

LEXINGTON

**CONTRACT
DOCUMENTS
AND
SPECIFICATIONS**

PROJECT NAME: **BRIGHTON TRAIL CONNECTION**

LFUCG Bid No.: **54-2025**

PREPARED BY: **STRAND ASSOCIATES INC.**

FOR: **DIVISION OF ENGINEERING,
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
101 E. VINE STREET, LEXINGTON, KY 40507**

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ADVERTISEMENT FOR BIDS

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PART I

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received via IonWave until 2:00 p.m., local time, **April 29, 2025** for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, IonWave Q&A, and/or the drawings prepared by Strand Associates Inc. for Lexington-Fayette Urban County Government, Division of Engineering. Following the scheduled closing time for reception of bids, a bid tab sheet will be posted on IonWave.

These projects are Federal Projects subject to the requirements of the Federal-aid Highway Program. The KYTC Item Number for the Brighton Trail Connection Project bid is [07-03042.00]. The federal project number for this bid is [4003 031}, and the Contract ID is [SC-628-250001125]. Federal Form FHWA-1273 is attached hereto and fully incorporated herein by reference.

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement, administration of this project, and basis of payment shall comply with the current edition of the ***Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction, 2019 Edition and all current revisions.***

2. DESCRIPTION OF WORK

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule included in Part III, Form of Proposal of this document, plus incidentals necessary to complete the work.

The Brighton Trail Connection Project consists of construction of 0.5 miles of asphalt shared use path and drainage infrastructure within the Lexington-Fayette Urban County Government owned Liberty Park. The Brighton Trail Connection Project also includes a new concrete entrance off of Liberty Road (KY 1927).

Bidders and DBE subcontractors must be prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the time of bid opening. All other subcontractors must be prequalified when accepting subcontracts.

3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS

Contract documents are available on Ionwave only. Specifications, Plans, and Bid Documents may be examined at the following:

<https://lexingtonky.ionwave.net>

4. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contracting firms that are KYTC Prequalified in Grade and Drain (A) on a **Line Item Unit Price** basis. The Bidder must include a price for all bid items to be considered. Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders, Form of Proposal, General Conditions, and Special Conditions.

Mailed bids/proposals will be rejected. All bids/proposals shall be completed through Ionwave.

5. METHOD OF AWARD

The Contract, if awarded, will be to the lowest, qualified responsible bidder for the total combined bid of the two projects whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

6. BID WITHDRAWAL

No bidder may withdraw his bid for a period of one hundred and twenty (120) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond. Bids may be withdrawn in IonWave prior to the closing date of receipt of bids.

7. BID SECURITY

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid, for the combined total of each project bid schedule. The bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

8. SUBMISSION OF BIDS

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, via IonWave, not later than 2:00 p.m. local time, April 29, 2025. Bids will not be accepted after the scheduled closing time.

9. RIGHT TO REJECT

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE

The successful bidder must submit with their bid the following items to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form.

Failure to submit these items as required herein may result in disqualification of the Bidder from the award of the contract.

All submissions should be directed to Ionwave.

11. NOTICE CONCERNING MWDBE GOAL - LFUCG

This contract contains aspirational LFUCG MWDBE goals and a required KYTC DBE minimum goal. Contractors must meet the KYTC DBE minimum goal

The Lexington-Fayette Urban County Government has a Certified Minority and Women Business Enterprise seventeen percent (17%) aspirational goal including subgoals of five percent (5%) for Minority Business Enterprises (MBE) and a subgoal of twelve percent (12%) for Women Business Enterprises (WBE); a three (3%) goal for Certified Veteran-Owned Small Businesses and/or Certified Service- Disabled Veteran Owned Businesses; and a goal of utilizing Disadvantaged Business Enterprises (DBE), where applicable, for government contracts.

For assistance in locating certified DBEs, MBEs, WBEs, VOSBs and/or VOSBs, contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, MPA, CPSD
Minority Business Enterprise Liaison
Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, Kentucky 40507
smiller@lexingtonky.gov

12. NOTICE CONCERNING DBE GOAL - KYTC

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) contract participation.

The Kentucky Transportation Cabinet has set a recommended goal of not less than **four percent (4%)** of the total value of this contract be subcontracted to Disadvantaged Business Enterprises. DBE participation must be in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet. Bidders and DBE subcontractors must be prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the time of the bid opening. All other subcontractors must be prequalified when accepting subcontracts.

13. DBE PARTICIPATION PLAN

Lowest responsive and responsible bidders must submit the *DBE Plan/ Subcontractor Request*, KYTC form TC 14-35 DBE, within 5 days of the letting.

<https://transportation.ky.gov/Organizational-Resources/Forms/TC%2014-35.xlsx>

<https://transportation.ky.gov/Organizational-Resources/Forms/TC%2014-35.pdf>

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;
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or

insurance, providing such fees or commissions are determined to be reasonable and customary.

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
 - 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

14. EXCLUDED PARTIES LIST SYSTEM (EPLS/SAM)

Prior to project being awarded, LFUCG will verify that the contractor is not listed on an "Excluded Parties List System" (suspended or debarred), as identified within the "SAM" site at <http://www.sam.gov>.

The EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individual barred from entering the United States. The user is able to search, view, and download both current and archived exclusions.

EPLS access is available from any personal computer with Internet connectivity and a minimum web browser of Netscape 4.04 Internet Explorer 4.04 or Internet Explorer 4.0 at <http://www.sam.gov>.

15. EMPLOYMENT, WAGE, AND RECORD REQUIREMENTS

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 (between forty and seventy); 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 (between forty and seventy). 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, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin 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 (between forty and seventy), in admission to, or employment in any program established to provide apprenticeship or other training.

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

REVISED: 12-3-92

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EMPLOYMENT OPPORTUNITY
(Executive Order 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION EACH TRADE
10.8%	6.9%

These goals are applicable to all Contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non- federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the specifications set forth in 41 CFR 60-4, 3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from the solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8609**

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

DISTRICT/LOCALITY/MAJORITY PERCENTAGE REPORTED BY COUNTY

DISTRICT	LOCALITY	%	DISTRICT	LOCALITY	%	DISTRICT	LOCALITY	%
8 ADAMS	(2)	7.0%	6 GRANT	(3)	9.2%	9 NELSON	(3)	3.2%
3 ALLEN	(1)	12.0%	4 GRAYSON	(3)	9.6%	8 NEANE	(2)	1.8%
7 ANDERSON	(3)	7.0%	1 GRAYSON	(1)	2.2%	10 NEWFIRE	(2)	7.0%
1 BALLARD	(1)	5.2%	8 GREEN	(2)	7.0%	7 HERGEN	(3)	7.0%
9 BAY	(3)	7.0%	9 GREENUP	(3)	2.2%	3 HESTER	(2)	12.0%
3 BARRON	(2)	12.0%	2 HANCOCK	(1)	3.5%	9 HODGES	(2)	12.0%
11 BELL	(2)	4.9%	4 HANCOCK	(3)	9.6%	7 HUNTSBERRY	(3)	7.0%
6 BERRY	(3)	11.0%	11 HANCOCK	(2)	4.5%	2 HUNTSBERRY	(1)	3.5%
7 BOGGS	(3)	10.8%	6 HARRISON	(3)	7.0%	10 HUNTSBERRY	(2)	7.0%
9 BOWEN	(3)	2.9%	4 HART	(2)	9.6%	4 HUNTSBERRY	(3)	9.6%
7 BOWEN	(3)	7.0%	2 HARRISON	(1)	4.0%	9 HUNTSBERRY	(3)	7.0%
6 BRACKEN	(3)	9.2%	5 HENRY	(3)	9.6%	2 HUNTSBERRY	(1)	3.5%
10 BRANTLEY	(2)	7.0%	1 HICKMAN	(1)	3.2%	5 HUNTSBERRY	(3)	11.2%
4 BRANTLEY	(3)	9.6%	2 HUNTSBERRY	(1)	3.5%	6 HUNTSBERRY	(3)	9.6%
5 BRANTLEY	(3)	11.2%	11 JACKSON	(2)	7.0%	10 HUNTSBERRY	(2)	7.0%
3 BUTLER	(1)	12.0%	9 JEFFERSON	(3)	11.2%	6 HUNTSBERRY	(3)	1.2%
2 CALDWELL	(1)	5.2%	7 JESSAMINE	(3)	10.8%	10 HUNTSBERRY	(2)	7.0%
1 CALLOWAY	(1)	5.2%	12 JOHNSON	(2)	2.5%	12 HUNTSBERRY	(2)	2.5%
6 CAMERON	(4)	11.0%	6 KENTON	(1)	11.0%	10 HUNTSBERRY	(2)	7.0%
1 CAMERON	(1)	5.2%	12 KENTON	(2)	7.0%	8 KENTON	(2)	7.0%
4 CARRICK	(3)	9.2%	11 KNOX	(2)	4.5%	6 KENTON	(3)	9.2%
3 CARRICK	(3)	2.5%	4 KNOX	(3)	9.6%	8 KENTON	(2)	1.0%
8 CARRICK	(2)	7.0%	11 KNOX	(2)	4.5%	9 KENTON	(3)	4.5%
2 CARRICK	(1)	12.0%	12 KNOX	(2)	2.5%	8 KENTON	(2)	1.0%
7 CLARK	(3)	10.8%	11 KNOX	(2)	7.0%	7 KENTON	(3)	10.8%
11 CLAY	(2)	7.0%	12 KNOX	(2)	7.0%	3 KENTON	(1)	12.0%
8 CLAYTON	(2)	12.0%	12 KNOX	(2)	7.0%	5 KENTON	(3)	9.6%
1 CLAYTON	(1)	5.2%	9 LEWIS	(3)	9.2%	7 KENTON	(2)	7.0%
8 CLAYTON	(2)	12.0%	6 LINCOLN	(2)	7.0%	3 KENTON	(1)	12.0%
2 CLAYTON	(1)	4.5%	1 LIVINGSTON	(1)	5.2%	5 KENTON	(3)	9.6%
3 CLAYTON	(1)	12.0%	3 LOGAN	(1)	12.0%	7 KENTON	(2)	7.0%
9 CLAYTON	(3)	2.5%	1 LYON	(2)	5.2%	5 KENTON	(3)	9.6%
10 CLAYTON	(2)	7.0%	1 LYON	(1)	5.2%	2 KENTON	(1)	3.5%
7 CLAYTON	(3)	10.8%	2 LYON	(2)	4.5%	3 KENTON	(1)	12.0%
9 CLAYTON	(3)	9.2%	2 LYON	(1)	3.5%	4 KENTON	(3)	9.6%
12 CLAYTON	(2)	2.5%	7 LYON	(3)	7.0%	8 KENTON	(2)	1.0%
5 CLAYTON	(3)	7.0%	10 LYON	(2)	7.0%	2 KENTON	(1)	3.5%
1 CLAYTON	(1)	5.2%	4 LYON	(3)	9.6%	11 KENTON	(2)	4.5%
6 CLAYTON	(3)	9.2%	1 LYON	(1)	5.2%	10 KENTON	(2)	7.0%
7 CLAYTON	(2)	7.0%	12 LYON	(2)	2.5%	7 KENTON	(3)	10.8%

LOCALITY I (Federal)

Kentucky Determination
No. CR 85-I-BNY dated
8/15/85 and Federal
Decision No. KY 85-1007
dated 10/4/85.

(State)
Kentucky Determination
No. CR 85-I-BNY dated
8/15/85.

LOCALITY II (Federal)

Kentucky Determination
No. CR 85-II-BNY dated
8/15/85 and Federal
Decision No. KY 85-1008
dated 10/4/85.

(State)
Kentucky Determination
No. CR 85-II-BNY dated
8/15/85.

LOCALITY III (Federal)

Kentucky Determination
No. CR 85-III-BNY dated
8/15/85 and Federal
Decision No. KY 85-1009
dated 10/4/85.

(State)
Kentucky Determination
No. CR 85-III-BNY dated
8/15/85.

LOCALITY IV (Federal)

Kentucky Determination
No. CR 85-IV-BNY dated
8/15/85 and Federal
Decision No. KY 85-101
dated 10/4/85.

(State)
Kentucky Determination
No. CR 85-IV-BNY dated
8/15/85.

16. 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.

17. 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 nondiscrimination 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).

END OF SECTION

PART II
INFORMATION FOR BIDDERS
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PART II
INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING BIDS

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids through IonWave, at the time and in the manner set forth in the Advertisement for Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No bids will be received after the time and date specified. No bidder may withdraw a bid within one hundred twenty (120) calendar days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above.

2. PREPARATION OF BID

Pricing must be submitted on the prescribed Form of Proposal in Excel format. The bid must be submitted with the entire proposal and include all pages. All blank spaces for the bid prices must be filled in and provided on the Excel spreadsheet.

3. SUBCONTRACTS

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

4. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives, if requested by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in any order or combination. The contract, if awarded, will be awarded to the lowest, qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered and in good standing with the requirements and provisions of the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Good standing with Public Works Act - any CONTRACTOR and/or subcontractors in violation of any wage or work act provisions (KRS 337.510 to KRS 337.550) are prohibited by Statutory Act (KRS 337.990) from bidding on or working on any and all public works contracts, either in their name or in the name of any other company, firm or other entity in which he might be interested. No bid from a prime contractor in violation of the Act can be considered, nor will any subcontractor in violation of the Act be approved and/or accepted. The responsibility for the qualifications of the subcontractor is solely that of the prime contractor.
- D. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- E. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) a current detailed financial statement for a period including up to 3 prior years; (2) financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

Each bidder agrees to waive any claim it has or may have against the Owner, the Consultant, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.

5. BID SECURITY

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid, for the combined total of each project bid schedule. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Procurement within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Completion is defined in Section 108.03 of the KDOH Standard Specifications, Current Edition. Such monetary damage shall be deducted from the Contract sum in the amount specified in Section 108.09 of the KDOH Standard Specifications per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Part IV General Conditions Section 4 for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph 8; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be entered in the Q&A module on IonWave and in turn will have an answer posted on IonWave or an addendum posted. To be given consideration, the question must be received by the Q&A deadline posted on IonWave. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

10. SECURITY FOR FAITHFUL PERFORMANCE

- A. A Performance Bond will be required before beginning work for the total cost of the work if the total cost of the work is greater than \$50,000. Any additional work will also require additional Performance Bonds in the amount of 100% of work issued at that time. Prior to

issuance of a specific Project Purchase Order, the Contractor shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.

The CONTRACTOR is allowed to recapture the cost of the bonds, for up to 5% of the total cost of work as shown in the Form of Proposal.

- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverage's, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later). Each document will be for 100% of the Contract Bid Amount.**
- D. CONTRACTOR shall also be required to provide current Insurance Certificates, simultaneously with Performance Bonds, which meet the requirement of these specifications before beginning work that is issued to the CONTRACTOR. This applies to all projects as they occur.

11. POWER OF ATTORNEY

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

12. TAXES AND WORKMEN'S COMPENSATION

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law, such as old age pension, social security, or annuities measured by wages. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

13. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

14. EROSION AND SEDIMENT CONTROL AND PERMITS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part IV General Conditions Section 5 Paragraph 5.17.

15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES

Federal or state wage rates and regulations, if required for this Project, will be negotiated at the time of awarding the project.

16. AFFIRMATIVE ACTION PLAN

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. DBE Participation Form – see Part III
3. Documentation Required for Good Faith Efforts and Outreach Plans – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

17. CONTRACT TIME

The number of calendar days within which the Work is to be substantially completed and ready for final payment (the Contract Time) is set forth in the Form of Proposal and the Agreement.

18. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a

substitute or "or-equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER and OWNER, application for such acceptance will not be considered by the CONSULTANT and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

19. ALTERNATE BIDS

Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids. If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

20. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS ENTERPRISE (MWDBE) CONTRACTORS

A. Outreach for MWDBE(s) and Veteran Owned Small Businesses (VOSB)

The Lexington-Fayette Urban County Government (LFUCG) maintains a database of MWDBE contractors and Veteran Owned Small Businesses. When a LFUCG construction project is advertised for bidding, notices are sent to companies registered at <https://lexingtonky.ionwave.net>. The notices describe the project and indicate the deadline for submitting bids.

If you wish to be added to the LFUCG MWDBE contractor database, please contact:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

B. Bid Bond Assistance for MWDBE(s)

For those MWDBE contractors who wish to bid on LFUCG project, bid bond assistance is available. This bid bond assistance is in the form of a “Letter of Certification” which is accepted by the LFUCG’s Division of Purchasing, in lieu of a bid bond. The “Letter of Certification” must be included in the bid package when it is submitted to the Division of Purchasing. The “Letter of Certification” will reference the specific project for which the bid is being submitted, and the time and date on which the bid is due. Bid bond assistance must be requested from the Lexington-Fayette Urban County Government’s Division of Procurement.

C. Eligibility for Bid Bond Assistance for MWDBE(s)

In order to be eligible for any Bid bonding assistance, a MWDBE construction company must be owned or controlled at the level of 51% or more by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the Owner or corporate officer and by an attorney or accountant submitted to:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

D. MWDBE and Veteran Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve minimum MWDBE and Veteran participation goal.

For a list of eligible subcontractors, please contact:

Sherita Miller, Division of Procurement
Lexington-Fayette Urban County Government
200 East Main Street, Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

22. LFUCG NON-APPROPRIATION CLAUSE

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

23. REQUIRED SUBMITTALS

The following must be submitted with your bid at **minimum** or your bid may be considered non-responsive and rejected:

- Part III-
 - Form of Proposal
 - Legal Status of Bidder
 - Bidder's Affidavit (must be signed and notarized)
 - Bid Schedule (w/original signature)
 - Statement of Bidder's Qualifications
 - List of proposed subcontractors (excluding percentages)
 - MBE/WBE Quote Summary Form (filled out as completely as possible)
 - KYTC DBE Plan
 - Authentication of Bid and Statement of Non-Collusion/Non-Conflict
 - Statement of Experience
 - EEO Agreement
 - EEO Affirmative Action Policy
 - Workforce Analysis Form
 - Evidence of Insurability Form or Certificate of Insurance
 - Debarred Firms Form
 - Debarment Certification
 - Bid Bond
 - Proof of Insurance
 - Buy America Certificate of Compliance
- Provided by Bidder after Award, as needed:

- LFUCG MWDBE Substitution Form (if MBE/WBE is not listed on the original participation form,)
The successful bidder will be required to report monthly contract compliance audits in the Diverse Business Management System.

END OF SECTION

PART III
FORM OF PROPOSAL

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SEALED BID

BIDDER:

L-M Asphalt Partners, Ltd. DBA ATS Construction

SEALED BID FOR:

Lexington Fayette Urban County Government
Department of Environmental Quality and Public Works
Brighton Trail Connection

54-2025

Bid Date: April 30th, 2025 at 2:00 pm

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

L-M Asphalt Partners, Ltd. dba ATS Construction

as Principal, hereinafter call the Principal, and

Hartford Fire Insurance Company

A corporation duly organized under laws of the State of Connecticut
As Surety, hereinafter called the Surety, are held and firmly bound unto

**Lexington-Fayette Urban County Government-Division of Engineering
Department of Environmental Quality and Public Works**

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of the Amount Bid

**5% of the
Dollars (\$ Amount Bid),**

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents,

WHEREAS, the Principal has Submitted a bid for

**Brighton Trail Connections; 2789 Liberty Road, Lexington, KY 40509; Project
Number 54-2025**

NOW, THEREFORE, if the Obligee shall accept the bid of Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **30th** day of **April, 2025**

L-M Asphalt Partners, Ltd. dba ATS Construction	
(Principal) (Seal)	
<div>DocuSigned by: <u>Tyler Eric Walton</u> 14327E5D8C4D40F6 (witness)</div>	{ <div>Signed by: <u>Brian R. Billings</u> B304850F6353428 (Title)</div>
Hartford Fire Insurance Company	
(Surety)	
<div><u>Lou Ann Moody</u> (witness)</div>	{ <div><u>Mary Crouch</u> Mary Crouch (Title) Attorney-In-Fact</div>



Direct Inquiries/Claims to:**THE HARTFORD****BOND, T-11****One Hartford Plaza****Hartford, Connecticut 06155****Bond.Claims@thehartford.com****call: 888-266-3488 or fax: 860-757-5835**

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS THAT:**Agency Name:** ACRISURE LLC**Agency Code:** 14-732421

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- ☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of** Unlimited :

Tina Carpenter, Mary Crouch, Jeff Fairchild, John W. Hampton, David Henry, Kim Watson of LEXINGTON, Kentucky

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of April 30, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



PART III

INVITATION TO BID NO. 54-2025

BRIGHTON TRAIL CONNECTION

1. FORM OF PROPOSAL

Place: Lexington, Kentucky

Date: 4/30/2025

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by L-M Asphalt Partners, LTD. DBA ATS Construction

3009 Atkinson Avenue, Suite 400, Lexington KY 40509

(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of Kentucky, doing business as L-M Asphalt Partners, LTD. DBA
ATS Construction "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government
(Hereinafter called "OWNER")
Office of the Director of Purchasing
200 East Main Street, 3rd Floor
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Brighton Trail Connection** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract as to be specified in the Notice to Proceed and to fully complete the project within **one hundred and eighty (180) consecutive calendar days** thereafter. BIDDER further agrees to pay liquidated damages as specified in Section 108.09 of the KDOH Standard Specifications for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No.	<u>1</u>	Date	<u>4/23/2025</u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>
Addendum No.	<u> </u>	Date	<u> </u>

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

2. LEGAL STATUS OF BIDDER

Bidder L-M Asphalt Partners, LTD. DBA ATS Construction

Date 4/30/2025

* 1. A corporation duly organized and doing business under the laws of the State of Kentucky, for whom Brian R. Billings, bearing the official title of President, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

<u>L-M Holdings, Inc</u>	<u>Sole Partners</u>
<u>Steve L. Lawson</u>	<u>Limited Partners</u>
<u>Steve Adam Lawson</u>	<u>Limited Partners</u>
<u>Tyler George Lawson</u>	<u>Limited Partners</u>
<u>Shelby Mary Ann Lawson</u>	<u>Limited Partners</u>

* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

Brian R. Billings

*(The Bidder shall fill out the appropriate form and strike out the other two.)

3. BIDDERS AFFIDAVIT

BIDDERS AFFIDAVIT (KYTC)



Rev. 9-16-22

Required Affidavit for Bidders, Offerors and Contractors (KRS 45A.110 & 45A.115)

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to KRS 45A.110 and 45A.115, a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

Signed by:

Brian R. Billings
Signature

Brian R. Billings

Printed Name

President

4/30/2025

Title

Date

Bidder or Offeror Name:

L-M Asphalt Partners, LTD. DBA ATS Construction

Address:

3009 Atkinson Avenue, Suite 400

Lexington KY 40509

Commonwealth of Kentucky Vendor Code (If known): 01947

Subscribed and sworn to before me this 30 day of April, 2025

State of: Kentucky

Notary:

Tyler Eric Walton

County of: Fayette

My Commission Expires: 1/5/2026

TYLER ERIC WALTON
Notary Public-State at Large
Kentucky
Commission Expires 1/5/2026

BIDDERS AFFIDAVIT (LFUCG)

Comes the Affiant, Brian R. Billings, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Brian R. Billings and he/she is the individual submitting the bid or is the authorized representative of L-M Asphalt Partners, LTD. DBA ATS Construction, the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."

6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

<small>Signed by:</small> <u>Brian R. Billings</u> <small>(3204850F8353428)</small>	<u>Brian R. Billings</u>
Signature	Printed Name
<u>President</u>	<u>4/30/2025</u>
Title	Date

Company Name L-M Asphalt Partners, LTD. DBA ATS Construction

Address 3009 Atkinson Avenue, Suite 400, Lexington KY 40509

Subscribed and sworn to before me by Brian R. Billings
(Affiant)

President
(Title)

of L-M Asphalt Partners, LTD. DBA ATS Construction this 30 day of April, 2025.

(Company Name)
DocuSigned by:
Tyler Eric Walton
Notary Public 4327E5D8C4D4D5...
[seal of notary]

My commission expires: 1/5/2026

<p>TYLER ERIC WALTON Notary Public-State at Large Kentucky Commission Expires 1/5/2026</p>

4. BID SCHEDULE – SCHEDULE OF VALUES

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

Payment:

Accepted quantities for Work shall be paid for at their respective Contract "Unit Price" as quoted (which shall be for all Work required under this Section) and paid per "Unit To Bid On" of specified "Description" satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

Digital Bid Submittals:

Bidders shall submit Bid Schedules Excel spreadsheet via Ion Wave. The Bid Schedules must be fully executed and submitted via Ion Wave. The excel spreadsheet is available through the LFUCG's Ionwave website (<https://lexingtonky.ionwave.net>).

Page P-9 must be fully executed and included with bid or bid will be considered non-responsive.

Brighton Trail Connection Bid Schedule

Item No.	Item	Unit	Quantity
1	MAINTAIN AND CONTROL TRAFFIC	LS	1
2	CONSTRUCTION STAKING	LS	1
3	CLEARING AND GRUBBING	LS	1
4	UNCLASSIFIED EXCAVATION, PLACEMENT, AND EMBANKMENT	LS	1
5	DGA BASE	TON	1504
6	CRUSHED AGGREGATE, NO. 57	TON	74
7	CRUSHED AGGREGATE, NO. 2	TON	513
8	CLASS II CHANNEL LINING	TON	177
9	SIDEWALK RAMP	EA	2
10	CONCRETE SIDEWALK - 6 INCH	SQYD	20
11	CONCRETE ENTRANCE PAVEMENT	SQYD	253
12	HEADER CURB	LF	172
13	CL2 ASPH BASE 1.00D PG64-22	TON	520
14	CL2 ASPH SURF 0.38D PG64-22	TON	300
15	EDGE KEY	LF	40
16	KYTC DBI TYPE 3	EA	3
17	ADJUST MANHOLE TO GRADE	EA	1
18	RCP STORM SEWER - 15 INCH	LF	227
19	15" LFUCG HEADWALL	EA	4
20	PRECAST REINFORCED CONCRETE BOX CULVERT	EA	1
21	PRECAST REINFORCED CONCRETE HEADWALL	EA	2
22	EROSION PROTECTION & SEDIMENT CONTROL	LS	1
23	EROSION CONTROL BLANKET (8 FT WIDTH)	SQYD	949
24	SEEDING AND PROTECTION	SQYD	8396
25	FABRIC-GEOTEXTILE CLASS 1	SQYD	1640
26	FABRIC-GEOTEXTILE CLASS 2	SQYD	770
27	LFUCG HANDRAIL	LF	72
28	STEEL POST TYPE 1	LF	20
29	SBM ALUM SHEET SIGNS .080 IN	SQFT	8
30	PAVE MARKING-PAINT-SOLID YELLOW	SQFT	22
31	PAVE STRIPING-PAINT-8 IN YELLOW	LF	83
32	PAVE STRIPING-PAINT-24 IN WHITE	LF	11
33	ORNAMENTAL TREE	EA	17
34	SHADE TREE	EA	20
N/A	PAYMENT AND PERFORMANCE BOND	LS	1
N/A	MOBILIZATION (5%)	LS	1
N/A	DEMOBILIZATION (1.5%)	LS	1

Submitted by:

L-M Asphalt Partners, LTD. DBA ATS Construction

Firm

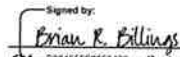
3009 Atkinson Avenue, Suite 400

Address

Lexington, KY 40509

City, State & Zip

***Bid must be signed:
(original signature)***

Signed by:


President

Signature of Authorized Company Representative – Title

Brian R. Billings

Representative/s Name (Typed or Printed)

859-223-7001

Area Code – Phone –Fax #

bbillings@atsconstruction.com

E-Mail Address

OFFICIAL ADDRESS:

3009 Atkinson Avenue, Suite 400

Lexington, KY 40509

(Seal if Bid is by Corporation)

By signing this form you agree to ALL terms, conditions, and associated forms in this bid package

Project: Brighton Trail Connection

Bid Date: 4/30/2025

Bid# 54-2025

Contractor: L-M Asphalt, LTD dba ATS Construction

Item No.	Item	Unit	Spec Sec.	Quantity	Unit Price	Total Price
1	MAINTAIN AND CONTROL TRAFFIC	LS	C	1	\$ 8,000.00	\$ 8,000.00
2	CONSTRUCTION STAKING	LS	1	1	\$ 6,200.00	\$ 6,200.00
3	CLEARING AND GRUBBING	LS	2	1	\$ 36,000.00	\$ 36,000.00
4	UNCLASSIFIED EXCAVATION, PLACEMENT, AND EMBANKMENT	LS	4	1	\$ 55,000.00	\$ 55,000.00
5	DGA BASE	TON	5	1504	\$ 33.00	\$ 49,632.00
6	CRUSHED AGGREGATE, NO. 57	TON	6	74	\$ 38.00	\$ 2,812.00
7	CRUSHED AGGREGATE, NO. 2	TON	6	513	\$ 60.00	\$ 30,780.00
8	CLASS II CHANNEL LINING	TON	16	177	\$ 65.00	\$ 11,505.00
9	SIDEWALK RAMP	EA	9	2	\$ 3,047.00	\$ 6,094.00
10	CONCRETE SIDEWALK - 6 INCH	SQYD	7	20	\$ 152.42	\$ 3,048.40
11	CONCRETE ENTRANCE PAVEMENT	SQYD	8	253	\$ 74.17	\$ 18,765.01
12	HEADER CURB	LF	10	172	\$ 49.64	\$ 8,538.08
13	CL2 ASPH BASE 1.00D PG64-22	TON	11	520	\$ 95.00	\$ 49,400.00
14	CL2 ASPH SURF 0.38D PG64-22	TON	11	300	\$ 130.00	\$ 39,000.00
15	EDGE KEY	LF	19	40	\$ 10.00	\$ 400.00
16	KYTC DBI TYPE 3	EA	13	3	\$ 4,300.00	\$ 12,900.00
17	ADJUST MANHOLE TO GRADE	EA	15	1	\$ 5,000.00	\$ 5,000.00
18	RCP STORM SEWER - 15 INCH	LF	14	227	\$ 125.00	\$ 28,375.00
19	15" LFUCG HEADWALL	EA	13	4	\$ 2,900.00	\$ 11,600.00
20	PRECAST REINFORCED CONCRETE BOX CULVERT	EA	28	1	\$ 54,000.00	\$ 54,000.00
21	PRECAST REINFORCED CONCRETE BOX CULVERT HEADWALL	EA	28	2	\$ 28,000.00	\$ 56,000.00
22	EROSION PROTECTION & SEDIMENT CONTROL	LS	18	1	\$ 26,000.00	\$ 26,000.00
23	EROSION CONTROL BLANKET (8 FT WIDTH)	SQYD	20	949	\$ 1.90	\$ 1,803.10
24	SEEDING AND PROTECTION	SQYD	17	8396	\$ 1.50	\$ 12,594.00
25	FABRIC-GEOTEXTILE CLASS 1	SQYD	21	1640	\$ 2.50	\$ 4,100.00
26	FABRIC-GEOTEXTILE CLASS 2	SQYD	21	770	\$ 2.00	\$ 1,540.00
27	LFUCG HANDRAIL	LF	29	72	\$ 250.00	\$ 18,000.00
28	STEEL POST TYPE 1	LF	24	20	\$ 70.00	\$ 1,400.00
29	SBM ALUM SHEET SIGNS .080 IN	SQFT	24	8	\$ 250.00	\$ 2,000.00
30	PAVE MARKING-PAINT-SOLID YELLOW	SQFT	23	22	\$ 4.00	\$ 88.00
31	PAVE STRIPING-PAINT-8 IN YELLOW	LF	23	83	\$ 4.00	\$ 332.00
32	PAVE STRIPING-PAINT-24 IN WHITE	LF	23	11	\$ 15.00	\$ 165.00
33	ORNAMENTAL TREE	EA	25	17	\$ 330.00	\$ 5,610.00
34	SHADE TREE	EA	25	20	\$ 350.00	\$ 7,000.00
N/A	PAYMENT AND PERFORMANCE BOND	LS	SC	1	\$ 3,200.00	\$ 3,200.00
N/A	MOBILIZATION (5% MAXIMUM)	LS	B	1	\$ 27,000.00	\$ 27,000.00
N/A	DEMOBILIZATION (1.5% MINIMUM)	LS	B	1	\$ 10,000.00	\$ 10,000.00
TOTAL						\$ 613,881.59

BRS

5. **STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

1. Name of Bidder: L-M Asphalt Partners, Ltd. DBA ATS Construction
2. Permanent Place of Business: 3009 Atkinson Avenue Suite 400
3. When Organized: April 3rd, 1992
4. Where Incorporated: Kentucky
5. Construction Plant and Equipment Available for this Project:
See Attachment A

(Attach Separate Sheet If Necessary)

6. Financial Condition:

If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

Hartford Fire Insurance Company (Surety)

Signed: Mary Crouch (Representative of Surety)
Mary Crouch Attorney-In-Fact

8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attachment C	

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
	See Attachment D	

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
	See Attachment E	

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
Scruggs Construction, LLC	Concrete	DBE	5.5
TOBACCO ROSE FARM CONSTRUCTION & DEVELOPMENT SERVICES LLC	Seeding/Erosion Control	Vet/Woman Owned	2.4

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

L-M Asphalt Partners, LTD. DBA ATS Construction
(Name of Contracting Firm)

BY: Brian R. Billings Signed by:
Brian R. Billings
B304850F6353428..

TITLE: President

DATE 4/30/2025

6. LIST OF PROPOSED SUBCONTRACTORS

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<u>BRANCH OF WORK-LIST</u> <u>EACH MAJOR ITEM</u> Such as:	<u>SUBCONTRACTOR</u>	<u>DBE</u> <u>Yes/No</u>	<u>% of</u> <u>Work</u>
Concrete, bituminous paving, construction staking, etc.			
1. <u>Concrete</u>	Name: <u>Scruggs Construction, LLC</u> Address: <u>110 S CHESTNUT ST</u> <u>SEYMOUR IN 47274</u>	<u>Yes</u>	<u>5.5</u>
2. <u>Seeding/Erosion Control</u>	Name: <u>TOBACCO ROSE FARM CONSTRUCTION & DEVELOPMENT SERVICES LLC</u> Address: <u>P O BOX 4304 770 MCKINNEY AVE</u> <u>MIDWAY KY 40347</u>	<u>Yes</u>	<u>2.4</u>
3. _____	Name: _____ Address: _____	_____	_____
4. _____	Name: _____ Address: _____	_____	_____
5. _____	Name: _____ Address: _____	_____	_____
6. _____	Name: _____ Address: _____	_____	_____
7. _____	Name: _____ Address: _____	_____	_____

(Attach additional sheet(s) if necessary.)

7. LIST OF MATERIALS/ SUPPLIERS

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
1. Concrete Supplier	<u>Scruggs Construction, LLC</u>
2. Asphalt Supplier	<u>L-M Asphalt Partners, LTD. DBA ATS Construction</u>

8. DBE SUB-CONTRACTOR BIDDERS LIST

The Department of Transportation Federal Regulations requires that the Kentucky Transportation Cabinet provide a bidders list to be maintained in the Office of Personnel Management, Small Business Development Branch (49CFR 26:11) for each federally funded project awarded.

Project No.

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

1. Scruggs Construction, LLC
2. TOBACCO ROSE FARM CONSTRUCTION & DEVELOPMENT SERVICES LLC
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes or Anita Hall at (502)564-3601.

9. CERTIFICATION FOR FEDERAL-AID CONTRACT

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

1. 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 agent.
2. If any funds other than the 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.

This certification is a material representation of fact 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 Section 1352, Title 31, U.S. Code. 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.

The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

L-M Asphalt Partners, LTD. DBA ATS Construction

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Brian R. Billings

(Printed Name of officer signing certification)

President

(Title)

Signed by:

Brian R. Billings

(Signature)

4/30/2025

(Date)

10. CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The President, hereby certifies that he/she Brian Billings, participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

L-M Asphalt Partners, LTD. DBA ATS Construction

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Brian R. Billings

President

(Name of Officer or Authorized Agent)

(Title)

Signed by:
Brian R. Billings
B304850F6353428... (Signature)

4/30/2025

(Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

11. CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: 4003 031

I, Brian R. Billings, President
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that, except as noted below,

L-M Asphalt Partners, LTD. DBA ATS Construction
(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntarily exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions:

L-M Asphalt Partners, LTD. DBA ATS Construction
(Name of Individual, Co-Partnership, or Corporation submitting bid)

<u>Brian R. Billings</u>	<u>President</u>
(Name of Officer or Authorized Agent)	(Title)
<small>Signed by:</small> <u>Brian R. Billings</u>	<u>4/30/2025</u>
(Signature)	(Date)

12. CERTIFICATION OF BID PROPOSAL/DBE

We (I) proposed to furnish all labor, equipment and material necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction, current edition, special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 7.9 percent (7.9 %) 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."

L-M Asphalt Partners, LTD. DBA ATS Construction

(Name of Individual, Co-Partnership, or Corporation submitting bid)

Brian R. Billings

(Name of Officer or Authorized Agent)

President

(Title)

Signed by:

Brian R. Billings

(Signature)

4/30/2025

(Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS

SECOND TIER SUBCONTRACTS

Second Tier subcontracts on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") 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 LFUCG. To that end, the LFUCG 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 LFUCG, 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 LFUCG 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 LFUCG.

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

DBE GOAL

The Disadvantaged Business Enterprise (DBE) goal established for this contract by the Kentucky Transportation Cabinet is a **four percent (4%) goal** of the total value of the contract.

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

OBLIGATION OF CONTRACTORS

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 4% MWDBE goal, unless otherwise stated. Contractor shall also 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 LFUCG and they will be returned to the bidder.

Four "The bidder certifies that it has secured participation by Disadvantaged Business Enterprises (DBE) in amount of 7.9 percent (7.9 %) 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." 4.0

DBEs utilized in achieving the DBE goal must be certified and pre-qualified 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 63-35 DBE, within 5 days of the letting. This is necessary before the LFUCG Division of Central Purchasing 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 and the project bid number.
3. The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows;
 - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
 - b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG 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 documentation to satisfy the LFUCG 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 bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of this information must be received in the office of the LFUCG Division of Central Purchasing 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 LFUCG 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 Efforts documentation 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 LFUCG 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 that are pre-qualified 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 pre-qualified in the subcontracted areas, the bidder must notify the Minority Business Enterprise Liaison in the Division of Central Purchasing 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 LFUCG Division of Central Purchasing 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 with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing'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 Central Purchasing. 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 LFUCG Division of Central Purchasing.

The LFUCG Division of Central Purchasing 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:

- 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 within seven (7) working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished

CONTRACTOR REPORTING

All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. 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 submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

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 and show the documented proof.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to:

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

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 LFUCG Division of Central Purchasing 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 LFUCG Division of Central Purchasing.

