivered to the project to report loads and provide daily running totals of weighed aggregate material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

**2.0 MATERIALS AND EQUIPMENT.** Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
3. Transmit any updates to the ticket data within 5 minutes of a change.

**3.0 CONSTRUCTION.** Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

### **A. Construction Requirements**

1. Install and operate software in accordance with the manufacturer's specifications.
2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

### **B. Data Deliverables**

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during the project.

#### **1. Aggregate Material**

##### **a. Real-time Continuous Data Items**

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
  - Supplier Name
  - Supplier Address
  - Supplier Phone
  - Plant location
  - Date
  - Time at source
  - Project Location

- Contract ID#
- Carrier Name
- Unique Truck ID
- Description of Material
- Load Number
- Gross, Tare and Net Weight
- Weighmaster

**4.0 MEASUREMENT.** The Department will measure the electronic delivery management system as a lump sum item.

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

1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
2. Payment will be full compensation for costs related to providing the e-Ticketing Delivery Software, including integration with plant load-out systems, and report viewing/exporting process. All quality control procedures including the software representative's technical support and on-site training shall be included in the Contract lump sum price.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26248EC	ELECTRONIC DELIVERY MGMT SYSTEM-AGG	LS

May 5, 2025

**SPECIAL NOTE FOR EXPERIMENTAL KYCT AND FIELD RUT TESTING**  
**June 2025 Update**

## **1.0 General**

**1.1 Description.** The KYCT (Kentucky Method for Cracking Test) and the IDEAL-RT/IDT-HT test results will help determine if the mixture is susceptible to cracking and rutting. During the experimental phase, data will be gathered and analyzed by the Department to determine the durability and stability of the bituminous mixes. Additionally, the data will help the Department to create future performance-based specifications which will include the KYCT and field rutting test methods.

## **2.0 Equipment**

**2.1 KYCT Testing Equipment.** The Department will require a Marshall Test Press with digital recording capabilities. Other CT testing equipment may be used for testing with prior approval by the Department.

**2.2 Water Baths.** One or more water baths will be required that can maintain a temperature of 77° +/- 1.8° F with a digital thermometer showing the water bath temperature. Also, one water bath shall have the ability to suspend gyratory specimen fully submerged in water in accordance with AASHTO T-166, current edition.

**2.3 Field Rutting Tests.** If the contractor elects to perform the IDEAL-RT test, in conformance with ASTM D8360-22, the acquisition of the "Option A" or "Option B" test fixture is required. If the IDT-HT is desired, the test press utilized for the KYTC is sufficient. The Department shall approve all test configurations at their discretion.

**2.4 Gyratory Molds.** Gyratory molds will be required to assist in the production of gyratory specimens in accordance with AASHTO T-312, current edition.

**2.5 Ovens.** Adequate (minimum of two ovens) will be required to accommodate the additional molds and asphalt mixture necessary to perform the acceptance testing as outlined in Section 402 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

**2.6 Department Equipment.** The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered.

## **3.0 Testing Requirements**

**3.1 Acceptance Testing.** Perform all acceptance testing and aggregate gradation as according with Section 402 and Section 403 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

**3.2 KYCT Testing.** Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the plant production of all surface mixtures. Conform to KYTC Specifications for Mix Design approvals. All production testing is currently informational.

**3.2.1 KYCT Frequency.** Obtain an adequate sample of hot mix asphalt to ensure the acceptance testing, gradation, and KYCT gyratory samples can be fabricated and is representative of the bituminous mixture. Acceptance specimens shall be fabricated first, then after the specified amount of oven conditioning, fabricate the KYCT samples with the gyratory compactor in accordance with Section 2.4 of this Special Note. Analysis of the KYCT specimens will be required one per subplot produced from the same asphalt material and at the same time as the acceptance specimen is sampled and tested.

**3.2.2 Number of Specimens and Conditioning.** Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate three replicates for cracking resistance analyses and three replicates for rutting resistance analyses. The specimens shall be compacted at the temperature in accordance with KM 64-411.

Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411.

While the fabricated specimens are allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes, find the bulk specific gravity of each specimen according to AASHTO T166. Next, condition the replicates in a 77 °F water bath for 30 minutes +/- 5 minutes. To ensure confidence and reliability of the test results provided by KYCT testing and Field Rut testing, reheating of the asphalt mixture is prohibited.

**3.2.3 Long Term Aging CT's.** For long-term aging and cracking resistance considerations in mix design, mix and condition 3 specimens uncovered for 20 hours at compaction temperature in accordance with KM 64-411. Perform KYCT testing in accordance with KM 64-450 and record the results on the Long-Term KYCT tab of the latest version of the MixPack.

**3.2.4 Record Times.** For each subplot, record the time required between drying aggregates in the plant to KYCT specimen fabrication. The production time may vary due to the time that the bituminous material is held in the silo. Record the preconditioning time when the time exceeds the one-hour specimen cool down time as required in accordance with The Kentucky Method for KYCT Index Testing. The preconditioning time may exceed an hour if the technician is unable to complete the test on the same day or within the specified times as outlined in The Kentucky Method for KYCT Index Testing. The production time and the preconditioning time shall be recorded on the AMAW.

**3.2.5 File Name.** As according to section 7.12 of The Kentucky Method for KYCT Index Testing, save the filename with the following format: "CID\_Approved Mix Number\_Lot Number\_Sublot Number\_Date"

**3.3 Field Rut Testing.** Perform the rut resistance analysis (IDEAL-RT or IDT-HT) in accordance with ASTM D8360-22 or ALDOT458, respectively. Contrary to ASTM D8360 & ALDOT458, precondition the test specimens in a water bath or forced draft oven at 50 °C +/- 1 °C for 60 +/- 5 min before completing the test.

**3.3.1 Field Rut Testing Frequency.** Perform one test per lot of mixture produced. The plant produced bituminous material sampled for the field rut test does not have to be obtained at the same time as the acceptance and KYCT sample. If the field rut test sample is not obtained at the same time as the KYCT sample, determine the Maximum Specific Gravity of the KYCT sample in accordance with AASHTO T-209 coinciding with the test specimens.

**3.3.2 Number of Specimens and Conditioning.** Fabricate in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate three

replicates for rutting resistance analyses. The specimens shall be compacted at the temperature in accordance with KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411.

**3.3.3 Record Times.** Record the production time as according to section 3.2.3 in this special note. Also record the time that the specimens were fabricated. All times shall be recorded on the AMAW.

**3.3.4 File Name.** Record all field rut data in the latest version of the AMAW.

#### **4.0 Data**

Submit the AMAW and all test data that was obtained for acceptance, gradation, KYCT, and field rut testing within five working days once all testing has been completed for a lot to Central Materials Lab and the District Materials Engineer. Also, any data and or comments that the asphalt contractor or district personnel deem informational during this experimental phase, shall also be submitted to the Central Materials Lab and the District Materials Engineer. Any questions or comments regarding any item in this Special Note can be directed to the Central Office, Division of Materials, Asphalt Branch.

#### **5.0 Payment**

Any additional labor and testing equipment that is required to fabricate and test the KYCT and field rut specimens shall be considered incidental to the asphalt surface line item. The Department will perform the testing for the KYCT and field rut specimens if a producer does not possess the proper equipment.

June 12<sup>th</sup>, 2025

## **SPECIAL NOTE FOR RECYCLED ASPHALT PAVEMENT (RAP) STOCKPILE MANAGEMENT**

### **I. GENERAL**

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

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

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

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

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

### **II. APPROVAL PROCESS**

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

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

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

#### **IIA. RAP Quality Management Plan**

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

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

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

## **IIB. RAP Stockpile Placement**

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

## **IIC. Stockpile Identification Signs**

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

## **IID. Standard Approval Procedure**

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

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

- Submit request for approval at beginning of the paving season as part of the Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment.
- If requesting approval after paving season begins, submit memo, including stockpile portion of the inspection list for Annual Certification for Previously Approved Asphalt Mixing Plants and Related Equipment, to Division of Materials.
- Reports of the tests prescribed above using the Stockpile <INSERT NAME> document.
- A drawing of the plant site showing the location of the stockpile to be approved *and all other stockpiles on the premises*

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

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

Robert.Semones@ky.gov

#### **IIE. Tests and inspections by the Department**

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

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

#### **III. RAP STOCKPILE TIERED MANAGEMENT AND EFFECTIVE BINDER CONTENT**

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

Table 1. Tiered Testing Requirements

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

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

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

##### Tier 1

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

**Tier 2**

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

**Tier 3**

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

**IV. MAXIMUM PERCENTAGE OF RAP ALLOWED**

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

**Limits according to range in gradation and bitumen content**

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

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

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

**NOTE: These allowances notwithstanding, the Contractor is required to maintain the mixture within the Mixture Control Tolerances of Kentucky Method 443.**

The percentage allowable in mix designs shall be limited to meet the design criteria for viscosity established in the Standard Specifications.

## **V. GENERAL STOCKPILE REQUIREMENTS AND REPLENISHMENT**

### **V.A. Single Pavement Source**

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

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

### **V.B. Heterogeneous or contaminated material**

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

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

- Material contaminated with foreign matter such as liquids, soil, concrete, or debris
- Plant waste, especially waste containing abnormal concentrations of bitumen, drum build-up, or material from spills or plant clean-up operations

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

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

## **VI. REPLENISHMENT OF STOCKPILES**

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

### **VI.A. Procedure and approval criteria**

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

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

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

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

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

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

#### **VII. CONTINUAL REPLENISHMENT WITHOUT RE-APPROVAL**

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

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

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

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

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

### **VIII. DEPLETION OF STOCKPILE AND EXPIRATION OF APPROVAL**

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

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

### **IX. RECORDS**

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

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

### **X. RELOCATION OF STOCKPILE**

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

June 18, 2025



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)	
04-153.01	Hardin	13 HC JP02 047 83831 01R		
<b>PROJECT DESCRIPTION</b>				
KY 251 Improvements from KY 3005 to KY 434				
<input type="checkbox"/> <b>No Additional Right of Way Required</b>				
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"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>				
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"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>				
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"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>				
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	85	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired				
Signed Deed	82			
Condemnation	3			
Signed ROE	3			
Notes/ Comments (Use Additional Sheet if necessary)				
LPA RW Project Manager		Right of Way Supervisor		
Printed Name		Printed Name	Michael H Price	
Signature		Signature	2022.02.08	
Date		Date	<i>Michael H Price</i> 09:59:01 -05'00'	
Right of Way Director		FHWA		
Printed Name		Printed Name		
Signature	<i>Kelly R. Divine</i>	Signature		
Date		Date		

Digitally signed by Kelly R. Divine  
Date: 2022.02.24 13:34:06 -06'00'



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

TC 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)	
4-153.06		Hardin		FD06 047 0251 002-007 (4-153.01)		
PROJECT DESCRIPTION						
Convert intersection to 2-lane roundabout at KY 3005 at KY 251						
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>						
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.						
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>						
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"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>						
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"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>						
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		0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION		
Number of Parcels That Have Been Acquired						
Signed Deed						
Condemnation						
Signed ROE						
Notes/ Comments (Use Additional Sheet if necessary)						
LPA RW Project Manager				Right of Way Supervisor		
Printed Name				Printed Name	Michael H. Price	
Signature				Signature		
Date				Date	9/22/2025	
Right of Way Director				FHWA		
Printed Name				Printed Name		
Signature		Digitally signed by Kelly Divine Date: 2025.09.22 11:42:06 -05'00'		Signature		
Date				Date		

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

### PROJECT NOTES ON UTILITIES

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

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this

## UTILITIES AND RAIL CERTIFICATION NOTE

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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

Hardin County

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

Hardin County Water District No. 2 – 24-inch Water Distribution main crossing at approx. station 260+73.91. (See Sheet R17)

Mid-Valley Pipeline Company - Oil Line – 27-inch – Station 262+57. See attached Energy Transfer Crossing Guidelines.

City of Elizabethtown – Natural Gas – Has an existing 4-inch gas main & 1-inch service line in proximity to entrance work. See Sheet R26A of the plan sheets.

**\*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**

Nolin RECC – Electric – Has an existing aerial distribution line approx. 57.00' Lt. Sta. 171+68.83.35 to approx. 54.56' Lt. Sta. 173+37.80 to approx. 47.16' Lt. Sta. 175+00 to approx. 45.46' Lt. Sta. 176+54.43 to approx. 57.84' Lt. Sta. 178+29.55 to approx. 69.42' Lt. Sta. 180+00 to approx. 76.22' Lt. Sta. 181+66.51 to approx. 68.38' Lt. Sta. 184+02.18 to approx. 66.91' Lt. Sta. 184+90.91 to approx. 14.56' RT. Sta. 184+93.46 to approx. 19.44' Rt. Sta.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

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**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

187+83.45 to approx. 37.13' Rt. Sta. 190+66.62 to approx. 52.82' Rt. Sta. 193+46.92 to approx. 36.03' Lt. Sta. 195+2.39 to approx. 35.38' Lt. Sta. 196+54.25 to approx. 34.09' Lt. Sta. 197+89 to approx. 41.53' Lt. Sta. 200+14.55 to approx. 56.46" Lt. Sta. 202+64.93 to approx. 66.31' Lt. Sta. 204+14.10 to approx. 73.98' Lt. Sta. 207+12.39 to approx. 13.30' Rt. Sta. 209+00 to approx. 73.79' Lt. Sta. 211+22.74 to approx. 73.03' Lt. Sta. 212+91.15 to approx. 73.03' Lt. Sta. 214+52.73 to approx. 70.30' Lt. Sta. 216+83.34 to approx. 59.49' Lt. Sta. 219+27.03 to approx. 50.64' Lt. Sta. 221+23.06 to approx. 41.98' Lt. Sta. 222+68.62 to approx. 36.44' Lt. Sta. 224+06.07 to approx. 42.61' Lt. Sta. 225+88.35 to approx. 44.01' Lt. Sta. 228+53.40 to approx. 34.86' Lt. Sta. 231+06.97 to approx. 40.02' Lt. Sta. 233+01.52 to approx. 39.19' Lt. Sta. 234+96.18 to approx. 39.33' Lt. Sta. 236+62.82 to approx. 34.04' Lt. Sta. 233+84.81 to approx. 33.91' Lt. Sta. 240+67.78 to approx. 32.80' Lt. Sta. 242+47.32 to approx. 32.73' Lt. Sta. 243+96.01 to approx. 30.55' Lt. Sta. 245+43.64 to approx. 33.84' Lt. Sta. 246+95 to approx. 35.46' Lt. Sta. 249+53.94 to approx. 34.28' Lt. Sta. 251+83.45 to approx. 32.89' Lt. Sta. 253+67.16 to approx. 37.75' Lt. Sta. 255+55.30 to approx. 41.55' Lt. Sta. 257+36.63 to approx. 50' Lt. Sta. 259+52.29 to approx. 51.28' Lt. Sta. 261+58.18 to approx. 9.85' Rt. Sta. 263+82.70 to approx. 26.11' Rt. Sta. 264+81.72 to approx. 25.32' Rt. Sta. 268+28.24 to approx. 8' Lt. Sta. 271+91.39 to approx. 4.567' Rt. Sta. 273+57.71 to approx. 4' Rt. Sta. 276+24.89 to approx. 6.07' Lt. Sta. 280+11.82 to approx. 2.35' Rt. Sta. 282+67.37 to approx. 6.91' Rt. Sat. 283+55+89 to approx. 11.30' Lt. Sta. 286+41.51 to approx. 14.91' Lt. Sta. 289+58.18 to approx. 9.10' Lt. Sta. 291+59.28 to approx. 7' Lt. Sta. 293+86.94 to approx. 1' Lt. Sta. 297+91.68 to approx. 2' Rt. Sta. 299+80.55 to approx. 4.83' Rt. Sta. 302+25.82 to approx. 7.64' Lt. Sta. 304+44.00 to approx. 10.19' Rt. Sta. 306+55.64 to approx. 9.09' Rt. Sta. 309+46.91 to approx. 6.18' Rt. Sta. 311+66.19 to approx. 2.89' Lt. Sta. 314+11.64 to approx. 10.18' Lt. Sta. 317+6.92 to 4.0' Rt. Sta. 319+92.36 to 23.68' Rt. Sta. 322+12.02 to approx. 38.59' Rt. Sta. 323+59.33 to approx. 38.24' Rt. Sta. 326+05.10 to

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

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**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

37.23' Rt. Sta. 329+82.64 to approx. 36.83' Lt. Sta. 332+19.08 to approx. 37' Lt. Sta. 333+76.82 to approx. 49.12' Lt. Sta. 336+1.09 to approx. 71.64' Lt. Sta. 237+88.00.

The distribution relocation starts: 66.91' Lt. 184+90.91 to approx. 57.37' Rt. Sta. 184+67.27 to approx. 42.81' Rt. Sta. 187+83 to approx. 48.80' Rt. Sta. 190+67.48 to approx. 54.62' Rt. Sta. 193+43.53 to approx. 67.67' Lt. Sta. 195+08.37 to approx. 40.03' Lt. Sta. 197+91.64 to approx. 68.76' Rt. Sta. 200+51.66 to approx. 135.89' Rt. Sta. 202+41.17 to approx. 172.50' Rt. Sta. 204+25.84 to approx. 254.10' Rt. Sta. 207+51.64 to approx. 70.55' Rt. Sta. 208+59.64 to approx. 73.79' Lt. Sta. 211+22.74; then beginning 70.30' Lt. Sta. 116+83.34 to approx. 59.89' Lt. Sta. 219+63.36 to approx. 58.64' Lt. Sta. 221+25.50 to approx. 55.73' Lt. Sta. 222+70.32 to 55.73' Lt. Sta. 224+05.10 to approx. 51.76' to Lt. Sta. 226+04.02 to approx. 66.61' Lt. Sta. 228+66.22 to approx. 69.82' Lt. Sta. 231+16.00 to approx. 64.37' Lt. Sta. 233+03.27 to approx. 58.30' Lt. Sta. 234+40.03 to approx. 56.78' Lt. Sta. 236+64.49 to approx. 49.39' Lt. 238+70 to approx. 43.93' Lt. Sta. 239+68.92 to approx. 47.67' Lt. Sta. 241+87.73 to approx. 53.64' Lt. Sta. 244+15.45 to approx. 46.06' Lt. Sta. 246+45.79 to approx. 53.42' Lt. Sta. 248+24.87 to approx. 57.20' Lt. Sta. 249+85.06 to approx. 52.65' Lt. Sta. 251+87.84 to approx. 47.76' Lt. Sta. 253+65.79 to approx. 45.82' Lt. Sta. 255+31.26 to approx. 55.53' Rt. Sta. 257+64.93 to approx. 50.43' Rt. Sta. 259+48.07 to approx. 59.10' Rt. Sta. 261+39.70 to approx. 34.93' Rt. Sta. 263+87.03 to approx. 56.79' Rt. Sta. 266+74.03 to 56.08' Rt. Sta. 269+44.10 to approx. 50.36' Rt. Sta. 271+53.15 to approx. 54.31' Rt. Sta. 272+58.03 to approx. 63.74' Rt. Sta. 274+47.07 to approx. 74.58' Rt. Sta. 260+50 to approx. 72.13' Rt. Sta. 278+29.70 to approx. 78.22' Rt. Sta. 280+14.27 to approx. 95.63' Rt. Sta. 282+75.05 to approx. 80.78' Rt. Sta. 284+31.33 to approx. 67.34' Rt. Sta. 285+31.61 to approx. 62.47' Rt. Sta. 287+58.51 to approx. 60.92' Rt. Sta. 290+50.63 to approx. 57.89' Rt. Sta. 271+74.56 to approx. 57.32' Rt. Sta. 293+80.23 to approx. 60.08' Rt.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

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**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

Sta. 297+89.60 to approx. 62.73' Rt. Sta. 302+50.91 to approx. 63.94' Rt. Sta. 305+51.82 to 88.19' Lt. Sta. 307+10.31 to approx. 87.27' Lt. Sta. 309+18.18 to approx. 87.28' Lt. Sta. 311+28.19 to approx. 83.03' Lt. Sta. 313+97.29 to approx. 77.59' Lt. Sta. 316+80.08 to approx. 56.42' Lt. Sta. 320+59.70 to approx. 67.39' Rt. Sta. 323+29.13 to approx. 61.27' Rt. Sta. 326+05.15 to approx. 53.74' Rt. Sta. 329+79.15 to approx. 44.74' Lt. Sta. 332+26.40 to approx. 42.64' Lt. Sta. 333+74.99 to approx. 50.02' Lt. Sta. 336+06.36 to approx. 65.16' Lt. Sta. 337+87.88.

Anticipated completion December 31, 2025.

**City of Elizabethtown** - Natural Gas – Has existing 4-inch main starting within r/w at approx. 71.28' Lt. Sta. 183+50.55 to approx. 58.18' Lt. Sta. 184+38.18, then has a service that extends to approx. 14.55' Rt. Sta. 185+05.93 and continues off of R/W at approx. 65.91' Rt. Sta. 184+96.82.

