



CALL NO. 204

CONTRACT ID. 124018

VARIOUS COUNTIES

FED/STATE PROJECT NUMBER 121GR12T007-HSIP

DESCRIPTION RUMBLE STRIP RETRO-FIT

WORK TYPE RUMBLE STRIPS & PAVEMENT STRIPING

PRIMARY COMPLETION DATE 6/30/2013

LETTING DATE: July 13, 2012

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 13, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

DBE CERTIFICATION REQUIRED - 8%

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

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PART I

SCOPE OF WORK

CONTRACT ID - 124018

ADMINISTRATIVE DISTRICT - 02

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - VARIOUS
121GR12T007-HSIP

RUMBLE STRIP RETRO-FIT

COUNTY - BALLARD
HSIP 9010 (064)

PES - 0100400511201

FORT JEFFERSON HILL ROAD (US 51) FROM CARLISLE COUNTY LINE (MP 0.000) EXTENDING NORTH TO 350 FEET NORTH OF BEECH GROVE (MP 3.060), A DISTANCE OF 3.06 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 36°56'25" LONGITUDE 89°05'05"

AVERAGE DAILY TRAFFIC - 3495 AVERAGE MAINLINE WIDTH - 22.0 FEET

COUNTY - LIVINGSTON
HSIP 9010 (064)

PES - 0107004531201

DOVER ROAD (KY 453) FROM LYON COUNTY LINE (MP 0.000) EXTENDING NORTH TO 0.268 MILES NORTH OF RAILROAD BRIDGE (MP 2.350), A DISTANCE OF 2.35 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 37°00'08" LONGITUDE 88°14'20"

AVERAGE DAILY TRAFFIC - 3135 AVERAGE MAINLINE WIDTH - 22.0 FEET

COUNTY - LYON
HSIP 9010 (064)

PES - 0107200621201

LAKE CITY-EDDYVILLE ROAD (US 62) FROM LIVINGSTON COUNTY LINE (MP 0.000) EXTENDING EAST TO CALDWELL COUNTY LINE (MP 14.180), A DISTANCE OF 14.18 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 37°04'35" LONGITUDE 88°07'02"

AVERAGE DAILY TRAFFIC - 17897 AVERAGE MAINLINE WIDTH - 22.0 FEET

COUNTY - MARSHALL
HSIP 9010 (064)

PES - 0107900681201

SHADY GROVE-DRAFFENVILLE ROAD (US 68) FROM MCCracken COUNTY LINE (MP 0.000) EXTENDING EAST TO 800 FEET EAST OF US 641 (MP 9.300), A DISTANCE OF 9.30 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 36°58'21" LONGITUDE 88°24'24"

AVERAGE DAILY TRAFFIC - 17897 AVERAGE MAINLINE WIDTH - 22.0 FEET

COUNTY - CHRISTIAN
HSIP 9010 (064)

PES - 0202400681201

CADIZ-RUSSELLVILLE ROAD (US 68) FROM US 68B (MP 14.120) EXTENDING EAST TO 0.252 MILES WEST OF KY 1716 (MP 15.400), A DISTANCE OF 1.28 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 36°51'17" LONGITUDE 87°24'49"

AVERAGE DAILY TRAFFIC - 5212 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - CHRISTIAN
HSIP 9010 (064)

PES - 02024041A1201

FORT CAMPBELL BOULEVARD (US 41A) FROM 0.112 MILES NORTH OF KY 911 (MP 1.850) EXTENDING NORTH TO I-24 (MP 4.200), A DISTANCE OF 2.35 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 36°41'01" LONGITUDE 87°26'55"

AVERAGE DAILY TRAFFIC - 29144 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - CHRISTIAN
HSIP 9010 (064)

PES - 02024068B1201

DR. MARTIN LUTHER KING JR. WAY (US 68B) FROM US 41A (MP 7.060) EXTENDING EAST TO US 68 (MP 11.030), A DISTANCE OF 3.97 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 36°50'06" LONGITUDE 87°26'43"

AVERAGE DAILY TRAFFIC - 14776 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - DAVIESS
HSIP 9010 (064)

PES - 0203000601201

WENDELL FORD EXPRESSWAY (US 60) FROM 0.173 MILES EAST OF HORSE FORK CREEK BRIDGE (MP 16.000) EXTENDING EAST TO LAGOON LANE OVERPASS (MP 19.950), A DISTANCE OF 3.95 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 37°44'51" LONGITUDE 87°04'17"

AVERAGE DAILY TRAFFIC - 30907 AVERAGE MAINLINE WIDTH - 24.0 FEET

CONTRACT ID - 124018 (CONTINUED)

COUNTY - HENDERSON HSIP 9010 (064) SOUTH GREEN STREET (US 60) FROM UNION COUNTY LINE (MP 0.000) EXTENDING EAST TO KY 425 (MP 8.710), A DISTANCE OF 8.71 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^45'24" LONGITUDE 87^41'58" AVERAGE DAILY TRAFFIC - 7986	PES - 0205100601201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - HENDERSON HSIP 9010 (064) HENDERSON BYPASS (KY 425) FROM US 60 (MP 0.000) EXTENDING EAST TO EDWARD T. BREATHITT PARKWAY OVERPASS (MP 5.520), A DISTANCE OF 5.52 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^47'10" LONGITUDE 87^36'15" AVERAGE DAILY TRAFFIC - 8983	PES - 0205104251201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - HENDERSON HSIP 9010 (064) EDWARD T. BREATHITT PARKWAY (EB 9004) FROM KY 416 (MP 68.360) EXTENDING EAST TO 0.543 MILES EAST OF KY 2675 (MP 70.220), A DISTANCE OF 1.86 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^42'16" LONGITUDE 87^30'56" AVERAGE DAILY TRAFFIC - 12304	PES - 0205190041201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - HOPKINS HSIP 9010 (064) WENDELL H. FORD WESTERN KENTUCKY PARKWAY (WK 9001) FROM 0.058 MILES WEST OF DRAKES CREEK BRIDGE (MP 40.200) EXTENDING EAST TO 0.407 MILES WEST OF POND RIVER RELIEF BRID (MP 42.400), A DISTANCE OF 2.20 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^13'11" LONGITUDE 87^23'26" AVERAGE DAILY TRAFFIC - 13273	PES - 0205490011201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - MCLEAN HSIP 9010 (064) ADAMS AVENUE (US 431) FROM MUHLENBERG COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 250 (MP 9.850), A DISTANCE OF 9.85 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^28'48" LONGITUDE 87^08'13" AVERAGE DAILY TRAFFIC - 6495	PES - 0207504311201 AVERAGE MAINLINE WIDTH - 22.0 FEET
COUNTY - MUHLENBERG HSIP 9010 (064) PHILLIP STONE WAY (US 431) FROM 0.172 MILES NORTH OF BROAD STREET (MP 11.780) EXTENDING NORTH TO 0.148 MILES SOUTH OF LADSHAW ROAD (MP 25.250), A DISTANCE OF 13.47 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^16'46" LONGITUDE 87^08'34" AVERAGE DAILY TRAFFIC - 8294	PES - 0208904311201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - MUHLENBERG HSIP 9010 (064) WENDELL H. FORD WESTERN KENTUCKY PARKWAY (WK 9001) FROM 0.972 MILES EAST OF KY 2692 (MP 45.950) EXTENDING EAST OF 0.616 EAST OF GREEN RIVER HAUL ROAD (MP 59.800), A DISTANCE OF 13.85 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^16'46" LONGITUDE 87^08'34" AVERAGE DAILY TRAFFIC - 13300	PES - 0208990011201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - OHIO HSIP 9010 (064) WILLIAM H. NATCHER PARKWAY (WN 9007) FROM BUTLER COUNTY LINE (MP 37.143) EXTENDING NORTH TO 0.016 MILES NORTH OF MAPLES DRIVE OVERPAS (MP 47.600), A DISTANCE OF 10.46 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^21'34" LONGITUDE 86^47'32" AVERAGE DAILY TRAFFIC - 8898	PES - 0209290071201 AVERAGE MAINLINE WIDTH - 24.0 FEET
COUNTY - UNION HSIP 9010 (064) MORGANFIELD BYPASS (US 60B) FROM KY 3393 (MP 0.000) EXTENDING EAST TO US 60 (MP 2.920), A DISTANCE OF 2.92 MILES. RUMBLE STRIPS & PAVEMENT STRIPING. GEOGRAPHIC COORDINATES LATITUDE 37^40'31" LONGITUDE 87^54'05" AVERAGE DAILY TRAFFIC - 3050	PES - 02113060B1201 AVERAGE MAINLINE WIDTH - 24.0 FEET

CONTRACT ID - 124018 (CONTINUED)

COUNTY - UNION PES - 0211333931201
HSIP 9010 (064)
STATE HIGHWAY 3393 (KY 3393) FROM US 60 (MP 0.000) EXTENDING NORTH TO KY 56 (MP 1.410), A
DISTANCE OF 1.41 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^40'48" LONGITUDE 87^56'07"
AVERAGE DAILY TRAFFIC - 1412 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - ALLEN PES - 0300202311201
HSIP 9010 (064)
VETERANS MEMORIAL HIGHWAY (US 231) FROM 0.371 MILES NORTH OF KY 3241 (MP 0.600) EXTENDING
NORTH TO WARREN COUNTY LINE (MP 8.569), A DISTANCE OF 7.97 MILES. RUMBLE STRIPS &
PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^47'10" LONGITUDE 86^17'02"
AVERAGE DAILY TRAFFIC - 7535 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - ALLEN PES - 03002031E1201
HSIP 9010 (064)
NEW GALLATIN ROAD (US 31E) FROM TENNESSEE STATE LINE (MP 0.000) EXTENDING NORTH TO 0.129
MILES NORTH OF OLIVER STREET (MP 7.750), A DISTANCE OF 7.75 MILES. RUMBLE STRIPS &
PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^41'52" LONGITUDE 86^15'06"
AVERAGE DAILY TRAFFIC - 7314 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - BARREN PES - 0300500681201
HSIP 9010 (064)
VETERANS OUTER LOOP (US 68) FROM US 68X (MP 10.050) EXTENDING EAST TO BEAVER CREEK BRIDGE
(MP 13.030), A DISTANCE OF 2.98 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^01'35" LONGITUDE 85^55'57"
AVERAGE DAILY TRAFFIC - 8287 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - BARREN PES - 0300500901201
HSIP 9010 (064)
HAPPY VALLEY ROAD (KY 90) FROM ESTES ROAD (MP 1.360) EXTENDING EAST TO US 68 (MP 8.590),
A DISTANCE OF 7.22 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^04'18" LONGITUDE 85^57'48"
AVERAGE DAILY TRAFFIC - 9362 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - EDMONSON PES - 0303101011201
HSIP 9010 (064)
VETERANS MEMORIAL HIGHWAY (KY 101) FROM WARREN COUNTY LINE (MP 0.000) EXTENDING NORTH TO
KY 259 (MP 4.075), A DISTANCE OF 4.08 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^04'50" LONGITUDE 86^14'03"
AVERAGE DAILY TRAFFIC - 5437 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - EDMONSON PES - 0303102591201
HSIP 9010 (064)
VETERANS MEMORIAL HIGHWAY (KY 259) FROM KY 101 (MP 8.840) EXTENDING NORTH TO 0.105 MILES
SOUTH OF PARK PLACE STREET (MP 11.190), A DISTANCE OF 2.35 MILES. RUMBLE STRIPS &
PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^10'12" LONGITUDE 86^13'54"
AVERAGE DAILY TRAFFIC - 6990 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - LOGAN PES - 0307100681201
HSIP 9010 (064)
HOPKINSVILLE-BOWLING GREEN ROAD (US 68) FROM TODD COUNTY LINE (MP 0.000) EXTENDING EAST
TO 0.473 MILES NORTH OF US 68X (MP 25.050), A DISTANCE OF 25.05 MILES. RUMBLE STRIPS &
PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^51'51" LONGITUDE 86^51'57"
AVERAGE DAILY TRAFFIC - 10386 AVERAGE MAINLINE WIDTH - 24.0 FEET

CONTRACT ID - 124018 (CONTINUED)

COUNTY - LOGAN PES - 0307100791201
HSIP 9010 (064)
CLARKSVILLE ROAD (US 79) FROM 0.085 MILES SOUTH OF DRY FORK BRIDGE (MP 5.850) EXTENDING NORTH TO 0.152 MILES NORTH OF JOE MONTGOMERY ROAD (MP 9.790), A DISTANCE OF 3.95 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^48'30" LONGITUDE 86^56'53"
AVERAGE DAILY TRAFFIC - 4467 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - LOGAN PES - 0307104311201
HSIP 9010 (064)
NASHVILLE ROAD (US 431) FROM TENNESSEE STATE LINE (MP 0.000) EXTENDING NORTH TO 0.447 MILES NORTH OF KY 3519 (MP 22.040), A DISTANCE OF 22.04 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^47'58" LONGITUDE 86^52'32"
AVERAGE DAILY TRAFFIC - 8943 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - TODD PES - 0311000411201
HSIP 9010 (064)
DIXIE BEELINE HIGHWAY (US 41) FROM 0.093 MILES NORTH OF KY 181 (MP 2.600) EXTENDING NORTH TO CHRISTIAN COUNTY LINE (MP 12.460), A DISTANCE OF 9.86 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^42'34" LONGITUDE 87^14'53"
AVERAGE DAILY TRAFFIC - 1874 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - TODD PES - 0311000681201
HSIP 9010 (064)
HOPKINSVILLE-RUSSELLVILLE ROAD (US 68) FROM CHRISTIAN COUNTY LINE (MP 0.000) EXTENDING EAST TO LOGAN COUNTY LINE (MP 14.420), A DISTANCE OF 14.42 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^49'16" LONGITUDE 87^10'38"
AVERAGE DAILY TRAFFIC - 6276 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - WARREN PES - 0311400681201
HSIP 9010 (064)
VETERANS MEMORIAL LANE (US 68) FROM WINDOEVER AVENUE (MP 6.801) EXTENDING EAST TO 0.223 MILES WEST OF MIZPAH ROAD (MP 16.600), A DISTANCE OF 9.80 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^00'04" LONGITUDE 86^29'14"
AVERAGE DAILY TRAFFIC - 25612 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - WARREN PES - 0311401011201
HSIP 9010 (064)
CHALYBEATE ROAD (KY 101) FROM US 31W (MP 11.640) EXTENDING NORTH TO EDMONSON COUNTY LINE (MP 12.850), A DISTANCE OF 1.21 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^05'36" LONGITUDE 86^14'01"
AVERAGE DAILY TRAFFIC - 5338 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - WARREN PES - 0311401851201
HSIP 9010 (064)
GORDAN AVENUE (KY 185) FROM 400 FEET NORTH OF BOAT LANDING ROAD (MP 1.070) EXTENDING NORTH TO PRUITT ROAD (MP 6.780), A DISTANCE OF 5.71 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 37^03'21" LONGITUDE 86^26'26"
AVERAGE DAILY TRAFFIC - 8987 AVERAGE MAINLINE WIDTH - 24.0 FEET

COUNTY - WARREN PES - 0311402311201
HSIP 9010 (064)
SCOTTSVILLE ROAD (US 231) FROM ALLEN COUNTY LINE (MP 0.000) EXTENDING NORTH TO MAGNUM ROAD (MP 6.770), A DISTANCE OF 6.77 MILES. RUMBLE STRIPS & PAVEMENT STRIPING.
GEOGRAPHIC COORDINATES LATITUDE 36^52'27" LONGITUDE 86^21'17"
AVERAGE DAILY TRAFFIC - 15194 AVERAGE MAINLINE WIDTH - 24.0 FEET

CONTRACT ID - 124018

(CONTINUED)

COUNTY - WARREN

PES - 03114031W1201

HSIP 9010 (064)

LOUISVILLE ROAD (US 31W) FROM 0.125 MILES SOUTH OF LOWE AVENUE (MP 14.900) EXTENDING
NORTH TO 0.077 MILES NORTH OF SMOKEY PIG ROAD (MP 16.300), A DISTANCE OF 1.40 MILES.
RUMBLE STRIPS & PAVEMENT STRIPING.

GEOGRAPHIC COORDINATES LATITUDE 37^00'29" LONGITUDE 86^25'03"

AVERAGE DAILY TRAFFIC - 17922

AVERAGE MAINLINE WIDTH - 24.0 FEET

COMPLETION DATE(S):

COMPLETION DATE - June 30, 2013

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/contract)

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

SPECIAL NOTE FOR PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

ACCESS TO RECORDS

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

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

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

10/18/2011

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

The Kentucky Department of Highways, 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.

FHWA 1273

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

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

UPON AWARD AND BEFORE A WORK ORDER WIL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE’s certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

Changes to DBE Participation Plans must be approved by the Cabinet. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with

the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

- 1 Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2 Whether the bidder provided solicitations through all reasonable and available means;
- 3 Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4 Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 5 Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
- 6 Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 7 Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any

rejection should be so noted in writing with a description as to why an agreement could not be reached;

8 Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;

9 Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;

10 Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and

11 Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

- 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 Kentucky Transportation Cabinet for work performed or materials furnished.