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST**

TC 14-35
Rev. 07/07/16

211003

Page 2 of 3

Contract ID (ContID) N/A Prime L-M Asphalt partners, LTD dba Als Construction DBE Firm Scruggs Construction, LLC

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.

Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

DBE Participation Non-Pay Estimates Work Items

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
-------------	-------------------------	------	----------------	----------------------------------	----------

(*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained

(**) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in

some suitable, positive manner.

Unit prices using Contract "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item is "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract.

work

The items to be subcontracted are as follows:

[illegible]

14. NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: 4003031

I, Brian R. Billings, President
(Name of officer or Authorized Agent) (Title)

under penalty of perjury under the laws of the United States, do hereby certify that

L-M Asphalt Partners, LTD. DBA ATS Construction
(Name of Individual, Co-Partnership, or Corporation submitting bid)

Its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

Brian R. Billings President
(Name of Officer or Authorized Agent) (Title)

Signed by:
Brian R. Billings 4/30/2025
(Signature) (Date)

15. STATEMENT OF EXPERIENCE

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

NAME OF INDIVIDUAL: _____

POSITION/TITLE: _____

STATEMENT OF EXPERIENCE: _____

* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

16. EQUAL OPPORTUNITY AGREEMENT

The Law

* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.

* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.

* Section 503 of the Rehabilitation Act of 1973 States:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.

* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

Signed by:

Brian R. Billings
Signature

L-M Asphalt Partners, LTD. DBA ATS Construction

Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to

promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS*

45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

(2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.

(3) The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

17. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of L-M Asphalt Partners, LTD. DBA ATS Construction
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

Brian R. Billings has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling 859-223-7001
_____.

Signed by: Brian R. Billings
Signature: _____
B304850F637388 (Bidding Contractor)

Title: President

Date: 4/30/2025

DocuSign Envelope ID: B81DDF8A-B307-429A-7A0D-0A4C4D04D2091

PR Department of Labor EEO-1 Report

Company: 6 ATS CONSTRUCTION

Number of Employees
(Report employees in only one category)

Race/Ethnicity

Not Hispanic or Latino

Job Categories

Hispanic or Latino

Female

Male

	Male	Female	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	Total Col A - N
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1 Executive/Senior Level Officials and Managers	0	0	2	0	0	0	0	0	0	0	0	0	0	0	2
2 First/Mid-Level Officials and Managers	0	0	3	0	0	0	0	0	0	0	0	0	0	0	3
7 Craft Workers	1	0	102	0	0	1	0	0	4	0	0	0	0	0	108
8 Operatives	0	0	38	0	0	0	0	0	0	0	0	0	0	0	38
9 Laborers and Helpers	3	0	68	1	0	0	0	0	9	0	0	0	0	0	81
Total	4	0	213	1	0	1	0	0	13	0	0	0	0	0	232
Previous Year Total	7	0	372	5	0	1	0	0	18	0	0	0	0	0	403

Ending date(s) of payroll period(s) used: 03/16/25 - 03/16/25 (Omit on the Consolidated Report)

6 ATS CONSTRUCTION

Page 1

03/24/25 3:25:01PM
PREEDot.rpt

19. EVIDENCE OF INSURABILITY

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT
(Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: L-M Asphalt Partners, LTD. DBA ATS Construction Employee ID: 61-1219911
 Address: 3009 Atkinson Avenue, Suite 400, Lexington KY 40509 Phone: 859-223-7001
 Project to be insured: Brighton Trail Connection

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's Code	Rating
SC-1, Part 1.4 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$1,000,000 OCC	Travelers	A++	XV
SC-1, Part 1.4 – see provisions	AUTO	\$2,000,000/per occ.	\$1,000,000 OCC*	Travelers	A++	XV
SC-1, Part 1.4 – see provisions	WC	Statutory w /endorsement as noted	\$1,000,000	Travelers	A++	XV
SC-1, Part 1.4 – see provisions	EXC	\$5,000,000 per occ.	\$5,000,000 Occ	Travelers	A++	XV
		EXC	*\$5,000,000	Travelers	A+	XV

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

Acisure LLC
 Agency or Brokerage
 780 Winchester Road
 Street Address
 Lexington KY 40505
 City State Zip
 859-254-1836
 Telephone Number
 John W. Hampton
 Name of Authorized Representative
 Producer
 Title
 John W. Hampton
 Authorized Signature
 April 28, 2025
 Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.



L-MASPH-02

KWATSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	CONTACT NAME: Kimberly Watson	
	PHONE (A/C, No, Ext): (859) 254-1836 FAX (A/C, No):	
	E-MAIL ADDRESS: kiwatson@acrisure.com	
INSURED L-M Asphalt Partners LTD dba ATS Construction 3009 Atkinson Ave., Ste 400 Lexington, KY 40509	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Charter Oak Fire Insurance Company	25615
	INSURER B : Travelers Property Casualty Company of America	25674
	INSURER C : The Standard Fire Insurance Company	19070
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	DTCO3E855071	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-8M955327	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0J675466	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-2N535772-25-26-G	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Bid# 54-2025 Brighton Trail Connection. Lexington Fayette Urban County Government and Strand Associates Inc are additional insureds with respect to general and auto liability per written contract, the general liability is primary and non-contributory and includes products and completed operations. Policies contain a 30-day notice of cancellation endorsement. Waiver of subrogation in favor of LFUCG and its elected and appointed officials, employees, agents, volunteers and successors in interest per written contract and as permitted by law on the coverage as indicated above.

CERTIFICATE HOLDER Lexington-Fayette Urban County Government Office of the Director of Purchasing 200 East Main Street, 3rd Floor Lexington, KY 40507	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

20. DEBARRED FIRMS

PROJECT NAME: Brighton Trail Connection

BID NUMBER: 54-2025

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT LEXINGTON, KY

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the **Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended** or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of L-M Asphalt Partners, LTD. DBA ATS Construction has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

L-M Asphalt Partners, LTD. DBA ATS Construction

Name of Firm Submitting Bid

Signed by:

Brian R. Billings

B304850F6353428

Signature of Authorized Official

President

Title

4/30/2025

Date

21. DEBARMENT CERTIFICATION

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

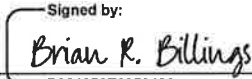
The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
 - a) 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;
 - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
 - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: L-M Asphalt Partners, LTD. DBA ATS Construction

Project: Brighton Trail Connection

Printed Name and Title of Authorized Representative: Brian R. Billings - President

Signature: 
Signed by:
B304850F6353428...

Date: 4/30/2025

22. PROVISIONS RELATIVE TO SENATE BILL 45A.485

During the performance of the contract, the contractor and all subcontractors agree to comply with the applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous (5) years pursuant to the applicable statutes above are revealed as follows:

No

23. EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Signed by:

B304850F6353428
Signature of Authorized Official

President

Title

4/30/2025

Date



Kentucky Transportation Cabinet
Office of Local Programs
LOCAL PUBLIC AGENCY CHANGE ORDER

TC 20-32
7/2010
Page 3 of 3

Page

Contract ID
Change Order No
Contractor
Contractor
Address

Project Sponsor
County
Project Number
Project Name

Reasons for Proposed Changes and Cost Analysis:

25. FEDERAL CONTRACT NOTES

The LPA, 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:

102.13 Irregular Bid Proposals

102.09 Bid Proposal Guaranty

102.14 Disqualification of Bidders

Part I Advertisement for Bids Page AB-3 - Delivery of Proposal

CIVIL RIGHTS ACT OF 1964

The LPA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Federal Department of Transportation (49 C.F.R., Part 21), issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin.

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 on federally assisted projects shall be permitted. However, in the case of DBE's, second tier subcontracts will only be permitted where the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the Engineer.

CODE OF FEDERAL REGULATIONS

Title 23 - Highways

Volume: 1

Date: 2013-04-01

Original Date: 2013-04-01 Title: Section 635.109 - Standardized changed condition clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart A - Contract Procedures.

§ 635.109

Standardized changed condition clauses.

- (a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project, including construction services contracts of CM/GC projects, approved under 23 U.S.C. 106:

(1) *Differing site conditions.*

- (i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
- (ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
- (iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the State DOT's at their option.)

(2) *Suspensions of work ordered by the engineer.*

- (i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
- (ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
- (iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- (iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(3) *Significant changes in the character of work.*

- (i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily

complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

- (ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
- (iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
- (iv) The term "significant change" shall be construed to apply only to the following circumstances:
 - (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

- (1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.
 - (2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.
- (c) In the case of a design-build project, State DOTs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.
- (d) For ID/IQ projects, State DOTs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses, as appropriate.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002; 81 FR 86943, Dec. 2, 2016; 85 FR 72931, Nov. 16, 2020]

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.

SUBCONTRACTOR PAYMENTS

Prime contractor payment to subcontractors and material suppliers must be made within a minimum of 30 days from the receipt of payment from LFUCG.

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.

February 1, 2023

**SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA)
ACT – EFFECTIVE 10/26/23**

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 required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

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

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

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

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

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

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

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: 4/30/2025

Contractor: L-M Asphalt Partners, LTD. DBA ATS Construction

Signed by:
Signature: Brian R. Billings
B304850F6353428

Printed Name: Brian R. Billings

Title: President

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.

END OF SECTION

Attachment A

EM Equipment

Equipment Code	Description	VIN/Serial #
01LT6106	CHEVY 2500 4X2 FLATBED****SOLD****	1GCGC24U13Z226854
01LT6133	TOYOTA TUNDRA CREWMAX 4X4 PICKUP	5TFDW5F14DX274182
01LT6134	2015 FORD F-250 2 WHEEL-DRIVE	1F17X2A63FA47169
01LT6135	2015 FORD F-250 2 WHEEL-DRIVE	1F17X2A63FA47170
01LT6136	2011 GMC SIERRA C15	1GTN1T1X4H2246283
01LT6138	2015 CHEVROLET 2500 HD 4X2	1GC2KUEG0FZ121158
01LT6140	2015 CHEVROLET SILVERADO 2500HD 4X2	1GC2KUEG0FZ527889
01LT6141	2016 CHEVY SILVERADO 2500HD	1GC2KUEG7GZ143601
01LT6142	2016 CHEVROLET 2500 HD PICKUP	1GC2KUEG3GZ205897
01LT6143	2016 CHEVY 2500 HD	1GC2KUEG9GZ235373
01LT6144	2016 CHEVY 2500 HD	1GC2KUEG8GZ236630
01LT6145	2016 CHEVY 2500 HD	1GC2KUEG6GZ233659
01LT6146	2016 CHEVY 2500 HD	1GC2KUEG0XG235401
01LT6147	2016 CHEVY 2500 HD	1GC2KUEG4GZ236530
01LT6148	2016 CHEVY SILVERADO 2500HD	1GC2KUEG2GZ225574
01LT6149	2016 CHEVY SILVERADO 2500HD	1GC2KUEG0GZ208532
01LT6150	2016 CHEVROLET 2500HD 4X4 W/ LADDER RACK	1GC2KUEG6GZ393282
01LT6152	2013 CHEVROLET SILVERADO 1500	1GCRKNE78DZ354403
01LT6154	2013 CHEVROLET CREW CAB	1GCRKVC30DF197687
01LT6158	2015 FORD F-150 XL 2-DOOR	1FTFX1ED5FPH21833
01LT6159	2018 CHEVROLET EXT CAB 1500	1GCVKRD3C5Z133471
01LT6160	2017 CHEVROLET 2500HD	1GC2KUEG1HZ359154
01LT6162	2018 CHEVROLET 2500	1GC2KUEG0JZ300196
01LT6163	2018 TOYOTA TACOMA SR5	5T1SZ5AN5JX145114
01LT6165	2018 FORD F-150 XL	1FTFX1E59KDJ79313
01LT6166	2018 CHEVROLET 2500HD	1GC2KUEG2JZ303522
01LT6169	2012 FORD F-250	1FTBF2162CED20240
01LT6170	2019 CHEVROLET 1500	1GCPYCEP3KZ349164
01LT6171	2019 CHEVROLET 1500 LTZ	1GCRYGDSKZ350971
01LT6172	*****SOLD*****2019 CHEVROLET 1500 LTZ	1GCRYGDSKZ349693
01LT6173	2019 CHEVROLET COLORADO	1GCHSBEA3K1297420
01LT6174	2019 CHEVROLET SILVERADO 1500	1GCRYAEH2KZ369218
01LT6175	2019 CHEVROLET SILVERADO 1500	1GCRYAEH2KZ369235
01LT6176	2019 CHEVROLET SILVERADO 1500	1GCRYAEH0KZ369881
01LT6177	2019 CHEVROLET SILVERADO 1500	1GCRYAEH4KZ371648
01LT6178	2019 FORD F-250 4 X4	1FT7X2D63KEF57182
01LT6179	2019 FORD F-250	1FT7X2A69KEF57181
01LT6180	2019 CHEVROLET COLORADO	1GCHSBEA3K1294739
01LT6183	2020 CHEVROLET SILVERADO 1500	1GCPYAEH1JLZ295423 1GCPYAEH1JLZ295423
01LT6184	2020 CHEVROLET SILVERADO	1GCPYAEH2LZ295386
01LT6185	2020 CHEVROLET SILVERADO 1500	1GCPYAEH1JLZ296543
01LT6186	2020 CHEVROLET SILVERADO 1500	1GCPYAEH3LZ296689
01LT6187	2021 CHEVROLET 2500HD	1GC1YLE77MF137461
01LT6188	2021 CHEVROLET 2500HD	1GC1YLE74MF137448
01LT6189	2021 CHEVROLET 1500 CREW CAB	1GCUYDEH7MG199420
01LT6191	2015 CHEVROLET SILVERADO 2500	1GC2KUEG4FZ532329
01LT6192	2018 CHEVROLET SILVERADO 2500	1GC2KUEG6JZ296655
01LT6193	2016 DODGE RAM 2500	3C6TR5CT0CG264421
01LT6194	2021 CHEVROLET SILVERADO 1500	1GCUYEEL1MZ439929
01LT6195	2021 FORD F-150	1FTFX1E55MKF13383
01LT6196	2021 FORD F-150	1FTFW1E83MKF13380
01LT6211	2020 CHEVROLET TAHOE	1GNSKAKC6L221156
01LT7102	2010 Ford	1FMEU5BE4AUF04119
01LT7104	2005 CHEVY SILVERADO	1GCEC14V15Z103049
01LT7110	2014 FORD F-250	1FT7W2H68EJB50149
01LT7111	2015 CHEVY PICKUP	1GC1KUEG0FF185488
01LT7112	2015 CHEVY PICKUP	1GC2KUEG2FZ140085
01LT7113	2013 CHEVY SILVERADO	1GCRKSE71DZ283643
01LT8117	CHEVY COLORADO	1GCCS14998K155526
01LT8132	CHEVROLET 2500 4X4 EXT CAB	1GC2KUEG0CZ27772
01LT8133	CHEVROLET SILVERADO CREW	1GC1KVC03BF265290
01LT8134	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP TRUCK	5TFDW5F14DX274019
01LT8136	2013 TOYOTA TUNDRA CREW MAX 4X4 PICKUP	5TFDW5F13DX286095
01LT8138	2013 CHEVROLET SURVEY TRUCK	1GC2KVC62DZ304003
01LT8139	2013 CHEVROLET 2500 TRUCK	1GC2KVC63DZ295412
01LT8140	2015 CHEVY SILVERADO	1GC2KUEG3FZ130407
01LT8142	2015 CHEVROLET SILVERADO 2500HD 4WD	1GC2KUEG9FZ527961
01LT8150	2015 CHEVROLET 2500 HD	1GC2KUEG0FZ536838
01LT8151	2015 CHEVROLET 2500 HD	1GC2KUEG4FZ537488
01LT8152	2015 CHEVROLET 2500 HD	1GC2KUEG9FZ527521
01LT8153	2017 CHEVY 2500 4X4	1GC1KUEG71F198662
01LT8154	2020 CHEVROLET SILVERADO 2500HD	1GC1YLE71LF310454
01LT8155	2020 CHEVROLET SILVERADO 2500HD	1GC1YLE70LF310476
01LT8156	2022 CHEVROLET SILVERADO 2500HD	1GC2YLE72NF116359
01LT8157	2022 CHEVROLET SILVERADO 2500HD	1GC5YLE75NF231664
01LT8184	2022 FORD F-150 XL 4WD SUPER	1FTFW1E57NFA44701
01LT8186	CHEVY 2500	1GC1K24050E208346
01LT8214	2006 FORD E350 PASSENGER VAN SILVER	1FBSS31L06DA77261
01PV1443	2008 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDWF36528EA71143
01PV8427	2007 FORD F-350 REGISTERED AS SHAMROCK INTERNATIONAL	1FDWF36587EA58427
01TK6211	FORD F350 DUMP TRUCK	1FDWF3643XMA19503
01TK6213	FORD F350 4X2 FLATBED	1FDFA50186ED92253
01TK6215	2015 FORD F-550 CREW TRUCK	1FDX5J110FEC57187
01TK6220	2017 FORD F-250 SERVICE TRUCK	1FDBF2A67HEC82279

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01.TK6221	2017 FORD F-250 SERVICE TRUCK	1FD0F2A63HEC82280
01.TK6222	2018 FORD F450 4X2 FLATBED TRUCK	1FD0X4G4T4JEC46701
01.TK6223	2019 FORD F450 4X4 FLATBED CREW TRUCK	1FD0UF4H1T4KEG58735
01.TK7214	2008 FORD F550 FLATBED	1FDAF56R781A76458
01.TK7217	2013 DODGE RAM PARTS RUNNER	3C7WRMBL3DX320123
01.TK7218	2002 FORD F650	1FDWF65B62MA28080
01.TK7219	2004 FORD F350	1FDWF36LX4EA61663
01.TK7220	1995 GMC TOP KICK	1GDK711J9SJ519082
01.TK8209	FORD F450 STEAM	1FDXF46EXX3J40646
01.TK8210	FORD F550 FLATBED	1FDAF57F02EB50461
01.TK8212	CHEVY 3500 POWDER TRUCK	1GBJK34133E125300
01.TK8213	CHEVROLET SILVERADO 3500 FLATBED	1GCJK33698F146464
01.TK8214	FORD F250 4X2 4 DOOR	1FTSW2A52AEA03225
01.TK8216	2016 FORD F450 EXT CAB W/UTILITY BED	1FD0X4G4T3GEC04996
01.TK8217	2017 CHEVY 3500 UTILITY BED	1GBK4CYCY5H132678
01.TK8218	2017 CHEVY 3500 W/UTILITY BED	1GB4CYCY9HF132664
01.TK8219	1994 GMC TOPKICK FLATBED	1GDK711J5R5J20613
01.TK8220	2018 FORD F-450 UTILITY BED TRUCK	1FD0X4H3T3JEC8730
03.TR6808	CUSTOM TRAILER	1KX43154XX1003356
03.TR6809	BIG TEX TAMDEN 14X6 BARREL TRAILER	16VNX162972C73900
03.TR6811	BIG TEX TAMDEN 18X7 TRAILER	4211D1H2975002652
03.TR6812	SMALL WATER TANK TRAILER	TR6812
03.TR6814	2007 BIG TEX 30LA TANDEM TRL-SHOP PRESSURE WASHER	16VNX122072C59874
03.TR6816	GATOR TAMDEN 7X20 TRAILER	4211H02029A8012218
03.TR6817	GATOR TAMDEN 7X20 TRAILER	4211H02022A8013341
03.TR6818	2015 GATOR MADE TRAILER	4Z1HD02028F8015361
03.TR6819	2015 GATOR MADE TRAILER	4Z1HD02026F8015360
03.TR6820	6 X 12 GATORMADE STEAMER TRAILER w/ MM8198	4Z1UA1228HS036325
03.TR6821	5X10 WALK BEHIND SAW TRAILER	4Z1UA1013FS017639
03.TR6822	6M 16FT UTILITY TANDEM AXLE TRAILER	
03.TR6823	6M 10FT UTILITY SINGLE AXLE TRAILER	
03.TR6824	4' X 7' TRAILER WITH WATER TANK	
03.TR6825	GATORMADE 18-3 EQUIPMENT TRAILER W/ RAMPS	4Z1HD2123LS004679
03.TR6826	GATORMADE 16FT TRAILER	4Z1PB1629LS004576
03.TR6827	GATORMADE 16FT TRAILER	4Z1PB1627LS004575
03.TR6828	ECONOLINE 16FT TRAILER	4ZEDBCG22K100235
03.TR6829	LONEWOLF SINGLE AXLE TRAILER	4P7UG1210LF073119
03.TR6830	2007 UNITED EXPRESSLINE AIR TEST TRAILER	48BTE12187A091247
03.TR6831	GATORMADE 16FT TANDEM AXLE TRAILER	4Z1UA162XK5004428
03.TR6832	GSTORMADE 8FT SINGLE AXLE TRAILER	4Z1UA1019KS000385
03.TR6833	HOMESTEADER 5X8 TRAILER	51ABE0812NN105757
03.TR6840	HOMEMADE SLURRY SEAL BRUSH TRAILER	KY144236
03.TR7900	WEIJS CARGO UTILITY TRAILER	1WC200E2341107267
03.TR7901	GATOR MADE TRAILER	4Z1UA162TDS005003
03.TR7910	CORE MACHINE TRAILER WITH PREDATOR GENERATOR	157A15070081920X(GEN.) & 0999440(C.M.)
03.TR7920	HOMEMADE BARREL TRAILER	KYT44003
03.TR8807	SINGLE AXLE 5 X10 TRAILER	N/A
03.TR8809	HOMEMADE TAMDEN 16X6 TRAILER	KYT23010
03.TR8810	TAMDEN 16X6 TRAILER	KYT37865
03.TR8814	HOMEMADE SINGLE 12X5 TRAILER	KYT38488
03.TR8815	HOMEMADE TAMDEN 6X16 TRAILER	KYT38487
03.TR8817	HOMEMADE SMALL WATER TANK TRAILER	0890061
03.TR8818	STIGER GOOSENECK TAMDEN 18X7 TRAILER	159F718234K087167
03.TR8819	STIGER 16' GOOSE NECK TRAILER	159F7182294K087190
03.TR8820	STIGER 16' GOOSE NECK TRAILER	159F718214K087197
03.TR8821	STIGER TAMDEN 16X6 PIN TRAILER	159F516214K087217
03.TR8826	SINGLE 12X6 TRAILER	4YTMUL12139XG20197
03.TR8828	GATORMADE 16FT UTILITY TRAILER	4Z1UA1628LS003506
03.TR8829	EZ TRAIL 1074 PIPE TRAILER	1J20203
03.TR8875	16' UTILITY TRAILER	1ASUS16296S048623
03.TR8876	PIPE TRAILER	
03.TR8877	GATORMADE UTILITY TRAILER 6X16	4Z1UA1625CS021381
03.TR8878	GATORMADE UTILITY TRAILER 6X20 W/RAMP GATE	4Z1UA2021CS021893
03.TR8879	PIPE COIL TRAILER	32N12
03.TR8880	Silver Tool Trailer (Concrete Crew)	
03.TR8881	PACE AMERICAN CARGOSPORT BOX TRAILER	40LUB1420XP05377
03.TR8882	Homemade Tow-Behind Pipe Trailer	N/A
03.TR8883	2021 SURE-TRAC TRAILER 102 X 24	5JW1U2429M330007
03.TR8884	2021 DIAMOND T TRAILER	5FW7US1621MR027423
04.TR6801	FONTAINE 55 TON WEDGE LOWBOY TRAILER	13NE5240923514794
04.TR6802	LETTYRE BLACKHAWK 55 TON LOWBOY TRAILER	1E92819043E111006
04.TR6805	Trail King Lowboy	1TKJ0493X3H012912
04.TR6807	TRAILMAX T-12-UT TRAIL	1G9KS21272A065560
04.TR6815	CRONKHITE 4800 6' X 14' TRAILER	473482322V1110715
04.TR6850	2019 LANDOLL TRAILER	1LH445U00K1H26411
04.TR6851	FONTAINE TRAILER	57JE5330XL3577563
04.TR6852	4TH AXLE FOR TR6851	57JMO5101M35P1869
04.TR6853	2022 LANDOLL TRAILER	1LH440WHDN1B33306
04.TR7803	DORSEY DUMP TRAILER	1HW-12558 33DATR17
04.TR7806	1971 FRUEHAUF TRAILER	EWA374803
04.TR7808	ROGERS 35 TON LOWBOY (PAVING)	1RBJ148209MAR21579
04.TR7809	1995 AZTEC DROP DECK TRAILER*****SOLD*****	1A9BR4B34SM100552
04.TR7810	1979 STRICK TRAILER	229147
04.TR7812	TRAFFIC CONTROL TRAILER	46CFB162377M002410
04.TR7813	89 CHEROKEE FLAT TRAILER	7734

EM Equipment

04 TR7814	ECONOLINE 6 TON TAG TRAIL-1997	42ETPB329V1004348
04 TR7815	45 FT. FRUEHAUF VAN TRAILER	CTIS193461
04 TR7816	45 FT. FRUEHAUF VAN TRAILER	10PK482265
04 TR7817	1983 HOBBS TRAILER	11HS04452028013204
04 TR7819	2000 FONTAINE TH-55 TRAILER	4LF453332Y3509893
04 TR7820	1984 GREAT DANE TRAILER	1GRFA9621ES137602
04 TR7821	1984 FRUEHAUF TRAILER	1HE2V0482XEA012622
04 TR7822	1991 TRAILMOBILE TRAILER	1P1TF7A7H0M6005262
04 TR7823	2002 LIDDELL M-75 4-AXLE TRAIL	1L9SL634321236164
04 TR7824	1986 GREAT DANE TRAILER	1GRDM9026GMJ26901
04 TR7825	1962 FRUEHAUF TRAILER	MEB140101
04 TR7826	1988 TRANSRAFT TRAILER	1TTT45202102964
04 TR7828	LANIKOLL TRUCK TRAILER	1LH660UHF221B12466
04 TR7829	1985 GREAT DANE TRAILER	1GRFA962XFB130112
04 TR7830	1987 GREAT DANE TRAILER	1GRDM9020HMD10601
04 TR7831	ECONOLINE 7 TON 24' TRAILER	42ETPG2251001159
04 TR7832	GATOR 16' UTILITY TRAILER	4Z1UA1627ES012197
04 TR7833	GATOR 16' TRAILER	4Z1CB1620ES007450
04 TR7834	2000 FONTAINE JEEP DOLLIES	4LFSN0511Y3509734
04 TR7836	FONTAINE LOWBOY TRAILER 1994	4LF457752R35036514LF3N2627R3503447
04 TR7837	1948 TRAILKING LOWBOY	1TKSA04622JMI10152
04 TR7839	2003 LOAD KING 55 TON LOWBOY	5LKL4935931024620
04 TR7840	1995 FONTAINE 60 TON QUAD	4LF45734535303601
04 TR7841	1998 TRAIL KING DROP DECK	1TKA04621WMI90018
04 TR7901	1982 TRAILMOBILE ASPHALT TANK	1P1TF43E7B4003318
04 TR7902	1948 POLAR ASPHALT TANKER	1P1MC142292009409
04 TR7904	1948 POLAR ASPHALT TANKER	1P1MC142272009408
04 TR7905	1992 FRUEHAUF ASPHALT TANKER	1H4T0132XN020407
04 TR7907	1995 ETNYRE ASPHALT TANKER	1L9T44206SE007210
04 TR7908	2015 ETNYRE 7250 GALLON TANKER	1E9178815FE007171
04 TR7909	1992 ETNYRE TANKER	1E9144207ME007073
04 TR7910	1977 TRAILMOBILE ASPHALT HAULER	540057
04 TR7911	1978 TRAILMOBILE	541577
04 TR7912	1977 TRAILMOBILE ASPHALT HAULER	N41055
04 TR7913	1977 TRAILMOBILE ASPHALT HAULER	UNSS07811
04 TR7914	1977 AMCC ASPHALT HAULER	1P1MC14220F2007085
04 TR7915	2022 MAC HOT PRODUCTS TANK	558mra324nxx007541
04 TR7916	2022 ETNYRE ASPHALT TANKER	1L9T97969NE067283
04 TR7917	2022 ETNYRE ASPHALT TANKER	1E9T97978NE067297
04 TR8005	TRAIL KING 50 TON LOWBOY TRAILER	1TKJD1K851010080
04 TR8006	TRAIL KING 70 TON LOWBOY TRAILER	1TKS0051251001935219351 (2 NUMBERS)
07 TK6251	FORD F450 MECHANIC TRUCK	1FDXF46P75ED35268
07 TK6254	FORD F750 MECHANIC TRUCK	3FRWX75H1HNV66469
07 TK6255	2015 KENWORTH T270 MECHANICS TRUCK	2NKKJ1D1M6X2134353160
07 TK6256	2022 KENWORTH T370 MECHANICS TRUCK	2NKHBM7X7NM143476
07 TK7254	2006 KENWORTH T300 TRUCK	2NKM1D7X96M159257
07 TK8252	FORD F550 MECHANIC TRUCK	1FDJA157R95EA17105
07 TK8258	2009 HINO 338 MECHANICS TRUCK***SOLD***	5PYNV8JM894S50163
07 TK8259	2010 KENWORTH T270 MECHANICS TRUCK	2NKHBM6XCAM261944
07 TK8260	2006 KENWORTH T300 MECHANICS TRUCK	2NKM1D7X96M159845
07 TK8261	2007 PETERBILT 335 MECHANICS TRUCK	2NQL1HD7X57M581407
07 TK8262	2001 PETERBILT MECHANIC TRUCK	2NPN1D7X81M555347
07 TK8263	2021 KENWORTH MECHANIC TRUCK	2NKHBM7X9NM437279
07 TK8264	MECHANIC TRUCK - 2005 FORD F650 (WAS WCM 07.20722)	3FRWX65H05V136071
07 TK8265	MECHANICS TRUCK - 2004 KENWORTH (WAS WCM 07.04284)	2NKHBM7X54M064286
07 TK8266	WELDING TRUCK - 2017 DODGE (WAS WCM 07.17733)	3C7WRNDL71K623773
10 CR8070	GROVE RT40B CRANE	71732
12 FK6550	SKYTRAK 6036-48 FORKLIFT	016000R272
12 FK6560	CAT DP45 FORK LIFT	5CN00201
12 FK6561	CAT V30 FORKLIFT	AT9003075
12 FK6562	MITSUBISHI FG30N FORKLIFT (WAREHOUSE)	AF83F30381
12 FK7550	YALE FORKLIFT	N526628
12 FK7551	YALE FORKLIFT GP110	C815V02346Z
12 FK7553	IR FORKLIFT R170611-199	164327
12 FK7554	IR FORKLIFT RT306G-1997	153443
12 TR8560	HYSTER FORKLIFT	11177144108A
12 FK8562	TOYOTA PROPANE FORK LIFT	14890
12 ML6011	GENIE S80 4 X 4 AERIAL LIFT (MAN LIFT)	2658
12 ML6012	GENIE S60 MAN LIFT	560XCH146211
12 ML6013	GENIE S60 MANLIFT	560XCH146219
12 ML8010	2000 GENIE SCISSOR LIFT	31887
12 ML8011	GENIE GS2668 RT SCISSOR LIFT	Q5608-51816
13 BR6532	BROCE RT-350 BROOM	403193
13 BR6534	SUPERIOR BROOM DT80CT	407608
13 BR6535	SUPERIOR DT80J BROOM	413648
13 BR6538	BROCE RCT 350 BROOM	411623
13 BR6539	BROCE RCT 350 BROOM	411624
13 BR6540	BROCE RCT350 BROOM	412032
13 BR6541	BROCE RCT350 BROOM	412033
13 BR6590	TENNANT 8210 STOP SWEEPER	4210-1482
13 BR7537	BROCE BROOM	404207
13 BR7540	SUPERIOR DT80J BROOM	403057
13 BR8531	WALDON SM 250 SWEEPMASTER ROAD BROOM	28297-011 OR 28397-011
13 BR8534	SUPERIOR 8FT BROOM	408742
13 BR8535	SUPERIOR DT74J BROOM	414847

EM Equipment

13.HB8536	SUPERIOR DT74U BROOM	817558
13.HB8537	SUPERIOR DT80K CENTER MOUNTED BROOM	817751
13.TK8382	FREIGHTLINER FL70 ELGIN SWEEPER TRUCK BROOM BEAR	117448A2YHF15293
14.DZ7011	KOMATSU D39EX-21 DOZER	1118
14.DZ7014	CAT D6GLP DOZER (AT GREEK)	LCFF00672
14.DZ7020	CAT D6KXL DOZER W/GPS	FBI02668
14.DZ8011	CAT D9R DOZER	ABK00687
14.DZ8013	CAT D8T DOZER W/GPS	KPZ00393
14.DZ8020	CAT D5M LGP DOZER	CR01860
14.DZ8021	CAT D5N LGP DOZER	AKD00295
14.DZ8040	CAT D6R XL DOZER	SLN00604
14.DZ8042	CAT D6N LGP DOZER W/GPS	ALY02602
14.DZ8043	CAT D6N LGP DOZER W/GPS	ALY03079
14.DZ8044	CAT D6N LGP DOZER W/GPS	ALY03168
14.DZ8060	CAT D8R II DOZER	6YZ00350
14.DZ8061	CAT D8R II DOZER	6YZ00392
14.DZ8062	CAT D8R II DOZER	6YZ00717
14.DZ8063	CAT D8R II DOZER	6YZ00916
14.DZ8064	CAT D8R II DOZER	6YZ01073
14.DZ8065	CAT D8R II DOZER	6YZ01279
14.DZ8066	CAT D8R II DOZER	6YZ01405
14.DZ8067	CAT D8R II DOZER	6YZ01645
14.DZ8069	CAT D8R II DOZER	6YZ01776
14.DZ8070	CAT D8R II DOZER	6YZ01813
14.DZ8072	CAT D8T DOZER W/GPS	KPZ00824
14.DZ8073	CAT D8T DOZER W/GPS	KPZ00914
14.DZ8074	CAT D8T DOZER W/GPS	J8B00572
14.DZ8075	CAT D8T DOZER W/GPS	KPZ01030
14.DZ8076	CAT D8T DOZER W/GPS	KPZ01243
14.DZ8091	CAT D10R PUSH DOZER	JKR00728
14.DZ8092	CAT D10R PUSH DOZER	JKR75033
14.DZ9050	CAT D6R XL DOZER W/ JERSEY BOX	SLN02103
15.SCR212	CAT 631E SCRAPER	1AB01460
15.SCR213	CAT 631E SCRAPER	1AB01461
15.SCR214	CAT 631E SCRAPER	1AB01462
15.SCR215	CAT 631E SCRAPER	1AB01389
15.SCR216	CAT 631E SCRAPER	1AB01407
15.SCR225	CAT 631G SCRAPER	CLR00409
15.SCR226	CAT 615C PADDLE PAN SCRAPER	9XG01892
15.SCR227	CAT 631E SCRAPER	1AB01505
15.SCR228	CAT 631E SCRAPER	INB00914
15.SCR229	CAT 631E SCRAPER	INB00921
15.SCR230	CAT 631E SCRAPER	INB00923
17.LD8882	CAT 963C TRACK LOADER W/CLEARING FORK & GRAPPLE	2DS02692
17.LD8883	CAT 963C TRACK LOADER	2DS03065
17.LD8884	CAT 963C TRACK LOADER	BBD01542
17.LD8885	CAT 963C TRACK LOADER	BBD01246
17.LD8886	CAT 963C TRACK LOADER	BBD02401
23.LD6604	980T WHEEL LOADER	IMS02230
23.LD6606	980M WHEEL LOADER	KRS00378
23.LD6607	972M LOADER	ARF00615
23.LD6608	972M WHEEL LOADER	LSJ02029
23.LD6609	972M WHEEL LOADER	LSJ02036
23.LD6610	CAT 980G WHEEL LOADER	2KR02564
23.LD6611	CAT 980K WHEEL LOADER	TWX00401
23.LD6612	WA500-3 KOMATSU WHEEL LOADER	A72430
23.LD7601	WA500-3L WHEEL LOADER	A70528
23.LD7602	966G CAT WHEEL LOADER	JSW00449
23.LD7603	966G CAT WHEEL LOADER	JSW00351
23.LD7604	950G CAT WHEEL LOADER	AXX01427
23.LD7605	966G WHEEL LOADER	JSW00262
23.LD7606	WA450-5L WHEEL LOADER	A36389
23.LD7609	WA500-1LC WHEEL LOADER	A60062
23.LD7610	IT28G TOOL CARRIER	BCR02774
23.LD8802	IT28B WHEEL LOADER	11IF02343
23.LD8804	IT28F WHEEL LOADER	6FN00335
23.LD8806	IT28G WHEEL LOADER	BCR00162
23.LD8807	IT28G WHEEL LOADER	BCR03543
23.LD8808	IT28G WHEEL LOADER	BCR03791
23.LD8821	IT930G WHEEL LOADER	TWR02306
23.LD8822	IT930G WHEEL LOADER	TWR02434
23.LD8823	926M WHEEL LOADER	LTED00447
23.LD8824	930M WHEEL LOADER	KTG003841
23.SK6719	248B SKID STEER RUBBERTIRE HIGH FLOW - MILLING	SLC01778
23.SK6720	279D XPS SKID STEER	GTLO5584
23.SK6721	259D SKID STEER	FTL14554
23.SK6722	259D SKID STEER	FTL17049
23.SK6723	216 CAT SKID STEER	HNZ05614
23.SK7720	CAT 257 SKID STEER (BIZZACK SHOP)	SLK00397
23.SK7725	SK-815-5N SKID STEER	A30007
23.SK8719	246B SKID STEER RUBBERTIRE*****SOLID*****	PA102742
23.SK8726	279C SKID STEER TRACK	MBT00924
24.BH6501	CASE 580SL BACKHOE RUBBERTIRE	JJG0268381
24.BH6504	CAT 420F2 BACKHOE	FWC03935
24.BH7505	KOMATSU WB-140 BACKHOE	A21567