The newly relocated line starts approx. 58.18' Lt. Sta. 184+32.28 to approx. 57.82' Lt. Sta. 184+52.37 to approx. 20.74' Rt. Sta. 185+12 to 65.91' Rt. Sta. 184+96.82. **Completed.**

**Brandenburg Telephone Co.** - Telephone, has an existing fiber aerial route starting approx. 57.00' Lt. Sta. 171+68.83.35 to approx. 54.56' Lt. Sta. 173+37.80 to approx. 47.16' Lt. Sta. 175+00 to approx. 45.46' Lt. Sta. 176+54.43 to approx. 57.84' Lt. Sta. 178+29.55 to approx. 69.42' Lt. Sta. 180+00 to approx. 76.22' Lt. Sta. 181+66.51 to approx. 68.38' Lt. Sta. 184+02.18 to approx. 66.91' Lt. 184+90.91 to approx. 14.56' RT. Sta. 184+93.46 to approx. 19.44' Rt. Sta. 187+83.45 to approx. 37.13' Rt. Sta. 190+66.62 to approx. 52.82' Rt. Sta. 193+46.92 to approx. 36.03' Lt. Sta. 195+2.39 to approx. 35.38' Lt. Sta. 196+54.25 to

## UTILITIES AND RAIL CERTIFICATION NOTE

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**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

approx. 34.09' Lt. Sta. 197+89 to approx. 41.53' Lt. Sta. 200+14.55 to approx. 56.46" Lt. Sta. 202+64.93 to approx. 66.31' Lt. Sta. 204+14.10 to approx. 73.98' Lt. Sta. 207+12.39 to approx. 13.30' Rt. Sta. 209+00 to approx. 73.79' Lt. Sta. 211+22.74 to approx. 73.03' Lt. Sta. 212+91.15 to approx. 73.03' Lt. Sta. 214+52.73 to approx. 70.30' Lt. Sta. 216+83.34 to approx. 59.49' Lt. Sta. 219+27.03 to approx. 50.64' Lt. Sta. 221+23.06 to approx. 41.98' Lt. Sta. 222+68.62 to approx. 36.44' Lt. Sta. 224+06.07 to approx. 42.61' Lt. Sta. 225+88.35 to approx. 44.01' Lt. Sta. 228+53.40 to approx. 34.86' Lt. Sta. 231+06.97 to approx. 40.02' Lt. Sta. 233+01.52 to approx. 39.19' Lt. Sta. 234+96.18 to approx. 39.33' Lt. Sta. 236+62.82 to approx. 34.04' Lt. Sta. 233+84.81 to approx. 33.91' Lt. Sta. 240+67.78 to approx. 32.80' Lt. Sta. 242+47.32 to approx. 32.73' Lt. Sta. 243+96.01 to approx. 30.55' Lt. Sta. 245+43.64 to approx. 33.84' Lt. Sta. 246+95 to approx. 35.46' Lt. Sta. 249+53.94 to approx. 34.28' Lt. Sta. 251+83.45 to approx. 32.89' Lt. Sta. 253+67.16 to approx. 37.75' Lt. Sta. 255+55.30 to approx. 41.55' Lt. Sta. 257+36.63 to approx. 50' Lt. Sta. 259+52.29 to approx. 51.28' Lt. Sta. 261+58.18 to approx. 9.85' Rt. Sta. 263+82.70 to approx. 26.11' Rt. Sta. 264+81.72 to approx. 25.32' Rt. Sta. 268+28.24 to approx. 8' Lt. Sta. 271+91.39 to approx. 4.567' Rt. Sta. 273+57.71 to approx. 4' Rt. Sta. 276+24.89 to approx. 6.07' Lt. Sta. 280+11.82 to approx. 2.35' Rt. Sta. 282+67.37 to approx. 6.91' Rt. Sat. 283+55+89 to approx. 11.30' Lt. Sta. 286+41.51 to approx. 14.91' Lt. Sta. 289+58.18 to approx. 9.10' Lt. Sta. 291+59.28 to approx. 7' Lt. Sta. 293+86.94 to approx. 1' Lt. Sta. 297+91.68 to approx. 2' Rt. Sta. 299+80.55 to approx. 4.83' Rt. Sta. 302+25.82 to approx. 7.64' Lt. Sta. 304+44.00 to approx. 10.19' Rt. Sta. 306+55.64 to approx. 9.09' Rt. Sta. 309+46.91 to approx. 6.18' Rt. Sta. 311+66.19 to approx. 2.89' Lt. Sta. 314+11.64 to approx. 10.18' Lt. Sta. 317+6.92 to 4.0' Rt. Sta. 319+92.36 to 23.68' Rt. Sta. 322+12.02 to approx. 38.59' Rt. Sta. 323+59.33 to approx. 38.24' Rt. Sta. 326+05.10 to 37.23' Rt. Sta. 329+82.64 to approx. 36.83' Lt. Sta. 332+19.08

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

to approx. 37' Lt. Sta. 333+76.82 to approx. 49.12' Lt. Sta. 336+1.09 to approx. 71.64' Lt. Sta. 237+88.00.

The new fiber relocation occurs at approx. 66.91' Lt. 184+90.91 to approx. 57.37' Rt. Sta. 184+67.27 to approx. 42.81' Rt. Sta. 187+83 to approx. 48.80' Rt. Sta. 190+67.48 to approx. 54.62' Rt. Sta. 193+43.53 to approx. 67.67' Lt. Sta. 195+08.37 to approx. 40.03' Lt. Sta. 197+91.64 to approx. 68.76' Rt. Sta. 200+51.66 to approx. 135.89' Rt. Sta. 202+41.17 to approx. 172.50' Rt. Sta. 204+25.84 to approx. 245.58' Rt. Sta. 207+51.64 to approx. 70.55' Rt. Sta. 208+59.64 to approx. 73.79' Lt. Sta. 211+22.74; then beginning 70.30' Lt. Sta. 216+83.34 to approx. 59.89' Lt. Sta. 219+63.36 to approx. 58.64' Lt. Sta. 221+25.50 to approx. 55.73' Lt. Sta. 222+70.32 to 55.73' Lt. Sta. 224+05.10 to approx. 51.76' to Lt. Sta. 226+04.02 to approx. 66.61' Lt. Sta. 228+66.22 to approx. 69.82' Lt. Sta. 231+16.00 to approx. 64.37' Lt. Sta. 233+03.27 to approx. 58.30' Lt. Sta. 234+40.03 to approx. 56.78' Lt. Sta. 236+64.49 to approx. 49.39' Lt. 238+70 to approx. 43.93' Lt. Sta. 239+68.92 to approx. 47.67' Lt. Sta. 241+87.73 to approx. 53.64' Lt. Sta. 244+15.45 to approx. 46.06' Rt. Sta. 246+45.79 to approx. 53.42' Rt. Sta. 248+24.87 to approx. 57.20' Rt. Sta. 249+85.06 to approx. 52.65' Rt. Sta. 251+87.84 to approx. 47.76' Rt. Sta. 253+65.79 to approx. 45.82' Rt. Sta. 255+31.26 to approx. 55.53' Rt. Sta. 257+64.93 to approx. 50.43' Rt. Sta. 259+48.07 to approx. 59.10' Rt. Sta. 261+39.70 to approx. 34.93' Rt. Sta. 263+87.03 to approx. 56.79' Rt. Sta. 266+74.03 to 56.08' Rt. Sta. 269+44.10 to approx. 50.36' Rt. Sta. 271+53.15 to approx. 54.31' Rt. Sta. 272+58.03 to approx. 63.74' Rt. Sta. 274+47.07 to approx. 74.58' Rt. Sta. 276+50 to approx. 72.13' Rt. Sta. 278+29.70 to approx. 78.22' Rt. Sta. 280+14.27 to approx. 95.63' Rt. Sta. 282+75.05 to approx. 80.78' Rt. Sta. 284+31.33 to approx. 67.34' Rt. Sta. 285+31.61 to approx. 62.47' Rt. Sta. 287+58.51 to approx. 60.92' Rt. Sta. 290+50.63 to approx. 57.89' Rt. Sta. 271+74.56 to approx. 57.32' Rt. Sta. 293+80.23 to approx. 60.08' Rt.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

Sta. 297+89.60 to approx. 62.73' Rt. Sta. 302+50.91 to approx. 63.94' Rt. Sta. 305+51.82 to 88.19' Lt. Sta. 307+10.31 to approx. 87.27' Lt. Sta. 309+18.18 to approx. 87.28' Lt. Sta. 311+28.19 to approx. 83.03' Lt. Sta. 313+97.29 to approx. 77.59' Lt. Sta. 316+80.08 to approx. 56.42' Lt. Sta. 320+59.70 to approx. 67.39' Rt. Sta. 323+29.13 to approx. 61.27' Rt. Sta. 326+05.15 to approx. 53.74' Rt. Sta. 329+79.15 to approx. 44.74' Lt. Sta. 332+26.40 to approx. 42.64' Lt. Sta. 333+74.99 to approx. 50.02' Lt. Sta. 336+06.36 to approx. 65.16' Lt. Sta. 337+87.88.

Anticipated Completion date: 6/1/2026

**Windstream Holdings II, LLC** – Communication – Has an existing aerial route approx. 57.00' Lt. Sta. 171+68.83.35 to approx. 54.56' Lt. Sta. 173+37.80 to approx. 47.16' Lt. Sta. 175+00 to approx. 45.46' Lt. Sta. 176+54.43 to approx. 57.84' Lt. Sta. 178+29.55 to approx. 69.42' Lt. Sta. 180+00 to approx. 76.22' Lt. Sta. 181+66.51 to approx. 68.38' Lt. Sta. 184+02.18 to approx. 66.91' Lt. 184+90.91 to approx. 60.22' Lt. Sta. 186+02.91 to approx. 50.20' Lt. Sta. 187+50.04 to approx. 43.62' Lt. Sta. 189+64.80 to approx. 41.04' Rt. Sta. 191+31.12 to approx. 36.03' Lt. Sta. 195+2.39 to approx. 35.38' Lt. Sta. 196+54.25 to approx. 34.09' Lt. Sta. 197+89 to approx. 41.53' Lt. Sta. 200+14.55 to approx. 56.46" Lt. Sta. 202+64.93 to approx. 66.31' Lt. Sta. 204+14.10 to approx. 73.98' Lt. Sta. 207+12.39 to approx. 13.30' Rt. Sta. 209+00 to approx. 73.79' Lt. Sta. 211+22.74 to approx. 73.03' Lt. Sta. 212+91.15 to approx. 73.03' Lt. Sta. 214+52.73 to approx. 70.30' Lt. Sta. 216+83.34 to approx. 59.49' Lt. Sta. 219+27.03 to approx. 50.64' Lt. Sta. 221+23.06 to approx. 41.98' Lt. Sta. 222+68.62 to approx. 36.44' Lt. Sta. 224+06.07 to approx. 42.61' Lt. Sta. 225+88.35 to approx. 44.01' Lt. Sta. 228+53.40 to approx. 34.86' Lt. Sta. 231+06.97 to approx. 40.02' Lt. Sta. 233+01.52 to approx. 39.19' Lt. Sta. 234+96.18 to approx. 39.33' Lt. Sta. 236+62.82 to

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

approx. 34.04' Lt. Sta. 233+84.81 to approx. 33.91' Lt. Sta. 240+67.78 to approx. 32.80' Lt. Sta. 242+47.32 to approx. 32.73' Lt. Sta. 243+96.01 to approx. 30.55' Lt. Sta. 245+43.64 to approx. 33.84' Lt. Sta. 246+95 to approx. 35.46' Lt. Sta. 249+53.94 to approx. 34.28' Lt. Sta. 251+83.45 to approx. 32.89' Lt. Sta. 253+67.16 to approx. 37.75' Lt. Sta. 255+55.30 to approx. 41.55' Lt. Sta. 257+36.63 to approx. 50' Lt. Sta. 259+52.29 to approx. 51.28' Lt. Sta. 261+58.18 to approx. 61.58' Lt. Sta. 263+46.91 to approx. 26.11' Rt. Sta. 264+81.72 to approx. 60.80' Lt. Sta. 265+59.59 to approx. 67.62' Lt. Sta. 267+09.23 to approx. 69.23' Lt. Sta. 268+97.58 to 67.67' Lt. Sta. 270+76.38 approx. 8' Lt. Sta. 271+91.39 to approx. 4.567' Rt. Sta. 273+57.71 to approx. 4' Rt. Sta. 276+24.89 to approx. 6.07' Lt. Sta. 280+11.82 to approx. 2.35' Rt. Sta. 282+67.37 to approx. 6.91' Rt. Sat. 283+55+89 to approx. 11.30' Lt. Sta. 286+41.51 to approx. 14.91' Lt. Sta. 289+58.18 to approx. 9.10' Lt. Sta. 291+59.28 to approx. 7' Lt. Sta. 293+86.94 to approx. 1' Lt. Sta. 297+91.68 to approx. 2' Rt. Sta. 299+80.55 to approx. 4.83' Rt. Sta. 302+25.82 to approx. 7.64' Lt. Sta. 304+44.00 to approx. 10.19' Rt. Sta. 306+55.64 to approx. 9.09' Rt. Sta. 309+46.91 to approx. 6.18' Rt. Sta. 311+66.19 to approx. 2.89' Lt. Sta. 314+11.64 to approx. 10.18' Lt. Sta. 317+6.92 to 4.0' Rt. Sta. 319+92.36 to 23.68' Rt. Sta. 322+12.02 to approx. 38.59' Rt. Sta. 323+59.33 to approx. 38.24' Rt. Sta. 326+05.10 to 37.23' Rt. Sta. 329+82.64 to approx. 31.58' Rt. Sta. 332+36.36 to approx. 37' Lt. Sta. 333+76.82 to approx. 49.12' Lt. Sta. 336+1.09 to approx. 71.64' Lt. Sta. 237+88.00. Also has an aerial route along Woolridge Ferry Road @ approx. 24.01' Rt. Sta. 199+31.64 to approx. 74.31' Rt. Sta. 200+78.92 to approx. 103.40' Rt. Sta. 201+79.27 to approx. 135.07' Rt. Sta. 202+89.16 to approx. 176.02' Rt. Sta. 174+77.47 to approx. 204.36' Rt. Sta. 205+98.91 to approx. 245.58' Rt. Sta. 207+51.64.

The relocation starts: approx. 45.46' Lt. Sta. 176+54.43 to approx. 57.84' Lt. Sta. 178+29.55 to approx. 69.42' Lt. Sta. 180+00 to approx. 76.22' Lt. Sta. 181+66.51 to approx.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

68.38' Lt. Sta. 184+02.18 to approx. 66.91' Lt. 184+90.91 to approx. 57.37' Rt. Sta. 184+67.27 to approx. 42.81' Rt. Sta. 187+83 to approx. 48.80' Rt. Sta. 190+67.48 to approx. 54.62' Rt. Sta. 193+43.53 to approx. 67.67' Lt. Sta. 195+08.37 to approx. 40.03' Lt. Sta. 197+91.64 to approx. 68.76' Rt. Sta. 200+51.66 to approx. 135.89' Rt. Sta. 202+41.17 to approx. 172.50' Rt. Sta. 204+25.84 to approx. 254.10' Rt. Sta. 207+51.64 to approx. 70.55' Rt. Sta. 208+59.64 to approx. 73.79' Lt. Sta. 211+22.74 to approx. 73.03' Lt. Sta. 212+91.15 to approx. 73.03' Lt. Sta. 214+52.73 to approx. 70.30' Lt. Sta. 216+83.34 to approx. 59.89' Lt. Sta. 219+63.36 to approx. 58.64' Lt. Sta. 221+25.50 to approx. 55.73' Lt. Sta. 222+70.32 to 55.73' Lt. Sta. 224+05.10 to approx. 51.76' to Lt. Sta. 226+04.02 to approx. 66.61' Lt. Sta. 228+66.22 to approx. 69.82' Lt. Sta. 231+16.00 to approx. 64.37' Lt. Sta. 233+03.27 to approx. 58.30' Lt. Sta. 234+40.03 to approx. 56.78' Lt. Sta. 236+64.49 to approx. 49.39' Lt. 238+70 to approx. 43.93' Lt. Sta. 239+68.92 to approx. 47.67' Lt. Sta. 241+87.73 to approx. 53.64' Lt. Sta. 244+15.45 to approx. 46.06' Rt. Sta. 246+45.79 to approx. 53.42' Rt. Sta. 248+24.87 to approx. 57.20' Rt. Sta. 249+85.06 to approx. 52.65' Rt. Sta. 251+87.84 to approx. 47.76' Rt. Sta. 253+65.79 to approx. 45.82' Rt. Sta. 255+31.26 to approx. 55.53' Rt. Sta. 257+64.93 to approx. 50.43' Rt. Sta. 259+48.07 to approx. 59.10' Rt. Sta. 261+39.70 to approx. 34.93' Rt. Sta. 263+87.03 to approx. 56.79' Rt. Sta. 266+74.03 to 56.08' Rt. Sta. 269+44.10 to approx. 50.36' Rt. Sta. 271+53.15 to approx. 54.31' Rt. Sta. 272+58.03 to approx. 63.74' Rt. Sta. 274+47.07 to approx. 74.58' Rt. Sta. 260+50 to approx. 72.13' Rt. Sta. 278+29.70 to approx. 78.22' Rt. Sta. 280+14.27 to approx. 95.63' Rt. Sta. 282+75.05 to approx. 80.78' Rt. Sta. 284+31.33 to approx. 67.34' Rt. Sta. 285+31.61 to approx. 62.47' Rt. Sta. 287+58.51 to approx. 60.92' Rt. Sta. 290+50.63 to approx. 57.89' Rt. Sta. 271+74.56 to approx. 57.32' Rt. Sta. 293+80.23 to approx. 60.08' Rt. Sta. 297+89.60 to approx. 62.73' Rt. Sta. 302+50.91 to approx. 63.94' Rt. Sta. 305+51.82 to 88.19' Lt. Sta. 307+10.31 to approx. 87.27' Lt. Sta. 309+18.18 to approx. 87.28' Lt. Sta. 311+28.19 to approx. 83.03' Lt. Sta.

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**Hardin County**

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**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

313+97.29 to approx. 77.59' Lt. Sta. 316+80.08 to approx. 56.42' Lt. Sta. 320+59.70 to approx. 67.39' Rt. Sta. 323+29.13 to approx. 61.27' Rt. Sta. 326+05.15 to approx. 53.74' Rt. Sta. 329+79.15 to approx. 44.74' Lt. Sta. 332+26.40 to approx. 42.64' Lt. Sta. 333+74.99 to approx. 50.02' Lt. Sta. 336+06.36 to approx. 65.16' Lt. Sta. 337+87.88. Anticipated Completion date: 6/1/2026

**Comcast Communications** – CATV- Has an existing fiber & coax line approx. 57.00' Lt. Sta. 171+68.83.35 to approx. 54.56' Lt. Sta. 173+37.80 to approx. 47.16' Lt. Sta. 175+00 to approx. 45.46' Lt. Sta. 176+54.43 to approx. 57.84' Lt. Sta. 178+29.55 to approx. 69.42' Lt. Sta. 180+00 to approx. 76.22' Lt. Sta. 181+66.51 to approx. 68.38' Lt. Sta. 184+02.18 to approx. 66.91' Lt. 184+90.91 to approx. 60.22' Lt. Sta. 186+02.91 to approx. 50.20' Lt. Sta. 187+50.04 to approx. 43.62' Lt. Sta. 189+64.80 to approx. 41.04' Rt. Sta. 191+31.12 to approx. 36.03' Lt. Sta. 195+2.39 to approx. 35.38' Lt. Sta. 196+54.25 to approx. 34.09' Lt. Sta. 197+89 to approx. 24.01' Rt. Sta. 199+31.64; then beginning approx. 254.10' Rt. Sta. 207+51.64 to approx. 13.30' Rt. Sta. 209+00 to approx. 73.79' Lt. Sta. 211+22.74 to approx. 73.03' Lt. Sta. 212+91.15 to approx. 73.03' Lt. Sta. 214+52.73 to approx. 70.30' Lt. Sta. 216+83.34 to approx. 59.49' Lt. Sta. 219+27.03 to approx. 50.64' Lt. Sta. 221+23.06 to approx. 41.98' Lt. Sta. 222+68.62 to approx. 36.44' Lt. Sta. 224+06.07 to approx. 42.61' Lt. Sta. 225+88.35 to approx. 44.01' Lt. Sta. 228+53.40 to approx. 34.86' Lt. Sta. 231+06.97 to approx. 40.02' Lt. Sta. 233+01.52 to approx. 39.19' Lt. Sta. 234+96.18 to approx. 39.33' Lt. Sta. 236+62.82 to approx. 34.04' Lt. Sta. 233+84.81 to approx. 33.91' Lt. Sta. 240+67.78 to approx. 32.80' Lt. Sta. 242+47.32 to approx. 32.73' Lt. Sta. 243+96.01 to approx. 30.55' Lt. Sta. 245+43.64 to approx. 33.84' Lt. Sta. 246+95 to approx. 35.46' Lt. Sta. 249+53.94 to approx. 34.28' Lt. Sta. 251+83.45 to approx. 32.89' Lt. Sta. 253+67.16 to approx. 37.75' Lt.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

Sta. 255+55.30 to approx. 41.55' Lt. Sta. 257+36.63 to approx. 50' Lt. Sta. 259+52.29 to approx. 51.28' Lt. Sta. 261+58.18 to approx. 61.58' Lt. Sta. 263+46.91 to approx. 9.85' Rt. Sta. 263+82.70 to approx. 25.32' Rt. Sta. 268+28.24 to approx. 8' Lt. Sta. 271+91.39 to approx. 4.567' Rt. Sta. 273+57.71 to approx. 4' Rt. Sta. 276+24.89 to approx. 6.07' Lt. Sta. 280+11.82 to approx. 2.35' Rt. Sta. 282+67.37 to approx. 6.91' Rt. Sat. 283+55+89 to approx. 11.30' Lt. Sta. 286+41.51 to approx. 14.91' Lt. Sta. 289+58.18 to approx. 9.10' Lt. Sta. 291+59.28 to approx. 7' Lt. Sta. 293+86.94 to approx. 1' Lt. Sta. 297+91.68 to approx. 2' Rt. Sta. 299+80.55 to approx. 4.83' Rt. Sta. 302+25.82 to approx. 7.64' Lt. Sta. 304+44.00 to approx. 10.19' Rt. Sta. 306+55.64 to approx. 9.09' Rt. Sta. 309+46.91 to approx. 6.18' Rt. Sta. 311+66.19 to approx. 2.89' Lt. Sta. 314+11.64 to approx. 10.18' Lt. Sta. 317+6.92 to 4.0' Rt. Sta. 319+92.36 to 23.68' Rt. Sta. 322+12.02 to approx. 38.59' Rt. Sta. 323+59.33 to approx. 38.24' Rt. Sta. 326+05.10 to 37.23' Rt. Sta. 329+82.64 to approx. 36.83' Lt. Sta. 332+19.08 to approx. 37' Lt. Sta. 333+76.82 to approx. 49.12' Lt. Sta. 336+1.09 to approx. 71.64' Lt. Sta. 237+88.00

The relocation of main aerial fiber & coax start: 66.91' Lt. 184+90.91 to approx. 57.37' Rt. Sta. 184+67.27 to approx. 42.81' Rt. Sta. 187+83 to approx. 48.80' Rt. Sta. 190+67.48 to approx. 54.62' Rt. Sta. 193+43.53 to approx. 67.67' Lt. Sta. 195+08.37 to approx. 40.03' Lt. Sta. 197+91.64 to approx. 68.76' Rt. Sta. 200+51.66 to approx. 254.10' Rt. Sta. 207+51.64 to approx. 70.55' Rt. Sta. 208+59.64 to approx. 73.79' Lt. Sta. 211+22.74; then beginning 70.30' Lt. Sta. 116+83.34 to approx. 59.89' Lt. Sta. 219+63.36 to approx. 58.64' Lt. Sta. 221+25.50 to approx. 55.73' Lt. Sta. 222+70.32 to 55.73' Lt. Sta. 224+05.10 to approx. 51.76' to Lt. Sta. 226+04.02 to approx. 66.61' Lt. Sta. 228+66.22 to approx. 69.82' Lt. Sta. 231+16.00 to approx. 64.37' Lt. Sta. 233+03.27 to approx. 58.30' Lt. Sta. 234+40.03 to approx. 56.78' Lt. Sta. 236+64.49 to approx. 49.39' Lt. 238+70 to approx. 43.93' Lt. Sta.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

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**Mile point: 2.681 TO 6.288**

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**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

239+68.92 to approx. 47.67' Lt. Sta. 241+87.73 to approx. 53.64' Lt. Sta. 244+15.45 to approx. 46.06' Lt. Sta. 246+45.79 to approx. 53.42' Lt. Sta. 248+24.87 to approx. 57.20' Lt. Sta. 249+85.06 to approx. 52.65' Lt. Sta. 251+87.84 to approx. 47.76' Lt. Sta. 253+65.79 to approx. 45.82' Lt. Sta. 255+31.26 to approx. 55.53' Lt. Sta. 257+64.93 to approx. 50.43' Lt. Sta. 259+48.07 to approx. 59.10' Lt. Sta. 261+39.70 to approx. 34.93' Rt. Sta. 263+87.03 to approx. 56.79' Rt. Sta. 266+74.03 to 56.08' Rt. Sta. 269+44.10 to approx. 50.36' Rt. Sta. 271+53.15 to approx. 54.31' Rt. Sta. 272+58.03 to approx. 63.74' Rt. Sta. 274+47.07 to approx. 74.58' Rt. Sta. 260+50 to approx. 72.13' Rt. Sta. 278+29.70 to approx. 78.22' Rt. Sta. 280+14.27 to approx. 95.63' Rt. Sta. 282+75.05 to approx. 80.78' Rt. Sta. 284+31.33 to approx. 67.34' Rt. Sta. 285+31.61 to approx. 62.47' Rt. Sta. 287+58.51 to approx. 60.92' Rt. Sta. 290+50.63 to approx. 57.89' Rt. Sta. 271+74.56 to approx. 57.32' Rt. Sta. 293+80.23 to approx. 60.08' Rt. Sta. 297+89.60 to approx. 62.73' Rt. Sta. 302+50.91 to approx. 63.94' Rt. Sta. 305+51.82 to 88.19' Lt. Sta. 307+10.31 to approx. 87.27' Lt. Sta. 309+18.18 to approx. 87.28' Lt. Sta. 311+28.19 to approx. 83.03' Lt. Sta. 313+97.29 to approx. 77.59' Lt. Sta. 316+80.08 to approx. 56.42' Lt. Sta. 320+59.70 to approx. 67.39' Rt. Sta. 323+29.13 to approx. 61.27' Rt. Sta. 326+05.15 to approx. 53.74' Rt. Sta. 329+79.15 to approx. 44.74' Lt. Sta. 332+26.40 to approx. 42.64' Lt. Sta. 333+74.99 to approx. 50.02' Lt. Sta. 336+06.36 to approx. 65.16' Lt. Sta. 337+87.88. Also, a new aerial extends from approx. 60.56' Lt. Sta. 263+46.75 to approx. 58.34' Lt. Sta. 264+79.31 then buried along R/W line into Five Oaks Road.

