



**CALL NO. 100**

**CONTRACT ID. 211018**

**GREENUP COUNTY**

**FED/STATE PROJECT NUMBER NHPP 0231 (166)**

**DESCRIPTION US-23**

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

**PRIMARY COMPLETION DATE 10/15/2021**

**LETTING DATE: May 21,2021**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME May 21,2021. Bids will be publicly announced at 10:00 am EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 11.50%**

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

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

## ADMINISTRATIVE DISTRICT - 09

**CONTRACT ID - 211018**

**NHPP 0231 (166)**

**COUNTY - GREENUP**

**PCN - DE04500232118**

**NHPP 0231 (166)**

US-23 (MP 22.982) ASPHALT PAVEMENT REHABILITATION ON US-23 FROM MP 22.982 TO MP 28.727 IN GREENUP COUNTY (MP 28.727), A DISTANCE OF 05.75 MILES.ASPHALT REHAB WITH GRADE & DRAIN SYP NO. 09-20026.00.

GEOGRAPHIC COORDINATES LATITUDE 38:43:28.00 LONGITUDE 82:56:43.00

**COMPLETION DATE(S):**

COMPLETED BY 10/15/2021

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

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

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

The Kentucky 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.

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

The DBE Participation Plan shall include the following:

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

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

#### **UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED**

Contractors must submit the signed subcontract between the contractor and the DBE contractor, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order 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 (hard copy along with an electronic copy) of this information must be received in the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

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

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

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

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

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

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

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

- 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 complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

### **PROJECT TRAFFIC COORDINATOR (PTC)**

Be advised this project is a significant project pursuant to section 112.03.12.

### **DGA BASE**

Unless otherwise noted, the Department estimates the rate of application for DGA Base to be 115 lbs/sy per inch of depth.

### **DGA BASE FOR SHOULDERS**

Unless otherwise noted, the Department estimates the rate of application for DGA Base for Shoulders to be 115 lbs/sy per inch of depth. The Department will not measure necessary grading and/or shaping of existing shoulders prior to placing of DGA Base, but shall be incidental to the Contract unit price per ton for DGA Base.

Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

### **INCIDENTAL SURFACING**

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

### **FUEL AND ASPHALT PAY ADJUSTMENT**

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

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

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

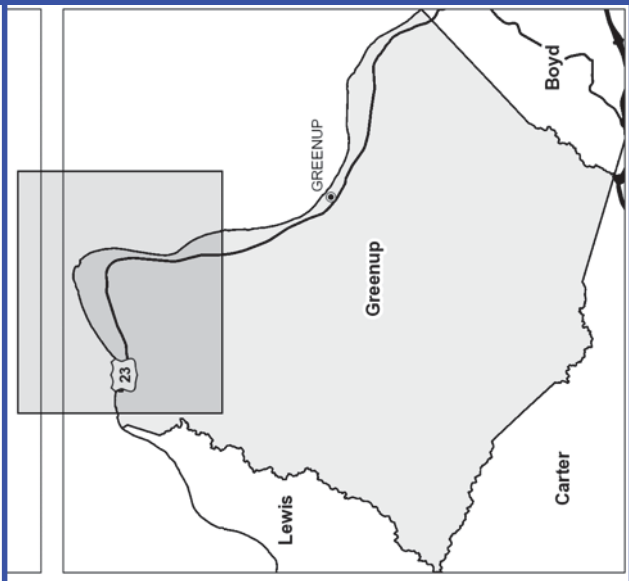
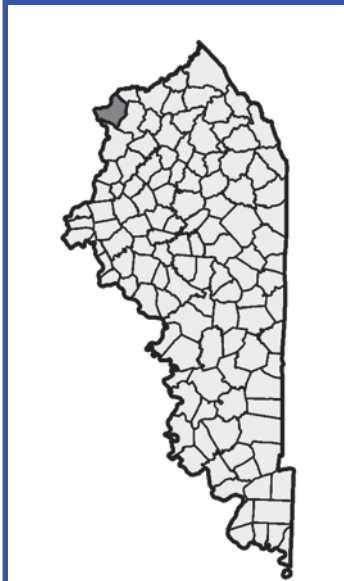
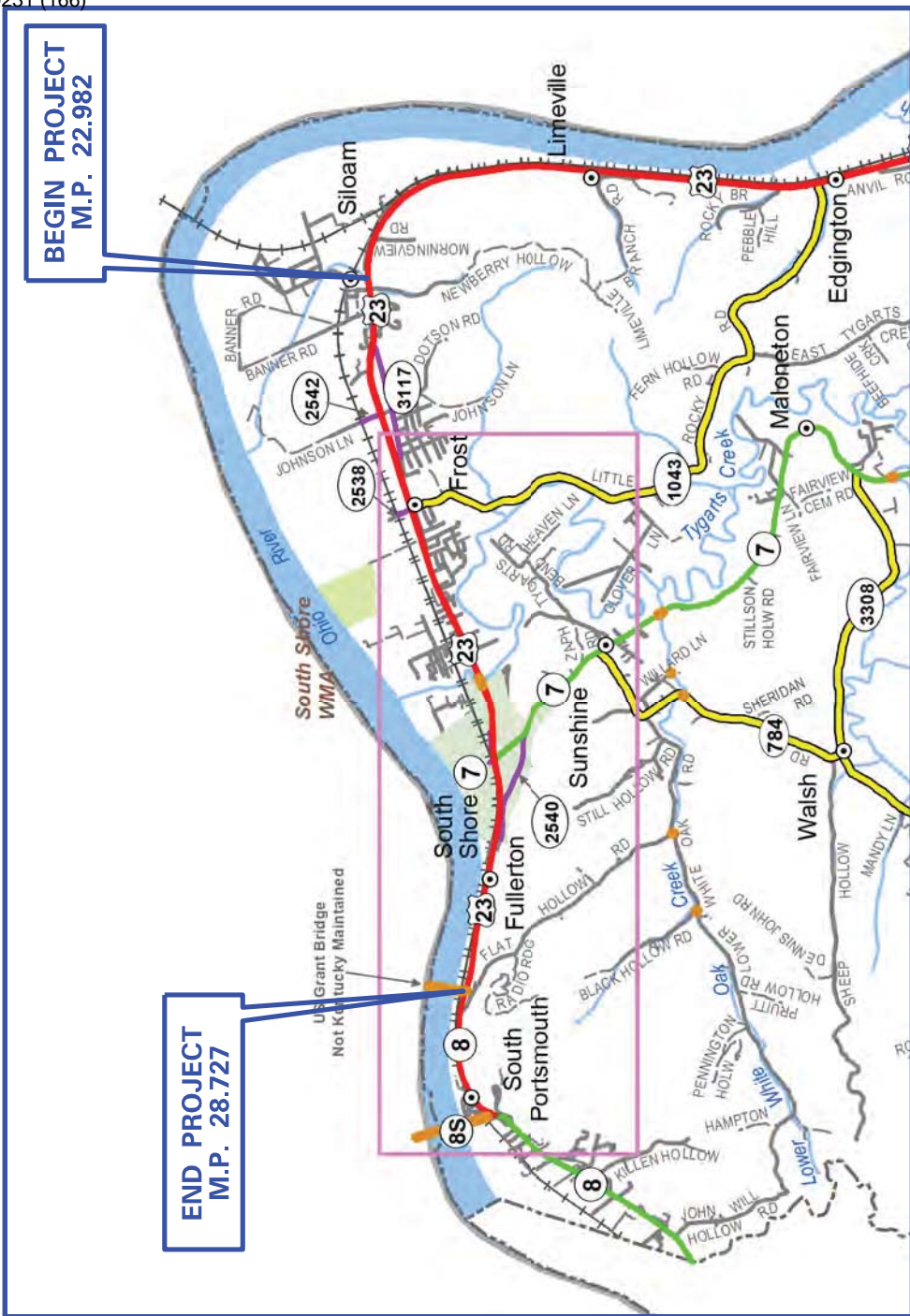
### **OPTION A**

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





31100 Clark, U.S. 460  
Frankfort, KY 40601  
502-695-9800



**PROJECT NUMBER:** FD52 045 0023 023-029, NHPP 0231(165)

**ITEM NUMBER:** 9-20026 **LETTING DATE:** MAY 21, 2021

**RECOMMENDED BY:** ANDRE JOHANNES, P.E. **DATE:** \_\_\_\_\_

Project Manager

**PLAN APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

State Highway Engineer

**FHWA APPROVED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



23.200

23.100





23.000

BEGIN PROJECT  
MP 22.982

22.900

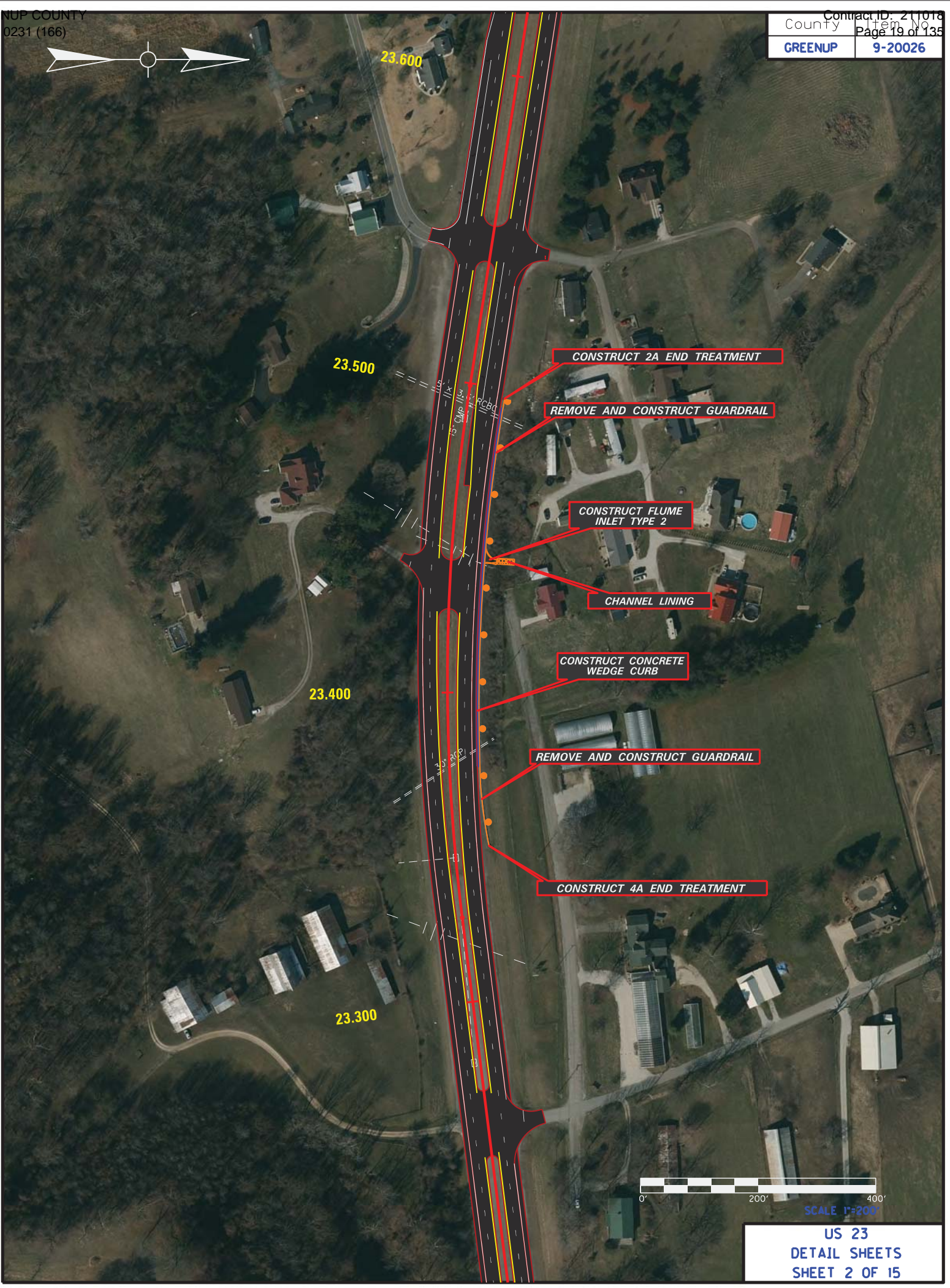


**LEGEND**

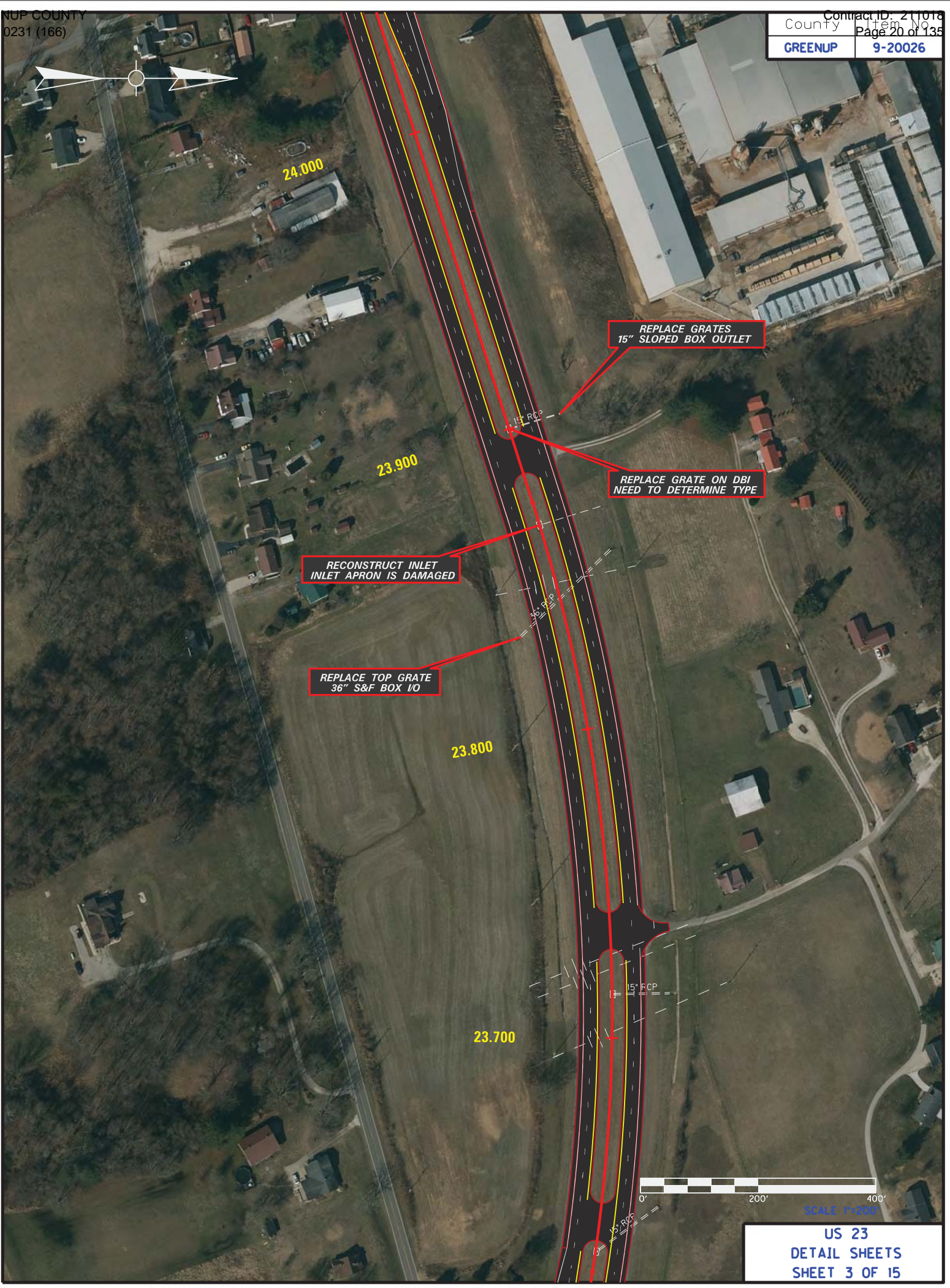
-  BRIDGE CLEARANCE REVISION
-  FLUME INLET TYPE 2
-  REMOVE AND CONSTRUCT GUARDRAIL
-  CHANNEL LINING

SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 1 OF 15



SCALE 1"=200'