EM Equipment

241017508	CATERPILLAR 430E BACKHOE	SWC00493
241018501	CAT 416C 1T RUBBER TIRE BACKHOE	1WR08273
241018503	CAT 416C RUBBER TIRE BACKHOE	5YN06635
241018504	CAT 416C RUBBER TIRE BACKHOE W/HAMMER	5YN06907
241018507	CAT 420D RUBBER TIRE BACKHOE	FDP00350
241018510	CAT 420D RUBBER TIRE BACKHOE	FDP12767
241018511	CAT 420D RUBBER TIRE BACKHOE	FDP15126
241018512	CAT 420D RUBBER TIRE BACKHOE	FDP15127
241018513	CAT 420D RUBBER TIRE BACKHOE	FDP15178
241018514	CAT 420D 1T RUBBER TIRE BACKHOE	BLN10759
241018515	CAT 420D 1T RUBBER TIRE BACKHOE	BLN10681
241018516	CAT 430E 21T BACKHOE	1W000362
241018518	CAT 420E 21T BACKHOE	1W002910
24FM0012	JOHN DEERE 5420 TRACTOR	LVS420P46102
24FM0013	JOHN DEERE 6430 TRACTOR	L064301662648
26RT8610	CAT 773F ROCK TRUCK	EED01074
26RT8611	CAT 773F ROCK TRUCK	EED01075
26RT8612	CAT 773F ROCK TRUCK	EED01076
26RT8614	CAT 773B ROCK TRUCK	63W04536
26RT8615	CAT 773B ROCK TRUCK	63W04515
27AT8610	CAT 730 ARTICULATED DUMP TRK	AGF00786
27AT8611	CAT 730 ARTICULATED DUMP TRK	AGF00787
27AT8612	CAT 730 ARTICULATED DUMP TRK	AGF00788
27AT8613	CAT 730 ARTICULATED DUMP TRK	AGF00814
27AT8614	CAT 730 ARTICULATED DUMP TRK	AGF00815
27AT8615	CAT 730 ARTICULATED DUMP TRK	AGF00661
27AT8616	CAT 730 ARTICULATED EJECTOR	BTW00162
27AT8618	CAT 730 ARTICULATED EJECTOR	BTW00177
27AT8619	CAT 730 ARTICULATED EJECTOR	BTW00234
27AT8620	CAT 730 ARTICULATED EJECTOR	BTW00235
27AT8647	CAT 740 ARTICULATED EJECTOR	BTW00318
27AT8648	CAT 740 ARTICULATED EJECTOR	BTW00389
27AT8649	CAT 745 ARTICULATED DUMP TRK	BTW00820
27AT8650	CAT 745 ARTICULATED DUMP TRK	BTW00821
27AT8651	CAT 745 ARTICULATED DUMP TRK	BTW00830
27AT8652	CAT 745 ARTICULATED DUMP TRK	BTW00831
291BR8405	NPK 110E RAM HAMMER 8,000 L.B.	34447
291BR8409	NPK 120S 110E RAM HAMMER 1,300 L.B.	71852
291BR8410	NPK 1220 110E RAM HAMMER 8,000 L.B.	76117
291BR8411	NPK 1220 110E RAM HAMMER 8,000 L.B.	75240
291BR8413	NPK 1207 110E RAM HAMMER 2,000 L.B.	85699
291BR8414	NPK 1218 110E RAM HAMMER 12,000 L.B.	109112
291BR8415	TRX HBT50 HYDRAULIC SKID STEER HAMMER	
291BR8416	PALADIN SH500 SKID STEER HAMMER ATTACHMENT	18D855
291BR8417	KENT K1-4 SKID STEER HAMMER ATTACHMENT (BUILT ON 6/12/20)	9173
291BR8418	CAT 11130ES HYD HAMMER	HRF00K23
30GR6421	LEEDBOY 685 MOTOR GRADER	360
30GR6423	CAT 12H MOTOR GRADER W GPS	AMZ00644
30GR6424	CAT 12H MOTOR GRADER	AMZ00944
30GR7420	CAT 12H MOTOR GRADER	AMZ00954
30GR7421	CAT 12H MOTOR GRADER	4XC01808
30GR7422	CAT 12H MOTOR GRADER	AMZ01303
30GR7424	CAT 12G MOTOR GRADER	61M15340
30GR7425	CAT 12G MOTOR GRADER	61M08046
30GR8420	CAT 16G MOTOR GRADER	93U03490
30GR8421	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00960
30GR8422	PIAT P665C MOTOR GRADER	85S05140
30GR8423	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ00498
30GR8424	CAT 14H MOTOR GRADER W/SONICMASTER	7WJ01285
30GR8425	CAT 14H MOTOR GRADER W GPS	7WJ01968
30GR8426	CAT 14H MOTOR GRADER W/GPS	ASE01090
30GR8427	CAT 14H MOTOR GRADER W GPS	ASE01497
31EX7525	CAT 312CL EXCAVATOR	CBA03860
31EX8520	CAT 325BL EXCAVATOR 110E RAM W/HAMMER	2JR01626
31EX8521	KOMATSU PC290LC-11 EXCAVATOR W/ GPS	A27081
31EX8525	CAT 345B LME EXCAVATOR	AGS00832
31EX8526	CAT 325CL EXCAVATOR W/THUMB & HAMMER	BFE00180
31EX8529	CAT 325CL EXCAVATOR 110E RAM W/HAMMER	BFE00853
31EX8530	CAT 325CL EXCAVATOR W/HAMMER	CRB00971
31EX8531	CAT 345BL ME II EXCAVATOR	AGS02329
31EX8532	CAT 325CL EXCAVATOR 110E RAM W/HAMMER	CRB00976
31EX8533	CAT 325CL EXCAVATOR W/ MULCHING ATTACH	CRB00987
31EX8534	CAT 325CL EXCAVATOR	BFE01641
31EX8535	CAT 330CL EXCAVATOR	DKY03554
31EX8536	CAT 330CL EXCAVATOR	KDD01057
31EX8537	CAT 312CL EXCAVATOR W/HAMMER	CBA02416
31EX8538	CAT 330DL EXCAVATOR	MWP01039
31EX8539	CAT 325DL EXCAVATOR	PAL00335
31EX8540	CAT 325DL EXCAVATOR	PAL00401
31EX8541	CAT 345C EXCAVATOR W/ HAMMER	PJW01928
31EX8542	CAT 325DL EXCAVATOR	A3R01072
31EX8543	CAT 325DL EXCAVATOR	A3R01064
31EX8544	CAT 312CL EXCAVATOR	CBA04501
31EX8545	KOMATSU PC800LC-8 EXCAVATOR	55225
31EX8546	CAT 336EL EXCAVATOR W/ GPS	FJH02262

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11 EXX548	2018 KOMATSU PC360LC-11 EXCAVATOR	A36672
11 EXX549	CAT 336F EXCAVATOR W/ GPS	DKS00227
11 EXX551	CAT 323F LCR EXCAVATOR W/ HAMMER	NDJ20146
34 A18813	PRO-TEC 2200-SF ARROW BOARD	256AB03
34 MM7283	MESSAGE BOARD	6489
34 MM7284	ADDCO MESSAGE BOARD	585454
34 MM8283	VER-MAC MESSAGE BOARD	2S9US412SES132607
34 MM8284	VER-MAC MESSAGE BOARD	2S9US412SES132617
34 MM8285	VER-MAC MESSAGE BOARD	2S9US412SES132618
34 MM8286	VER-MAC MESSAGE BOARD	2S9US412SES132619
34 MM8287	ADDCO DH 1000 MESSAGE BOARD	589286
34 MM8288	ADDCO 1000 ALS MESSAGE BOARD	585610
34 MM8289	ADDCO DH 1000 MESSAGE BOARD	587806
34 MM8290	ADDCO 1000 ALS MESSAGE BOARD	590835
34 MM8291	ADDCO DH 1000 ALS MESSAGE BOARD	585608
34 MM8292	ADDCO DH 1000 MESSAGE BOARD	587897
34 MM8293	MESSAGE BOARD	
34 MM8294	ADDCO DH 1000 ALS MESSAGE BOARD	589285
34 MM8295	ADDCO DH 1000 ALS MESSAGE BOARD	585590
34 MM8296	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132039
34 MM8297	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132040
34 MM8298	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132041
34 MM8299	VER-MAC 3 LINE MESSAGE BOARD	2S9US4123DS132042
34 MM8300	VER-MAC 3 LINE MESSAGE BOARD	2S9US412XJS132631
34 MM8301	ALLMAND ARROW BOARD	9904D416
34 MM8302	ALLMAND ARROW BOARD	256AB03
34 MM8303	ALLMAND ECLIPSE ARROW BOARD	9904B470
34 MM8304	PROTECT O FLASH ARROW BOARD	1093406
34 MM8306	ALLMAND ARROW BOARD	0298AB02
34 MM8307	ALLMAND ARROW BOARD	9007B4119
34 MM8308	PROTECT O FLASH ARROW BOARD	A93-15-001611
34 MM8309	WANCO ARROW BOARD	5F11S1014E1004484
34 MM8310	WANCO ARROW BOARD	5F11S1012E1004485
34 MM8311	WANCO WTSF MESSAGE BOARD	5F11S1011G1006289
34 MM8312	WANCO WTSF MESSAGE BOARD	5F11S101XG1006288
34 MM8313	WANCO ARROW BOARD	5F11S1012H1005556
34 MM8314	WANCO ARROW BOARD	5F11S1014H1005557
34 MM8315	WANCO ARROW BOARD	5F11S1016H1005558
34 MM8316	WANCO ARROW BOARD	5F11S1010H1005555
34 MM8317	ADDCO FLAGGER LIGHTS	19PP0815TD405005 / S3004
34 MM8318	ADDCO FLAGGER LIGHTS	19PP0817TD405006 / S3005
41 PC7045	CMJ MAXIGRIND 460	2868
41 PC9000	ROCKCASTLE MATERIALS CRUSHING EQ	
43 PC7042	PEP PORTABLE SCREENING PLANT	001688
43 PC7043	READ SCREEN-ALL MODEL CV-150-D	00671
43 PC8044	KLEEMANN MS19Z SCREEN	K0540316
46 ZZ0102	IL&B 4,000 LB PLANT 12	
46 ZZ0103	BARBER GREEN 10,000LB PLANT 13	
46 ZZ0104	BARBER GREEN 12,000LB PLANT 14	
46 ZZ0105	BARBER GREEN 10,000LB PLANT 15	
46 ZZ0106	ASTEC DOUBLE BARREL PLANT 16	
46 ZZ0107	ASTEC 8" DOUBLE BARREL & BAGHOUSE	
46 ZZ0110	LONDON ASPHALT PLANT-LJ	
46 ZZ0112	HEATEC TAV-25E 25,000 GAL AC TANK	
46 ZZ0113	GEN-TEC 15,000 GA AC TANK	3641
46 ZZ0114	ADM RAP BIN AND FEEDER	
46 ZZ0116	ASTEC RAP CRUSHING-FEEDER SYSTEM	
46 ZZ0119	HEATEC HC-120 HELICAL COIL HEATER	H98-213
46 ZZ0120	GENTEC AGGREGATE FEED SYSTEM	C3A11119
46 ZZ0122	HERMAN GREANT DC-70 DRYER & ACCY	0010445-0096924-IN
46 ZZ0123	ASTEC SILO & DRAG CONVEYOR	89-139
46 ZZ0124	PMI HIS CRUSHER-TYCO SCREEN	3242/50-3775
46 ZZ0125	RELIABLE COLD FEED BINS (5)	1205-12162002
46 ZZ0126	ASTEC SBH-71-17 STATIONARY BAGHOUSE	03/R0029.1
46 ZZ0127	BENSHAW MOTOR CONTROL CENTER	16136-3323
46 ZZ0128	MARKLINE BATCH HOUSE MODEL 1428	71331
46 ZZ0130	GENTEC ACCU-BATCH	21239
46 ZZ0131	GENTEC ACCU-BATCH	21239
46 ZZ0132	GENTEC ACCU-LOAD	21239
46 ZZ0133	BURNER TANK & FUEL PUMP	
46 ZZ0134	OIL-HEATER EXCHANGER	
46 ZZ0135	HAUCK STAR JET 520-E	
46 ZZ0136	ASTEC INNER-OUTER SHELL DRUM	
46 ZZ0138	TURBO RAP GATOR	
46 ZZ0139	GEAR BOX DRUM	
46 ZZ0140	PM2 BLENDING SYSTEM ASTEC	
46 ZZ0145	ASTEC PORTABLE DOUBLE BARREL 07-003 PLANT 17/15	
46 ZZ0146	WINSLOW TRUCK SCALE	84-11070-11
46 ZZ0147	STAR JET BURNER SJ4580F	
46 ZZ0148	STAR JET BURNER SJ4580F	
46 ZZ0149	COLD FEED SYSTEM	
46 ZZ0150	SCREEN DEISTER USM-2414	
46 ZZ0151	ASTEC 200 TON SILO & TRAVERSE	
46 ZZ0152	ASTEC INERTIAL SEPARATOR AND TRANSITIONS	
46 ZZ0160	EXHAUST FAN ASSEMBLY 44"	

EM Equipment

50 TK6216	FORD F650 FLAT BED STEAM TRUCK	3FRWF6FC2BV369128
50 TK6217	2019 FORD F650 FLATBED TRUCK	1FDNF6CMBKDF62087
50 TK6218	2014 FREIGHTLINER M2-106 FLATBED	3ALACWDT2EDF13677
50 TK6220	2021 FORD F650 STRAIGHT FRAME	1FDNF6DCRMBDF19081
50 TK6230	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	31ANMMBML4FL039793
50 TK6231	2015 INTERNATIONAL 4300 FLATBED- TRAFFIC CONTROL	1H1TMMBML4FL054317
51 TK6361	FORD L8000 SINGLE AXLE DUMP TRUCK	1FTXK82E1TVA03542
51 TK8363	FORD F800 DUMP TRUCK SINGLE AXLE	3FEXF801KXMAC7975
51 TK8365	MACK RD68S DUMP TRUCK	1M2P324C3XM045132
52 TK6202	MACK C18613 LOWBOY	1MTA307YX6N004761
52 TK6203	2013 PETERBILT 389 TRACTOR	1XPXD40X4DD183418
52 TK7351	2002 PETERBILT 379	1XP5P8EX532D583722
52 TK7352	2001 PETERBILT 379*****SOLID*****	1XP5P4TXX1D560828
52 TK7353	1999 WESTERN STAR 4964EX	2WKEDDC73XXC930209
52 TK7354	2000 PETERBILT 379	1XP5DB0XSYN512790
52 TK7355	2005 RED PETERBILT 379	1XP5DB0X25N862132
52 TK7357	2003 PETERBILT 379- RED	1XP5DB0X93D58465
52 TK7358	2006 PETERBILT 379	1XP5DB0X66N632515
52 TK7371	1989 FORD L-9000	1FTYR90L4KVA18854
52 TK8351	FORD L19000 FUEL TRUCK	1FDZA90X9JVA27851
52 TK8352	FORD L19000 TRACTOR	1FDZA90X9SVA72712
52 TK8354	KENWORTH W900L TRACTOR	1XKWPH6X6G160415
52 TK8356	2005 STERLING L8500 W/ NATIONAL 680E 20 TON CRANE	2FZ3HAWDC35A195228
52 TK8357	2018 KENWORTH W900	1XKWP47X1U1167092
52 TK8358	2013 MACK GU333 ROLLBACK TRUCK	1M2A3C3CXDM010102
52 TK8359	2019 PETERBILT 389 LOWBOY TRUCK	1XP7Q14EXXKD613891
52 TK8360	2016 PETERBILT 389 TRACTOR	2XPXD349X3GM536328
53 TK6303	MACK C1613 WATER TRUCK	1M2AA12Y0MW011685
53 TK6304	KENWORTH T800 WATER TRUCK	1XKDDH936VK752312
53 TK7313	90 MACK WATER TRUCK (blue)	1M2AY96C3LMD005129
53 TK7315	1994 MACK WATER TRUCK	1M2AY83Y9LM005185
53 TK8305	FORD L9000 WATER TRUCK (4000 GA)	1FTY9S154SVA30457
53 TK8306	FORD TANDEM AXLE WATER TRUCK	1FDZS86F3WVA12985
53 TK8307	STERLING L77500 WATER TRUCK	2FZNAJB81XAF47144
53 TK8308	FREIGHTLINER FL80 WATER TRUCK	1FVHBXAK01HG68929
53 TK8309	INTERNATIONAL 9100 WATER TRUCK	2HSCBAHRSYC071884
53 TK8310	KENWORTH WATER TRUCK (WAS WCM 53 05362)	2NKM1D7X55M073362
54 TK6341	INTERNATIONAL 4700 DISTRIBUTOR TRUCK	1HTSCABN1YL287394
54 TK6342	FORD F750 DISTRIBUTOR TRUCK	3FKXF76P55V163576
54 TK6345	FORD F750 DISTRIBUTOR TRUCK	3FRXF75137V384899
54 TK7342	2000 ETNYRE S2000 DISTRIBUTOR (INTERNATIONAL)	111TSCABNXVE311031
54 TK7343	2004 ETNYRE DISTRIBUTOR TRUCK (STERLING)	2FZAAAK04AM42156
54 TK7344	INTERNATIONAL ASPHALT DISTRIBUTOR TRUCK	1HTZZAAN690085319
54 TK7345	1999 ETNYRE DISTRIBUTOR TRUCK (STERLING)	2FZFLJAA6XAA12200
54 TK7346	2002 FORD F650 DISTRIBUTOR	3FDWF6582MA12390
54 TK7347	2004 FORD F650 SERVICE TRUCK	3FRWF65C54V610641
54 TK7348	2003 INTERNATIONAL 4300	1HTMMAAL93H554666
55 TK6320	FREIGHTLINER FL70 GREASE FUEL	1FV6HFAA5PL416328
55 TK6323	FORD F-750 FUEL GREASE TRUCK	3FRXF75T15V136728
55 TK6324	2020 KENWORTH T370 GREASE / FUEL TRUCK	2NKH1BM7X0LM393610
55 TK6325	2020 KENWORTH T370 GREASE / FUEL TRUCK	2NKH1BM7X3LM393617
55 TK6354	2012 FREIGHTLINER M2-106 SUPPLY TRUCK	1FVACXD76CDHM3323
55 TK7320	1999 MACK CL713 FUEL GREASE TRUCK	1M2AD09C35W007887
55 TK7321	1991 MACK RD890SX	1M2P274C7MMJ01114
55 TK7323	1981 MACK DMC846SX	1M2C14C7BA001045
55 TK7326	2000 MACK RD600GK-WATER TRUCK	1M3P114K5YM002187
55 TK7328	2000 MACK MS300P FUEL TRUCK	VG68M18B6YB030557
55 TK8321	FREIGHTLINER FL70 FUEL TRUCK (2000 GA)	1FV6HFAA7PL496354
55 TK8322	FORD L9000 FUEL GREASE TRUCK	1FDYR90TXRVA16547
55 TK8323	FORD L9000 FUEL TRUCK (2000 GA)	1FTYR90L0RVA42400
55 TK8324	FORD F800 FUEL TRUCK	3FEXF801KXMA12919
55 TK8325	FORD F800 GREASE FUEL TRUCK	3FEXF801KXMA12920
60 SB6020	2019 WEILER E2850B SHUTTLE BUGGY	B2850B-1636
60 SB7020	ROADTEC SB2500D SHUTTLE BUGGY	SB2500D-1080
60 SB7021	ROADTEC SB2500B SHUTTLE BUGGY	SB2500BX555
60 SB9020	ROADTEC SB2500 SHUTTLE BUGGY	SB2500BX549
60 SB9021	ROADTEC SB2500C SHUTTLE BUGGY	SB2500CX821
61 RW6430	BLAW KNOX RW100 ROADWIDENER	10013-09
61 RW7200	ETNYRE CHIP SPREADER	R4561
61 RW7430	BLAW KNOX RW100 ROAD WIDENER	RW100-0956-017
61 RW7432	BLAW KNOX RW195D ROAD WIDNER	RW195D16692
61 RW7434	BARBER GREEN 730 ROAD WIDENER	RG730141
62 PV6404	BLAW KNOX PE2181 RUBBER TIRE 8"	218101-89
62 PV6405	BLAW KNOX PE3200 RUBBER TIRE 10"	320032-25
62 PV6406	BLAW KNOX PE2181 RUBBER TIRE 8"	187335
62 PV6407	BLAW KNOX PE5510 TRACK 10"	55103071
62 PV6432	CAT AP1000F RUBBER TIRE 10"	AC400324
62 PV6433	CAT AP555F TRACK 8"	AP500299
62 PV6434	CAT AP1000F RUBBER TIRE 10"	AC400320
62 PV6435	CAT AP1000F RUBBER TIRE 10" 6x6	AC400426
62 PV6436	VOGELE 1700-31 8 FOOT TRACK PAYER	19820203
62 PV6437	VOGELE 2003-31 10 FOOT PAYER	09750143
62 PV6438	VOGELE 1703-31 8 FOOT RUBBER TIRE PAYER	12830187
62 PV6439	VOGELE 2003-31 10 FOOT RUBBER TIRE PAYER(SOUTID)	09750185

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62 PV7403	BLAWKNOX PF5510 TRACK 10'	551020-18
62 PV7406	BLAWKNOX PF5510 TRACK 10'	551028-65
62 PV7411	BLAWKNOX PF2181 RUBBER TIRE 8'	218101-61
62 PV9041	BLAW KNOX PF3200 RUBBER TIRE 10'	190718
64 RL6135	CAT CB540B ASPHALT COMPACTOR	4JL00183
64 RL6138	INGERSOLL-RAND DD290 ASPHALT ROLLER	170017
64 RL6140	INGERSOLL-RAND DD11010F ASPHALT ROLLER	1794224
64 RL6144	2018 VOLVO DD300 ROLLER	VC180300H08272231
64 RL6145	HAMM HD120VV ROLLER	H2420257
64 RL6148	CAT CB13 ASPHALT ROLLER (I.C. ROLLER)	PWP00465
64 RL6149	CAT CB13 ASPHALT ROLLER (I.C. ROLLER)	PWP00490
64 RL6150	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2301815
64 RL6151	HAMM HD12VV DOUBLE DRUM ASPHALT ROLLER	H2302040
64 RL6152	CAT CB13 ASPHALT ROLLER	PWP00658
64 RL6153	CAT CB13 ASPHALT ROLLER	PWP00694
64 RL6154	HAMM HD120VVIF	H2740057
64 RL6155	HAMM HD120VV	H2740190
64 RL6156	HAMM HD140VVIF	
64 RL6157	HAMM HD12VV	H2305188
64 RL7128	BOMAG BW6AS ROLLER	101550100176
64 RL7129	FERGUSON 50 TON ROLLER	10066
64 RL7134	BOMAG BW20R VIBRATORY ROLLER	201531E+11
64 RL7140	INGERSOLL RAND DD11010F ASPHALT ROLLER	176037
64 RL7141	BOMAG BW 11 R11 PNEUMATIC	901A22502028
64 RL7142	CATERPILLAR CS533E COMPACTOR	ASL01645
64 RL7143	HAMM HD120VV IF ASPHALT ROLLER	111840123
64 RL7144	INGERSOLL RAND DD11010F ASPHALT ROLLER	194166
64 RL7145	HAMM HD120V ASPHALT ROLLER	111820149
64 RL7146	CAT CB54XW ASPHALT ROLLER	JLM00223
64 RL7147	VOLVO DD300IF ASPHALT ROLLER	VC000D31P05276291
64 RL7149	INGERSOLL RAND DD110 ASPHALT ROLLER	155125
64 RL7150	INGERSOLL RAND DD11010F ASPHALT ROLLER	173182
64 RL7151	INGERSOLL RAND DD11010F ASPHALT ROLLER	175137
64 RL7153	BOMAG BW120AD3 VIBRATORY ROLLER	101171E+11 101170513608
64 RL7156	BW172D ROLLER-1990	10152E+12
64 RL7158	HAMM 120 ROLLER	111750149
64 RL8131	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	1YJ00380
64 RL8133	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	5JN00105
64 RL8134	CAT CP563 COMPACTION ROLLER SHEEPPFOOT	5JN00248
64 RL8135	CAT CB534B DOUBLE DRUM STONE ROLLER	4JL00176
64 RL8138	CAT 825G COMPACTION ROLLER	6RN00339
64 RL8139	CAT CB534C COMPACTION STONE ROLLER	511N06498
64 RL8140	CAT CS563 COMPACTION ROLLER SMOOTH	4KN00774
64 RL8141	CAT CP563D COMPACTION ROLLER SHEEPPFOOT	9ZW00441
64 RL8142	CAT 825G II SHEEPPFOOT ROLLER	AXB00445
64 RL8143	CAT 825G II SHEEPPFOOT ROLLER	AXB00446
64 RL8144	CAT CS563C COMPACTION STONE ROLLER	9MW00564
64 RL8145	CAT 825G II SHEEPPFOOT ROLLER	AXB00486
64 RL8146	CAT CP563 SHEEPPFOOT ROLLER	9ZW00537
64 RL8147	CAT CB534C DOUBLE DRUM STONE ROLLER	51N00725
64 RL8149	WACKER RD11A STONE ASPHALT ROLLER	540835
64 RL8152	BOMAG BMP8500 TRENCH ROLLER	101720127460
69 MM9001	CAT PM201 MILLING MACHINE	PM000211
69 MM9003	CAT PM622 MILLING MACHINE	JFC00119
69 MM9004	CAT PM622 MILLING MACHINE	JFC00176
69 MM9005	CAT PM622 MILLING MACHINE	TP100106
69 MM9006	CAT PM822 MILLING MACHINE	SL800133
71 CM8020	GOMACO GT-6300 WALL MACHINE	MC16436-01
71 CM8022	POWER CURBER 5700H	601200367
71 CM8023	POWER CURBER 5700H	57B03060131698
71 CM8024	WHITEN SP15 CURB MACHINE	14SP1085
71 CM8030	GOMACO EC190C CURB EXTRUDER	MC14947-40
71 PV7412	GOMACO GT6300 SLIP PAYER WALL MACHINE	900100-249
71 PV7413	GOMACO CURB MACHINE	MC1135901
71 PV8410	2018 GOMACO GP-2400 WALL/CONCRETE PAYER	912400-106
71 PV8411	2018 SITECH CAB KIT FOR GOMACO PAYER PV8410	118R0725W
74 DR8402	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352214
74 DR8403	FURUKAWA HCR1200-ED HYDRAULIC DRILL	1352182
74 DR8404	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0018
74 DR8405	2017 ATLAS COPCO SMART-ROC 11 DRILL	TMG17SED0518
74 DR8406	2018 ATLAS COPCO SMART-ROC 11 DRILL	TMG18SED0096
74 DR8420	SANDVIK D50KS DRILL	733441
76 AC7901	IR EP50 AIR COMPRESSOR	CA0469
88 325C422	42" BUCKET FITS 325 W/C LINK	RCW16125
88 330D661	66" BUCKET FITS 330 D LINKAGE	
88 HW8010	2017 LANDIROL RCR2512 12' BAT WING MOWER	1058896
88 CS7200	ETNYRE CH1P SPREADER	K4561
88 CS8096	CONCRETE SAW	
88 GP7106	GPS PAYER TRACKER SYSTEM	5500V
88 GP8010	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88 GP8011	TRIMBLE GPS BASE D6N LGP, SN8900 RAD	
88 GP8101	TRIMBLE GPS SPS850 BASE STATION	
88 GP8103	TRIMBLE GPS GC5900 DUAL GRADER	
88 GP8104	SPS862 ROVER BASE	
88 GP8105	SPS862 ROVER RADIO KIT	4939A0022346

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88 GP8106	GC9000 ACCUGRADE GPS SYSTEM/D6N ON DZ8042	
88 GP8107	GC9000 ACCUGRADE GPS SYSTEM D8T ON DZ8072	
88 GP8108	GC9000 ACCUGRADE GPS SYSTEM 14H GRADER MOUNTED ON GR8126	
88 GP8109	GC9000 ACCUGRADE GPS SYSTEM D8T ON DZ8076	
88 GP8110	SITECH DUAL MS992 KIT ACCUGRADE	
88 GP8111	SITECH DUAL MS992 KIT ACCUGRADE	
88 LP6013	MAGNUM PORTABLE LIGHT PLANT	071407
88 LP6014	MAGNUM PORTABLE LIGHT PLANT	71405
88 LP6015	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0918LB113296
88 LP6016	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0911LB113298
88 LP6017	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0916LB113300
88 LP6018	HALIBRITE RUNWAY CLOSURE MARKER	7FSBG0913LB113299
88 LP6019	GENIE RL4 LIGHT PLANT	RL4J-5632
88 LP6020	GENIE RL4 LIGHT PLANT	RL4J-5663
88 LP7010	ALLMAND 695 LIGHT PLANT-2001	0037ML01
88 LP7011	LIGHTSOURCE LIGHT PLANT	328208
88 LP7012	ALLMAND LIGHT PLANT	2023PR006
88 LP7013	ALLMAND LIGHT PLANT	2027PR006
88 LP7014	LTP4 WACKER LIGHT PLANT-1999	763600H6
88 LP7020	ALLMAND 695 LIGHT PLANT	9902ML06
88 LP8010	RADIO REPEATER STATION	
88 LP8011	ALLMAND LIGHT PLANT	
88 LP8013	ALLMAND LIGHT PLANT	
88 LP8014	ALLMAND LIGHT PLANT	1266PR008
88 LP8015	ALLMAND RL4 LIGHT PLANT	1267PR008
88 LP8090	PELICAN 9450B LIGHT SYSTEM	REMOTE LIGHTING SYSTEM
88 MP8010	2015 FICON MULCHING HEAD ATTACHMENT	000B140ED10155
88 MM6100	WACKER VP1135AW PLATE COMPACTOR	11097837
88 MM6101	WACKER VP1135AW PLATE COMPACTOR	11097838
88 MM6102	WACKER VP1135AW PLATE COMPACTOR	
88 MM6103	WACKER VP1135AW PLATE COMPACTOR	10908497
88 MM6104	WACKER VP1135AW PLATE COMPACTOR	10831480
88 MM6105	WACKER VP1135AW PLATE COMPACTOR	10831480
88 MM6106	WACKER VP2050 PLATE COMPACTOR	510029051
88 MM6230	INGERSOLL RAND AIR COMPRESSOR (SHOP)	PK6-104 U06030
88 MM7100	3406 CATERPILLAR GEN SET	42R02672
88 MM7101	CAT SR4B GENERATOR SET	8ER01441
88 MM7102	CAT GENERATOR SET	5NA03998
88 MM7104	CAT 3412 GENERATOR SET	81Z01611
88 MM7150	IR P185WD PORTABLE COMPRESSOR	303273
88 MM7258	ORANGE CRUST-PAVEMENT BREAKER	
88 MM7259	AFGIA GYRATORY COMPACTOR	1348
88 MM7260	AFGIA GYRATORY COMPACTOR	1076
88 MM7262	AFGIA GYRATORY COMPACTOR	1197
88 MM7263	AFGIA GYRATORY COMPACTOR	1320
88 MM7278	ALTEC CX30ATD PLANER	93CX00492
88 MM7547	RIVINIUS R600B BASE SPREADER	6B94286
88 MM7548	RIVINIUS R600B BASE SPREADER	6B96318
88 MM7549	18" DRAG BOX 92 F-140	713497
88 MM7550	ROME DISC	TR12436
88 MM7621	PITTSBURG PLANT TOOLS & EQUIPMENT	
88 MM7623	MOUNT VERNON PLANT TOOLS & EQUIPMENT	
88 MM7624	WILLIAMSBURG PLANT TOOLS & EQUIPMENT	
88 MM7680	ATS SOUTHERN SHOP TOOLS & EQUIPMENT	
88 MM7681	ATS SOUTHERN SHOP MISC TRUCKS	
88 MM7682	ATS SOUTHERN LAB EQUIPMENT	
88 MM7683	ATS SOUTHERN MISC EQUIP	
88 MM8000	TROXLER 3450 GAUGE	
88 MM8001	HUSQVARNA 395XP CHAIN SAW	600436
88 MM8002	HUSQVARNA 3120XP CHAIN SAW	064000051
88 MM8004	HUSQVARNA 570 CHAIN SAW	0200069
88 MM8005	HUSQVARNA 346XP 20" CHAIN SAW	092000597
88 MM8006	HUSQVARNA 346XP 20" CHAIN SAW	092200779
88 MM8008	HUSQVARNA 365SP 18" CHAIN SAW	1300264
88 MM8009	HUSQVARNA 570 20" CHAIN SAW	080300094
88 MM8010	HUSQVARNA 346XP CHAIN SAW	71TVX0505EA
88 MM8011	STIHL 20" CHAIN SAW	282963150
88 MM8012	STIHL 18" CHAIN SAW	278307936
88 MM8013	STIHL 20" CHAIN SAW MS391	293275712
88 MM8014	STIHL HEDGE TRIMMER HS131	294355029
88 MM8015	STIHL CHAIN SAW	286645836
88 MM8016	STIHL CHAIN SAW	
88 MM8022	STIHL CHAIN SAW	182378045
88 MM8023	STIHL CHAIN SAW	182378044
88 MM8024	STIHL MS391 CHAIN SAW	184055840
88 MM8039	STIHL TS420 CONCRETE SAW (QUICKIE)	179-87898
88 MM8040	STIHL TS420 14" CUT OFF SAW	184312818
88 MM8041	STIHL TS42014 CUT OFF SAW	182977289
88 MM8042	STIHL TS420 SAW	180765067
88 MM8043	STIHL TS420 SAW	182217314
88 MM8044	14" STIHL TS420 SAW	181680597
88 MM8045	14" STIHL TS420 SAW	180988093
88 MM8046	14" STIHL TS420 SAW	180987891
88 MM8047	14" STIHL TS420 SAW	180988042
88 MM8048	14" STIHL TS420 SAW	180987908

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88 MM8049	STIHL TS420 CUT OFF SAW	
88 MM8050	STIHL 14" TS420 CUT-OFF SAW	179618251
88 MM8051	STIHL TS350 CONCRETE SAW	16969006
88 MM8052	STIHL TS400 CONCRETE SAW	160876653
88 MM8053	STIHL TS400 CONCRETE SAW	160876641
88 MM8055	STIHL TS400 CONCRETE SAW	64689721
88 MM8056	STIHL TS420 CONCRETE SAW	168364515
88 MM8057	STIHL TS420 CONCRETE SAW	170507606
88 MM8058	STIHL TS420 CONCRETE SAW	170507683
88 MM8059	STIHL TS400 14" CONCRETE SAW	165437698
88 MM8060	STIHL TS420 14" CONCRETE SAW	170678666
88 MM8061	STIHL TS420 CONCRETE SAW	168364559
88 MM8062	STIHL TS420 CONCRETE SAW	167970557
88 MM8063	STIHL TS420 14" CONCRETE SAW	170678665
88 MM8065	STIHL TS400 14" CONCRETE SAW	166065292
88 MM8066	SOFF-CUT ELEC CONCRETE SAW	0675
88 MM8067	STIHL CONCRETE SAW	167466184
88 MM8068	STIHL CONCRETE SAW	
88 MM8070	STIHL TS420 CONCRETE SAW	
88 MM8071	STIHL TS420 14" CONCRETE SAW	1677972495
88 MM8072	STIHL TS400 CONCRETE SAW	
88 MM8073	STIHL CONCRETE SAW	167104371
88 MM8074	STIHL TS 420 CONCRETE SAW	173069202
88 MM8076	STIHL TS 420 CONCRETE SAW	173069258
88 MM8077	STIHL TS420 CONCRETE SAW	173216454
88 MM8078	STIHL TS420 CONCRETE SAW	173283056
88 MM8079	STIHL TS420 CONCRETE SAW	175082827
88 MM8080	STIHL TS420 CONCRETE SAW	175082888
88 MM8081	STIHL TS420 CONCRETE SAW	168483177
88 MM8082	STIHL 14" QUICKSAW	176153729
88 MM8083	STIHL 14" CUTQUIK SAW	176153723
88 MM8084	STIHL 14" CONCRETE SAW	177739210
88 MM8085	STIHL TS420 CUT-OFF SAW	170507689
88 MM8086	STIHL TS420 CONCRETE SAW	179697887
88 MM8087	STIHL TS420 CONCRETE SAW	179697877
88 MM8088	STIHL TS420 CUTQUIK SAW	181680586
88 MM8089	STIHL TS420 CUTQUIK SAW	181680604
88 MM8090	STIHL TS420 CUTQUIK SAW	182012714
88 MM8091	STIHL TS420 CHOP SAW	171116838
88 MM8092	STIHL TS400 CHOP SAW	160890698
88 MM8093	STIHL TS420 14" CONCRETE CUT OFF SAW	184754215
88 MM8094	PREDATOR 4000 GENERATOR	370151708
88 MM8095	MQ WISPERWATT PULL BEHIND GENERATOR	3767210
88 MM8097	CHAMPION GENERATOR	15JUN2700161
88 MM8098	CHAMPION GENERATOR	15JUN2700158
88 MM8100	HONDA EU1000I GENERATOR	EZGA-1212161
88 MM8102	HONDA EU1000I GENERATOR	EZGA-1150513
88 MM8103	HONDA EU1000I GENERATOR	EZGA-1151496
88 MM8104	HONDA 3800 GENERATOR	1017118
88 MM8105	HONDA EB 3500X GENERATOR	3154229
88 MM8106	HONDA EG3800 XA GENERATOR	1011875
88 MM8107	HONDA EH3800 GENERATOR	1006811
88 MM8108	HUSKY 5000W GENERATOR	CHM1520360
88 MM8109	HUSKY 5000W GENERATOR	1412364
88 MM8110	HONDA GENERATOR	4765119
88 MM8112	HONDA EU2000 GENERATOR	EAAJ-1863405
88 MM8114	HUSKY 5000W GENERATOR	CHM1520388
88 MM8115	ALL POWER 6000W GENERATOR	38008W161612
88 MM8116	MULTI-QUIP GA 2.5H GENERATOR	5559742
88 MM8117	MULTI-QUIP GA 2.5H GENERATOR	5559738
88 MM8118	HONDA GENERATOR	GC04-804923
88 MM8120	INGERSOLL-RAND GENERATOR	00008081 UA01
88 MM8121	INGERSOLL-RAND GSH GENERATOR	00124672 UA01
88 MM8122	MULTI-QUIP 2500 GENERATOR	5620293
88 MM8124	MULTI-QUIP 2500 WATT GENERATOR	5559742
88 MM8125	MULTI-QUIP 2500 WATT GENERATOR	5559825
88 MM8127	HONDA EB3500X GENERATOR	3150924
88 MM8128	UNITED POWER 5500 WATT GENERATOR	
88 MM8129	HONDA EB3500 GENERATOR	3161999
88 MM8130	ALL POWER 6000 WATT ELECTRIC GENERATOR	39008X230443
88 MM8131	GENERATOR, 1700 WATT INVERTER	8004350
88 MM8132	GENERATOR, 1700 WATT INVERTER	8004368
88 MM8134	HONDA GENERATOR EU1000I	EZGA-1255899
88 MM8135	HONDA GENERATOR	EZGA-1255813
88 MM8136	HONDA GENERATOR	EAAJ2546560
88 MM8137	HUSKY GENERATOR 5000	1411672
88 MM8138	HUSKY GENERATOR 5000	1399102
88 MM8139	PREDATOR 4000 GENERATOR	370151416
88 MM8140	PREDATOR 8750 GENERATOR	T57A14100048979
88 MM8141	MQ POWER GENERATOR GA-2.5IR	5739265
88 MM8142	6500 WATT PREDATOR GENERATOR	A1410000124
88 MM8143	6500 WATT PREDATOR GENERATOR	A1410000003
88 MM8144	6500 WATT PREDATOR GENERATOR	A1410000123
88 MM8145	6500 WATT PREDATOR GENERATOR	A1410000136
88 MM8146	TROY-BILT GENERATOR	1019472937