New buried Coax starts approx. 66.03' Lt. Sta. 231+16 to approx. 56.78' Lt. Sta. 236+64.49.

Anticipated Completion date: 6/1/2026

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

**Hardin County Water District No. 2** – Water – Has an existing 6-inch AC main left of centerline the entire length of the project with a 4-inch line stub out occurring at approx. 70.01' Lt. Sta. 207+65.46 and going off R/W RT. Sta. 207+67.22.

The new relocated 6-inch water line begins at approx. 31.15' Lt. Rt. Sta. 174+73.47 to approx. 33.2' Lt. Sta. 175+45 to approx. 35.8' Lt. Sta. 176+04.6 to approx. 38.1 Lt. Sta. 176+55.4 to approx. 43.1' Lt. Sta. 177+31.9 to approx. 47.6' Lt. Sta. 177+91.0 to approx. 54.7' Lt. Sta. 178+74.4 to approx. 62.4' Lt. Sta. 180+00 to approx. 64.1' Lt. Sta. 180+92 to approx. 66.7' Lt. Sta. 181+78.6 to approx. 66.7' Lt. Sta. 182+46.1 to approx. 61.0' Lt. Sta. 184+02.1 to approx. 63.4' Lt. Sta. 185+00 to approx. 44.8' Lt. Sta. 187+74.6 to approx. 79.7' Lt. Sta. 190+29.6 to approx. 48.8 Lt. Sta. 191+20 to approx. 74.3' Lt. Sta. 195+00 to approx. 47.9' Lt. Sta. 198+88.2 to approx. 47.2' Lt. Sta. 199+32.4 to approx. 71.1' Lt. Sta. 200+04.1 to approx. 80.5' Lt. Sta. 200+33.4 to approx. 44.9' Lt. Sta. 200+97.8 to approx. 52.4' Lt. Sta. 202+89.7 to approx. 47.8' Lt. Sta. 204+43.9 to approx. 74.5' Lt. Sta. 204+72.8 to approx. 77.6' Lt. Sta. 206+62.8 to approx. 65.6' Lt. Sta. 206+75.0 to approx. 69.4' Lt. Sta. 207+25.9 to approx. 69.4' Lt. Sta. 208+00 to approx. 69.4' Lt. Sta. 210+00 to approx. 67.5' Lt. Sta. 214+49.0 to approx. 71.9' Lt. Sta. 214+70.3 to approx. 71.7' Lt. Sta. 215+19.0 to approx. 67' Lt. Sta. 215+43.4 to approx. 64.0' Lt. Sta. 217+00.4 to approx. 49.8' Lt. Sta. 219+41.7 to approx. 60.7' Lt. Sta. 220+18.6 to approx. 65.5' Lt. Sta. 225+00 to approx. 52' Lt. Sta. 226+14.6 to approx. 67.6' Lt. Sta. 228+06.3 to approx. 69.3' Lt. Sta. 228+48.9 to approx. 68.3' Lt. Sta. 229+06.4 to approx. 38.9' Lt. Sta. 229+84.4 to approx. 78.2' Lt. Sta. 231+26.0 to approx. 64.1' Lt. Sta. 232+98.8 to approx. 53.4' Lt. Sta. 224+88.4 to approx. 58.1' Lt. Sta. 227+48.5 to approx. 38.5' Lt. Sta. 240+00 to approx. 44.6' Lt. Sta. 244+00.0 to approx. 55.0' Lt. Sta. 245+51.5 to approx. 90.1 Lt. Sta. 247+06.0 to approx. 55' Lt. Sta. 248+24.7 to approx. 50.2' Lt. Sta. 250+00 to approx. 59.7' Lt. Sta. 251+50.2 to approx. 46.2' Lt. Sta.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

253+06.4 to approx. 42.3' Lt. Sta. 254.14.6 to approx. 51.2' Lt. Sta. 254+76.7 to approx. 50' Lt. Sta. 255+00 to approx. 57.6' Lt. Sta. 257+59.5 to approx. 50.7' Lt. Sta. 258+10.4 to approx. 40.2' Lt. Sta. 259+46.3 to approx. 41.8' Lt. Sta. 260+05.2 to approx. 47.2' Lt. Sta. 260+19.2 to approx. 48.7' Lt. Sta. 260+85.7 to approx. 51.4' Lt. Sta. 262+04.9 to approx. 53' Lt. Sta. 262+72.1 to approx. 57.4' Lt. Sta. 264+91.3 to approx. 58.9' Lt. Sta. 265+46.7 to approx. 61.3' Lt. Sta. 266+70.0 to approx. 63.2' Lt. Sta. 267+65.4 to approx. 64.9' Lt. Sta. 268+34.5 to approx. 66.7' Lt. Sta. 269+54.8 to approx. 68' Lt. Sta. 270+00 to approx. 68.4' Lt. Sta. 270+70.1 to approx. 69' Lt. Sta. 272+06.8 to approx. 65.9' Lt. Sta. 273+92.6 to approx. 66.7' Lt. Sta. 274+24.6 to approx. 68.4' Lt. Sta. 275+24.5 to approx. 65.7' Lt. Sta. 275+92.8 to approx. 70.7' Lt. Sta. 277+55.2 to approx. 71.9' Lt. Sta. 279+86.1 to approx. 64.9' Lt. Sta. 283+14.4 to approx. 68.6' Lt. Sta. 285+00 to approx. 70' Lt. Sta. 286+09.2 to approx. 78.8' Lt. Sta. 287+30.1 to approx. 76.8' Lt. Sta. 289+83.8 to approx. 78.9' Lt. Sta. 291+74.0 to approx. 80' Lt. Sta. 293+04.5 to approx. 81.2' Lt. Sta. 295+82.6 to approx. 111.4' Lt. Sta. 296+24.2 to approx. 82.5 Lt. Sta. 296+81.7 to approx. 80.1 Lt. Sta. 298+40 to approx. 79' Lt. Sta. 300+00 to approx. 80.2' Lt. Sta. 303+76.5 to approx. 80.7' Lt. Sta. 305+40.3 to approx. 80.5' Lt. Sta. 306+54.1 to approx. 80.2' Lt. Sta. 307+14.9 to approx. 79.4' Lt. Sta. 309+29.3 to approx. 77' Lt. Sta. 315+00 to approx. 76.3' Lt. Sta. 316+14.6 to approx. 68.8' Lt. Sta. 318+63 to approx. 58.9 Lt. Sta. 320+21.2 to approx. 57.6' Lt. Sta. 320+71.2 to approx. 53.9' Lt. Sta. 321+22.1 to approx. 46.1' Lt. Sta. 322+00 to approx. 66.8' Lt. Sta. 324+50 to approx. 61.3' Rt. Sta. 324+50 to approx. 65.1' Rt. Sta. 328+00 to approx. 55.5' Rt. Sta. 329+34.9 to approx. 61.8' Rt. Sta. 330+00 to approx. 64.8' Rt. Sta. 330+28.8 to approx. 43.5' Rt. Sta. 333+50 to approx. 57.7' Lt. Sta. 333+50 to approx. 46.4' Lt. Sta. 335+78.9 to approx. 49.2' Lt. Sta. 337+53.1 to approx. 51.9' Lt. Sta. 338+18.9 to approx. 49.79' Lt. Sta. 339+81.32 where line ties into existing line.

## UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County

00STP6000192

FD52 047 8383101U

Mile point: 2.681 TO 6.288

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

Service line borings under mainline occur at 175+00, 185+00, 199+50, 219+00, 222+00, 226+50, 229+50, 238+50, 240+50, 243+50, 248+00, 256+00, 257+00, 258+50, 271+50, 281+00, 284+00, 285+50, 289+00, 291+00, 301+50, 305+00, 315+50, 317+00, 321+50, 337+50, 338+50

4-inch water line borings under mainline occur Sta. 208+00, 224+00.

Completion date: 6/1/2026.

**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

## UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County

00STP6000192

FD52 047 8383101U

Mile point: 2.681 TO 6.288

KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)

(2022CCR) (2024CCR)

ITEM NUMBER: 04-153.01

### RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement    Rail Involved    Rail Adjacent

### AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T Kentucky - Communication	1340 John Rowan Blvd. Bardstown KY 40004	Scott Roche	5023484528	sr8832@att.com
Brandenburg Telephone Co. - Telephone	2840 Leitchfield Rd Elizabethtown KY 42702	Kyle Dalton	2709824466	kyle.dalton@brandenburgtel.com

## UTILITIES AND RAIL CERTIFICATION NOTE

**Hardin County**

**00STP6000192**

**FD52 047 8383101U**

**Mile point: 2.681 TO 6.288**

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

City of Elizabethtown - Sewer	200 West Dixie Ave. Elizabethtown KY 42701	Michael Page	2702680438	michael.page@elizabethtownky.gov
City of Elizabethtown Gas - Natural Gas	200 West Dixie Ave. Elizabethtown KY 42701	Matthew Hobbs	2702682288	matthew.hobbs@elizabethtownky.gov
Comcast Communications - CATV	2919 Ring Road Elizabethtown KY 42701	Steve Gaddie	2704011543	stephen_gaddie@comcast.com
Hardin County Water District #2 - Water	1951 West Park Road Elizabethtown KY 42701	Forrest Pollock	2703079744	fpollock@hcwd2.org
Louisville Gas and Electric Company - Natural Gas	P.O. Box 32020 Louisville KY 40202	Caroline Justice	5026273708	Caroline.Justice@lge-ku.com
Mid-Valley Pipeline	1001 College Hill Road	Dominic Correro	6622344114	dominic.correro@energytransfer.com

## UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County

00STP6000192

FD52 047 8383101U

Mile point: 2.681 TO 6.288

**KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)**

**(2022CCR) (2024CCR)**

**ITEM NUMBER: 04-153.01**

Company - Oil / Petroleum	Oxford MS 38655			
Nolin Rural Electric Cooperative Corp - Electric	411 Ring Rd. Elizabethtown KY 42701	Jeremy Jones	2707656153	jjones@nolinrecc.com
Windstream Holdings II, LLC - Communication	932 Citation Boulevard Lexington KY 40511	Steve Johnson	8593576209	steve.johnson@windstream.com

## **GENERAL GUIDELINES FOR THIRD-PARTY CONSTRUCTION OR MAINTENANCE ACTIVITIES**

Energy Transfer and its affiliates and related companies (“ET”) are dedicated to the highest safety standards in the continued operation of their pipelines and facilities. Of utmost importance to ET is the continued safety of the public and its pipeline and facilities during construction and other activities on, across, over or under its right-of-way. ET is therefore pleased to provide these general guidelines (“Guidelines”) for third-party construction, blasting, installation or modification of pipelines, underground utilities, roads, streets, driveways, ditches, drainage canals or any other type of temporary or permanent structure or obstruction or any other encroachment on, over, across or paralleling ET’s right-of-way (hereinafter referred to as “Crossing” or “Crossings”).

These Guidelines are intended to be consistent with State Code and are further based upon industry standards and practice. These Guidelines are merely guidelines and upon notification to ET of a proposed Crossing, as required by State Code, each proposed Crossing and its corresponding finalized plans and profile drawings will be evaluated by ET and the third-party requesting such Crossing, pending final approval.

### **1. Notification**

- a. The party requesting such Crossing shall use its best efforts to provide ET with its finalized plans and profile drawings at least thirty days (30) days prior to any related construction or maintenance activity. The Pipeline Facility shall include, but is not limited to, rights-of-way, fee properties, easements, pipelines, meter and regulator buildings and valve sites (“ET Pipeline Facility” or “Facilities”). No equipment shall enter onto ET’s Pipeline Facility unless an ET representative is on location.
- b. No excavation shall occur in the vicinity of ET’s Pipeline Facilities until:
  - 1) In accordance with the State approved Notification Centers, ET shall be notified at least 48 hours in advance of any construction or maintenance activity. You must contact the State approved Notification Center at 811. Before commencing any Crossing at or near ET’s Pipeline Facility you must also contact ET’s Field Representative(s) listed below;

Justin White (office) 859-630-1823

2) An ET representative will be on site to monitor the excavation activities.

### **2. Drawings for Proposed Construction or Maintenance**

Any proposed construction or maintenance activity in the vicinity of ET’s Pipeline Facilities will require submittal of final plans and profile drawings for prior review and approval by ET. One (1) copy of these drawings must be submitted to ET’s Encroachment Department via e-mail [encroachments@energytransfer.com](mailto:encroachments@energytransfer.com). All plans and drawings must show in detail, all of ET’s

Pipeline Facilities, its corresponding right-of-way and any other landmarks that will assist ET in determining the location of the proposed Crossing and the effects of the proposed construction or maintenance activity on ET's Pipeline Facilities.

### **3. Encroachment Agreement**

In certain instances, due to the type of Crossing required and the probable impact upon ET's Facilities, an encroachment agreement may be necessary for proposed construction or maintenance within ET's Pipeline Facility. ET shall be responsible for preparing such encroachment agreement and shall bear the cost and expense in such preparation. Such encroachment agreement shall outline the responsibilities, conditions and liabilities of the parties and must be fully executed and in ET's possession prior to commencing any construction activity.

### **4. Insurance Coverage**

In certain instances, due to the type of Crossing required and the probable impact upon ET's Facilities, ET may require evidence of comprehensive general liability insurance coverage prior to any construction or maintenance activity in the vicinity of its Facilities. In the event ET requires evidence of comprehensive general liability insurance, ET and/or its affiliates and related companies, whichever the case may be, shall be named as additional insured.

### **5. Crossing Pipelines with Equipment**

To protect ET's pipelines or related Facilities from additional external loading, ET may perform a field survey and an engineering study to determine the effects of any proposed activity over its pipelines or related Facilities. Mats, timber, air-bridges, or other protective materials deemed necessary and appropriate by ET may be required and placed over ET's pipelines or related Facilities for the duration of any loading. When utilizing an air-bridge refer to Energy Transfer's approved design. Air-bridge design provided upon request.

### **6. Excavation, Cuts, or Fill near ET's Pipeline Facility**

- a. An ET representative will be on location prior to and during construction activity within ET's Pipeline Facility.
- b. No heavy equipment of any type will be permitted to work directly over ET's pipelines or related Facilities.
- c. All excavation within eighteen inches (18") of any pipeline will be performed by hand. At the discretion of ET's onsite representative, excavators may be required to hand dig beginning at a distance greater than eighteen inches (18").
- d. All excavations within ET's Pipeline Facility shall be backfilled with a minimum of eight inches (8") lifts of backfill material, where pipeline padding is reduced ensure backfill is clean and free from rock, trash, concrete, rubbish, or hazardous material. Soil backfill must be compacted to the satisfaction of the ET onsite inspector so that settling does not occur.
- e. No grade cuts will be permitted within ET's Pipeline Facility. ET's representative will be on location. An engineering study may be performed to ensure that the lateral stability of ET's pipelines or related Facilities are not affected.

- f. No fill shall be permitted within ET's Pipeline Facility. No more than twenty-four inches (24") of earthen fill material (pipeline cover not to exceed seven feet (7'), free from any rocks, trash, concrete, rubbish, rebar, hazardous materials, etc., will be permitted within ET's Pipeline Facility.
- g. Earthen cover over ET's pipelines shall be thirty-six inches (36") or no less than what was originally there prior to any construction. In the event that ET determines that a lesser cover will not increase the risk to the public or increase the risk of a break, leak, rupture or other damage to ET's pipelines or related Facilities.
- h. No trash or debris shall be placed in any excavation or left in or on ET's Pipeline Facility.
- i. The creation of storm water outfalls or other water management controls which would make the pipeline right-of-way more susceptible to erosion are not allowed.

## 7. **Aboveground Appurtenances, Structures and Obstructions**

- a. No aboveground appurtenances, structures, or obstructions of a temporary or permanent nature shall be located within ET's Pipeline Facility that, in any way, interfere with operating, maintaining, accessing, inspecting, repairing, modifying, replacing or relocating such Facilities. The appurtenances, structures and obstructions include, but are not limited to the following: buildings, structures, signage, utility poles, steel towers, guy wires, other structures supporting aerial lines, satellite dishes, manholes, catch basins, septic systems, utility pedestals, transformers, fire hydrant, large spoils of earthen materials, decks, pools, boats, RV's, trailers and storage of hazardous or non-hazardous materials.
- b. No foreign towers (Wind Turbine and Communication Towers) are permitted within 1500 feet (1500') of ET's Pipeline Facilities. Refer any requests to the Right-of-Way Representative/Encroachments Group.
- c. No solar array facilities are permitted within 50' of ET's Pipeline Facilities, or within 300' of ET's cathodic protection groundbeds. AC and DC power crossings per Proposed Pipe and Utility Lines below. See "Solar Facilities in Proximity to Pipelines" for required CP/AC testing and monitoring requirements. Fill out and return "Solar Facility Project Data Request".

## 8. **Proposed Pipe and Utility Lines**

- a. General Guidelines:
  1. For the safety of the public and to lessen the risk of a break, leak, rupture or other damage to ET's Pipeline Facility and in furtherance of the state code, ET's Pipeline Facility shall be positively located by ET before any Crossings are constructed or installed near ET's Pipeline Facility.
  2. Plan and profile drawings are required for all foreign utility Crossings.
  3. For open trench Crossings, ET requires a minimum clearance of twenty-four inches (24") be maintained between the bottom of ET's pipeline or related Facilities and any foreign line or facilities.

4. For conventional and horizontal directionally drilled (HDD) bore Crossings, ET requires a minimum clearance of thirty-six inches (36") below ET's pipeline/facilities.
5. For horizontal directionally drilled (HDD) bore Crossings that are large diameter, twelve inches (12") or greater, a minimum of sixty inches (60") of clearance below ET's Pipeline Facilities and across the entire width of ET's right-of-way is required.
6. Excavate ET Facilities at the point of the proposed Crossing on the approach side to verify the auger head, boring and installation process will not damage ET's Pipeline Facilities.
7. All foreign lines shall cross ET's Pipeline Facility at ninety degrees (90°) or at an angle of not less than forty-five degrees (45°). Longitudinal occupancy of ET's Pipeline Facility will not be permitted.
8. Buried utility lines must be identified with permanent aboveground markers where lines enter and exit ET's right-of-way. Installation and maintenance of the markers shall be the responsibility of the foreign line owner.
9. No manholes, valves or other appurtenances will be permitted within ET's Pipeline Facility.
10. No vertical or horizontal bends allowed within ET's Pipeline Facility.
11. ET's Pipeline Facility is cathodically protected. All other cathodically protected facilities that enter, or cross ET's Pipeline Facility must have test leads installed. Any inquiries for cooperative testing should be directed to the attention of ET's Field Representative on location. Any utility Crossings that may be negatively affected by ET cathodic protection will need to be designed accordingly (i.e. coated, cased, etc.)
12. ET may require excavation of its Facilities to perform corrosion related tasks before and during foreign line Crossings as required.
13. All underground utilities (other than residential telephone, cable TV and 24-volt DC power lines) may require plastic identification tape installed no closer than eighteen inches (18") above the line.

b. Water or Forced Sewer Lines

1. All water and sewer lines shall be either (1) ductile iron or steel casing (coated to protect it from ET's cathodic protection) or (2) steel encased in plastic schedule 80 PVC for a minimum of 5-feet on either side of any ET's pipelines or related Facilities or (3) standard PVC pipe.
2. Forced sewer lines shall have no piping connections located within 5-feet of any ET's pipelines or related Facilities or placed within ET's pipeline easement.