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to 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.

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 Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

09/14/11

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

SPECIAL NOTE FOR MILLED RUMBLE STRIPS

Centerline Rumble Strips (CLRS) Edgeline Rumble Strips (ELRS) Shoulder Rumble Strips (SRS)

Construct milled rumble strips as shown on the drawing. The locations listed and dimensions on the drawings are approximate only and may vary; the Engineer will determine the exact locations and dimensions at the time of construction. SRS are intended to be installed at the listed locations on shoulders four feet or greater; inside shoulder, outside shoulder, or both where milled shoulder rumbles are not currently present. Unless directed otherwise by the Engineer, DO NOT install rumble strips where the posted speed limit is 45 MPH or less. DO NOT install CENTERLINE rumble strips across Two-way left-turn lanes (TWLTL). Before sawing the rumble strips, obtain the Engineer's approval of the proposed location, alignment, and control guides. If necessary, the Engineer will obtain guidance from the District Traffic Engineer and/or the Division of Traffic. DO NOT install rumble strips where the posted speed limit is 45 MPH or less. Do not mill rumble strips across bridge decks. Sections of identified locations may be omitted at the Engineer's discretion or due to pavement distress. Clean rumble strip and roadway surface of grease, oil, mud, dust, dirt, grass, loose gravel, millings, or other deleterious material upon completion of milling operation. Use only Engineer approved cleaning methods.

Allow three (3) days from installation of rumble strip and retracing of existing stripe. Place striping over the centerline/edgeline rumble strips before nightfall on the 3rd day from when the rumble strips are cut. Clean rumble strip and roadway surface of grease, oil, mud, dust, dirt, grass, loose gravel, millings, or other deleterious material just prior to retracing the existing stripe. Use only Engineer approved cleaning methods.

Milled Centerline Rumble Strips will be measured as the net linear feet of centerline in the cardinal direction. Milled Edgeline and Shoulder Rumble Strips will be measured according to Section 403.04.07. The Department will measure permanent striping according to Section 713.04. The Department will not measure layout, surface preparation, or corrective work and will consider them incidental to installation of the sawed rumble strips and permanent striping.

COORDINATION OF WORK WITH OTHER CONTRACTS

Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts
01/02/2012

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current Standard Specifications and the Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

At the discretion of the Engineer, days and hours may be specified when lane closures will not be allowed. No lane closures will be allowed on the following dates:

Labor Day Weekend, September 1-3, 2012

Thanksgiving Day Weekend, November 22-25, 2012

Christmas Weekend, December 22-25, 2012

New Year's Weekend, December 29, 2012 – January 1, 2013

Memorial Day Weekend, May 25-27, 2013

Striping operations may not be permitted on any roadway during the peak times of the day, holiday periods, or special events as determined by the Engineer

At locations with three or more lanes, maintain one lane of traffic in each direction at all times during construction. On two-lane, two-way highways, the Contractor may maintain alternating one-way traffic during construction. The clear lane width shall be 10 Feet. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, the Contractor shall make provisions for the passage of the bus as quickly as possible. The Contractor shall make provisions to the satisfaction of the Engineer to periodically allow traffic to safely pass the train of vehicles in the sawing and striping operation.

LANE CLOSURES

Do not leave lane closures in place during non-working hours.

SIGNS

Contrary to section 112.04.02, only long term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

Individual construction signs will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Relocate and reset or cover existing permanent signs as required by the work. Obtain the Engineer's approval before removing or covering an existing sign. The Department will not measure relocating and resetting or covering existing permanent signs, but shall be incidental to Maintain and Control Traffic.

BARRICADES

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas will be bid as each according to Section 112.04.04.

COORDINATION OF WORK

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

PAVEMENT STRIPING

If the Contractor desires to deviate from the traffic control scheme outlined in the standard drawings, he shall prepare an alternate plan and present it in writing to the Engineer. This alternate plan can be used only after review and approval of the District and the Divisions of Traffic and Construction

The Contractor's vehicles shall always move with and not across or against the flow of traffic. These vehicles will not be permitted to make U-turns at any location. The striping will not be permitted to stop and back down the road or ramps to stripe gore lines and turn lanes. Vehicles shall enter or leave work areas in a manner that will not be hazardous to, or interfere with, normal traffic flow. Vehicle shall not park or stop except within designated work areas.

Personal vehicles will not be permitted to park within the right-of-way except in specific areas designated by the Engineer.

The paint supply truck shall not be allowed to operate as one of the traffic control vehicles shown on the standard drawings. If one of the required traffic control vehicles experiences mechanical problems or for some other reason is not available to remain in position as shown in the traffic control scheme, the striping operations shall cease until all required vehicles are in place.

PAVEMENT EDGE DROP-OFFS

A pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation shall not have an elevation difference greater than 1½". Warning signs (MUTCD W8-9 or W8-9A, or W8-11) shall be placed in advance of and at 1500 foot intervals throughout the drop-off area. Dual posting on both sides of the traveled way shall be required. All transverse transitions between newly surfaced pavement and the existing pavement areas that traffic may cross shall be wedged with asphalt mixture for leveling and wedging. Remove wedges prior to placement of the final surface course.

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

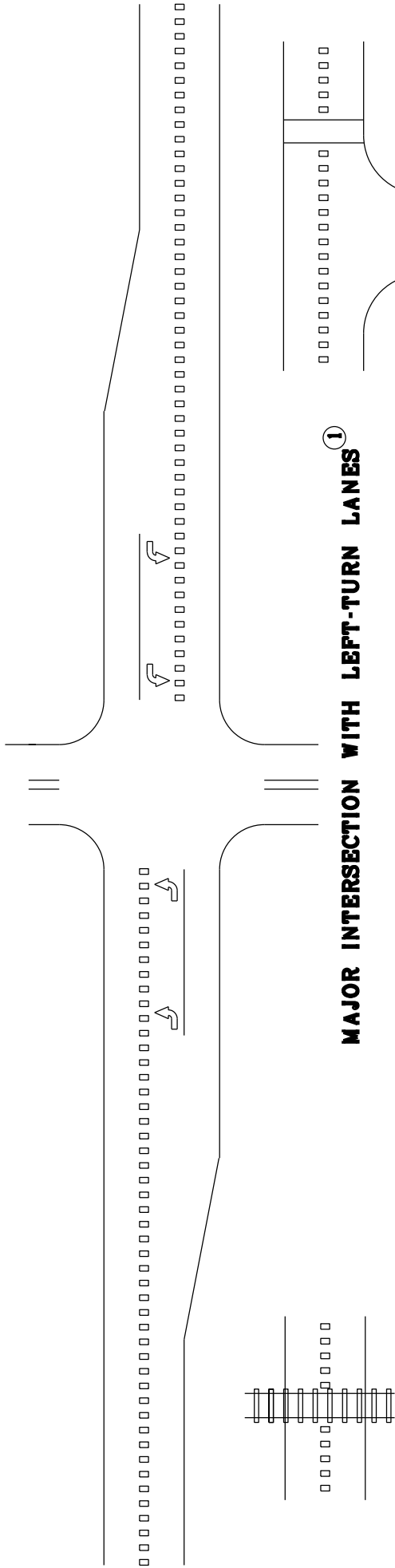
Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. Cones may be used in place of plastic drums, panels, and barricades during daylight working hours. Wedge with asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

SPECIAL NOTE FOR CENTERLINE RUMBLE STRIPES

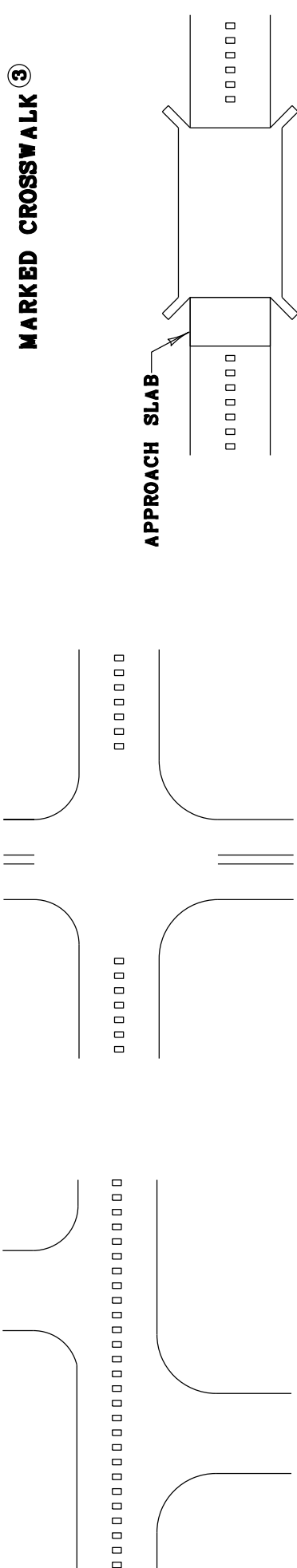
Construct Centerline Rumble Stripes at the locations listed on the Typical Sections. The milepoints listed are approximate only; the Engineer will determine exact milepoints at the time of construction. Contrary to Section 713, the existing striping pattern may change on the project. See attached drawings for Centerline Rumble Stripe Installation Details. Unless directed otherwise by the Engineer, DO NOT install Centerline Rumble Stripes where the posted speed limit is 45 MPH or less. If questions arise regarding changes in striping patterns or termini of the Centerline Rumble Stripes, obtain guidance from the District Traffic Engineer.

1-3883 Centerline Rumble Stripes
1/18/2012



MAJOR INTERSECTION WITH LEFT-TURN LANES ^①

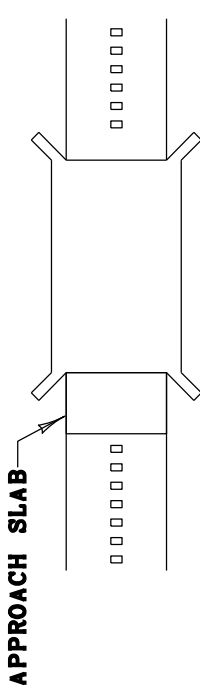
HIGHWAY-RAIL GRADE CROSSING ^②



DRIVEWAYS/MINOR COMMERCIAL ENTRANCES ^⑤

MAJOR INTERSECTION WITHOUT LEFT-TURN LANES ^①

MARKED CROSSWALK ^③



APPROACH SLAB ^①

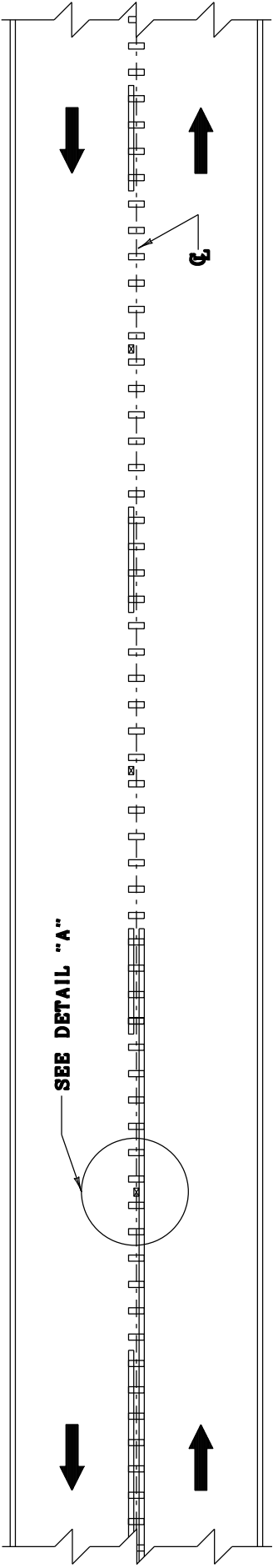
BRIDGE DECK/APPROACH SLAB ^④

GENERAL NOTES

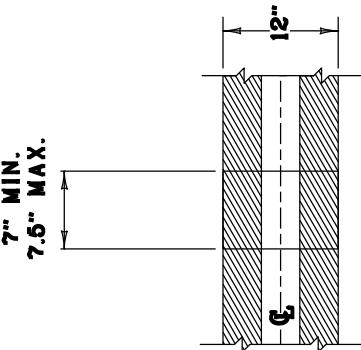
- ① CENTERLINE RUMBLE STRIPS SHALL BE OMITTED THROUGH MAJOR INTERSECTIONS WITH OR WITHOUT LEFT-TURN LANES. RUMBLE STRIPS SHALL BE OMITTED IN THE AREA WHERE CENTERLINE PAVEMENT MARKINGS HAVE BEEN OMITTED (NORMALLY WHERE SIDE STREET RADIUS INTERSECTS MAINLINE). RUMBLE STRIPS SHALL BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.
- ② CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED ACROSS HIGHWAY-RAIL GRADE CROSSINGS.
- ③ CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED THROUGH MARKED CROSSWALKS.
- ④ CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED ON BRIDGE DECKS OR APPROACH SLABS.
- ⑤ CENTERLINE RUMBLE STRIPS SHALL BE INSTALLED THROUGH DRIVEWAYS/MINOR COMMERCIAL ENTRANCES.

DRAWING NOT TO SCALE

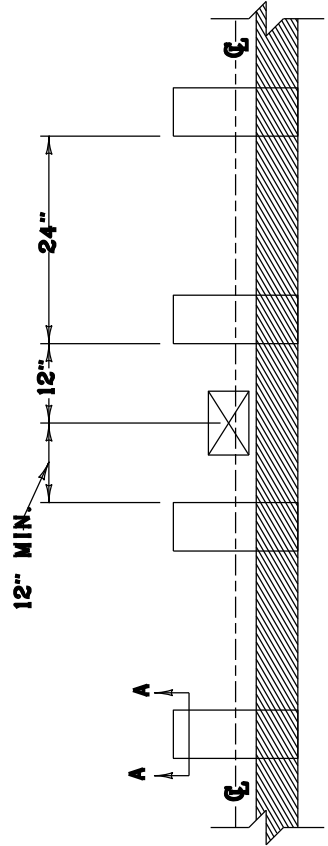
**CENTERLINE
RUMBLE STRIPS**



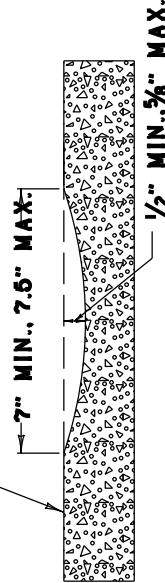
PLAN VIEW



DETAIL "A"



PAVEMENT SURFACE



SECTION A-A

RUMBLE STRIPE DETAIL

DRAWING NOT TO SCALE

GENERAL NOTES

- 1. DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE.
- 2. RUMBLE STRIPS SHALL BE INSTALLED IN LINE WITH THE CENTER OF THE ROADWAY AS MUCH AS POSSIBLE.
- 3. DISCONTINUE RUMBLE STRIPS AT LEAST 12" BEFORE AND AFTER THE CENTER OF EACH RAISED PAVEMENT MARKER. INSTALL AS MANY RUMBLE STRIPS AS POSSIBLE BETWEEN ADJACENT PAVEMENT MARKERS WHILE MAINTAINING THE 24" CYCLE.
- 4. DO NOT INSTALL CENTERLINE RUMBLE STRIPS IN AREAS INDICATED ON "CENTERLINE RUMBLE STRIPS" DRAWING.
- 5. RUMBLE STRIPS SHALL BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

CENTERLINE
RUMBLE STRIPES
4 INCH STRIPING

Right-of-Way Certification Form

Revised 2/22/11

☒ Federal Funded
☐ State Funded

☒ Original
☐ Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: 5/29/2012

Project Name: Rumble Retrofit Letting Date: July 2012
Project #: 8578701C County: Various (see attachment)
Item #: 99-911.01 Federal #: HSIP 9010 (064)

Description of Project: Installation of rumble strips on various routes (see attachment).

Projects that require **NO** new or additional right-of-way acquisitions and/or relocations

- ☒ The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals, families, and businesses ("relocatees") to be relocated, or improvements to be removed as a part of this project.

Projects that require new or additional right-of-way acquisitions and/or relocations

- ☐ Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)
- ☐ **Condition 1.** All necessary rights-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. Fair market value has been paid or deposited with the court.
- ☐ **Condition 2.** Although all necessary rights-of-way have 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. Trial or appeal of 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. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

Note 1: The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of **all** Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

Right-of-Way Certification Form

Revised 2/22/11

☐ **Condition 3.** The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value 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. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

Note 2: The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved:

Printed Name

Signature

Right-of-Way Supervisor

Approved:

Printed Name

Signature

KYTC, Director of ROW &Utilities

Approved:

Printed Name

Signature

FHWA, ROW Officer (when applicable)

Right-of-Way Certification Form

Revised 2/22/11

Date: 5/29/2012

Project Name: Rumble Retrofit
 Project #: 8578701C County: Various
 Item #: 99-911.01 Federal #: HSIP 9010 (064)
 Letting Date: July 2012

This project has 0 total number of parcels to be acquired, and 0 total number of individuals or families to be relocated, as well as 0 total number of businesses to be relocated.