24.000

23.900

23.800

23.700

REPLACE GRATES  
15" SLOPED BOX OUTLET

REPLACE GRATE ON DBI  
NEED TO DETERMINE TYPE

RECONSTRUCT INLET  
INLET APRON IS DAMAGED

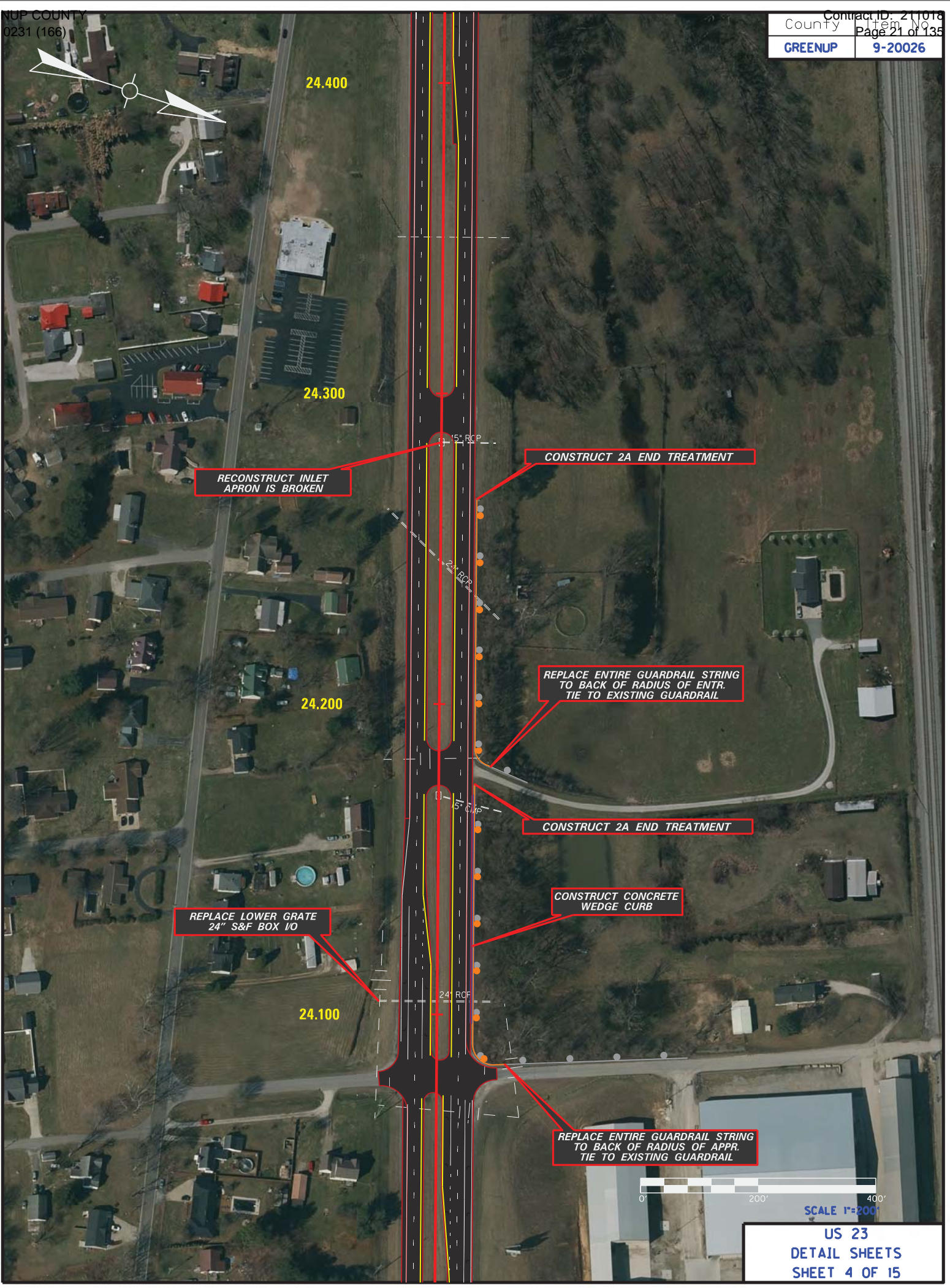
REPLACE TOP GRATE  
36" S&F BOX I/O

15" FCP

0' 200' 400'

SCALE 1"=100'

**US 23**  
**DETAIL SHEETS**  
**SHEET 3 OF 15**



RECONSTRUCT INLET  
APRON IS BROKEN

CONSTRUCT 2A END TREATMENT

REPLACE ENTIRE GUARDRAIL STRING  
TO BACK OF RADIUS OF ENTR.  
TIE TO EXISTING GUARDRAIL

CONSTRUCT 2A END TREATMENT

REPLACE LOWER GRATE  
24" S&F BOX IO

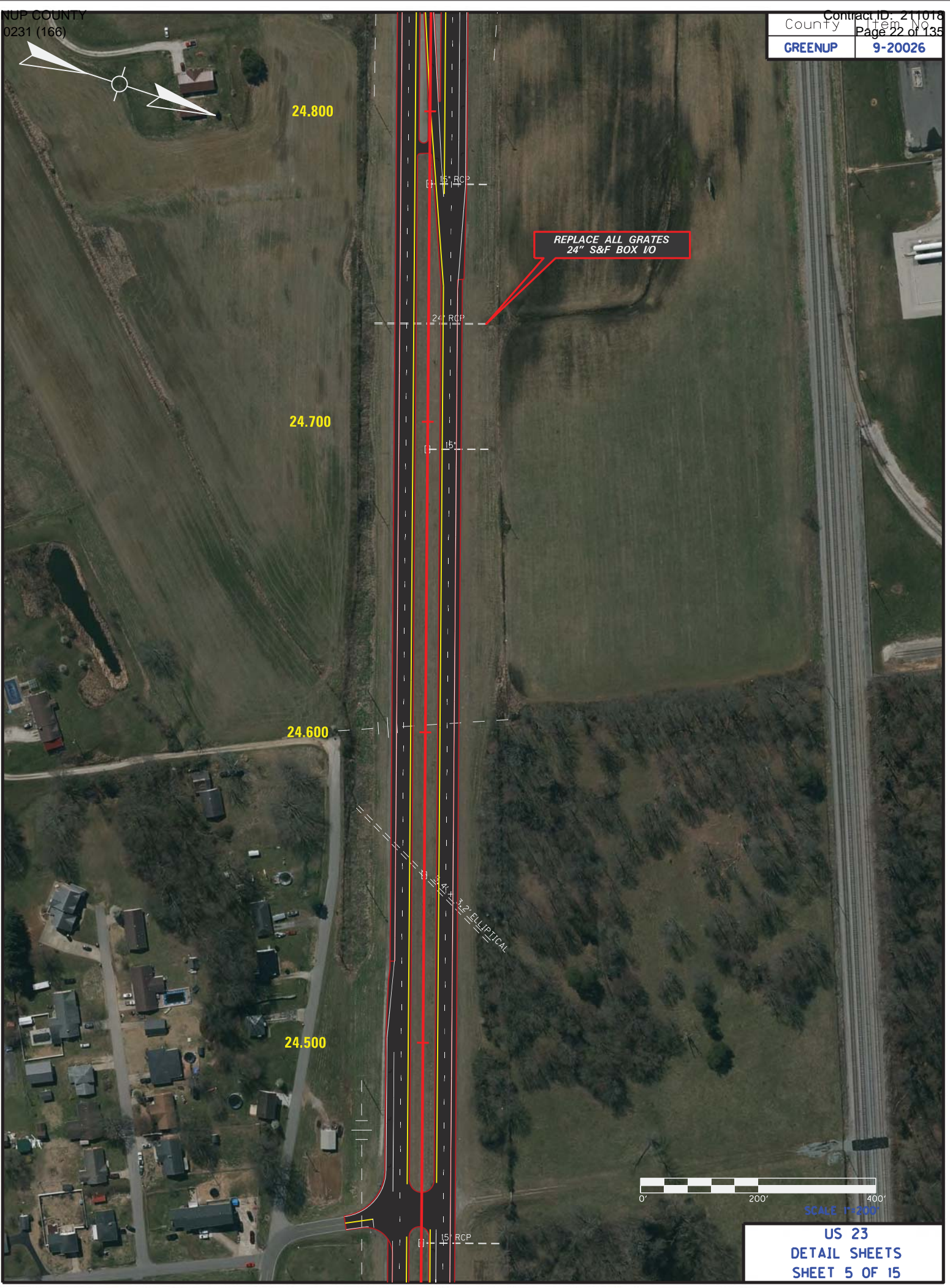
CONSTRUCT CONCRETE  
WEDGE CURB

REPLACE ENTIRE GUARDRAIL STRING  
TO BACK OF RADIUS OF APPR.  
TIE TO EXISTING GUARDRAIL



SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 4 OF 15

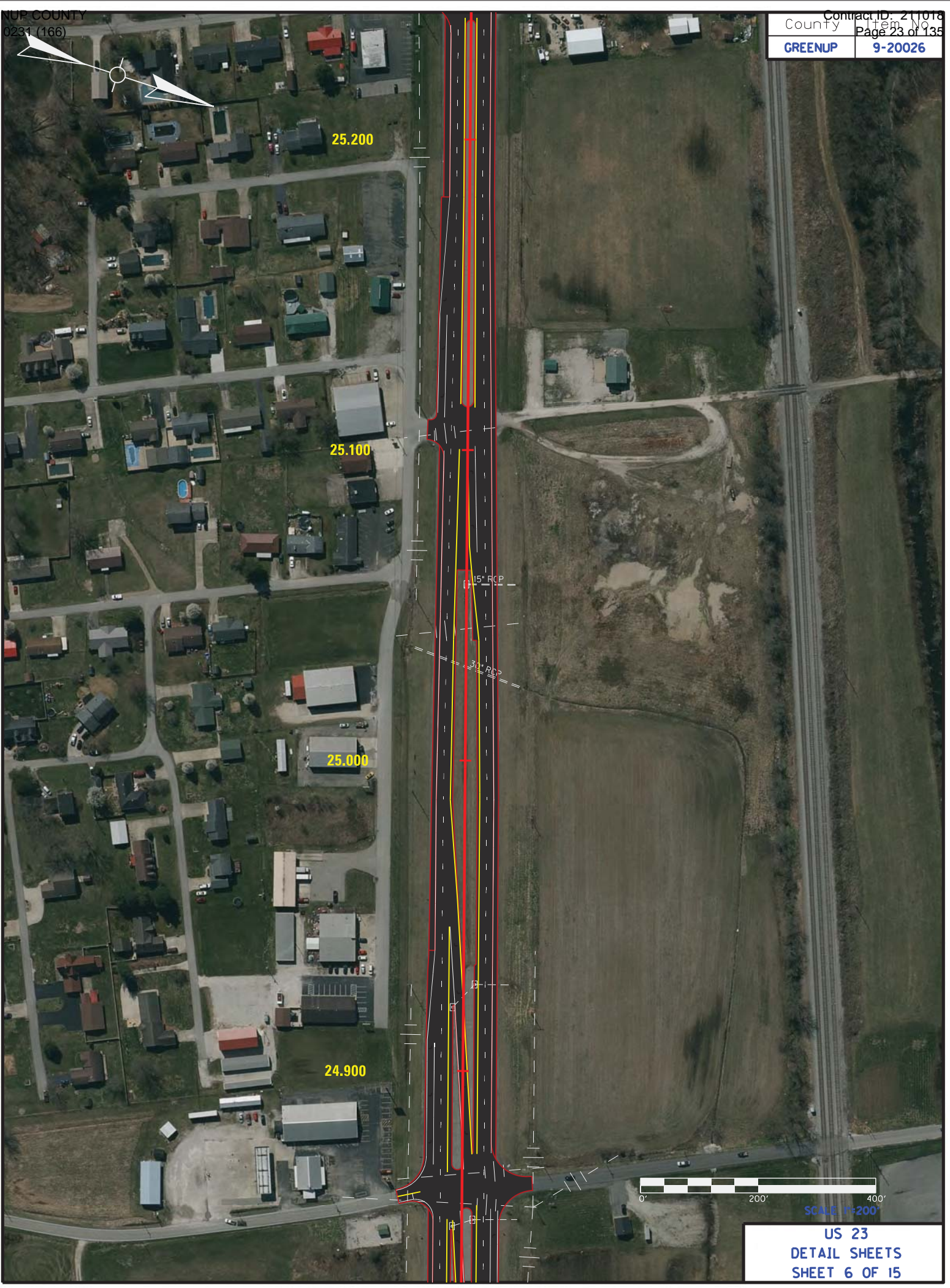


REPLACE ALL GRATES  
24" S&F BOX 10



SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 5 OF 15





SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 7 OF 15





26.000

25.900

25.800

25.700

SLOT DRAIN  
SLOT DRAIN  
SLOT DRAIN

24\" RCP

0' 200' 400'  
SCALE 1\"=200\"

US 23  
DETAIL SHEETS  
SHEET 8 OF 15



SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 9 OF 15



BRIDGE CLEARANCE CORRECTION

CLEAN CULVERT

REMOVE AND CONSTRUCT GUARDRAIL

CONSTRUCT 4A END TREATMENT

26.800

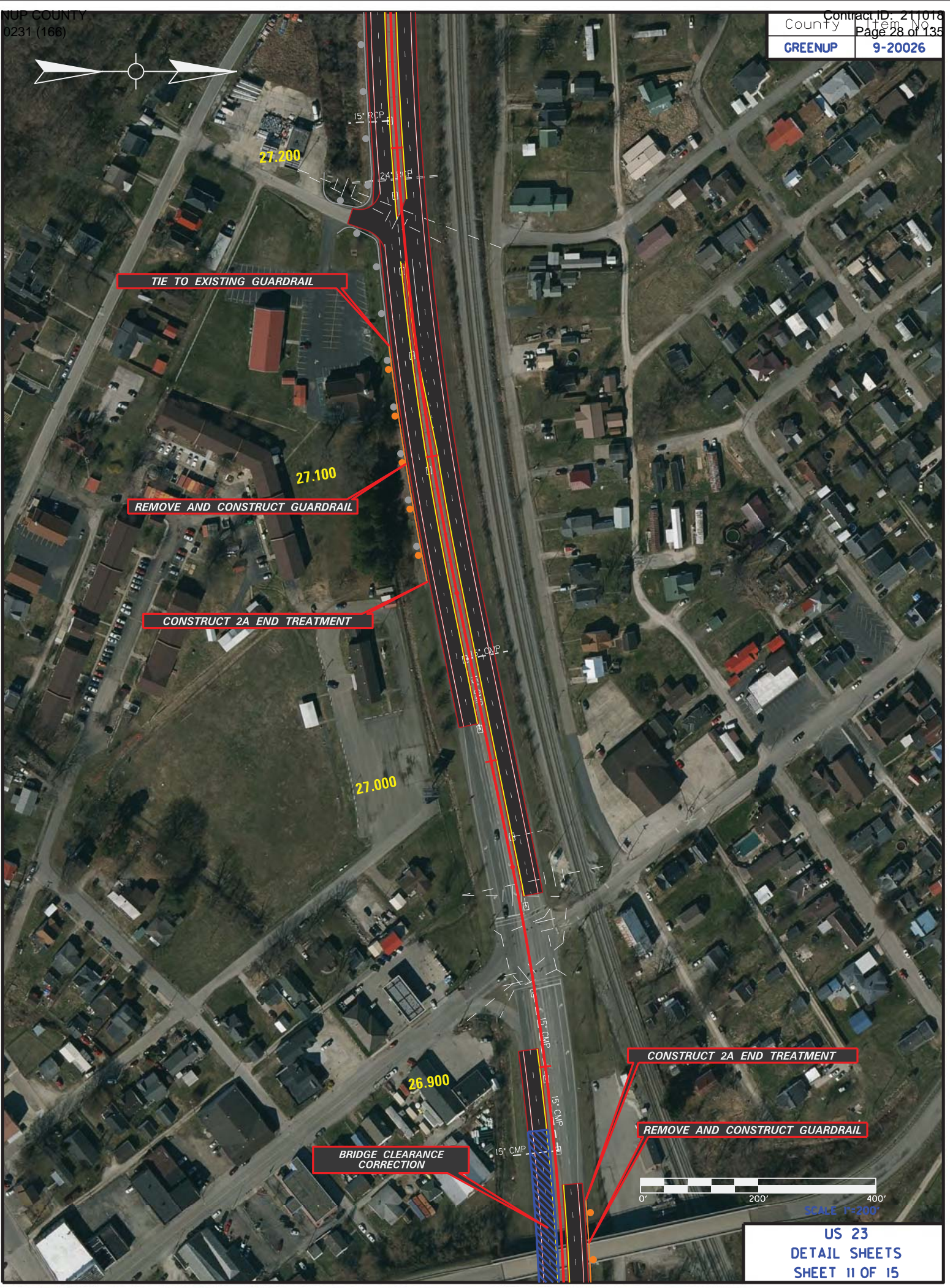
26.700

26.600

26.500

0' 200' 400'  
SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 10 OF 15



**TIE TO EXISTING GUARDRAIL**

**REMOVE AND CONSTRUCT GUARDRAIL**

**CONSTRUCT 2A END TREATMENT**

**BRIDGE CLEARANCE CORRECTION**

**CONSTRUCT 2A END TREATMENT**

**REMOVE AND CONSTRUCT GUARDRAIL**





REPLACE TOP GRATE  
24" S&F BOX 10

27.600

27.500

27.400

27.300



SCALE 1"=200'

US 23  
DETAIL SHEETS  
SHEET 12 OF 15



28.000

REMOVE AND CONSTRUCT GUARDRAIL  
TIE TO EXISTING

27.900

REMOVE AND CONSTRUCT GUARDRAIL  
TIE TO EXISTING

27.800

27.700

18' 16"

24' SMP

24' SMP



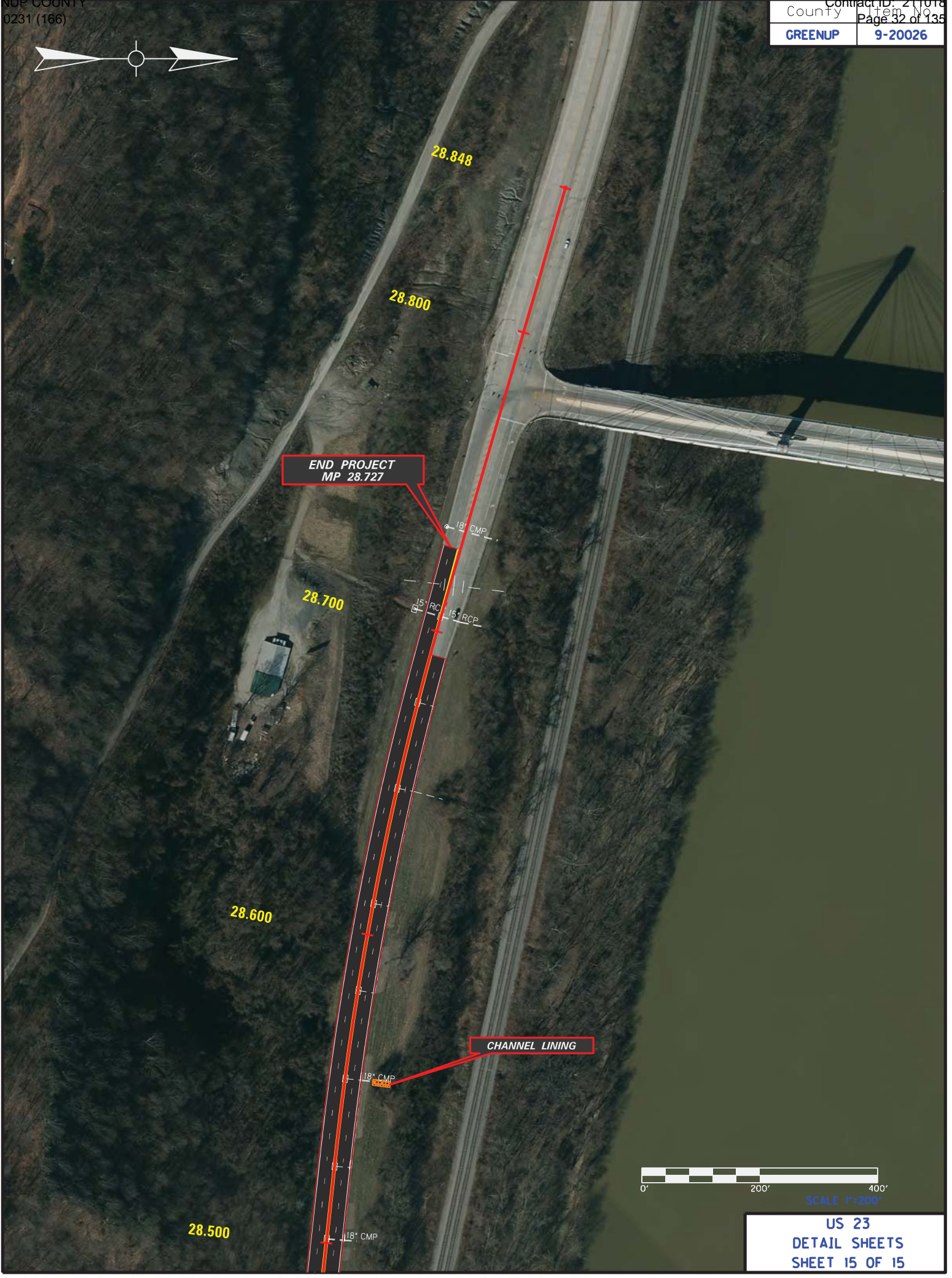
SCALE 1"=200'