## c. Communication, Power or Combustible Material Lines

1. When open trenching Crossing with underground fiber optic cables, telephone and television cables (other than residential telephone and cable TV) crossing under ET's Pipeline Facility shall be installed in rigid non-metallic conduit with bags of concrete-mix placed directly above and below the conduit across ET's right- of-way or similar company approved method. Place warning burial tape the width of ET's right-of-way at least 18 inches (18") directly above communication cables. Bags of concrete-mix and burial tape are not required when installing via HDD or conventional bore.
2. When open trench Crossing with underground electric cables except 24-volt DC power lines (including single residential service drops) crossing under ET's facilities shall be installed in nonmetallic conduit with bags of concrete-mix placed directly above and below the conduit across ET's right-of-way or similar company approved method. Place red warning burial tape the width of ET's right-of-way at least 18 inches directly above the cable. A minimum of sixty inches (60") is required if over 600 volts.
3. When underground electric cable over 10 kV is crossing ET Facilities it shall be a shielded cable installed within ridged non-metallic casing. Bags of concrete-mix or a similar ET approved method, must be placed directly above and below the casing across the width of ET's right- of-way. Place red warning burial tape the width of ET's right-of-way at least 18 inches directly above the cable. ET requires a minimum clearance of sixty inches (60") below ET's Pipeline Facilities. Bags of concrete-mix and burial tape are not required when installing via HDD or conventional bore.
4. Overhead and underground crossings exceeding 160 kV and any power lines that will be constructed parallel to and outside of ET's right-of-way within 300 feet of ET's Pipeline Facilities, are not allowed by ET.
5. All overhead power/communication lines must cross ET Facilities with a minimum vertical overhead clearance of twenty-five feet (25') to grade at full load and maximum temperature.
6. ET recommends that all underground residential telephone, cable TV and 24-volt DC power lines be encased in plastic conduit for the full width of the right-of- way.

## ci. Exclusive Easement Construction

1. When constructing a directional drill across ET's easement a minimum separation of ten (10) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area.
2. When constructing a conventional bore across ET's easement a minimum separation of three (3) feet must be maintained between the outside diameter of the bottom of ET's pipeline and the top of any of your facilities within ET's exclusive easement area.

**9. Proposed Roads, Streets, Driveways, Access Ways and Parking Lots**

- a. Load stress will be calculated by ET to determine if any protection of the pipeline is required for roadways, streets, driveways, access ways, etc., planned to cross ET's Pipeline Facility. In the event it is determined by ET that the roadways, streets, driveways, access ways, etc., will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, ET may require, at the sole cost and expense of the party requesting such Crossing, the installation of protective material or pipeline adjustment as may be deemed necessary by ET to protect the public or ET's Pipeline Facility.
- b. The preferred minimum earth cover over ET's Pipeline Facility is forty-eight inches (48") at all roadways, streets, driveways, access ways, etc., including adjacent ditch lines. In the event that ET determines that a lesser cover will not increase a risk to the public or increase a risk of a break, leak, rupture or other damage to the pipeline or related Facilities, ET may allow a lesser earth cover, in a minimum amount as determined solely within the discretion of ET. In the event the required amount of cover is not obtainable as reflected in finalized plan and profile drawings, ET may require the installation of protective material at no expense to ET. Cover shall be measured from the top of ET's pipeline to the surface of the road.
- c. Roads and streets crossing over ET's Pipeline Facility shall cross at an angle of not less than forty-five degrees (45°), or as near as possible thereto. Crossings should be over straight pipe and at locations free of any crossovers. Longitudinal occupancy of the right- of-way will not be permitted.
- d. No parking areas or the like will be allowed on, over or across ET's Pipeline Facilities.
- e. Permanent pipeline marker(s), provided by ET, will be installed at all road Crossings.

**10. Disposal Systems**

No aerobic septic systems, septic tanks, liquid disposal systems, or hazardous waste disposal systems will be allowed on ET's Pipeline Facility or within twenty-five (25) feet of ET's Pipeline Facility. This will include, but is not limited to, affluent from sewage disposal systems, the discharge of any hydrocarbon substance, the discharge or disposal of any regulated waste, or any other discharge that may prove damaging or corrosive to ET's Pipeline Facility.

**11. Impoundment of Water**

- a. In order to provide for the adequate maintenance and operation of ET's Pipeline Facility, the impoundment of water on ET's Pipeline Facility will not be allowed.

- b. Temporary soil erosion and sediment control devices and storm water detention basins/traps will not be permitted on ET's Pipeline Facility.

## **12. Blasting & Seismic Activity**

- a. To the extent it impacts the lateral stability or otherwise endangers or interferes with the efficiency, safety, or convenient operation of ET's Pipeline Facility, no explosive detonations will be permitted within 300-feet of ET's Pipeline Facility without: (1) prior blast plan impact analysis and written approval from ET and (2) ET's representative on site during blasting. To determine if the detonation stresses will be detrimental to the safety of ET's Pipeline Facility, information required to complete ET's "Blasting Data Sheet" must be submitted to ET for evaluation and approval no less than 30 days prior to the proposed date of blasting activity. The contractor performing the blasting will be required to verify by signature the proposed blasting plan.
- b. No "Non-Explosive" seismic testing or construction equipment with steady state vibrator, intermittent vibrator, or thumper sources shall be conducted within 150 feet of ET's Pipeline Facility without prior written approval.

## **13. Landscaping & Irrigation Systems**

- a. Landscaping shall not be permitted within ET's Pipeline Facility.
- b. Irrigation heads and valves shall not be permitted within ET's Pipeline Facility.
- c. Irrigation systems shall not be directly installed longitudinally over ET's Pipeline Facility and shall not be buried deeper than 12-inches, regardless of location, from the surface of the ground within ET's Pipeline Facility.

## **14. Pipeline Markers**

The party requesting such Crossing will ensure that all temporary and permanent pipeline markers installed by ET are always protected and maintained during construction or Crossing related activity. Any permanent markers damaged or removed will be replaced by ET at the sole expense of the party requesting such Crossing. No work will be allowed to commence until, in the opinion of ET, sufficient pipeline markers are in place. Unauthorized damage or removal of pipeline markers is punishable by Federal law.

## **15. Right of Ingress and Egress**

- a. The party requesting such Crossing shall have the right to install fences on, over and across the Facilities, provided, however, that ET shall have the unrestricted right of ingress and egress to its Facilities at all times. ET prohibits any fencing which obstructs access or line of sight for patrol/inspection or identification markers.
- b. ET, at its sole option and discretion, may require the party requesting such Crossing to install, at its sole cost and expense and for ET's benefit, a walk gate at least three (3) feet in width for residential lots or gate at least twelve (12) feet in width for rural areas at each

fence Crossing. ET shall provide a lock for such gate(s). Said gate(s) shall be installed as to provide ET with ingress and egress access to its pipeline or related facilities and to minimize vehicular and equipment travel over ET's pipeline or Facilities.

- c. The party requesting such Crossing shall be responsible for keeping the enclosed portion of ET's pipeline or related Facilities free of any debris or trash.
- d. ET's pipeline or related Facilities shall be positively located by ET before any fences are constructed or installed near ET's Pipeline Facilities. Post hole excavations for fencing placed near ET's Pipeline Facilities shall not be greater than a depth of eighteen inches (18") below the undisturbed grade level nor closer than five feet (5') horizontally from ET's pipeline or related Facilities.

**16. Statement Regarding Existing Rights**

**NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO CONVEY, WAIVE, OR SUBORDINATE ANY OF ET'S EXISTING RIGHTS WHATSOEVER. SHOULD A CONFLICT EXIST WITH THE LANGUAGE CONTAINED IN ANY ET ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION AND THESE GUIDELINES, ET'S ENCROACHMENT AGREEMENT, EASEMENT, OR PETITION IN CONDEMNATION SHALL CONTROL AND BE DECISIVE OF THE ISSUE.**

**17. Statements Regarding Guidelines for Construction and Maintenance**

Certain construction and maintenance activities may be reviewed and approved by ET at one point in time, but not immediately installed or performed. Therefore, all construction and maintenance activities are subject to the Guidelines in affect at the time the work takes place. In addition, the guidelines described in this document represent those industry standards that ET believes meet the minimum acceptable standards regarding third-party construction and maintenance activities in the vicinity of ET's Pipeline Facility. Therefore, after review of the final plan and profile drawings, ET may, in the event that ET determines the construction and maintenance activities will increase a risk to the public or increase a risk of a break, leak, rupture or other damage to ET's Pipeline Facility, require fortifications in furtherance of state codes. The party requesting such Crossing agrees to alter, modify or halt any construction activity, which in the sole opinion of ET's, will increase the risk to the public or increase the risk of a break, leak, rupture or other damage to ET's Pipeline Facility.

All written correspondences and your final design plans are to be addressed to:

**Energy Transfer Company  
[encroachments@energytransfer.com](mailto:encroachments@energytransfer.com)  
Attention: Encroachment Department**

**[END]**

Kentucky Transportation  
Cabinet Project: 04-153.01  
Roadway Improvements KY 251  
from Ring Road to KY 313  
MP 2.9 to MP 6.3  
Hardin County

# ***NOTICE***

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**DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS  
NATIONWIDE SECTION 404 PERMIT AUTHORIZATION**

**DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
KENTUCKY DIVISION OF WATER  
SECTION 401 WATER QUALITY CERTIFICATION**

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**PROJECT DESCRIPTION**

Perform safety improvements along KY 251 in Hardin County between MP 2.9 to MP 6.3

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The Sections 404 and 401 activities for this project have previously been permitted under the authority of the Department of the Army, Nationwide Section 404 Permit Number 14, *Linear Transportation Projects* (with additional *Kentucky Regional General Conditions*), and the Division of Section 401 Water General Water Quality Certification. For these authorized permits to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Number 14 permit and General Water Quality Certification in a conspicuous location at the project site, with unencumbered public access, for the duration of construction and comply with the general conditions required.

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Kentucky Transportation  
Cabinet Project: 04-153.01  
Roadway Improvements KY 251  
from Ring Road to KY 313  
MP 2.9 to MP 6.3  
Hardin County

## Locations Impacting Water Quality

Station-Location	Description
Site: 1 STA 246+43.70	Extend existing 5'x5' RCBC culvert 47 LF (including HW) on the upstream side and 71 LF (including HW and Riprap) on the downstream side for a total net additional impact of 118 LF and 0.024 acres of new impact to Mill Creek, a perennial stream.
	Latitude: 37.755143      Longitude: -85.846486

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This project involves work near and/or within Jurisdictional Waters of the United States as defined by the U. S. Army Corps of Engineers; therefore, requiring a Nationwide Number 14 General Section 404 permit. The Division of Water conditionally certified this General Permit. Importantly, one of those conditions regards the use of heavy equipment in any stream channel, or streambed. If there is need to cross the stream channel with heavy equipment, or conduct work within the stream channel, a work platform or temporary crossing, is authorized. This should be constructed with clean rock (preferably sandstone or granite east of a line stretching from the McCreary-Wayne County line to the southwest, northeasterly to Lewis-Greenup County line), and sufficient pipe to allow stream flow to continue, unimpeded (refer to the attached standard drawing for low-water crossings at end of the document). Other conditions may be found under the heading, *General Certification—Nationwide Permit # 14 Linear Transportation Projects*.

In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Number 14 Approval in a conspicuous location at the project site, for the duration of the construction, and comply with the general conditions as required.

To more readily expedite construction, the contractor may elect to alter the design, or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain written permission from the Division of Construction and the Kentucky Transportation Cabinet, Division of Environmental Analysis. If such changes necessitate further permitting, then the contractor will be responsible for applying to the U. S. Army Corps of Engineers and the Kentucky Division of Water. A copy of any request to the Corps of Engineers or Division of Water to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.



# Public Notice

**US Army Corps  
of Engineers**

Louisville District ®

Public Notice No.  
LRL-2020-00006

Please address all comments and inquiries to:  
U.S. Army Corps of Engineers, Louisville District  
ATTN: Meagan Knuckles, CELRL-RDS, Rm 752  
P.O. Box 59  
Louisville, Kentucky 40201-0059

Phone: (502) 315-6709

## **PUBLIC NOTICE FOR FEDERAL REGISTER NOTICE ANNOUNCING THE REISSUANCE OF THE NATIONWIDE PERMITS**

On January 13, 2021, the U.S. Army Corps of Engineers (Corps) published a final rule in the *Federal Register* (86 FR 2744) announcing the reissuance of 12 existing nationwide permits (NWPs) and four new NWPs, as well as the reissuance of NWP general conditions and definitions with some modifications. The January 13, 2021, *Federal Register* notice is available for viewing at <https://www.federalregister.gov/documents/2021/01/13/2021-00102/reissuance-and-modification-of-nationwide-permits>. The 16 NWPs, listed below, become effective on March 15, 2021, and will expire on March 14, 2026:

- NWP 12 – Oil or Natural Gas Pipeline Activities
- NWP 21 – Surface Coal Mining Activities
- NWP 29 – Residential Developments
- NWP 39 – Commercial and Institutional Developments
- NWP 40 – Agricultural Activities
- NWP 42 – Recreational Facilities
- NWP 43 – Stormwater Management Facilities
- NWP 44 – Mining Activities
- NWP 48 – Commercial Shellfish Mariculture Activities
- NWP 50 – Underground Coal Mining Activities
- NWP 51 – Land-Based Renewable Energy Generation Facilities
- NWP 52 – Water-Based Renewable Energy Generation Pilot Projects
- NWP 55 – Seaweed Mariculture Activities
- NWP 56 – Finfish Mariculture Activities
- NWP 57 – Electric Utility Line and Telecommunications Activities
- NWP 58 – Utility Line Activities for Water and Other Substances

On February 15, 2021, the Great Lakes and Ohio River Division (LRD) approved Kentucky regional conditions for the 2021 NWPs in the Commonwealth of Kentucky. The Kentucky Regional Conditions for the 2021 NWPs for the Commonwealth of Kentucky become effective on March 15, 2021 and are attached to this public notice. Additionally, the Louisville District has posted the Regional Conditions for the Commonwealth of Kentucky for the 2021 NWPs on its

Regulatory Division  
South Branch  
Public Notice No. LRL-2020-00006

internet home page at: <http://www.lrl.usace.army.mil/Missions/Regulatory/Obtain-a-Permit/Nationwide/>.

KDOW denied the 401 WQC for NWP 43, NWP 44 and NWP 52, therefore an individual 401 WQC will be required for a project authorized by NWP 43, NWP 44 and NWP 52. The KDOW issued general WQCs for NWPs 12, 21, 29, 39, 42, 50, 51, 57 and 58. An individual 401 WQC will be required by the KDOW if the proposed activities do not meet the conditions of the general WQC. The KDOW certified NWPs 40, 48, 55 and 56 as written, therefore, projects authorized by these activities are certified as written and no further contact with KDOW would be required. The 401 WQC for the 2021 NWPs becomes effective on March 15, 2021 and is attached to this public notice. Additionally, the Louisville District has posted the 401 WQC on its internet homepage at the link noted above.

There are 40 existing NWPs that were not reissued or modified by the January 13, 2021 final rule. Those 40 NWPs were published in the January 6, 2017 issue of the Federal Register (82 FR 1860). The 40 2017 NWPs, accompanying regional conditions and 401 WQC will remain in effect until the Corps issues a final rule reissuing those NWPs, Regional Conditions, and 401 WQC, or until March 18, 2022, whichever comes first. Listed below are the 40 2017 NWPs that remain in effect, and the 2017 Kentucky Regional Conditions are on the Louisville Districts internet homepage at the link noted above.

- NWP 1 – Aids to Navigation
- NWP 2 – Structures in Artificial Canals
- NWP 3 – Maintenance
- NWP 4 – Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities
- NWP 5 – Scientific Measurement Devices
- NWP 6 – Survey Activities
- NWP 7 – Outfall Structures and Associated Intake Structures
- NWP 8 – Oil and Gas Structures on the Outer Continental Shelf
- NWP 9 – Structures in Fleeting and Anchorage Areas
- NWP 10 – Mooring Buoys
- NWP 11 – Temporary Recreational Structures
- NWP 13 – Bank Stabilization
- NWP 14 – Linear Transportation Projects
- NWP 15 – U.S. Coast Guard Approved Bridges
- NWP 16 – Return Water From Upland Contained Disposal Areas
- NWP 17 – Hydropower Projects
- NWP 18 – Minor Discharges
- NWP 19 – Minor Dredging
- NWP 20 – Response Operations for Oil or Hazardous Substances
- NWP 22 – Removal of Vessels
- NWP 23 – Approved Categorical Exclusions

Regulatory Division  
South Branch  
Public Notice No. LRL-2020-00006

- NWP 24 – Indian Tribe or State Administered Section 404 Programs
- NWP 25 – Structural Discharges
- NWP 27 – Aquatic Habitat Restoration, Establishment, and Enhancement Activities
- NWP 28 – Modifications of Existing Marinas
- NWP 30 – Moist Soil Management for Wildlife
- NWP 31 – Maintenance of Existing Flood Control Facilities
- NWP 32 – Completed Enforcement Actions
- NWP 33 – Temporary Construction, Access, and Dewatering
- NWP 34 – Cranberry Production Activities
- NWP 35 – Maintenance Dredging of Existing Basins
- NWP 36 – Boat Ramps
- NWP 37 – Emergency Watershed Protection and Rehabilitation
- NWP 38 – Cleanup of Hazardous and Toxic Waste
- NWP 41 – Reshaping Existing Drainage Ditches
- NWP 45 – Repair of Uplands Damaged by Discrete Events
- NWP 46 – Discharges in Ditches
- NWP 49 – Coal Remining Activities
- NWP 53 – Removal of Low-Head Dams
- NWP 54 – Living Shorelines

Questions concerning implementation of the NWPs and associated Regional Conditions should be sent to [LRL.RegulatoryPublicComment@usace.army.mil](mailto:LRL.RegulatoryPublicComment@usace.army.mil) or you can contact Ms. Meagan Knuckles at (502) 315-6709.

## **2021 KENTUCKY REGIONAL GENERAL CONDITIONS**

These regional conditions are in addition to, but do not supersede, the requirements in the Federal Register (Volume 86, No. 8 on Date January 13, 2021, pp 2744).

Notifications for all Nationwide Permits (NWPs) shall be in accordance with General Condition No. 32.

1. For activities that would result in a loss of Outstanding State or National Resource Waters (OSNRWs), Exceptional Waters (EWs), Coldwater Aquatic Habitat Waters (CAHs) and waters with Designated Critical Habitat (DCH) under the Endangered Species Act for the NWPs listed below, a Pre-Construction Notification (PCN) will be required to the Corps. The Corps will coordinate with the appropriate resource agencies (see attached list) on these NWPs for impacts to these waters.

NWP 12 (Oil or Natural Gas Pipeline Activities)

NWP 51 (Land-Based Renewable Energy Generation Facilities)

NWP 57 (Electric Utility Line and Telecommunications Activities)

NWP 58 (Utility Line Activities for Water and Other Substances)

2. All applications and requests should be submitted electronically. To submit applications or other requests electronically, all documents should be saved as a PDF document, and then submitted as an attachment in an email to the following email address:

[CELRL.Door.To.The.Corps@usace.army.mil](mailto:CELRL.Door.To.The.Corps@usace.army.mil)

Your email should include the following:

- a) Subject Line with the name of the applicant, type of request, and location (County and State). Example: RE: Doe, John, DA Permit Application, Jefferson County, KY
- b) Brief description of the request and contact information (phone number, mailing address, and email address) for the applicant and/or their agent.
- c) Project Location: Address and Latitude/Longitude in decimal degrees (e.g. 42.927883, -88.362576).

All forms that require signature must be digitally signed or signed manually, scanned and then sent electronically.

Electronic documents must have sufficient resolution to show project details. In order to have the highest quality documents, the original digital documents should be converted to PDF rather than providing scanned copies of original documents.

The electronic application and attached documents must not exceed 10 megabytes (10MB).

3. For all activities, the applicant shall review the U.S. Fish and Wildlife Service's IPaC website: <http://ecos.fws.gov/ipac> to determine if the activity might affect threatened and/or endangered species or designated critical habitat. If federally listed species or designated critical habitat are identified, a PCN in accordance with General Condition 18 and 32 would be triggered and the official species list generated from the IPaC website must be submitted with the PCN.

Further information:

Outstanding State or National Resource Water (OSNRWs), Exceptional Waters (EWs), and Coldwater Aquatic Habitat Waters (CAHs) are waters designated by the Commonwealth of Kentucky, Natural Resources and Environmental Protection Cabinet. The list can be found at the following link: <http://eppcapp.ky.gov/spwaters/>

Designated Critical Habitat (DCH) under the Endangered Species Act is determined within the Commonwealth of Kentucky by the U.S. Fish and Wildlife Service. The current list of Kentucky's Threatened, Endangered, and Federal Candidate Species can be found at the following link: <http://www.fws.gov/frankfort/EndangeredSpecies.html> Information on Pre-Construction Notification (PCN) can be found at NWP General Condition No. 32 in the Federal Register (Volume 86, No. 8 on Date January 13, 2021, pp 2873).

## **COORDINATING RESOURCE AGENCIES**

Chief, Wetlands Regulatory Section  
U.S. Environmental Protection Agency  
Region IV  
Atlanta Federal Center  
61 Forsyth Street, SW  
Atlanta, Georgia 30303

Supervisor  
U.S. Fish & Wildlife Service  
JC Watts Federal Building, Room 265  
330 West Broadway  
Frankfort, Kentucky 40601

Supervisor  
401 Water Quality Certification  
Kentucky Division of Water  
300 Sower Boulevard, 3<sup>rd</sup> Floor  
Frankfort, KY 40601

Commissioner  
Department of Fish and Wildlife Resources  
#1 Sportsman's Lane  
Frankfort, KY 40601

Executive Director and State Historic Preservation Officer  
Kentucky Heritage Council  
410 High Street  
Frankfort, KY 40601

ANDY BESHEAR  
GOVERNOR



REBECCA W. GOODMAN  
SECRETARY

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

December 18, 2020

Mr. David Baldridge  
Chief, South Branch  
Regulatory Division  
U.S. Army Corps of Engineers, Louisville District  
600 Dr. Martin Luther King Jr Pl  
Louisville, Kentucky 40202

Re: §401 Water Quality Certification  
Nationwide Permits 2020  
AI No.: 35050; Activity ID: APE20200005  
USACE ID No.: LRL-2020-00006

Dear Mr. Baldridge:

The Kentucky Division of Water (Division) received requests for Section 401 Water Quality Certification from the U.S. Army Corps of Engineers, Louisville District for the proposed 2020 Nationwide Permits 3, 4, 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 27, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 49, 50, 51, 52, 53, 54, C, D and E on October 19, 2020 and proposed 2020 Nationwide Permits 1, 2, 8, 9, 10, 11, 24, 28, 35, A and B on December 10, 2020. The Division has reviewed the conditions specified in each proposed permit and the general conditions that apply to all Nationwide Permits and made determinations to certify, deny or waive. Please review the enclosed package for a summary of these determinations.