0 Parcels where acquired by a signed fee simple deed and fair market value has been paid

0 Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court

0 Parcels have not been acquired at this time (*explain below for each parcel*)

0 Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)

0 Relocatees have not been relocated from parcels 0, 0, 0, 0, 0, 0, and 0 (*explain below for each parcel*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are 0 billboards and/or 0 cemeteries involved on this project.

There are 0 water or monitoring wells on parcels 0, 0, 0, 0, and 0. All have been acquired and are the responsibility of the project contractor to close/cap.

Form Effective Date: April 1, 2006
Last Revised: February 22, 2011

SPECIAL NOTES FOR UTILITY CLEARANCE **IMPACT ON CONSTRUCTION**

Statewide Rumble Strip Retro-fit

The Contractor is advised to contact the BUD one-call system; however, the Contractor should be aware that owners of underground facilities are not required to be members of the BUD 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. BUD NUMBER: (Call Before You Dig) Telephone Number: 811 or 1-800-752-6007

The Contractor may not enter these areas to perform any work without permission from the Cabinet's Resident Engineer. Permission to work in these areas shall not be granted unless the Contractor has submitted a detailed work plan outlining the following:

1. the type of work to be performed,
2. a schedule of the work,
3. a plan that shows how the Contractor will coordinate with utility companies and their contractors,
4. the methods the Contractor will adopt to protect existing utilities.

COORDINATION WITH UTILITY FACILITY OWNERS

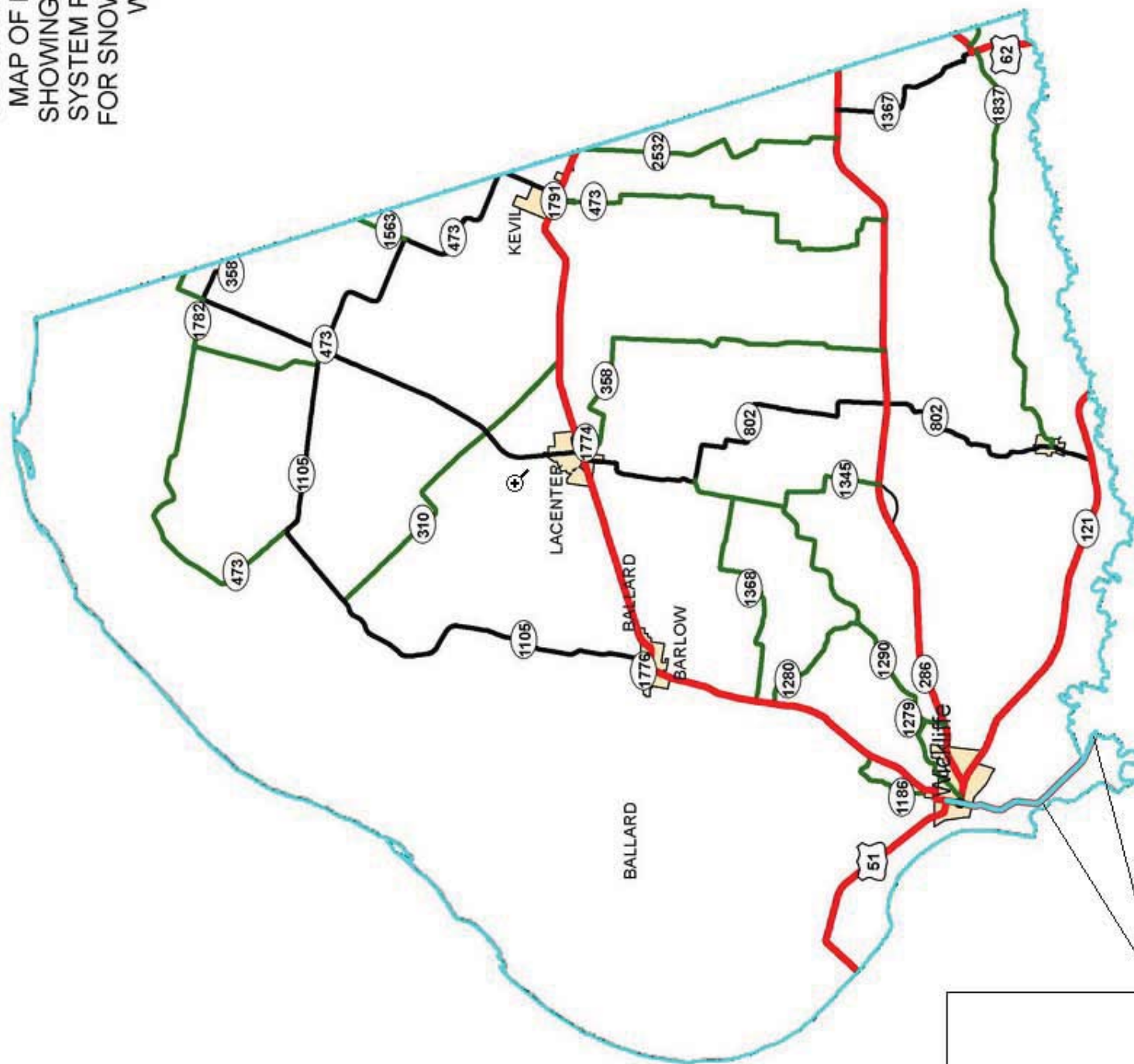
The Contractor will be responsible for contacting all utility facility owners on the subject project to have existing facilities located in the field. The Contractor will coordinate his activities with the utility facility owners to minimize and, where possible, avoid conflicts with utility facilities.

Where conflicts with utility facilities are unavoidable the Contractor will coordinate any necessary relocation work with the facility owner. **There will be no damages awarded for delays caused by necessary utility relocations and/or adjustments.**

PROTECTION OF UTILITY FACILITIES

The location of utility facilities shown on the plans may not be exact or complete. It will be the Contractor's responsibility to locate the utility facilities before excavation by calling the utility facility owner and/or the BUD one-call system. The Contractor shall determine the exact location and elevation of underground utility facilities by hand digging to expose utilities before beginning excavation in the area of underground utility facilities. The cost for repair and any other associated costs for any damage to utility facilities caused by the Contractor's operation will be borne by the Contractor. In instances where a utility impact is identified by these field measures, the Cabinet will determine a course of action. The Cabinet will assess the complexity of the conflict, and then determine if the utility may be avoided by minor redesign, or if the impacting scoped work must be removed. The Contractor accepts that minor redesign or scope revisions may occur if impacts are identified.

DEPARTMENT OF HIGHWAYS
MAP OF BALLARD COUNTY
SHOWING STATE MAINTAINED
SYSTEM PRIORITY NETWORK
FOR SNOW AND ICE REMOVAL
WINTER 2012