**US 23**  
**DETAIL SHEETS**  
**SHEET 13 OF 15**



SCALE 1"=200'

**US 23**  
**DETAIL SHEETS**  
**SHEET 14 OF 15**



28.500

28.600

28.700

28.800

28.848

**END PROJECT  
MP 28.727**

**CHANNEL LINING**



SCALE 1"=200'

**US 23  
DETAIL SHEETS  
SHEET 15 OF 15**

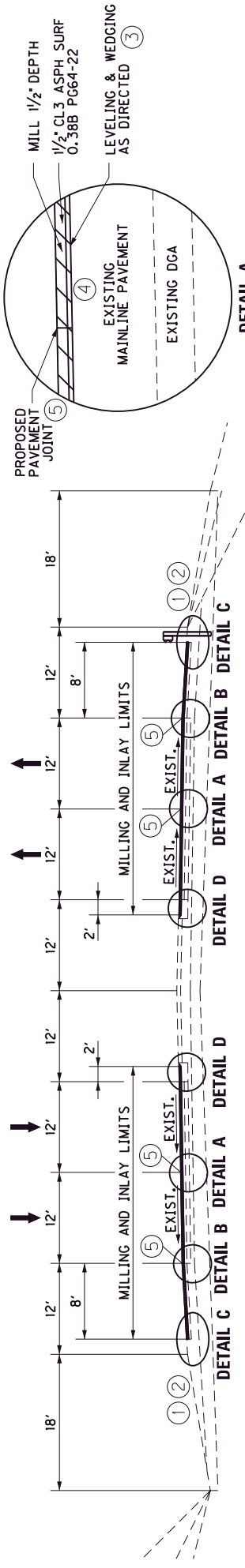


# PROPOSED TYPICAL SECTIONS

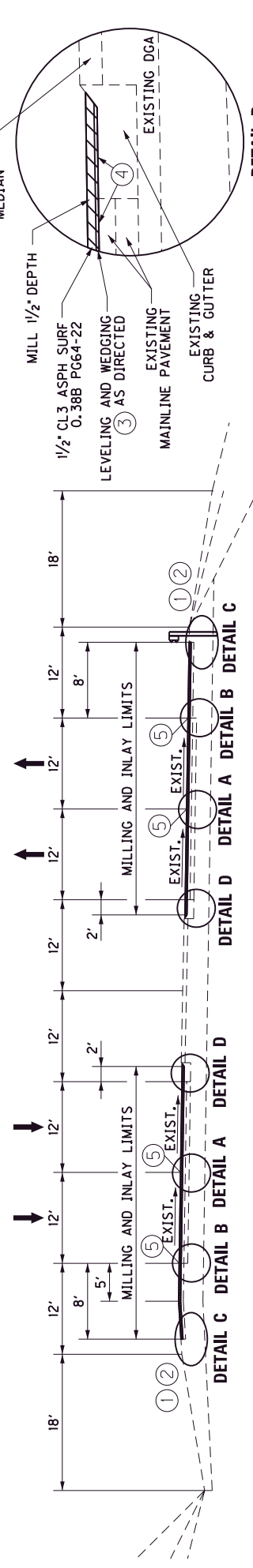
|                 |           |
|-----------------|-----------|
| County Item No. | Sheet     |
| GREENUP 9-20026 | 231 (166) |

US 23

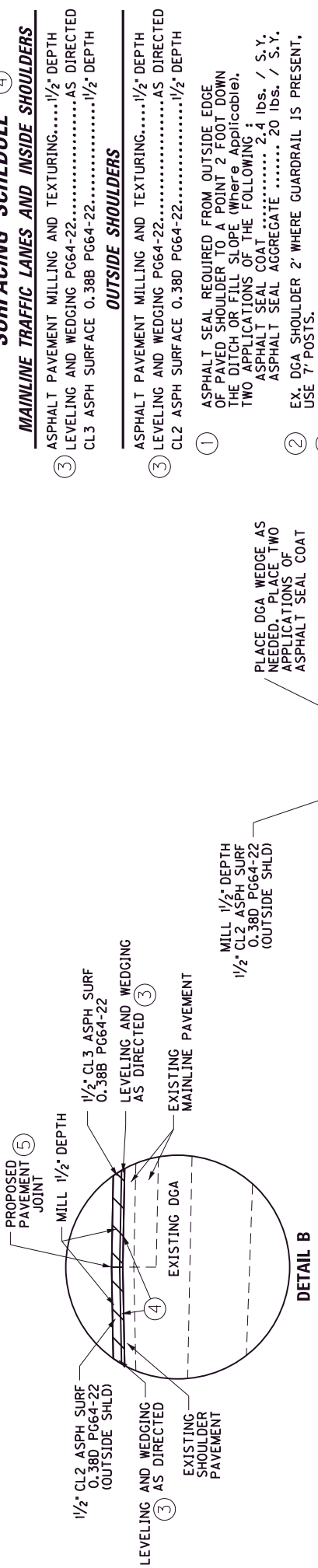
M.P. 22.982 -- M.P. 23.342 & M.P. 25.061 -- M.P. 28.450



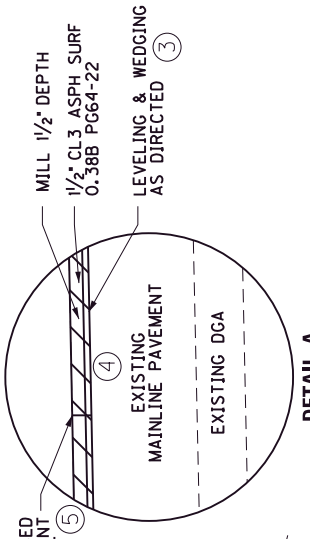
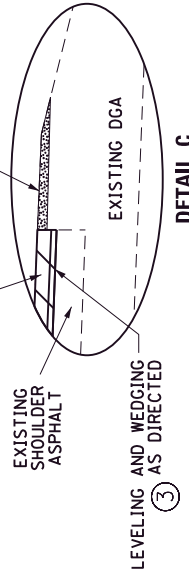
## MAINLINE NORMAL SECTION



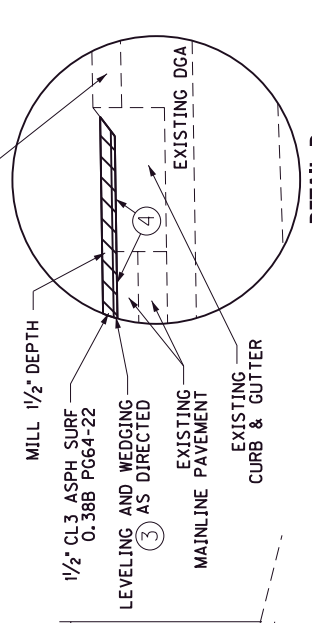
## MAINLINE SUPERELEVATED SECTION



- MAINLINE TRAFFIC LANES AND INSIDE SHOULDERS**
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
  - LEVELING AND WEDGING PG64-22.....AS DIRECTED
  - CL3 ASPH SURFACE 0.388 PG64-22.....1/2" DEPTH
- OUTSIDE SHOULDERS**
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
  - LEVELING AND WEDGING PG64-22.....AS DIRECTED
  - CL2 ASPH SURFACE 0.388 PG64-22.....1/2" DEPTH
- ① ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE OF PAVED SHOULDER TO A POINT 2 FOOT DOWN THE DITCH OR FILL SLOPE (Where Applicable), TWO APPLICATIONS OF THE FOLLOWING :  
 ASPHALT SEAL COAT ..... 2.4 lbs. / S.Y.  
 ASPHALT SEAL AGGREGATE ..... 20 lbs. / S.Y.
  - ② EX. DGA SHOULDER 2' WHERE GUARDRAIL IS PRESENT, USE 7' POSTS.
  - ③ TO BE AS DIRECTED BY THE ENGINEER FOR PAVEMENT IRREGULARITIES.
  - ④ APPLY NON-TRACKING TACK AT A RATE OF 0.7 LBS/SY BETWEEN EACH LAYER OF ASPH. CONCRETE.
  - ⑤ JOINT ADHESIVE



DETAIL A



DETAIL B

## SURFACING SCHEDULE

- MAINLINE TRAFFIC LANES AND INSIDE SHOULDERS**
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
  - LEVELING AND WEDGING PG64-22.....AS DIRECTED
  - CL3 ASPH SURFACE 0.388 PG64-22.....1/2" DEPTH
- OUTSIDE SHOULDERS**
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
  - LEVELING AND WEDGING PG64-22.....AS DIRECTED
  - CL2 ASPH SURFACE 0.388 PG64-22.....1/2" DEPTH

NOTE: ALL CROSSOVERS AND TURN LANES WILL BE MILLED AND INLAIN WITH MAINLINE SURFACE MIXTURE

US 23

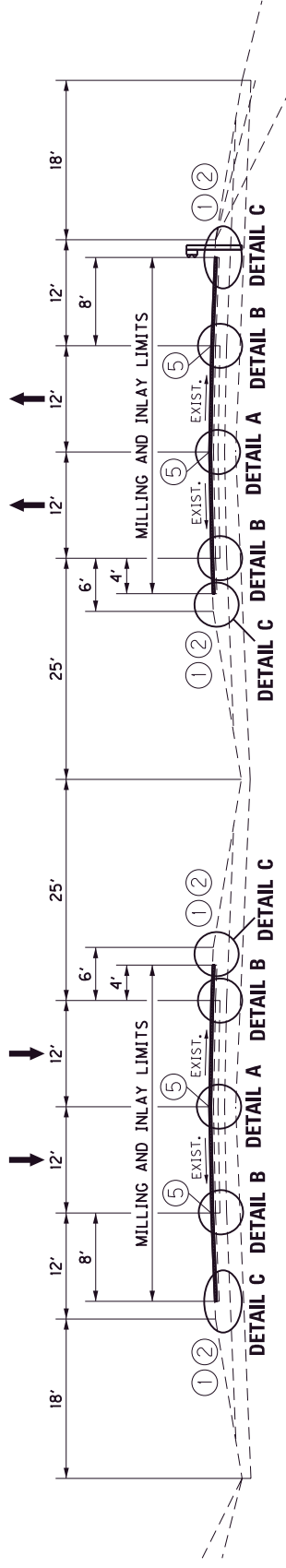
## TYPICAL SECTIONS

NOT TO SCALE

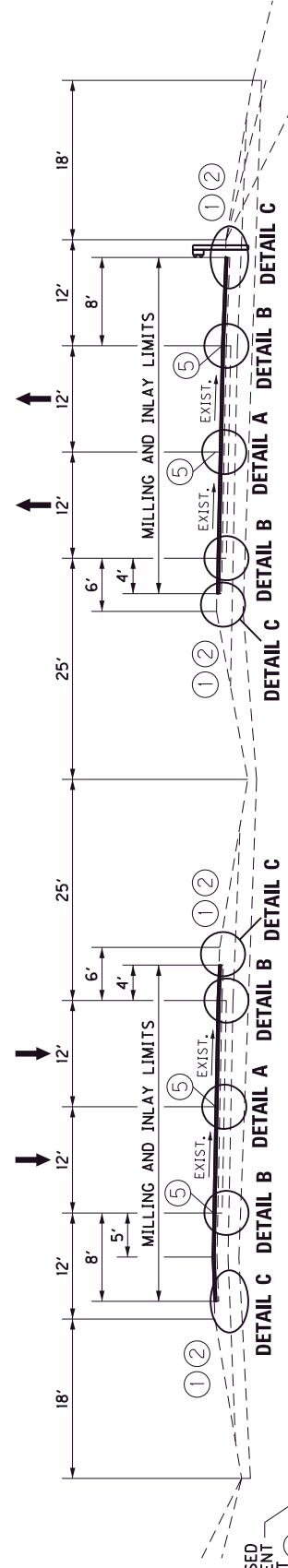
# PROPOSED TYPICAL SECTIONS

|                 |           |
|-----------------|-----------|
| County Item No. | Sheet     |
| GREENUP 9-20026 | 231 (166) |

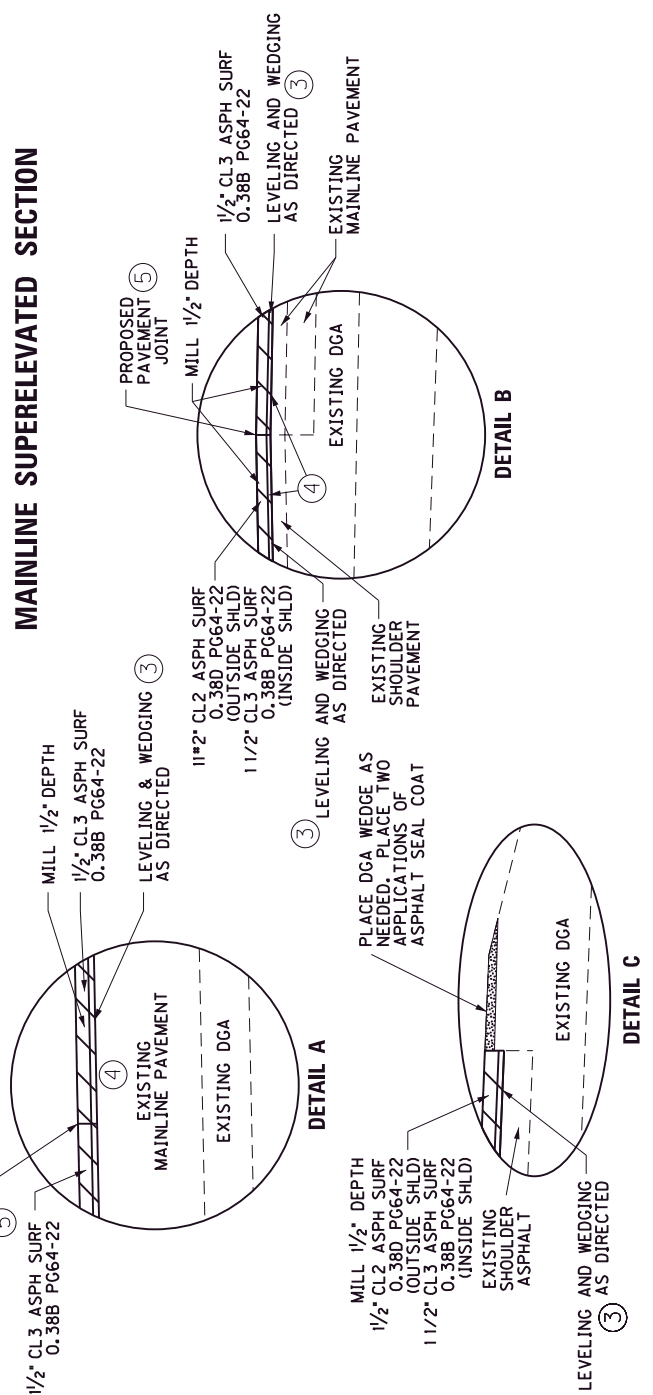
US 23  
M.P. 23.342 - M.P. 25.061



MAINLINE NORMAL SECTION



MAINLINE SUPERELEVATED SECTION



- SURFACING SCHEDULE** ④
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
  - LEVELING AND WEDGING PG64-22.....AS DIRECTED
  - CL3 ASPH SURFACE 0.388 PG64-22.....1/2" DEPTH
- OUTSIDE SHOULDERS**
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
  - LEVELING AND WEDGING PG64-22.....AS DIRECTED
  - CL2 ASPH SURFACE 0.380 PG64-22.....1/2" DEPTH
- ① ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE OF PAVED SHOULDER TO A POINT 2 FOOT DOWN THE DITCH OR FILL SLOPE (Where Applicable), TWO APPLICATIONS OF THE FOLLOWING :  
ASPHALT SEAL COAT ..... 2.4 lbs. / S.Y.  
ASPHALT SEAL AGGREGATE ..... 20 lbs. / S.Y.
  - ② EX. DGA SHOULDER 2' WHERE GUARDRAIL IS PRESENT, USE 7" POSTS.
  - ③ TO BE USED AS DIRECTED BY THE ENGINEER FOR PAVEMENT IRREGULARITIES.
  - ④ APPLY NON-TRACKING TACK AT A RATE OF 0.7 LBS/SY BETWEEN EACH LAYER OF ASPH. CONCRETE.
  - ⑤ JOINT ADHESIVE
- NOTE: ALL CROSSOVERS AND TURN LANES WILL BE MILLED AND INLAID WITH MAINLINE SURFACE MIXTURE