It is the determination of the Division that proposed Nationwide Permits 1, 2, 4, 6, 8, 9, 10, 11, 20, 22, 24, 28, 34, 35, 40, 41, 48, 54, A and B provide reasonable assurances as written, that the applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated. The Division considers Nationwide Permits 1, 2, 4, 6, 8, 9, 10, 11, 20, 22, 24, 28, 34, 35, 40, 41, 48, 54, A and B certified as written.

It is the determination of the Division that proposed Nationwide Permits 3, 5, 7, 12, 13, 14, 15, 18, 19, 21, 23, 25, 27, 29, 30, 31, 33, 36, 37, 39, 42, 45, 46, 49, 50, 51, C, D, and E can provide reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated if these activities are performed in compliance with the conditions included for each General Certification. The Division considers Nationwide Permits 3, 5, 7, 12, 13, 14, 15, 18, 19, 21, 23, 25, 27, 29, 30, 31, 33, 36, 37, 39, 42, 45, 46, 49, 50, 51, C, D, and E certified with conditions.

Consistent with Section 401 of the Clean Water Act, the General Certification conditions are designed to ensure activities carried out under Nationwide Permits authorized by the U.S. Army Corps of Engineers will comply with applicable water quality requirements. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

It is the determination of the Division that proposed Nationwide Permits 16, 17, 32, 38, 43, 44, 52, and 53 will require a site-specific Individual Water Quality Certification and will be denied a general certification for these activities. The activities, as permitted in these proposed Nationwide Permits, do not provide sufficient information about the activity design and methodology or the discharge that may occur to be certified as written. The denial for a general certification is based on the Division's inability to generally condition these activities to ensure that the activities will comply with Kentucky's water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA.

The draft determinations were made available for public comment from November 17, 2020 through December 17, 2020. The final determinations will be available to the public on our website at <https://eec.ky.gov>. Please contact Elizabeth Harrod by phone at 502-782-6700 or email at [Elizabeth.Harrod@ky.gov](mailto:Elizabeth.Harrod@ky.gov) if you have any questions.

Sincerely,



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**Elizabeth Harrod, Supervisor**  
Water Quality Certification Section  
Kentucky Division of Water

Enclosure

cc: Mike Ricketts, Louisville District [Michael.S.Ricketts@usace.army.mil]  
Josh Frost, Nashville District [Joshua.W.Frost@usace.army.mil]  
Timothy Wilder, Memphis District [Timothy.C.Wilder@usace.army.mil]  
Ashley Monroe, U.S. EPA [Monroe.Ashley@epa.gov]  
Lee Andrews, USFWS: Frankfort [kentuckyes@fws.gov]  
Doug Dawson, Kentucky Department of Fish and Wildlife Resources [doug.dawson@ky.gov]



MATTHEW G. BEVIN  
GOVERNOR

CHARLES G. SNAVELY  
SECRETARY

**ENERGY AND ENVIRONMENT CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

R. BRUCE SCOTT  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

**General Certification--Nationwide Permit # 14  
Linear Transportation Projects**

This General Certification is issued March 19, 2017, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or 10 are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. The activity will impact less than 1/2 acre of wetland/marsh.

## **General Certification--Nationwide Permit # 14**

### **Linear Transportation Projects**

#### **Page 2**

4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet and in-stream stormwater detention/retention basins are not covered under this general water quality certification.
5. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14.
6. Any crossings must be constructed in a manner that does not impede natural water flow.
7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
  - Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
  - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur (401 KAR 10:031 Section 2 and KRS 224.70-100).
  - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to,

## General Certification--Nationwide Permit # 14

### Linear Transportation Projects

#### Page 3

upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.

- Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
- Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
- To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
- Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the KDOW shall be notified immediately by calling (800) 928-2380.

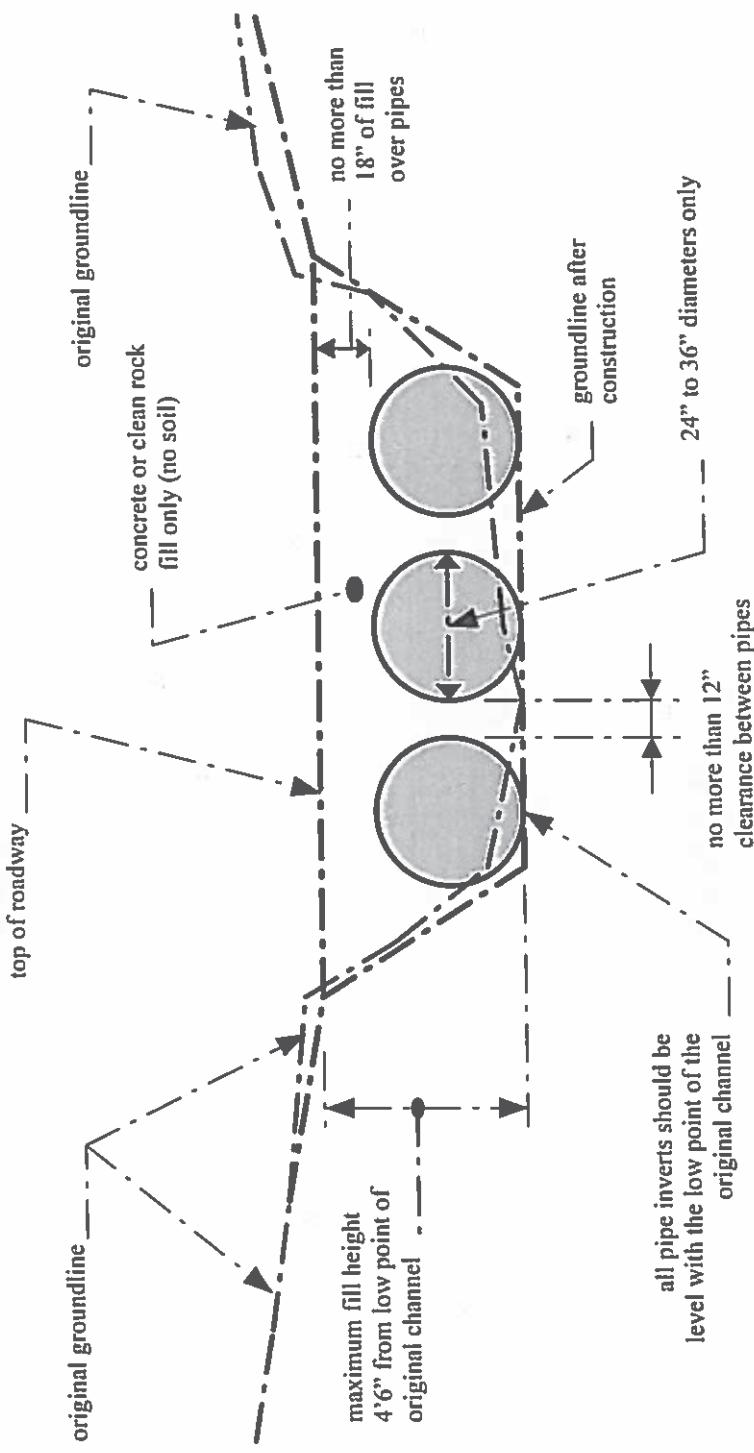
Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.

## GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. The Kentucky Division of Water may require submission of a formal application for an Individual Certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
2. Nationwide permits issued by the U.S. Army Corps of Engineers for projects in Outstanding State Resource Waters, Cold Water Aquatic Habitats, and Exceptional Waters as defined by 401 KAR 10:026 shall require individual water quality certifications.
3. Projects requiring in-stream stormwater detention/retention basins shall require individual water quality certifications.
4. Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
5. Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site.
6. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
7. To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow.
8. Heavy equipment (e.g. bulldozers, backhoes, draglines, etc.), if required for this project, should not be used or operated within the stream channel. In those instances where such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation.
9. If there are water supply intakes located downstream that may be affected by increased turbidity, the permittee shall notify the operator when work will be performed.
10. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.

11. Should stream pollution, wetland impairment, and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380.

**ATTACHMENT 1**



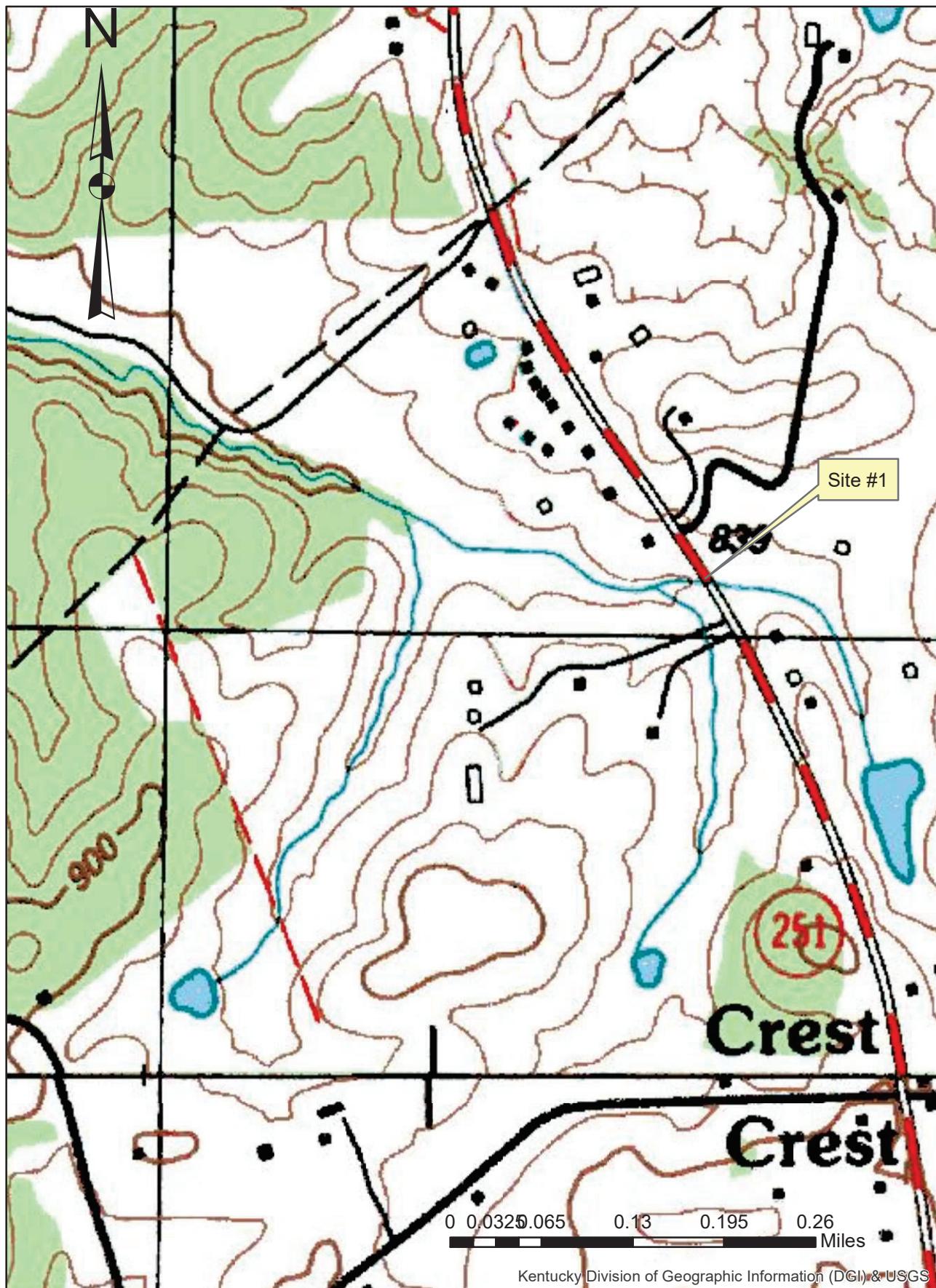
**NOTES:**

1. This is a conceptual drawing. The number and size of pipes and other details will vary depending on specific site conditions.
2. The pipes and backfill must be contained within the stream channel as shown above. During the construction of the approaches and access roadway across the floodplain, unstable and unconsolidated materials unsuitable for roadways may be excavated and replaced with riprap, crushed stone, or other stable road construction materials. This may only be done, however, with the following provisions: (1) the disposal of excess, unconsolidated materials thus excavated must be outside of the floodplain and (2) the finished surface of the completed road may be no more than three inches (3") above the pre-construction surface of the floodplain at any point beyond the top of banks.

**LOW-WATER CROSSING**

STANDARD DRAWING  
Not to Scale

## 4-153.01 KY 251 Roadway Improvements



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



**Kentucky Transportation Cabinet**

**Highway District 4**

**And**

**(2), Construction**

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

**Groundwater protection plan**

**For Highway Construction Activities**

**For  
KY 251 Improvements and Roundabout at Ring  
Road**

**HARDIN COUNTY**

**Project: CID ## - #####**

KPDES BMP Plan Page 1 of 15

Revised 3/4/2016

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

### Project information

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

1. Owner – Kentucky Transportation Cabinet, District \_\_ (1)

2. Resident Engineer: (2)

3. Contractor name: (2)

Address: (2)

Phone number: (2)

Contact: (2)

Contractors agent responsible for compliance with the KPDES permit requirements (3):

4. Project Control Number (2)

5. Route (Address)

5080 Shepherdsville Rd  
Elizabethtown, KY 42701

6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss

37.764534

-85.850159

7. County (project mid-point)

Hardin

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

9. Projected completion date: (2)

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

### A. Site description:

#### 1. Nature of Construction Activity (from letting project description)

KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434 (MP 2.681 to 6.137)

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

#### 3. Projected volume of material to be moved

205,061 CU YD

#### 4. Estimate of total project area (acres)

45.4

#### 5. Estimate of area to be disturbed (acres)

45.4

#### 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

Existing soil to be excavated is roadway embankment

#### 8. Data describing existing discharge water quality (if any) (2)

No existing Water quality data exist

#### 9. Receiving water name (1)

Unnamed Tributaries of Buffalo Creek, Freeman Creek, Sulphur Branch, Mill Creek, and Bewley Run

#### 10. TMDLs and Pollutants of Concern in Receiving Waters:

No TMDL Streams

#### 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

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

and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

### 12. Potential sources of pollutants:

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

## B. Sediment and Erosion Control Measures:

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

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

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

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

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

- Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
- At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
  - Leaving areas undisturbed when possible.
  - Silt basins to provide silt volume for large areas.
  - Silt Traps Type A for small areas.
  - Silt Traps Type C in front of existing and drop inlets which are to be saved
  - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - Brush and/or other barriers to slow and/or divert runoff.
  - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
  - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed
  - Silt Traps Type C in front of pipes after they are placed
  - Channel Lining
  - Erosion Control Blanket
  - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
  - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
  - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.

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

- Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
- Additional Channel Lining and/or Erosion Control Blanket.
- Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
- Special BMP's such as Karst Policy

➤ Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:

- Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
- Permanent Seeding and Protection
- Placing Sod
- Planting trees and/or shrubs where they are included in the project

➤ BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : No permanent BMPs are being proposed.

## 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

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

project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

### 4. Spill Prevention

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

#### ➤ **Good Housekeeping:**

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

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

#### ➤ **Hazardous Products:**

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

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

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

### **The following product-specific practices will be followed onsite:**

#### **➤ Petroleum Products:**

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

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

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

#### **➤ Fertilizers:**

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

#### **➤ Paints:**

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

#### **➤ Concrete Truck Washout:**

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

#### **➤ Spill Control Practices**

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

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from 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)

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

### E. Maintenance

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

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

- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## G. Non – Storm Water discharges

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

- Water from water line flushings.
- Water from cleaning concrete trucks and equipment.
- 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:

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

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

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

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

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

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

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

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

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

The contractor is responsible for the preparation of a plan that addresses the 401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job

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

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 provided to the resident engineer.

- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

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

### Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed \_\_\_\_\_ title \_\_\_\_\_,  
Typed or printed name<sup>2</sup> \_\_\_\_\_, \_\_\_\_\_ signature

(3) Signed \_\_\_\_\_ title \_\_\_\_\_,  
Typed or printed name<sup>1</sup> \_\_\_\_\_, \_\_\_\_\_ 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.

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

### Sub-Contractor Certification

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

Subcontractor

Name:

Address:

Address:

Phone:

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

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

Signed \_\_\_\_\_ title \_\_\_\_\_,  
Typed or printed name<sup>1</sup> \_\_\_\_\_ signature \_\_\_\_\_

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

## ***SPECIAL NOTE***

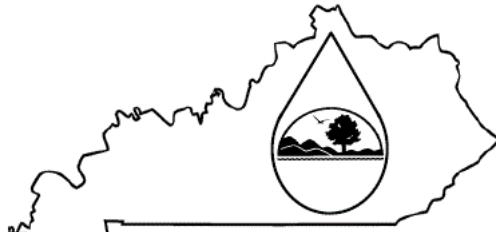
### **Filing of eNOI for KPDES Construction Stormwater Permit**

<b>County: Hardin</b>	<b>Route: New Route</b>	<b>KY 251</b>
<b>Item No.: 4-153.01 &amp; 4-153.06</b>	<b>KDOW Submittal ID: 536059</b>	
	<b>8d4ac053-009c-425b-</b>	
	<b>84ef-d31b9eb4e499</b>	

**Project Description: KY251 IMPROVEMENTS FROM KY-3005 TO 800'  
SOUTH OF KY-434 (MP 2.681 to 6.137) (2022CCR) (2024CCR)**

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

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



## 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 \(Controls/KYR10%20Instructions.pdf\)](#)

[Click here to obtain information and a copy of the KPDES General Permit.  
\(https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf\)](https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf)

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

Reason for Submittal:(*) <input type="text" value="Application for New Permit Coverage"/>	Agency Interest ID: <input type="text" value="Agency Interest ID"/>	Permit Number:(✓) <input type="text" value="KPDES Permit Number"/>
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓) <input type="text"/>		
<b>ELIGIBILITY:</b> 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.		
<b>COVERAGE:</b> Applicants shall complete and submit the eNOI-SWCA a minimum of seven (7) days before the proposed date for commencement of construction activities. Applicants shall receive written notification from the Division of Water before being authorized to discharge under the terms of the KYR10 General Permit.		
<b>EXCLUSIONS:</b> 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.		
<b>SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)</b>		
Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet District 4"/>	First Name:(✓) <input type="text" value="Bradley"/>	M.I.: <input type="text" value="MI"/> Last Name:(✓) <input type="text" value="Bottoms"/>
Mailing Address:(*) <input type="text" value="634 East Dixie Ave"/>	City:(*) <input type="text" value="Elizabethtown"/>	State:(*) <input type="text" value="Kentucky"/> Zip:(*) <input type="text" value="42701"/>
eMail Address:(*) <input type="text" value="bradley.bottoms@ky.gov"/>	Business Phone:(*) <input type="text" value="270-766-5066"/>	Alternate Phone: <input type="text" value="____-____-____"/>
Additional Facility Operator information(Co-Permittee) required ?(*) <input type="text" value="No"/>		
<b>SECTION II -- GENERAL SITE LOCATION INFORMATION</b>		
Project Name:(*) <input type="text" value="CID - 25-XXXX KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF K"/>	Status of Owner/Operator(*) <input type="text" value="State Government"/>	SIC Code(*) <input type="text" value="1611 Highway and Street Constr"/>
Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet District 4"/>	First Name:(✓) <input type="text" value="Bradley"/>	M.I.: <input type="text" value="MI"/> Last Name:(✓) <input type="text" value="Bottoms"/>
Site Physical Address:(*) <input type="text" value="5080 Shepherdsville Rd"/>		
City:(*) <input type="text" value="Elizabethtown"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="42701"/>
County:(*) <input type="text" value="Hardin"/>	Latitude(decimal degrees)(*) DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) <input type="text" value="37.764534"/>	Longitude(decimal degrees)(*) <input type="text" value="-85.850159"/>



## SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION

Project Description:(\*)

KY251 IMPROVEMENTS FROM KY-3005 TO 800' SOUTH OF KY-434

Was the pre-development land used for agriculture ?(\*)

No

Will there be demolition of any structure built or renovated before January 1, 1980 ?(\*)

No

Select the type of construction site (check all that apply)(\*)

 Single-Family Residential Multi-Family Residential Commercial Industrial Institutional Highway or Road Utility Other

a. For single projects provide the following information

Total Number of Acres in Project:(√)

45.4

Total Number of Acres Disturbed:(√)

45.4

Anticipated Start Date:(√)

Anticipated Completion Date:(√)

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

Discharge Point(s):(\*)

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name		
1	Yes	37.73219977	-85.84315353	Buffalo Creek	Delete	
2	Yes	37.74080252	-85.84199413	Buffalo Creek	Delete	
3	Yes	37.74286978	-85.8431562	Freeman Creek	Delete	
4	Yes	37.74415429	-85.84291137	Freeman Creek	Delete	
5	Yes	37.74461959	-85.84304059	Freeman Creek	Delete	
6	Yes	37.74607795	-85.84326358	Freeman Creek	Delete	
7	Yes	37.74746624	-85.84344718	Freeman Creek	Delete	
8	Yes	37.74930984	-85.84306992	Sulphur Branch	Delete	
9	Yes	37.75053075	-85.84430611	Freeman Creek	Delete	
10	Yes	37.75219466	-85.844377	Sulphur Branch	Delete	



This grid can be edited either directly on this page or by editing the information in an excel sheet.

If you would like to edit this information in an excel sheet, first use the right button (export) to download the sheet.

After adding your data, save the sheet, and use the left button (import) to import the same file to this grid.