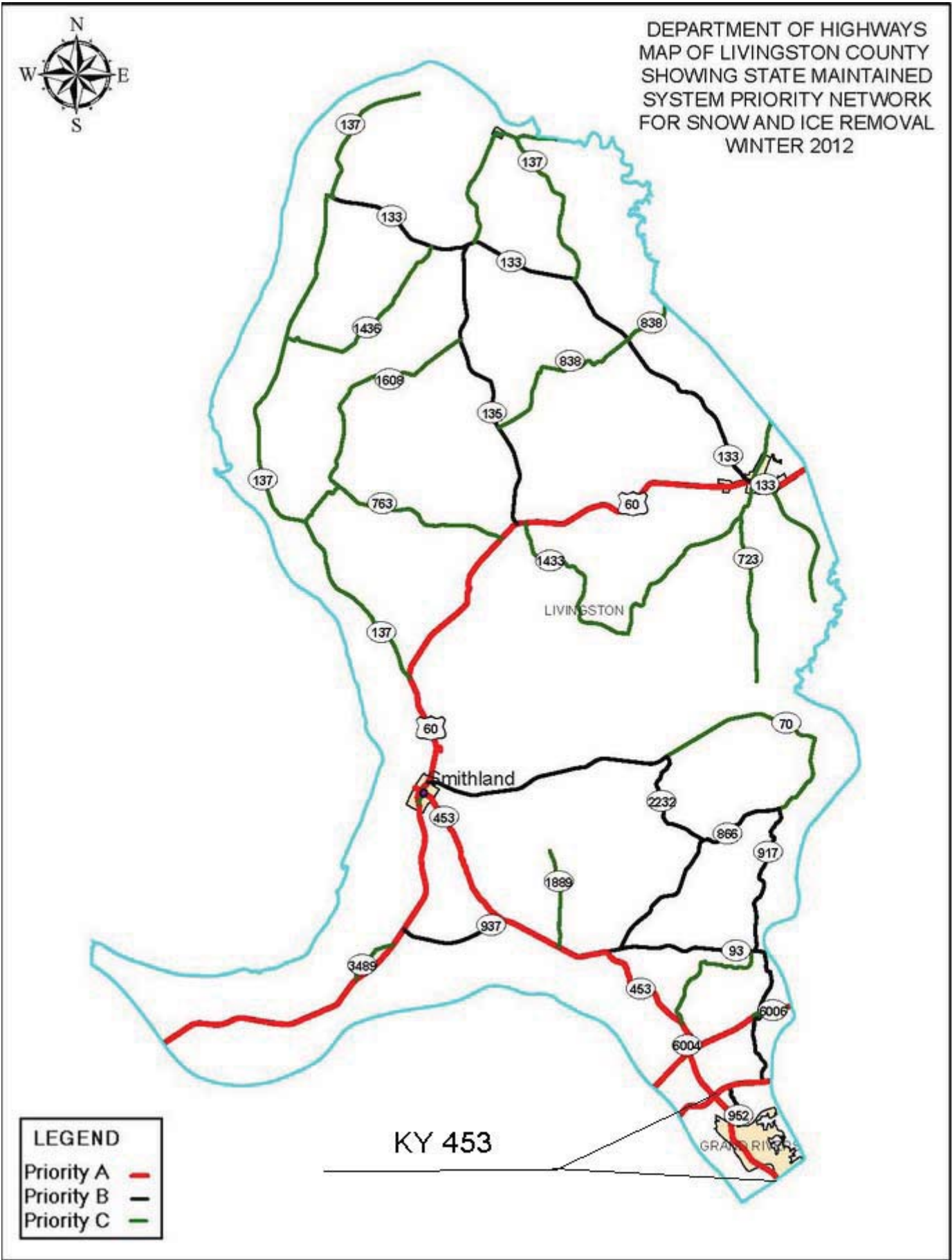
US 51

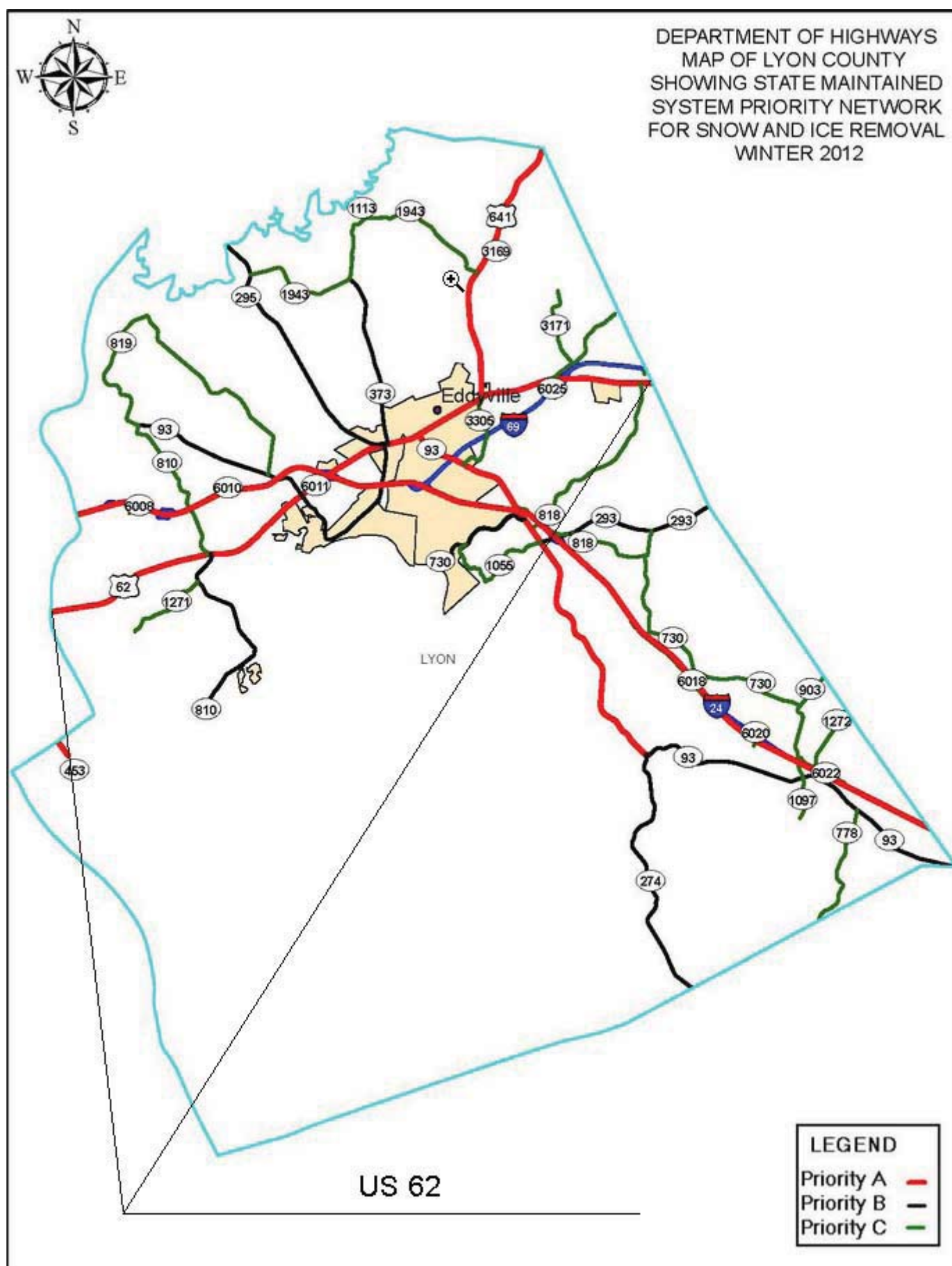
LEGEND

Priority A

Priority B

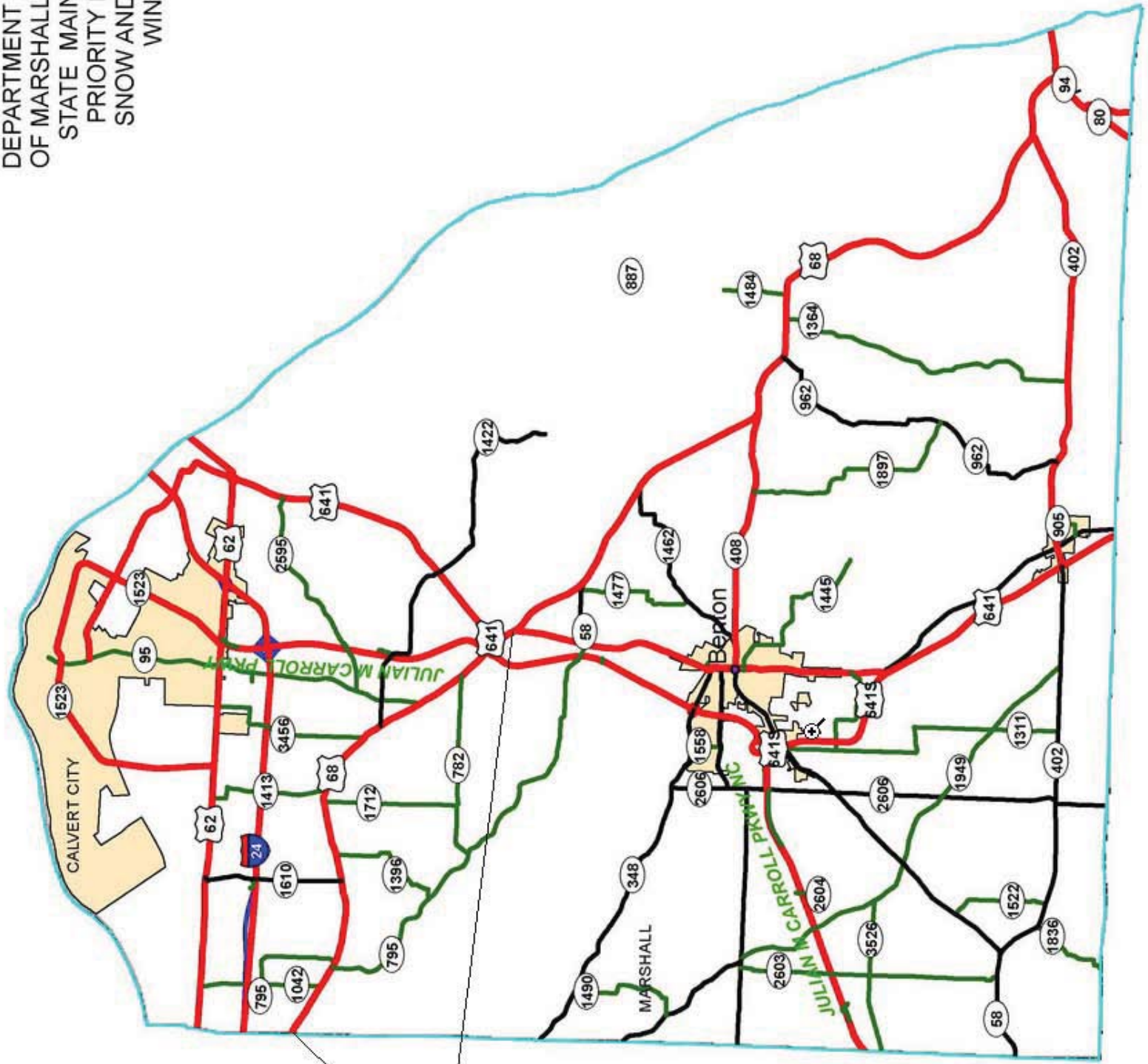
Priority C







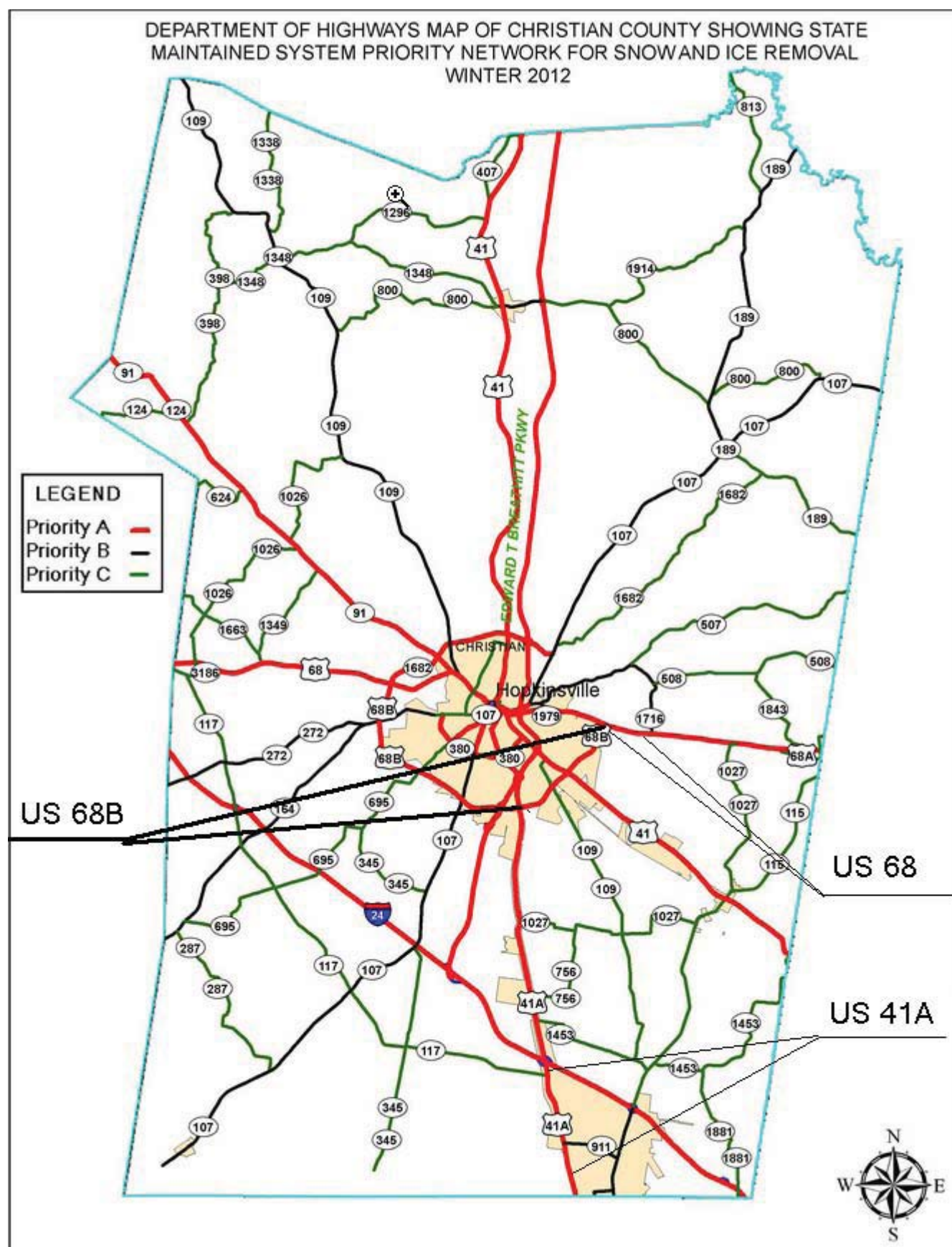
DEPARTMENT OF HIGHWAYS MAP
OF MARSHALL COUNTY SHOWING
STATE MAINTAINED SYSTEM
PRIORITY NETWORK FOR
SNOW AND ICE REMOVAL
WINTER 2012

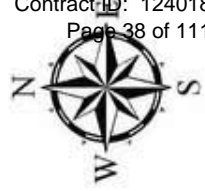


US 68

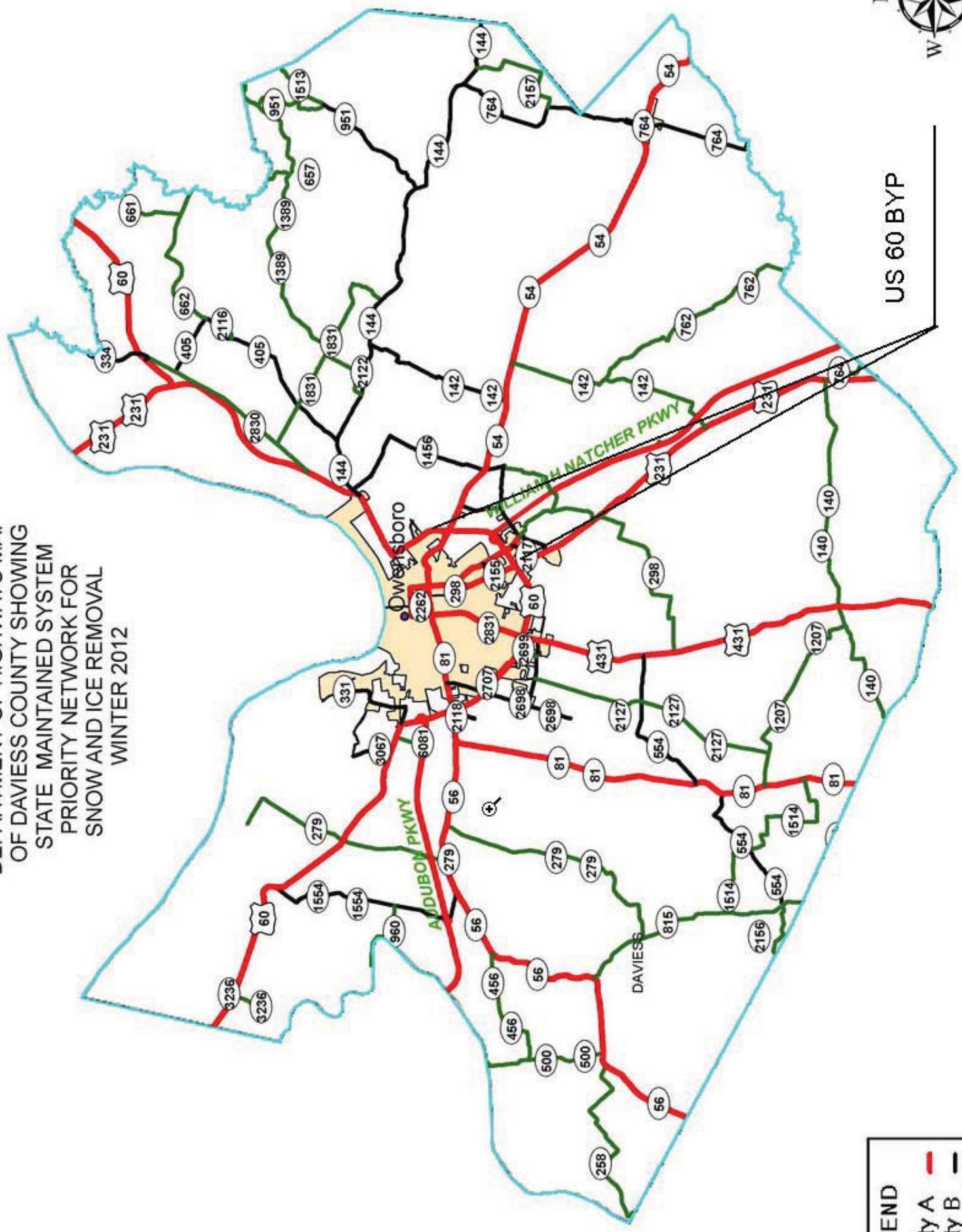
LEGEND

- Priority A
- Priority B
- Priority C





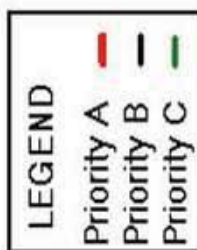
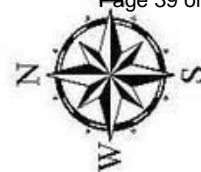
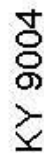
DEPARTMENT OF HIGHWAYS MAP
OF DAVIESS COUNTY SHOWING
STATE MAINTAINED SYSTEM
PRIORITY NETWORK FOR
SNOW AND ICE REMOVAL
WINTER 2012



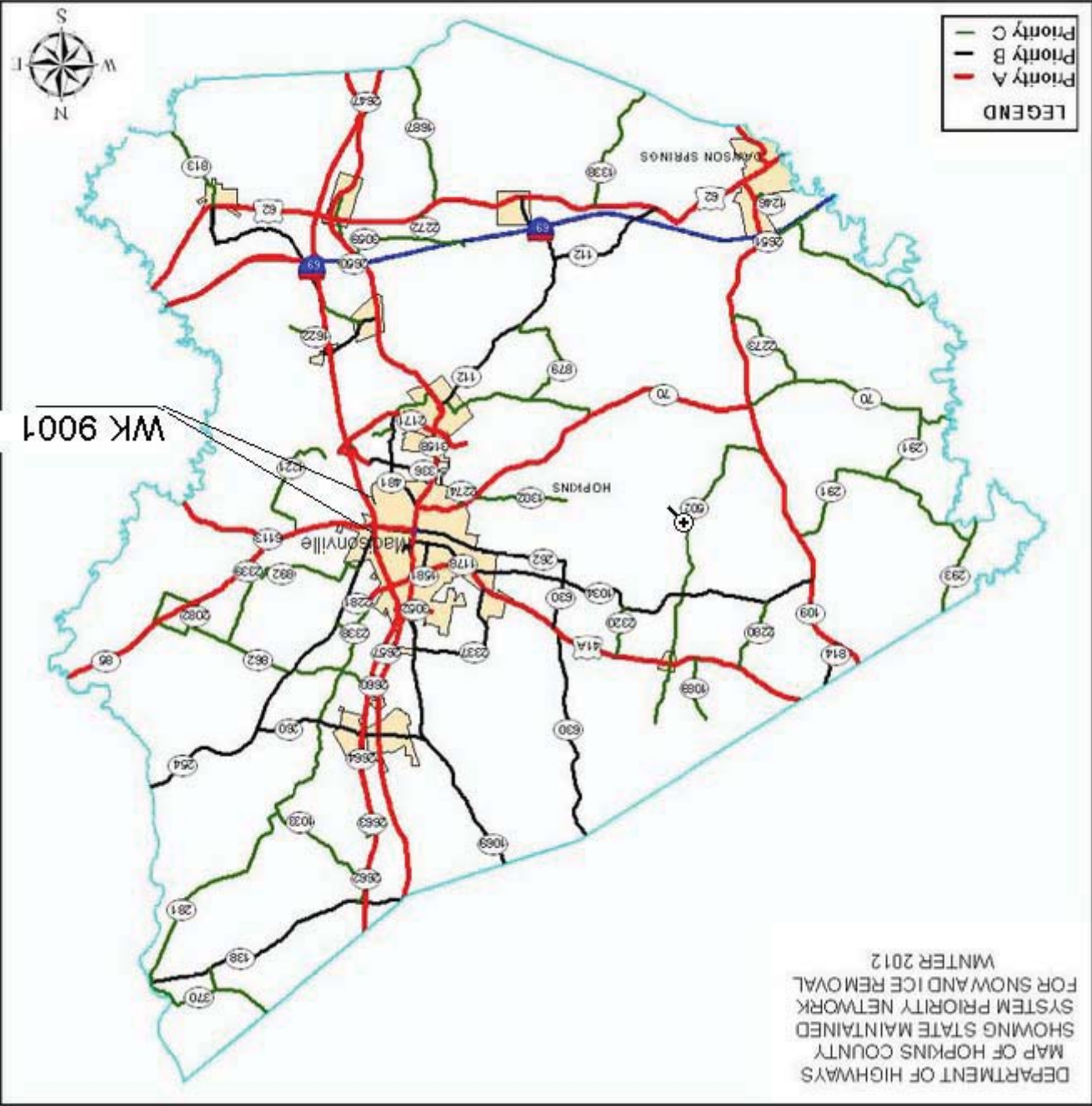
LEGEND

- Priority A
- Priority B
- Priority C

WINTER 2012



US 60



US 431



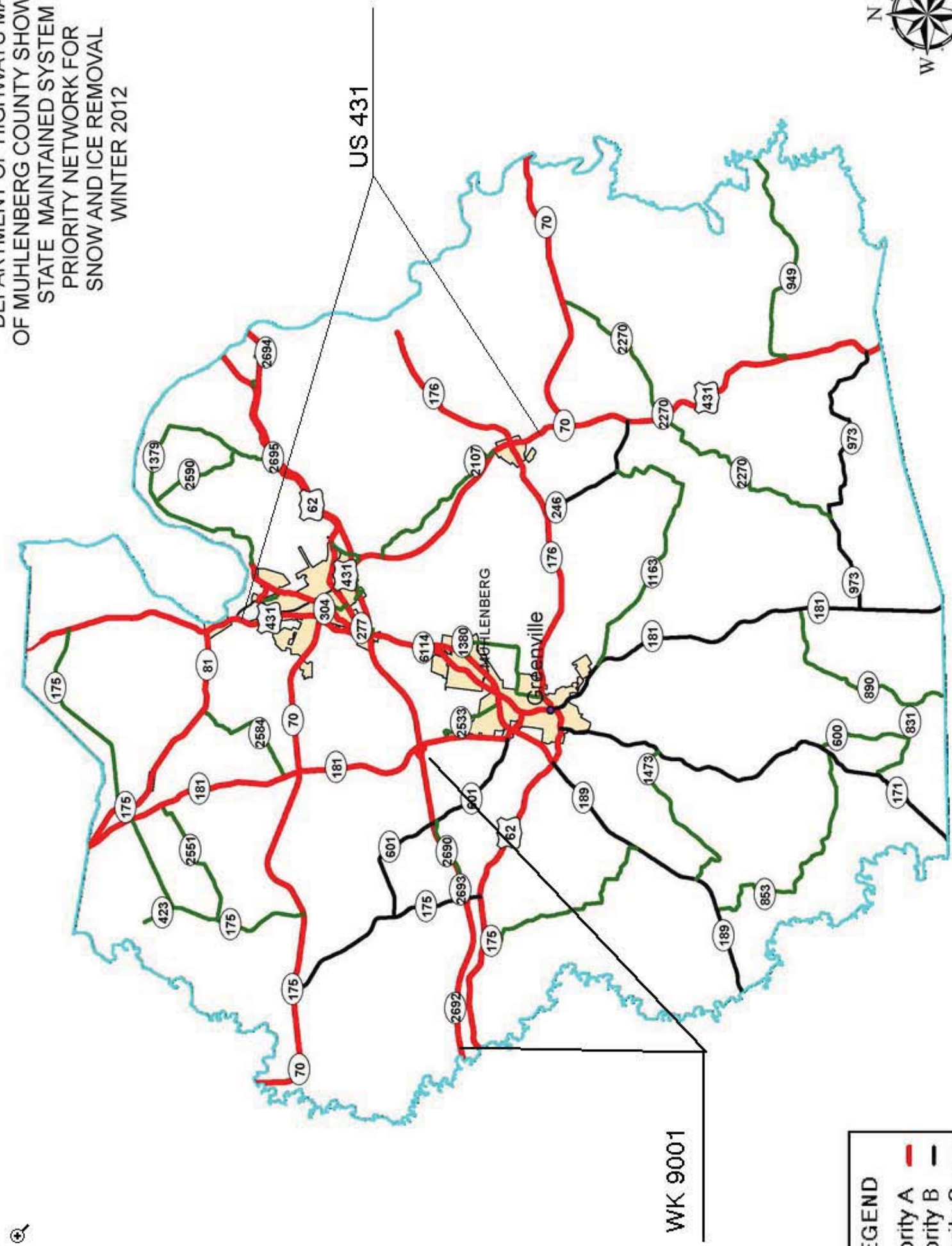
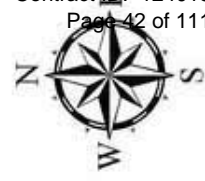
LEGEND