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88 MM8147	GENERAC GENERATOR	3001440272
88 MM8148	HONDA EG5000CL GENERATOR	GCBDT-1414375
88 MM8149	PREDATOR 6500 GENERATOR	T6100016090021984
88 MM8150	PREDATOR 2000 INVERTER GENERATOR	A1702002774 - 372141707
88 MM8151	1 1/2 PACIFIC HYDROSTAR WATER PUMP	98013
88 MM8152	1 1/2 SUBMERSIBLE WATER PUMP	D10268
88 MM8153	THOMPSON 6V 880 WATER PUMP	4045P
88 MM8155	1 1/2 SUBMERSIBLE WATER PUMP	423942
88 MM8156	MULTIQUIP 3" WATER PUMP	JTH-16-105
88 MM8157	MULTIQUIP 3" WATER PUMP	JTH-16406
88 MM8158	1 1/2 SPA SUBMERSIBLE WATER PUMP	D10019
88 MM8159	2" NORTH STAR HIGH PRESSURE WATER PUMP	GC 02-721376
88 MM8160	WACKER 3" WATER PUMP	5451038
88 MM8161	1 1/2 SUBMERSIBLE WARREN WATER PUMP	362630
88 MM8162	MULTIQUIP 51205CUL 2" SUBMERSIBLE WATER PUMP	366152
88 MM8164	1 1/2 PACIFIC HYDROSTAR WATER PUMP	152 FAPL09D18655
88 MM8165	WACKER 4" WATER PUMP	5469971
88 MM8166	STIHL ROCK BOSS CONCRETE CHAIN SAW	187963142
88 MM8168	MULTIQUIP 2" WATER PUMP	3429
88 MM8169	6" THOMPSON PUMP	J199PH12120P634031
88 MM8170	PREDATOR 6500 GENERATOR	T6100018060123814
88 MM8181	CAST POWER CP4500 WATT GENERATOR SET	1503303829
88 MM8183	CAT 1500HP GENERATOR	5YC01343
88 MM8184	YAMAHA EF2600 GENERATOR	7C20201583
88 MM8185	GENERAC IQ2000 INVERTER GENERATOR	3001400279
88 MM8186	YAMAHA EF26 GENERATOR	7C2-0203377
88 MM8187	PREDATOR 2000 INVERTER GENERATOR	A17121700569-370141752
88 MM8188	YAMAHA EF2600 GENERATOR	7C2-0204121
88 MM8189	YAMAHA EF2600 GENERATOR	7C2-0204124
88 MM8190	YAMAHA 2" TRASH PUMP	69C9-0200150
88 MM8191	YAMAHA EF2600 GENERATOR	7C2-0203188
88 MM8192	YAMAHA EF5500D 5.5KW GENERATOR	0242266
88 MM8193	YAMAHA EF5500D 5.5KW GENERATOR	0242323
88 MM8194	2019 PREDATOR 2000 WATT INVERTOR GENERATOR	A1808014020
88 MM8197	STIHL BG50 LEAF BLOWER	505470584
88 MM8198	HOTSY PRESSURE WASHER	11105330-164276
88 MM8199	HUSQVARNA PW3200 PRESSURE WASHER	1023373347
88 MM8200	HUSQVARNA 3100 PRESSURE WASHER	1021427737
88 MM8201	STIHL BR550 BLOWER	274109351
88 MM8202	STIHL BR86 BLOWER	282723347
88 MM8203	STIHL BR550 BLOWER	267210687
88 MM8204	TROY-BILT BLOWER	104662
88 MM8205	STIHL BACKPACK BLOWER	292689729
88 MM8206	BR600 BACKPACK BLOWER	299157481
88 MM8207	STIHL BR600 BACKPACK BLOWER	502124703
88 MM8208	STIHL BR600 BACKPACK BLOWER	504727759
88 MM8209	STIHL BACKPACK BLOWER	275204414
88 MM8210	REDMAX LEAF BLOWER	20162001007
88 MM8211	MILLER TRAILBLAZER 301G WELDER	67369
88 MM8212	MILLER 1250 HYPERHEM POWERMAX 150 WELDER	1250-008314
88 MM8213	MILLERMA TIC 251 MIG WELDER	LC 46408
88 MM8214	TRAILBLAZER 302 WELDER	LH 160111Q
88 MM8215	MILLER 302 TRAILBLAZER WELDER	LH 470036Q
88 MM8216	MILLER 302 TRAILBLAZER WELDER	LF 113178 STK907
88 MM8217	MILLER 302 TRAILBLAZER WELDER	LH 180137Q
88 MM8218	MILLER 302 TRAILBLAZER WELDER	LH 420120Q
88 MM8219	MILLER BOHCAT 225 WELDER	LG 028735
88 MM8220	MILLER SUITCASE XTREME 12VS WELDER	LH 400243V
88 MM8221	MILLER SUITCASE XTREME WELDER	LH 400244V
88 MM8222	MILLER SUITCASE 12VS WELDER	LE 318337
88 MM8223	LINCOLN VANTAGE 500 WELDER	U11141001215
88 MM8224	MILLER WILDCAT 200 WELDER	LK 180025K
88 MM8225	MILLER X-TREME SUITCASE WELDER	MG 123011V
88 MM8226	LINCOLN BULLDOG 5500 WELDER	U1170301381
88 MM8227	LINCOLN BULLDOG 5500 WELDER	U1170301381
88 MM8228	MILLER BIG BLUE 500D WELDER ON TRAILER	LJ470043E
88 MM8230	BOSCH ELECTRIC JACK HAMMER	
88 MM8231	I-AIR COMPRESSOR	03280626
88 MM8232	INGERSOLL-RAND 185 AIR COMPRESSOR	176359U89329
88 MM8233	SULLAIR 375 AIR COMPRESSOR	004-133589
88 MM8234	ATLAS COPCO 175 AIR COMPRESSOR	
88 MM8235	INGERSOLL-RAND 250 AIR COMPRESSOR	
88 MM8236	ATLAS COPCO 185 AIR COMP	HOL 6030
88 MM8237	EMGLO AIR COMPRESSOR W/ GX630 HONDA ENGINE	D093004020
88 MM8240	STIHL BR600 BACKPACK BLOWER	513209180
88 MM8251	CONCRETE VIBRATOR	
88 MM8252	CONCRETE VIBRATOR	
88 MM8253	CONCRETE VIBRATOR	
88 MM8254	CONCRETE VIBRATOR	
88 MM8255	CONCRETE VIBRATOR	
88 MM8256	CONCRETE VIBRATOR	
88 MM8257	CONCRETE VIBRATOR	
88 MM8258	CONCRETE VIBRATOR	
88 MM8259	WACKER PLATE COMPACTOR	10101096
88 MM8260	MULTIQUIP PLATE COMPACTOR	1589

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88 MM8261	INGERSOLL-RAND PLATE COMPACTOR	TG1576
88 MM8262	MIKASA P180 PLATE COMPACTOR	
88 MM8263	MIKASA PLATE COMPACTOR	
88 MM8265	INGERSOLL-RAND PLATE COMPACTOR	
88 MM8266	MIKASA TAMPER PLATE COMPACTOR	
88 MM8267	MIKASA SANGYO SKID COMPACTOR	J 8313
88 MM8268	WACKER SKID COMPACTOR	6520530
88 MM8269	WACKER TAMPER	5465157
88 MM8271	WACKER BFS202MAS FLOOR SAW	5848732
88 MM8272	HUSQVARNA FLOOR SAW	02100010209
88 MM8273	TAMP VIBRATOR PLATE	162011203
88 MM8274	WACKER PLATE COMPACTOR	6657615
88 MM8275	STONE RAMMER (JUMPIN JACK)	172005411
88 MM8276	ALITEC CP24AT PLANER	66018
88 MM8277	CAT PC204	
88 MM8278	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88 MM8279	MILLING HEAD SKID STEER ATTACHMENT	9902980404
88 MM8280	MILLING HEAD SKID STEER ATTACHMENT	RDG 00116
88 MM8281	EZ DRILL	52994
88 MM8282	MILLING HEAD SKID STEER ATTACHMENT	RBG 00208
88 MM8283	CAT PC306B MILLING HEAD	PCT01736
88 MM8284	VERMEER V-450 TRENCIER PORTABLE	16647
88 MM8285	VERMEER 1250 WOOD CHIPPER	
88 MM8286	INGERSOLL-RAND PLATE COMPACTOR	TG1582
88 MM8288	MULTIQUIP SKID PLATE	Y3235
88 MM8289	MUSTANG PLATE COMPACTOR	T0560016110020790
88 MM8290	MUSTANG PLATE COMPACTOR	T0560016110020818
88 MM8291	MUSTANG PLATE COMPACTOR	T0560016110020802
88 MM8292	MUSTANG PLATE COMPACTOR	T0560016110020860
88 MM8293	WACKER PLATE COMPACTOR	6712483
88 MM8294	MULTIQUIP PLATE COMPACTOR	D-4072
88 MM8295	MULTIQUIP PLATE COMPACTOR	B-1132
88 MM8296	BOMAG BT65 JUMPING JACK (WILSON STOCK # J55198)	101541315198
88 MM8297	2015 BOMAG BOMAG BT65 JUMPING JACK	101541315197
88 MM8298	WACKER PD13A "MUD PUMP" WATER PUMP	2452336
88 MM8300	HUSQVARNA FLOOR SAW	001301389002
88 MM8301	HUSQVARNA FLOOR SAW	001300986001
88 MM8302	HUSQVARNA GX4200 SOFF CUT SAW	002010900001
88 MM8303	HUSQVARNA FLOOR SAW	
88 MM8313	TOPCON PIPE LASER	VF1096
88 MM8314	TOPCON PIPE LASER	VF1242
88 MM8315	TYPE: 150	33866
88 MM8316	LASER LB-10	4900-9592
88 MM8317	SPECTRA TRIMBLE PRECISION	53031
88 MM8318	TRIMBLE SPECTRA PRECISION PIPE LASER	22612
88 MM8319	TRIMBLE PRECISION PIPE LASER	24331
88 MM8320	TRIMBLE D0711 PIPE LASER	26257
88 MM8321	SPECTRA DG711 PIPE LASER	31992
88 MM8322	SPECTRA PRECISION PIPE LASER	12473
88 MM8323	SPECTRA ROTATING LASER	
88 MM8324	SPECTRA ROTATING LASER	
88 MM8325	TOPCON TP-L5 GREEN BEAM PIPE LASER	RW0957
88 MM8326	SPECTRA LL300S ROTATING LASER LEVEL	18201858
88 MM8336	KENCO BARRIER WALL TONGS	SF05051707-A-9
88 MM8337	KENCO BARRIER WALL TONGS	SF19121712A9
88 MM8338	KENCO 32" PIPE TONGS	SF11091917
88 MM8339	KENCO BARRIER WALL TONG	SF59120617
88 MM8340	KENCO BARRIER WALL TONG	SF60121317
88 MM8341	TRIMBLE MS750	
88 MM8342	TRIMBLE MS750	
88 MM8343	GPS MS750 CONTROLLER	
88 MM8344	TRIMBLE SITE TABLET	TR-SPS9301 52200
88 MM8357	GPS TSC2 CONTROLLER	
88 MM8359	GPS CONTROLLER SSC25A6665 (SS25A17794 SC11.32)	
88 MM8360	TSURUMI 3" SUBMERSIBLE WATER PUMP	47562991118
88 MM8361	YAMAHA EF2600 GENERATOR	7C2-0204232
88 MM8362	STIHL TS420 CONCRETE SAW	42983510501
88 MM8433	TOPCAN BLAWKNOX PAVER ELECTRONICS	
88 MM8434	TOPCON 5500V SYST V2 TRACKER	10320570/13020563
88 MM8435	BERGER TRANSIT LEVEL	900OP-0214
88 MM8464	TRIMBLE SITEVISION	
88 MM8468	CAT PC306B MILLING HEAD	PCT00450
88 MM8469	CAT PC305B MILLING HEAD	HPF00858
88 MM8470	CAT PC305B MILLING HEAD	HPF00861
88 MM8471	BROOM SKID STEER ATTACHMENT	139257
88 MM8472	BROOM SKID STEER ATTACHMENT	AZN02792
88 MM8473	BROOM SKID STEER ATTACHMENT	DBH00675
88 MM8474	BROOM SKID STEER ATTACHMENT	AZN01627
88 MM8475	BROOM SKID STEER ATTACHMENT	ACE00828
88 MM8476	BROOM SKID STEER ATTACHMENT	FX802254
88 MM8481	TRENCHER SKID STEER ATTACHMENT	JAJ 9154
88 MM8482	TRENCHER SKID STEER ATTACHMENT	JAJ 00801
88 MM8483	TRENCHER SKID STEER ATTACHMENT	JAJ 1449
88 MM8484	TRENCHER SKID STEER ATTACHMENT	JA02089
88 MM8486	BRUSH SKID STEER ATTACHMENT	PKSS2G000268

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88.MM8087	BLADE SKID STEER ATTACHMENT	PKSSD0001400
88.MM8088	ROCK SKID STEER ATTACHMENT	ADP00595
88.MM8089	ROCK LOFTNESS SKID STEER ATTACHMENT	64-S-89
88.MM8490	LOGGING SKID STEER ATTACHMENT	901B
88.MM8491	FORK SKID STEER ATTACHMENT	RCW 19399
88.MM8492	SKID STEER FORKS	
88.MM8493	BURCHLAND MATERIAL ROLLER (SKID STEER ATTACHMENT)	0707029
88.MM8495	DAVID WHITE TRANSIT LEVEL	B139747
88.MM8496	DAVID WHITE TRANSIT LEVEL	18656
88.MM8497	DAVID WHITE TRANSIT LEVEL	A 502121
88.MM8498	DAVID WHITE TRANSIT LEVEL	A57863
88.MM8499	DAVID WHITE TRANSIT LEVEL	0804
88.MM8500	DAVID WHITE TRANSIT	R16043
88.MM8501	DAVID WHITE LT8-36LP TRANSIT	814017
88.MM8502	SPECTRA AL24M AUTO LEVEL	886782
88.MM8511	CLEMCO ABRASIVE BLAST MACHINE	19480
88.MM8514	IR BALLOON LIGHT	123391-UB62
88.MM8515	IR BALLOON LIGHTS	129213UB62
88.MM8516	IR BALLOON LIGHT	123387
88.MM8517	AIR STAR BALLOON LIGHT	OC608562
88.MM8518	IR BALLOON LIGHT	129197-UB62
88.MM8519	Hydra Power Core Drill Mounted on Home Made Trailer	1269760
88.MM8530	IT28 FORKS 72"	CL0605
88.MM8531	IT 28 LOADER FORKS	
88.MM8532	IT 28 LOADER FORKS	C00983
88.MM8533	IT 28 LOADER FORKS	76021-I
88.MM8534	IT 28 LOADER FORKS	77143-01
88.MM8535	IT FORKS	RCW 12391
88.MM8536	IT FORKS	RCW14475
88.MM8546	LANDPRIDE DRAG BOX	1043661
88.MM8547	REYNOLDS LS14 DRAG BOX	35632
88.MM8548	Cut Quick 14" Stihl (Quick Saw)	173773530
88.MM8549	Cut Quick 14" Stihl (Quick Saw)	173773516
88.MM8550	Cut Quick 14" Stihl (Quick Saw)	173773536
88.MM8551	CUTQUIK 14" STIHL SAW TS420	176153539
88.MM8552	STIHL 14" CUTQUIK SAW	177781700
88.MM8553	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053963
88.MM8554	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010731
88.MM8555	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010708
88.MM8556	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053960
88.MM8557	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H010600
88.MM8558	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024769
88.MM8559	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H053945
88.MM8560	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H054002
88.MM8561	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024871
88.MM8562	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H024639
88.MM8563	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H0246736
88.MM8564	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H054003
88.MM8565	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H023996
88.MM8566	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H015842
88.MM8567	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H015840
88.MM8568	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H083356
88.MM8571	MASTER 75K BTU DIESEL FORCED AIR HEATER	14H080723
88.MM8572	MASTER 75K BTU DIESEL FORCED AIR HEATER	160502669
88.MM8573	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701585
88.MM8574	MASTER 75K BTU DIESEL FORCED AIR HEATER	160700098
88.MM8575	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701687
88.MM8576	MASTER 75K BTU DIESEL FORCED AIR HEATER	160701539
88.MM8577	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16006739
88.MM8578	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74870-16016333
88.MM8579	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16004928
88.MM8580	MR. HEATER MH18B PROPANE RADIANT HEATER	EC-74815-16009862
88.MM8581	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15001075
88.MM8582	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15003224
88.MM8583	DEWALT 190,000 BTU DIESEL TORPEDO HEATER	15002433
88.MM8584	DEWALT KEROSENE HEATER	17002448
88.MM8585	DEWALT KEROSENE HEATER	17001777
88.MM8586	DEWALT HEATER	15003344
88.MM8587	STIHL 14" QUICKIE CONCRETE SAW	183161026
88.MM8588	WACKER PT2A 2" TRASH WATER PUMP	24443790
88.MM8589	WACKER PT3A 3" TRASH PUMP	24441565
88.MM8590	TSURUMI 2" SUBMERSIBLE PUMP W/ FLOAT- ELECTRIC	18593089633
88.MM8591	WACKER 3" WATER PUMP	24441565
88.MM8592	TITAN GAS POWERED POST DRIVER	
88.MM8593	MULTIQUIP MVH128G11 REVERSIBLE PLATE COMPACTOR	E 1151
88.MM8600	MANHOLE VENTILATOR & RETRACTABLE LIFELINE	LINC/GFP156859--BLOWER/27823
88.MM8601	KENCO BARRIER WALL TONG 30,000LB CAPACITY	SF11041819
88.MM8602	KENCO BARRIER WALL TONG 30,000LB CAPACITY	5188101909
88.MM8610	WATT METER	34047661
88.PB7901	MCPHERSON M40F PIT BURNER-2003	0503430
88.PI38401	PIT BURNER	
88.PL8925	TOPCON TPLAGV	VF0442
88.PL8926	TOPCON TP-L5 GREEN BEAM PIPE LASER	RU0911
88.PL8930	TOPCON PIPE LASER TPLAGV	VF1251
88.PL8931	TOPCON TP-L6C PIPE LASER	VF1704

EM Equipment

88 TL8936	AGTEC GRADE LASER	0332
8X RL8103	RAMMAX P331BMK ROLLER	330887
8X RL8148	WACKER TRENCH ROLLER	5645229
88 SL7901	FINN B260TD STRAW BLOWER-1999	2755RB
8X SL8901	FINN B70 BALE STRAW BLOWER	SD2933
88 SE6001	5300 BTU PRESSURE WASHER	03070177
8X SE7104	DIAMON CORE SAW MOUNTED ON TK	1301248
88 SE6930	TRIMBLE GPS MACHINE	3417701ISM
8X SE7931	TRIMBLE TSC7 GPS	DAD181101018
8X TB8601	KUNDEL 8' X 10' MAN HOLE TRENCH BOX	6528
8X TB8602	KUNDEL 8'X10' MAN HOLE TRENCH BOX	12666
8X TB8603	KUNDEL 8' X 10' TRENCH BOX	15823
88 THW04	KUNDEL 7' TRENCH SHORING SYSTEM	N/A
8X TB8605	GME 4L88 8' X 8' TRENCH BOX	M01061151-2
8X TB8606	GME 8M824 8' X 24' TRENCH BOX	T0103551-2
8X TB8607	GME 8M824 8' X 24' TRENCH BOX	T0103552-2
8X TB8608	GME 8M824 8' X 24' TRENCH BOX	T0103549-2
8X TB8609	GME 8M824 8' X 24' TRENCH BOX	T0103550-2
8X TB8610	GME 8M824 8' X 24' TRENCH BOX	T0103553-2
8X TB8611	GME 8M824 8' X 24' TRENCH BOX	T0103554-2
8X TBW-12	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2-1
8X TB8613	GME 8M824 4' X 24' TRENCH BOX EXTENSION	T0103555-2
8X TB8614	6' X 16' TRENCH BOX	N/A
8X TB8615	6' X 16' TRENCH BOX	N/A
8X TB8616	8' X 16' TRENCH BOX	N/A
8X THW-17	8' X 16' TRENCH BOX	21867
8X TB8620	4' X 20' TRENCH BOX	21137
8X TB8621	10' X 12' TRENCH BOX	18097
8X TB8622	10' X 12' TRENCH BOX	21631
8X TB8623	8' X 20' TRENCH BOX	19475
8X TR8850	MOBILE OFFICE TRAILER	98-321
8X TR8851	MOBILE OFFICE TRAILER	153711
88 TR8856	STORAGE CONTAINER / OFFICE	GWCU256591
8X TR8861	8' X 10' STORAGE CONTAINER	
8X TR8863	STORAGE CONTAINER	ACL02118408
8X TR8866	8' X 10' STORAGE CONTAINER	WSDU4013650
8X TR8867	8' X 10' STORAGE CONTAINER	
8X TR8868	STORAGE CONTAINER	PWC1727-1808
8X TR8871	STORAGE CONTAINER (LONDON SHOP)	
8X TR8872	STORAGE CONTAINER (LONDON SHOP)	
8X TR8873	40' STORAGE POD	
88 TR8874	STORAGE CONTAINER	DS10RZS1009
88 TR8875	STORAGE CONTAINER	KKTU-768131
8X TR8876	STORAGE CONTAINER	KKTU-713500
8X TR8877	STORAGE CONTAINER	PW47296
8X TR8878	STORAGE CONTAINER	PWD2041
8X TR8879	STORAGE CONTAINER	PW200470
8X TR8880	STORAGE CONTAINER	PW26215
8X TR8881	STORAGE CONTAINER	MAEU2307821
8X TR8882	8' X 20' STORAGE POD	UGMU8612384
8X TR8883	8' X 20' STORAGE POD	5FWUS1621MR027423
8X TR8884	8' X 10' STORAGE CONTAINER	**
8X TR8885	8' X 10' STORAGE CONTAINER	ANYU110214
8X TR8886	8' X 10' STORAGE CONTAINER	
8X TR8887	8' X 16' STORAGE POD	UGMU8590515
88 WB8960	CONCRETE FLOOR SAW	
8X WP7919	(ON HILL DOWN) GR 16C2-F4L912 WATER PUMP	1156063
8X WP8919	THOMPSON 6V 880 WATER PUMP 6"	4045D
8X WP8928	GORMAN RUPP 6" WATER PUMP	1424063
8X WP8929	GODWIN CD150M 6" WATER PUMP	18646494 03
8X WT6303	WATER TANK FOR TRUCK	
8X WT6304	WATER TANK FOR TRUCK 3000 GAL	
8X WT6305	WATER TANK FOR TK8305	1422
8X WT6306	WATER TANK 3500 GAL	
8X WT6307	WATER TANK 3500 GAL	
8X WT6308	WATER TANK 3500 GAL	
8X WT6309	WATER TANK 3500 GAL	
8X WT8720	WASTE OIL TANK 1000 GAL	
90 FT6800	100 GAL BULK FUEL TANK	
90 FT6801	100 GAL BULK FUEL TANK	
90 FT6802	100 GAL BULK FUEL TANK	
90 FT6803	100 GAL BULK FUEL TANK	
90 FT6804	100 GAL BULK FUEL TANK	
90 FT6805	100 GAL BULK FUEL TANK	
90 FT6806	100 GAL BULK FUEL TANK	
90 FT6807	100 GAL BULK FUEL TANK	
90 FT6808	100 GAL BULK FUEL TANK	
90 FT6809	100 GAL BULK FUEL TANK	
90 FT6810	100 GAL BULK FUEL TANK	
90 FT6811	100 GAL BULK FUEL TANK	
90 FT6812	100 GAL BULK FUEL TANK	
90 FT6813	100 GAL BULK FUEL TANK	
90 FT6814	100 GAL BULK FUEL TANK	
90 FT6815	100 GAL BULK FUEL TANK	
90 FT6816	100 GAL BULK FUEL TANK	

EM Equipment

90 FT0817	100 GAL BULK FUEL TANK	
90 FT0818	100 GAL BULK FUEL TANK	
90 FT0819	100 GAL BULK FUEL TANK	
90 FT0820	100 GAL BULK FUEL TANK	
90 FT0821	100 GAL BULK FUEL TANK	
90 FT0822	100 GAL BULK FUEL TANK	
90 FT0823	100 GAL BULK FUEL TANK	
90 FT8700	FUEL TANK OFF ROAD	
90 FT8704	FUEL TANK OFF ROAD DIESEL	
90 FT8705	FUEL TANK OFF ROAD	
90 FT8708	FUEL TANK OFF ROAD DIESEL	
90 FT8709	FUEL TANK ON ROAD DIESEL	
90 FT8710	FUEL TANK GASOLINE	
90 FT8711	PITTSBURG FUEL TANK OFF ROAD DIESEL	TANK# 1 VERTICAL
90 FT8712	JASPER FUEL TANK OFF ROAD DIESEL	12,00 GAL. TANK
90 FT8713	SOMERSET FUEL TANK OFF ROAD DIESEL	10,000 GAL. TANK
90 GH1001	PETRO TOWERY GASBOY FUEL SYSTEM	GASBOY
91 BLDG1	OLD FRANKFORT PIKE BLDG - LAB	
91 BLDG2	2051 ENTERPRISE CIRCLE - SHOP	
91 BLDG3	BUILDING IMPROVEMENTS - LAB	
91 BLDG4	2016 SOUTHER SHOP CAPITALIZATION	
91 BLDG5	SOUTHERN SHOP ROOF/CONC SLAB	
91 BLDG6	JASPER BUILDING 1	
91 BLDG7	JASPER BUILDING 2	
91 BLDG8	JASPER BUILDING 3	
91 ZZ0129	MARK LINE MODEL 1265	
91 ZZ0137	NCAT ASPHALT FURNACE	
98 CMP1	COMPUTER SOFTWARE	
98 CMP2	COMPUTER EQUIPMENT	
98 IMP01	LAB IMPROVEMENTS	
98 OE1	OFFICE EQUIPMENT-COMPUTERS	
98 OE10	4 DELL OPTIPLEX 330 COMPUTERS	
98 OE11	COMPUTER	
98 OE12	COMPUTER	
98 OE13	COMPUTER	
98 OE14	COMPUTER	
98 OE15	COPIER- ENGINEERING ROOM	
98 OE17	2017 CANNON COPIER - ENGINEERING ROOM	
98 OE2	HEAVY HD ADVANCED-SOFTWARE	
98 OE3	DELL PRECISION M6300	
98 OE4	LAPTOP COMPUTERS	
98 OE5	COMPUTER	
98 OE6	3D SOFTWARE	
98 OE7	COPIER	
98 OE8	COMPUTERS	
98 OE9	COMPUTER	
98 OF1	CONF. TABLE, SOFA, CHAIRS	
98 OF2	DRAFTING TABLE, CABINET	
98 OF3	OFFICE FURNITURE	
99 ALLEN	PARTS AND FUEL FOR ALLEN CO EQUIPMENT	
99 ATS	Shop Rebuilds	
99 ATS CA	ATS CORP ASSET	
99 BIZ	BIZZACK EQUIPMENT	
99 EX9901	RENTAL CAT 308 EXCAVATOR	FJX08669
99 EX9902	RENTAL CAT 305 EXCAVATOR	J15M06873
99 LT6095	2013 CHEVROLET SILVERADO - SHON HAMPTON	1GCRKTE74DZ186233
99 MM9100	CAT 725KW Generator-Williamsburg Plant	3113C302867T366581
99 MM9101	CAT 1250KW GENSET AND TRAILER - GENERATOR	24205885
99 PV1054	HAROLD BARGO TAHOE	
99 PV1124	HAROLD R. LINDON III #4234	PERSONAL VEHICLE
99 PV3575	LARRY T. YOUNG #10518	PERSONAL VEHICLE
99 PV3932	TERRY W. CURTIS #11335	PERSONAL VEHICLE 1C6RD7EP1CS298244
99 PV3977	TERRY L. WEIBER #9708	PERSONAL VEHICLE
99 PV4260	KEITH COLLINS #11334	PERSONAL VEHICLE
99 PV5254	JOSEPH MULLINS #13993	PERSONAL VEHICLE
99 PV6161	EDDIE DUNN #3162	PERSONAL VEHICLE
99 PV6265	ADAM LAWSON	PERSONAL VEHICLE
99 PV6266	STEVE LAWSON	PERSONAL VEHICLE
99 PV6325	PHILLIP CLARK #10751	PERSONAL VEHICLE
99 PV6981	WILLIAM GLOVER #9130	PERSONAL VEHICLE
99 PV7223	JOSHUA A. BOWLDS #8592	PERSONAL VEHICLE
99 PV7746	STEVE LITTLETON #14008	PERSONAL VEHICLE
99 PV7937	SAMMY LEE #11497	PERSONAL VEHICLE
99 PV8657	JAMES FAULKNER #13275	PERSONAL VEHICLE
99 PV8668	BILLY JOEL HAWKINS #15059	PERSONAL VEHICLE
99 PV8842	AARON TY LITTLETON #10425	PERSONAL VEHICLE
99 PV9557	GREGORY SCOTT #14950	PERSONAL VEHICLE
99 PV9558	MICHAEL WISDOM	PERSONAL VEHICLE
99 PV9559	JOHN KETNER	PERSONAL VEHICLE
99 RE0001	RENTAL-ATS- CAT CS56B ROLLER	85601335
99 RE0002	RENTAL-ATS- CAT 289D	
99 RE0003	RENTAL-ATS-239D	
99 RE0013	RENTAL-ATS- CAT 279 SKID STEER	GTL05810
99 RE0014	RENTAL-ATS-CAT 259 SKID STEER	FTL17369
99 RE0015	RENTAL-ATS-CAT 308 EXCAVATOR	FJX08472

EM Equipment

99 RE0016	RENTAL-ATS-CAT 259 SKID STEER	CW904463
99 RE0017	RENTAL-ATS-CAT 289 SKID STEER	TAW04630
99 RE0018	RENTAL-ATS-CAT 289 SKID STEER	TAW12558
99 RE0019	RENTAL-ATS-CAT 289 SKID STEER	TAW10055
99 RE0020	RENTAL-ATS-CAT 226 SKID STEER	HRD003348
99 RE0021	RENTAL-ATS-CAT 305 EXCAVATOR	IISM04038
99 RE0022	RENTAL-ATS-CAT 226 SKID STEER	HRD04178
99 RE0023	RENTAL-ATS-CAT 279 SKID STEER	GTL06680
99 RE0024	RENTAL-ATS-HAMM H12 ROLLER	12351413
99 RE0038	RENTAL-ATS-LITE PLANT	1240PR02V12
99 RE0042	RENTAL-ATS-CAT CB3 ROLLER	PWP00349
99 RE0044	RENTAL-ATS-CAT CB54 ROLLER	JLM00803
99 RE0045	RENTAL-ATS-CAT CB54 ROLLER	P8P00388
99 RE0046	RENTAL-ATS-CAT 246 SKID STEER	KC601081
99 RE0047	RENTAL-ATS LITE PLANT	1593PRO214
99 RE0048	RENTAL-ATS-CAT 289 SKID STEER	TAW108467
99 RE0052	RENTAL-ATS-CAT TL105SD TELEHANDLER	ML500496
99 RE0053	K AND K ELGIN BROOM SWEEPER TRUCK	1FVACXD1991AG5889 / 13195D
99 RE0054	RENTAL-ATS-CAT CS64B ROLLER W/GPS	CS600203
99 RE0055	RENTAL-ATS-CAT 279 SKID STEER	RB901614
99 RE0056	RENTAL-ATS-CAT 279 SKID STEER	RB901614
99 RE0057	RENTAL-ATS-CAT 289 SKID STEER	TAW07494
99 RE0059	RENTAL-ATS-CAT 308 MINI EXCAVATOR W/THUMB	FXJ13506
99 RE0060	RENTAL-ATS-CAT 259 SKID STEER	FTL12152
99 RE0061	RENTAL-ATS-CAT 236 SKID STEER	KXL01429
99 RE0063	RENTAL-ATS-CAT CB10 ASPHALT ROLLER	P8P00388
99 RE0064	RENTAL-ATS-CAT 279 SKID STEER	RB902594
99 RE0065	RENTAL-ATS-FREIGHTLINER VAC TRUCK	
99 RE0067	RENTAL-ATS-CAT 279 SKID STEER	GTL06945
99 RE0068	RENTAL-BOMAG BMP8500 TRENCH ROLLER	101720125079
99 RE0069	RENTAL-ATS-CAT 242 SKID STEER	DZT04938
99 RE0070	RENTAL-ATS-CAT 259 SKID STEER	FTL12124
99 RE0071	RPO-VOGELE 2003-31	975 01
99 RE0073	RPO-VOGELE 2003-31 (SOUTH)	975 01
99 RE0074	RPO-VOGELE 1700-31 (8FOOT)	19820203
99 RE0075	RENTAL-ATS-BROCE BROOM	H11243
99 RE0076	CAT 420F2 BACKHOE	1HWD03093
99 RE0077	CAT D3 XL DOZER	KF202359
99 RE0078	CAT D3 XL DOZER	KF207139
99 RENTAL	ATS RENTED EQUIPMENT	
99 RL9901	RENTAL CAT CS56 ROLLER W/GPS	181100746
99 RL9902	RENTAL CAT CB54 ROLLER	JLM00803
99 RL9903	RENTAL CAT CB54 ROLLER	RJN00339
99 RL9904	RENTAL HAMM H12 ROLLER	12351413
99 SK9901	RENTAL CAT 259 SKID STEER	FTL17369
99 SK9902	RENTAL CAT 259 SKID STEER	CW904463
99 SK9903	RENTAL CAT 289 SKID STEER	TAW04630
99 SK9904	RENTAL CAT 289 SKID STEER	TAW05346
99 SK9905	RENTAL CAT 259 SKID STEER	FTL16034
99 SK9906	RENTAL CAT 289 SKID STEER	TAW06758
99 SK9907	RENTAL CAT 226 SKID STEER	HRD02690
99 SK9908	RENTAL CAT 226 SKID STEER	HRD04178
99 SK9909	RENTAL CAT 279 SKID STEER	GTL06680
RM COV PMT	RM COVENANT PMTS	
RM GOOD	RM GOODWILL	
RM QDEVEL	RM QUARRY DEVELOPMENT	



Andy Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF EEO AND CONTRACT COMPLIANCE
Room 395, Capitol Annex
702 Capital Avenue
Frankfort, Kentucky 40601
(502) 564-2874
Fax (502) 564-1055

Holly M. Johnson
Secretary

Yvette M. Smith
Executive Director

August 23, 2021

ATTENTION: L-M Asphalt Partners, Ltd. dba ATS Construction

Subject: Certification

Your company has been certified to do business with the Commonwealth of Kentucky pursuant to Kentucky's Equal Employment Opportunity Act, KRS 45.550 to 45.640. The one-year certification **expires August 30, 2022.**

You will receive a recertification notice at least ten (10) business days before the expiration date.

Please call (502) 564-2874 if you have questions regarding your certification.

Sincerely,

A handwritten signature in black ink that reads "Yvette M. Smith".

Yvette M. Smith
Executive Director



**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

www.transportation.ky.gov/

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

April 26, 2022

Dear Contractor:

The Transportation Cabinet has issued the enclosed Certificate of Eligibility which indicates the maximum amount of work permitted to be under contract at anyone time, as a prime contractor. The Construction Prequalification Committee has approved those types of work for which your organization is considered qualified to bid or accept a subcontract on highway projects in Kentucky.

This certificate will expire at the end of your current fiscal year, or calendar year whichever is applicable as provided by Internal Revenue Service Regulations, but will be extended for 120 days to permit sufficient time for filing new data and renewal of eligibility without loss of bidding capacity.

Please examine the certificate carefully and note that it may not grant eligibility for all of the types of work requested in your application. If you should have reasons to request for reconsideration of types of work permitted by the Transportation Cabinet, please see our website for information and instructions on how to request additional work items.

New prequalified contractors will need to purchase or download the latest edition of the Standard Specifications for Road and Bridge Construction and the Supplemental Specification Manual. First time bidders should pay special attention to Section 102, Bidding Requirements and Conditions, and Section 103, Awards and Execution of Contracts. The Standard Specifications for Road and Bridge Construction and Supplemental Specification Manual may be obtained by visiting the Division of Construction website at www.transportation.ky.gov/construction/.

Sincerely,

A handwritten signature in cursive script that reads "Shella J Eagle".

Shella J Eagle, Administrative Branch Manager
Division of Construction Procurement
Prequalification Branch
502-782-4815
shella.eagle@ky.gov

se/rla
Enclosure



Certificate No.

A - 2022

01947

Certificate of Eligibility

Issued By

Commonwealth of Kentucky

Transportation Cabinet

This certifies that L-M ASPHALT PARTNERS LTD D/B/A ATS CONSTRUCTION

3009 ATKINSON AVENUE STE 400

LEXINGTON, KY 40509

is hereby qualified to accept a contract or subcontract on projects of the Department of Highways for such a period as uncompleted work under prime contract at any time does not exceed the aggregate amount of **UNLIMITED**. This certificate which expires **December 31, 2022** is subject to revision or revocation, and is extended to 120 days from this expiration date. An application for renewal of this certificate must be filed within ninety days after the above date.

Types of Work

- A GRADE AND DRAIN
- B PORTLAND CEMENT CONCRETE PAVING
- C1 ASPHALT PAVING OPTION B
- C2 ASPHALT PAVING OPTION A
- E1 BRIDGES NOT MORE THAN 70 FT. CLEAR SPAN
- I37 TRAFFIC CONTROL
- I38 BITUMINOUS MILLING & TEXTURING

Date Issued: April 25, 2022

By

A handwritten signature in black ink, appearing to be "John M.", written over a horizontal line.