NOT TO SCALE

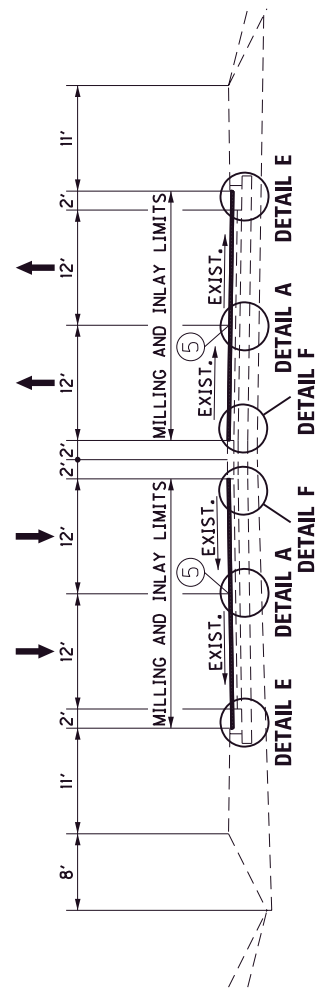
US 23  
TYPICAL SECTIONS

# PROPOSED TYPICAL SECTIONS

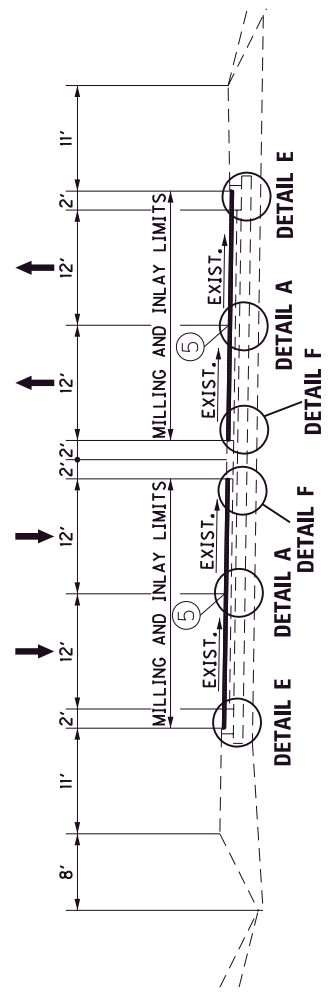
US 23

M.P. 28.450 - M.P. 28.727

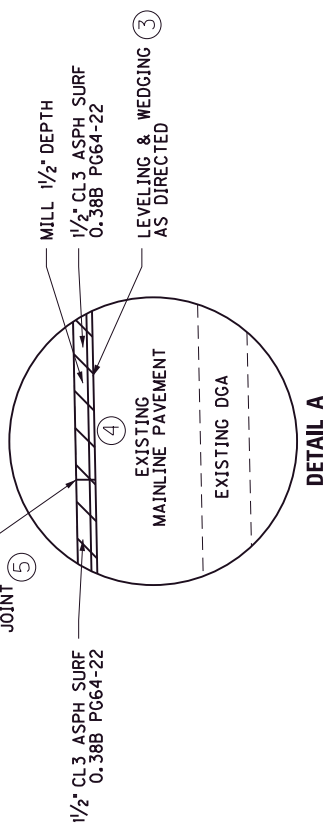
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| County Item No. | Sheet      |
| GREENUP 9-20026 | 0231 (166) |



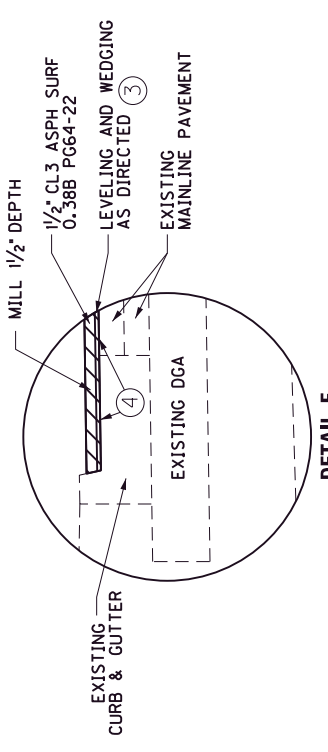
MAINLINE NORMAL SECTION



MAINLINE SUPERELEVATED SECTION



DETAIL A



DETAIL B

## SURFACING SCHEDULE

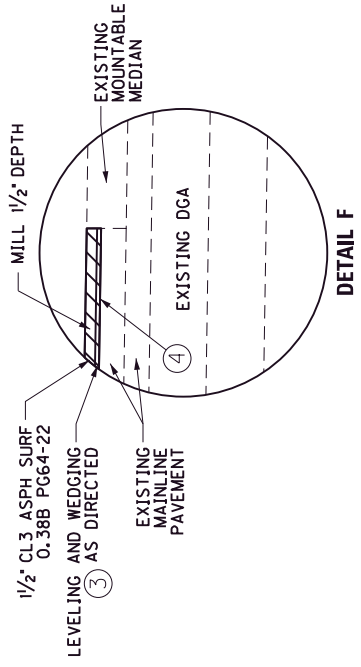
- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
- LEVELING AND WEDGING PG64-22.....AS DIRECTED
- CL3 ASPH SURFACE 0.388 PG64-22.....1/2" DEPTH

## OUTSIDE SHOULDERS

- ③ ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH
- LEVELING AND WEDGING PG64-22.....AS DIRECTED
- CL2 ASPH SURFACE 0.380 PG64-22.....1/2" DEPTH

- ① ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE OF PAVED SHOULDER TO A POINT 2 FOOT DOWN THE DITCH OR FILL SLOPE (Where Applicable), TWO APPLICATIONS OF THE FOLLOWING :  
 ASPHALT SEAL COAT ..... 2.4 lbs. / S.Y.  
 ASPHALT SEAL AGGREGATE ..... 20 lbs. / S.Y.
- ② EX. DGA SHOULDER 2' WHERE GUARDRAIL IS PRESENT, USE 7' POSTS.
- ③ TO BE USED AS DIRECTED BY THE ENGINEER FOR PAVEMENT IRREGULARITIES.
- ④ APPLY NON-TRACKING TACK AT A RATE OF 0.7 LBS/SY BETWEEN EACH LAYER OF ASPH. CONCRETE.
- ⑤ JOINT ADHESIVE

NOTE: ALL CROSSOVERS AND TURN LANES WILL BE MILLED AND INLAID WITH MAINLINE SURFACE MIXTURE



DETAIL F

US 23

TYPICAL SECTIONS

NOT TO SCALE

**US 23  
GREENUP COUNTY  
ITEM NO. 9-20026 , PAVEMENT REHABILITATION  
MILEPOINT 22.982 TO 28.727  
GENERAL SUMMARY**

| ITEM NUMBER | ITEM                                            |   | UNIT | QUANTITY |
|-------------|-------------------------------------------------|---|------|----------|
| 00001       | DGA BASE                                        | ① | TON  | 1,000    |
| 00100       | ASPHALT SEAL AGGREGATE                          | ① | TON  | 352      |
| 00103       | ASPHALT SEAL COAT                               | ① | TON  | 42       |
| 00190       | LEVELING & WEDGING PG64-22                      | ① | TON  | 500      |
| 00214       | CL3 ASPH BASE 1.00D PG64-22                     | ① | TON  | 750      |
| 00301       | CL2 ASPH SURF 0.38D PG64-22                     | ① | TON  | 4,073    |
| 00388       | CL3 ASPH SURF 0.38B PG64-22                     | ① | TON  | 16,617   |
| 02676       | MOBILIZATION FOR MILL & TEXT                    | ① | LS   | 1        |
| 02677       | ASPHALT PAVE MILLING & TEXTURING                | ① | TON  | 21,596   |
| 20071EC     | JOINT ADHESIVE                                  | ① | LF   | 129,328  |
| 24970EC     | ASPHALT MATERIAL FOR TACK NON-TRACKING          | ① | TON  | 88       |
| 02696       | SHOULDER RUMBLE STRIPS                          | ① | LF   | 79,900   |
| 22660EN     | REPLACE GRATE                                   | ② | LB   | 1,707    |
| 22883EN     | CONCRETE WEDGE CURB                             | ② | LF   | 1,008    |
| 01691       | FLUME INLET TYPE 2                              | ② | EACH | 1        |
| 01720       | RECONSTRUCT INLET                               | ② | EACH | 2        |
| 20465EC     | CLEAN CULVERT                                   | ② | LS   | 1        |
| 02483       | CHANNEL LINING CLASS II                         | ② | TON  | 250      |
| 02484       | CHANNEL LINING CLASS III                        | ② | TON  | 250      |
| 21802EN     | G/R STEEL W BEAM-S FACE (7 FT POST)             | ③ | LF   | 2,500    |
| 02381       | REMOVE GUARDRAIL                                | ③ | LF   | 2,600    |
| 01982       | DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE | ③ | EACH | 53       |
| 02369       | GUARDRAIL END TREATMENT TYPE 2A                 | ③ | EACH | 5        |
| 02391       | GUARDRAIL END TREATMENT TYPE 4A                 | ③ | EACH | 2        |
| 02159       | TEMP DITCH                                      |   | LF   | 15,201   |
| 02160       | CLEAN TEMP DITCH                                |   | LF   | 7,600.5  |
| 02703       | SILT TRAP TYPE A                                |   | EACH | 2        |
| 02704       | SILT TRAP TYPE B                                |   | EACH | 2        |
| 02705       | SILT TRAP TYPE C                                |   | EACH | 2        |
| 02706       | CLEAN SILT TRAP TYPE A                          |   | EACH | 2        |
| 02707       | CLEAN SILT TRAP TYPE B                          |   | EACH | 2        |
| 02708       | CLEAN SILT TRAP TYPE C                          |   | EACH | 2        |
| 02575       | DITCHING AND SHOULDERING                        |   | LF   | 30,402   |
| 05950       | EROSION CONTROL BLANKET                         |   | SQYD | 9,680    |
| 05952       | TEMP MULCH                                      |   | SQYD | 6,453    |
| 05953       | TEMP SEEDING AND PROTECTION                     |   | SQYD | 4,840    |

- ① CARRIED OVER FROM PAVING SUMMARY
- ② CARRIED OVER FROM DRAINAGE SUMMARY
- ③ CARRIED OVER FROM GUARDRAIL SUMMARY

**US 23  
GREENUP COUNTY  
ITEM NO. 9-20026 , PAVEMENT REHABILITATION  
MILEPOINT 22.982 TO 28.727  
GENERAL SUMMARY**

| ITEM NUMBER | ITEM                                    | UNIT | QUANTITY |
|-------------|-----------------------------------------|------|----------|
| 05963       | INITIAL FERTILIZER                      | TON  | 0.5      |
| 05964       | MAINTENANCE FERTILIZER                  | TON  | 0.3      |
| 05985       | SEEDING AND PROTECTION                  | SQYD | 9,680    |
| 05992       | AGRICULTURAL LIMESTONE                  | TON  | 6        |
| 40030       | TEMPORARY SILT FENCE                    | LF   | 15,201   |
| 01984       | DELINEATOR FOR BARRIER - WHITE          | EACH | 14       |
| 02014       | BARRICADE-TYPE III                      | EACH | 8        |
| 06511       | PAVE STRIPING-TEMP PAINT-6 IN           | LF   | 197,613  |
| 06549       | PAVE STRIPING-TEMP REM TAPE-B           | LF   | 2,250    |
| 06550       | PAVE STRIPING-TEMP REM TAPE-W           | LF   | 1,800    |
| 06551       | PAVE STRIPING-TEMP REM TAPE-Y           | LF   | 1,800    |
| 02650       | MAINTAIN & CONTROL TRAFFIC              | LS   | 1        |
| 02562       | TEMPORARY SIGNS                         | SQFT | 1,200    |
| 02671       | PORTABLE CHANGEABLE MESSAGE SIGN        | EACH | 4        |
| 02775       | ARROW PANEL                             | EACH | 2        |
| 06546       | PAVE STRIPING-THERMO-12 IN W            | LF   | 326      |
| 06547       | PAVE STRIPING-THERMO-12 IN Y            | LF   | 72       |
| 06556       | PAVE STRIPING-DUR TY 1-6 IN W           | ④ LF | 888      |
| 06557       | PAVE STRIPING-DUR TY 1-6 IN Y           | ④ LF | 710      |
| 06568       | PAVE MARKING-THERMO STOP BAR-24IN       | LF   | 644      |
| 06574       | PAVE MARKING-THERMO CURV ARROW          | EACH | 76       |
| 24489EC     | INLAID PAVEMENT MARKER                  | EACH | 967      |
| 25008EC     | PAVE STRIPING-THERMO-6 IN W-WET REFLECT | LF   | 81,299   |
| 25009EC     | PAVE STRIPING-THERMO-6 IN Y-WET REFLECT | LF   | 63,514   |
| 25019EC     | GROOVE FOR PAVE STRIPING - 7 IN         | LF   | 144,813  |
| 26119EC     | INSTALL RADAR PRESENCE DETECTOR TYPE A  | EACH | 10       |
| 26120EC     | INSTALL RADAR PRESENCE DETECTOR TYPE B  | EACH | 6        |
| 02726       | STAKING                                 | LS   | 1        |
| 02568       | MOBILIZATION                            | LS   | 1        |
| 02569       | DEMOBILIZATION                          | LS   | 1        |
| 10020NS     | FUEL ADJUSTMENT                         | DOLL | 34,149   |
| 10030NS     | ASPHALT ADJUSTMENT                      | DOLL | 85,773   |
|             |                                         |      |          |
|             |                                         |      |          |
|             |                                         |      |          |
|             |                                         |      |          |
|             |                                         |      |          |
|             |                                         |      |          |

④ FOR BRIDGE STRIPING

**US 23  
GREENUP COUNTY  
ITEM NO. 9-20026 , PAVEMENT REHABILITATION  
MILEPOINT 22.982 TO 28.727  
PAVING SUMMARY**

PAVING AREAS (SY)

| ITEM                             | TOTAL   | ITEM                                  | TOTAL   |
|----------------------------------|---------|---------------------------------------|---------|
| MAINLINE AND INSIDE SHOULDER     |         | MAINLINE, RAMPS, AND ALL SHOULDERS    |         |
| 1.5" CL3 ASPH SURF 0.38B PG64-22 | 201,414 | 1.5" ASPHALT PAVE MILLING & TEXTURING | 250,769 |
|                                  |         |                                       |         |
| MAINLINE OUTSIDE SHOULDER        |         | SHOULDERS                             |         |
| 1.5" CL2 ASPH SURF 0.38D PG64-22 | 49,355  | ASPHALT SEAL AGGREGATE                | 17,556  |
|                                  |         | ASPHALT SEAL COAT                     | 17,556  |
|                                  |         |                                       |         |
|                                  |         |                                       |         |
|                                  |         |                                       |         |
|                                  |         |                                       |         |
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|                                  |         |                                       |         |
|                                  |         |                                       |         |
|                                  |         |                                       |         |

PAVING SUMMARY

| ITEM CODE | ITEM                                       | UNIT | QUANTITY |
|-----------|--------------------------------------------|------|----------|
| 00001     | DGA BASE (1)                               | TON  | 1,000    |
| 00100     | ASPHALT SEAL AGGREGATE (2)                 | TON  | 352      |
| 00103     | ASPHALT SEAL COAT (3)                      | TON  | 42       |
| 00190     | LEVELING & WEDGING PG64-22 (4)             | TON  | 500      |
| 00214     | CL3 ASPH BASE 1.00D PG64-22 (5)            | TON  | 750      |
| 00301     | CL2 ASPH SURF 0.38D PG64-22 (6)            | TON  | 4,073    |
| 00388     | CL3 ASPH SURF 0.38B PG64-22                | TON  | 16,617   |
| 02676     | MOBILIZATION FOR MILL & TEXT               | LS   | 1        |
| 02677     | ASPHALT PAVE MILLING & TEXTURING (7)       | TON  | 21,596   |
| 20071EC   | JOINT ADHESIVE                             | LF   | 129,328  |
| 24970EC   | ASPHALT MATERIAL FOR TACK NON-TRACKING (8) | TON  | 88       |
| 02696     | SHOULDER RUMBLE STRIPS                     | LF   | 79,900   |
|           |                                            |      | -        |
|           |                                            |      | -        |
|           |                                            |      | -        |

- (1) BASED ON 115 LBS/SY/IN OR 2.07 TONS/CY. INCLUDE 1000 TONS FOR SHOULDER DROP-OFFS AS DIRECTED
- (2) BASED ON COVERAGE OF 50% OF SHOULDERS AND BASED ON 2 APPLICATIONS OF 20 LBS/SY
- (3) BASED ON COVERAGE OF 50% OF SHOULDERS AND BASED ON 2 APPLICATIONS OF 2.4 LBS/SY
- (4) FOR PROFILE CORRECTION AND CROSS SLOPE CORRECTION.

- (5) INCLUDES 750 TONS FOR ASPH. BASE REPAIRS
- (6) 10% ADDED FOR ENTRANCES
- (7) INCLUDES 750 TONS FOR ASPH. BASE REPAIRS AND INCLUDES 157 TONS FOR BRIDGE CLEARANCE
- (8) BASED ON APPLICATION RATE OF 0.70 LBS/SY.