Priority A —

Priority B —

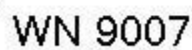
Priority C —

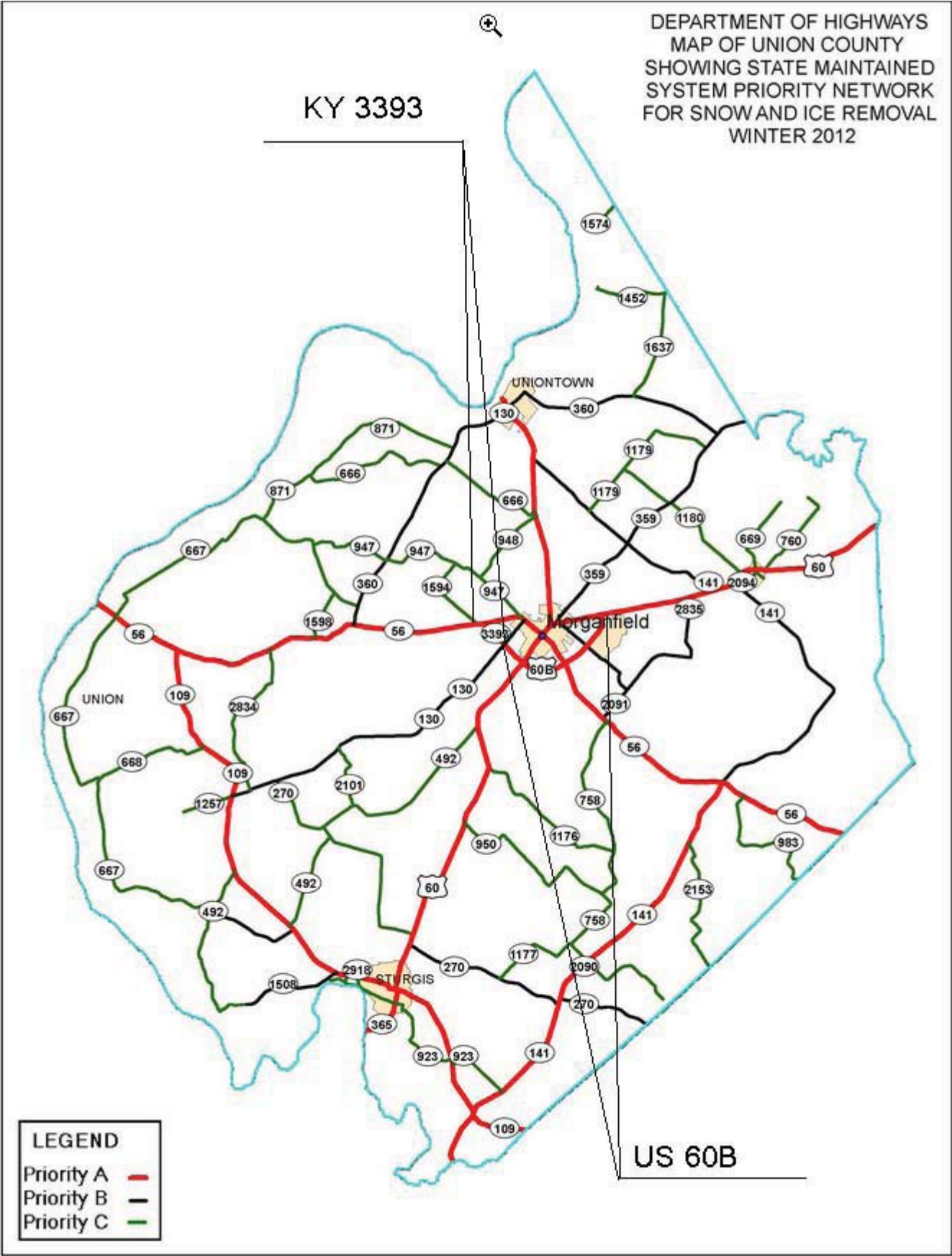
DEPARTMENT OF HIGHWAYS MAP
OF MUHLENBERG COUNTY SHOWING
STATE MAINTAINED SYSTEM
PRIORITY NETWORK FOR
SNOW AND ICE REMOVAL
WINTER 2012



LEGEND

- Priority A
- Priority B
- Priority C





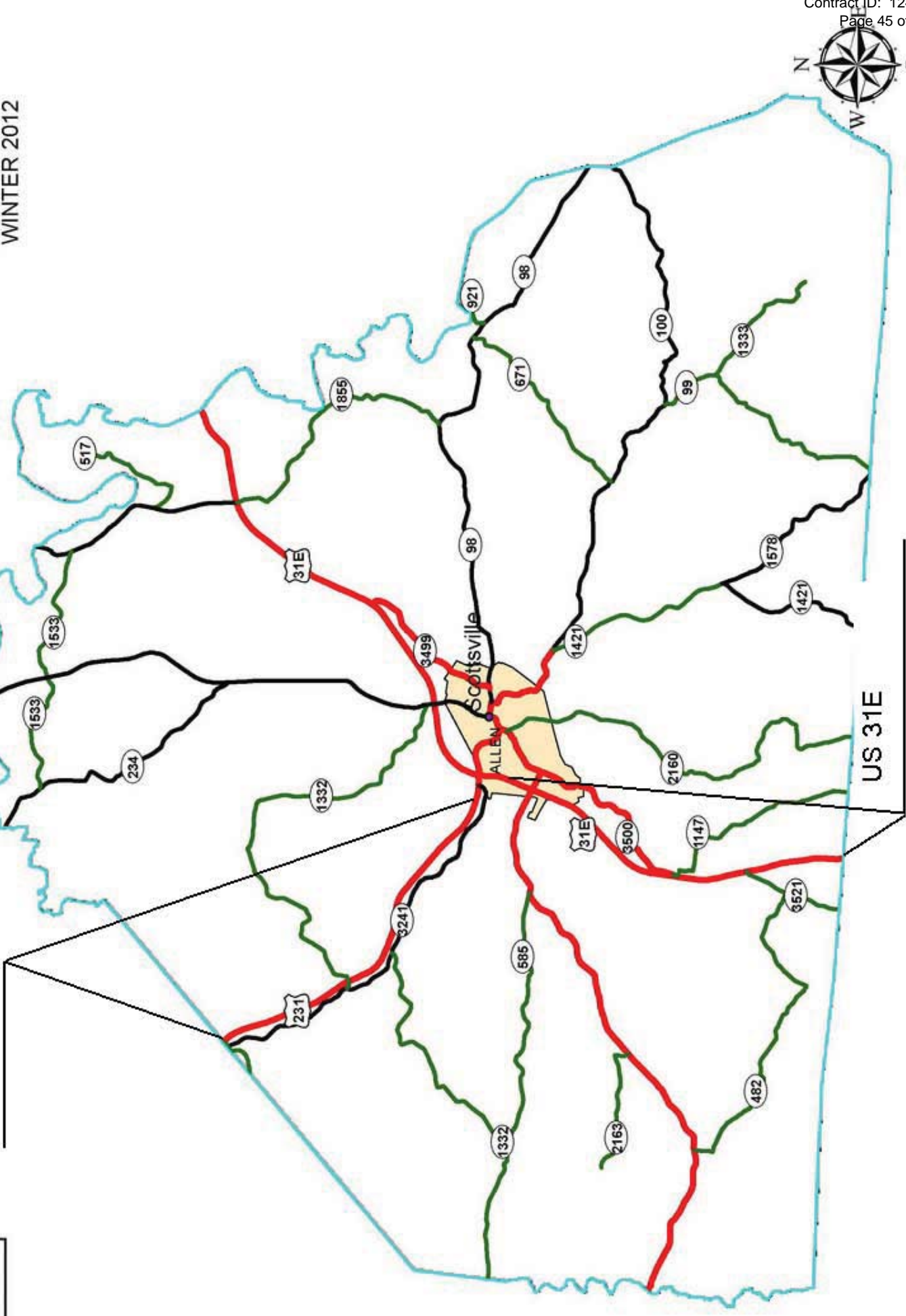
DEPARTMENT OF HIGHWAYS
MAP OF ALLEN COUNTY
SHOWING STATE MAINTAINED
SYSTEM PRIORITY NETWORK
FOR SNOW AND ICE REMOVAL
WINTER 2012