State Highway Engineer
Department of Highways

Attachment C: Similar Jobs

Year	Project	Description	County	Contract Total
2018	618006	NEW CIRCLE RD (KY4)-FAYETTE-NHPP 2681 (033) - CID 181213	Fayette	\$ 42,006,018.66
2020	620012	LFUCG-CLAYS MILL ROAD IMPROVEMENTS-17-2020	Fayette	\$ 10,683,653.39

Attachment D

Contract	Description	Customer	Project No	County Location	Name of Road	Contract Letting/Bid Date	Contract ID No.
622520.00	KNOX CO CID 222223 KY 1232	5341	FD05 061 1232 000-004	KNOX	BARBOURVILLE ROAD KY 1232	3/24/22	222223
622519.00	ROCKCASTLE CID 221012 US 25	5341	STP 5201 (008)	ROCKCASTLE	US-25	3/24/22	221012
622512.00	WHITLEY CO I75-BURNT CAR PVMT REHAB 2022	5341		WHITLEY	I-75		201034
622510.00	222166 WHITLEY GORDON HILL KY 312	5341	FD05 118 0312 000-002	WHITLEY	Gordon Hill KY 312	2/24/22	222166
622509.00	222019 LAUREL DIXIE STREET KY 2391	5341	FD05 063 2391 000-001	LAUREL	DIXIE STREET KY 2391	2/24/22	222019
622508.00	LAUREL CID 222145 US 25	5341	FD05 063 0025 019-024	LAUREL	LIVINGSTON ROAD US 25	1/27/22	222145
622507.00	CLAY CID 222157 KY 873 ELK MOUNTAIN	5341	FD05 026 0873 000-004	CLAY	ELK MOUNTAIN ROAD KY 873	1/27/22	222157
622506.00	CLAY CID 222014 HWY 421	5341	FD05 026 0421 000-006	CLAY	US 421	1/27/22	222014
622505.00	WHITLEY CID 221003 I75 MP 24.3 - 27.9	5341	NHPP IM 0752(103)	WHITLEY	I-75	1/27/22	221003
622127.00	CALL 340 FAYETTE- NEWTOWN PIKE	5341	FD050340922001- 004	FAYETTE	NEWTOWN PIKE	4/28/22	222306
622126.00	CALL 325 FAYETTE- LIBERTY RD C	5341	FD050341927000- 003	FAYETTE	LIBERTY ROAD	4/28/22	222257
622125.00	CALL 201 FAYETTE- CLARK I-64 CO	5341	121GR22D019	FAYETTE- CLARK	I-64	4/28/22	221319

JC Contracts

622114.00	CALL 315 FAYETTE- OLD FRANKFOR	5341	FD050341681004- 006	FAYETTE	OLD FRANKFORT PIKE	3/17/22	222094
622112.00	CALL 108 FAYETTE- RUSSELL CAVE	5341	HSIP 5205(022)	FAYETTE	RUSSELL CAVE ROAD	3/24/22	224403
622105.00	CALL 306 FAYETTE- LEESTOWN RD	5341	222190	FAYETTE	LEESTOWN RD	2/24/22	306
622101.00	CALL 315 FAYETTE- GEORGETO WN R	5341	222131	FAYETTE	GEORGETO WN RD	1/27/22	315
621562.00	ROCKCASTLE CO CID NO. 212518 US 25	5341	FD05 102 0025 012-016	ROCKCASTL E	US 25	12/10/21	212518
621561.00	CLAY CO CID NO. 212489 HAL RODGERS THIN LIFT	5341	FD05 026 9006 010-014	CLAY	HAL RODGERS PARKWAY	12/10/21	212489
621559.00	WHITLEY CO CID NO. 212454 KY 90	5341	FD05 118 0090 000-003	WHITLEY	KY 90	11/19/21	212454
621555.00	LAUREL CO CID NO. 213190 VARIOUS ROUTES	5341	063GR21R115- CB06	LAUREL	VARIOUS ROUTES	10/22/21	213190
621554.00	WHITLEY CO CID NO. 212415 KY 26	5341	FD05 118 0026 000-004	WHITLEY	KY 26	10/22/21	212415
621553.00	WHITLEY CO CID NO. 212414 KY 11	5341	FD05 118 0011 000-003	WHITLEY	KY 11	10/22/21	212414
621552.00	KNOX CO CID 212418 KY 830	5341	FD05 061 0830 000-001	KNOX	KY 830	10/22/21	212418
621551.00	WHITLEY CO CID NO. 213189 VARIOUS ROUTES	5341	118GR21R114- CB06	WHITLEY	VARIOUS ROUTES	9/24/21	213189

JC Contracts

621550.00	ROCKCASTLE CO CID 213177 VARIOUS ROUTES	5341	102GR21R058- CB06	ROCKCASTL E	VARIOUS ROUTES	10/22/21	213177
621549.00	CLAY CO CID 211340 HAL ROGERS PARKWAY	5341	FD04 026 9006 015-020	CLAY	PARKWAY	9/24/21	211340
621548.00	WHITLEY CO CID NO 212367 KY 6	5341	FD05 118 0006 000-001	WHITLEY	KY 6	9/24/21	212367
621547.00	LAUREL CO CID NO 212099 KY 80	5341	FD05 063 0080 015-020	LAUREL	KY 80	9/24/21	212099
621546.00	CLAY CO CID NO. 212104 ONEIDA KY 66	5341	FD05 026 0066 028-033	CLAY	KY 66	9/24/21	212104
621544.00	LAUREL CO CID NO. 212340 HWY 25	5341	FD05 063 0025 000-010	LAUREL	US 25	8/20/21	212340
621543.00	CLAY CO CID NO. 213132 VARIOUS ROUTES	5341	026GR21R066- CB06	CLAY	VARIOUS ROUTES	7/23/21	213132
621542.00	LAUREL CO CID NO. 211327 HWY 490 HSIP	5341	HSIP 5318 (004)	LAUREL	EAST BERNSTADT- LIVINGSTON ROAD (KY 490)	7/23/21	211327
621532.00	WHITLEY CO CID NO. 212242 KY 26	5341	FD05 118 0026 003-006	WHITLEY	WOFFORD - ROCKHOLDS (KY 26)	6/25/21	212242
621531.00	LAUREL CO CID NO. 212094 KY 192	5341	FD05 063 0192 003-013	LAUREL	KY 192	6/25/21	212094
621516.00	CLAY CO CID NO. 213088 VARIOUS ROUTES	5341	026GR21R037- CB06	CLAY	VARIOUS ROUTES	4/23/21	213088

JC Contracts

621515.00	WHITLEY CO CID NO. 213085 VARIOUS ROUTES	5341	118GR21R014- CB06	WHITLEY COUNTY	VARIOUS ROUTES IN WHITLEY COUNTY	4/23/21	213085
621514.00	KNOX CO CID NO. 213081 VARIOUS ROUTES	5341	061GR21R032- CB06	KNOX	VARIOUS ROUTES	4/23/21	213081
621513.00	WHITLEY CO CID NO. 212218 KY 3422	5341	FD05 118 3422 002-005	WHITLEY	LIBERTY SCHOOL ROAD KY 3422	4/23/21	212218
621512.00	WHITLEY CO CID NO. 212217 KY 1481	5341	FD05 118 1481 000-003	WHITLEY	PINEY GROVE KY 1481	4/23/21	212217
621504.00	ROCKCASTLE CO CID NO. 213071 KY 1249	5341	CB06 102 1249 009-015	ROCKCASTL E	SAND SPRINGS ROAD KY 1249	3/19/21	213071
621502.00	ROCKCASTLE CO KY 70 CID 212036	5341	FD05 102 0070 000-007	ROCKCASTL E	WILLATILLA ROAD (KY 70)	2/19/21	212036
621204.00	CALL 300- FAYETTE- OLD FRANKFO	5341	FD390341681004- 005	FAYETTE	OLD FRANKFORT PIKE (KY 1681)	11/19/21	212478
621203.00	CALL 200 FAYETTE- I- 75/I-64 CID 211049	5341	034GR21D049- NHPP	FAYETTE	I-75/I-64	11/19/21	211049
621179.00	CALL 426 FAYETTE - VARIOUS CID 213162	5341	034GR21R093- CB06	FAYETTE	VARIOUS ROUTES		213162
621172.00	CALL 200- US 25 AND US 27 CID	5341	034GR21P064- NHPP	FAYETTE	US 25 AND US 27	8/20/21	212337
621167.00	CALL 105 FAYETTE- MERCER RD CT	5341	CM 3003 (336)	FAYETTE	MERCER ROAD (KY 1257)	7/23/21	211324
621164.00	CALL 104 SCOTT- I-75 CID 211029 JV HHP	5341	NHPP IM 0755(030)	SCOTT	I-75	7/23/21	211029

JC Contracts

621152.00	CALL 103 HARRODSBU RG RD CID 212055	5341	NHPP 9040 (047)	FAYETTE	HARRODSBU RG RD (US 68)	6/25/21	212055
621115.00	CALL 316 FAYETTE- VERSAILLES R	5341	FD050340060006- 008	FAYETTE	VERSAILLES RD (US 60)	3/19/21	212056
621106.00	CALL 404 FAYETTE- VARIOUS CID	5341	034GR21R027- CB06	FAYETTE	VARIOUS	2/19/21	213057
621102.00	CALL 313- FAYETTE- MAN O'WAR (5341	FD05 034 1425 000-002	FAYETTE	MAN O'WAR (KY 1425)	1/29/21	212027
620519.00	KY 80 & 490 LAUREL CO CID 202319	5341	063GR209040- NHPP & STP	LAUREL	KY 80 AND KY 490	12/11/20	202319
620518.00	WHITLEY CO I75 REHAB CID 201034	5341	NHPP 0751(090)	WHITLEY	I-75		201034
620515.00	KY 461 ROCKCASTLE CO. CID 202106	5341	NHPP 9040(028)	ROCKCASTLE	LAKE CUMBERLAND ROAD (KY 461)	10/9/20	202106
620514.00	KY 26 WHITLEY CO. CID 202149	5341	STP 9040(035)	WHITLEY	ROCKHOLDS- WOODBINE KY 26	10/9/20	202149
620502.00	PARKSIDE RD/LEVI RD (KY2388)- LAUREL-CID 202105	5341	FD05 063 2388 000-001	LAUREL	PARKSIDE RD/LEVI RD (KY 2388)	3/20/20	202105
620500.00	KY 2438 & KY 472 - CLAY - 026GR20P01 8-FD05 CID 202048	5341	026GR20P018 - FD05	CLAY	KY2438 & KY 472	2/21/20	202048
619549.00	CUMBERLAND FALLS HWY (US25W) - WHITLEY - CID 192387	5341	FD05 118 025W 026-033	WHITLEY	CUMBERLAND FALLS HIGHWAY (US 25W)	11/22/19	192387

JC Contracts

619546.00	CUMBERLAND GAP PARKWAY (US25E)- KNOX- CID192371	5341	061GR19P065 - FD05 & FD04	KNOX	CUMBERLAND GAP PARKWAY (US25E)	10/25/19	192371
619545.00	GREENMOUNT BOND RD (KY 3630) - LAUREL- CID 192380	5341	FD05 063 3630 000-002	LAUREL	GREENMOUNT BOND ROAD (KY 3630)	10/25/19	192380
619544.00	FOGERTOWN RD (KY 472)-CLAY- FD 05 0472 003-006 CID 192382	5341	FD05 026 0472 003-006	CLAY	FOGERTOWN ROAD (KY 472)	10/25/19	192382
619543.00	WEST LAUREL RD (KY 192) - LAUREL- HSIP 9010 (408) CID 194130	5341	HSIP 9010 (408)	LAUREL	WEST LAUREL ROAD (KY 192)	10/25/19	194130
619539.00	VARIOUS ROUTES - LAUREL - 063GR19R095-CB06 CID 193348	5341	063GR19R095- CB06	LAUREL	VARIOUS ROUTES	9/20/19	193348
619536.00	VARIOUS ROUTES - CLAY - 026GR19R075-CB06 CID 193169	5341	026GR19R075- CB06	CLAY	VARIOUS ROUTES	8/23/19	193169
619535.00	KY 11 - HSIP 5286 (015) - CLAY - CID 194124	5341	HSIP 5286 (015)	CLAY	KY 11	8/23/19	194124

JC Contracts

619533.00	SAXTON RD (KY 1804)- WHITLEY- FD05 118 1804 000- 003 CID 192242	5341	FD05 118 1804 000-003	WHITLEY	SAXTON ROAD (KY 1804)	7/26/19	192242
619532.00	MASTER ST (KY 312) - KNOX - FD05 061 0312 000-001 CID 192250	5341	FD05 061 0312 000-001	KNOX	MASTER ST (KY 312)	7/26/19	192250
619531.00	BRIGHT SHADE RD (KY 2467) FD05 026 2467 002- 004 CID 192272	5341	FD05 026 2467 002-004	CLAY	BRIGHT SHADE RD (KY 2467)	7/26/19	192272
619530.00	I-75 ROCKCASTLE /LAUREL121 GR19D016- NHPP IM CID 191222	5341	121GR19D016- NHPPIM	ROCKCASTL E/LAUREL	I-75	7/26/19	191222
619524.00	VARIOUS WHITLEY - 118GR19R03 9-CB06 CID 193136	5341	118GR19R039- CB06	WHITLEY	VARIOUS	6/21/19	193136
619523.00	VARIOUS- ROCKCASTLE 102GR19R03 5-CB06 CID 193132	5341	102GR19R035- CB06	ROCKCASTL E	VARIOUS	6/21/19	193132
619521.00	LONDON/LIV INGSTON RD (US25)- LAUREL-CID 192200	5341	FD05 063 0025 016-020	LAUREL	LONDON TO LIVINGSTON RD (US25)	5/24/19	192200

JC Contracts

619520.00	I-75 REHAB - ROCKCASTLE - CID 191026 NHPP IM 0753 (101)	5341	NHPP IM 0753 (101)	ROCKCASTL E	I-75	5/24/19	191026
619512.00	JELICO/WIL LIAMSBURG RD (US 25W) - WHITLEY - CID 192175	5341	FD05 118 025W 006-013	WHITLEY	JELICO TO WILLIAMSBUR G RD (US 25W)	4/26/19	192175
619511.00	LONDON/SO MERSET RD (KY80) - LAUREL - CID 192173	5341	FD05 063 0080 000-005	LAUREL	LONDON TO SOMERSET ROAD (KY80)	4/26/19	192173
619509.00	5TH ST (KY727) - WHITLEY - FD05 118 0727 002- 004 CID 192071	5341	FD05 118 0727 002-004	WHITLEY	5TH STREET (KY 727)	3/22/19	192071
619508.00	KY 92 - WHITLEY - FD05 118 0092 009- 011 - CID 192076	5341	FD05 118 0092 009-011	WHITLEY	KY 92	3/22/19	192076
619507.00	BARBOURVIL LE RD(KY11)- CLAY- FD05 026 0011 000-009 CID 192035	5341	FD05 026 0011 000-009	CLAY	BARBOURVI LLE RD (KY 11)	3/22/19	192035
619506.00	HAL ROGER PRKWY (KY80)- LAUREL- HSIP 0803 (211) CID 194207	5341	HSIP 0803 (211)	LAUREL	HAL ROGERS PARKWAY (KY 80)	3/22/19	194207

JC Contracts

619505.00	HAL ROGERS PRKWY- LAUREL- NHPP 0804(020) - CID 192106	5341	NHPP 0804(020)	LAUREL	HAL ROGER PARKWAY	3/22/19	192106
619504.00	CMBLD FALLS RD(KY90)- WHITLEY- FD05 118 0090 002- 009 CID192031	5341	FD05 118 0090 002-009	WHITLEY	CUMBERLAN D FALLS ROAD (KY90)	2/22/19	192031
619503.00	JOHNSON RD (KY 472)- LAUREL- FD05 063 0472 007- 012 CID 192033	5341	FD05 063 0472 007-012	LAUREL	JOHNSON ROAD (KY 472)	2/22/19	192033
619502.00	BARBOURVIL LE RD (KY 6)- KNOX-FD05 061 0006 000-005 CID 192032	5341	FD05 061 0006 000-005	KNOX	BARBOURVI LLE RD (KY6)	2/22/19	192032
619501.00	CLAY CO. US421 - FD05 026 0421 028- 033 CID 192102	5341	FD05 026 0421 028-033	CLAY	MANCHESTE R TO MCKEE RD (US421)	2/22/19	192102
619220.00	KYTC CALL 317- NEW CIRCLE RD CID 192315	5341	FD050340004010 014	FAYETTE	NEW CIRCLE ROAD (KY 4)	10/25/19	192315
619206.00	KYTC CALL 404- VARIOUS ROUTES- FAYETTE CID 193344	5341	034GR19R091- CB06	FAYETTE	VARIOUS ROUTES	9/20/19	193344

JC Contracts

619205.00	KYTC CALL 310 BRYAN STATION ROAD (KY57) CID192314	5341	FD050340057000- 002	FAYETTE	BRYAN STATION ROAD (KY 57)	9/20/19	192314
619204.00	CALL 309- NICHOLASVI LLE RD RESURF CID 192320	5341	FD050340027003- 006	FAYETTE	NICHOLASVI LLE RD (US 27)	9/20/19	192320
619193.00	KYTC CALL 312- FAYETTE- OLD FRANKFORT PIKE CID 192333	5341	FD05 034 1681 000-005	FAYETTE	OLD FRANKFORT PIKE	8/23/19	192333
619183.00	KYTC CALL 104 FAYETTE I- 75 EXIT RAMP AT MAN O WAR CID191039	5341	STPM 0754 (064)	FAYETTE	I-75 SB RAMP TO MAN O WAR BLVD	7/26/19	191039
619160.00	KYTC CALL 401 GEORGETO WN RD (US 25) CID192183	5341	034GR19P043- FD05	FAYETTE	GEORGETO WN ROAD (US 25)	6/21/19	192183
619159.00	KYTC CALL 314 NEW CIRCLE ROAD (KY 4) CID 192228	5341	FD05 034 004 007-009	FAYETTE	NEW CIRCLE ROAD (KY 4)	6/21/19	192228
619109.00	KYTC CALL 407- FAYETTE- PARKERS MILL CID192129	5341	034GR19035- FD05&FE01	FAYETTE	PARKER'S MILL	3/22/19	192129
619101.00	KYTC CALL 323 FAYETTE (TODD'S ROAD) CID192107	5341	FD05 034 1927 006-009	FAYETTE	TODD'S ROAD	2/22/19	192107

JC Contracts

619011.00	KYTC I-75 LAUREL - NHPP IM 0752 (059) - CID 191245	5341	NHPP IM 0752 (059)	LAUREL	I-75	10/25/19	191245
619007.00	KYTC KEAVY- LONDON RD (KY 363) - LAUREL - CID 191038	5341	FD04 SPP 063 0363 009-010	LAUREL	KEAVY- LONDON RD (KY-363)	7/26/19	191038
619003.00	KYTC I-75- LAUREL CO- NHPP IM 0752 (100)- CID 191210	5341	NHPP IM 0752 (100)	LAUREL	I-75	3/22/19	191210
618542.00	KNOX - WOODBINE CONNECTOR (KY3606) CID 182400	5341	FD05 061 3606 000-002	KNOX	WOODBINE CONNECTOR (KY 3606)	12/7/18	182400
618537.00	VARIOUS ROUTES- WHITLEY 118GR18R05 4-CB06 CID 183306	5341	118GR18R054- CB06	WHITLEY	VARIOUS	10/26/18	183306
618536.00	VARIOUS ROUTES- ROCKCASTLE 102GR18R05 3-CB06 CID 183305	5341	102GR18R053- CB06	ROCKCASTLE	VARIOUS	10/26/18	183305
618535.00	VARIOUS ROUTES- KNOX 061GR18R05 5-CB06	5341	061GR18R055- CB06	KNOX	VARIOUS	10/26/18	183307
618534.00	KY 92 - WHITLEY CO - FD05 118 0092 011- 017 CID 182347	5341	FD05 118 0092 011-017	WHITLEY	WILLIAMSBU RG TO SUTTONS MILL RD (KY 92)	9/21/18	182347

JC Contracts

618530.00	RIVER FORESTRY RD- LAUREL- FD05 063 0909 000-002 CID 182334	5341	FD05 063 0909 000-002	LAUREL	ROCKCASTL E RIVER FORESTRY ROAD (KY 909)	8/24/18	182334
618526.00	VARIOUS ROUTES- CLAY- 026GR18R061-CB016 CID 183161	5341	026GR18R061-CB06	CLAY	VARIOUS ROUTES	7/27/18	183161
618525.00	HAL ROGERS PKWY - CLAY - CID 181030	5341	NHPP 0804 (019)	CLAY	HAL ROGERS PARKWAY (PW-9006)	7/27/18	181030
618520.00	KY 11/KY 66- CLAY- 026GR18P010 - FD05 CID182050	5341	026 GR18P010-FD05	CLAY	KY11 & KY66	6/22/18	182050
618519.00	LONDON-LIVINGSTON RD (US25)- FD05 102 0025 000-005 CID 182265	5341	FD05 102 0025 000-005	ROCKCASTL E	LONDON-LIVINGSTON RD (US 25)	6/22/18	182265
618518.00	LONDON TO TYNER RD(KY 30) - LAUREL- CID 182274	5341	FD05 063 0030 000-004	LAUREL	LONDON TO TYNER ROAD (KY 30)	10/30/18	182274
618517.00	BRIGHT SHADE ROAD (KY 2467) - CLAY - CID 182260	5341	FD05 026 2467 000-003	CLAY	BRIGHT SHADE ROAD (KY 2467)	6/22/18	182260
618511.00	VARIOUS ROUTES- LAUREL- 063GR18R022-CB06 CID 183122	5341	063GR18R022-CB06	LAUREL	VARIOUS	5/25/18	183122

JC Contracts

618510.00	I-75 PAVING - ROCKCASTLE NHPP IM 0753 (100) CID 181217	5341	NHPP IM 0753 (100)	ROCKCASTL E	I-75	5/25/18	181217
618507.00	SAXTON RD(KY 1804)- WHITLEY- FD05 118 1804 002- 006 CID 182119	5341	FD05 118 1804 002-006	WHITLEY	SAXTON ROAD (KY1804)	4/27/18	182119
618506.00	RED BIRD RD (KY-66)- CLAY-FD05 026 0066 006-010 CID 182084	5341	FD05 026 0066 006-010	CLAY	RED BIRD ROAD (KY66)	4/27/18	182084
618504.00	BROWNING ACRES RD (KY2989)- FD05 118 2989 000- 002 CID 182074	5341	FD05 118 2989 000-002	WHITLEY	BROWNING ACRES RD (KY 2989)	3/23/18	182074
618503.00	MAIN ST N. (US 25)- LAUREL- FD05 063 0025 012- 014-CID 182120	5341	FD05 063 0025 012-014	LAUREL	MAIN STREET NORTH (US 25)	3/23/18	182120
618501.00	CORBIN BYPASS-KY 3041- WHITLEY- FD05118304 000-002 CID182053	5341	FD05 118 3041 000-002	WHITLEY	CORBIN BYPASS KY3041	1/26/18	182053

JC Contracts

618500.00	KYTC - KY11/KY229 - KNOX - 061 GR 18 P009- FD05 CID 182045	5341	061GR18P009- FD05	KNOX	KY 11 & KY229	1/26/18	182045
618187.00	KYTC - VARIOUS ROUTES FAYETTE - 034GR18R04 3-CB06 CID 183251	5341	034GR18R043- CB06	FAYETTE	VARIOUS	8/24/18	183251
618186.00	KYTC - CALL 307 - LEESTOWN RD (US 421)	5341	FD05 034 0421 000-003	FAYETTE	LEESTOWN (US 421)	8/24/18	182339
618166.00	KTYC - CALL 205 - FAYETTE- SCOTT I-75	5341	121GR18D021- NHPP	FAYETTE- SCOTT	I-75	7/27/18	181029
618146.00	KYTC - BCTC PARK LOT 18400 CID 184004	5341	FE01 034 8213 000-001	FAYETTE	BCTC PARKING LOT	5/25/18	184004
618145.00	KYTC - WOODFORD - LEESTOWN RD RESUFACING CID 182088	5341	FD05 120 0062 015-017	WOODFORD	LEESTOWN	5/25/18	182088
618144.00	KYTC - FAYETTE - MAN O WAR RESURFACIN G CID 182213	5341	FD05 034 1425 000-001	FAYETTE	MAN O'WAR	5/25/18	182213

JC Contracts

618143.00	KYTC - FAYETTE - LEESTOWN RD RESURFACIN G CID 182176	5341	FD05 034 0421 004-009	FAYETTE	LEESTOWN	5/25/18	182176
618142.00	KYTC - NEW CIRCLE (KY4) RESURFACIN G CID 182198	5341	FD05 0340 0004 002-005	FAYETTE	NEW CIRCLE KY 4	5/25/18	182198
618141.00	KYTC - CALL 204 - FAYETTE - VARIOUS INTERSECTI ONS CID 184216	5341	121GR18T008- HSIP	FAYETTE	VARIOUS	5/25/18	184216
618140.00	KYTC - CALL 203 - FAYETTE - RICHMOND	5341	121GR18T006- HSIP-SLX-FD05	FAYETTE	RICHMOND ROAD (US 25)	5/25/18	184213
618124.00	NEWTOWN PIKE(KY 922)- FAYETTE- FD05 034 0922 005- 010 CID182160	5341	FD05 034 0922 005-010	FAYETTE	NEWTOWN PIKE (KY 922)	4/27/18	182160
618113.00	KYTC - FAYETTE- HARRODSBU RG ROAD RESURFACIN G CID182124	5341	FD05 034 0068 003-006	FAYETTE	HARRODSBU RG ROAD	3/23/18	182124
618014.00	KYTC GEORGETO WN NW BYPASS (US 460) - SCOTT - CID 181239	5341	STP 4601 (048)	SCOTT COUNTY	GEORGETO WN NORTHWES T BYPASS (US 460)	12/7/18	181239

JC Contracts

618009.00	KYTC CUMBERLAN D GAP PKWY (US 25E)- KNOX/LAURE L-CID 181219	5341	121GR18D019- NHPP	KNOX- LAUREL	CUMBERLAN D GAP PKWY (US25E)	6/22/18	181219
618006.00	KYTC NEW CIRCLE RD (KY4)- FAYETTE- NHPP 2681 (033)-CID 181213	5341	NHPP 2681 (033)	FAYETTE	NEW CIRCLE ROAD (KY 4)	4/27/18	181213
618000.00	I-75 ROCKCASTLE - 102GR18D00 1-NHPP IM - CID 181001	5341	102GR18D001- NHPP IM	ROCKCASTL E	I-75	1/26/18	181001

Estimated Total Active Contract Amount: \$210,500,000.00

Estimated Completed from last reconcile: \$126,300,00.00

Remaining on Contracts: \$84,200,000.00



Attachment E
L-M Asphalt Partners, Ltd. dba ATS Construction

Principal Officers, Managers and Superintendents of the Organization

Name	Position	Years of Experience	Magnitude and Type of Work	Capacity
Steven L. Lawson	CEO/Owner	20+	Highway Grading, Asphalt Paving and Utility Construction	Overall Company Administration
Brian R. Billings	President	25+	Highway Grading and Asphalt Paving Construction	Company Administration and Engineering
Harry L. Burchett	Vice President	30+	Highway Grading and Utility Construction	Engineering
Tyler Eric Walton	Contracting Engineer	3+	Grading and Asphalt Construction	Contract Administration and Engineering
Paul Corum III	Secretary	10+	Highway Grading, Asphalt Paving and Utility Construction	Administration
Rodney Martin	CFO	15+	Highway Grading, Asphalt Paving and Utility Construction	Administration
Keith Vance	Paving Superintendent	30+	Heavy highway, Airport, and Residential Paving	Field Superintendent
Todd McDaniel	Project Engineer, Manager, & Estimator	10+	Highway Asphalt Paving, Grading, and Concrete Construction	Engineering
Dylan Murphy	Project Engineer, Manager, & Estimator	10+	Highway Drainage, Grading, and Concrete Construction	Engineering
Jamie Davis	Grading Superintendent	25+	Highway and Residential Grading, Drainage, and Concrete Construction	Field Superintendent

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PART IV
GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.1 Addenda

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

1.2 Agreement

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.3 Application for Payment

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

1.4 Bid

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.5 Bidder

An individual, partnership, or corporation, who submit unit prices for a contract with the OWNER, for the Work elements described in the proposed Contract Documents.

1.6 Bonds

Performance and payment bonds and other instruments of security.

1.7 Calendar Day

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

1.8 Change Order

A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

1.9 Contract Documents

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

1.10 Contract Unit Price

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

1.11 Contract Time

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

1.12 CONTRACTOR

The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13 Defective

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

1.14 Drawings

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.15 Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective.

1.16 ENGINEER

The authorized representative of the responsible division with the Lexington-Fayette Urban County Government.

1.17 Field Order

A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

1.18 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a

member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

1.19 Inspector

The authorized representative of the ENGINEER who is assigned to the site or any part thereof.

1.20 Laws and Regulations

Laws, rules, regulations, ordinances, codes and/or orders.

1.21 Notice of Award

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

1.22 Notice to Proceed

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

1.23 OWNER

The Lexington-Fayette Urban County Government.

1.24 Partial Utilization

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

1.25 Project

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

1.26 Shop Drawings

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

1.27 Specifications

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

1.28 Standard Specifications

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices".

1.29 Subcontractor

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

1.30 Special Conditions

The part of the Contract Documents which amends or supplements these General Conditions.

1.31 Supplier

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

1.32 Underground Facilities

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

1.33 Unit Price Work

Work to be paid for on the basis of unit prices.

1.34 Work

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

1.35 Time Period

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

2. PRELIMINARY MATTERS

2.1 DELIVERY OF BONDS

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

2.2 COPIES OF DOCUMENTS

Owner shall furnish to CONTRACTOR up to two copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED

The Contract Time will commence to run on the day specified in the Notice to Proceed.

2.4 STARTING THE PROJECT

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 BEFORE STARTING CONSTRUCTION

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

2.6 SUBMITTAL OF SCHEDULES

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to ENGINEER for review:

2.6.1 AN ESTIMATED PROGRESS SCHEDULE INDICATING THE STARTING AND COMPLETION DATES OF THE VARIOUS STAGES OF THE WORK;

2.6.2 A PRELIMINARY SCHEDULE OF SHOP DRAWING SUBMISSIONS; AND

2.6.3 A PRELIMINARY SCHEDULE OF VALUES FOR ALL OF THE WORK WHICH WILL INCLUDE QUANTITIES AND PRICES OF ITEMS AGGREGATING THE CONTRACT PRICE AND WILL SUBDIVIDE

THE WORK INTO COMPONENT PARTS IN SUFFICIENT DETAIL TO SERVE AS THE BASIS FOR PROGRESS PAYMENTS DURING CONSTRUCTION. SUCH PRICES WILL INCLUDE AN APPROPRIATE AMOUNT OF OVERHEAD AND PROFIT APPLICABLE TO EACH ITEM OF WORK WHICH WILL BE CONFIRMED IN WRITING BY CONTRACTOR AT THE TIME OF SUBMISSION.

2.6.4 PRECONSTRUCTION CONFERENCE

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, ENGINEER and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the DBE goals.

2.7 FINALIZING SCHEDULES

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE

3.1 GENERAL

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2 INTENT

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical

society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 8.4.

3.3 CONFLICTS

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

Dimensions

1. Plan
2. Calculated
3. Scaled

Documents

1. Field and Change Orders
2. Addenda
3. Plans
4. Standard Drawings
5. Supplemental Specifications
6. Standard Technical Specifications
7. Special Conditions
8. Agreement
9. Instruction to Bidders
10. General Conditions

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

3.4 AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

3.5 REUSE OF DOCUMENTS

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. ENGINEER shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 PHYSICAL CONDITIONS

4.2.1 EXPLORATIONS AND REPORTS

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 EXISTING STRUCTURES

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and

subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 REPORT OF DIFFERING CONDITIONS

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing any WORK in connection therewith (except in an emergency) notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER'S REVIEW

Engineer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of ENGINEER'S findings and conclusions.

4.2.5 POSSIBLE DOCUMENT CHANGE

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 POSSIBLE PRICE AND TIME ADJUSTMENTS

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.3 PHYSICAL CONDITIONS-UNDERGROUND FACILITIES

4.3.1 SHOWN OR INDICATED

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based

on information and data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 **NOT SHOWN OR INDICATED**

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

4.4 REFERENCE POINTS

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

5. CONTRACTOR'S RESPONSIBILITIES

5.1 SUPERVISION

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

5.2 SUPERINTENDENCE

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 LABOR

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

5.4 START-UP AND COMPLETION OF WORK

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.5 MATERIALS AND EQUIPMENT

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

5.5.1 NOT CLEARLY SPECIFIED OR INDICATED

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the ENGINEER of all such instances at least five (5) days in advance of receiving the proposals. The Engineer will then determine which size, weight, trade grade, quality, finish, etc., is required.

5.5.2 COORDINATION OF WORK

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

5.6 ADJUSTING PROGRESS SCHEDULE

CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

5.7 SUBSTITUTES OR "OR-EQUAL" ITEMS

5.7.1 GENERAL

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/ENGINEER if sufficient information is submitted by

CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ENGINEER from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

5.7.2 SUBSTITUTES

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.2.1 OWNER/ENGINEER'S Approval

OWNER/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require

CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/ENGINEER will record time required by OWNER/ENGINEER and OWNER/ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER'S consultants for evaluating each proposed substitute.

5.8 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

5.8.1 ACCEPTABLE TO ENGINEER

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 OBJECTION AFTER DUE INVESTIGATION

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

5.8.3 CONTRACTOR RESPONSIBLE FOR ACTS OF SUBCONTRACTORS

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least fifty (50) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County Engineer determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 DIVISION OF SPECIFICATIONS

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTORS

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

5.8.6 STATEMENTS AND COMMENTS BY CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

5.9 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

5.10 PERMITS

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

5.11 LAWS AND REGULATIONS

5.11.1 CONTRACTOR TO COMPLY

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

5.11.2 SPECIFICATIONS AND DRAWINGS AT VARIANCE

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.12 TAXES

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of

the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

5.13 USE OF PREMISES

5.13.1 PROJECT SITE

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

5.13.2 CLEAN UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

5.13.3 LOADING OF STRUCTURES

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

5.14 RECORD DRAWINGS

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

5.15 SHOP DRAWINGS AND SAMPLES

5.15.1 SHOP DRAWING SUBMITTALS

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

5.15.2 SAMPLE SUBMITTALS

CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 REVIEW BY CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 NOTICE OF VARIATION

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

5.15.5 ENGINEER'S APPROVAL

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

5.15.6 RESPONSIBILITY FOR ERRORS AND OMISSIONS

ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 COST OF RELATED WORK

Where a Shop or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

5.16 CONTINUING THE WORK

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

5.17 EROSION AND SEDIMENT CONTROL

5.17.1 GENERAL ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 STORMWATER POLLUTION PREVENTION

- A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.
- B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:
 - a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
 - b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
 - c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.
- C. The CONTRACTOR shall provide the necessary equipment and

personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

- D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.
- E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

6. OTHER WORK

6.1 RELATED WORK AT SITE

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

6.2 OTHER CONTRACTORS OR UTILITY OWNERS

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 DELAYS CAUSED BY OTHERS

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and

results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

6.4 COORDINATION

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

7. OWNER'S RESPONSIBILITIES

7.1 COMMUNICATIONS

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

7.2 DATA AND PAYMENTS

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

7.3 LANDS, EASEMENTS, AND SURVEYS

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

7.4 CHANGE ORDERS

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.5 INSPECTIONS, TESTS AND APPROVALS

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

7.6 STOP OR SUSPEND WORK

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

8. ENGINEER'S STATUS DURING CONSTRUCTION

8.1 OWNER'S REPRESENTATIVE

ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

8.2 VISITS TO SITE

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

8.3 PROJECT REPRESENTATION

ENGINEER will provide an Inspector to assist ENGINEER in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

8.4 CLARIFICATIONS AND INTERPRETATIONS

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

8.5 AUTHORIZED VARIATIONS IN WORK

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

8.6 REJECTING DEFECTIVE WORK

ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

8.7 SHOP DRAWINGS

In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

8.8 CHANGE ORDERS

In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

8.9 PAYMENTS

In connection with ENGINEER'S responsibilities with respect to Applications for Payment, etc., see Article 13.

8.10 DETERMINATIONS FOR UNIT PRICES

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

8.11 DECISION ON DISPUTES

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

8.12 LIMITATIONS ON ENGINEER'S RESPONSIBILITIES

8.12.1 CONTRACTOR, SUPPLIER, OR SURETY

Neither ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

8.12.2 TO EVALUATE THE WORK

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S MEANS, METHODS, ETC.

ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 ACTS OF OMISSIONS OF CONTRACTOR

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9. CHANGES IN THE WORK

9.1 OWNER MAY ORDER CHANGE

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.2 CLAIMS

Claims for an increase or decrease in the Contract Price or an extension or shortening or the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

9.3 WORK NOT IN CONTRACT DOCUMENTS

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

9.4 CHANGE ORDERS

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 CHANGES IN THE WORK WHICH ARE ORDERED BY OWNER PURSUANT TO PARAGRAPH 9.1, ARE REQUIRED BECAUSE OF ACCEPTANCE OF DEFECTIVE WORK UNDER PARAGRAPH 12.7 OR CORRECTIVE DEFECTIVE WORK UNDER PARAGRAPH 12.8, OR ARE AGREED TO BY THE PARTIES;

9.4.2 CHANGES IN THE CONTRACT PRICE OR CONTRACT TIME WHICH ARE AGREED TO BY THE PARTIES; AND

9.4.3 CHANGES IN THE CONTRACT PRICE OR CONTRACT TIME WHICH EMBODY THE SUBSTANCE OF ANY WRITTEN DECISION RENDERED BY ENGINEER PURSUANT TO PARAGRAPH 8.11; PROVIDED THAT, IN LIEU OF EXECUTING ANY SUCH CHANGE ORDER, AN APPEAL MAY BE TAKEN FROM ANY SUCH DECISION IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT DOCUMENTS AND APPLICABLE LAWS AND REGULATIONS, BUT DURING ANY SUCH APPEAL, CONTRACTOR SHALL CARRY ON THE WORK AND ADHERE TO THE PROGRESS SCHEDULE AS PROVIDED IN PARAGRAPH 5.16.

9.5 NOTICE OF CHANGE

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10. CHANGE OF CONTRACT PRICE

10.1 TOTAL COMPENSATION

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

10.2 CLAIM FOR INCREASE OR DECREASE IN PRICE

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

10.3 VALUE OF WORK

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

10.3.1 UNIT PRICES

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

10.3.2 LUMP SUM

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

10.3.3 COST PLUS FEE

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

10.4 COST OF THE WORK

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

10.4.1 PAYROLL COSTS

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation

and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

10.4.2 MATERIALS AND EQUIPMENT COSTS

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

10.4.3 SUBCONTRACTOR COSTS

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

10.4.4 SPECIAL CONSULTANT COSTS

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

10.4.5 SUPPLEMENTAL COSTS

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the

advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

10.5 NOT TO BE INCLUDED IN COST OF THE WORK

The term Cost of the Work shall not include any of the following:

10.5.1 COSTS OF OFFICERS AND EXECUTIVES

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general

managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 PRINCIPAL OFFICE

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 CAPITAL EXPENSE

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 BONDS AND INSURANCE

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 COSTS DUE TO NEGLIGENCE

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 OTHER COSTS

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 CONTRACTOR'S FEE

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A MUTUALLY ACCEPTABLE FIXED FEE; OR IF NONE CAN BE AGREED UPON,

10.6.2 A FEE BASED ON THE FOLLOWING PERCENTAGES OF THE VARIOUS PORTIONS OF THE COST OF THE WORK:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

- 10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;
- 10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;
- 10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and
- 10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

10.7 ITEMIZED COST BREAKDOWN

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

10.8 CASH ALLOWANCES

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER, CONTRACTOR agrees that:

10.8.1 MATERIALS AND EQUIPMENT

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 OTHER COSTS

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 CHANGE ORDER

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR

on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 UNIT PRICE WORK

10.9.1 GENERAL

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 8.10.