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

Name of MS4:

Hardin Co. MS4

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

Will the project require construction activities in a water body or the riparian zone?:	Yes
If Yes, describe scope of activity:(√)	Culvert Extensions
Is a Clean Water Act 404 permit required?:(*)	Yes
Is a Clean Water Act 401 Water Quality Certification required?:(*)	Yes

#### SECTION VII -- NOI PREPARER INFORMATION

First Name:(*) Joseph	M.I.: MI	Last Name:(*) Ferguson	Company Name:(*) KYTC District 4
Mailing Address:(*) 634 East Dixie Ave	City:(*) Elizabethtown	State:(*) Kentucky	Zip:(*) 42701
eMail Address:(*) joseph.ferguson@ky.gov	Business Phone:(*) 270-766-5066	Alternate Phone: ____-____-____	

#### SECTION VIII -- ATTACHMENTS

Facility Location Map:(*)	<input type="button" value="Upload file"/>
Supplemental Information:	<input type="button" value="Upload file"/>

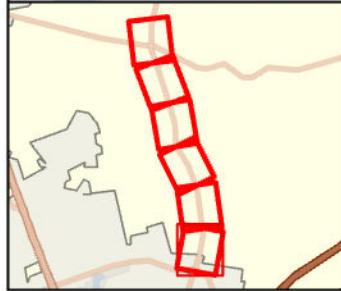
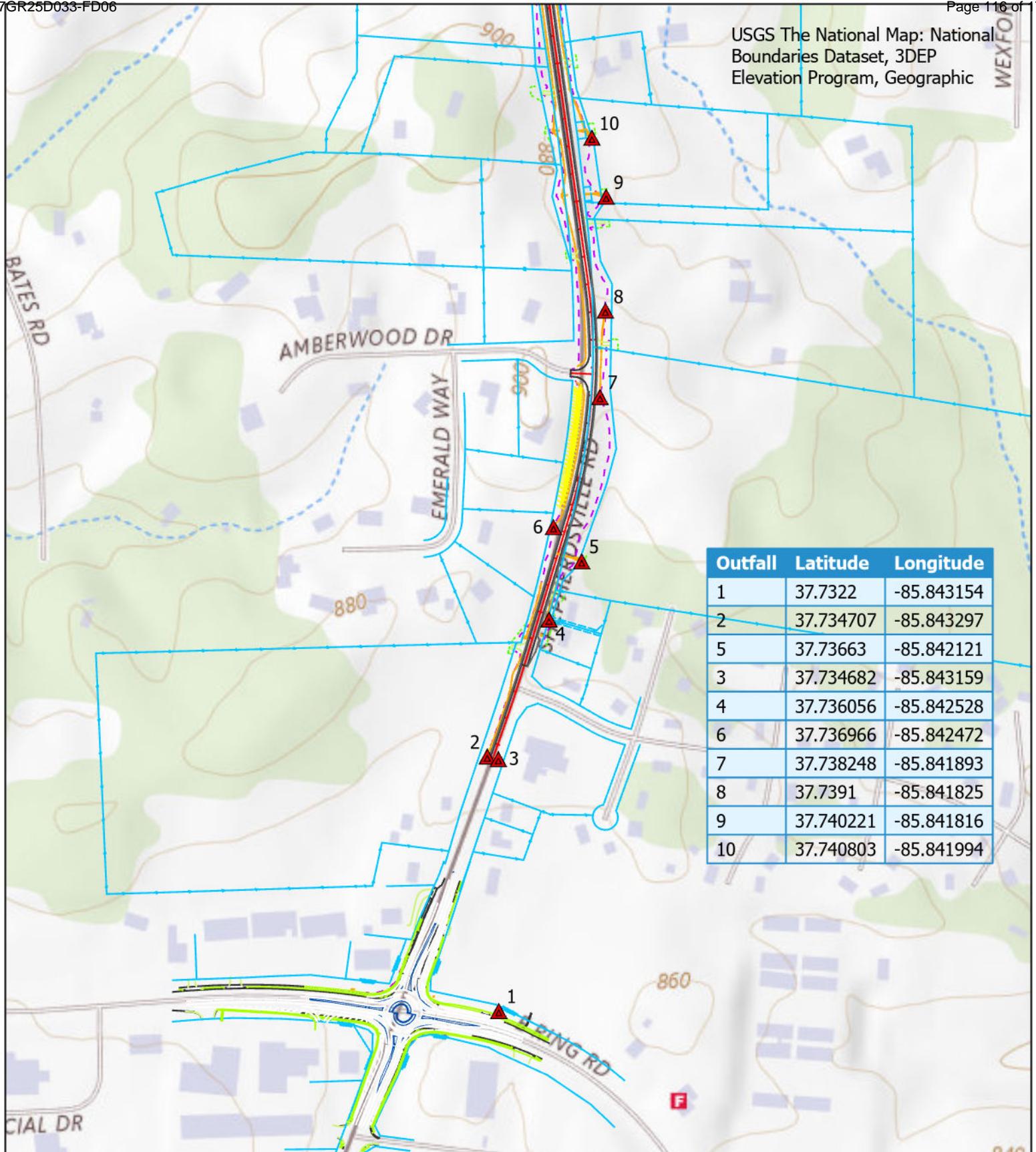
#### SECTION IX -- CERTIFICATION

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:(*) Signature	<input type="button" value="Upload file"/>	Title:(*) Title	
First Name:(*) First Name	M.I.: MI	Last Name:(*) Last Name	
eMail Address:(*) eMail Address	Business Phone:(*) ____-____-____	Alternate Phone: ____-____-____	Signature Date:(*) Date

[Click to Save Values for Future Retrieval](#)

[Click to Submit to EEC](#)



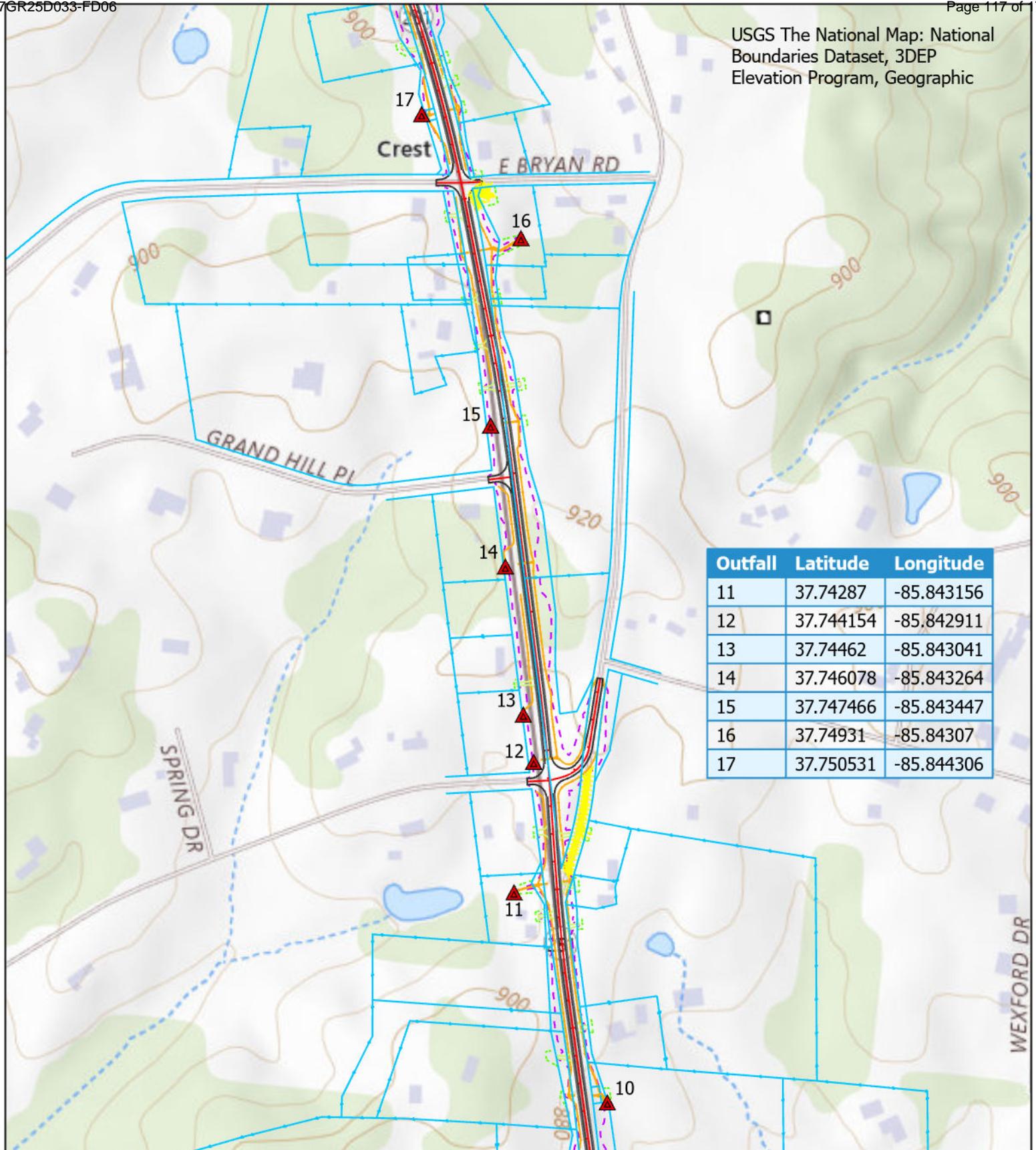
- Outfalls
- Centerline
- Curb and Gutter
- Disturb Limit
- Drainage Feature

- Easement
- Edge of Road
- Entrance
- Remove Pavement
- Right of Way

- Sidewalk
- Striping
- Shoulder

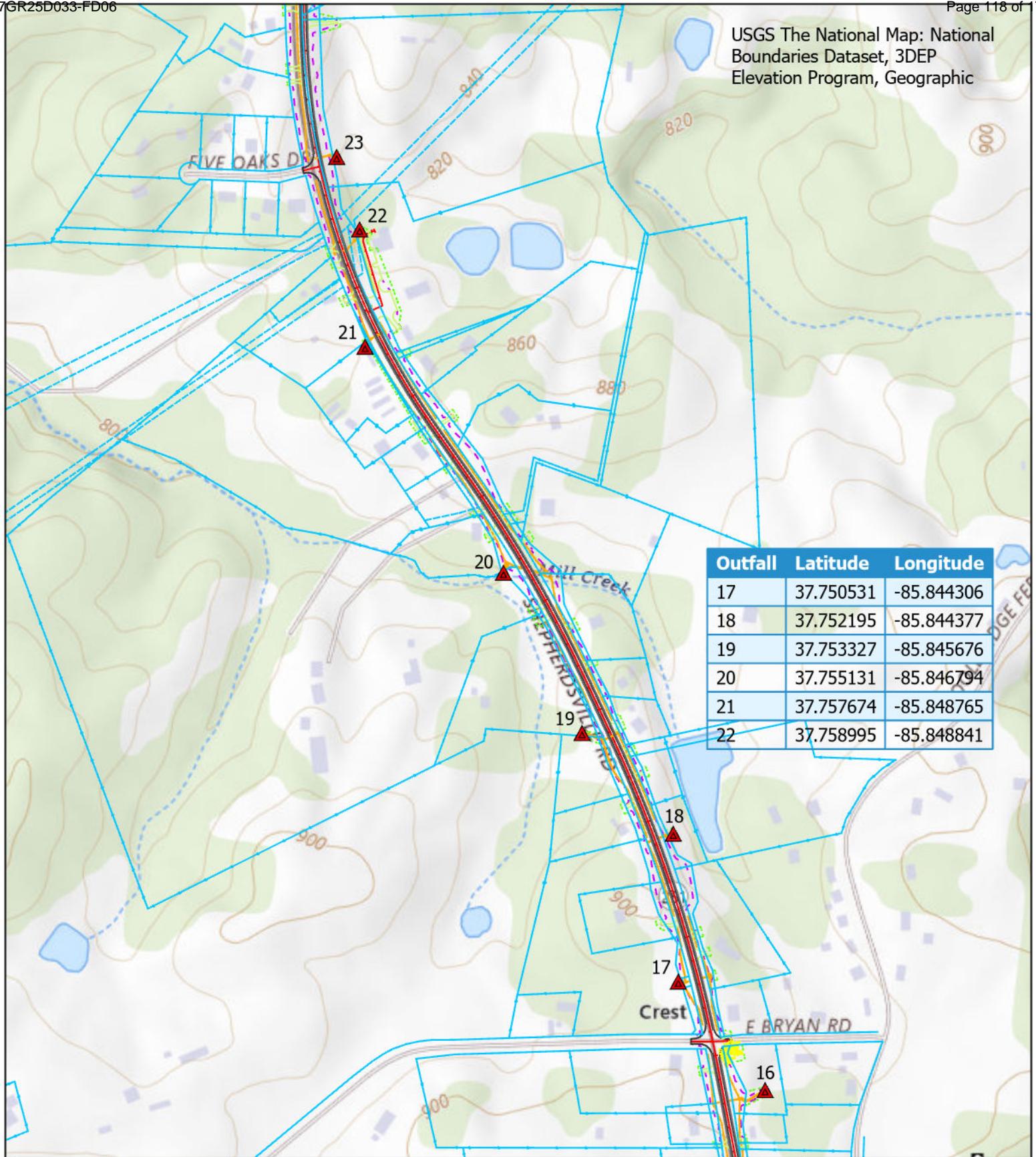


0 0.05 0.1 Mi



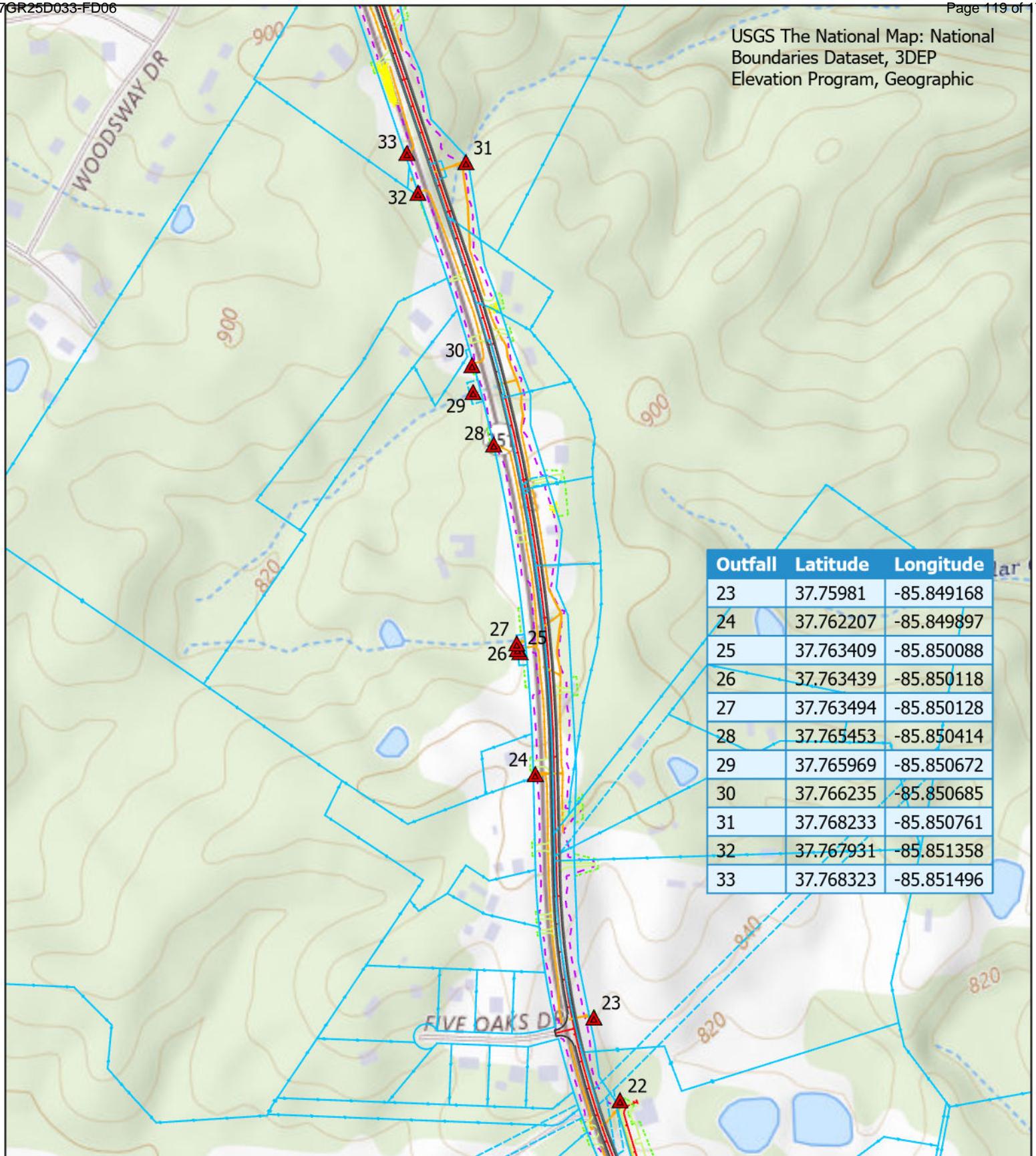
Outfall	Latitude	Longitude
11	37.74287	-85.843156
12	37.744154	-85.842911
13	37.74462	-85.843041
14	37.746078	-85.843264
15	37.747466	-85.843447
16	37.74931	-85.84307
17	37.750531	-85.844306





Outfall	Latitude	Longitude
17	37.750531	-85.844306
18	37.752195	-85.844377
19	37.753327	-85.845676
20	37.755131	-85.846794
21	37.757674	-85.848765
22	37.758995	-85.848841



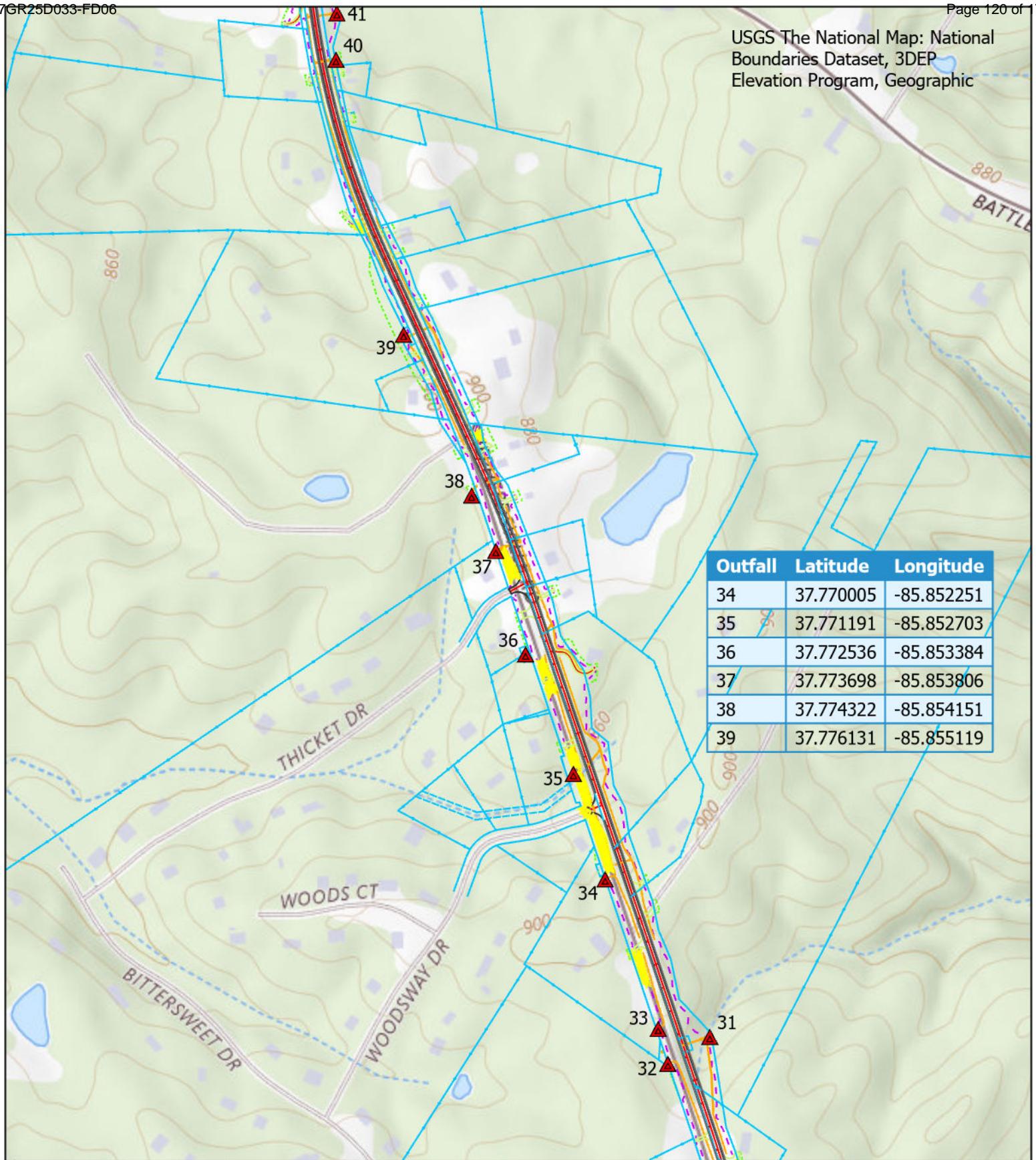
USGS The National Map: National  
Boundaries Dataset, 3DEP  
Elevation Program, Geographic

- ▲ Outfalls
- Centerline
- Curb and Gutter
- - - Disturb Limit
- Drainage Feature
- Easement
- Edge of Road
- Entrance
- Remove Pavement
- Right of Way
- Sidewalk
- Striping
- Shoulder