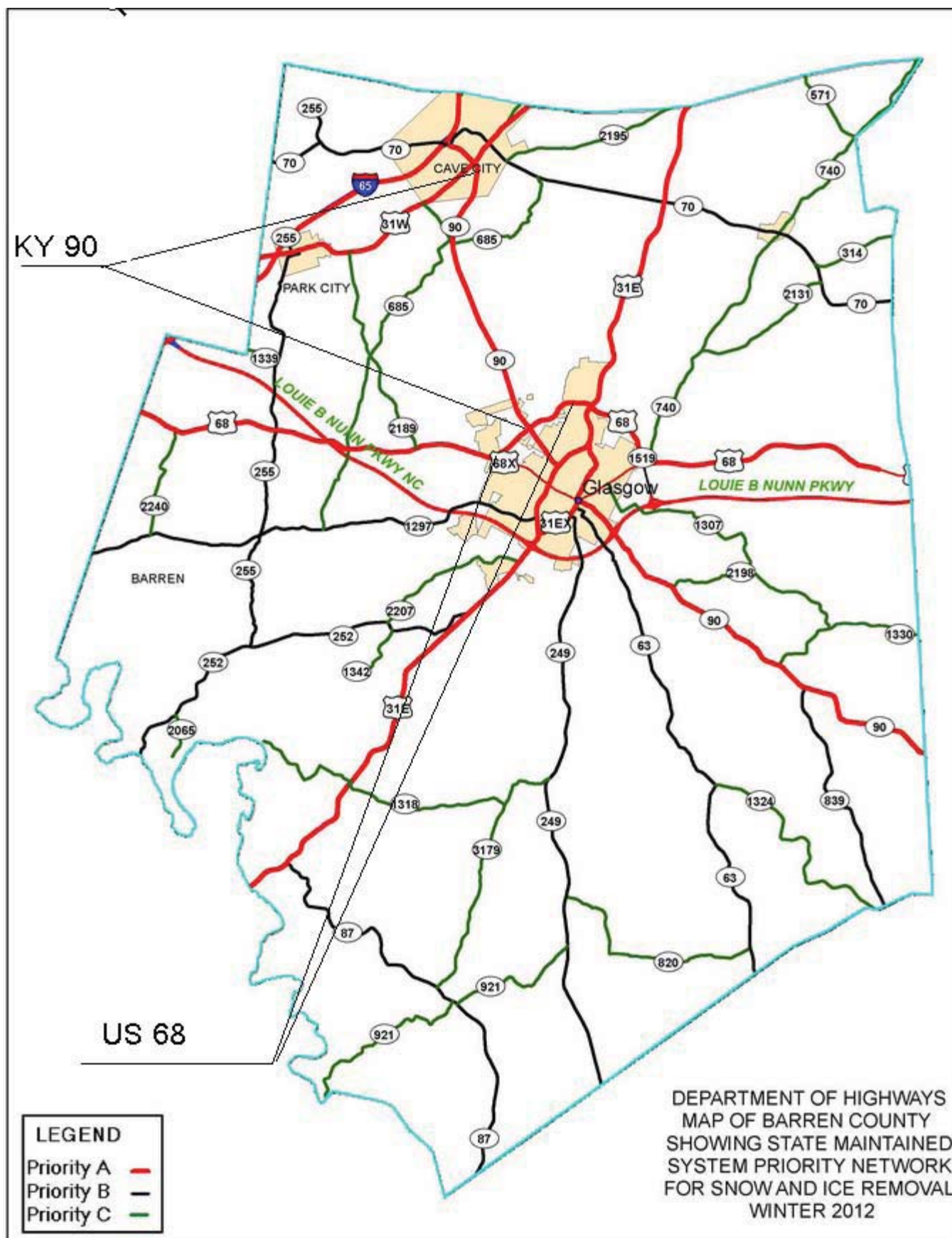
LEGEND

Priority A

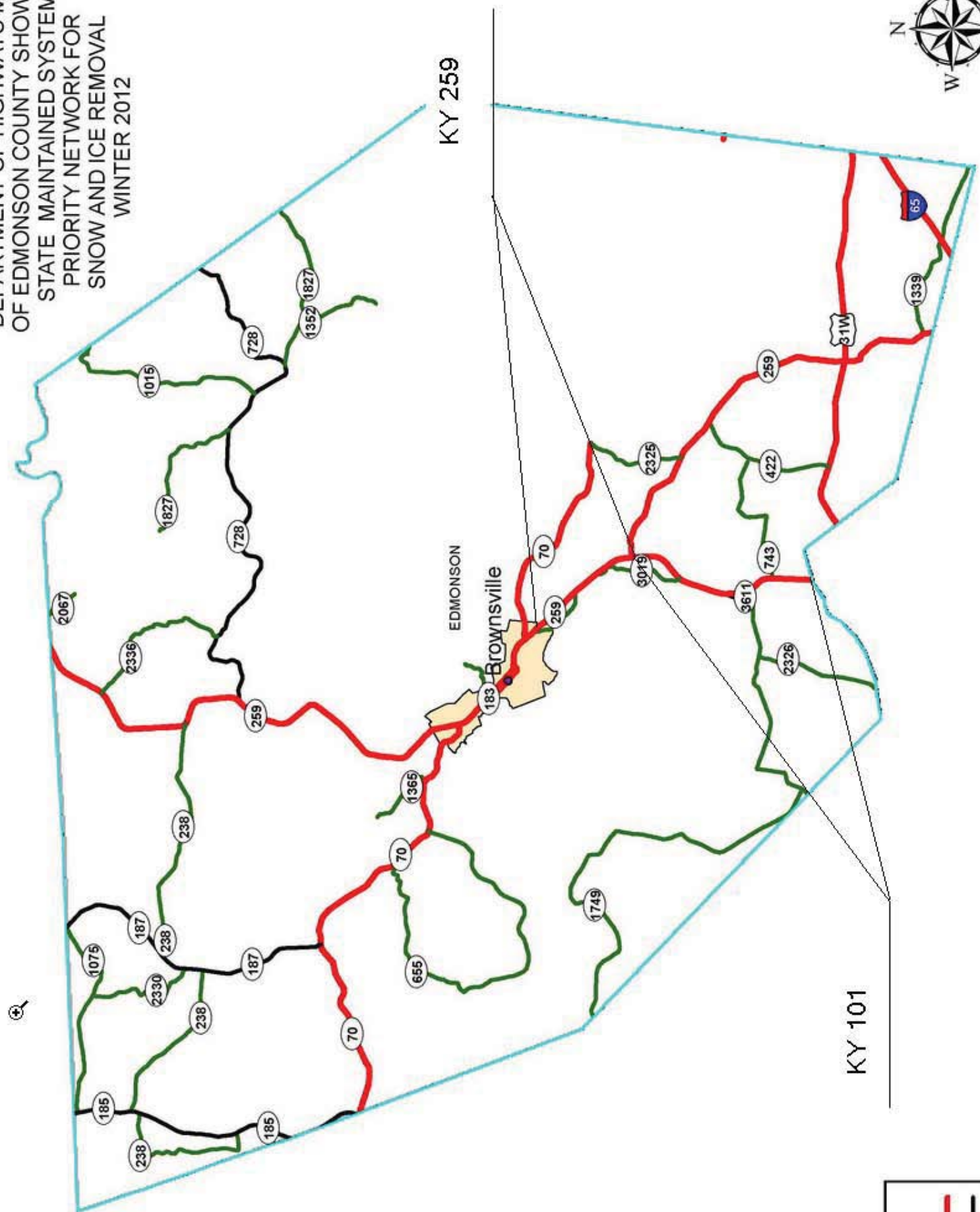
Priority B

Priority C



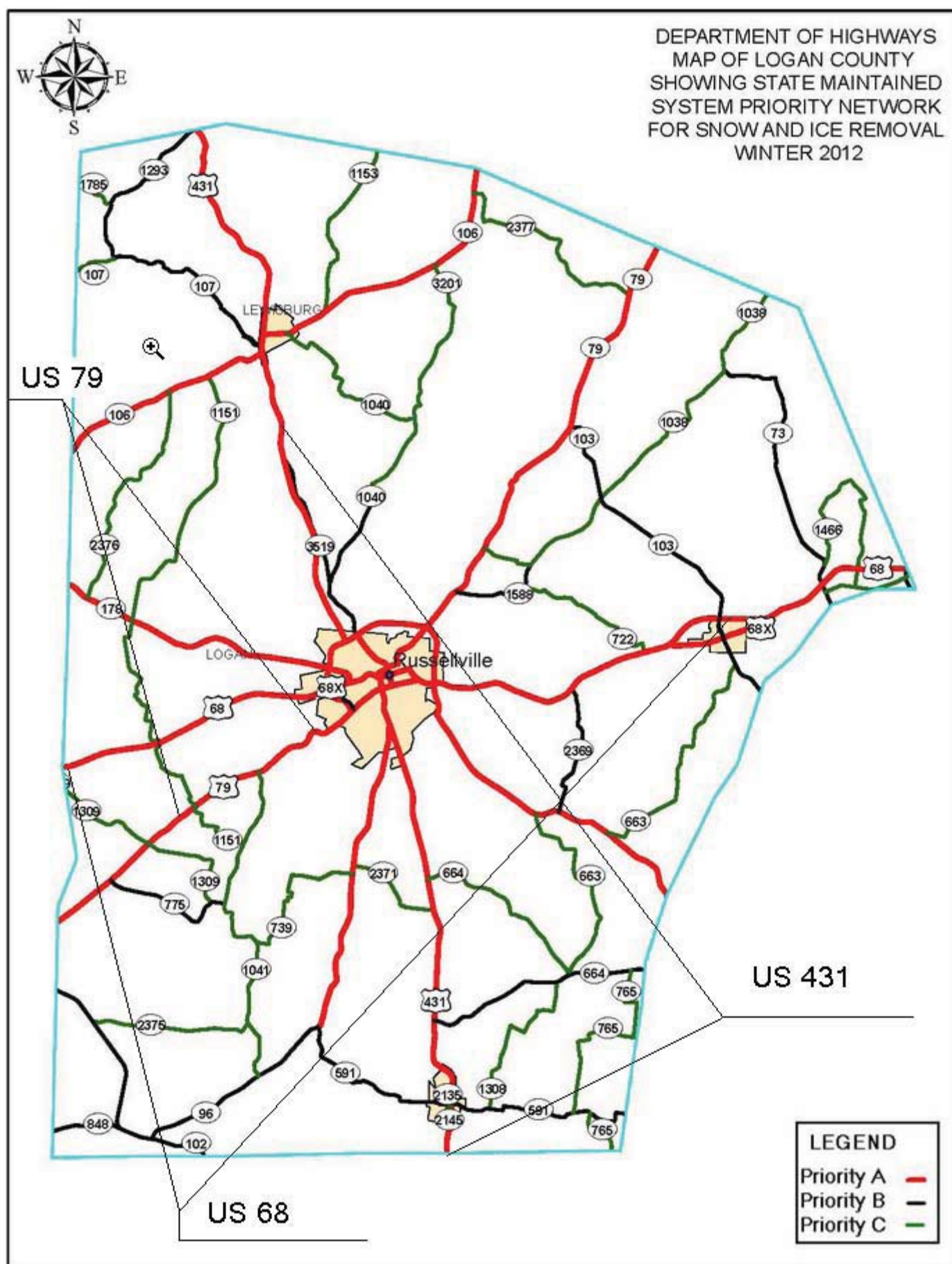


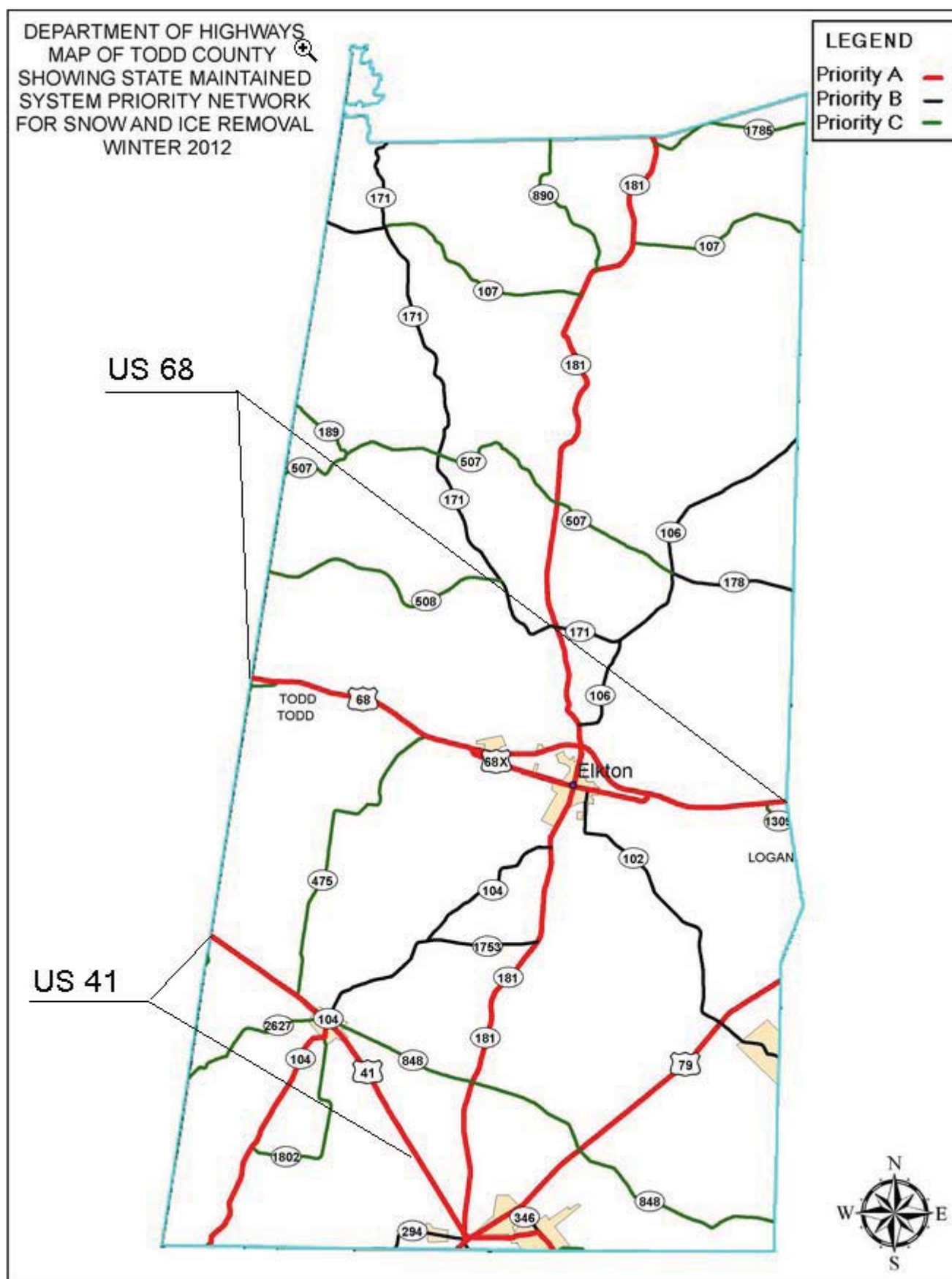
DEPARTMENT OF HIGHWAYS MAP
OF EDMONSON COUNTY SHOWING
STATE MAINTAINED SYSTEM
PRIORITY NETWORK FOR
SNOW AND ICE REMOVAL
WINTER 2012



LEGEND

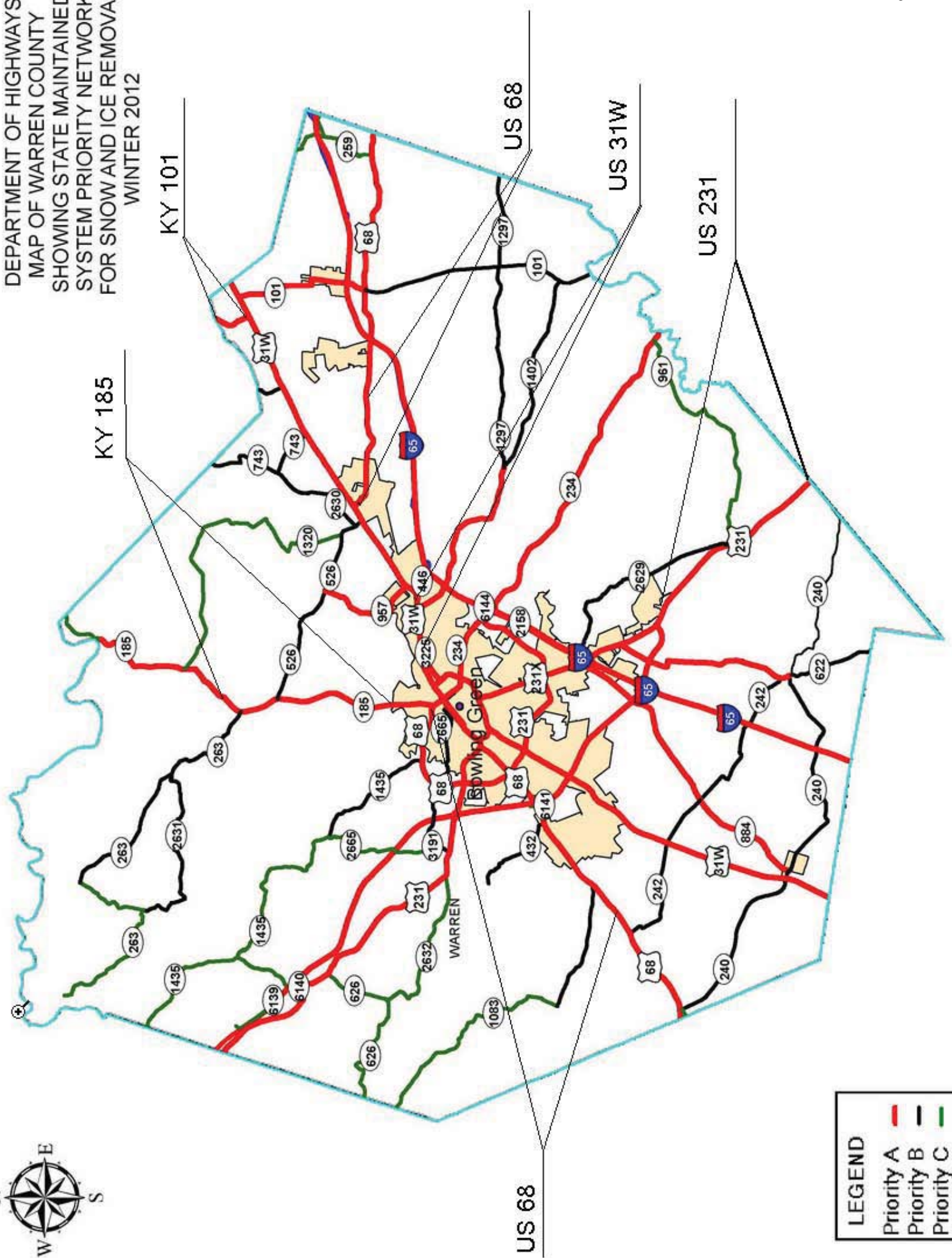
- Priority A
- Priority B
- Priority C







DEPARTMENT OF HIGHWAYS
MAP OF WARREN COUNTY
SHOWING STATE MAINTAINED
SYSTEM PRIORITY NETWORKS
FOR SNOW AND ICE REMOVAL
WINTER 2012



LEGEND

Priority A

Priority B

Priority C

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064) PES NO: 0100400511201
FORT JEFFERSON HILL ROAD (US 51) FROM CARLISLE COUNTY LINE (MP 0.000) EXTENDING
NORTH TO 350 FEET NORTH OF BEECH GROVE (MP 3.060), A DISTANCE OF 3.060000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC BALLARD US 51	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	27,422.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	16,130.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0107004531201
DOVER ROAD (KY 453) FROM LYON COUNTY LINE (MP 0.000) EXTENDING NORTH TO 0.268 MILES
NORTH OF RAILROAD BRIDGE (MP 2.350), A DISTANCE OF 2.350000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC LIVINGSTON KY 453	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	21,049.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	12,382.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0107200621201
LAKE CITY-EDDYVILLE ROAD (US 62) FROM LIVINGSTON COUNTY LINE (MP 0.000) EXTENDING
EAST TO CALDWELL COUNTY LINE (MP 14.180), A DISTANCE OF 14.180000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC LYON US 62	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	80,462.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	47,329.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0107900681201
SHADY GROVE-DRAFFENVILLE ROAD (US 68) FROM MCCrackEN COUNTY LINE (MP 0.000)
EXTENDING EAST TO 800 FEET EADY OF US 641 (MP 9.300), A DISTANCE OF 9.300000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC MARSHALL US 68	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	57,985.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	34,108.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064)

PES NO: 0202400681201

CADIZ-RUSSELLVILLE ROAD (US 68) FROM US 68B (MP 14.120) EXTENDING EAST TO 0.252
MILES WEST OF KY 1716 (MP 15.400), A DISTANCE OF 1.280000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC CHRISTIAN US 68	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	27,034.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 02024041A1201

FORT CAMPBELL BOULEVARD (US 41A) FROM 0.112 MILES NORTH OF KY 911 (MP 1.850)
EXTENDING NORTH TO I-24 (MP 4.200), A DISTANCE OF 2.350000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC CHRISTIAN US 41A	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	49,632.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 02024068B1201

DR. MARTIN LUTHER KING JR. WAY (US 68B) FROM US 41A (MP 7.060) EXTENDING EAST TO US
68 (MP 11.030), A DISTANCE OF 3.970000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC CHRISTIAN US 68B	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	83,762.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0203000601201

WENDELL FORD EXPRESSWAY (US 60) FROM 0.173 MILES EAST OF HORSE FORK CREEK BRIDGE (MP
16.000) EXTENDING EAST TO LAGOON LANE OVERPASS (MP 19.950), A DISTANCE OF 3.950000
MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC DAVIESS US 60	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	83,424.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064) PES NO: 0205100601201
SOUTH GREEN STREET (US 60) FROM UNION COUNTY LINE (MP 0.000) EXTENDING EAST TO KY
425 (MP 8.710), A DISTANCE OF 8.710000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC HENDERSON US 60	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	69,654.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	40,973.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0205104251201
HENDERSON BYPASS (KY 425) FROM US 60 (MP 0.000) EXTENDING EAST TO EDWARD T.
BREATHITT PARKWAY OVERPASS (MP 5.520), A DISTANCE OF 5.520000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC HENDERSON KY 425	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	58,312.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0205190041201
EDWARD T. BREATHITT PARKWAY (EB 9004) FROM KY 416 (MP 68.360) EXTENDING EAST TO 0.
543 MILES EAST OF KY 2675 (MP 70.220), A DISTANCE OF 1.860000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC HENDERSON EB 9004	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	39,304.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0205490011201
WENDELL H. FORD WESTERN KENTUCKY PARKWAY (WK 9001) FROM 0.058 MILES WEST OF DRAKES
CREEK BRIDGE (MP 40.200) EXTENDING EAST TO 0.407 MILES WEST OF POND RIVER RELIEF
BRID (MP 42.400), A DISTANCE OF 2.200000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC HOPKINS WK 9001	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	46,464.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064)

PES NO: 0207504311201

ADAMS AVENUE (US 431) FROM MUHLENBERG COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 250 (MP 9.850), A DISTANCE OF 9.850000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC MCLEAN US 431	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	46,863.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	27,567.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0208904311201

PHILLIP STONE WAY (US 431) FROM 0.172 MILES NORTH OF BROAD STREET (MP 11.780) EXTENDING NORTH TO 0.148 MILES SOUTH OF LADSHAW ROAD (MP 25.250), A DISTANCE OF 13.470000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC MUHLENBERG US 431	1.00	LS
0030	02775	ARROW PANEL	1.00	EACH
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	57,159.00	LF
0050	20458ES403	CENTERLINE RUMBLE STRIPS	33,623.00	LF
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0208990011201

WENDELL H. FORD WESTERN KENTUCKY PARKWAY (WK 9001) FROM 0.972 MILES EAST OF KY 2692 (MP 45.950) EXTENDING EAST OF 0.616 EAST OF GREEN RIVER HAUL ROAD (MP 59.800), A DISTANCE OF 13.850000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC MUHLENBERG WK 9001	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	292,512.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0209290071201

WILLIAM H. NATCHER PARKWAY (WN 9007) FROM BUTLER COUNTY LINE (MP 37.143) EXTENDING NORTH TO 0.016 MILES NORTH OF MAPLES DRIVE OVERPAS (MP 47.600), A DISTANCE OF 10.460000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC OHIO WN 9007	1.00	LS
0050	02696	SHOULDER RUMBLE STRIPS-SAWED	220,916.00	LF
0030	02775	ARROW PANEL	1.00	EACH
0060	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064)