10.9.2 OVERHEAD AND PROFIT

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 CLAIM FOR INCREASE IN UNIT PRICE

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

11. CHANGE OF CONTRACT TIME

11.1 CHANGE ORDER

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 8.11. No claim for an

adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

11.2 JUSTIFICATION FOR TIME EXTENSIONS

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

11.3 TIME LIMITS

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 WARRANTY AND GUARANTEE

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

12.2 ACCESS TO WORK

ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

12.3 TESTS AND INSPECTIONS

12.3.1 TIMELY NOTICE

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

12.3.2 REQUIREMENTS AND RESPONSIBILITIES

The ENGINEER may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the ENGINEER or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the ENGINEER.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

12.3.3 ON-SITE CONSTRUCTION TEST AND OTHER TESTING

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

12.3.4 COVERED WORK

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

12.3.5 CONTRACTOR'S OBLIGATION

Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

12.4 OWNER MAY STOP THE WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

12.5 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

12.6 ONE YEAR CORRECTION PERIOD

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

12.7 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

12.8 OWNER MAY CORRECT DEFECTIVE WORK

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work

as required by ENGINEER in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

13. PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 SCHEDULE OF VALUES

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 APPLICATION FOR PROGRESS PAYMENT

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate

property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

13.3 CONTRACTOR'S WARRANTY OF TITLE

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.4 REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT

13.4.1 SUBMISSION OF APPLICATION FOR PAYMENT

ENGINEER will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

13.4.2 ENGINEER'S RECOMMENDATION

ENGINEER may refuse to recommend the whole or any part of any payment, if, in ENGINEER'S opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

13.5 PARTIAL UTILIZATION

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

13.6 FINAL INSPECTION

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

13.7 FINAL APPLICATION FOR PAYMENT

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

13.8 FINAL PAYMENT AND ACCEPTANCE

13.8.1 ENGINEER'S APPROVAL

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

13.8.2 DELAY IN COMPLETION OF WORK

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage (if applicable) stipulated in the Agreement, and if Bonds have been furnished as required in Part II Information for Bidders Section 10, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

13.8.3 RETAINAGE

Retainage is not permitted on this project

13.9 CONTRACTOR'S CONTINUING OBLIGATION

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

13.10 WAIVER OF CLAIMS

The making and acceptance of final payment will constitute:

- 13.10.1 A WAIVER OF ALL CLAIMS BY OWNER AGAINST CONTRACTOR, EXCEPT CLAIMS ARISING FROM UNSETTLED LIENS, FROM DEFECTIVE WORK APPEARING AFTER FINAL INSPECTION OR FROM FAILURE TO COMPLY WITH THE CONTRACT DOCUMENTS OR THE TERMS OF ANY SPECIAL GUARANTEES SPECIFIED THEREIN; HOWEVER, IT WILL NOT CONSTITUTE A WAIVER BY OWNER OF ANY RIGHTS IN RESPECT OF CONTRACTOR'S CONTINUING OBLIGATIONS UNDER THE CONTRACT DOCUMENTS; AND

- 13.10.2 A WAIVER OF ALL CLAIMS BY CONTRACTOR AGAINST OWNER OTHER THAN THOSE PREVIOUSLY MADE IN WRITING AND STILL UNSETTLED.

14. SUSPENSION OF WORK AND TERMINATION

14.1 OWNER MAY SUSPEND WORK

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.2 OWNER MAY TERMINATE

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

- 14.2.1 IF CONTRACTOR COMMENCES A VOLUNTARY CASE UNDER ANY CHAPTER OF THE BANKRUPTCY CODE (TITLE 11, UNITED STATES CODE), AS NOW OR HEREAFTER IN EFFECT, OR IF CONTRACTOR TAKES ANY EQUIVALENT OR SIMILAR ACTION BY FILING A PETITION OR OTHERWISE UNDER ANY OTHER FEDERAL OR STATE LAW IN EFFECT AT SUCH TIME RELATING TO THE BANKRUPTCY OR INSOLVENCY;
- 14.2.2 IF A PETITION IS FILED AGAINST CONTRACTOR UNDER ANY CHAPTER OF THE BANKRUPTCY CODE AS NOW OR HEREAFTER IN EFFECT AT THE TIME OF FILING, OR IF A PETITION IS FILED SEEKING ANY SUCH EQUIVALENT OR SIMILAR RELIEF AGAINST CONTRACTOR UNDER ANY OTHER FEDERAL OR STATE LAW IN EFFECT AT THE TIME RELATING TO BANKRUPTCY OR INSOLVENCY;
- 14.2.3 IF CONTRACTOR MAKES A GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS;
- 14.2.4 IF A TRUSTEE, RECEIVER, CUSTODIAN OR AGENT OF CONTRACTOR IS APPOINTED UNDER APPLICABLE LAW OR UNDER CONTRACT, WHOSE APPOINTMENT OR AUTHORITY TO TAKE CHARGE OF PROPERTY OF CONTRACTOR IS FOR THE PURPOSE OF ENFORCING A LIEN AGAINST SUCH PROPERTY OR FOR THE PURPOSE OF GENERAL ADMINISTRATION OF SUCH PROPERTY FOR THE BENEFIT OF CONTRACTOR'S CREDITORS;

- 14.2.5 IF CONTRACTOR ADMITS IN WRITING AN INABILITY TO PAY ITS DEBTS GENERALLY AS THEY BECOME DUE;
- 14.2.6 IF CONTRACTOR PERSISTENTLY FAILS TO PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS (INCLUDING, BUT NOT LIMITED TO, FAILURE TO SUPPLY SUFFICIENT SKILLED WORKERS OR SUITABLE MATERIALS OR EQUIPMENT OR FAILURE TO ADHERE TO THE PROGRESS SCHEDULE ESTABLISHED UNDER PARAGRAPH 2.8 AS REVISED FROM TIME TO TIME);
- 14.2.7 IF CONTRACTOR DISREGARDS LAWS OR REGULATIONS OF ANY PUBLIC BODY HAVING JURISDICTION;
- 14.2.8 IF CONTRACTOR DISREGARDS THE AUTHORITY OF ENGINEER, OR
- 14.2.9 IF CONTRACTOR OTHERWISE VIOLATES IN ANY SUBSTANTIAL WAY ANY PROVISIONS OF THE CONTRACT DOCUMENTS;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

- 14.2.10 IF SAFETY VIOLATIONS ARE OBSERVED AND BROUGHT TO THE CONTRACTORS ATTENTION AND CONTRACTOR FAILS TO TAKE IMMEDIATE CORRECTIVE MEASURES ANY REPEAT OF SIMILAR SAFETY VIOLATIONS, OWNER WILL ORDER AN IMMEDIATE TERMINATION OF CONTRACT. NOTE: IT IS THE CONTRACTOR'S

RESPONSIBILITY TO KNOW PROPER SAFETY MEASURES AS THEY PERTAIN TO CONSTRUCTION AND OSHA.

14.2.11 THIS CONTRACT MAY BE CANCELED BY EITHER PARTY THIRTY (30) DAYS AFTER DELIVERY BY CANCELING PARTY OF WRITTEN NOTICE OF INTENT TO CANCEL TO THE OTHER CONTRACTING PARTY.

14.2.12 THIS CONTRACT MAY BE CANCELED BY THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT IF IT IS DETERMINED THAT THE BIDDER HAS FAILED TO PERFORM UNDER THE TERMS OF THIS AGREEMENT, SUCH CANCELLATION TO BE EFFECTIVE UPON RECEIPT OF WRITTEN NOTICE OF CANCELLATION BY THE BIDDER.

14.3 CONTRACTOR'S SERVICES TERMINATED

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 PAYMENT AFTER TERMINATION

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

14.5 CONTRACTOR MAY STOP WORK OR TERMINATE

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

15. MISCELLANEOUS

15.1 CLAIMS FOR INJURY OR DAMAGE

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

15.2 NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

15.2.1 THAT NO PERSON (AS DEFINED IN KRS 344.010) SHALL BID ON LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECTS, OR BID TO FURNISH MATERIALS OR SUPPLIES TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, IF, WITHIN SIX MONTHS PRIOR TO THE TIME OF OPENING OF BIDS, SAID PERSON SHALL HAVE BEEN FOUND, BY DECLAMATORY JUDGMENT ACTION IN FAYETTE CIRCUIT COURT, TO BE PRESENTLY ENGAGING IN AN UNLAWFUL PRACTICE, AS HEREINAFTER DEFINED. SUCH DECLAMATORY JUDGMENT ACTION MAY BE BROUGHT BY AN AGGRIEVED INDIVIDUAL OR UPON AN ALLEGATION THAT AN EFFORT AT CONCILIATION PURSUANT TO KRS 344.200 HAS BEEN ATTEMPTED AND FAILED, BY THE LEXINGTON-FAYETTE COUNTY HUMAN RIGHTS COMMISSION.

15.2.2 THAT IT IS AN UNLAWFUL PRACTICE FOR AN EMPLOYER:

15.2.2.1 to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

15.2.2.2 to 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 sex, race, color, religion, age, or national origin.

15.2.2.3 That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment

in, any program established to provide apprenticeship or other training.

15.2.2.4 That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

15.2.2.5 This Ordinance shall take effect after it is signed, published and recorded, as required by law.

15.3 TEMPORARY STREET CLOSING OR BLOCKAGE

The CONTRACTOR will notify the ENGINEER at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

15.4 PERCENTAGE OF WORK PERFORMED BY PRIME CONTRACTOR

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least thirty (30) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the ENGINEER determines that the reduction would be to the advantage of the OWNER.

15.5 CLEAN-UP

Cleanup shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

15.6 GENERAL

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

15.7 DEBRIS DISPOSAL

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

PART V
SPECIAL CONDITIONS

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PART V

SPECIAL CONDITIONS

1. RISK MANAGEMENT PROVISIONS - INSURANCE AND INDEMNIFICATION

1.1. GENERAL

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. CONTRACTOR means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. OWNER means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, Boards, consultants, assigns, volunteers and successors in interest.
- c. CONSULTANT means Strand Associates, Inc. which provided design services for the Project including preparation of Contract Documents. CONSULTANT shall be provided with the same indemnification by CONTRACTOR as is provided for OWNER in the Contract Documents and shall be listed as an additional insured as is provided for OWNER in the Contract Documents. Excepting those noted above, no other duties or responsibilities shall be construed from the Contract Documents as being the obligation of Strand Associates, Inc.

1.2. INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or

from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.

- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.

1.3. FINANCIAL RESPONSIBILITY

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

1.4. INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$5 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement.
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal

endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior

to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

Additional Insured Endorsement

CONTRACTOR shall purchase and maintain liability insurance, as described above, specially naming as additional insureds OWNER, ENGINEER, CONSULTANT as well as other individuals or entities identified, using Additional Insurance Endorsement Form CG 20 26 07 04, CG 81 11 05 06, CG 20 10 07 04, or equivalent form. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the "products-completed operations hazard." Endorsements on General Liability policy shall not exclude supervisory or inspection services. CONTRACTOR shall also provide an Additional Insured Endorsement for the automobile policy.

CONTRACTOR shall, prior to the start of any work on the project by a subcontractor receive: (1) certificate of insurance from each subcontractor naming OWNER, ENGINEER, CONSULTANT as well as other individuals or entities so identified as an additional insured, under each subcontractor's general liability for policy; and (2) the Additional Insured Endorsement language as required by paragraph 1 for subcontractor's operations. Certificate shall be Acord 25-S or equivalent.

That failure of CONTRACTOR or subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by OWNER, ENGINEER, CONSULTANT as well as other individuals and entities so identified.

1.5. DEFAULT

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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2. BLASTING

Blasting is NOT allowed on this project.

3. LABOR/EQUAL EMPLOYMENT OPPORTUNITY INFORMATION PACKAGE

**SPECIAL CONDITIONS
LABOR/EQUAL EMPLOYMENT OPPORTUNITY
INFORMATION PACKAGE**

**FOR
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

LINDA GORTON, MAYOR

LABOR/EEO CONDITIONS INDEX

PROJECT NAME: _____

BID NO. _____

ITEM DESCRIPTION

REQUIRED CONTRACT PROVISIONS FORM FHWA-1273

COMPLIANCE WITH EXECUTIVE ORDER 11246

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
OPPORTUNITY (EXECUTIVE ORDER 11246)

REPORTING REQUIREMENTS

PATENT RIGHT REQUIREMENTS

COPYRIGHT REQUIREMENTS

ACCESS TO RECORDS REQUIREMENTS AND RECORD RETENTION
REQUIREMENTS

CONTRACT AWARD RESTRICTIONS TO FOREIGN COUNTRIES

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

OTHER FEDERAL REQUIREMENTS

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COMPLIANCE WITH CLEAN AIR AND WATER ACTS

ENERGY EFFICIENCY REQUIREMENTS

LEAD-BASED PAINT CONSIDERATIONS

POTENTIAL DBE CONTRACTOR'S LIST CONTACT

EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION

DEBARMENT CERTIFICATION (TO BE COMPLETED AND/OR SIGNED)

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

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

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

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

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COMPLIANCE WITH EXECUTIVE ORDER 11246

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.

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.

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.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL
EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	Goals for minority	Goals for female
Current	participation for each trade 10.8%	participation in each trade 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is federally assisted.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60.4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Kentucky, County of Fayette, City of Lexington.

REPORTING REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to reporting.

A. Preconstruction Conference

Before Contractor starts the work at the proposed site, a conference attended by the Contractor, Engineer/Architect, Contract Compliance Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the minimum DBE goals.

B. Documents Required of Contractor

Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

C. Optional Owner Requirements

The Owner, at its discretion, may require the Contractor to provide: (1) financial security in amounts and kind deemed necessary by the Owner or require other financial security to meet the financial responsibility requirements of the Contractor to indemnify the Owner; (2) Additional information and/or DBE work data, as well as DBE participation data.

PATENT RIGHT REQUIREMENTS

Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

§ 401.14 STANDARD PATENT RIGHTS CLAUSES

The following is the standard patent rights clause to be used as specified in §401.3(a).

Patent Rights (Small Business Firms and Nonprofit Organizations)

A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Subject invention" means any invention of the **contractor** conceived or first actually reduced to practice in the performance of work under this **contract**, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of **contract** performance.
3. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

1. The **Contractor** may retain the entire right, title, and interest throughout the world to each subject invention, subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the **Contractor** retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

C. Invention Disclosure, Election of Title and Filing of Patent Application by **Contractor**.

1. The **Contractor** will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to **contractor** personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention—

1. If the contractor fails to disclose or elect title to the subject invention within the times specified in (C), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the contractor fails to file patent applications within the times specified in (C) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (C) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
3. In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (C), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.
2. The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (D) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (C), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (C)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

G. Subcontracts

1. The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontractor, obtain rights in the subcontractor's subject inventions.
2. The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
3. In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered

by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

H. Reporting Utilization of Subject Inventions

1. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (J) of this clause. As required by 35 U.S.C. 202 (C)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees:

3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor.
2. The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requires of this paragraph (K)(4).

1. Communication

(Complete According to Instruction at 401.5(b)

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), above, shall be used with the following modifications unless a substitute clause is drafted by DOE:

- (1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators
- (2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:
 - (B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.
 - (C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).
3. Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

§ 401.15 Deferred Determinations

- (a) This section applies to requests for greater rights in subject inventions made by contractors when deferred determination provisions were included in the funding agreement because one of the exceptions at § 401.3(a) was applied, except that the Department of Energy is authorized to process deferred determinations either in accordance with its waiver regulations or this section. A contractor requesting greater rights should include with its request information on its plans and intentions to bring the invention to practical application. Within 90 days after receiving a request and supporting information, or sooner if a statutory bar to patenting is imminent, the agency should seek to make a determination. In any event, if a bar to patenting is imminent, unless the agency plans to file on its own, it shall authorize the contractor to file a patent application pending a determination by the agency. Such a filing shall

normally be at the contractor's own risk and expense. However, if the agency subsequently refuses to allow the contractor to retain title and elects to proceed with the patent application under government ownership, it shall reimburse the contractor for the cost of preparing and filing the patent application.

- (b) If the circumstances of concerns which originally led the agency to invoke an exception under § 401.3(a) are not applicable to the actual subject invention or are no longer valid because of subsequent events, the agency should allow the contractor to retain title to the invention on the same conditions as would have applied if the standard clause at § 401.14(a) had been used originally, unless it has been licensed.
- (c) If paragraph (b) is not applicable, the agency shall make its determination based on an assessment whether its own plans regarding the invention will better promote the policies and objectives of 35 U.S.C. 200 than will contractor ownership of the invention. Moreover, if the agency is concerned only about specific uses or applications of the invention, it shall consider leaving title in the contractor with additional conditions imposed upon the contractor's use of the invention for such applications or with expanded government license rights in such applications.
- (d) A determination not to allow the contractor to retain title to a subject invention or to restrict or condition its title with conditions differing from those in the clause at § 401.14(a), unless made by the head of the agency, shall be appealable by the contractor to an agency official at a level above the person who made the determination. This appeal shall be subject to the procedures applicable to appeals under § 401.11 of this part.

§ 401.16 Submissions and Inquiries

All submissions or inquiries should be directed to Federal Technology Management Policy Division, telephone number 202-377-0659, Room H4837, U.S. Department of Commerce, Washington, DC 20230
(FR Doc. 87-5618 Filed 3-17-87; 8:45 am)

COPYRIGHT REQUIREMENTS

Awarding agency requirements and regulations pertaining to copyrights and rights in data.

COPYRIGHTS

Federally supported grant research projects frequently result in the production of books, brochures, manuals, articles, films, or other written materials. In most instances they are technical reports which serve to disseminate the results of a project to the public and to the scientific community or other researchers. Often, however, these documents are publishable and occasionally they have significant commercial value. Who controls the rights to these materials? What rights does the Government retain? What are the grantee's responsibilities in handling the materials?

There is a widely held notion that written materials produced with the support of public money are automatically in the public domain. That view is erroneous, and in fact no member of the public has an inherent right to use grant-produced materials merely because they were prepared under Government assistance. Because of the confusion, however, it is important for grantees to note a few features of the copyright law which relate to the subject of the grants.

In general, researchers have exclusive rights in any original works of their authorship. Under the most recent amendment to the copyright law, statutory copyright protection extends to both published and unpublished works of the author. Researchers are cautioned to observe the publication policies of their institutions or organizations in this regard, and unless there is an express agreement to the contrary, their employing institution may be considered the author of any materials prepared in the course of their employment, under the "works for hire" doctrine.

Under the most recent amendments to the copyright law, it is clear that grant reports are not considered works of the Government which are in the public domain. The legislative history of the law shows that Congress expressly left it to the discretion of the individual grant-making agencies to determine whether written materials produced by their grantees should be placed in the public domain, and it expected the questions to be resolved by the terms and conditions of grants. The House Report No. 94-1476, September 3, 1976, stated on page 59:

A more difficult and far-reaching problem is whether the definition should be broadened to prohibit copyright in works prepared under U.S. Government contract or grant. As the bill is written, the Government agency concerned could determine in each case whether to allow an independent contractor or grantee to secure copyright in works prepared in whole or in part with the use of Government funds. The argument that has been made against allowing copyright in this situation is that the public should not be required to pay a "double subsidy," and that it is inconsistent to prohibit copyright in works by Government employees while permitting private copyrights in a growing body of works created by persons who are paid with Government funds. Those arguing in favor of potential copyright protection have stressed the importance of copyright as an incentive to creation and dissemination in this situation, and the basically different policy considerations, applicable to works written by

Government employees and those applicable to works prepared by private organizations with the use of Federal funds.

The bill deliberately avoids making any sort of outright, unqualified prohibition against copyright in works prepared under Government contract or grant. There may be cases where it would be in the public interest to deny copyright in the writings generated by Government research contracts and the like; it can be assumed that, where a Government agency commissions a work for its own use merely as an alternative to having one of its own employees prepare the work, the right to secure a private copyright would be withheld. However, there are almost certainly many other cases where the denial of copyright protection would be unfair or would hamper the production and publication of important works. Where, under the particular circumstances, Congress or the agency involved finds the need to have a work freely available outweighs the need of the private author to secure copyright, the problem can be dealt with by specific legislation, agency regulations, or contractual restrictions.

Agency Policy

Government-wide policies contained in Office of Management and Budget Circulars A-102 and A-110 speak to the issue of copyrightable materials through their respective Attachments N. Circular A-110 states:

8b. Copyrights. - Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a Federal agreement, but the Federal sponsoring agency shall reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Except for minor, nonsubstantive differences, the provisions of A-102 are identical. Each permits the grantee to copyright published materials, subject to a license for the U.S. Government to use the materials for Government purposes. Each also gives the grantor agency discretion in altering that condition, by establishing different terms and conditions in its grants.

Suggested steps for grantees

A grantee whose grant-financed activity may involve the need for potential need for copyrighting of materials should:

- Check the terms and conditions of the grant to determine whether a copyright can be asserted in unpublished as well as published materials. This may vary from grantor agency to grantor agency and from grant to grant.
- It is the grantee's obligation to take the necessary steps to preserve the Government's license when conveying rights to publishers. If the publisher provides a release form that

does not contain a reference to Government use of the materials, appropriate language should be inserted that preserves the Government's rights. If necessary, the granting agency should be consulted to assure compliance with the terms of the grant.

- Under most Federal grants, proper acknowledgment of the source of funds used to write a published work will be required. For example, the National Science Foundation **Grant General Conditions** require the following acknowledgment of support and disclaimer statement in any publication of material, whether copyrighted or not: "This material is based upon work supported by the National Science Foundation under Grant No.____." Except for scientific articles and papers appearing in scientific journals, all materials must also contain the following disclaimer:

Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.

- When negotiating a publication agreement, the grantee must include in the publishing contract the reservation of Government license and the acknowledgment and disclaimer statements.
- Grants often are made with the stipulation that any substantive technical reports will be made available to the public through the U.S. Department of Commerce, National Technical Information Service (NTIS). Again, the grantee is well advised to check the terms and conditions of its grant agreement to see if such requirements exist and, if so, to account for them in dealing with potential publishers.
- Provide copies of copyrighted work to the granting agency.
- Some agencies may require prior approval of any proposed commercial publication, including approval of the selection process by which a publisher is obtained. The National Science Foundation, for example, requires documentation showing that a reasonable number of qualified publishers were given an opportunity to compete for the materials. Also, the selection criteria are subject to examination, as well as the final publishing contract.

With respect to any discovery or invention which arises or is developed in the course of or under this contract, Lexington-Fayette Urban County Government and/or Owner shall have the right to require the contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to Lexington-Fayette Urban County Government and/or Owner.

With respect to any copyrights and rights in data, Lexington-Fayette Urban County Government and/or Owner shall have the right to retain all copyrights and rights in data.

ACCESS TO RECORDS REQUIREMENTS

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

ACCESS TO RECORDS

The Contractor agrees that the Lexington-Fayette Urban County Government, the Owner, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purposes of making an audit, examination, excerpts, and transcriptions.

RECORDS RETENTION REQUIREMENTS

Retention of all required records for three years after contractors or subcontractors make final payments and all other pending matters are closed.

CONTRACT AWARD RESTRICTION TO FOREIGN COUNTRIES

Contractor agrees to fully comply with applicable terms and conditions in Section 109 of Pub. L. 100-102 as set forth below:

RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS

(A) Definitions. "Component" as used in this clause means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or Subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country or controlled directly or indirectly by citizens or nationals of a foreign country.

- (1) If 50 percent or more of the Contractor or Subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title of to 50 percent or more of the stock of the Contractor or Subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the Contractor-Subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a Contractor or Subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product Lexington-Fayette Urban County Government and/or Owner will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

(b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a Subcontractor of a foreign country on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (c) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.

(c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add other countries to the list or remove countries from it in accordance with Section 109 (c) of Pub. L 100-202.

(d) Certification. The Contractor may rely upon the certification of a prospective Subcontractor that it is not a Subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such Subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.

(e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

(End of Contract Clause)

Bids/proposals from such firms/suppliers shall be deemed nonresponsive and rejected.

Questions related to this issue should be directed to Division of Community Development, Lexington-Fayette Urban County Government, 200 E. Main Street 6th Floor, Lexington, Kentucky 40507.

KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.570-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin;
2. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
3. The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and
4. The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or worker's representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

KRS 45.610. Hiring Minorities - Information Required

1. For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
2. Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to KRS 45.640 and such rules, regulations and orders issued pursuant thereto.

KRS 45.620. Action Against Contractor -- Hiring of Minority Contractor or Subcontractor

1. If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such

certifications shall be binding upon the contracting agency unless it is reversed in the course of judicial review.

2. If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
3. The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority subcontractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630. Termination of existing employee not required, when:

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee, upon proof that the employee was employed prior to the date of the contract.

KRS 45.640. Minimum Skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

OTHER FEDERAL REQUIREMENTS

INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PUBLIC BODY, MEMBER OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal approval of the application for such assistance, or approval of applications for additional assistance, or any other approval of concurrence required under this Agreement with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The Developer agrees to insure that no person shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program in the multi-family rental housing facility developed through this contract.

PUBLIC LAW 90-284: TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 AND EXECUTIVE ORDER 11063

The Developer warrants and assures that they and their agents will not discriminate in the rental or leasing of housing units constructed under this contract and will in no way make unavailable or deny a dwelling to any person, because of race, color, religion, sex or national origin.

SECTION 109

The Developer will not on the ground of race, color, national origin, sex, age, or handicap:

1. Deny any facilities, services, financial aid or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
6. Deny an opportunity to participate in a program or activity as an employee.

COMPLIANCE WITH THE CLEAN AIR AND WATER ACTS

Compliance with all applicable standards, orders, or requirements issued under section 206 of the Clean Air Act (42 U.S.C. 1857)(h), Section 506 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, in excess of \$100,000 agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

ENERGY EFFICIENCY REQUIREMENTS

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163).

LEAD BASED PAINT

- A. All paint to be lead free.
- B. Existing lead paint to be removed or concealed with an acceptable covering (paint, siding, etc.)
- C. Warning
 - 1. Use of lead-based paint materials on any surface, interior or exterior, is prohibited.
 - 2. Lead-based paint removal is a dangerous task and safety precautions should be strictly enforced when workers are engaged in hazard abatement.

POTENTIAL DBE CONTRACTOR'S LIST CONTACT

For a listing of DBE (Disadvantaged Business Enterprise) contractors/subcontractors, please contact:

Sherita Miller/Todd Slatin
Division of Central Purchasing
200 E. Main Street, 3rd Floor
Lexington, KY 40507
(859) 258-3326
TDD [hearing impaired only] (859) 258-3606

All Contractors and Subcontractors must be qualified for roadway construction by the Kentucky Department of Transportation.

KYTC Certified DBE list can be found at:

<https://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-DBE-Directory.aspx>

17. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY

It is the policy of L-M Asphalt Partners, LTD. DBA ATS Construction
to assure that all applicants for employment and all employees are treated on a fair and equitable
basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment
advertising, layoff or termination, rates of pay and other forms of compensation, and selection for
training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected
class whenever feasible. This company also agrees to adhere to all applicable federal, state, and
local laws relating to Equal Employment Opportunity for all individuals.

Brian R. Billings has been appointed Equal Employment Compliance (EEOC) Officer
and shall be available for counseling, answering of questions in regards to this company policy, and
to hear any complaints of discrimination. The EEOC Officer may be reached by calling 859-223-7001
_____.

Signed by:
Signature: Brian R. Billings
B304850F63933281
(Bidding Contractor)
Title: President
Date: 4/30/2025

4. FAILURE TO COMPLETE WORK ON TIME

Should the Contractor fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the OWNER), the Contractor shall pay liquidated damages in an amount set out in said Proposal and/or Contract. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the OWNER for damages, losses, additional engineering, additional resident representation and other costs that will be sustained by the OWNER, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extensions granted.

5. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING

Bidders and DBE subcontractors must be prequalified with the Kentucky Transportation Cabinet in Grade and Drain (A) and possess a Certificate of Eligibility at the time of the bid opening. All other subcontractors must be prequalified when accepting subcontracts.

6. KY DIVISION OF WATER / EPA PERMITS

Contractor shall prepare and maintain the BMP (Best Management Practices) and SWPP (Storm Water Pollution Prevention) Plans.

7. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS

Contrary to Part IV General Conditions Section 10.5.4, direct payment for the Contractor's cost of Performance and Payment Bonds will be permitted.

Direct cost of required Performance and Payment Bonds has been included as a line item in the Form of Proposal, to allow payment for this cost prior to completion of the project if the contractor so chooses. If no figure is supplied for this line item, no specific payment for bonding costs will be made. The total amount of bid is to include the cost of bonding, whether this cost is specifically shown by the bidder on the line item in the Form of Proposal, or whether it is indirectly included elsewhere within the bidder's unit prices.

When the applicable amount is listed in the Form of Proposal, payment for the costs of Performance and Payment Bonds may generally be requested after the work is 20% complete. The contractor will furnish from his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing. Payment will be made for the actual cost of the bonds or the amount stated in the Form of Proposal, whichever is less.

8. SPECIAL UTILITY NOTES

IMPACT ON CONSTRUCTION

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that utility relocation work is not anticipated to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the LFUCG. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.)

BEFORE YOU DIG

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

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

Utility Notes continued on following pages

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL
IMPACT ON CONSTRUCTION**

FAYETTE COUNTY

Brighton Trail Connection Project

Utility coordination efforts determined that utility relocation is not anticipated for this project. Any information pertaining to utility facilities are defined in the bid package and are to be carried out as instructed by the LFUCG. The Contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal. Utility coordination is incidental to the work item(s) for which it is necessary, no additional payment shall be made for utility coordination.

Utility Information Note

Kentucky Utilities has overhead facilities and streetlights in the project area. The Contractor shall protect existing overhead facilities and existing street lights.

Kentucky American Water Company (KAWC) has facilities in the area between Station 25+50 and Station 28+30 that parallels Liberty Road. Contractor keep excavation to 6 inches maximum over existing water main.

Columbia Gas of Kentucky, Inc. There is a discrepancy between Columbia Gas of Kentucky's maps and the natural gas pipeline locations as shown on the drawings. A gas main was marked between Station 25+50 and Station 28+30 that parallels Liberty Road. Contractor to minimize excavation around anticipated gas main location.

LFUCG Sanitary Sewers There are sanitary sewer and manholes located within the project limits. Contractor shall adjust one manhole to grade and perform required testing.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

The Lexington-Fayette Urban County Government makes no guarantees regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been

furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

The contractor is advised to contact KY 811 one-call system; however, the contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call system. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the project area. Note: See attached sheet for Project Area Utility Contacts.

UTILITY CONTACT LIST FOR PROJECT AREA

It has not been confirmed what specific utility is located within the project bounds beyond field inspection. Therefore, we have provided a contact list as a precautionary measure to aid the awarded contractor in contacting any utility necessary.

Kentucky Utilities Company
500 Stone Road
Lexington, KY 40503

Contact: Miles Waskey
859-367-4263
miles.waskey@lge-ku.com

Spectrum
2544 Palumbo Drive
Lexington, KY 40509

Contact: John Oram
(859) 514-1439 ext. 56417
john.oram@spectrum.com

Windstream Communications
130 West New Circle Road, Suite 170
Lexington, KY 40505

Contact: Steve Johnson
859-357-6209
steve.johnson@windstream.com

Kentucky American Water
2300 Richmond Road
Lexington, KY 40502

Contact: Austin Thore
859-559-9514
austin.thore@amwater.com

Columbia Gas of Kentucky, Inc.
2001 Mercer Road
P.O. Box 14241
Lexington, KY 40512

Contact: David Lemons
859-288-0249
dnlemons@nisource.com

Metronet
130 W. Tiverton Way, Suite 160
Lexington, KY 40503

Contact: David Fritz
david.fritz@metronetinc.com

Lexington-Fayette Urban County Government

Contact: Chris Dent, P.E.

Division of Water Quality – Sanitary Sewers
301 Lisle Industrial Avenue
Lexington, KY 40511

859-425-2454
cdent@lexingtonky.gov

Lexington-Fayette Urban County Government
Division of Water Quality – Storm Sewers
125 Lisle Industrial Avenue
Lexington, KY 40511

Contact: Mark Sanders, P.E.
859-258-3426
msanders@lexingtonky.gov

Lexington-Fayette Urban County Government
Traffic Engineering
101 E. Vine Street, Suite 300
Lexington, KY 40507

Contact: Jeffery Neal
859-258-3830
jneal@lfucg.com

AIRPORT CONTACTS

No Airport facilities or property associated with or involved with this project.

RAILROAD COMPANIES

No Railroad facilities or property associated with or involved with this project.

9. WEATHER RELATED DELAYS

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten year average for the Lexington Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using ≥ 0.10 will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in

all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.
2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

10. STANDARD SPECIAL PROVISIONS

REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

- I. Payment of Predetermined Minimum Wage
- II. Statements and Payrolls

I. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - 2. the additional classification is utilized in the area by the construction industry;
 - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3.Payment of Fringe Benefits:

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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, 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.

4.Apprentices and Trainees (Programs of U.S. DOL) and Helpers:

- a. Apprentices:
 - 1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if

a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5.Apprentices and Trainees:

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. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

II. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1.Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2.Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the

registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 - 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed 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 the Regulations, 29 CFR 3;
 - 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the

contractor, sponsor, applicant, or owner, take such actions 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

11. TECHNICAL SPECIFICATIONS NOTE

The CONTRACTOR and SUBCONTRACTOR(S) shall be advised that technical specifications are project specific and OWNER reserves the right to amend, modify, or update specifications with each project proposal. CONTRACTORS should not rely on knowledge of previous construction projects, practices, requirements, or proposals when bidding on a project proposal, but shall review all contract documents in entirety. CONTRACTORS shall request interpretation as provided in Part II, *Information for Bidders*, Section 9: Addenda and Interpretations. No additional payment, additional time, or considerations will be made for lack of reviewing or understanding of all contract documents.

PART V

SPECIAL CONDITIONS

12. DAVIS BACON WAGE DETERMINATION FOR HIGHWAY

www.sam.gov

"General Decision Number: KY20250038 03/07/2025

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	. Executive Order 14026
into on or after January 30,	generally applies to the
2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	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.

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay
all	covered workers at least
extended on or after January	\$13.30 per hour (or the
30, 2022:	applicable wage rate
listed	

	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 04/01/2024

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

PILEDRIVERMAN.....	\$ 33.40	23.33
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ELEC0212-008 06/05/2024

BRACKEN, GALLATIN and GRANT COUNTIES

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

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

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

ELEC0317-012 06/03/2024

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

ELEC0369-007 05/29/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.88	21.38

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

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

ENGI0181-018 07/01/2024

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel

Bucket; Overhead Crane; Piledriver; Power Blade;
Pumpcrete;
Push Dozer; Rock Spreader, attached to equipment; Rotary
Drill; Roller (Bituminous); Rough Terrain Crane;
Scarifier;
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
Telescoping Type Forklift; Tow or Push Boat; Tower Crane
(French, German & other types); Tractor Shovel; Truck
Crane; Tunnel Mining Machines, including Moles, Shields
or
similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE
PAID

10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT
WORK.

IRON0044-009 06/01/2024

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.00
Structural.....	\$ 35.37	23.00

 IRON0070-006 06/01/2024

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

	Rates	Fringes
IRONWORKER.....	\$ 34.59	25.00

 IRON0769-007 06/01/2024

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY &
 ROWAN
 CLARK (Eastern third, including townships of Bloomingdale,

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 37.66	29.24
ZONE 2.....	\$ 38.06	29.24
ZONE 3.....	\$ 39.66	29.24

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

 LABO0189-003 07/01/2024

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

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
 Environmental - Nuclear, Radiation, Toxic & Hazardous
 Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel
 Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is
 Utilized

 LABO0189-008 07/01/2024

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

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

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
 Worker; Asphalt Plant; Asphalt; Batch Truck Dump;
 Carpenter
 Tender; Cement Mason Tender; Cleaning of Machines;
 Concrete; Demolition; Dredging; Environmental - Nuclear,
 Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
 Grade Checker; Hand Digging & Hand Back Filling; Highway

Marker Placer; Landscaping, Mesh Handler & Placer;
Puddler;

Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard
Rail

& Fence Installer; Signal Person; Sound Barrier
Installer;

Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold
Builder;

Burner & Welder; Bushhammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous
Waste

- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power

Driven

Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface

Grinder;

Vibrator Operator; Wagon Driller

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous
Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel
Blaster;

& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is
Utilized

LABO0189-009 07/01/2024

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

Trencher; Sand Blaster; Concrete Chipper; Surface
Grinder;

Vibrator Operator; Wagon Driller

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;
Environmental - Nuclear, Radiation, Toxic & Hazardous
Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel
Blaster;
& Tunnel Mucker (Free Air); Directional & Horizontal
Boring; Air Track Drillers (All Types); Powdermen &
Blasters; Troxler & Concrete Tester if Laborer is
Utilized

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2024

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

	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		

Tension Towers & Energized		
Substations.....	\$ 37.53	23.95
Power Generating Facilities..	\$ 34.29	23.95

 PLUM0248-003 06/01/2024

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

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

 PLUM0392-007 06/01/2024

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

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

 PLUM0502-003 08/01/2024

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

	Rates	Fringes
PLUMBER.....	\$ 41.90	24.89

 * SUKY2010-160 10/08/2001

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 16.57	**	7.34
GROUP 2.....	\$ 16.68	**	7.34
GROUP 3.....	\$ 16.86	**	7.34
GROUP 4.....	\$ 16.96	**	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment;

Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift

when used to transport building materials; & Pavement Breaker

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including

their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for

the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio.

The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024

in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007

6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that

classification. FL indicates the State of Florida. 2022 is the

year of the survey on which these classifications and rates are

based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted
via
email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

=====

END OF GENERAL DECISION"

PART VI
CONTRACT AGREEMENT

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PART VI

CONTRACT AGREEMENT

THIS AGREEMENT, made on the 30th day of May, 2025, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and **L&M Asphalt Partners dba ATS Construction**, doing business as a corporation located in the City of Lexington, County of Fayette, and State of Kentucky, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of six hundred thirteen thousand eight hundred eighty-one Dollars and fifty-nine Cents (\$613,881.59) quoted in the proposal by the CONTRACTOR, dated April 30, 2025, hereby agree to commence and complete the construction described as follows:

1. SCOPE OF WORK

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefor as prepared by the ENGINEER for the Work Sites and Work subsequently identified by the OWNER and accepted by the CONTRACTOR.