ALL ITEMS CARRIED OVER TO GENERAL SUMMARY  
ASPHALT MIXES CALC. BASED ON 110 LBS/SY/IN



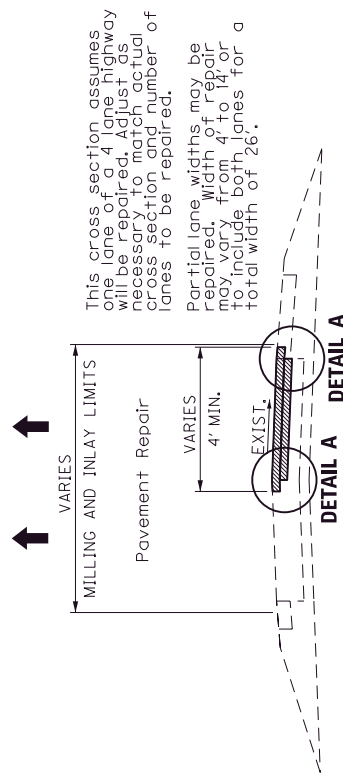




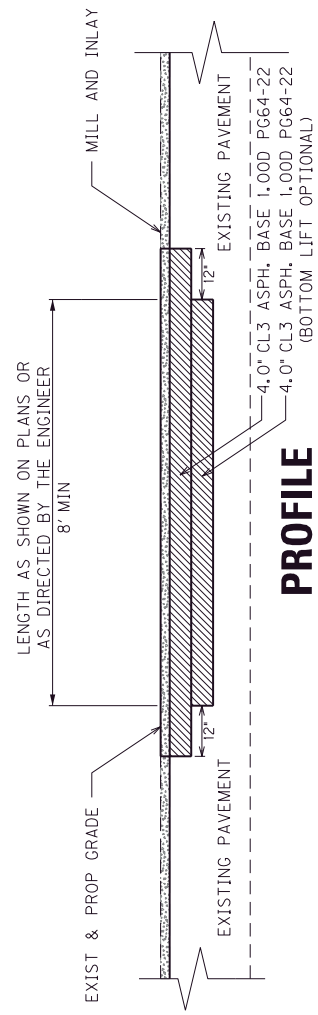
**US 23**

**ASPHALT BASE REPAIR DETAIL**

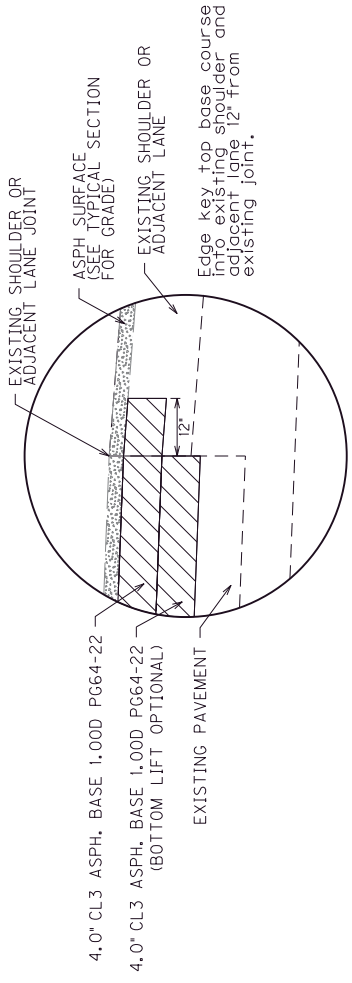
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| County  | Item No. | Sheet      |
| GREENUP | 9-20026  | 0231 (166) |



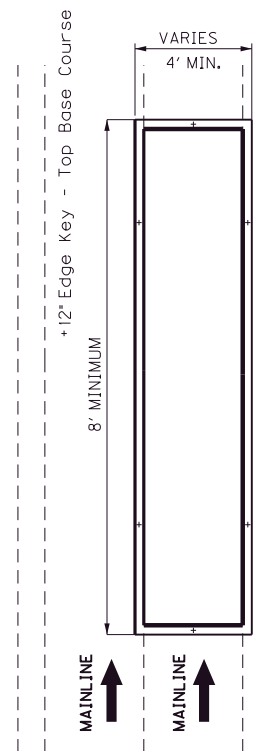
**CROSS SECTION**



**PROFILE**



**PLAN VIEW**



**DETAIL A**

**BID ITEM**

**2677** ASPHALT PAVE MILLING AND TEXTURING  
**214** CL3 ASPH BASE 1,000 PG64-22  
**24970EC** ASPHALT MATERIAL FOR TACK NON-TRACKING T.B.D.

**750 TONS**  
**750 TONS**  
**T.B.D.**

**NOTE:** ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY AND PAVING SUMMARY

• Only items listed will be considered for payment and will considered full compensation for the work required. Any other items of work not listed for payment will be considered incidental to other items of work.

Asph base course class and binder grade to be chosen by designer based on current asphalt wear data's and/or use remaining consistent with mainline asphalt surface used on the project.

NOT TO SCALE

- Caution: Existing concrete pavement may exist below the asphalt pavement.
- Pavement repairs shall be performed at locations selected by and as directed by the Engineer. The Engineer will assess, select, and mark areas for treatment. The engineer will determine whether a full lane width will be removed and replaced or if only partial width will be removed and replaced. The width of repair (per lane) may range from a minimum of 4' wide up to 14' wide (to include the 1' key into shoulder or adjacent lane). The Engineer may elect to perform repairs on one lane or multiple lanes. It is anticipated to only remove and replace one layer of asphalt base, however the Engineer may elect to remove and replace the second lift of base. An edge key 12" into existing pavement is required for the top course of base. For estimate purposes, quantities were estimated based on 4.0" thicknesses and a quantity of 750 tons established to be used at the discretion of the engineer.
- Complete pavement repair operations in one continuous operation or protect with barrier wall. Do not leave an unprotected hole with no workers present. If barrier wall must be used for pavement repairs, it will be considered incidental to other items of work and not be considered for payment.
- Before resurfacing, open repaired area to traffic for a minimum of 7 days. Monitor pavement for settlement during this 7+ days and repair by leveling and wedging, as approved by the Engineer, until placement of final surface course.
- The item ASPHALT PAVE MILLING AND TEXTURING includes removal of all asphalt or concrete pavement to the required depth.
- Perform typical mill and inlay operations with resurfacing items subject to payment as part of the resurfacing operation. Traffic will be permitted to operate on milled surfaces for this project. Perform overall 1/2" milling prior to beginning work on the asphalt base repair. Place base for the proposed base repair even with the adjacent milled surface.

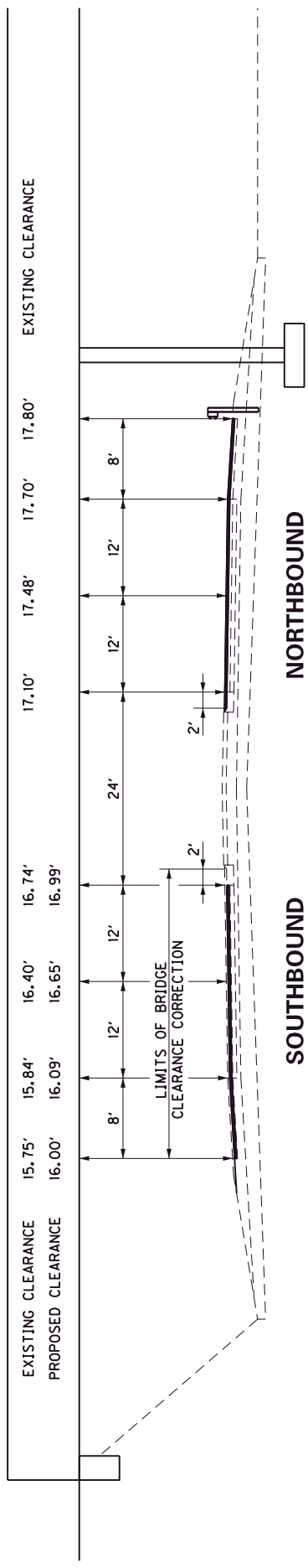
**US 23**  
**ASPHALT BASE REPAIR DETAIL**

|           |          |           |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| GREENUP   | 9-20026  |           |

# EXISTING VERTICAL CLEARANCE DETAIL

## CR 6019 (HIGHLAND AVE) OVERPASS M.P. 26.838

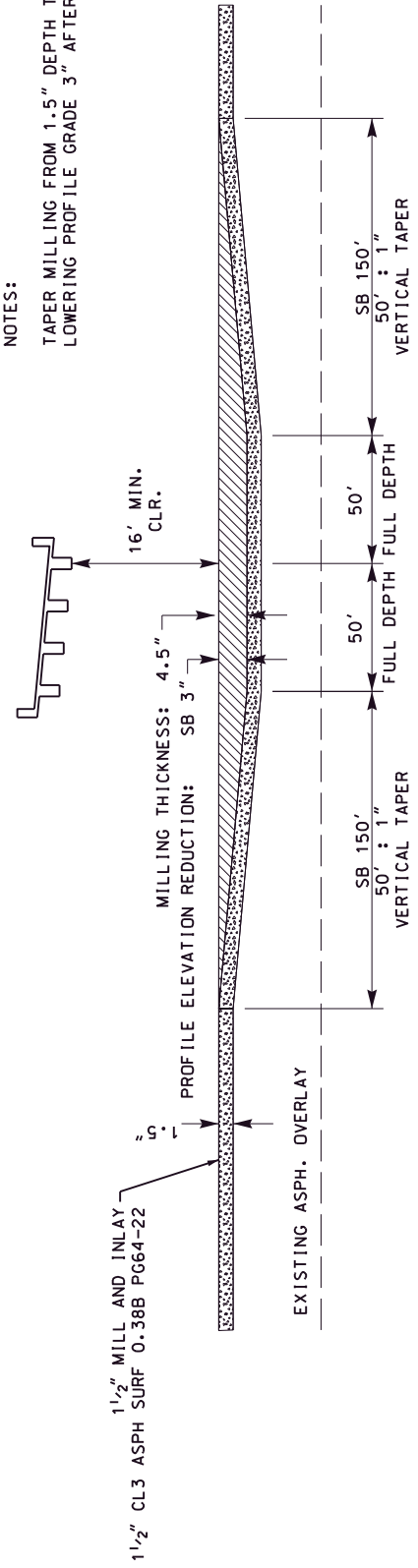
*EXIST. CR 6019 (HIGHLAND AVE) OVER US 23*



### SECTION UNDER BRIDGE

NOTES:

TAPER MILLING FROM 1.5" DEPTH TO 4.5" DEPTH, RESULTING IN LOWERING PROFILE GRADE 3" AFTER PLACEMENT OF FINAL SURFACING.



### VERTICAL PAVEMENT TAPER PROFILE

### QUANTITIES TO BID

2677 ASPHALT PAVE MILLING AND TEXTURING 157 TONS

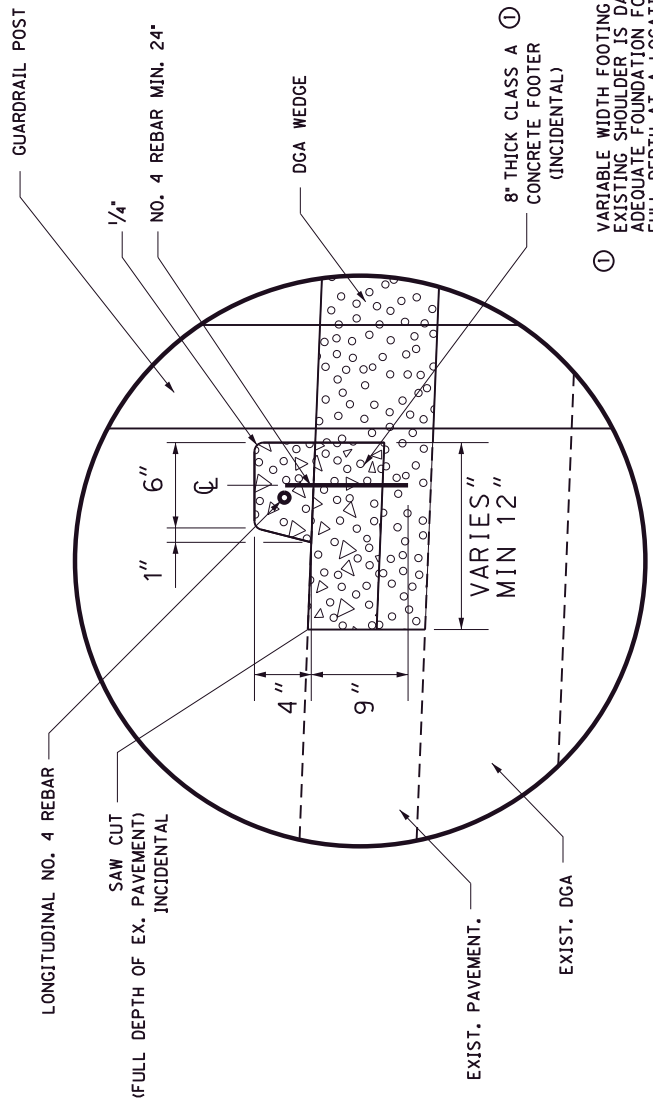
NOTE: ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY AND PAVING SUMMARY

NOT TO SCALE

US 23  
VERTICAL CLEARANCE  
UNDER CR 6019 (HIGHLAND AVE)

|           |          |           |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| GREENUP   | 9-20026  |           |

# CONCRETE WEDGE CURB DETAIL US 23



ALL REINFORCEMENT INCIDENTAL TO CURB PER LINEAR FOOT. PLACE ONE #4 BAR LONGITUDINALLY. PLACE VERTICAL #4 DOWELS ON 24" CENTERS.

DOWELS ARE REQUIRED FOR EITHER INSTALLATION ON EXISTING ASPHALT SHOULDER OR IF PLACED ON CLASS A CONCRETE FOOTING.

① VARIABLE WIDTH FOOTING REQUIRED ONLY FOR AREAS WHERE EXISTING SHOULDER IS DAMAGED AND INCAPABLE OF PROVIDING ADEQUATE FOUNDATION FOR CURB. SAW CUT EXISTING PAVEMENT FULL DEPTH AT A LOCATION REQUIRED TO PROVIDE A NEAT LINE FOR REMOVAL OF FAILED PORTION OF PAVEMENT. PROVIDE DGA BACKFILL AND 8" THICK FOOTING OF CLASS A CONCRETE MATCHING EXISTING SHOULDER SURFACE ELEVATION FOR A PLATFORM FOR CURB PLACEMENT.

SAW CUT, PAVEMENT REMOVAL, AND CLASS A CONCRETE FOOTING WILL BE CONSIDERED INCIDENTAL TO THE PER LINEAR FOOT UNIT PRICE FOR "CONCRETE WEDGE CURB". DGA WILL BE PAID FOR PER THE SPECIFICATIONS.

CONCRETE FOOTING WILL ONLY BE REQUIRED IN LOCATIONS OF SHOULDER DAMAGE RESULTING IN INADEQUATE FOUNDATION FOR CURB. FOR SOUND SHOULDER LOCATIONS, PLACE CURB ON EXISTING ASPHALT SHOULDER PAVEMENT. PLACE 12" DOWELS ON 24" CENTERS INTO EXISTING SHOULDER ASPHALT IF CURB IS PLACED ON EXISTING ASPHALT.

## BID ITEM

| CONCRETE WEDGE CURB           | 1008 LF               |
|-------------------------------|-----------------------|
| REMOVE GUARDRAIL              | SEE GUARDRAIL SUMMARY |
| GUARDRAIL STEEL W BEAM-S FACE | SEE GUARDRAIL SUMMARY |
| FLUME INLET TYPE 2            | LEACH                 |
| CHANNEL LINING CLASS 3        | SEE PIPE SUMMARY      |

## LOCATIONS:

| BEGIN MP | END MP | LENGTH | GUARDRAIL             | CHANNEL LINING   | FLUME            | SEE PIPE SUMMARY |
|----------|--------|--------|-----------------------|------------------|------------------|------------------|
| 23.376   | 23.493 | 62'    | SEE GUARDRAIL SUMMARY | SEE PIPE SUMMARY | FLUME TY 2       | SEE PIPE SUMMARY |
| 24.097   | 24.171 | 38'    | SEE GUARDRAIL SUMMARY | SEE PIPE SUMMARY |                  |                  |
| TOTAL:   |        |        | SEE GUARDRAIL SUMMARY | 1                | SEE PIPE SUMMARY |                  |

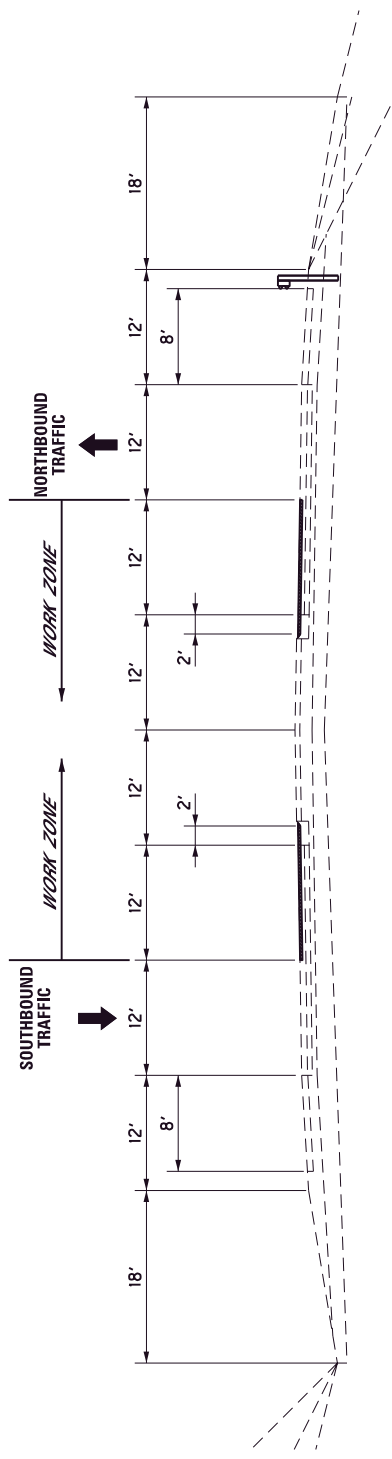
\* (CARRIED ON PIPE SUMMARY)  
 \*\* (CARRIED ON GUARDRAIL SUMMARY)  
 NOT TO SCALE

US 23  
 PAVEMENT REHABILITATION  
 CONC. WEDGE CURB DETAIL

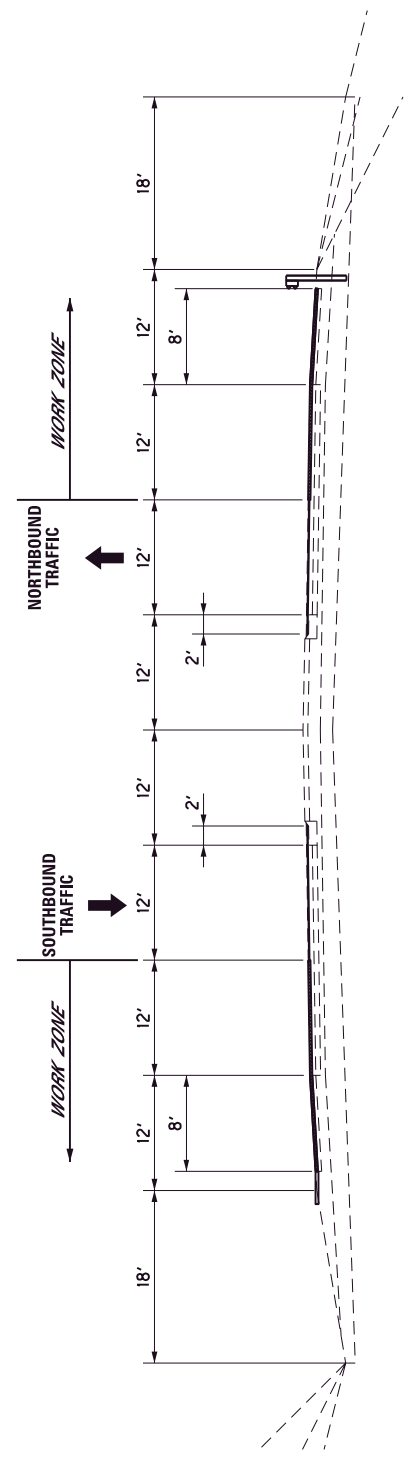
# M.O.T. TYPICAL SECTIONS

## US 23 PHASE II

|         |          |            |
|---------|----------|------------|
| County  | Item No. | Sheet      |
| GREENUP | 9-20026  | 0231 (166) |



MAINLINE PHASE IIA, IIC, IIE, AND IIG



MAINLINE PHASE IIB, IID, IIF, AND IIH

**LEGEND**  
 ——— CONSTRUCT THIS PHASE  
 - - - CONSTRUCTED PREVIOUS PHASE

US 23  
TYPICAL SECTIONS

NOT TO SCALE

**TRAFFIC CONTROL PLAN  
GREENUP COUNTY  
US 23  
NHPP 0231(165)  
FD52 045 0023 023-029  
Item No. 9-20026**

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**THIS PROJECT IS A FULLY  
CONTROLLED ACCESS HIGHWAY**

**TRAFFIC CONTROL GENERAL**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 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". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings. Do NOT use cones for lane closures or shoulder closures.