PES NO: 02113060B1201

MORGANFIELD BYPASS (US 60B) FROM KY 3393 (MP 0.000) EXTENDING EAST TO US 60 (MP 2.920), A DISTANCE OF 2.920000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC UNION US 60B	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	30,782.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	26,165.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	15,391.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0211333931201

STATE HIGHWAY 3393 (KY 3393) FROM US 60 (MP 0.000) EXTENDING NORTH TO KY 56 (MP 1.410), A DISTANCE OF 1.410000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC UNION KY 3393	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	14,900.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	12,665.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	7,450.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0300202311201

VETERANS MEMORIAL HIGHWAY (US 231) FROM 0.371 MILES NORTH OF KY 3241 (MP 0.600) EXTENDING NORTH TO WARREN COUNTY LINE (MP 8.569), A DISTANCE OF 7.970000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC ALLEN US 231	1.00	LS
0060	02696	SHOULDER RUMBLE STRIPS-SAWED	168,305.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 03002031E1201

NEW GALLATIN ROAD (US 31E) FROM TENNESSEE STATE LINE (MP 0.000) EXTENDING NORTH TO 0.129 MILES NORTH OF OLIVER STREET (MP 7.750), A DISTANCE OF 7.750000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC ALLEN US 31E	1.00	LS
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	69,564.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	40,920.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064)

PES NO: 0300500681201

VETERANS OUTER LOOP (US 68) FROM US 68X (MP 10.050) EXTENDING EAST TO BEAVER CREEK BRIDGE (MP 13.030), A DISTANCE OF 2.980000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC BARREN US 68	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	62,874.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0300500901201

HAPPY VALLEY ROAD (KY 90) FROM ESTES ROAD (MP 1.360) EXTENDING EAST TO US 68 (MP 8.590), A DISTANCE OF 7.220000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC BARREN KY 90	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	76,285.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	64,843.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	38,143.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0303101011201

VETERANS MEMORIAL HIGHWAY (KY 101) FROM WARREN COUNTY LINE (MP 0.000) EXTENDING NORTH TO KY 259 (MP 4.075), A DISTANCE OF 4.080000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC EDMONSON KY 101	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	44,141.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	37,520.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	22,070.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0303102591201

VETERANS MEMORIAL HIGHWAY (KY 259) FROM KY 101 (MP 8.840) EXTENDING NORTH TO 0.105 MILES SOUTH OF PARK PLACE STREET (MP 11.190), A DISTANCE OF 2.350000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC EDMONSON KY 259	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	24,827.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	21,103.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	12,413.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064)

PES NO: 0307100681201

HOPKINSVILLE-BOWLING GREEN ROAD (US 68) FROM TODD COUNTY LINE (MP 0.000) EXTENDING EAST TO 0.473 MILES NORTH OF US 68X (MP 25.050), A DISTANCE OF 25.050000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC LOGAN US 68	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	304,128.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0307100791201

CLARKSVILLE ROAD (US 79) FROM 0.085 MILES SOUTH OF DRY FORK BRIDGE (MP 5.850) EXTENDING NORTH TO 0.152 MILES NORTH OF JOE MONTGOMERY ROAD (MP 9.790), A DISTANCE OF 3.950000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC LOGAN US 79	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	12,144.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	10,322.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	6,072.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0307104311201

NASHVILLE ROAD (US 431) FROM TENNESSEE STATE LINE (MP 0.000) EXTENDING NORTH TO 0.447 MILES NORTH OF KY 3519 (MP 22.040), A DISTANCE OF 22.040000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC LOGAN US 431	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	137,555.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	49,368.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	29,040.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 0311000411201

DIXIE BEELINE HIGHWAY (US 41) FROM 0.093 MILES NORTH OF KY 181 (MP 2.600) EXTENDING NORTH TO CHRISTIAN COUNTY LINE (MP 12.460), A DISTANCE OF 9.860000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC TODD US 41	1.00	LS
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	71,431.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	42,018.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064) PES NO: 0311000681201
HOPKINSVILLE-RUSSELLVILLE ROAD (US 68) FROM CHRISTIAN COUNTY LINE (MP 0.000)
EXTENDING EAST TO LOGAN COUNTY LINE (MP 14.420), A DISTANCE OF 14.420000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC TODD US 68	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	304,593.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0311400681201
VETERANS MEMORIAL LANE (US 68) FROM WINDOEVER AVENUE (MP 6.801) EXTENDING EAST TO 0.
223 MILES WEST OF MIZPAH ROAD (MP 16.600), A DISTANCE OF 9.800000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC WARREN US 68	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	71,407.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0311401011201
CHALYBEATE ROAD (KY 101) FROM US 31W (MP 11.640) EXTENDING NORTH TO EDMONSON COUNTY
LINE (MP 12.850), A DISTANCE OF 1.210000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC WARREN KY 101	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	12,767.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	10,852.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	6,384.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064) PES NO: 0311401851201
GORDAN AVENUE (KY 185) FROM 400 FEET NORTH OF BOAT LANDING ROAD (MP 1.070) EXTENDING
NORTH TO PRUITT ROAD (MP 6.780), A DISTANCE OF 5.710000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC WARREN KY 185	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	45,155.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0050	06514	PAVE STRIPING-PERM PAINT-4 IN	40,086.00	LF
0060	20458ES403	CENTERLINE RUMBLE STRIPS	23,580.00	LF
0070	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 124018

HSIP 9010 (064)

PES NO: 0311402311201

SCOTTSVILLE ROAD (US 231) FROM ALLEN COUNTY LINE (MP 0.000) EXTENDING NORTH TO
MAGNUM ROAD (MP 6.770), A DISTANCE OF 6.770000 MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC WARREN US 231	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	142,877.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

HSIP 9010 (064)

PES NO: 03114031W1201

LOUISVILLE ROAD (US 31W) FROM 0.125 MILES SOUTH OF LOWE AVENUE (MP 14.900) EXTENDING
NORTH TO 0.077 MILES NORTH OF SMOKEY PIG ROAD (MP 16.300), A DISTANCE OF 1.400000
MILES.

LINE NO	BID CODE	DESCRIPTION	QUANTITY	UNIT
0010	02562	SIGNS	180.00	SQFT
0020	02650	MAINTAIN & CONTROL TRAFFIC WARREN US 31W	1.00	LS
0030	02696	SHOULDER RUMBLE STRIPS-SAWED	29,568.00	LF
0040	02775	ARROW PANEL	1.00	EACH
0070	02569	DEMOBILIZATION	1.00	LS

District	County	Route	BMP	EMP	Length	Type
1	Ballard	US 51	0.00	3.06	3.06	CLRS
1	Livingston	KY 453	0.00	2.35	2.35	CLRS
1	Lyon	US 62	0.00	4.80	4.80	CLRS
1	Lyon	US 62	9.34	10.35	1.01	CLRS
1	Lyon	US 62	10.55	11.97	1.43	CLRS
1	Lyon	US 62	12.46	14.18	1.73	CLRS
1	Marshall	US 68	0.00	2.84	2.84	CLRS
1	Marshall	US 68	5.68	9.30	3.62	CLRS
2	Christian	US 41A	1.85	4.20	2.35	SRS
2	Christian	US 68	14.12	15.40	1.28	SRS
2	Christian	US 68B	7.06	11.03	3.97	SRS
2	Daviess	US 60 Bypass	16.00	19.95	3.95	SRS
2	Henderson	EB 9004	68.36	70.22	1.86	SRS
2	Henderson	KY 425	0.00	5.52	5.52	SRS
2	Henderson	US 60	0.00	2.70	2.70	CLRS
2	Henderson	US 60	3.65	8.71	5.06	CLRS
2	Hopkins	WK 9001	40.20	42.40	2.20	SRS
2	McLean	US 431	0.00	1.94	1.94	CLRS
2	McLean	US 431	6.57	9.85	3.28	CLRS
2	Muhlenberg	US 431	11.78	17.25	5.47	CLRS
2	Muhlenberg	US 431	24.35	25.25	0.90	CLRS
2	Muhlenberg	WK 9001	45.95	59.80	13.85	SRS
2	Ohio	WN 9007	37.14	47.60	10.46	SRS
2	Union	KY 3393	0.00	1.41	1.41	CLRS and SRS
2	Union	US 60B	0.00	2.92	2.92	CLRS and SRS
3	Allen	US 231	0.60	8.57	7.97	SRS
3	Allen	US 31E	0.00	7.75	7.75	CLRS
3	Barren	US 68	10.05	13.03	2.98	CLRS and SRS
3	Barren	KY 90	1.36	8.59	7.22	SRS
3	Edmonson	KY 101	0.00	4.08	4.08	CLRS and SRS
3	Edmonson	KY 259	8.84	11.19	2.35	CLRS and SRS
3	Logan	US 431	0.00	1.00	1.00	CLRS and SRS
3	Logan	US 431	2.80	7.30	4.50	CLRS
3	Logan	US 431	15.99	22.04	6.05	SRS
3	Logan	US 68	0.00	8.15	8.15	SRS
3	Logan	US 68	18.80	25.05	6.25	SRS
3	Logan	US 79	5.85	6.25	0.40	CLRS and SRS
3	Logan	US 79	9.04	9.79	0.75	CLRS and SRS
3	Todd	US 41	2.60	7.80	5.20	CLRS
3	Todd	US 41	9.70	12.46	2.76	CLRS
3	Todd	US 68	0.00	14.42	14.42	SRS
3	Warren	KY 101	11.64	12.85	1.21	CLRS and SRS
3	Warren	KY 185	1.07	1.26	0.19	CLRS
3	Warren	KY 185	2.50	6.78	4.28	CLRS and SRS
3	Warren	US 231	0.00	6.77	6.77	SRS
3	Warren	US 31W	14.90	16.30	1.40	SRS
3	Warren	US 68	6.80	7.46	0.66	SRS
3	Warren	US 68	9.50	13.60	4.10	SRS
3	Warren	US 68	15.25	16.60	1.35	SRS

Projects locations listed in the summary may require construction of Centerline Rumble Strips (CLRS), Edgeline Rumble Strips (ELRS), Shoulder Rumble Strips (SRS), or any combination of the three.

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

2012 STANDARD DRAWINGS THAT APPLY

ROADWAY

~ GENERAL ~

MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS PART 1 RGX-001-05

~ PAVEMENT ~

MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.

APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT RPM-110-06

TRAFFIC

~ TEMPORARY ~

TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAY CASE I TTC-100-03
LANE CLOSURE TWO-LANE HIGHWAY CASE II TTC-105-02
LANE CLOSURE MULTI-LANE HIGHWAY CASE I TTC-115-02
LANE CLOSURE MULTI-LANE HIGHWAY CASE II TTC-120-02
SHOULDER CLOSURE TTC-135-01

STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE I TTS-100-01
MOBILE OPERATION FOR PAINT STRIPING CASE II TTS-105-01
MOBILE OPERATION FOR PAINT STRIPING CASE III TTS-110-01
MOBILE OPERATION FOR PAINT STRIPING CASE IV TTS-115-01

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
- Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

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 (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his 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, 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, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 who 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.

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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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 his 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 his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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, 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 SHA 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 minority and women 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, national origin,

age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. 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 the 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 (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. 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.

V. 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 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII 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. 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA 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.

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 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which

this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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.

g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;
 - c. 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 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier 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.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- 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.
 - 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.
 - 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
 - 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.
- *****
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**
- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- *****
- XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**
- (Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)
- 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 his or her bid or proposal that he or she 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.

**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

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 (6) 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 the state in matters in which he was directly involved during 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, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved 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.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, 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, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY120127 06/15/2012 KY127

Superseded General Decision Number: KY20100214

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster 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).

Modification Number	Publication Date
0	01/06/2012
1	01/13/2012
2	02/10/2012
3	05/18/2012
4	05/25/2012
5	06/01/2012
6	06/15/2012

BRIN0004-002 06/01/2011

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 24.11	10.30
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 24.61	10.22
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 28.47	12.78

BRTN0004-005 05/01/2009

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 24.52	1.83

CARP0357-002 07/01/2011		

	Rates	Fringes
CARPENTER.....	\$ 25.95	13.22
Diver.....	\$ 39.30	13.22
PILEDRIVERMAN.....	\$ 26.20	13.22

ELEC0369-006 05/30/2012		

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.32	13.78

ELEC0429-001 02/01/2010		

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 21.85	10.35

ELEC0816-002 06/01/2011		

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.47	25.5%+5.35

Cable spicers receive \$.25 per hour additional.		

ELEC1701-003 06/01/2012		

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,
UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 29.52	13.66

Cable spicers receive \$.25 per hour additional.		

ELEC1925-002 01/01/2012		

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

Rates	Fringes
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CABLE SPLICER.....	\$ 25.00	10.27
ELECTRICIAN.....	\$ 25.00	10.43

ENGI0181-017 07/01/2011

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 26.50	13.00
GROUP 2.....	\$ 24.08	13.00
GROUP 3.....	\$ 24.46	13.00
GROUP 4.....	\$ 23.82	13.00

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; 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 equals or exceeds 150 ft. - \$1.00 above Group 1 rate

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

IRON0070-005 06/01/2012

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);
EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

	Rates	Fringes
Ironworkers:		
Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 26.34	18.58

IRON0103-004 04/01/2011

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);
CALDWELL COUNTY (Northeastern third, including the Township of Creswell);
CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);
CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

	Rates	Fringes
Ironworkers:.....	\$ 28.25	14.475

IRON0492-003 05/01/2009

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES
BUTLER COUNTY (Southern third, including the Townships of

Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar
Grove & Woodbury);
CHRISTIAN COUNTY (Eastern two-thirds, including the Townships
of Bennettstown, Casky, Herndon, Hopkinsville, Howell,
Masonville, Pembroke & Thompsonville);
EDMONSON COUNTY (Southern fourth, including the Townships of
Chalybeate & Rocky Hill);
MUHLENBERG COUNTY (Southern eighth, including the Townships of
Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:.....	\$ 22.50	9.60

IRON0782-006 05/01/2011		

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL, MCCrackEN & TRIGG COUNTIES
CALDWELL COUNTY (Southwestern two-thirds, including the
Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown,
Dulaney, Farmersville, Fredonia, McGowan, Otter Pond &
Princeton);
CHRISTIAN COUNTY (Western third, Excluding the Townships of
Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky,
Herndon, Hopkinsville, Howell, Masonville, Pembroke &
Thompsonville);
CRITTENDEN COUNTY (Southwestern half, including the Townships
of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,
Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total contract cost of \$20,000,000.00 or above.....	\$ 26.00	17.42
All Other Work.....	\$ 24.66	16.29

LABO0189-005 07/01/2011		

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
LIVINGSTON, LYON, MARSHALL & MCCrackEN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.38	11.28
GROUP 2.....	\$ 20.63	11.28
GROUP 3.....	\$ 20.68	11.28
GROUP 4.....	\$ 21.28	11.28

LABORER 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; Blaster; 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

LABO0189-006 07/01/2011

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK,
HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG
& WARREN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.51	10.15
GROUP 2.....	\$ 21.76	10.15
GROUP 3.....	\$ 21.81	10.15
GROUP 4.....	\$ 22.41	10.15

LABORER 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; Blaster; 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

LABO0561-001 07/01/2011

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 20.61	11.05
GROUP 2.....	\$ 20.86	11.05
GROUP 3.....	\$ 20.91	11.05
GROUP 4.....	\$ 21.51	11.05

LABORER 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; Blaster; 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

PAIN0032-002 05/01/2012

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 30.56	14.20
All Other Work.....	\$ 28.26	14.20

Spray, Blast, Steam, High & Hazardous (Including Lead
Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 05/01/2010

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	10.30

PAIN0156-006 04/01/2010

DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER
COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 25.60	10.05
GROUP 2.....	\$ 25.85	10.05
GROUP 3.....	\$ 26.60	10.05
GROUP 4.....	\$ 27.60	10.05

ALL OTHER WORK:

GROUP 1.....	\$ 25.60	11.30
GROUP 2.....	\$ 25.85	11.30
GROUP 3.....	\$ 26.60	11.30
GROUP 4.....	\$ 27.60	11.30

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;
Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch
Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal
Tar Epoxy

PAIN0456-003 07/01/2011

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN
COUNTIES:

	Rates	Fringes
Painters:		
BRIDGES		
Brush & Roller.....	\$ 22.55	9.65
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....	\$ 23.55	9.65
ALL OTHER WORK		
Brush & Roller.....	\$ 17.55	9.65
Spray; Sandblast; Power Tools; Waterblast & Steam Cleaning.....	\$ 18.55	9.65

ALL OTHER WORK - HIGH TIME PAY

Over 35 feet (up to 100 feet) - \$1.00 above base wage
100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT
TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY
PAINTER OR NOZZLE OPERATOR

PAIN0500-002 07/01/2011

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,
GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCracken
& TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges.....	\$ 25.25	11.55
All Other Work.....	\$ 19.00	11.55

Waterblasting units with 3500 PSI and above - \$.50 premium
Spraypainting and all abrasive blasting - \$1.00 premium
Work 40 ft. and above ground level - \$1.00 premium

PLUM0184-002 07/01/2011

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,
FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCrackEN
and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.45	13.99

PLUM0502-004 08/01/2011

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.00	16.13

PLUM0633-002 07/01/2011

DAVISS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,
MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 29.22	12.65

* TEAM0089-003 03/27/2011

Zone 1: ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON, & WARREN
COUNTIES

Zone 2: BALLARD, CALLOWAY, CALDWELL, CARLISLE, CHRISTIAN,
CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON,
MARSHALL, MCCrackEN, TODD, & TRIGG COUNTIES

Zone 3: DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN,
MUHLENBERG, OHIO, & WEBSTER COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 19.38	7.30+A
Group 2.....	\$ 19.56	7.30+A
Group 3.....	\$ 19.64	7.30+A
Group 4.....	\$ 19.66	7.30+A
Zone 2:		
Group 1.....	\$ 26.09	A
Group 2.....	\$ 27.32	A
Group 3.....	\$ 26.89	A
Group 4.....	\$ 27.40	A
Group 5.....	\$ 27.39	A
Zone 3:		
Group 1.....	\$ 20.93	7.30+A

Group 2.....	\$ 21.16	7.30+A
Group 3.....	\$ 21.23	7.30+A
Group 4.....	\$ 21.24	7.30+A

A - \$246.70 per week

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 1:

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 2:

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 4 - Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5 - Mixer All Types

TRUCK DRIVER CLASSIFICATIONS FOR ZONE 3:

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic

GROUP 3 - Single Axle Dump; Flat Bed; all Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors; Mixer All Types

GROUP 4 - Euclid and Other Heavy Earth moving Equipment; Lowboy; Articulator Cat; 5 Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-I-HWY dated August 04, 2011.