2. TIME OF COMPLETION

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **one hundred and eighty (180) calendar days**. The time shall begin in accordance with the Notice to Proceed provided by OWNER.

3. ISSUANCE OF WORK ORDERS

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER. The order of construction will be as determined by the ENGINEER after consultation with the CONTRACTOR and the OWNER.

4. THE CONTRACT SUM

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

5. PROGRESS PAYMENTS

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

6. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due within sixty (60) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

7. THE CONTRACT DOCUMENTS

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, Technical Specifications, IonWave Q&A, any and all Addenda, and Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

8. LIQUIDATED DAMAGES

It is mutually agreed by and between the parties hereto that time is of the essence when constructing projects under this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum, per calendar day, in the amount specified in Section 108.09 KDOH Standard Specifications, current edition. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately relet the Work involved.

9. EXTRA WORK

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

10. ENUMERATION OF THE SPECIFICATIONS AND DRAWINGS (CONTRACT DOCUMENTS):

SPECIFICATIONS

PART NO.	TITLE
I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Technical Specifications
IX	Addenda
APPENDIX A	LPA Documents
APPENDIX B	Traffic Management Plan
APPENDIX C	Permits
PLANS	Brighton Trail Connection

11. AGREEMENT OF PARTIES

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky
(Owner)

ATTEST:

Mackenzie Jack
Clerk of the Urban County Council

BY: Linda Gorton
MAYOR

Sum
(Witness)

Mayor
(Title)

(Seal)

(Contractor)

Greer Stone
(Witness) Greer Stone

BY: Brian Billings, President
Brian Billings

Brian Billings - President
(Title)

3009 Atkinson Avenue, Suite 400, Lexington KY 40509
(Address and Zip Code)

IMPORTANT: *Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation,
Secretary should attest. Give proper title of each person-executing Contract.

END OF SECTION

PART VII

PERFORMANCE AND PAYMENT BONDS

INDEX

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POWER OF ATTORNEY

**Direct Inquiries, Bond Authenticity
and Claims to:**
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ACRIURE LLC
Agency Code: 14-732421

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**
Tina Carpenter, Mary Crouch, Jeff Fairchild, John W. Hampton, David Henry, Kim
Watson of LEXINGTON, Kentucky

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Phyllis A. Clark

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Mariluz Arce

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 30, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Performance Bond

CONTRACTOR (Name and Address):

L-M Asphalt Partners Ltd. dba ATS Construction
3009 Atkinson Ave., Suite 400
Lexington, KY 40509

SURETY (Name and Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza, T-4-47
Hartford, CT 06155

OWNER (Name and Address):

Lexington Fayette Urban County Government
200 East Main St.,
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: May 30, 2025

Amount: Six hundred thirteen thousand eight hundred eighty one dollars and fifty nine cents (\$613,881.59)

Description (Name and Location):

Bid #54-2025 Brighton Trail Connection Lexington, KY

BOND

Date (Not earlier than Construction Contract Date): May 30, 2025

Amount: Six hundred thirteen thousand eight hundred eighty one dollars and fifty nine cents (\$613,881.59)

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
L-M Asphalt Partners Ltd. dba ATS Construction

Signature: Brian R. Billings, President
Name and Title: Brian Billings - President

SURETY

Company: (Corporate Seal)
Hartford Fire Insurance Company

Signature: Mary Crouch
Name and Title: Mary Crouch Attorney-In-Fact



(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Acrisure LLC
780 Winchester Road
Lexington, KY 40505
859-254-1836

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be

prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds, executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and

resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with

a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

Payment Bond

CONTRACTOR (Name and Address):

L-M Asphalt Partners Ltd. dba ATS Construction
3009 Atkinson Ave., Suite 400
Lexington, KY 40509

SURETY (Name and Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza, T-4-47
Hartford, CT 06155

OWNER (Name and Address):

Lexington Fayette Urban County Government
200 East Main St.,
Lexington, KY 40507

CONSTRUCTION CONTRACT

Date: May 30, 2025

Amount: Six hundred thirteen thousand eight hundred eighty one dollars and fifty nine cents (\$613,881.59)

Description (Name and Location):

Bid #54-2025 Brighton Trail Connection Lexington, KY

BOND

Date (Not earlier than Construction Contract Date): May 30, 2025

Amount: Six hundred thirteen thousand eight hundred eighty one dollars and fifty nine cents (\$613,881.59)

Modifications to this Bond:

☒ None

☐ See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
L-M Asphalt Partners Ltd. dba ATS Construction

SURETY

Company: (Corporate Seal)
Hartford Fire Insurance Company

Signature: Brian Billings, President

Name and Title: Brian Billings - President

Signature: Mary Crouch

Name and Title: Mary Crouch Attorney-In-Fact



(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Acisure LLC
780 Winchester Road
Lexington, KY 40505
859-254-1836

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the Contractor:

- .1** Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2** Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the

Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract

or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a

statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

PART VIII
ADDENDA for
LFUCG Bid No 54-2025

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	Addendum #1	4/23/2025
2.		
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4.		
5.		
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7.		
8.		
9.		
10.		

MAYOR LINDA GORTON



LEXINGTON

TODD SLATIN
DIRECTOR
DIVISION OF PROCUREMENT

ADDENDUM #1

Bid Number: #54-2025

Date: April 23, 2025

Subject: Brighton Rail Trail Connection

Address Inquiries to:
Sondra Stone
ssone@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced bid:

1. Bid opening is extended to April 30, 2025, 2:00 pm.
2. See attached revised wage rates.

Todd Slatin, Director
Division of Procurement

All other terms and conditions of the bid and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: L-M Asphalt Partners, LTD. DBA ATS Construction

ADDRESS: 3009 Atkinson Avenue, Suite 400, Lexington KY 40509

SIGNATURE OF BIDDER:

Brian R. Billings
B304850F0353428



"General Decision Number: KY20250038 04/04/2025

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"> Executive Order 14026 generally applies to the contract. 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.
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"> Executive Order 13658 generally applies to the contract. 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.

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

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 04/01/2024

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

ELEC0212-008 06/05/2024

BRACKEN, GALLATIN and GRANT COUNTIES

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

ELEC0212-014 11/27/2023

BRACKEN, GALLATIN & GRANT COUNTIES:

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

ELEC0317-012 06/03/2024

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

ELEC0369-007 05/29/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 37.88	21.38

ELEC0575-002 05/29/2023

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

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

ENGI0181-018 07/01/2024

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;

Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

* IRON0044-009 06/01/2024

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);

MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 33.60	23.60
Structural.....	\$ 35.37	23.60

IRON0070-006 06/01/2024		

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

	Rates	Fringes
IRONWORKER.....	\$ 34.59	25.00

IRON0769-007 06/01/2024		

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 37.66	29.24

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

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

LAB00189-003 07/01/2024

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

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;

& Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2024

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2024

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

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

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

Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2024

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

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

PLUM0248-003 06/01/2024

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

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

PLUM0392-007 06/01/2024

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

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

PLUM0502-003 08/01/2024

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

	Rates	Fringes
PLUMBER.....	\$ 41.90	24.89

* SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole
Trailer when used to pull building materials and equipment;
Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &
Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame
when used in transporting materials; Ross Carrier; Forklift
when used to transport building materials; & Pavement
Breaker

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

by mail to:

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

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

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

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

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

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

=====
END OF GENERAL DECISION"

PART IX
TECHNICAL SPECIFICATIONS
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SECTION A - GENERAL PROVISIONS

A.1 TECHNICAL SPECIFICATIONS WRITING STYLE

These Technical Specifications are written to the bidder, before the award of the Contract, and to the CONTRACTOR after award. The sentences which direct the CONTRACTOR to perform work are written in active voice imperative mood. These directions to the CONTRACTOR are written as commands. For example, a requirement to provide cold weather protection would be expressed as, "Provide cold-weather protection for concrete," rather than "The CONTRACTOR shall provide cold weather protection for concrete." In the imperative mood, the subject "the bidder" or "the CONTRACTOR" is understood.

Requirements to be performed by others have been written in active voice. Sentences written in active voice identify the party responsible for performing the action. For example, "The ENGINEER will determine the density of the compacted material." Certain requirements of the CONTRACTOR may also be written in active voice, rather than active voice imperative mood.

A.2 INCORPORATION OF KENTUCKY DEPARTMENT OF HIGHWAYS SPECIFICATIONS

Except as otherwise indicated in the Contract Documents, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction* and all current revisions.

With regard to the incorporation of the *KDOH Standard Specifications* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Contract Documents explicitly indicate otherwise, all KDOH references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the *KDOH Standard Specifications* and the express intentions of Lexington-Fayette Urban County Government (i.e., Contract Documents and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

A.3 CONTRACTOR'S FACILITIES

A.3.1 Sanitary Facilities: Provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and properly remove sanitary facilities at completion of the Project.

A.3.2 Utilities: Obtain all utilities which may be required for construction.

A.4 PROOF OF COMPLIANCE

Present certifications from the manufacturer that products comply with the requirements of the Contract Documents. When requested or specified, submit supporting test data to substantiate compliance.

A.5 REPAIR OF DAMAGE

Any damage done to structures, fills, roadways, asphalt path, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

A.6 PAYMENT AND INCIDENTAL ITEMS

Payment for each work item is for accepted quantities installed in accordance with the Contract Documents and shall be considered full compensation for all work required under each section. Any items not specifically listed for payment under an individual technical specification shall be considered incidental. The cost of all labor, materials, and equipment necessary to furnish a complete, fully operating work shall be included in the bid.

SECTION B - MOBILIZATION AND DEMOBILIZATION

B.1 MOBILIZATION

Perform all preparatory work and operations necessary to move personnel, equipment, supplies, and incidentals to the project site; to establish offices, buildings, and other facilities that are necessary for performing the work; and to accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on the project.

Do not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids in excess of this amount for bid comparisons. The LFUCG will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a CONTRACTOR'S Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for mobilization is larger than 5 percent, the LFUCG will adjust the amount bid for mobilization to 5 percent of the sum of the corrected total bid amounts.

B.2 DEMOBILIZATION

Perform all work and operations necessary to accomplish final clean-up; to move personnel, equipment, supplies, and incidentals from the project site; to remove all offices, buildings, and other facilities that were necessary for performing the work; and to accomplish all other work that must be performed, including costs that must be incurred, after acceptable completion of construction operations on the project

Do not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids that are less than this amount up to 1.5 percent to compare Bid Proposals and award the Contract. The LFUCG will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the LFUCG will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than 1.5 percent.

B.3 PAYMENT

Mobilization is included in the Bid Proposal as a separate bid item and the LFUCG will make partial payment for Mobilization in two equal or approximately equal payments. The LFUCG will make the first payment on the first pay estimate on which the CONTRACTOR'S total earned value on Contract items, other than Mobilization, exceeds \$10,000. The LFUCG will make the second payment on the first pay estimate on which the CONTRACTOR has earned 5 percent or more of the total Contract amount for Contract items, other than Mobilization. The LFUCG will make both payments simultaneously when these requirements are met at the same time.

Demobilization is included in the Bid Proposal as a separate bid item. The LFUCG will pay for Demobilization according to the following schedule:

- 1) 25 percent upon formal acceptance of the project.
- 2) 50 percent when the final estimate is submitted to the ENGINEER.
- 3) 25 percent when the final estimate is paid.

SECTION C - MAINTENANCE OF TRAFFIC

C.1 SCOPE

Maintain, control, and protect vehicular, bicycle, and pedestrian traffic adjacent to and within the construction area.

C.2 MATERIALS

All work zone traffic control devices shall comply with KDOH Standard Specification 112.02.

C.3 CONSTRUCTION

Obtain lane blockage permits from the LFUCG Division of Traffic Engineering and KYTC District 7 as necessary.

Furnish, erect, and maintain traffic control devices in accordance with KDOH Standard Specification 112.03 and any applicable permits.

Project Traffic Coordinator will only be required for the portion of the project that requires traffic control be setup on public roads.

C.4 ALLOWABLE CLOSURE AND TRAFFIC RESTRICTIONS

Lane closures for all streets with a functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the ENGINEER.

Maintain access to the Brighton Trail and Liberty Elementary from both Flying Ebony Drive and Revere Run Drive during construction. The CONTRACTOR may close the trail for up to four consecutive weeks. The closure period shall be coordinated and approved by ENGINEER prior to construction.

The CONTRACTOR may close the sidewalk along Liberty Road for up to two consecutive weeks during construction.

C.5 PAYMENT

Traffic Control will be paid by lump sum.

SECTION 1 - CONSTRUCTION STAKING

1.1 SCOPE

Furnish all personnel, equipment, stakes, and hubs necessary to construct the Work to the grade and alignment specified in the Contract.

1.2 CONSTRUCTION

Perform all necessary surveying under the general supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.

Establish the centerline(s) and set such additional points as may be necessary for construction of the project. Establish the limits of the right-of-way and easements. Stake all structures (bridges, culverts, pipe, and other appurtenances) so that they can be built to the proper line and grade as shown on the Drawings and to perform the function for which they were designed. Refer to KDOH Standard Specifications Appendix A for construction tolerances.

Maintain and repair the construction staking as needed.

1.3 PAYMENT

Staking will be paid by lump sum.

SECTION 2 - CLEARING AND GRUBBING

2.1 SCOPE

Clear, grub, remove, and dispose of all vegetation, structures, debris, and any other obstructions that are not designated or allowed to remain within the construction limits. Do not remove objects designated to remain or to be removed according to other provisions of the Contract. Protect from injury or defacement all vegetation and objects designated to remain.

Completely dispose of any materials resulting from clearing and grubbing by approved methods in approved locations. Do not place any material resulting from clearing and grubbing off the right-of-way without written permission from the property owner.

Remove low hanging, unsound, and unsightly branches on trees and shrubs designated to remain, as directed.

Remove Concrete and Misc. Items in accordance with Section 3.

Remove Trees and Stumps in accordance with Section 26.

Remove Honeysuckle in accordance with Section 27.

Clearing and grubbing shall not commence without approval of the ENGINEER.

2.3 PAYMENT

Clearing and Grubbing will be paid by lump sum.

SECTION 3 - REMOVE CONCRETE AND MISC. ITEMS

3.1 SCOPE

Remove sidewalks, pavements, curb, pipe, fencing, and guardrail. Dispose of all removed materials offsite. Salvage designated materials and backfill the resulting trenches, holes, and pits.

Perform the work in accordance with KDOH Standard Specification 203.03.

3.2 PAYMENT

Remove Concrete and Misc. Items is incidental to Clearing and Grubbing.

SECTION 4 - EARTHWORK

4.1 SCOPE

Excavate, form embankments, grade, and compact to the elevations and limits shown on the final cross-sections.

4.2 CONSTRUCTION

4.2.1 Excavation

Remove all material between the original ground line and the excavation limits shown on the Drawings. All material removal is Unclassified.

Use all suitable excavated material in embankments, subgrade, shoulders, and for backfilling. Stockpile topsoil to be spread after grading is complete.

Dispose of excess excavated materials at an approved location. Do not remove excess excavated materials from the site without the approval of the ENGINEER.

4.2.2 Embankment

Remove sod and any unsuitable material prior to constructing embankments.

Use only acceptable materials from sources permitted by the ENGINEER. Do not place frozen material, stumps, logs, roots, sod, or other perishable materials in any embankment.

Construct in lifts not exceeding 1 ft. in thickness, loose depth, to the full width of the cross section, and compact the material. Shape the upper surface of the embankment to drain surface water at all times.

4.2.3 Subgrade Preparation

Prepare the subgrade for pavements, bases, curbs, gutters, sidewalks, and retaining walls to the required grades and specified depth below the item for which it is intended. The subgrade shall be free from ruts, large stones, and excessive dust.

Subgrade for pavements shall be subjected to a subgrade proof-roll test so that soft, wet, or pumping areas may be identified. The ENGINEER will determine the areas that require remediation. The minimum total weight of the loaded dump truck shall be 37 tons. The truck shall be operated at walking speed over the entire subgrade.

Areas in the subgrade that require remediation shall be excavated and backfilled with No. 2 coarse aggregate below the base course level, then brought to grade with DGA. Once the

subgrade has been shaped to the proper template and compacted to the satisfaction of the ENGINEER, it shall be maintained in such condition until covered by subsequent construction operations.

4.3 PAYMENT

Earthwork will be lump sum and paid under Unclassified Excavation, Placement and Embankment. Actual quantities may vary from those indicated by the Drawings, and no adjustment in price shall be made for variances.

No. 2 stone and DGA required for subgrade stabilization will be paid per ton based on the weight ticket.

SECTION 5 - DENSE GRADED AGGREGATE (DGA)

5.1 SCOPE

Furnish and place DGA on a prepared subgrade.

5.2 MATERIALS

DGA shall conform to KDOH Standard Specification 302.02.

Provide weight tickets with all crushed stone that is delivered to the project.

5.3 CONSTRUCTION

Place DGA in accordance with KDOH Standard Specification 302.03, Section 302.03.04 A-D does not apply.

DGA for pavements shall be subjected to a proof-roll test so that soft, wet, or pumping areas may be identified and remediated. The ENGINEER will determine the areas that require remediation. The minimum total weight of the loaded dump truck shall be 37 tons. The truck shall be operated at walking speed over the entire subgrade.

5.4 PAYMENT

DGA will be paid per ton based on the weight ticket.

SECTION 6 - CRUSHED AGGREGATE

6.1 SCOPE

Furnish and place size No. 2, No. 57, and No. 9 stone.

6.2 MATERIALS

Crushed stone shall conform to KDOH Standard Specification 805.

Provide weight tickets with all crushed stone that is delivered to the project.

6.3 CONSTRUCTION

Crushed stone is required for various purposes within different sections of these specifications. Install crushed stone as instructed in the specification that requires it.

6.4 PAYMENT

Crushed stone will be paid per the specification section that requires it. If crushed stone is not listed as a pay item under a specification that requires it, it is incidental.

SECTION 7 - CONCRETE SIDEWALK (6 IN.)

7.1 SCOPE

Construct sidewalks per LFUCG Standard Drawing 303 to the dimensions shown on the Drawings. Contrary to LFUCG Standard Drawing 303, the minimum thickness shall be 6 in.

7.2 MATERIALS

Concrete shall be Class A and conform to KDOH Standard Specification 601.02. Submit concrete mix design(s) for each mix type to be utilized to the ENGINEER for review and approval prior to placing concrete.

Expansion joint material shall be ½ in. asphaltic conforming to KDOH Standard Specification 807.04.03.

Curing compound shall be Type 2 (White Pigmented) conforming to KDOH Standard Specification 823.02.

7.3 CONSTRUCTION

Prepare and compact a smooth subgrade of uniform density. Soft or unsuitable material should be excavated and replaced with compacted No. 57 stone. Moisten the subgrade immediately before placing concrete.

Place sidewalks by use of side forms or an approved slip form method.

Deposit concrete on the subgrade, spread to completely fill the forms, compact, and strike off to the required thickness. Float the surface to a smooth finish and broom for texturing. Finished concrete should have a uniform texture and color. Install caution tape or other barriers to protect freshly poured concrete from pedestrian traffic.

Cure concrete sidewalks according to KDOH 501.03.15. After the concrete has set sufficiently, remove forms and backfill areas adjacent to the concrete.

Concrete shall not be placed without inspection and approval from the ENGINEER.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment.

7.4 PAYMENT

Sidewalks will be paid per square yard.

No. 57 stone will be paid per ton based on the weight ticket.

SECTION 8 - CONCRETE ENTRANCE PAVEMENT

8.1 SCOPE

Construct concrete entrances on a DGA base course per KDOH Standard Drawing RPM-152-08 to the dimensions shown on the Drawings.

8.2 MATERIALS

Concrete shall be Class A and conform to KDOH Standard Specification 601.02. Submit concrete mix design(s) for each mix type to be utilized to the ENGINEER for review and approval prior to placing concrete.

Expansion joint material shall be ½ in. asphaltic conforming to KDOH Standard Specification 807.04.03.

Curing compound shall be Type 2 (White Pigmented) conforming to KDOH Standard Specification 823.02.

DGA shall conform to KDOH Standard Specification 302.02.

8.3 CONSTRUCTION

Construct concrete entrances on a 4 in. thick subbase of DGA on top of a compacted subgrade. Strike and mechanically compact the stone to produce a uniform flat surface. Moisten the stone immediately before placing concrete.

Place entrances by use of side forms.

Deposit concrete on the subgrade, spread to completely fill the forms, compact, and strike off to the required thickness. Float the surface to a smooth finish and broom for texturing. Finished concrete should have a uniform texture and color.

Cure concrete entrances according to KDOH Standard Specification 501.03.15. After the concrete has set sufficiently, remove forms and backfill areas adjacent to the concrete.

Concrete shall not be placed without inspection and approval from the ENGINEER.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment.

8.4 PAYMENT

Concrete Entrance Pavement will be paid per square yard.

No. 57 stone will be paid per ton based on the weight ticket.

SECTION 9 - SIDEWALK RAMPS

9.1 SCOPE

Construct ADA compliant sidewalk ramps on an aggregate base course per LFUCG Standard Drawing 304.

9.2 MATERIALS

Concrete shall be Class A and conform to KDOH Standard Specification 601.02. Submit concrete mix design(s) for each mix type to be utilized to the ENGINEER for review and approval prior to placing concrete.

Expansion joint material shall be ½ in. asphaltic conforming to KDOH Standard Specification 807.04.03.

Curing compound shall be Type 2 (White Pigmented) conforming to KDOH Standard Specification 823.02.

9.3 CONSTRUCTION

Conduct a meeting prior to forming the sidewalks ramps. The ENGINEER will facilitate the meeting and determine the specific design to be used.

Construct sidewalk ramps on a 4 in. thick subbase of No. 57 stone on top of a compacted subgrade. Strike and mechanically compact the stone to produce a uniform flat surface. Moisten the stone immediately before placing concrete. Place sidewalk ramps by use of side forms.

Deposit concrete on the subgrade, spread to completely fill the forms, compact, and strike off to the required thickness. Float the surface to a smooth finish and broom for texturing. Finished concrete should have a uniform texture and color.

Install Detectable Warning Surface Tiles per Section 22.

Cure concrete sidewalks according to KDOH Standard Specification 501.03.15. After the concrete has set sufficiently, remove forms and backfill areas adjacent to the concrete.

Concrete shall not be placed without inspection and approval from the ENGINEER.

9.4 PAYMENT

Sidewalk Ramps will be paid per each.

No. 57 stone will be paid per ton based on the weight ticket.

SECTION 10 – HEADER CURB AND CURB AND GUTTER

10.1 SCOPE

Construct Header Curb and/or Curb and Gutter on a prepared subgrade or aggregate base course per LFUCG Standard Drawing 301 to the dimensions shown on the Drawings.

10.2 MATERIALS

Concrete shall be Class A and conform to KDOH Standard Specification 601.02. Submit concrete mix design(s) for each mix type to be utilized to the ENGINEER for review and approval prior to placing concrete.

Expansion joint material shall be ½ in. asphaltic conforming to KDOH Standard Specification 807.04.03.

Curing compound shall be Type 2 (White Pigmented) conforming to KDOH Standard Specification 823.02.

10.3 CONSTRUCTION

Excavate to the required subgrade elevation. If placing curb adjacent to an existing pavement, sawcut the existing pavement at a location that will allow the new curb to be poured directly against the pavement edge. Protect the unconfined pavement edge from loading during construction.

Compact and finish the subgrade to a firm and even surface. Soft or unsuitable material should be excavated and replaced with compacted No. 57 stone. Moisten the subgrade immediately before placing concrete.

Place curb and gutter by use of side forms or an approved slip form method. When indicated or directed, form entrance and drainage openings of the required dimensions through the curbs at the designated location.

Deposit concrete on the subgrade, spread to completely fill the forms, compact, and strike off to the required thickness. Float the surface to a smooth finish and round edges according to the Standard Drawings. Finished concrete should have a uniform texture and color.

Cure the concrete according to KDOH Standard Specification 501.03.15. After the concrete has set sufficiently, remove forms and backfill areas adjacent to the concrete.

Concrete shall not be placed without inspection and approval from the ENGINEER.

10.4 PAYMENT

Header Curb and Curb and Gutter will be paid per linear foot.

No. 57 Stone will be paid per ton based on the weight ticket.

SECTION 11 - ASPHALT

11.1 SCOPE

Construct one or more courses of asphalt on a prepared subbase.

11.2 MATERIALS

Provide materials and equipment in compliance with KDOH Standard Specification 403.02.

Joint Sealant shall be Flexmaster Pourable Crack Sealant 1109 or approved equivalent.

Submit KDOH approved asphalt mix design(s) for each mix type to be utilized to the ENGINEER for review and approval prior to placing asphalt.

Provide weight tickets for all asphalt that is delivered to the project.

11.3 CONSTRUCTION

Construct asphalt pavement in accordance with KDOH Standard Specification 403.03.

Compact the asphalt in accordance with Compaction Option B and utilizing a minimum of two rollers.

Verify lift thickness in accordance with Section 403.03.06-A.

11.4 PAYMENT

Asphalt will be paid per ton based on weight tickets.

SECTION 12 - ASPHALT TACK COAT

12.1 SCOPE

Prepare existing bases or surfaces and apply a tack coat before placing covering courses of asphalt.

12.2 CONSTRUCTION

Provide materials and equipment in compliance with KDOH Standard Specification 406.02.

Prepare the existing surface and apply tack coat in accordance with KDOH Standard Specification 406.03.

12.3 BASIS OF PAYMENT

Asphalt Tack Coat is incidental to the construction of asphalt pavement.

SECTION 13 - DRAINAGE STRUCTURES

13.1 SCOPE

Furnish and install precast drop box inlets and headwalls.

13.2 MATERIALS

Provide precast drainage structures in compliance with the applicable LFUCG or KDOH Standard Drawings.

13.3 CONSTRUCTION

Excavate to the dimensions required to allow for proper installation and backfilling of the structure. Remove and replace soft or unsuitable material beneath the base of the structure.

Place a uniform, compacted bedding of No. 9 stone with a minimum thickness of 6 in. beneath the base of the structure.

Set the structure at the required line and grade.

Connect inflow and outflow pipes to the structure. Create a soil tight connection between the pipes and structure using non-shrink grout. Allow the grout to set for 24-hours prior to backfilling.

Backfill in accordance with LFUCG Standard Drawing 200, 201-1, or 201-2. Place backfill from the top of the bedding to 1 ft. above the top of the highest pipe connected to the structure in 6 in. lifts.

13.4 PAYMENT

Drop Box Inlets will be paid per each.

Headwalls will be paid per each.

SECTION 14 – STORM SEWER PIPE

14.1 SCOPE

Furnish and install reinforced concrete storm sewer pipe.

14.2 MATERIALS

Storm sewer shall be reinforced concrete pipe conforming to ASTM C76. Concrete pipe shall have a bell and spigot or tongue and groove joint design.

Rubber gaskets shall conform to ASTM C443, ASTM C1619, or ASTM C1628 for the pipe designated.

All pipe and gaskets delivered to the site shall be certified by the provider to meet the required material specifications.

14.3 CONSTRUCTION

Excavate to the dimensions required to allow for proper installation and backfilling of the pipe. Remove and replace soft or unsuitable material beneath the pipe. Dewater the trench as needed so that it remains free of standing water.

Place a uniform bedding of No. 9 stone with a minimum thickness of 6 in. beneath the pipe. Shape the bedding to conform to the invert shape of the pipe. Compact the bedding but leave the area under the center 1/3 of the pipe diameter uncompacted.

Lay the pipe at the line and grade shown on the Drawings and with the bell or groove at the upstream end of the pipe.

Snugly fit the rubber gasket in the beveled surface at the pipe ends. Force the pipe sections together to form a continuous soil-tight conduit with smooth and uniform interior surface, which provides for slight movement of any piece of the pipeline due to expansion, contraction, settlement or lateral displacement. The gasket shall be the sole element of the joint providing a soil-tight connection.

Backfill in accordance with LFUCG Standard Drawing 200, 201-1, or 201-2. Place backfill from the top of the bedding to 1 ft. above the top of the pipe in 6 in. lifts.

14.4 PAYMENT

Storm Sewer Pipe will be paid per linear foot.

SECTION 15 - ADJUST MANHOLE FRAMES AND COVERS TO GRADE

15.1 SCOPE

Adjust manhole frames and covers to grade.

15.2 CONSTRUCTION

Adjust the top of the manhole to an elevation 3 - 5 in. above final grade and in accordance with the LFUCG Standard Drawings.

Precast concrete adjusting rings may be used to raise the elevation of the manhole by up to 1 ft. Adjustments greater than 1 ft. require reconstructing the manhole by removing, replacing, or adding manhole sections. If it is necessary to reconstruct a sanitary manhole, a vacuum test (ASTM C1244) must be performed and passed prior to acceptance of the work.

Grade the area around the manhole to have a 1 in. per ft. slope away from the manhole.

15.3 BASIS OF PAYMENT

Adjust Manhole Frames and Covers to Grade will be paid per each.

SECTION 16 - AGGREGATE CHANNEL LINING

16.1 SCOPE

Construct aggregate channel lining in accordance with KDOH Standard Drawing RDD-040-05.

16.2 MATERIALS

Geotextile Fabric shall conform to KDOH Standard Specification 843.

Coarse Aggregate shall conform to KDOH Standard Specification 805.

16.3 CONSTRUCTION

Excavate the area to receive channel lining to a depth of 2 ft. Prepare the excavated area to a smooth condition, free of obstructions, debris, or sharp objects that may puncture the filter fabric.

Install Type 1 Geotextile Fabric within the excavated area in accordance with KDOH Standard Specification 214.03.

Begin placement of aggregate channel lining at the toe and proceed up the slope. Limit the height of drop of the aggregate to 3 feet to protect the fabric from damage.

16.4 PAYMENT

Aggregate Channel Lining will be paid per ton.

Geotextile Fabric will be paid per square yard.

SECTION 17 - PERMANENT SEEDING

17.1 SCOPE

Prepare the soil for seeding. Apply fertilizer, grass seed, and mulch.

17.2 MATERIALS

Fertilizer, grass seed, and mulch shall comply with KDOH Standard Specification 827.

17.3 CONSTRUCTION

Spread and lightly compact stockpiled topsoil to a uniform depth of approximately 6 in. in areas specified by the ENGINEER.

Install Permanent Seeding in accordance with KDOH Standard Specification 212.03.03. Utilize seed mix Type IV.

17.4 PAYMENT

Permanent Seeding will be paid per square yard.

SECTION 18 - EROSION AND SEDIMENT CONTROL

18.1 SCOPE

Construct, inspect, and maintain erosion and sediment control measures.

18.2 CONSTRUCTION

Prepare a Stormwater Pollution Prevention Plan (SWPPP), a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP) as described in Part IV General Conditions Section 5.17.

Install the erosion control measures per the Drawings prior to disturbing the site. Progressively incorporate additional erosion control measures as needed throughout the duration of the project. Maintain erosion control measures until the area they are serving is permanently stabilized.

Construction, inspection, and maintenance of erosion control measures shall comply with Chapter 11 of the LFUCG Stormwater Manual and any applicable permits.

18.3 PAYMENT

Erosion and Sediment Control will be paid by lump sum.

SECTION 19 - EDGE KEY

19.1 SCOPE

Construct an edge key in accordance with LFUCG Standard Drawing 318 and 319.

19.2 PAYMENT

Edge Key will be paid per linear foot.

SECTION 20 - EROSION CONTROL BLANKET

20.1 SCOPE

Prepare the soil for seeding. Apply fertilizer, grass seed, and degradable erosion control blanket.

20.2 MATERIALS

Fertilizer and grass seed shall comply with KDOH Standard Specification 827.

Erosion Control Blanket shall be Western Excelsior Excel SS-2 Rapid Go or approved equivalent.

20.3 CONSTRUCTION

Install Erosion Control Blanket and permanent seeding per KDOH Standard Specification 212.03.03.
Utilize seed mix Type IV.

20.4 PAYMENT

Erosion Control Blanket will be paid per square yard.

SECTION 21 - GEOTEXTILE

21.1 SCOPE

Furnish and install geotextile fabric.

21.2 MATERIALS

Geotextile fabric and steel pins shall conform to KDOH Standard Specification 843.

21.3 CONSTRUCTION

Install geotextile fabric in accordance with KDOH Standard Specification 214.03.

21.4 PAYMENT

Geotextile fabric will be paid per square yard.

SECTION 22 - DETECTABLE WARNING SURFACE TILE

22.1 SCOPE

Furnish and install detectable warning surface tiles.

22.2 MATERIALS

Detectable Warning Surface Tiles shall be Armor-Tile Cast in Place ADA Tile in Federal Yellow No. 33538.

22.2 CONSTRUCTION

Install Detectable Warning Surface Tiles in accordance with the guidelines set by the manufacturer.

22.2.1 Overlay

Ensure the surface to receive the tile is clean, dry, free of voids, and is structurally sound. Wipe clean the surface of the tile to receive adhesive. Apply the adhesive on the backside of the tile.

Set the tile true and square to the curb ramp area as detailed in the design drawings. Drill holes through the tile and concrete. Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome.

Following the installation of the tiles, apply the perimeter caulking sealant. Tape all perimeter edges of the tile and the adjacent concrete back. Tool the perimeter caulking to create a straight edge between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.

Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

22.2.2 Cast in Place

Leave the plastic sheeting in place during the entire installation process.

Place and finish the concrete to the required dimensions and slope. Do not remove concrete in the area to accept the tile. Place the tile true and square to the curb edge in accordance with the Drawings. Tamp (or vibrate) the tile into the fresh concrete to ensure that the tile is level and flush with the adjacent concrete surface. Create a finished edge of concrete around the tiles perimeter.

22.3 PAYMENT

Detectable Warning Surface Tiles are incidental to Sidewalk Ramps.

SECTION 23 – PAVEMENT MARKINGS

23.1 SCOPE

Furnish and install pavement markings.

23.2 MATERIALS

Provide materials for waterborne paint pavement markings in compliance with KDOH Standard Specification 713.02.

Provide materials for thermoplastic paint pavement markings in compliance with KDOH Standard Specification 714.02.

23.3 CONSTRUCTION

Construct waterborne paint pavement markings in accordance with KDOH Standard Specification 713.03, excluding sections 713.03.05 and 713.03.06.

Construct thermoplastic pavement markings in accordance with KDOH Standard Specification 714.03, excluding section 714.03.06.

A 180 day proving period will follow the application of pavement markings. During this period, the ENGINEER will make such observations as are necessary to determine if the markings are acceptable. The proving period begins when the facility is opened to traffic.

If markings are found to be unacceptable by the ENGINEER, repair or remove and replace the markings. Perform replacement according to the requirements specified in this subsection for the initial application. The corrective work will be subject to a proving period as listed above.

23.4 PAYMENT

Waterborne Paint for Stop Bars and Median will be paid per linear foot at the width specified in the Bid Tabulation.

Waterborne Paint for Curb will be paid per square foot.

SECTION 24 - SIGNS

24.1 SCOPE

Furnish and install panel traffic signs and posts.

24.2 MATERIALS

Signs and associated materials shall comply with KDOH Standard Specification 715.02.

Sign posts shall comply with KDOH Standard Specification 832.

24.3 CONSTRUCTION

Install signs in accordance with KDOH Standard Specification 715.03. Utilize Type 1 Steel Posts with soil stabilizer.

24.4 BASIS OF PAYMENT

Signs will be paid per square foot.

Steel Posts will be paid per linear foot.

SECTION 25 - TREE PLANTING

25.1 SCOPE

Furnish and plant trees of the type and size specified in the Drawings.

25.2 MATERIALS

Plants shall comply with KDOH Standard Specification 724.02.

Plants will be subject to inspection and approval by a representative from the LFUCG Division of Urban Forestry prior to planting.

25.3 CONSTRUCTION

Install plants in accordance with KDOH Standard Specification 724.03. The period of establishment will be one growing season.

The maximum number of replacements for each plant will be one, except for losses or replacements due to failure to comply with requirements.

25.4 BASIS OF PAYMENT

Trees will be paid per each.

SECTION 26 - REMOVE TREES AND STUMPS

26.1 SCOPE

Remove and dispose of trees, stumps, and roots as designated on the Drawings.

Grinding and removal of stumps and roots is permitted with approval of the ENGINEER. Grind stumps to a depth that severs the roots from the main root mass or to a minimum depth of 10 in. from finished or original grade (whichever is deeper).

Backfill holes resulting from tree removal with approved materials.

Clearing of trees 5 in. or greater (diameter breast height) from June 1 through July 31 is prohibited.

26.2 BASIS OF PAYMENT

Remove Trees and Stumps is incidental to Clearing and Grubbing.

SECTION 27 - REMOVE HONEYSUCKLE

27.1 SCOPE

Remove honeysuckle as designated on the Drawings. Remove honeysuckle utilizing heavy equipment where it is feasible to do so without damaging surrounding trees that are to remain in place. Ensure the root ball is removed along with the plant.

Honeysuckle that cannot be removed utilizing heavy equipment shall be removed by hand or by cutting and applying herbicide. The table below provides guidance for determining the appropriate removal method.

Plant Size	Timing	Method
0-5 ft. height, <1 in. diameter	Any Time	Hand Removal
>5 ft. height, >1 in. diameter	June-January	Cut and Apply Herbicide

Hand Removal: Pull or lever the entire plant from the ground by hand or with the assistance of hand tools (weed wrench, pry bars, shovels, etc.). Ensure the root ball is removed along with the plant.

Cut and Apply Herbicide: Cut the shrub close to the ground and applying herbicide directly to the stump within 2 hours of cutting. Use full-strength glyphosate (Accord, Pathway, Tordon, Arsenal, or Garlon). Spray the entire stump and any branches or stems that were cut off at the ground level.

27.2 BASIS OF PAYMENT

Remove Honeysuckle is incidental to Clearing and Grubbing.

SECTION 28 - PRECAST BOX CULVERT

28.1 SCOPE

Construct Precast Reinforced Concrete Box Culvert (RCBC) and Precast Box Culvert Headwall to the sizes and types indicated on the Drawings.

28.2 MATERIALS

The Precast RCBC and Precast Box Culvert Headwall shall be supplied by a precaster on the KDOH List of Approved Materials.

Precast RCBC and Precast Box Culvert Headwall shall comply with KDOH 611.03.03.

Provide shop drawings showing dimensions, steel type and spacing, elevations, joint details and all other information necessary to construct the Precast RCBC.