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. Traffic control devices will conform to current MUTCD.

Reduce the speed limit in work areas to 45 miles per hour. Payment for the signs will be at the unit bid price for Temporary Signs. Any relocation or covering of the signs or operation of flashers will be incidental to "Maintain and Control Traffic", lump sum.

Night work will be allowed on this project. Obtain approval from the Engineer for the method of lighting prior to its use.

## **PROJECT PHASING & CONSTRUCTION PROCEDURES**

No lane closures will be allowed on the project during the following days, except as allowed elsewhere in the proposal, and unless otherwise approved by the Engineer:

|                      |                               |
|----------------------|-------------------------------|
| Independence Day     | July 3, 2021 – July 5, 2021   |
| Labor Day            | Sept. 4, 2021 – Sept 6, 2021  |
| Thanksgiving Weekend | Nov. 25, 2021 – Nov. 28, 2021 |
| Christmas            | Dec. 24, 2021 – Dec. 26, 2021 |
| New Years            | Dec. 31, 2021 – Jan 2, 2022   |

## **ASPHALT BASE REPAIR LOCATIONS**

A quantity of asphalt base repairs has been established to repair deteriorated pavement found at a depth below the level of the asphalt surface. The Engineer will determine the exact location at the time of construction. Once removal of pavement at a particular repair location has begun, the contractor shall work continuously to complete the work required to bring the pavement even with the existing surface grade. Type III Barricades shall be placed immediately in front of pavement removal areas.

The contractor must notify the Engineer at least seven (7) days prior to the beginning of each construction phase in either direction.

## **SHOULDER PREPARATION AND RESTORATION**

It is not anticipated or intended that shoulders will be used for temporary roadways for maintenance of traffic, however, wide loads may need to use the shoulders and traffic may tend to shy away from work in the adjacent lane and onto the shoulders. Shoulder conditions should be monitored and repairs made as necessary if damage develops.

The clear lane width will be 12 feet, (10' when work is in progress); however, make provisions for the passage of wide loads up to 16'. Use a lane closure all times when work is performed in the lane or adjacent shoulder. Shoulders used as temporary roadways will be inspected by the Engineer and if deemed necessary by the Engineer, repaired with asphalt mixture for leveling & wedging as directed prior to opening to traffic. Perform any maintenance of the shoulder as deemed necessary by the Engineer in order to maintain traffic. Remove failed materials and perform additional patching as directed by the Engineer prior to using the shoulder as a travel lane. Patch and remove any foreign debris on the shoulders as directed by the Engineer. No additional measurement or payment will be made for maintenance or repairs to shoulders used for temporary travel lanes and will be considered incidental to "Maintain and Control Traffic".

## **Project Phasing:**

In order to limit lane closure lengths, limit exposure of new asphalt pavement to construction traffic, and reduce the time traffic will be required to travel on milled surfaces, the project will be split into a northern segment from MP 26.3 (bridge over Tygarts Creek) to the end of the project, and a southern segment from the project beginning to MP 26.3. Paving operations will be isolated to the northern segment until completed. Paving operations of the southern segment will commence after completion of the northern segment.

### **PHASE I**

Using lane closures, either inside lane or outside lane as necessary, complete all items of work except milling, paving, final pavement markings and guardrail replacement. Items of work should include but not be limited to Ditching and Shouldering, drainage repairs, erosion control repairs and any other repairs that should be performed prior to placement of the final surfacing course.

### **PHASE IIA**

Reduce traffic to one lane closing the inside lanes from MP 26.3 to MP 28.8. Perform milling of the inside lanes, inside turn lanes and inside shoulder, both northbound and southbound for the entire sections. After completion of the typical 1 ½" milling, the engineer will inspect and designate areas to conduct asphalt base repairs. Complete the asphalt base repairs for the inside lanes both northbound and southbound.

### **PHASE IIB**

Open traffic in the inside lanes and reduce traffic to one lane closing the outside lanes from MP 26.3 to MP 28.8. Perform milling of the outside lanes, outside turn lanes and outside shoulders, both northbound and southbound for the entire sections. After completion of the typical 1 ½" milling, the engineer will inspect and designate areas to conduct asphalt base repairs. Complete the asphalt base repairs for the outside lanes both northbound and southbound.

### **PHASE IIC**

Open traffic in the outside lane and reduce traffic to one lane closing the inside lanes from MP 26.3 to MP 28.8. Place leveling and wedging and final asphalt surfacing on the inside lanes, inside turn lanes and inside shoulders, both northbound and southbound for the entire section.

### **PHASE IID**

Open traffic in the inside lanes and reduce traffic to one lane closing the outside lanes from MP 26.3 to MP 28.8. Place leveling and wedging and final asphalt surfacing on the outside lanes, outside turn lanes and outside shoulders, both northbound and southbound for the entire section.

Apply either temporary striping or permanent striping for the northern portion of the project and open traffic to all four lanes.

### **PHASE IIE**

Reduce traffic to one lane closing the inside lanes from MP 23 to MP 26.3. Perform milling of the inside lanes, inside turn lanes and inside shoulder, both northbound and southbound for the entire sections. After completion of the typical 1 ½" milling, the engineer will inspect and designate areas to conduct asphalt base repairs. Complete the asphalt base repairs for the inside lanes both northbound and southbound.

### **PHASE IIF**

Open traffic in the inside lanes and reduce traffic to one lane closing the outside lanes from MP 23 to MP 26.3. Perform milling of the outside lanes, outside turn lanes and outside shoulders, both northbound and southbound for the entire sections. After completion of the typical 1 ½" milling, the engineer will inspect and designate areas to conduct asphalt base repairs. Complete the asphalt base repairs for the outside lanes both northbound and southbound.

### **PHASE IIG**

Open traffic in the outside lane and reduce traffic to one lane closing the inside lanes from MP 23 to MP 26.3. Place leveling and wedging and final asphalt surfacing on the inside lanes, inside turn lanes and inside shoulders, both northbound and southbound for the entire section.

### **PHASE IIH**

Open traffic in the inside lanes and reduce traffic to one lane closing the outside lanes from MP 23 to MP 26.3. Place leveling and wedging and final asphalt surfacing on the outside lanes, outside turn lanes and outside shoulders, both northbound and southbound for the entire section.

Apply either temporary striping or permanent striping for the southern portion of the project and open traffic to all four lanes.

### **PHASE III**

In this phase, close the outside lane using local lane closures in the vicinity of the work zone. Remove existing guardrail, regrade shoulders, perform shoulder erosion repairs, place wedge curb, and apply DGA Base as directed by the engineer prior to placement of new guardrail, and at various locations throughout the project to mitigate pavement edge drop-offs. Apply Asphalt Seal Coat and place new guardrail.



## **PHASE IV**

Using alternating lane closures, complete any remaining items of work, including, but not limited to any remaining pavement markings, rumble strips, punch list work and final cleanup and seeding.

**NOTE on Asphalt Base Repair:** Once the pavement in these areas has been removed, the contractor must work continuously until the pavement has been replaced even with the existing adjacent lane. The Engineer may restrict the number of locations being repaired at the same time. Traffic will be required to run on asphalt base repairs for a minimum of 7 days prior to placement of the final surfacing.

**NOTE – WIDE LOADS:** Make provisions for wide loads up to 16 feet wide to pass when necessary.

**NOTE - MILLED SURFACES:** The contractor will be required to begin final surfacing operations on a given section of milled pavement within seven days of completion of the milling on that milled section of pavement. For instance, for the area of pavement milled in Phase IIA, paving operations described in Phase IIC must commence within seven days of completion of Phase IIA milling.

## **LANE CLOSURES**

Contrary to Section 112.04.17, Lane closures, whether long term or short term, will not be measured for payment and will be incidental to the bid item “Maintain and Control Traffic”. Lane closures must be installed on both inside lanes while work is being performed in the common median.

Remove lane closures and restore traffic to two lanes on the mainline for any period of time that no work will be performed requiring a lane closure.

Lane closures shall not exceed 3.5 miles in length.

Lane closures shall not be in place during times restricted in the “PROJECT PHASING AND CONSTRUCTION PROCEDURES” above except as described in this section:

No lane closures will be allowed during restricted holiday and event dates and times listed above except in case of a bona fide emergency as determined by the engineer.

## **GUARDRAIL**

Guardrail may be removed and later reinstalled at the contractor’s expense to access the work areas for Phase I activities. Reinstall guardrail that has been temporarily removed for access within 14 days of completion of the activity necessitating the guardrail removal.

Guardrail scheduled for repairs, replacement, or replacement due to wedge curb construction is to be removed after completion of the final surfacing. Limit the duration that guardrail is not present as much as is practical. Complete all wedge curb, shoulder grading, and seal coat and begin reinstallation of all guardrail that has been removed for Phase III activities within 14 days of removal of the guardrail.

A lane closure or shoulder closure will be required at all times guardrail is not in place. All blunt ends will be eliminated by removal of additional posts and pinning the blunt end to the ground and covering the end with soil or DGA. Maintain drums at 20' spacing in any area in which guardrail has been removed until such time it is replaced.

## **SIGNS**

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD, KEEP LEFT/RIGHT. Signage for reduced speed limits will be furnished, relocated, and maintained by the Contractor.

Contrary to section 112, individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed and relocated during the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

A quantity of signs has been included for "Roadwork Ahead" signs on approaches.

## **FLASHING ARROWS**

Flashing arrows will be paid for once, regardless of how many times they are moved or relocated. The Department **WILL NOT** take possession of the flashing arrows upon completion of the work.

## **PORTABLE CHANGEABLE MESSAGE SIGNS**

Provide portable changeable message signs (PCMS) in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions, or if more than one lane closure is in place in the same direction of travel, provide additional PCMS. Place PCMS one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional PCMS so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are moved or relocated. The Department **WILL NOT** take possession of the signs upon completion of the work.

## PAVEMENT MARKINGS

Remove or cover the lenses of pavement markers that do not conform to the traffic control scheme in use, or as directed by the Engineer. Replace or uncover lenses before a closed lane is reopened to traffic. No direct payment will be made for removing or covering and uncovering the lenses, but will be incidental to "Maintain and Control Traffic," lump sum.

Place temporary and permanent striping in accordance with Section 112 and Section 714, except that:

1. Temporary striping will be 6" in width.
2. Edge lines will be required for temporary striping during the lane closures.
3. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic

Should the Contractor change the existing striping pattern, the Contractor is to restripe the roadway back to its original configuration at his own expense if no work is anticipated for a period of time (i.e. Winter shutdown).

## PAVEMENT EDGE DROP-OFFS

Pavement edge drop-offs will be protected by a lane or shoulder closure. Lane closures will be protected with plastic drums, vertical panels, or barricades as shown on the Standard Drawings.

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

Less than 2" – Protect with a lane closure.

2" to 4" – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Cones may not be used in place of plastic drums, panels, and barricades at any time. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place.

Greater than 4" - Positive separation or Wedge with 3:1 or flatter slope required. If there is 8 feet or more distance between the edge of pavement and drop-off, bridge panels will be placed at 20 feet throughout the dropoff area. Also, barrels will be placed every 20 feet throughout the drop-off area. Payment for CSB or DGA used for wedging will be allowed.

Temporary Conditions, Asphalt Base Repair areas – In areas where pavement is to be removed, work should proceed continuously so that traffic is exposed to a drop-off for the minimum amount of time necessary to bring the pavement back up to existing grade. Barrel spacing should be 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations. Place Type III Barricades immediately in advance of each Asphalt Base Repair location.

## **TRAFFIC COORDINATOR**

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must meet the requirements of section 112.03.12 of the Standard Specifications. The Traffic Coordinator will inspect the project maintenance of traffic once every two hours during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate portable changeable message boards as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

This project is designated a "Significant Project" and subject to the requirements of section 112.03.12 of the specification for projects of that designation.

## **COORDINATION OF WORK**

The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will 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.

Coordinate with and keep the Tennessee Department of Transportation advised of any activities that may affect traffic near the Tennessee state line.

## **CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' VEHICLES**

Do not use or allow employees to use median crossovers at any time. The Department will not allow use of median crossovers for contractor's vehicles by use of inside lane closures on this project. In all phases of construction, change vehicular direction of travel only at interchanges.

## **WIDE LOADS**

Wide load detours will not be established on this project. Provide for passage of wide loads up to 16 feet. Wide loads may use a portion of the shoulder to allow for passage. Temporarily shift traffic drums to allow for passage of wide loads when necessary.

**US 23  
Greenup County  
NHPP 0231(165)  
FD52 045 0023 023-029  
Item No. 9-20026  
MP 22.982 TO MP 28.727**

**THIS PROJECT IS A PARTIAL  
CONTROLLED ACCESS HIGHWAY**

## **I. DESCRIPTION**

Perform all work in accordance with the Department's 2019 Standard Specifications, Supplemental Specifications, Applicable Special Provisions, and Applicable Standard and Sepia Drawings, except as hereafter specified. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

(1) Maintain and Control Traffic; (2) Drainage structure work; (3) Asphalt Base Repairs (4) Guardrail Repairs (5) Asphalt Pavement and Milling and Texturing; (6) Pavement Markers and Markings; (7) Erosion Repairs and Grading Slopes (8) All other work specified as part of this contract.

## **II. MATERIALS**

Except as specified in these notes or on the drawings, all materials will be according to the Standard Specifications and applicable Special Provisions and Special Notes. The Department will sample and test all materials according to Department's Sampling Manual and the Contractor will have the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these notes.

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Pavement Markings -6 inch Wet Reflective Thermo.** See Special Note for Grooved All Weather Pavement Marking.
- C. **Channel Lining Class II & III.** Channel lining will be limestone and is to be placed at pipe outlets, ditch repair and eroded locations as directed by the Engineer.
- D. **Joint Adhesive.** See "Special Note for Longitudinal Pavement Joint Adhesive"

- E. **HMA Electronic Delivery Management System.** See “Special Note for HMA Electronic Delivery Management System”.
- F. **Guardrail Posts.** Contrary to the Standard Drawings, use 7’ posts for all new guardrail posts to be installed on the project.

### III. CONSTRUCTION METHODS

- A. **Maintain and Control Traffic.** See Traffic Control Plan. Use waterblasting methods only for striping removal when necessary in lieu of abrasive or other methods.
- B. **Site Preparation.** Be responsible for all site preparation. Do not disturb existing signs. This item will include, but is not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. Site preparation will be only as approved or directed by the Engineer.
- C. **Disposal of Waste.** Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor. The contractor will be responsible for obtaining any necessary permits for this work. Temporary openings in the right of way fence for direct access to waste sites off the right of way or for access to other public roads will not be allowed. No separate payment will be made for obtaining the necessary permits, but will be incidental to the other items of the work. Disposal of existing cuttings and brush shall adhere to Section 202 of the current Standard Specifications.
- D. **Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, completely remove all debris from the job site. Perform Class A Final Dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. I and use erosion control blanket in lieu of “Seeding and Protection” in all seeding applications except use seeding and protection for permanent erosion control as directed by the engineer. Install erosion control blanket in all ditching areas not receiving aggregate channel lining.
- E. **Guardrail.** Remove guardrail where necessary to perform erosion repairs, wedge curb installation, or other activities necessary requiring removal of guardrail for access. Replace guardrail as soon as practical at the conclusion of the work requiring the removal of the guardrail.

Except as noted, or as discovered in the field as necessary, only replace the damaged rail segments and segments deemed non-standard and as listed in the guardrail summary.

F. **Pavement Striping and Inlaid Pavement Markers.** Permanent striping will be in accordance with Section 112 for temporary striping, and Section 714 for Thermoplastic Markings and see Special Note for Grooved All Weather Pavement Marking., except that:

- (1). Striping will be 6" in width, Island edgelines will be 12" in width, Pedestrian crosswalk will be 12" in width, and Stop Bars will be 24" in width.
- (2). Permanent striping or temporary striping will be in place before a lane is opened to traffic.
- (3). Permanent Pavement Markers shall be installed per Standard Drawings TPM-100-03 (Arrangement B), TPM-140-04, TPM-203, TPM-205, TPM-206, and TPM-207.

G. **On-Site Inspection.** In accordance with section 102.06, each Contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

H. **Caution:** Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information above.

I. **Utility Clearance.** It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

**ATTENTION:** The contractor is responsible to obtain an accurate location of all utilities prior to beginning excavation operations and take all precautions to not damage any existing utilities. The contractor will be responsible for any resulting damage to any utilities and responsible for repairs at his own expense.

J. **Joint Adhesive.** See "Special Note for Longitudinal Pavement Joint Adhesive".

K. **Asphalt Base Repairs.** See Asphalt Base Repair Detail. A quantity of milling and texturing and asphalt base has been established to be used at the direction of the engineer to address failures and will be identified for repairs by the engineer prior to placement of the final asphalt surface course.

- L. **HMA Electronic Delivery Management System.** See “Special Note for HMA Electronic Delivery Management System”. See Construction Memo (CM) 20-01. In accordance with CM 20-01, paper tickets will not be accepted for all materials paid by weight and subject to the requirements of Section 109.01 of the Specifications, including but not limited to Hot Mix Asphalt, Crushed Aggregates and Stone Base, Channel Lining, Agricultural Limestone, and Tack Oil. The contractor will propose a method of ticket delivery meeting the requirements of CM 20-01 at the preconstruction meeting for approval. Acceptable methods for providing weight tickets and weigh sheets will include Electronic Ticketing (HMA Electronic Delivery Management System, subject to modifications provided for in CM 20-01), Picture/Email as described in CM 20-01, and PDF Daily Summary as described in CM 20-01.
  