- Sidewalk
- Striping
- Shoulder



0 0.05 0.1 Mi

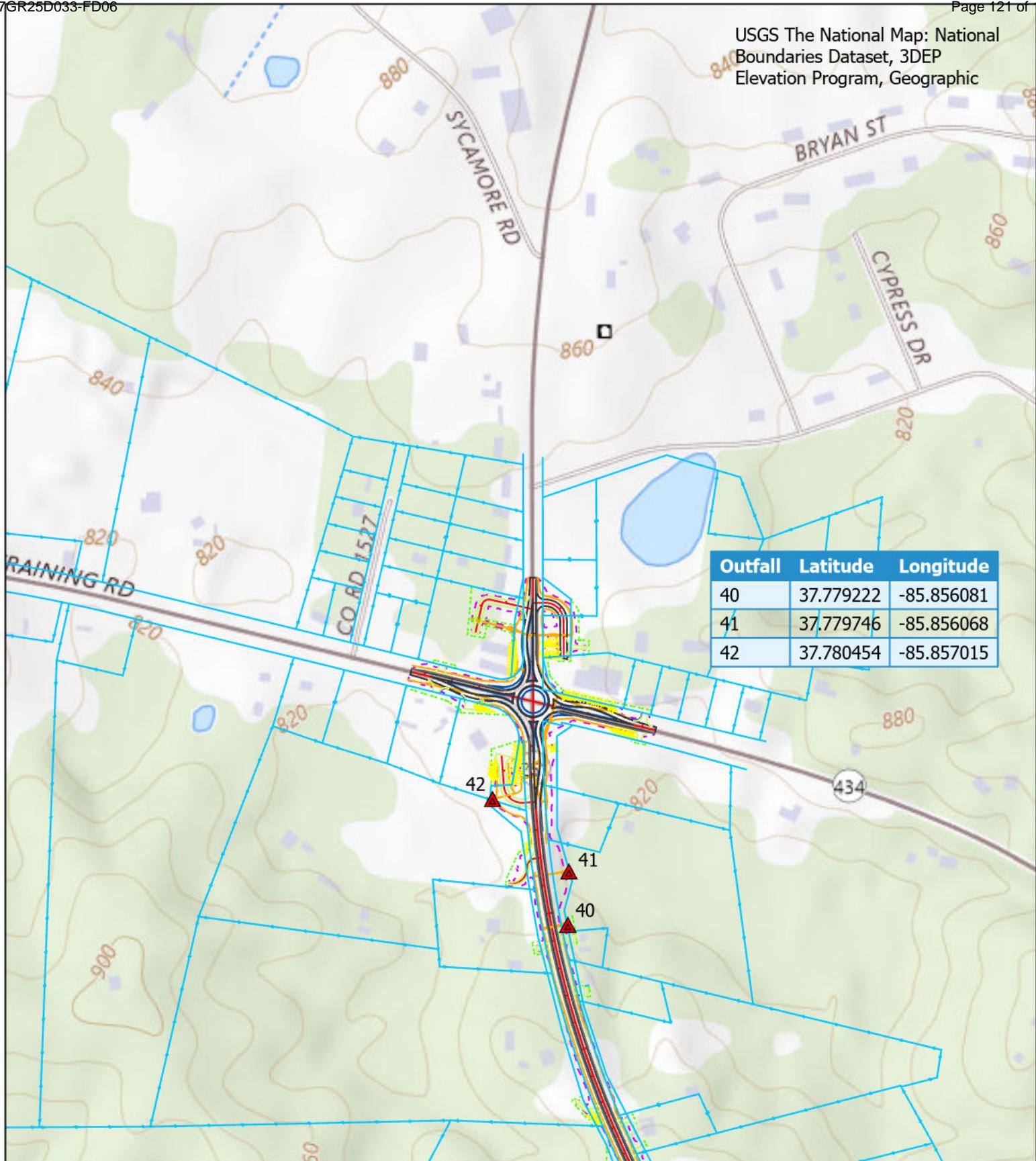


- ▲ Outfalls
- Centerline
- Curb and Gutter
- - - Disturb Limit
- Drainage Feature

- Easement
- Edge of Road
- Entrance
- |||| Remove Pavement
- Right of Way

- Sidewalk
- Striping
- Shoulder



USGS The National Map: National  
Boundaries Dataset, 3DEP  
Elevation Program, Geographic

- Outfalls
- Centerline
- Curb and Gutter
- Disturb Limit
- Remove Pavement
- Drainage Feature

- Easement
- Edge of Road
- Entrance
- Striping
- Right of Way

- Sidewalk
- Shoulder

N

0 0.05 0.1 Mi

# MATERIAL SUMMARY

CONTRACT ID: 251033047GR25D033-FD06DE04702512533

KY-251 KY-251 IMPROVEMENTS FROM KY-3005 TO 800 FT. SOUTH OF KY-434 (MP 2.681 TO 6.137) ASPHALT SURFACE WITH GRADE & DRAIN, A DISTANCE OF 3.46 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00003	CRUSHED STONE BASE	37,708.00	TON
0010	00020	TRAFFIC BOUND BASE	490.00	TON
0015	00100	ASPHALT SEAL AGGREGATE	325.00	TON
0020	00103	ASPHALT SEAL COAT	39.00	TON
0025	00190	LEVELING & WEDGING PG64-22	4,000.00	TON
0030	00212	CL2 ASPH BASE 1.00D PG64-22	21,547.00	TON
0035	00301	CL2 ASPH SURF 0.38D PG64-22	2,168.00	TON
0040	00307	CL2 ASPH SURF 0.38B PG64-22	3,970.00	TON
0045	08100	CONCRETE-CLASS A	498.44	CUYD
0050	20071EC	JOINT ADHESIVE	50,400.00	LF
0055	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	39.00	TON
0060	00078	CRUSHED AGGREGATE SIZE NO 2	32,385.00	TON
0065	01000	PERFORATED PIPE-4 IN	8,280.00	LF
0070	01010	NON-PERFORATED PIPE-4 IN	902.00	LF
0075	01020	PERF PIPE HEADWALL TY 1-4 IN	11.00	EACH
0080	01028	PERF PIPE HEADWALL TY 3-4 IN	36.00	EACH
0085	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	31.00	EACH
0090	02014	BARRICADE-TYPE III	17.00	EACH
0095	02091	REMOVE PAVEMENT	4,301.00	SQYD
0100	02159	TEMP DITCH	8,575.00	LF
0105	02160	CLEAN TEMP DITCH	4,288.00	LF
0110	02200	ROADWAY EXCAVATION	131,420.00	CUYD
0115	02242	WATER	650.00	MGAL
0120	02360	GUARDRAIL TERMINAL SECTION NO 1	5.00	EACH
0125	02381	REMOVE GUARDRAIL	4,272.00	LF
0130	02391	GUARDRAIL END TREATMENT TYPE 4A	6.00	EACH
0135	02397	TEMP GUARDRAIL	462.50	LF
0140	02429	RIGHT-OF-WAY MONUMENT TYPE 1	129.00	EACH
0145	02432	WITNESS POST	3.00	EACH
0150	02483	CHANNEL LINING CLASS II	217.00	TON
0155	02484	CHANNEL LINING CLASS III	351.00	TON
0160	02545	CLEARING AND GRUBBING - 45.4 ACRES	1.00	LS
0165	02562	TEMPORARY SIGNS	665.50	SQFT
0170	02585	EDGE KEY	245.00	LF
0175	02602	FABRIC-GEOTEXTILE CLASS 1	39,352.00	SQYD
0180	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	8,239.00	SQYD
0185	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0190	02651	DIVERSIONS (BY-PASS DETOURS)	1.00	LS
0195	02671	PORTABLE CHANGEABLE MESSAGE SIGN	6.00	EACH
0200	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
0205	02677	ASPHALT PAVE MILLING & TEXTURING	322.00	TON
0210	02690	SAFELOADING	90.10	CUYD
0215	02697	EDGELINE RUMBLE STRIPS	32,481.00	LF

## MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0220	02701	TEMP SILT FENCE	8,575.00	LF
0225	02703	SILT TRAP TYPE A	46.00	EACH
0230	02704	SILT TRAP TYPE B	46.00	EACH
0235	02705	SILT TRAP TYPE C	46.00	EACH
0240	02706	CLEAN SILT TRAP TYPE A	46.00	EACH
0245	02707	CLEAN SILT TRAP TYPE B	46.00	EACH
0250	02708	CLEAN SILT TRAP TYPE C	46.00	EACH
0255	02726	STAKING	1.00	LS
0260	05950	EROSION CONTROL BLANKET	9,897.00	SQYD
0265	05952	TEMP MULCH	146,497.00	SQYD
0270	05953	TEMP SEEDING AND PROTECTION	109,873.00	SQYD
0275	05963	INITIAL FERTILIZER	1.40	TON
0280	05964	MAINTENANCE FERTILIZER	7.20	TON
0285	05985	SEEDING AND PROTECTION	50,975.00	SQYD
0290	05990	SODDING	78,064.00	SQYD
0295	05992	AGRICULTURAL LIMESTONE	32.00	TON
0300	06510	PAVE STRIPING-TEMP PAINT-4 IN	73,100.00	LF
0305	06515	PAVE STRIPING-PERM PAINT-6 IN	60,323.00	LF
0310	06568	PAVE MARKING-THERMO STOP BAR-24IN	26.00	LF
0315	06574	PAVE MARKING-THERMO CURV ARROW	3.00	EACH
0320	06576	PAVE MARKING-THERMO ONLY	2.00	EACH
0325	10020NS	FUEL ADJUSTMENT	101,350.00	DOLL
0330	10030NS	ASPHALT ADJUSTMENT	125,545.00	DOLL
0335	20191ED	OBJECT MARKER TY 3	6.00	EACH
0340	20458ES403	CENTERLINE RUMBLE STRIPS	16,850.00	LF
0345	21289ED	LONGITUDINAL EDGE KEY	15,087.00	LF
0350	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	3,112.50	LF
0355	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	12.00	LF
0360	23274EN11F	TURF REINFORCEMENT MAT 1	11,711.00	SQYD
0365	24466EN	FENCE-SPECIAL	50.00	LF
0370	24540	R/W MONUMENT TYPE 3	5.00	EACH
0375	26248EC	ELECTRONIC DELIVERY MGMT SYSTEM - AGG	1.00	LS
0380	00440	ENTRANCE PIPE-15 IN	3,038.00	LF
0385	00441	ENTRANCE PIPE-18 IN	424.00	LF
0390	00462	CULVERT PIPE-18 IN	1,983.00	LF
0395	00464	CULVERT PIPE-24 IN	325.00	LF
0400	00522	STORM SEWER PIPE-18 IN	4.00	LF
0405	01204	PIPE CULVERT HEADWALL-18 IN	20.00	EACH
0410	01208	PIPE CULVERT HEADWALL-24 IN	1.00	EACH
0415	01433	SLOPED BOX OUTLET TYPE 1-18 IN	2.00	EACH
0420	01450	S & F BOX INLET-OUTLET-18 IN	15.00	EACH
0425	01451	S & F BOX INLET-OUTLET-24 IN	9.00	EACH
0430	01496	DROP BOX INLET TYPE 3	4.00	EACH
0435	01497	DROP BOX INLET TYPE 3 MOD	2.00	EACH
0440	01650	JUNCTION BOX	1.00	EACH
0445	03262	CLEAN PIPE STRUCTURE	23.00	EACH
0450	24814EC	PIPELINE INSPECTION	2,312.00	LF
0455	08002	STRUCTURE EXCAV-SOLID ROCK	33.20	CUYD
0460	08003	FOUNDATION PREPARATION	1.00	LS
0465	08100	CONCRETE-CLASS A	84.60	CUYD

**MATERIAL SUMMARY**

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0470	08150	STEEL REINFORCEMENT	9,503.00	LB
0475	21173EC	SAW-CLEAN-RESEAL RANDOM CRACKS	30.00	LF
0480	23930EC	LIGHTWEIGHT CELLULAR CONCRETE FILL	360.00	CUYD
0485	40101	CONCRETE PATCHING	2.50	SQFT
0490	02568	MOBILIZATION	1.00	LS
0495	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 251033047GR25D033-FD06DE04702512534

KY 3005/ KY 251 ROUNDABOUT CONVERT INTERSECTION TO 2-LANE ROUNDABOUT AT KY-3005 AND KY-251 GRADE & DRAIN WITH ASPHALT SURFACE, A DISTANCE OF .4 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0500	00003	CRUSHED STONE BASE	153.00	TON
0505	00100	ASPHALT SEAL AGGREGATE	338.00	TON
0510	00103	ASPHALT SEAL COAT	41.00	TON
0515	00194	LEVELING & WEDGING PG76-22	28.00	TON
0520	00214	CL3 ASPH BASE 1.00D PG64-22	159.00	TON
0525	00356	ASPHALT MATERIAL FOR TACK	7.00	TON
0530	00387	CL3 ASPH SURF 0.38B PG76-22	1,393.00	TON
0535	02677	ASPHALT PAVE MILLING & TEXTURING	1,655.00	TON
0540	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	7.00	TON
0545	01810	STANDARD CURB AND GUTTER	561.00	LF
0550	01825	ISLAND CURB AND GUTTER - MODIFIED	395.00	LF
0555	01875	STANDARD HEADER CURB	1,206.00	LF
0560	01890	ISLAND HEADER CURB TYPE 1	986.00	LF
0565	01947	MOUNTABLE MEDIAN TYPE 3A	143.00	SQYD
0570	02014	BARRICADE-TYPE III	8.00	EACH
0575	02016	REMOVE CONCRETE ISLAND	57.00	SQYD
0580	02069	JPC PAVEMENT-10 IN	320.00	SQYD
0585	02101	CEM CONC ENT PAVEMENT-8 IN	978.00	SQYD
0590	02159	TEMP DITCH	1,033.00	LF
0595	02160	CLEAN TEMP DITCH	516.00	LF
0600	02200	ROADWAY EXCAVATION	367.00	CUYD
0605	02545	CLEARING AND GRUBBING - 0.14 AC	1.00	LS
0610	02562	TEMPORARY SIGNS	800.00	SQFT
0615	02585	EDGE KEY	250.00	LF
0620	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS
0625	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH
0630	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS
0635	02701	TEMP SILT FENCE	3,791.00	LF
0640	02703	SILT TRAP TYPE A	1.00	EACH
0645	02704	SILT TRAP TYPE B	1.00	EACH
0650	02705	SILT TRAP TYPE C	8.00	EACH
0655	02706	CLEAN SILT TRAP TYPE A	1.00	EACH
0660	02707	CLEAN SILT TRAP TYPE B	1.00	EACH
0665	02708	CLEAN SILT TRAP TYPE C	16.00	EACH

## MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0670	02720	SIDEWALK-4 IN CONCRETE	498.00	SQYD
0675	02726	STAKING	1.00	LS
0680	02775	ARROW PANEL	3.00	EACH
0685	05950	EROSION CONTROL BLANKET	471.00	SQYD
0690	05952	TEMP MULCH	452.00	SQYD
0695	05953	TEMP SEEDING AND PROTECTION	339.00	SQYD
0700	05963	INITIAL FERTILIZER	1.00	TON
0705	05964	MAINTENANCE FERTILIZER	1.00	TON
0710	05985	SEEDING AND PROTECTION	581.00	SQYD
0715	05990	SODDING	76.00	SQYD
0720	05992	AGRICULTURAL LIMESTONE	0.50	TON
0725	05997	TOPSOIL FURNISHED AND PLACED	163.00	CUYD
0730	06511	PAVE STRIPING-TEMP PAINT-6 IN	8,300.00	LF
0735	06542	PAVE STRIPING-THERMO-6 IN W	8,766.00	LF
0740	06543	PAVE STRIPING-THERMO-6 IN Y	4,593.00	LF
0745	06544	PAVE STRIPING-THERMO-8 IN W	211.00	LF
0750	06546	PAVE STRIPING-THERMO-12 IN W	132.00	LF
0755	06569	PAVE MARKING-THERMO CROSS-HATCH	9,959.00	SQFT
0760	06573	PAVE MARKING-THERMO STR ARROW	4.00	EACH
0765	06574	PAVE MARKING-THERMO CURV ARROW	22.00	EACH
0770	06575	PAVE MARKING-THERMO COMB ARROW	2.00	EACH
0775	06610	INLAID PAVEMENT MARKER-MW	115.00	EACH
0780	06612	INLAID PAVEMENT MARKER-BY	78.00	EACH
0785	21289ED	LONGITUDINAL EDGE KEY	349.00	LF
0790	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	86.00	LF
0795	22664EN	WATER BLASTING EXISTING STRIPE	2,293.00	LF
0800	23158ES505	DETECTABLE WARNINGS	160.00	SQFT
0805	23261EC	PAVE MARK-THERMO-X-WALK-24 IN	450.00	LF
0810	23721NN	LANDSCAPING	1.00	LS
0815	24114EC	PAVE MARK-THERMO-YIELD	8.00	EACH
0820	24115EC	ROUNDABOUT ARROW	28.00	EACH
0825	24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN	62.00	LF
0830	24955ED	REMOVE SIGNAL EQUIPMENT	1.00	EACH
0840	00521	STORM SEWER PIPE-15 IN	242.00	LF
0845	00522	STORM SEWER PIPE-18 IN	49.00	LF
0850	01310	REMOVE PIPE	16.00	LF
0855	01456	CURB BOX INLET TYPE A	8.00	EACH
0860	01550	DROP BOX INLET TYPE 12A	2.00	LF
0865	01584	CAP DROP BOX INLET	2.00	EACH
0870	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	408.00	SQYD
0875	06406	SBM ALUM SHEET SIGNS .080 IN	591.00	SQFT
0880	06407	SBM ALUM SHEET SIGNS .125 IN	42.00	SQFT
0885	06410	STEEL POST TYPE 1	733.00	LF
0890	21596ND	GMSS TYPE D	18.00	EACH
0895	24631EC	BARCODE SIGN INVENTORY	122.00	EACH
0900	04820	TRENCHING AND BACKFILLING	2,550.00	LF
0905	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	8.00	EACH
0910	21543EN	BORE AND JACK CONDUIT	750.00	LF
0915	24901EC	PVC CONDUIT-2 IN-SCHEDULE 80	2,800.00	LF
0920	02569	DEMOBILIZATION	1.00	LS

## **MATERIAL SUMMARY**

**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/**0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

### **2.3 Power.**

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

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

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

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

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

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

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

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

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

Effective June 15, 2012

## **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).

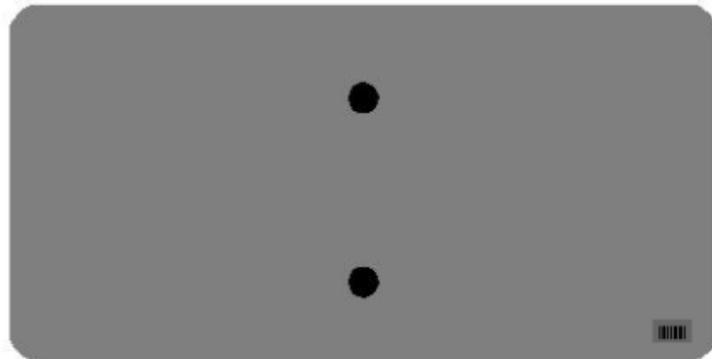
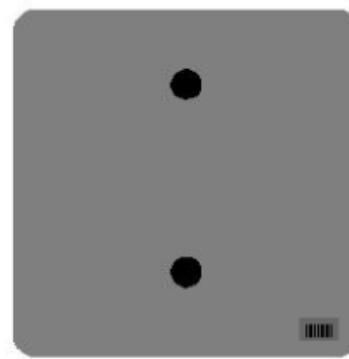
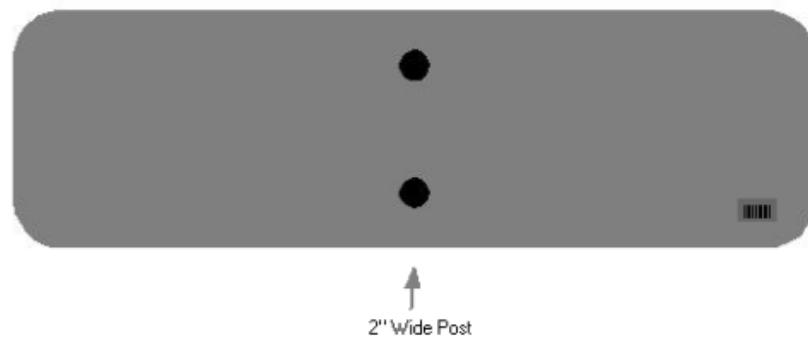
The installation of the permanent sign will be measured in accordance to Section 715.

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

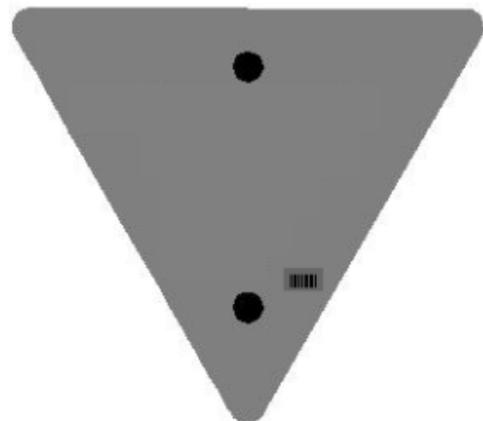
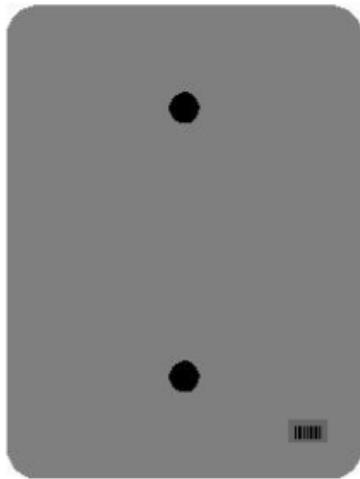
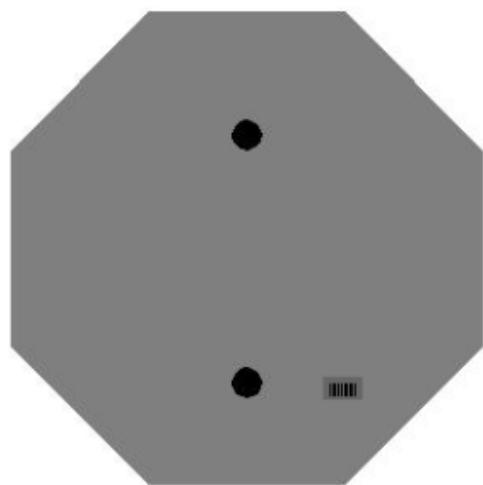
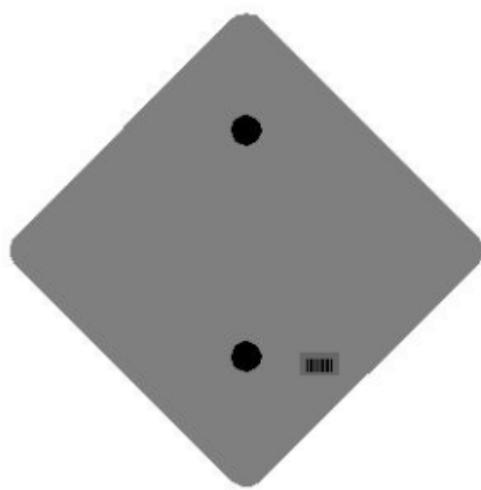
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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.