28.3 CONSTRUCTION

28.3.1 Laying

Lay the Precast RCBC in sections to the line and grade shown on the Drawings on a compacted bedding of No. 9 stone with a min. thickness of 3 in. Level the compacted bedding with a template or straightedge to ensure uniform support throughout the entire length and width of the structure.

Lay the Precast RCBC by placing the sections starting at the outlet end of the culvert with the bell or groove end being laid upgrade.

Provide drainage with 4-in. weep holes, except that for side-by-side installations separated by grout, the weep holes shall be placed on the extreme outside walls only.

Grout openings formed between the precast sections and any side entry of pipes, or top entry of manholes to form a watertight joint. Provide additional steel reinforcement in the top slab to sufficiently compensate for removed sections when manholes are to be placed directly on the top slab.

28.3.2 Joints

Properly fit the joints for each section. Use rubber, flexible plastic gaskets or asphalt mastic joint sealing compound in joints between the Precast Box Sections. Ensure proper meshing of the joints regardless of the type of sealant to be used.

No sand or foreign material of any kind shall be allowed to intrude into the joints. If sand or foreign material has intruded into the joints upon joining the sections, thoroughly clean the joints until no sand or foreign material is present, then reseal the joints.

Fill the exterior joint gap on the top of the Precast RCBC with mortar. Cover the joint with a double layer geotextile fabric joint wrap (minimum 15-in. width). Apply the joint wrap to all joint sections.

28.3.4 Backfill

Backfill the trench in accordance with the Drawings and KDOH Standard Specification 603.03.04

28.4 BASIS OF PAYMENT

Precast Reinforced Concrete Box Culvert will be paid per each.

Precast Reinforced Concrete Headwalls will be paid per each.

SECTION 29 - HANDRAILS

29.1 SCOPE

Furnish and install handrails.

29.2 MATERIALS

Handrails and associated materials shall comply with LFUCG Standard Drawing 316.

Concrete for footings shall be Class A and conform to KDOH Standard Specification 601.02.

29.3 SUBMITTALS

Provide shop drawings for fabrication, installation and erection of Handrails. Provide plans, elevations, and details of anchorages, connections, and accessory items. Provide installation templates for Work installed by others. Show all interfaces and relationships to work of other trades. Indicate welded connections using standard American Welding Society welding symbols. Indicate net weld lengths.

Provide professionally prepared calculations and certification of performance of this Work by a structural engineer licensed in the State of Kentucky. Show how design load requirements and other performance criteria have been satisfied to the applicable building code.

29.4 CONSTRUCTION

Install handrails in accordance with LFUCG Standard Drawing 316.

Pour concrete footings to support railing in accordance with the Drawings.

29.5 BASIS OF PAYMENT

Handrails will be paid per linear foot.

APPENDIX A

LPA DOCUMENTS

OFFICE OF LOCAL PROGRAMS – SPECIAL PROVISIONS FOR LPA ADMINISTERED
PROJECTS

NOTICE TO ALL BIDDERS TO REPORT BID RIGGING, BIDDER COLLUSION OR
OTHER FRAUDULENT ACTIVITIES

US DEPARTMENT OF LABOR FINAL RULE ON FEDERAL EXECUTIVE ORDER
11246



**OFFICE OF LOCAL PROGRAMS – SPECIAL PROVISIONS FOR LPA
ADMINISTERED PROJECTS**

- All contractors and subcontractors must be prequalified by the Kentucky Transportation Cabinet
<http://transportation.ky.gov/Professional-Services/Pages/Prequalification-Application-and-Instructions.aspx>
- The Local Public Agency (LPA) will operate in compliance with the Federal Procurement Code, including but not limited to, 23 CFR 635.112
<https://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm>
- This project will follow the Kentucky Standard Specifications for Road and Bridge Construction, current edition.
<http://transportation.ky.gov/construction/pages/kentucky-standard-specifications.aspx>
- Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title IV provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be subjected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d). The Civil Rights Act of 1964 shall be followed in the administration of this project.
- Patented or proprietary materials are discouraged but if they are specified then 23 CFR 635.11 (<https://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm>) must be followed.
- All Change Orders must be pre-approved by the KYTC. Change order requests must be submitted to the District LPA Coordinator and the OLP Project manager at the same time. All change order requests must be submitted on the LPA-chord (07/02/2010) form
- Failure by a bidder to comply with all applicable sections of the current Kentucky Standards 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 an award:
 - 102.13 Irregular Proposals
 - 102.09 Delivery of Proposals
 - 102.14 Disqualification of Bidders
 - Part I Advertisement for Bids Page AB-3 – Delivery of Proposal

The following laws, statutes, and regulations must be followed:

Federal

- Equal Employment Opportunity Act of 1964
- Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Americans with Disabilities Act of 1987
- Civil Rights Restoration Act of 1987
- 23 USC 140 (Nondiscrimination)
- 49 CFR 21 (Civil Rights)
- 49 CFR 26 (Disadvantage Business Enterprises)
- 23 CFR 230 (External Programs)
- 23 CFR 633 (Required Contract provisions)
- 23 CFR 635 (Construction and Maintenance)
- Executive Order 11246 (Nondiscrimination)
- 23 USC 106 (Project approval and oversight)
- 23 USC 112 (Letting of contracts)
- 23 USC 113 (Prevailing rate of wage)
- 40 USC 276(a) Davis Bacon Act
- 29 CFR 1 Wage Rate Determinations
- 29 CFR 3 Weekly Statements of Payrolls
- 29 CFR 5 Wages
- 29 CFR 6 Wages
- 29 CFR 7 Wages

State

- KRS 45 A Model Procurement Code
- KRS 176 Department of Highways Procurement
- KRS 136 Corporation and Utility Taxes
- KRS 139 Sales and Use Taxes
- KRS 141 Income Taxes
- KRS 337 Wage and Hours (must have payment bond for wages if less than 5 years in Kentucky)
- KRS 338 OSHA
- KRS 341 Unemployment Compensation
- KRS 342 Workers Compensation (must be on file with the Dept. of Workers Claims)
- KAR 603 Prequalification of Contractors

**NOTICE TO ALL BIDDERS TO REPORT BID RIGGING, BIDDER COLLUSION OR
OTHER FRAUDULENT ACTIVITIES**

BID RIGGING, BIDDER COLLUSION OR OTHER FRAUDULENT ACTIVITIES

The U.S. Department of Transportation (USDOT) maintains a Hotline Complaint Center and operates a 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, DBE fraud or other fraudulent activities should use the following hotline number or address to report such activities:

Hotline Number:

(202) 755-1855 or 800-424-9071

Hotline Address:

Office of Inspector General
P. O. Box 23178 L'Enfant Plaza Station
Washington, D.C. 20024-0178

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

US DEPARTMENT OF LABOR FINAL RULE ON FEDERAL EXECUTIVE ORDER
11246

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. 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 advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



Commonwealth of Kentucky
FINANCE AND ADMINISTRATION CABINET
Office of the Controller
Office of Procurement Services
Room 096 Capitol Annex
Frankfort, Kentucky 40601
(502) 564-4510
(502) 564-1434 Facsimile

STEVEN L. BESHEAR
Governor

Lori H. Flanery
Secretary

Ed Ross
Executive Director

Don Speer
Executive Director

TO: All Agency Purchasing Contacts

FROM: Donald R. Speer, Executive Director *DRS by JH*
Office of Procurement Services

DATE: April 7, 2015

SUBJECT: US Department of Labor Final Rule on Federal Executive Order 11246

On April 8, 2015, a new federal rule takes effect amending federal Executive Order 11246. This Executive Order, originally signed in 1965, concerns the prohibition of discrimination by contractors and subcontractors where the contract utilizes federal funds. In July, 2014, a new Executive Order was issued to amend EO 11246 by adding sexual orientation and gender identity to the existing categories protected from discrimination in hiring and employment.

For all solicitations issued by a state agency and for all contracts executed or amended on or after April 8, 2015, that utilize federal funds, the following standard boilerplate provisions with new language shall be included:

Discrimination:

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual

orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. 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 advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such

provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Please contact the Office of Procurement Services at 564-4510, if you have any questions.

APPENDIX B

TRAFFIC MANAGEMNT PLAN



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

12/2010
Page 1 of 4

County: Fayette Item No.: 07-03042

Federal Project No.: 4003031

Project Description:

Construction of a 12 ft. wide shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Road. The majority of the construction will occur within the existing park located at 2515 & 2789 Liberty Road and will not impact traffic. An entrance will be constructed off Liberty Road that will require a lane blockage on Liberty Road during its construction.

Roadway Classification: ☒ Urban ☐ Rural
☐ Local ☐ Collector ☒ Arterial ☐ Interstate

ADT (current) 18,244 AM Peak Current N/A PM Peak Current N/A % Trucks N/A

Project Designation: ☐ Significant ☒ Other: _____

Traffic Control Plan Design:

Taper and Diversion Design Speeds 45

Minimum Lane Width 10

Minimum Shoulder Width N/A

Minimum Bridge Width N/A

Minimum Radius N/A

Maximum Grade N/A

Minimum Taper Length N/A

Minimum Intersection Level of Service N/A

Existing Traffic Queue Lengths N/A

Projected Traffic Queue Lengths N/A

Comments:

All signs and controls of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices. Lane Blockage will conform with KDOH Standard Drawing TTC-100-04. Sufficient pavement width exists to allow for two-way traffic while blocking a portion of the lane/shoulder to install the entrance.



Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

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Item No. 07-030402

Discussion:

1) Public Information Plan

a) Prepare with assistance from ☐ KYTC or ☒ LFUCG

b) Identify Trip Generators N/A

f) Railroad Involvement N/A

c) Identify Types of Road Users N/A

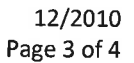
g) Address Pedestrians, Bikes
Mass Transit Referenced

d) Public Information Message N/A

h) Address Timing, Frequency, Updates,
Effectiveness of Plan Referenced

e) Public Information Strategies
to be used N/A

i) Police & Other
Emergency Services N/A





Kentucky Transportation Cabinet
Division of Highway Design
TRAFFIC MANAGEMENT PLAN

12/2010
Page 4 of 4

Item No. 07-03042

APPROVAL:

Thomas Clements

10/23/24

Project Manager

Date

P. H. P.
/SI

10/28/2024

District 7 LPA Project Manager

Date

Engineering Support Manager

Date

FHWA Representative

Date

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

APPENDIX C

PERMITS

KDOW STREAM CONSTRUCTION PERMIT

KDOW 401/USACE WATER QUALITY CERTIFICATION

KYTC ENCROACHMENT PERMIT

RIGHT-OF-WAY CERTIFICATION



Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

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

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

STREAM CONSTRUCTION PERMIT
For Construction In Or Along A Stream

Issued to: **LFUCG - Division of Parks & Recreation**
Address: **469 Parkway Dr**
Lexington, KY 40505
Permit No.: **34799**

Permit effective date: **April 21, 2024**
Permit expires on: **April 21, 2025**

Agency Interest: **83480**
Activity ID: **APE20240001**

In accordance with KRS 151.250 and KRS 151.260, the Energy and Environment Cabinet approves the application dated **April 17, 2024** for construction of a **10' x 3' box culvert and 12- foot wide Brighton Trail, in the floodplain of an unnamed tributary, with general coordinates 38.020617, -84.433925, in Fayette County.**

There shall be no deviation from the plans and specifications submitted and hereby approved unless the proposed change shall first have been submitted to and approved in writing by the Cabinet. This approval is subject to the attached limitations. **Please read these limitations carefully!** If you are unable to adhere to these limitations for any reason, please contact this office prior to construction.

This permit is valid from the standpoint of stream obstruction only. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. Specifically if the project involves work in a stream, such as bank stabilization, dredging, relocation, or in designated wetlands, a 401 Water Quality Certification from the Division of Water will be required.

This permit is nontransferable and all construction must be completed by the expiration date noted above. Year by year extensions may be requested subject to the requirements of 401KAR 4:060 Section 3 (5) (a) and (b) by submitting the attached Final Development Report, Permit Extension, Modification or Termination Form **prior** to your current permit expiration date. When your project is completed, you are required to notify the Division by submitting the same form and any required documents per your permit. The form may be emailed to: DOWFloodplain@ky.gov.

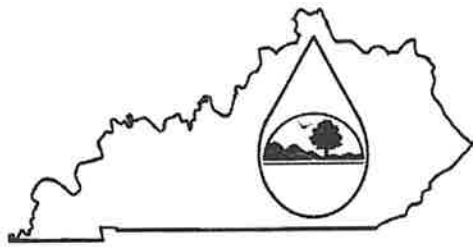
Any violation of the Water Resources Act of 1966 as amended is subject to penalties as set forth in KRS 151.990.

If you have any questions concerning this letter or other floodplain management requirements, please contact the Division of Water's Floodplain Management Section at (502) 564-3410 or by email at DOWFloodplain@ky.gov.

Sincerely,

David Coe, P.E., Supervisor
Floodplain Management Section
Water Resources Branch
Division of Water

Frankfort Regional Office
Chase Wright, PE, Engineer/agent
Doug Burton - Lexington-Fayette Urban County Government Floodplain Coordinator, wdburton@lexingtonky.gov
File



Commonwealth of Kentucky

Energy and Environment Cabinet

Division of Water

**Final Development Report, Permit
Extension, Modification or Termination
Form**

Name/Corporation Name: LFUCG - Division of Parks & Recreation

Email Address: _____

Agency Interest #: 83480

Permit #: 34799

SELECT THE APPROPRIATE PERMITTING ACTION REQUIRED BELOW

FINAL DEVELOPMENT REPORT FORM

Submit within 90 days after completion of construction

☐ All work on this project has been completed according to the plans and specifications as permitted by the Division of Water.

- ☒ Photographs of completed development (required)
- ☐ As Built drawings, if required by permit conditions
- ☐ Elevation Certificate, if required by permit conditions
- ☐ Floodproofing Certificate, if required by permit conditions
- ☐ Fill Compaction Tests, if required by permit conditions

PERMIT EXTENSION REQUEST FORM

Submit at least 30 days prior to permit expiration

- ☐ Permit Extension is requested, the project plans have not changed
 - ☐ Construction began on (date) _____
 - ☐ Construction has not started, will begin on (date) _____

PERMIT TERMINATION FORM

- ☐ The permitted project was not started and will not be completed

PERMIT MODIFICATION FORM

Provide detailed description of changes to the project on the following page, include maps and drawings as required.

Signature (Required): _____

Email this completed form to DOWFloodplain@ky.gov
or mail to DOW Floodplain Management, 300 Sower Blvd, Frankfort KY 40601

Modification Notes, permit Number: 34799

[illegible]

Email this completed form to DOWFloodplain@ky.gov
or mail to DOW Floodplain Management, 300 Sower Blvd, Frankfort KY 40601

STRC0000000001 (AI: 83480 - LFUGG) construction of a 10' x 3' box culvert and 12- foot wide Brighton Trail, in the floodplain of an unnamed tributary, with general coordinates 38.020617, -84.433925, in Fayette County.:

Submittal/Action Requirements:

Condition No.	Condition
S-1	The Permittee or project engineer shall submit final construction report within 90 days after completion of construction. The Permittee or project engineer shall certify in writing that the project was completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 3(6)]

Narrative Requirements:

Condition No.	Condition
T-1	The Permittee, LFUGG - Division of Parks & Recreation, is responsible for compliance with the following permit conditions and all Federal, State and Local regulations applicable to this project. [KRS 151.250]
T-2	The issuance of this permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [KRS 151.250 & 401 KAR 4:060]
T-3	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The Permittee is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit was issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the Permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-4	A copy of this permit shall be available at the construction site. [KRS 151.250]. [KRS 151.250]
T-5	Any work performed by or for the Permittee that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-6	Any design changes or amendments to the approved plans shall be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-7	Since your community participates in the National Flood Insurance Program, a local floodplain permit shall be obtained prior to beginning of construction. Upon completion of construction the Permittee shall contact the local permitting agency for final approval of the construction for compliance with the requirements of the local floodplain ordinance. [401 KAR 4:060 Section 9(c)]

Stream Construction Permit

Brighton East Rail Trail Project

Facility Requirements

Permit Number: 34799

Activity ID No.: APE20240001

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STRC0000000001 (AI: 83480 - LFUCG) construction of a 10' x 3' box culvert and 12- foot wide Brighton Trail, in the floodplain of an unnamed tributary, with general coordinates 38.020617, -84.433925, in Fayette County.:

Narrative Requirements:

Condition No.	Condition
T-8	The Permittee shall maintain the bridge or culvert in good condition and keep it free of drift and debris at all times. [401 KAR 4:060 Section 3(1)]
T-9	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-10	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-11	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-12	Upon completion of construction all disturbed areas shall be seeded and mulched or otherwise stabilized to prevent erosion. [401 KAR 4:060]
T-13	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-14	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]
T-15	The existing stream flow shall be maintained at all times during construction using standard flow diversion or pump around methods. Cofferdams or other structures placed in the stream shall be removed immediately if adverse flooding conditions result or if a flooding event is imminent. [401 KAR 4:060 Section 4]
T-16	The Water Quality Certification Section has determined that this project is covered under the KY General Certification of the Nationwide Permit 14 for Linear Transportation Projects provided that this project has received the appropriate Nationwide Permit from the U.S. Army Corps of Engineers and all conditions of the enclosed General Water Quality Certification are met. Please carefully review the enclosed General Water Quality Certification conditions. Questions should be directed to the Water Quality Certification Section, at 401WQC@ky.gov or (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]



ANDY BESHEAR
GOVERNOR

REBECCA W. GOODMAN
SECRETARY

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

ANTHONY R. HATTON
COMMISSIONER

300 SOWER BOULEVARD
FRANKFORT, KENTUCKY 40601

General Certification--Nationwide Permit # 14 Linear Transportation Projects

This General Certification is issued **December 18, 2020**, 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 General Certification and all General Certifications of Nationwide Permits (NWP), the term 'surface water' is defined pursuant to 401 KAR Chapter 10, Section 1(72): 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.

As required by 40 CFR Part 121 – State Certification of Activities Requiring a Federal License or Permit, all conditions include a statement explaining why the condition is necessary to assure that any discharge authorized under the general permit will comply with water quality requirements and a citation to federal, state, or tribal law that authorizes the condition. The statements and citations are included with each condition. The statements are written entirely at the end of the certification under the section *Statements of Necessity*.

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, 303, 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 conditions in this certification are met. Activities that do not meet the conditions of this General Certification require an Individual Section 401 Water Quality Certification.

General Certification--Nationwide Permit # 14
Linear Transportation Projects
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1. Activities occurring within surface waters assessed by the Kentucky Division of Water as designated Outstanding State Resource Waters, National Resource Waters, Cold Water Aquatic Habitat, Exceptional Waters, or identified as candidate Outstanding State Resource Waters or candidate Exceptional Waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(1), Section 1(2), & Section 1(3); and 401 KAR 10:031, Section 4(2) & Section 8]
2. Activities impacting surface waters assessed by the Kentucky Division of Water as impaired for warm water or cold water aquatic habitat where the parameter or source is related to habitat* are not authorized under this General Certification and require an Individual Certification. [Statement B and citations KRS 224.70-110 and 401 KAR 10:031, Section 2 & Section 4]

*These include waters impaired by the parameter 'habitat assessment', 'combined biota/habitat bioassessment' or any parameter from the parameter group 'habitat alterations, and/or waters where the parameter identified as a cause of impairment has a source from the source group 'habitat impacts'.

3. Activities impacting surface waters assessed by the Kentucky Division of Water as full support for warm water or cold water aquatic habitat are not authorized under this General Certification and require an Individual Certification. [Statements A and B and citations KRS 224.70-110 and 401 KAR 10:031, Section 2 & Section 4]
4. The activity will not occur within surface waters identified as perpetually-protected mitigation sites (e.g., deed restriction or conservation easement). [Statement C and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3); and 40 C.F.R. 230.97]
5. Activities with cumulative temporary and permanent impacts greater than 1/2 acre of wetland or 300 linear feet of surface waters are not authorized under this General Certification and require an Individual Certification. This General Certification shall not apply to projects where multiple Nationwide Permits are issued for individual crossings which are part of a single, larger transportation projects. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
6. For complete linear transportation projects, all impacts shall not exceed a cumulative length of 500 linear feet within each Hydrologic Unit Code (HUC) 14. [401 KAR 10:030 and 401 KAR 10:031]
7. Stream realignment greater than 100 feet is not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

General Certification--Nationwide Permit # 14
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8. Surface water impacts covered under this General 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 (KAWQP). [Statements A and F and citations KRS 224.71-145(1), 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
9. Any crossings must be constructed in a manner that does not impede natural water flow. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
10. The use of creek rock for bank stabilization; grouted rip-rap; unformed, poured grout; unformed, poured concrete; poured asphalt; or asphalt pieces is not authorized under this General Certification and requires an Individual Certification. Poured concrete or grout will be authorized under this General Certification when contained by tightly sealed forms or cells. Equipment shall not discharge waste washwater into surface waters at any time without adequate wastewater treatments. [Statement A and citations 401 KAR 10:030, Section 1(3)(b) & 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
11. New stormwater detention/ retention basins constructed in surface waters or modifications to stormwater detention/ retention basins resulting in the reduction in reach or that cause impairment of flow of surface waters are not authorized under this General Certification and require an Individual Certification. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
12. Erosion and sedimentation pollution control plans and Best Management Practices (BMPs) 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. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
13. 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, 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, 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. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

General Certification--Nationwide Permit # 14
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14. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering surface waters. [Statements A and D and citations. [KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
15. Removal of riparian vegetation shall be limited to that necessary for equipment access. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
16. To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
17. Heavy equipment (e.g., bulldozers, backhoes, and draglines), 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. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
18. 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. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
19. If domestic water supply intakes are located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done prior to construction. [Statement E and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
20. 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 Kentucky Division of Water shall be notified immediately by calling (800) 928-2380. [Statement A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
21. The Kentucky Division of Water requires submission of a formal application for any federal applicant that is not required to submit a Preconstruction Notification that would typically be required of any non-federal applicant. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

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22. The Kentucky Division of Water may require submission of a formal application for an Individual Certification for any project that has been determined to likely have a significant adverse effect upon water quality or degrade surface waters so that existing uses of the water body or downstream waters are precluded. [Statement A and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]
23. If the final issued General Permit for Nationwide Permit 14 Linear Transportation Projects changes significantly, the Division of Water may opt to deny certification for this permit. [Statements A and D and citations KRS 224.70-110, 401 KAR 10:030, Section 1(3)(b) & Section 1(4)(b); and 401 KAR 10:031, Section 2 & Section 4]

Statements of Necessity:

- A. This condition is necessary to protect waters categorized under the anti-degradation policy to protect the designated and existing uses and to maintain the associated water quality criteria necessary to protect these water resources.
- B. This condition is necessary to protect existing uses and the level of water quality necessary to protect those existing uses shall be assured in impaired water.
- C. This condition is necessary for long-term protection of compensatory mitigation sites.
- D. This condition is necessary to provide for the prevention, abatement, and control of all water pollution and to conserve water resources for legitimate uses, safeguard from pollution the uncontaminated waters, prevent the creation of any new pollution, and abate any existing pollution.
- E. This condition is necessary to protect domestic water supply use.
- F. This condition is necessary to evaluate, develop, and improve best-management practices in conservation plans, compliance plans, and forest stewardship management plans; establish statewide and regional agriculture water quality plans; and otherwise promote soil and water conservation activities that protect surface waters from the adverse impacts of agriculture operations within the Commonwealth.

Violation of Kentucky state water quality standards may result in civil penalties and remediation actions.

For assistance contact the Kentucky Division of Water, Water Quality Certification Section by email (401WQC@ky.gov) or by phone (502)-564-3410.

APPROVED

Kentucky Transportation Cabinet
Department of Highways
Division of Maintenance
Permits Branch

TC 99-1 (B)
07/2018
Page 1 of 1

10/11/2024

ENCROACHMENT PERMIT**KYTC KEPT #:** 07-2024-00034**Permittee:** LFUCG**Permit Type / Subtype:** Entrance / Commercial**Work Completion Date:** 1/18/2026

INDEMNITIES		
Type	Amount Required	Tracking Number
Performance Bond	\$0.00	
Cash / Check	\$0.00	
Self-Insured	\$20,000.00	0009633
Payment Bond	\$0.00	
Liability Insurance	\$0.00	

This permit has been: **APPROVED** ☒ **DENIED** ☐

Kelly A Baker, P.E.	D7 - Chief District Engineer	10/11/2024
SIGNATURE	TITLE	DATE

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	County - Route	Latitude	Longitude
	Fayette - KY 1927	38.020204	-84.435865

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 07-2024-00034

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT Lexington Fayette Urban County Gov.	ADDRESS 101 E. Vine Street		
EMAIL tclements@lexingtonky.gov	CITY Lexington	STATE KY	ZIP 40507
CONTACT NAME 1 Thomas Clements	EMAIL tclements@lexingtonky.gov	PHONE # 859-258-3416	
		CELL #	
CONTACT NAME 2 (if applicable)	EMAIL	PHONE #	
		CELL #	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS 2515 Liberty Rd.	CITY Lexington	STATE Kentucky	ZIP 40509
COUNTY Fayette	ROUTE # KY 1927	MILE POINT 1.2 1.146	LONGITUDE (X) -84.435890
			LATITUDE (Y) 38.020167

ADDITIONAL LOCATION INFORMATION:

FOR KYTC USE ONLY

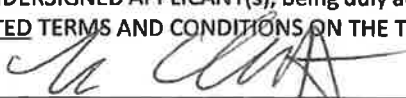
PERMIT TYPE: ☐ Air Right ☒ Entrance ☐ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☒ by Permit **LOCATION:** ☒ Left ☐ Right ☐ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

The Brighton Trail Connection project is a shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd. This encroachment permit is to construct an entrance for a future parking lot and tie the shared use path into the existing sidewalk.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.



SIGNATURE

1-16-24

DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
 - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
 - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
 - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
 - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

UTILITY

NAME (Utility Representative)

TITLE (Utility Representative)

SIGNATURE (Utility Representative)

DATE



To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
ENCROACHMENT PERMIT MISCELLANEOUS REQUIREMENTS

THE FOLLOWING STIPULATIONS ARE REQUIREMENTS FOR YOUR APPROVED
PERMIT NO. 07-2024-00034

- Before working on this project, permittee shall contact Rob Sprague in D7 Design to discuss the future project in the area in reference to the permitted work.
- Add a 36"x36" MUTCD STOP sign on breakaway posts at Liberty Road.
- Any disturb areas must be graded and seeded to match original condition.
- The permittee shall be responsible for complying with appropriate temporary traffic control as described in the latest edition of the MUTCD (Manual on Uniform Traffic Control Devices) when any traffic disruptions are required.



KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF MAINTENANCE – PERMITS BRANCH

Rev. 12/2021

**ENCROACHMENT PERMIT GENERAL NOTES &
SPECIFICATIONS**

KYTC KEPT # _____

SAFETY

All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual. Federal law requires that traffic control shall be implemented in accordance with MUTCD standards and Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction (Standard Specifications) under the supervision of a certified Work Zone Traffic Control Supervisor.

All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.

No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the MUTCD.

When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9 am and 3 pm.

The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.

No non-construction equipment or vehicles or office trailers shall be allowed on the right of way at any time.

The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

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

Working hours shall be between 9 am and 3 pm.

Date and time restrictions pertaining to this permit are as follows:

No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

The permittee shall meet all applicable federal Occupational Safety and Health Administration standards and Kentucky Occupational Safety and Health standards.

Other safety requirements pertaining to this permit are as follows:

All personnel on state right of way must have the proper PPE on all times for visibility.

GENERAL

The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility.

Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis. Following this consultation, further action shall be decided on a case-by-case basis by the Department.

If the activity to which this permit related disturbs one acre or more of land, you must obtain Kentucky Pollutant Discharge Elimination System KYR10 permit. Information can be found at <http://water.ky.gov/permitting/Pages/GeneralPermits.aspx>

Other general requirements pertaining to this permit are as follows:

UTILITIES**For Non-Fully Controlled Access Highways**

All existing manholes and valve boxes shall be adjusted to be flush with finished grade.

Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.

Underground longitudinal lines shall be located behind the ditch and toe of slope as near to the edge of the right of way as practical or in designated utility strips. Underground lines shall not be installed longitudinally under pavement, shoulder areas, or ditches.

Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.

The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.

Natural gas and petroleum fraction lines shall have a minimum of 60" cover when located under roadways, ramps and ditch lines, and a minimum of 42" cover in all other areas.

All pavement cuts shall be restored per Kentucky Transportation Cabinet standards and specifications.

Overhead crossing of an utility line shall have a minimum clearance of 18 feet or greater per NESC guidelines or applicable codes.

To the extent possible, maintain at least a 30' clear zone.

For Fully Controlled Access Highways

All work necessary within the right-of-way shall be performed behind a temporary fence erected prior to a boring operation. The temporary woven wire fence shall be removed immediately upon completion of work on the right-of-way, and the control of access immediately restored to original condition, in accordance with the Standard Specifications.

Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual. Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.

All vents, valves, manholes, etc., shall be located outside of the right-of-way.

Overhead crossing of an utility line shall have a minimum clearance of 24 feet or greater per NESC guidelines or applicable codes.

Minimum depth for underground utilities is 42", except for electrical lines and natural gas/petroleum fraction lines.

The minimum depth for underground electrical lines is 60" under roadways, ramps, and ditch lines. The minimum depth for underground electrical lines in all other areas is 42" unless NESC requires additional depth.

	Natural gas and petroleum fraction lines shall have a minimum of 60" cover.
	Other Utility Requirements
	Other utility requirements pertaining to this permit are as follows:
	RIGHT-OF-WAY RESTORATION
	All disturbed portions of the right of way shall be restored to grass as per the Standard Specifications. A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding per the specified seed mix shall be used. For urban areas, the seed mix will be modified to only include Fescue and Ryegrass.
	For seeding on slopes 3:1 of less, apply seed mix Type I at a minimum application rate of 100 pounds per acre.
	Seed Mix Type I: 90% Kentucky 31 Tall Fescue, 10% White Dutch Clover
	For seeding on slopes greater than 3:1 in Districts 4, 5, 6, and 7, apply seed mix Type II at a minimum application rate of 100 pounds per acre.
	Seed Mix Type II: 90% Kentucky 31 Tall Fescue, 10% Partridge Pea
	For seeding on slopes greater than 3:1 in Districts 1, 2, 3, 8, 9, 10, 11, 12, apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Partridge Pea with Kentucky 31 Fescue.
	Seed Mix Type III: 70% Kentucky 31 Tall Fescue, 30% Partridge Pea
	For seeding in residential and urban areas, use seed mix Type IV at an application rate of 275 pounds per acre.
	Seed Mix Type IV: 95% Turf Type Tall Fescue Blend, 5% White Dutch Clover
	Place straw to an approximate 2-inch loose depth (2 tons per acre).
	Prior to seeding, the ground shall be prepared in accordance with the Standard Specifications.
	Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing. Substitutes for sod are subject to approval by the Department.
	All ditch-flow lines and all ditch-side slopes shall be sodded.
	Existing concrete right of way monuments shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee with new monuments in accordance with the Standard Specifications. Monuments that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department. All right of way monuments shall be installed by a licensed Land Surveyor.
	Other right-of-way restoration requirements pertaining to this permit are as follows:
	DRAINAGE
	Any negative impacts to existing drainage structures will be the permittee's responsibility to repair in accordance with the Standard Specifications.
	All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint seating. Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill. It is the permittee's responsibility to request inspection.

	All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along curbs or in entrance areas or other paved areas within the right-of-way shall not be acceptable.
	All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to the Department specifications and shall be constructed in accordance with current Department Standard Drawings.
	Other drainage requirements pertaining to this permit are as follows:
	<p>PAVING</p> <p>No asphalt mixtures shall be placed within the right of way between November 30 and April 1, without the express consent of the Department. No asphalt mixtures shall be placed on any wet surface. No asphalt mixtures shall be placed when weather conditions otherwise prevent the proper handling or finishing of asphalt mixtures. No asphalt mixtures shall be placed when the ambient air and existing surface temperatures on the project are less than those specified below.</p> <p style="text-align: center;"><i>Minimum Ambient Air Temperature and Minimum Temperature of the Existing Surface for Placing Asphalt Mixtures</i></p> <p style="text-align: center;"> Open-Graded Friction Course (OGFC).....60 °F SMA Base and Surface.....50 °F Asphalt Mixture, Surface (PG76-22).....45 °F Asphalt Mixture, No. 4 Surface.....50 °F Asphalt Mixture, Surface (one inch thick or less).....45 °F Leveling and Wedging and Scratch Course.....45 °F Asphalt Mixture, Surface (thicker than one inch).....40 °F Asphalt Mixture for Pavement Wedge.....40 °F Asphalt Mixture, Base and Binder.....35 °F Asphalt-Treated Drainage Blanket.....35 °F </p>
	<p>Paving within the right of way shall be as follows:</p> <p>Base (Type): <u>Compacted DGA</u> , (Thickness) <u>8 inches</u></p> <p>Surface Base (Type) <u>Class I Base</u> , (Thickness) <u>3 inches</u></p> <p>Finished Surface (Type) <u>Class I Surface</u> , (Thickness) <u>1 1/2 inches</u></p> <p>If needed, existing pavement and shoulder material shall be removed to accommodate the above paving specifications.</p>
	The finished surface of all new pavement within the right of way shall be true to type, cross-section, alignment, and grade as constructed or reconstructed. The finished surface shall be uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department.
	All materials and methods of construction, including base and subgrade preparation, shall be in accordance with the Standard Specifications.

	At least <u>48 hours</u> notice to the Department is required prior to beginning paving operations.
	Name: <u>Robert Baker</u> Email: <u>RobertA.Baker@ky.gov</u>
	To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
	Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with the Standard Specifications, shall be applied between new and existing pavements
	Other paving requirements pertaining to this permit are as follows:
	SIDEWALK SPECIFICATIONS
	Pedestrian facilities shall meet American with Disabilities Act accessibility requirements to the maximum extent feasible.
	New Sidewalks
	Sidewalks shall be <u>5 ft</u> feet in width. Typical Department practice is minimum 5' width.
	Sidewalks shall be constructed of Class A concrete. Sidewalk shall be 4" in thickness, except across entrances. Sidewalks thickness across entrances shall be 8" of concrete on 4" of compacted DGA.
	Sidewalks shall have tooled joints not less than 1 inch in depth at intervals equal or less than the width of the sidewalk being constructed.
	Install 1/2" premolded expansion joint material to the full depth of sidewalk where new sidewalk abuts any rigid structure, such as curbs, columns, buildings, or existing sidewalk.
	All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	Existing Sidewalks
	If existing sidewalks are being relocated, the use of the sidewalk shall not be blocked or obstructed, and a reasonably safe and accessible walkway shall be maintained across the construction area at all times.
	All damaged sections of the sidewalks shall be entirely replaced to match existing sections.
	Other Sidewalk Specifications
	Other sidewalk specifications pertaining to this permit are as follows:
	CURBING
	Bituminous Curbs
	Bituminous concrete curbs shall be given an asphalt paint coat after construction.
	The surface under the bituminous concrete curb shall be tacked at a rate to achieve an undiluted asphalt residue of 0.4 pounds (0.5 gallons) per square yard. Allow the tack to cure before covering it.
	All bituminous curbs shall be constructed of a PG 64-22 asphalt mix, as specified by the Standard Specifications.
	For curbs of constant width, extrude the asphalt sections. In areas inaccessible to the extrusion equipment or off variable widths, hand-placing is allowed. The hand-placed mixture shall be compacted and finished to a dense, uniform section comparable to that of machine-placed mixture.

	Concrete Curbs
	All curbs or curb and gutter shall be constructed of Class A concrete and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with the Standard Specifications.
	All concrete curbs shall be 6 inches in width, extend ____ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 0.5 inch radii.
	The last <u>3</u> feet of all concrete curbs are to be tapered down to finished grade.
	Other Curbing Requirements
	Other curbing requirements pertaining to this permit are as follows:
TRAFFIC	
	Any contractor performing work within the vicinity of Department roadway lighting or traffic signal facilities, must request locates from the District Traffic section at least <u>1 week</u> in advance on starting work in the right-of-way.
	The permittee must maintain all Department roadway signage that is impacted by the permitted work. In the event that any signs have to be moved to accommodate the scope of the permit, it is the permittee's responsibility to mark the sign's location before removal and install the original or new sign per Department standards for sign installation. All Department roadway signs must be restored to original condition before the permit will be released.
	Any thermoplastic and striping damaged during the encroachment must be restored in a timely manner per Department standards. Stop bars, arrows, and crosswalks must be thermoplastic material, paint is not acceptable. This work must be performed by a pre-qualified contractor.
	Excavating near a signal, lighting pole, or anchoring facility must be done so that it does not impact the structural integrity of the pole. Any work that requires a temporary support or anchoring must receive prior approval.
	If the scope of the permit involves a signal build or rebuild, it is the permittee's responsibility to apply for power service and pay the monthly bill until the electrical device is formally accepted by the Department. It is the permittee's responsibility to request electrical inspection from the District Traffic section. If the signal modifications require timing or phasing changes, this must be requested at least two weeks in advance of the signal's turn-on date. The Department will not take ownership of permitted signals until the electrical inspection is formally accepted and approved.
	Work which impacts traffic loops requires 48-hour notice to the District Traffic section at <u>246-2355</u> . Accidental damage of a traffic loop must be reported immediately to the District emergency line at <u>246-2355</u> . Any disturbed traffic loops must be replaced in a timely manner. Traffic loops out of operation for more than five working days will subject the permittee to the cancellation of the permit. Loop repair must be performed by a pre-qualified contractor.
	Other traffic requirements pertaining to this permit are as follows:

MISCELLANEOUS

Miscellaneous requirements pertaining to this permit are as follows:

NOTICE TO PERMITTEE

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. THE PERMITTEE SHALL MEET ALL DEPARTMENT POLICIES, STANDARD DRAWINGS, AND STANDARD SPECIFICATIONS. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
07-03042.00		Fayette		1818701D	4003031
PROJECT DESCRIPTION					
Shared use path from the existing trail in Liberty Park to the sidewalk on the east side of Liberty Rd.					
<input checked="" type="checkbox"/> No Additional Right of Way Required					
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)					
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)					
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)					
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		0		EXCEPTION (S) Parcel #	
Number of Parcels That Have Been Acquired				ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Signed Deed		0			
Condemnation		0			
Signed ROE		0			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
Project is located within existing LUFCEG property located at 2515 and 2789 Liberty Road. No RW acquisition is required.					
LPA RW Project Manager				Right of Way Supervisor	
Printed Name		Thomas Clements, PE		Printed Name	
Signature		<i>Thomas Clements</i>		Signature	
Date		7/15/24		Date	
Right of Way Director				FHWA	
Printed Name				Printed Name	
Signature				Signature	
Date				Date	
				No Signature Required as per FHWA-KYTC Current Stewardship Agreement	