- M. **Asphalt Pave Milling & Texturing.** See Special Note for Asphalt Milling and Texturing.

#### IV. METHOD OF MEASUREMENT

- A. **Maintain and Control Traffic.** See Traffic Control Plan. Only the bid items listed will be measured for payment. No measurement or payment for striping removal or removal or covering of existing pavement marker lenses will be made and will be considered incidental to “Maintain and Control Traffic”. Maintenance and repairs of damages to shoulders used as temporary travel lanes caused by the application of traffic, will be considered incidental to “Maintain and Control Traffic” with no separate measurement or payment.
  
- B. **Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment, but will be incidental to the other items of work.
  
- C. **Erosion Control.** Erosion control items will be measured and paid in accordance with the Standard Specifications for Road and Bridge Construction. No direct measurement for seeding in locations that erosion control blanket is used will be made as the seeding is incidental to the erosion control blanket in accordance with the specifications.
  
- D. **Joint Adhesive.** See “Special Note for Longitudinal Pavement Joint Adhesive”.
  
- E. **Pavement Markers Removal.** No direct payment will be made for the removal of the existing pavement markers prior to the milling operation and shall be considered incidental to milling and texturing.
  
- F. **HMA Electronic Delivery Management System.** See “Special Note for HMA Electronic Delivery Management System” and Construction Memo 20-01. No measurement will be made for any method of providing weight tickets and weigh sheets.



- G. **Pavement Markings -6 inch Wet Reflective Thermo.** See Special Note for Grooved All Weather Pavement Marking.
- H. **Temporary Striping.** No direct measurement or payment will be made for temporary striping placed on final asphalt surface courses if used as an interim marking and prior to placement of the final pavement markings.

## V. BASIS OF PAYMENT

No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs damaged by the Contractor will be replaced by the Contractor at his expense. Payment will be made in accordance with the KYTC Standard Specifications, current edition with supplemental specifications and current Standard Drawings unless otherwise specified herein.

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Site Preparation.** Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.
- C. **Pavement Marker Removal.** No direct payment will be made for the removal of the existing pavement markers prior to the milling operation and shall be considered incidental to milling and texturing.
- D. **Lane Closures.** Contrary to Section 112, lane closures will not be measured for payment but will be incidental to the bid item "Maintain and Control Traffic". Arrow boards, portable message boards, and signs shall be paid for one time regardless of how many times they are moved.
- E. **Ditching and Shouldering.** In accordance with Section 209 of the Standard Specifications, the bid item "Ditching and shouldering" includes ditching on both sides of the roadway and the median for the entire length of the project. Cleaning of all drainage structures, including perforated pipe headwalls and pipe structures 36 inches in diameter or less is also included in this bid item. In addition to Section 209.04.06 shouldering shall include all materials required to complete any shoulder repairs prior to wedge curb installation except the bid items listed for payment on the wedge curb detail. Approximate locations for wedge curb installation is shown on the detail.
- F. **Waterblasting Striping Removal.** Waterblasting Striping Removal will be required for all striping removal applications and will be considered incidental to "Maintain and Control Traffic".
- G. **Joint Adhesive.** See "Special Note for Longitudinal Pavement Joint Adhesive"
- H. **Asphalt Base Repair.** See Asphalt Base Repair detail.

- I. **HMA Electronic Delivery Management System.** See “Special Note for HMA Electronic Delivery Management System” and Construction Memo 20-01. No direct payment will be made for weighing of materials or providing weight tickets, weigh sheets, or other related documents, regardless of the system used.
- J. **Pavement Markings -6 inch Wet Reflective Thermo.** See Special Note for Grooved All Weather Pavement Marking.
- K. **Temporary Striping.** No direct measurement or payment will be made for temporary striping placed on final asphalt surface courses if used as an interim marking and prior to placement of the final pavement markings.
- L. **Roadway Excavation, Borrow Excavation and Embankment in Place.** No direct measurement or payment will be made for any excavation, borrow, or embankment required to complete any item of work on this contract. Excavation or embankment necessary to install wedge curb, complete other drainage repairs, or other items of work will be considered incidental to the item of work.

**US 23  
Greenup County  
NHPP 0231(165)  
FD52 045 0023 023-029  
Item No. 9-20026**

**MP 22.982 TO MP 28.727**

This project is intended to provide a thin mill and inlay to provide a new mainline riding surface through the length of the project. Mainline pavement will be milled and inlaid and will include mill and inlay of the entire width of both shoulders.

1. The dimensions shown on the typical section for pavement and shoulder widths and thickness are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless otherwise specified in the Proposal.
2. The contractor is to be advised of the locations of overhead utility wires on the project. The following locations are approximate:

Mainline

|            |            |            |            |            |
|------------|------------|------------|------------|------------|
| Mile 23.07 | Mile 24.87 | Mile 25.80 | Mile 26.68 | Mile 28.32 |
| Mile 23.32 | Mile 25.04 | Mile 25.87 | Mile 26.73 | Mile 28.72 |
| Mile 23.45 | Mile 25.11 | Mile 25.94 | Mile 26.74 | Mile 28.78 |
| Mile 23.70 | Mile 25.25 | Mile 25.94 | Mile 26.93 | Mile 28.80 |
| Mile 23.73 | Mile 25.38 | Mile 26.05 | Mile 26.93 |            |
| Mile 23.84 | Mile 25.45 | Mile 26.06 | Mile 26.95 |            |
| Mile 24.07 | Mile 25.49 | Mile 26.07 | Mile 26.96 |            |
| Mile 24.18 | Mile 25.53 | Mile 24.20 | Mile 26.96 |            |
| Mile 24.60 | Mile 25.53 | Mile 26.40 | Mile 27.18 |            |
| Mile 24.86 | Mile 25.63 | Mile 26.62 | Mile 27.65 |            |

Approaches

|                    |                   |                   |
|--------------------|-------------------|-------------------|
| Mile 24.08 100' Lt | Mile 25.25 89' Lt | Mile 26.73 67' Lt |
| Mile 24.08 131' Rt | Mile 25.38 90' Lt | Mile 26.94 39' Lt |
| Mile 24.44 102' Lt | Mile 25.53 73' Lt | Mile 26.94 39' Rt |
| Mile 24.86 92' Lt  | Mile 25.56 77' Lt | Mile 26.94 69' Rt |
| Mile 24.86 121' Rt | Mile 25.63 82' Lt |                   |
| Mile 25.10 83' Lt  | Mile 26.06 64' Rt |                   |

**CAUTION:** Other overhead utility locations may exist. These and all other utilities should be avoided on this project. If any utility is impacted, it will be the contractor's responsibility to contact the affected utility and cover any costs associated with the impact.

3. The contractor is advised that the planned locations of work established by

milepoints are referenced from the Kentucky Transportation Cabinet's Official Route Log. The existing reference markers may not correspond to the established work locations.

4. Quantities of guardrail removal and installation of new guardrail have been established for areas requiring removal for access for shoulder erosion repair work, cross slope repair, and replacement of existing non-standard guardrail, etc. The contractor will place traffic drums on 20' spacing in the areas and pin down exposed blunt ends until such time that guardrail is re-established. Either a lane closure or shoulder closure shall be in place at any time that a section of guardrail is not in place. If the contractor chooses to remove guardrail for access to other areas of work, such as drainage structure work, etc., removal and reinstallation of guardrail for those access points will be at the contractor's expense and all temporary measures required for removal and replacement will be met.

Fill holes from post removal with DGA Base prior to installation of new guardrail. Reshape and grade and apply DGA Base, and 2 applications of Asphalt Seal Coat prior to installation of new guardrail.

5. The Contractor shall deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd in Frankfort, KY. Contact Section Supervisor at (502) 564-8187 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 3:30PM, Monday through Friday. There is a Guardrail Delivery Verification Sheet which must be completed and signed by the Contractor, Engineer and a representative of the Central Sign Shop and Recycle Center. A copy of this sheet is included elsewhere in the proposal.
6. The speed limit on the project will be reduced to 45 mph while lane closures are in place. Any time work is suspended (i.e. winter shutdown) the speed limit will revert back to 55 mph.
7. Failing wedge curb exists on the project. Replace failing wedge curb with concrete curb in accordance with the Concrete Wedge Curb Detail. Regrade any eroded areas and place DGA base as needed to restore the shoulder. Construct flumes where indicated and construct a channel lined ditch to accept water from the flume to the extent directed by the engineer. All grading, regrading of slopes and shoulder, and ditch excavation will be considered incidental to other items in the contract.
8. The existing paved median U-turns and all turn lanes within the project limits will be resurfaced.
9. Quantities of Channel Lining Class III have been included to be used in eroded areas around pipe inlet/outlets or in ditches to be repaired as directed and/or approved by the Engineer. The actual limits of the channel lining will be as

directed and/or approved by the Engineer. Geotextile Fabric Class 2, as outlined in Section 214 of the Standard Specifications, will not be measured for payment and will be considered incidental to channel lining.

10. The contractor is to take care not to damage any existing roadway signs. Any roadway signs that are damaged during construction are to be replaced at the contractor's expense in accordance with section 105.08 of the standard specifications. Any signs encountered that requires removal to perform the work must be stored in a covered building, protected from damage and reinstalled after completion of the work. Removal and re-installation of the signs will be considered incidental to other items of work.
11. The cleaning of existing pipe culvert inlets and outlets 36 inches or less in diameter are incidental to the bid item for "Ditching and Shouldering" in accordance with Section 209 of the 2019 Edition of the Standard Specifications for Road and Bridge Construction. This includes the cleaning of existing perforated pipe headwalls. Cleaning of all drainage structures and perforated pipe headwalls will be required whether or not they are identified on the plan sheets. Locations of existing drainage structures and perforated pipe headwalls are for informational purposes only and are not to be considered to consist of all possible structures. Reinstall any existing grates that are present but not in place on the drainage structure, incidental to "Ditching and Shouldering". A quantity of "Replace Grate" has been established to replace damaged grates or install new grates where missing. Confirm the type of grate needed prior to ordering materials.

Clipping back of sod and debris on the outside of the paved shoulders, reshaping and disposal of waste, including removal of any debris and sod under the existing guardrail (whether the guardrail is replaced or not) will also be required and considered incidental to "Ditching and Shouldering".

12. Areas established as asphalt base repair locations will be repaired as directed by the Engineer. After the contractor has closed the roadway the Engineer will mark the areas to be repaired. The engineer reserves the right to increase, decrease, or eliminate this item of work based on the field conditions encountered.
13. Any excavation, embankment and backfill for drainage repairs is incidental to the respective bid item. The contractor may borrow soil at the local installation area if available, provided final dressing and seeding of all disturbance is performed.
14. Quantities of Asphalt Seal Coat and Seal Aggregate, and DGA base have been established to wedge and eliminate greater than 1 inch drop offs. Due to the inconsistent nature of the slopes outside the paved shoulder, and due to the existence of existing guardrail, application of asphalt seal coat will not be practical in all locations. The intent is to provide a DGA wedge to eliminate dropoff situations and to re-establish the typical stone shoulder width where needed and where practical to do so.

15. Coordinate activities of any adjacent contracts with this contract. The engineer will decide the relative priority concerning phasing and maintenance of traffic when conflicts arise with projects in close proximity with this project.
16. The item "Clean Culvert" will include removal of all silt and other debris from the flowline of the existing culvert, and including approximately 25' on the inlet and outlet ends of the existing stream bed.
17. Protect and avoid any signalization and lighting equipment within the project limits that is not scheduled for replacement as part of this project. The contractor will be responsible for the cost of any repairs necessary caused by the contractor's operations.
18. Traffic signal detection will be replaced on this contract. Detection loops will be replaced with radar presence detectors to be installed by the contractor. A quantity of detectors has been established for replacement of equipment at Bulldog Lane, Main Street, and KY8 intersections. Contact District 9 Traffic a minimum of 2 weeks in advance of installation to verify the quantity, location and type of detectors to be installed at each intersection and to ensure availability of materials. See Special Note for Install Radar Presence Detectors (Type A&B).
19. NOTICE: Railroad right of way exists adjacent the KYTC right of way. Some highway drainage connects to drainage structures passing through railroad right of way. Do not enter railroad right of way for any operation of work on this project.
20. A separate concrete intersection inlay project is scheduled to be performed within the limits of this project for the main street intersection. Coordinate activities of this project with the activities of the concrete intersection project. Omit resurfacing activities in the limits of the concrete intersection.

## REFERENCES

1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2019.
2. FHWA Manual on Uniform Traffic Control Devices 2009 Edition.
3. Kentucky Department of Highways Standard Drawings, Current Edition, as applicable:

|            |                                                        |
|------------|--------------------------------------------------------|
| RBI-001-12 | TYPICAL GUARDRAIL INSTALLATIONS                        |
| RBI-002-07 | TYPICAL GUARDRAIL INSTALLATIONS                        |
| RBI-003-09 | TYPICAL INSTALLATION FOR GUARDRAIL END TREATMENT TY 2A |
| RBI-004-06 | INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1         |
| RBI-005-08 | GUARDRAIL INSTALLATION AT BRIDGE COLUMNS               |
| RBR-001-13 | STEEL BEAM GUARDRAIL ("W" BEAM)                        |
| RBR-005-11 | GUARDRAIL COMPONENTS                                   |
| RBR-010-06 | GUARDRAIL TERMINAL SECTIONS                            |
| RBR-015-06 | STEEL GUARDRAIL POSTS                                  |
| RBR-018    | GUARDRAIL SYSTEM TRANSITION                            |
| RBR-025-06 | GUARDRAIL END TREATMENT TYPE 2A                        |
| RBR-035-12 | GUARDRAIL END TREATMENT TYPE 4A                        |
| RBR-055-01 | DELINEATORS FOR GUARDRAIL                              |
| RBR-060    | DELINEATORS AT NARROW SHOULDER BRIDGES                 |
| RBR-100-07 | STEEL BEAM GUARDRAIL (THRIE BEAM)                      |
| RDB-005-09 | DROP BO INLET TYPE 5A-5B-5C-5D-5E & 5F                 |
| RDB-101-05 | GRATES FOR SLOPED BO OUTLET TYPE 1                     |
| RDB-106-05 | GRATES FOR SLOPED AND FLARED BO<br>INLET-OUTLET        |
| RDD-021-07 | FLUME INLET TYPE 2                                     |
| RDD-040-05 | CHANNEL LINING CLASS II AND III                        |
| RDI-040-01 | EROSION CONTROL BLANKET SLOPE INSTALLATION             |
| RDI-041-01 | EROSION CONTROL BLANKET CHANNEL INSTALLATION           |
| RD -160-06 | SECURITY DEVICES FOR FRAMES, GRATES AND LIDS           |
| RD -210-03 | TEMPORARY SILT FENCE                                   |
| RD -220-05 | SILT TRAP - TYPE A                                     |
| RD -225-01 | SILT TRAP - TYPE B                                     |
| RD -230-01 | SILT TRAP - TYPE C                                     |
| RGS-002-06 | SUPERELEVATION FOR MULTI-LANE PAVEMENT                 |
| RG -001-06 | MISCELLANEOUS STANDARDS                                |
| RG -010-04 | TYPICAL EMBANKMENT FOUNDATION BENCHES                  |
| RPM-110-07 | APPROACHES, ENTRANCES AND MAILBO TURNOUTS              |
| TPM-100-03 | PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS       |
| TPM-203    | TYPICAL MARKINGS AT SIGNALI ED INTERSECTIONS           |
| TPM-205    | TYPICAL MARKINGS FOR ISLANDS AND MEDIANS               |
| TPM-206    | TYPICAL MARKINGS FOR TURN LANES                        |
| TPM-207    | TYPICAL MARKINGS FOR TURN LANES                        |
| TPR-115    | SHOULDER & EDGELINE RUMBLE STRIP PLACEMENT DETAILS     |
| TPR-130    | RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS               |
| TTC-115-04 | LANE CLOSURE MULTI-LANE HIGHWAY CASE I                 |
| TTC-135-03 | SHOULDER CLOSURE                                       |
| TTD-125-03 | PAVEMENT CONDITION WARNING SIGNS                       |

TTD-130                    SPEED ONE SIGNING FOR WORK ONES  
TTS-110-02                MOBILE OPERATION FOR PAINT STRIPING CASE III  
TTS-115-02                MOBILE OPERATION FOR PAINT STRIPING CASE IV  
TTS-120-02                MOBILE OPERATION FOR DURABLE STRIPING CASE 1

4.        Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2019, Including - Supplemental Specifications, as applicable:

Special Note                Typical Section Dimensions *attached*  
Special Note                Portable Changeable Message Signs *attached*  
Special Note                Before You Dig *attached*  
Special Note                Fixed Completion Date and Liquidated Damages *attached*  
General Note                Asphalt Pavement Ride Quality (Cat A) *attached*  
General Note                Compaction of Asphalt Mixtures (Option A) *attached*  
Special Note                Asphalt Milling and Texturing *attached*  
Special Note                Special Note for Significant Project *attached*  
Special Note                Guardrail Delivery Verification Sheet *attached*  
Special Note                Special Note for Longitudinal Pavement Joint Adhesive *attached*  
Special Note                Special Note for Non-Tracking Tack Coat *attached*  
Special Note                Special Note for HMA Electronic Delivery Management System  
(HMA e-Ticketing) *attached*  
  
Special Note                Construction Memo 20-01 *attached*  
Special Note                Special Note for Experimental KYCT and Hamburg Testing *attached*  
Special Note                Special note for Grooved All Weather Pavement Markings *attached*  
Special Note                Special Note for Install Radar Presence Detector (Type A&B) *attached*  
Special Note                Project Release of Warehouse Traffic Material Form *attached*



**SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**  
**US-23**  
**GREENUP COUNTY**  
**ITEM NO. 9-20026**

The dimensions shown on the typical sections for pavement and shoulder widths are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened or narrowed **ECEPT** where specified elsewhere in the Proposal.