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

General Decision Number: KY120128 05/25/2012 KY128

Superseded General Decision Number: KY20100215

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe 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).

Modification Number	Publication Date
0	01/06/2012
1	05/25/2012

* SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER.....	\$ 22.90	8.50
CARPENTER		
Carpenter.....	\$ 21.40	8.50
Piledriverman.....	\$ 21.05	8.50
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	8.50
ELECTRICIAN.....	\$ 29.36	10.55
When required to work from bosum chairs on bridges where subject to direct fall, escept when using JLG's and bucket trucks up to 75 feet: Add 25% to base rate for 50 to 75 feet, and 50% over 75 feet.		
IRONWORKER.....	\$ 24.99	18.22
LABORER		
(01) General Laborer, Flagman, Steam Jenny.....	\$ 19.45	8.50
(02) Batch Truck Dempser, Deck Hand or Scow Man, Hand Blade Operator.....	\$ 19.70	8.50
(03) Power Driven Tool Operator: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power Wheelbarrow, Power Buggy,		

Sewer Pipe Layer, Bottom Men, Dry Cement Handler, Concrete Rubber, Mason Tender.....	\$ 19.80	8.50
(04) Asphalt Lute and Rakerman, Side Rail Setter..	\$ 19.85	8.50
(05) Gunnite Nozzxleman, Gunnite Operator.....	\$ 19.95	8.50
(06) Tunnel Laborer (Free Air).....	\$ 20.00	8.50
(07) Tunnel Mucker (Free Air).....	\$ 20.05	8.50
(08) Tunnel Miner, Blaster and Driller (free Air).....	\$ 20.40	8.50
(09) Caisson Worker.....	\$ 20.95	8.50
(10) Powderman.....	\$ 21.05	8.50
(11) Drill Operator of Percussion Type Drills powered and propelled by an independent air supply...	\$ 22.25	8.50

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
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POWER EQUIPMENT OPERATOR:

GROUP 1.....	\$ 24.10	8.50
GROUP 2.....	\$ 21.20	8.50
GROUP 3.....	\$ 21.40	8.50
GROUP 4.....	\$ 20.79	8.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching machine, Dragline, Dredge Engineer, Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or carry-all scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver Operator, Power Blade, Roller (Bituminous), Roller (earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, m Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill.

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (under 212 cu ft), Welding Machine, Form Grader, Tractor (50 hp and over), Bulll Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher

GROUP 3: Greaser on Grease Facilities servicing Heavy

Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.407.80

TRUCK DRIVER

- (01) Truck Tender and Warehouseman.....\$ 19.708.50
- (02) Driver, Winch Truck and A-Frame when used in Transporting Materials.....\$ 19.808.50
- (03) Driver (Semi-trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 19.908.50
- (04) Driver on Mixer Trucks (all types).....\$ 19.958.50
- (05) Truck Mechanic.....\$ 20.008.50
- (06) Driver (3 tons and under), Tire Changer, Truck Mechanic Tender.....\$ 20.038.50
- (07) Driver on Pavement Breakers.....\$ 20.058.50
- (08) Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).....\$ 20.248.50
- (09) Driver, Euclid and other Heavy Earth Moving Equipment.....\$ 20.818.50
- (10) Greaser on greasing facilities.....\$ 20.908.50

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

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) (ii)).

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the
Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISION

KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
HIGHWAY CONSTRUCTION LOCALITY NO. II

Determination No. CR-11-II-HWY

Project No.
Highway

Date of Determination: August 4, 2011

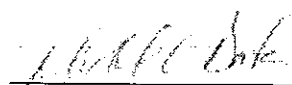
This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-11-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the Kentucky Transportation Cabinet. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.


Michael Donta, Deputy Commissioner
Department of Workplace Standards

CLASSIFICATIONS**RATE AND FRINGE BENEFITS****BOILERMAKERS:**

BASE RATE	\$24.65
FRINGE BENEFIT	12.94

BRICKLAYERS:

Bricklayers:

BASE RATE	\$22.90
FRINGE BENEFITS	8.50

Stone Mason:

BASE RATE	\$21.50
FRINGE BENEFITS	8.50

CARPENTERS:

Carpenters:

BASE RATE	\$22.40
FRINGE BENEFITS	8.75

Piledrivers:

BASE RATE	\$22.05
FRINGE BENEFITS	8.75

CEMENT MASONS:

BASE RATE	\$21.25
FRINGE BENEFITS	8.50

ELECTRICIANS:

*BASE RATE	\$29.36
FRINGE BENEFITS	10.55

*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

LINEMAN:

*BASE RATE	\$30.09
FRINGE BENEFITS	10.94

EQUIPMENT OPERATOR:

*BASE RATE	\$26.90
FRINGE BENEFITS	10.31

GROUNDSMAN:

*BASE RATE	\$17.79
FRINGE BENEFITS	8.51

IRONWORKERS:

BASE RATE	\$ 25.77
FRINGE BENEFITS	18.54

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS:

General laborer, flagman, steam jenny:	BASE RATE	\$20.84
	FRINGE BENEFITS	8.75
Batch truck dumper, deck hand or scow man, hand blade operator:	BASE RATE	\$20.84
	FRINGE BENEFITS	8.75
Power driven tool operator of the following: wagon drill, chain saw, sand blaster, concrete chipper, pavement breaker, vibrator, power wheelbarrow, power buggy, sewer pipe layer, bottom men, dry cement handler, concrete rubber, mason tender:	BASE RATE	\$21.09
	FRINGE BENEFITS	8.75
Asphalt lute and rakerman, side rail setter:	BASE RATE	\$21.14
	FRINGE BENEFITS	8.75
Gunnite nozzle man, gunnite operator:	BASE RATE	\$21.14
	FRINGE BENEFITS	8.75
Tunnel laborer (free air):	BASE RATE	\$21.14
	FRINGE BENEFITS	8.75
Tunnel mucker (free air):	BASE RATE	\$21.74
	FRINGE BENEFITS	8.75
Tunnel miner, blaster and driller (free air):	BASE RATE	\$21.74
	FRINGE BENEFITS	8.75
Caisson worker:	BASE RATE	\$21.74
	FRINGE BENEFITS	8.75
Powderman:	BASE RATE	\$21.44
	FRINGE BENEFITS	8.75
Drill operator of percussion type drills which are both powered and propelled by an independent air supply:	BASE RATE	\$22.64
	FRINGE BENEFITS	8.75

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS:

Group A:

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller guries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE	\$23.80
FRINGE BENEFITS	8.75

Group B:

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BASE RATE	\$21.55
FRINGE BENEFITS	8.75

Group B2:

Greaser on grease facilities servicing heavy equipment:

BASE RATE	\$21.90
FRINGE BENEFITS	8.75

Group C:

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

BASE RATE	\$21.31
FRINGE BENEFITS	8.75

PAINTERS:

All Excluding Bridges:

BASE RATE	\$19.92
FRINGE BENEFITS	9.57

Bridges:

BASE RATE	\$23.92
FRINGE BENEFITS	10.07

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
PLUMBERS:	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80
<hr/>		
SHEET METAL:	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80
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TRUCK DRIVERS:		
Truck helper and warehouseman:	BASE RATE	\$21.10
	FRINGE BENEFITS	8.75
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE	\$21.46
	FRINGE BENEFITS	8.75
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE	\$21.45
	FRINGE BENEFITS	8.75
Driver on mixer trucks (all types):	BASE RATE	\$21.45
	FRINGE BENEFITS	8.75
Truck mechanic:	BASE RATE	\$21.38
	FRINGE BENEFITS	8.75
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE	\$21.15
	FRINGE BENEFITS	8.75
Driver on pavement breakers:	BASE RATE	\$21.46
	FRINGE BENEFITS	8.75
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE	\$21.45
	FRINGE BENEFITS	8.75
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE	\$21.46
	FRINGE BENEFITS	8.75
Greaser on greasing facilities:	BASE RATE	\$21.15
	FRINGE BENEFITS	8.75
<hr/>		

ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, McCreary, Magoffin, Martin, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe.

Determination Number: CR-II-II-HWY

DELETE:

Ironworkers	BASE RATE	\$25.77
	FRINGE BENEFIT	18.54

INSERT:

Ironworker (Structural)	BASE RATE	\$22.50
	FRINGE BENEFIT	8.75

Ironworker (Reinforcing)	BASE RATE	\$22.30
	FRINGE BENEFIT	8.75



Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 8th day of November, 2011.

ERRATUM

Refer to the Locality Number and Determination Number listed below published by the Kentucky Labor Cabinet, Division of Employment Standards, Apprenticeship and Mediation dated August 4, 2011.

Locality: Highway Construction Locality No. II, including the following counties: Adair, Barren, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, McCreary, Magoffin, Martin, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe.

Determination Number: CR-II-II-HWY

DELETE:

Ironworker (Structural)	BASE RATE	\$22.50
	FRINGE BENEFIT	8.75
Ironworker (Reinforcing)	BASE RATE	\$22.30
	FRINGE BENEFIT	8.75

INSERT:

Ironworkers	BASE RATE	\$25.77
	FRINGE BENEFIT	18.54


Michael L. Dixon, Commissioner
Department of Workplace Standards
Kentucky Labor Cabinet
Frankfort, KY 40601

This 4TH day of May, 2012.

Kentucky Determination No. CR-11-II-HWY dated August 04, 2011

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

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

These rates are listed pursuant to the Kentucky Determination No. CR-11-II HWY dated August 04, 2011, erratum dated November 8, 2011, and erratum dated May 4, 2012. Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

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

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

Kentucky Determination No. CR-11-II-HWY dated August 04, 2011

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate.

Wage violations or questions should be directed to the designated Engineer or to the undersigned.

Ryan Griffith, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

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

These rates are listed pursuant to the Kentucky Determination No. CR-11-II- HWY dated August 4, 2011, erratum dated November 8, 2011, and erratum dated May 4, 2012.

NOTE: Both Kentucky Determination No. CR-11-II-HWY and Federal Decision No. KY128 dated May 25, 2012 apply to this project. Both sets of wage rates are included. If there is a difference in the two wages for the same classification, the Contractor is required to pay the higher of the two listed wages.

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

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

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

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Ryan Griffith, Director
Division of Construction Procurement
Frankfort, Kentucky 40622

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE		GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
Hopkins, McLean, Muhlenberg, Ohio, Union -	3.5%	
Daviess -	4.7%	
Henderson -	4.8%	
Ballard, Livingston, Lyon, Marshall -	5.2%	6.9%
Allen, Barren, Edmonson, Logan, Todd, Warren -	12.0%	
Christian -	18.2%	

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification 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 Various Counties.

PART IV

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V

BID ITEMS

CONTRACT ID: 124018
COUNTY: VARIOUS
PROPOSAL: 121GR12T007-HSIP

PAGE: 1
LETTING: 07/13/12
CALL NO: 204

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	02562	SIGNS	6,120.000 SQFT		
0020	02650	MAINTAIN & CONTROL TRAFFIC ALLEN US 231	(1.00) LS		
0030	02650	MAINTAIN & CONTROL TRAFFIC ALLEN US 31E	(1.00) LS		
0040	02650	MAINTAIN & CONTROL TRAFFIC BALLARD US 51	(1.00) LS		
0050	02650	MAINTAIN & CONTROL TRAFFIC BARREN KY 90	(1.00) LS		
0060	02650	MAINTAIN & CONTROL TRAFFIC BARREN US 68	(1.00) LS		
0070	02650	MAINTAIN & CONTROL TRAFFIC CHRISTIAN US 41A	(1.00) LS		
0080	02650	MAINTAIN & CONTROL TRAFFIC CHRISTIAN US 68	(1.00) LS		
0090	02650	MAINTAIN & CONTROL TRAFFIC CHRISTIAN US 68B	(1.00) LS		
0100	02650	MAINTAIN & CONTROL TRAFFIC DAVIESS US 60	(1.00) LS		
0110	02650	MAINTAIN & CONTROL TRAFFIC EDMONSON KY 101	(1.00) LS		
0120	02650	MAINTAIN & CONTROL TRAFFIC EDMONSON KY 259	(1.00) LS		
0130	02650	MAINTAIN & CONTROL TRAFFIC HENDERSON EB 9004	(1.00) LS		
0140	02650	MAINTAIN & CONTROL TRAFFIC HENDERSON KY 425	(1.00) LS		
0150	02650	MAINTAIN & CONTROL TRAFFIC HENDERSON US 60	(1.00) LS		
0160	02650	MAINTAIN & CONTROL TRAFFIC HOPKINS WK 9001	(1.00) LS		
0170	02650	MAINTAIN & CONTROL TRAFFIC LIVINGSTON KY 453	(1.00) LS		
0180	02650	MAINTAIN & CONTROL TRAFFIC LOGAN US 431	(1.00) LS		
0190	02650	MAINTAIN & CONTROL TRAFFIC LOGAN US 68	(1.00) LS		
0200	02650	MAINTAIN & CONTROL TRAFFIC LOGAN US 79	(1.00) LS		

CONTRACT ID: 124018
COUNTY: VARIOUS
PROPOSAL: 121GR12T007-HSIP

PAGE: 2
LETTING: 07/13/12
CALL NO: 204

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	02650	MAINTAIN & CONTROL TRAFFIC LYON US 62	(1.00) LS		
0220	02650	MAINTAIN & CONTROL TRAFFIC MARSHALL US 68	(1.00) LS		
0230	02650	MAINTAIN & CONTROL TRAFFIC MCLEAN US 431	(1.00) LS		
0240	02650	MAINTAIN & CONTROL TRAFFIC MUHLENBERG US 431	(1.00) LS		
0250	02650	MAINTAIN & CONTROL TRAFFIC MUHLENBERG WK 9001	(1.00) LS		
0260	02650	MAINTAIN & CONTROL TRAFFIC OHIO WN 9007	(1.00) LS		
0270	02650	MAINTAIN & CONTROL TRAFFIC TODD US 41	(1.00) LS		
0280	02650	MAINTAIN & CONTROL TRAFFIC TODD US 68	(1.00) LS		
0290	02650	MAINTAIN & CONTROL TRAFFIC UNION KY 3393	(1.00) LS		
0300	02650	MAINTAIN & CONTROL TRAFFIC UNION US 60B	(1.00) LS		
0310	02650	MAINTAIN & CONTROL TRAFFIC WARREN KY 101	(1.00) LS		
0320	02650	MAINTAIN & CONTROL TRAFFIC WARREN KY 185	(1.00) LS		
0330	02650	MAINTAIN & CONTROL TRAFFIC WARREN US 231	(1.00) LS		
0340	02650	MAINTAIN & CONTROL TRAFFIC WARREN US 31W	(1.00) LS		
0350	02650	MAINTAIN & CONTROL TRAFFIC WARREN US 68	(1.00) LS		
0360	02696	SHOULDER RUMBLE STRIPS-SAWED	2,383,668.000 LF		
0370	02775	ARROW PANEL	34.000 EACH		
0380	06514	PAVE STRIPING-PERM PAINT-4 IN	774,513.000 LF		
0390	20458ES403	CENTERLINE RUMBLE STRIPS	455,593.000 LF		
SECTION 0002 DEMOBILIZATION					
0400	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			