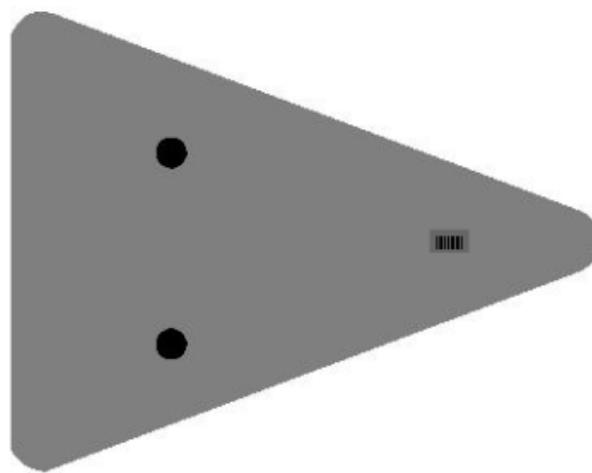
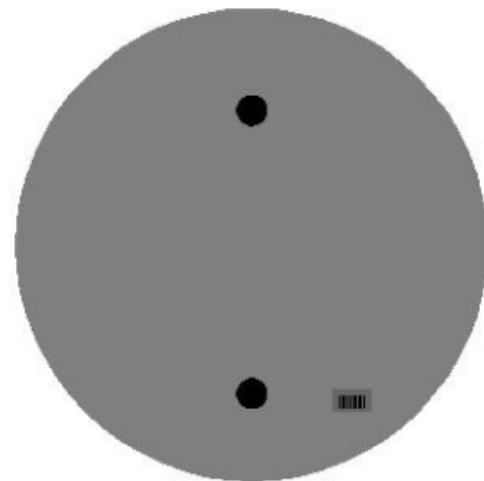
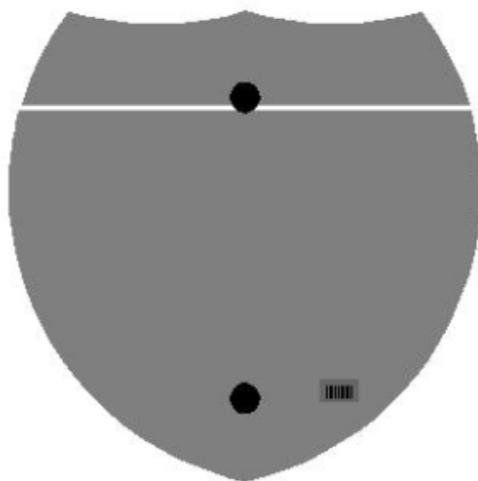
One Sign Post



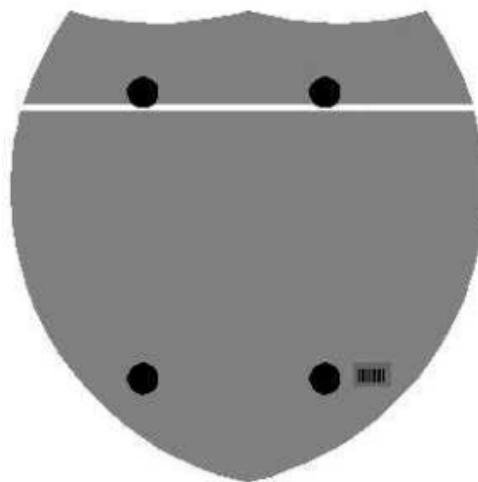
One Sign Post



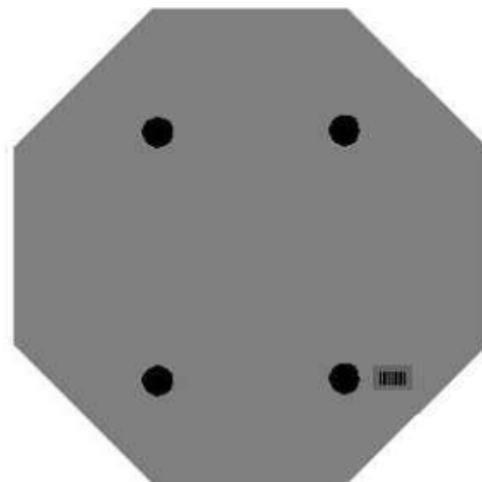
One Sign Post



**Double Sign Post**



**Interstate  
Shield**

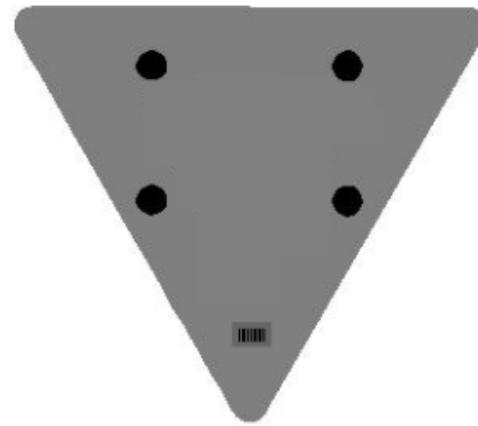


**48" Stop**

2 Post Signs



2" Wide Post



**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.

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) ASTM D 3236	4.0-10.0	3.5-10.5	3.0-3.4 10.6-11.0	2.5-2.9 11.1-11.5	2.0-2.4 11.6-12.0	≤1.9 ≥ 12.1
Cone Penetration, 77 ° F ASTM D 5329	60-100	57-103	54-56 104-106	51-53 107-109	48-50 110-112	≤ 47 ≥ 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**

FHWA-1273 – Revised October 23, 2023

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Assurances Required:**

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

d. *Fringe benefits not expressed as an hourly rate.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeymen 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 journeymen 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 journeymen 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 reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

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

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

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

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

### **VI. SUBLetting OR ASSIGNING THE CONTRACT**

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

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

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

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

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

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

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

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

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

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

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

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**3. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

**XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)  
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## **EXECUTIVE BRANCH CODE OF ETHICS**

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

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

"General Decision Number: KY20250038 08/15/2025

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:	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$17.75 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.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</li></ul>

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

conformance request.

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

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	04/04/2025
3	05/16/2025
4	07/11/2025
5	07/18/2025
6	08/01/2025
7	08/08/2025
8	08/15/2025

BRIN0004-003 06/01/2024

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 33.70	16.57

BRKY0001-005 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0002-006 06/01/2024

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BRKY0007-004 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 41.05	21.79

BRKY0017-004 06/01/2024

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

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

CARP0064-001 04/01/2025

	Rates	Fringes
CARPENTER.....	\$ 33.89	24.06
Diver.....	\$ 51.21	24.06
PILEDRIVERMAN.....	\$ 34.39	24.06

ELEC0212-008 06/02/2025

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

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

\* ELEC0317-012 06/02/2025

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 41.15	29.35

ELEC0369-007 05/27/2025

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.....	\$ 40.96	22.44

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

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

ENGI0181-018 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 41.55	19.60
GROUP 2.....	\$ 38.69	19.60
GROUP 3.....	\$ 39.14	19.60
GROUP 4.....	\$ 38.37	19.60

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

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IRON0044-009 06/01/2025

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
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IRONWORKER

Fence Erector.....	\$ 35.88	23.90
Structural.....	\$ 37.77	23.90

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IRON0070-006 06/01/2025

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
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IRONWORKER.....\$ 36.17 25.80

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IRON0769-007 06/01/2025

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN  
CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangle & 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.....	\$ 39.70	29.59
ZONE 2.....	\$ 40.10	29.59
ZONE 3.....	\$ 41.70	29.59

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 miles 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.

LAB00189-003 07/01/2025

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.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

## 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; Bushammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonry; 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

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LAB00189-008 07/01/2025

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

Rates	Fringes
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Laborers:

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

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; Bushammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonry; 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

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LAB00189-009 07/01/2025

BRECKINRIDGE & GRAYSON COUNTIES

Rates	Fringes
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**Laborers:**

GROUP 1.....	\$ 26.87	19.66
GROUP 2.....	\$ 27.12	19.66
GROUP 3.....	\$ 27.17	19.66
GROUP 4.....	\$ 27.77	19.66

**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; Bushammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

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

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PAIN0012-005 06/11/2005

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

Rates	Fringes
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PARTNER

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

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

Rates	Fringes
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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

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

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PAIN1072-003 12/01/2024

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

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

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PLUM0248-003 06/01/2025

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

Rates	Fringes
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Plumber and Steamfitter.....	\$ 42.75	25.76
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PLUM0392-007 06/01/2025

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.30	27.40

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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

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\* SUKY2010-160 10/08/2001

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

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole  
Trailer when used to pull building materials and equipment;  
Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &  
Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame  
when used in transporting materials; Ross Carrier; Forklift  
when used to transport building materials; & Pavement  
Breaker

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

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\*\* Workers in this classification may be entitled to a higher  
minimum wage under Executive Order 14026 (\$17.75) 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)).

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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.

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#### 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-j journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

## **PART IV**

### **BID ITEMS**

251033

## PROPOSAL BID ITEMS

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## Section: 0001 - PAVING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003	CRUSHED STONE BASE	37,861.00	TON	\$		
0020	00020	TRAFFIC BOUND BASE	490.00	TON	\$		
0030	00100	ASPHALT SEAL AGGREGATE	663.00	TON	\$		
0040	00103	ASPHALT SEAL COAT	80.00	TON	\$		
0050	00190	LEVELING & WEDGING PG64-22	4,000.00	TON	\$		
0060	00194	LEVELING & WEDGING PG76-22	28.00	TON	\$		
0070	00212	CL2 ASPH BASE 1.00D PG64-22	21,547.00	TON	\$		
0080	00214	CL3 ASPH BASE 1.00D PG64-22	159.00	TON	\$		
0090	00301	CL2 ASPH SURF 0.38D PG64-22	2,168.00	TON	\$		
0100	00307	CL2 ASPH SURF 0.38B PG64-22	3,970.00	TON	\$		
0110	00356	ASPHALT MATERIAL FOR TACK	7.00	TON	\$		
0120	00387	CL3 ASPH SURF 0.38B PG76-22	1,393.00	TON	\$		
0130	02677	ASPHALT PAVE MILLING & TEXTURING	1,655.00	TON	\$		
0140	08100	CONCRETE-CLASS A	498.44	CUYD	\$		
0150	20071EC	JOINT ADHESIVE	50,400.00	LF	\$		
0160	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	46.00	TON	\$		

## Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0170	00078	CRUSHED AGGREGATE SIZE NO 2	32,385.00	TON	\$		
0180	01000	PERFORATED PIPE-4 IN	8,280.00	LF	\$		
0190	01010	NON-PERFORATED PIPE-4 IN	902.00	LF	\$		
0200	01020	PERF PIPE HEADWALL TY 1-4 IN	11.00	EACH	\$		
0210	01028	PERF PIPE HEADWALL TY 3-4 IN	36.00	EACH	\$		
0220	01810	STANDARD CURB AND GUTTER	561.00	LF	\$		
		ISLAND CURB AND GUTTER					
0230	01825	MODIFIED	395.00	LF	\$		
0240	01875	STANDARD HEADER CURB	1,206.00	LF	\$		
0250	01890	ISLAND HEADER CURB TYPE 1	986.00	LF	\$		
0260	01947	MOUNTABLE MEDIAN TYPE 3A	143.00	SQYD	\$		
		DELINEATOR FOR GUARDRAIL BI					
0270	01987	DIRECTIONAL WHITE	31.00	EACH	\$		
0280	02014	BARRICADE-TYPE III	25.00	EACH	\$		
0290	02016	REMOVE CONCRETE ISLAND	57.00	SQYD	\$		
0300	02069	JPC PAVEMENT-10 IN	320.00	SQYD	\$		
0310	02091	REMOVE PAVEMENT	4,301.00	SQYD	\$		
0320	02101	CEM CONC ENT PAVEMENT-8 IN	978.00	SQYD	\$		
0330	02159	TEMP DITCH	9,608.00	LF	\$		
0340	02160	CLEAN TEMP DITCH	4,804.00	LF	\$		
0350	02200	ROADWAY EXCAVATION	131,787.00	CUYD	\$		
0360	02242	WATER	650.00	MGAL	\$		
0370	02360	GUARDRAIL TERMINAL SECTION NO 1	5.00	EACH	\$		

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## PROPOSAL BID ITEMS

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	02381	REMOVE GUARDRAIL	4,272.00	LF	\$		
0390	02391	GUARDRAIL END TREATMENT TYPE 4A	6.00	EACH	\$		
0400	02397	TEMP GUARDRAIL	462.50	LF	\$		
0410	02429	RIGHT-OF-WAY MONUMENT TYPE 1	129.00	EACH	\$		
0420	02432	WITNESS POST	3.00	EACH	\$		
0430	02483	CHANNEL LINING CLASS II	217.00	TON	\$		
0440	02484	CHANNEL LINING CLASS III	351.00	TON	\$		
		CLEARING AND GRUBBING					
0450	02545	0.14 AC	1.00	LS	\$		
		CLEARING AND GRUBBING					
0460	02545	45.4 ACRES	1.00	LS	\$		
0470	02562	TEMPORARY SIGNS	1,465.50	SQFT	\$		
0480	02585	EDGE KEY	495.00	LF	\$		
0490	02602	FABRIC-GEOTEXTILE CLASS 1	39,352.00	SQYD	\$		
0500	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	8,239.00	SQYD	\$2.00	\$	\$16,478.00
0510	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0520	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS	\$		
0530	02651	DIVERSIONS (BY-PASS DETOURS)	1.00	LS	\$		
0540	02671	PORTABLE CHANGEABLE MESSAGE SIGN	10.00	EACH	\$		
0550	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS	\$		
0560	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS	\$		
0570	02677	ASPHALT PAVE MILLING & TEXTURING	322.00	TON	\$		
0580	02690	SAFELOADING	90.10	CUYD	\$		
0590	02697	EDGELINE RUMBLE STRIPS	32,481.00	LF	\$		
0600	02701	TEMP SILT FENCE	12,366.00	LF	\$		
0610	02703	SILT TRAP TYPE A	47.00	EACH	\$		
0620	02704	SILT TRAP TYPE B	47.00	EACH	\$		
0630	02705	SILT TRAP TYPE C	54.00	EACH	\$		
0640	02706	CLEAN SILT TRAP TYPE A	47.00	EACH	\$		
0650	02707	CLEAN SILT TRAP TYPE B	47.00	EACH	\$		
0660	02708	CLEAN SILT TRAP TYPE C	62.00	EACH	\$		
0670	02720	SIDEWALK-4 IN CONCRETE	498.00	SQYD	\$		
0680	02726	STAKING	1.00	LS	\$		
0690	02726	STAKING	1.00	LS	\$		
0700	02775	ARROW PANEL	3.00	EACH	\$		
0710	05950	EROSION CONTROL BLANKET	10,368.00	SQYD	\$		
0720	05952	TEMP MULCH	146,949.00	SQYD	\$		
0730	05953	TEMP SEEDING AND PROTECTION	110,212.00	SQYD	\$		
0740	05963	INITIAL FERTILIZER	2.40	TON	\$		
0750	05964	MAINTENANCE FERTILIZER	8.20	TON	\$		
0760	05985	SEEDING AND PROTECTION	51,556.00	SQYD	\$		
0770	05990	SODDING	78,140.00	SQYD	\$		
0780	05992	AGRICULTURAL LIMESTONE	32.50	TON	\$		
0790	05997	TOPSOIL FURNISHED AND PLACED	163.00	CUYD	\$		
0800	06510	PAVE STRIPING-TEMP PAINT-4 IN	73,100.00	LF	\$		
0810	06511	PAVE STRIPING-TEMP PAINT-6 IN	8,300.00	LF	\$		
0820	06515	PAVE STRIPING-PERM PAINT-6 IN	60,323.00	LF	\$		
0830	06542	PAVE STRIPING-THERMO-6 IN W	8,766.00	LF	\$		
0840	06543	PAVE STRIPING-THERMO-6 IN Y	4,593.00	LF	\$		
0850	06544	PAVE STRIPING-THERMO-8 IN W	211.00	LF	\$		

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## PROPOSAL BID ITEMS

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0860	06546	PAVE STRIPING-THERMO-12 IN W	132.00	LF	\$		
0870	06568	PAVE MARKING-THERMO STOP BAR-24IN	26.00	LF	\$		
0880	06569	PAVE MARKING-THERMO CROSS-HATCH	9,959.00	SQFT	\$		
0890	06573	PAVE MARKING-THERMO STR ARROW	4.00	EACH	\$		
0900	06574	PAVE MARKING-THERMO CURV ARROW	25.00	EACH	\$		
0910	06575	PAVE MARKING-THERMO COMB ARROW	2.00	EACH	\$		
0920	06576	PAVE MARKING-THERMO ONLY	2.00	EACH	\$		
0930	06610	INLAID PAVEMENT MARKER-MW	115.00	EACH	\$		
0940	06612	INLAID PAVEMENT MARKER-BY	78.00	EACH	\$		
0950	10020NS	FUEL ADJUSTMENT	101,350.00	DOLL	\$1.00	\$	\$101,350.00
0960	10030NS	ASPHALT ADJUSTMENT	125,545.00	DOLL	\$1.00	\$	\$125,545.00
0970	20191ED	OBJECT MARKER TY 3	6.00	EACH	\$		
0980	20458ES403	CENTERLINE RUMBLE STRIPS	16,850.00	LF	\$		
0990	21289ED	LONGITUDINAL EDGE KEY	15,436.00	LF	\$		
1000	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	3,112.50	LF	\$		
1010	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	98.00	LF	\$		
1020	22664EN	WATER BLASTING EXISTING STRIPE	2,293.00	LF	\$		
1030	23158ES505	DETECTABLE WARNINGS	160.00	SQFT	\$		
1040	23261EC	PAVE MARK-THERMO-X-WALK-24 IN	450.00	LF	\$		
1050	23274EN11F	TURF REINFORCEMENT MAT 1	11,711.00	SQYD	\$		
1060	23721NN	LANDSCAPING	1.00	LS	\$		
1070	24114EC	PAVE MARK-THERMO-YIELD	8.00	EACH	\$		
1080	24115EC	ROUNABOUT ARROW	28.00	EACH	\$		
1090	24466EN	FENCE-SPECIAL	50.00	LF	\$		
1100	24540	R/W MONUMENT TYPE 3	5.00	EACH	\$		
		PAVE MARKING-THERMO DOTTED LANE					
1110	24683ED	EXTEN	62.00	LF	\$		
1120	24955ED	REMOVE SIGNAL EQUIPMENT	1.00	EACH	\$		
		ELECTRONIC DELIVERY MGMT SYSTEM -					
1130	26248EC	AGG	1.00	LS	\$		

## Section: 0003 - DRAINAGE

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1140	00440	ENTRANCE PIPE-15 IN	3,038.00	LF	\$		
1150	00441	ENTRANCE PIPE-18 IN	424.00	LF	\$		
1160	00462	CULVERT PIPE-18 IN	1,983.00	LF	\$		
1170	00464	CULVERT PIPE-24 IN	325.00	LF	\$		
1180	00521	STORM SEWER PIPE-15 IN	242.00	LF	\$		
1190	00522	STORM SEWER PIPE-18 IN	53.00	LF	\$		
1200	01204	PIPE CULVERT HEADWALL-18 IN	20.00	EACH	\$		
1210	01208	PIPE CULVERT HEADWALL-24 IN	1.00	EACH	\$		
1220	01310	REMOVE PIPE	16.00	LF	\$		
1230	01433	SLOPED BOX OUTLET TYPE 1-18 IN	2.00	EACH	\$		
1240	01450	S & F BOX INLET-OUTLET-18 IN	15.00	EACH	\$		
1250	01451	S & F BOX INLET-OUTLET-24 IN	9.00	EACH	\$		
1260	01456	CURB BOX INLET TYPE A	8.00	EACH	\$		
1270	01496	DROP BOX INLET TYPE 3	4.00	EACH	\$		
1280	01497	DROP BOX INLET TYPE 3 MOD	2.00	EACH	\$		

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1290	01550	DROP BOX INLET TYPE 12A	2.00	LF	\$		
1300	01584	CAP DROP BOX INLET	2.00	EACH	\$		
1310	01650	JUNCTION BOX	1.00	EACH	\$		
1320	02607	FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	408.00	SQYD	\$2.00	\$	\$816.00
1330	03262	CLEAN PIPE STRUCTURE	23.00	EACH	\$		
1340	24814EC	PIPELINE INSPECTION	2,312.00	LF	\$		

## Section: 0004 - BRIDGE- 5'X5' RCBC DRAWING #28431

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1350	08002	STRUCTURE EXCAV-SOLID ROCK	33.20	CUYD	\$		
1360	08003	FOUNDATION PREPARATION	1.00	LS	\$		
1370	08100	CONCRETE-CLASS A	84.60	CUYD	\$		
1380	08150	STEEL REINFORCEMENT	9,503.00	LB	\$		
1390	21173EC	SAW-CLEAN-RESEAL RANDOM CRACKS	30.00	LF	\$		
1400	23930EC	LIGHTWEIGHT CELLULAR CONCRETE FILL	360.00	CUYD	\$		
1410	40101	CONCRETE PATCHING	2.50	SQFT	\$		

## Section: 0005 - SIGNING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1420	06406	SBM ALUM SHEET SIGNS .080 IN	591.00	SQFT	\$		
1430	06407	SBM ALUM SHEET SIGNS .125 IN	42.00	SQFT	\$		
1440	06410	STEEL POST TYPE 1	733.00	LF	\$		
1450	21596ND	GMSS TYPE D	18.00	EACH	\$		
1460	24631EC	BARCODE SIGN INVENTORY	122.00	EACH	\$		

## Section: 0006 - LIGHTING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1470	04820	TRENCHING AND BACKFILLING	2,550.00	LF	\$		
1480	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	8.00	EACH	\$		
1490	21543EN	BORE AND JACK CONDUIT	750.00	LF	\$		
1500	24901EC	PVC CONDUIT-2 IN-SCHEDULE 80	2,800.00	LF	\$		

## Section: 0007 - DEMOBILIZATION &amp;/OR MOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1510	02568	MOBILIZATION	1.00	LS	\$		
1520	02569	DEMOBILIZATION	1.00	LS	\$		