**SPECIAL NOTE FOR BEFORE YOU DIG**

**US-23  
GREENUP COUNTY  
ITEM NO. 9-20026**

Call 1-800-752-6007 toll free a minimum of two and no more than ten business days prior to excavation for information on the location of existing under-ground utilities which subscribe to the before-u-dig (BUD) service. Coordinate excavation with all utility owners, including those who do not subscribe to BUD.

**Special Note for Fixed Completion Date and**

**Liquidated Damages**

**US-23  
GREENUP COUNTY  
ITEM NO. 9-20026**

Liquidated Damages in the amount specified in the Standard Specifications, per calendar day, will be assessed for each day work remains incomplete beyond the Specified Project Completion Date. This project has a Fixed Project Completion Date of October 15, 2021.

Contrary to Section 108, liquidated damages will be charged during the months of December through March and charged for each Calendar Day any work remains incomplete regardless of seasonal, temperature, or weather limitations.

**SPECIAL NOTE FOR  
ASPHALT MILLING AND TEXTURING  
US-23  
GREENUP COUNTY  
ITEM NO. 9-20026**

See Traffic Control Plan. Traffic will be allowed to travel on milled surfaces. Final surfacing operations must commence within 7 days of completion of milling of a segment identified in the Traffic Control Plan.

The Contractor will take possession and dispose of the millings at a location off the right of way except for quantities of millings to be retained by the Department.

At no additional expense to the Department, the contractor will be required to deliver 5,000 tons of millings to the Lewis County Maintenance Facility, 88 Commonwealth Road, Vanceburg, KY 41179, Phone (606) 796-3061 and will be required to deliver 5,000 tons of millings to the Greenup County Maintenance Facility, 17,356 US 23 HWY, Greenup, KY, 41144, Phone (606) 473-9415.

Removal of the existing pavement markers prior to the milling operation is considered incidental to the bid item "Asphalt Pavement Milling and Texturing".

**SPECIAL NOTE FOR NON-TRACKING TACK COAT**

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

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

2.1.1 Provide a tack conforming to the following material requirements:

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

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

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

3. CONSTRUCTION.

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

3.2 Non-tracking Tack Application. Ensure the roadway temperature is a minimum of 40 °F and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 °F. After initial heating to between 170 – 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. If full coverage is not achieved, material application rate may be increased to ensure full coverage. Do not heat material more than twice in one day.

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

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

4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the adhesive. The Department will consider all such items incidental to the non-tracking tack.

5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

| Non-Tracking Tack Price Adjustment Schedule |               |          |             |             |             |        |
|---------------------------------------------|---------------|----------|-------------|-------------|-------------|--------|
| Test                                        | Specification | 100% Pay | 90% Pay     | 80% Pay     | 50% Pay     | 0% Pay |
| Viscosity, SFS, 77 ° F                      | 20 – 100      | 19 - 102 | 17 - 18     | 15 - 16     | 14          | ≤13    |
|                                             |               |          | 103 - 105   | 106 - 107   | 108 - 109   | ≥ 110  |
| Sieve, %                                    | 0.30 max.     | ≤ 0.40   | 0.41 - 0.50 | 0.51 - 0.60 | 0.61 - 0.70 | ≥ 0.71 |
| Asphalt Residue, %                          | 50 min.       | ≥49.0    | 48.5 – 48.9 | 48.0 – 48.4 | 47.5-47.9   | ≤ 47.4 |
| Oil Distillate, %                           | 1.0 max.      | ≤1.0     | 1.1-1.5     | 1.6 - 1.7   | 1.8-1.9     | >2.0   |
| Residue Penetration, 77 ° F                 | 20 max.       | ≤ 21     | 22 - 23     | 24 - 25     | 26 - 27     | ≥ 28   |
| Original Dynamic Shear (G*/sin δ), 82 ° C   | 1.0 min.      | ≥0.95    | 0.92 – 0.94 | 0.90 – 0.91 | 0.85 - 0.89 | ≤ 0.84 |
| Softening Point, ° F                        | 149 min.      | ≥145     | 142 - 144   | 140 - 141   | 138 - 139   | ≤ 137  |
| Solubility, %                               | 97.5 min.     | ≥ 97.0   | 96.8 – 96.9 | 96.6 – 96.7 | 96.4 – 96.5 | ≤ 96.3 |

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

January 28, 2020

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

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

**1.0 DESCRIPTION.** Incorporate a GPS Fleet Management System for all HMA delivered to the project in order to monitor, track, and report loads of HMA during the construction processes from the point of measurement and loading to the point of incorporation to the project.

**2.0 MATERIALS AND EQUIPMENT.** Submit to the Engineer for approval, no fewer than 30 days prior to HMA placement activities, a GPS fleet management system supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain equipment.

Provide operator settings, user manuals, training videos, and required viewing/export software for review. Provide equipment that will meet the following:

1. A wireless fleet management or GPS device that is capable of tracking all delivery trucks (both company-owned and third-party) must be installed on all trucks and equipment (dump trucks, belly dumps, side-load dumps, transfer vehicles, pavers, or any other trucks/vehicles) used to transfer and incorporate HMA into the project. KYTC personnel shall have the ability to access Real Time monitoring through the use of a mobile device such as an iPad, smartphone, etc.
2. The fleet management system shall be fully integrated with the Contractor's Load Read-Out scale system at the HMA plant site.
3. The fleet management system shall have the ability to measure and track vehicles and their contents (weights and material types) continuously from the plant site to the project site. The system shall have internal battery backup capabilities due to loss of power, and have the ability to store data if GPS connectivity is lost and transmit that same data when unit re-establishes connectivity. To be considered continuous, no two data points shall be more than 60 seconds apart unless the vehicle is stopped. Duration of stop time for any reason shall be recorded.

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

**A. Construction Requirements**

1. Install and operate equipment in accordance with the manufacturer's specifications.
2. Verify the GPS is working within the requirements of this Special Note.

**B. Data Deliverables**

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



### 1. Real-time Continuous Data Items

Provide the Engineer access to a GIS map-based data viewer which displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
  - Unique Truck ID
  - Truck status
    - Time At Source
    - Time At Destination
    - Time At Paver
    - Time At Scale
    - Time to and from plant/job
    - Time Stopped with Engine Running
  - Time of last transmission
  - Location (Latitude and Longitude in decimal degrees to nearest 0.0000001) every 60 seconds
  - Description of Material being transported (i.e. asphalt base, asphalt surface)
  - Mix Design Number
  - Net Weight of material being transported to the nearest 0.01 ton
  - Running Daily Total of Net Weight of material being transported to nearest 0.01 ton.
  - Project Number
- Scale Location
- Project Location
- Point of Delivery (i.e. paver)

### 2. Daily Summary

The following summary information shall be provided to the Engineer electronically within 4 hours of beginning operations on the next working day

- For each Material
  - List of Individual Loads
    - Contractor Name
    - Project Number
    - Unique Truck ID
    - Net Weight For Payment (nearest 0.01 tons)
    - Date
    - Mix Temperature at Time of Loading, Fahrenheit (to be key entered by plant)
    - Time Loaded
    - Time Unloaded
    - Delivery Location (Latitude/Longitude in decimal degrees to nearest 0.0000001)
- For each Bid Item
  - Total Quantity for Payment (nearest 0.01 tons)

**4.0 MEASUREMENT.** The Department will **NOT** measure the HMA electronic delivery management system for payment.

**5.0 PAYMENT.** No direct payment will be made for HMA Electronic Delivery Management System, and will be considered incidental to the item of work requiring weight tickets.



COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
transportation.ky.gov

Andy Beshear  
GOVERNOR

Jim Gray  
SECRETARY

**CONSTRUCTION MEMORANDUM**

No. 01-2020

**TO:** Chief District Engineers  
TEBMs for Project Delivery and Preservation  
Section Engineers

**THROUGH:** Andy Barber, P.E. *JAB*  
State Highway Engineer

**THROUGH:** Jon Wilcoxson, P.E. *JW*  
Assistant State Highway Engineer  
Office of Project Delivery and Preservation

**FROM:** Matthew P. Simpson, P.E. *MPS*  
Director  
Division of Construction

**DATE:** April 3, 2020

**SUBJECT:** COVID-19 Contactless Ticket Process

In response to the COVID-19 pandemic, KYTC will not accept paper tickets at the project site for any deliveries. In lieu of paper tickets for weighed material deliveries and concrete deliveries, the Department will accept one of the following methods of documentation:

**Electronic Ticketing:**

The Department will immediately accept e-ticketing as the official pay documentation on projects. While most e-ticketing services provide an extensive list of available options, at this time the Department only requires the standard ticket information currently provided on the paper tickets to be included on the e-ticket. Any e-ticket service must provide access to KYTC field personnel to access tickets from a smartphone or tablet with the ability to make notes associated with each ticket if need be. The service must also provide a daily summary report to be used as basis for payment. Many of the e-ticketing services are offering this service at no cost during the COVID-19 pandemic.

**Picture/Email:**

This method will provide electronic copies to KYTC by the following steps:

1. The weighperson/batch person will email or text a .pdf copy or picture of the ticket to the designated KYTC inspector at the time of dispatch.
2. At the end of each work shift, the weighperson will be required to email a .pdf copy of all tickets and daily summary to KYTC personnel designated by the project engineer.
3. KYTC inspector matches electronic ticket to truck as it arrives, and documents all notes or additional information necessary to be tied to each load ticket for project records.
4. Payment of material will be made based on the .pdf daily summary of tickets for verified delivered loads.

5. Material suppliers will be required to keep hard copy records of their tickets consistent with project records retention policy but will not be required to submit paper tickets to KYTC.

**PDF Daily summary:**

With this method, the inspector will be required to document each truck as it arrives on site. At the end of each work shift, the weighperson will be required to email a .pdf copy of all tickets and daily summary to KYTC personnel designated by the project engineer. Material suppliers will be required to keep hard copy records of their tickets consistent with project records retention policy but will not be required to submit paper tickets to KYTC. Upon receipt of ticketing documentation the inspector will reconcile their field notes with the tickets to ensure that all batched loads arrived on site and make notes for any materials that are incidental to other pay items (i.e. silt checks, pipe bedding, etc.) for payment. The contractor must maintain constant communication with the weighperson and be able to provide the KYTC inspector individual truck and cumulative load information at any time for yield verification purposes.

Tickets for all other products also do not need to be collected in the field by a KYTC inspector. These tickets should be transmitted via email to the project engineer as soon as possible, prior to delivery if applicable. KYTC will still require paper tickets, bill of ladings, etc. for our records; however, it is not imperative that we receive them upon delivery. Minor modifications to address software or personnel issues that material suppliers may have with these methods may be approved by the project engineer.

MPS

CC: FHWA  
KAHC  
PAIKY  
KCSA

## SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

### 1.0 General

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

### 2.0 Equipment

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

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

**2.3 Hamburg Wheel Track Testing.** The department encourages the use of the PTI APA/Hamburg Jr. test equipment to perform the loaded wheel testing. The Department will allow different equipment for the Hamburg testing, but the testing device must be approved by the Department prior to testing.

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

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

**2.6 Department Equipment.** The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered. Hamburg test specimens will be submitted to the Division of Materials for testing on the PTI APA/Hamburg Jr if the asphalt contractor or district materials office does not have an approved Hamburg testing device.

### 3.0 Testing Requirements

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

**3.2 KYCT Testing.** Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the mix design phase and during the plant production of all surface mixtures. For mix design approvals, submit KYCT results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.

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

**3.2.2 Number of Specimens and Conditioning.** Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance to KM 64-411. KYCT mix design specimens shall be short-term conditioned for four hours at compaction temperature in accordance to KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours at compaction temperature in accordance to KM 64-411. Additionally, fabricated specimens shall be allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes and conditioned in a 77 °F water bath for 30 minutes +/- 5 minutes. To insure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is prohibited.

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

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

**3.3 Hamburg Testing.** Perform the rut resistance analysis (Hamburg) in accordance to AASTHO T-324, not to exceed 20,000 passes for all bituminous mixtures during the mix design phase and production. For mix design approvals, submit Hamburg results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.

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

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

**3.3.3 File Name.** Save the Excel spreadsheet with the following file name; “Hamburg\_CID\_Approved Mix Number\_Lot Number\_Sublot Number\_Date” and upload the file into the AMAW.

#### **4.0 Data**

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

#### **5.0 KYCT Video Demonstration**

<https://www.youtube.com/watch?v=84j0bM45-hg&feature=youtu.be>

#### **6.0 Payment**

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

June 3, 2019

## **SPECIAL NOTE FOR GROOVED ALL WEATHER PAVEMENT MARKINGS**

**1. DESCRIPTION.** Furnish and install a wet retroreflective pavement marking system in accordance with this special note. Project will include use of thermoplastic striping. Striping (both edge and skip lines) shall include specified elements to provide wet retroreflectivity. Lines shall be installed in a shallow groove to protect retroreflective elements.

**2. THERMOPLASTIC STRIPING.** Thermoplastic pavement markings shall comply with Sections 714 and 837 of the Department of Highways' Standard Specifications for Road and Bridge Construction, unless otherwise noted. Contrary to Section 714 of the Standard Specifications, thermoplastic striping shall be a minimum thickness of 100 mils. Striping shall include specified elements to provide wet retroreflectivity.

Gaps in the edge lines, as outlined in the Subsection 714.03.01 of the Standard Specifications for Road and Bridge Construction, will not be necessary since striping will be recessed below the surface.

**3. WET REFLECTIVE ELEMENTS.** Wet reflective beads shall be one of the following products:

- 3M Connected Roads All Weather Elements
- Potters Visimax Highway Glass Bead System

The color of the wet reflective beads shall match the color of the line being applied. Traditional and wet reflective beads shall be applied in a double-drop application of traditional glass beads and wet reflective optical elements. Contractor shall follow manufacturer's recommendations as to incorporating wet reflective elements into the striping operation. Apply traditional beads and wet reflective elements in sufficient quantities to obtain the dry retroreflectivity requirements and desired wet retroreflectivity levels. A 50/50 ratio of traditional beads to wet reflective elements is recommended, but bead distribution may be modified with the approval of the engineer, if the contractor feels that a different distribution is necessary to meet dry/wet retroreflectivity levels.

The manufacturer of the wet reflective bead shall have a factory representative on site before the contractor begins striping operations. The factory representative shall assure the engineer that the wet reflective system has been calibrated for proper application before the contractor begins. The factory representative shall remain available to periodically assure the engineer the system is being applied according to the manufacturer's recommendations. A random sample of wet reflective elements shall be provided to the Division of Materials before use on the project.

**4. PLACEMENT IN GROOVE.** In an attempt to protect the retroreflective elements, striping shall be installed in shallow grooves. Contractor shall follow bead manufacturer's recommendations regarding grooving applications.

Grooves shall be a minimum of 2" from any longitudinal pavement joint. The groove shall not be



installed on concrete surfaces or in other areas identified by the Engineer. The groove shall not be installed continuously for intermittent pavement markings, but only where markings are to be applied.

Grooves shall be 1 inch      inch wider than the pavement marking material. Groove depth shall be 150 mils   5 mils, unless otherwise approved by the Engineer. Depth shall be consistent across the full width of the groove. Depth plates shall be provided by the Contractor to the Engineer to assure that desired groove depth is achieved.

Grooves that are ground deeper or wider than the specified allowable limits shall be repaired per the direction of the Engineer at no additional cost. Grooves that are ground too shallow, too narrow, or with unacceptable rises between blade cuts shall be reground to the correct size, depth, and surface finish at no additional cost. Slots ground out of alignment shall be patched using an approved method and materials.

Prior to cutting out the grooves for all recessed lines, the Contractor shall use a chalk line or other suitable method to layout the proposed pavement markings on the surface course so that the Engineer can inspect the locations.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. If water is used to clean the groove or the grooving process takes place during rainfall, a minimum of 24 hours of dry time is required prior to the placement of pavement markings.

After the depth, width, length, and surface condition has been approved by the Engineer, grooves shall be cleaned of any fine particles using high-pressure compressed air before application of the striping. The Contractor shall prevent traffic from traversing the grooves and re-clean grooves, as necessary, prior to application of pavement markings at no additional cost to the Department.

**5. PAVEMENT MARKING PERFORMANCE.** Pavement marking retroreflectivity performance under dry conditions will be evaluated in accordance with the Standard Specifications for Road and Bridge Construction.

The use of wet reflective elements on this project is part of a pilot effort to evaluate potential pavement marking enhancements. As a result, minimum wet retroreflectivity values have been established and will be measured. However, the wet retroreflectivity performance will not be considered as part of the acceptance and payment for pavement striping on this project.

Desired minimum wet recovery retroreflectivity requirements at the end of the proving period (Standard Specifications for Road and Bridge Construction, Section 714.03.06) are as follows:

$$\text{Retroreflectivity (mcd(ft}^{-2}\text{)(fc}^{-1}\text{))} \quad \text{metric equivalent mcd(m}^{-2}\text{)(lux}^{-1}\text{)}$$

|                             | White | Yellow |
|-----------------------------|-------|--------|
| Wet recovery (ASTM 2177)    | 250   | 175    |
| Wet Continuous (ASTM E2832) | 150   | 100    |

In support of wet retroreflectivity testing, samples of representative markings (both white and yellow) shall be provided on one foot sections of rigid panel (20 gauge aluminum or thicker). Samples shall be taken at the beginning and end of the striping operation (total of two samples per color). Samples shall be protected from damage and submitted to the Division of Materials for testing and record of the project output for the materials used. Lines on the project are subject to future testing to monitor pavement marking performance in the field.

**6. MEASUREMENT.** Wet retroreflective elements will be incidental to the pay items for pavement striping.

The Department will measure work required for the installation of the recessed groove. The Department will not measure surface preparation and pre-marking of the groove for payment and will consider them incidental to the groove pay item. Corrective work will not be measured for payment.

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

| <u>Code</u> | <u>Pay Item</u>                          | <u>Pay Unit</u> |
|-------------|------------------------------------------|-----------------|
| 25019EC     | Groove for Pave Striping 7 IN            | LF              |
| 25008EC     | Pave Striping-Thermo-6 IN W-Wet Reflect  | LF              |
| 25009EC     | Pave Striping-Thermo-6 IN Y- Wet Reflect | LF              |

March 27, 2019

## **SPECIAL NOTE FOR INSTALL RADAR PRESENCE DETECTOR (TYPE A&B)**

### **INSTALL RADAR PRESENCE DETECTOR TYPE A**

*Install Radar Presence Detector Type A* shall consist of installation of a pole mounted radar presence sensor, sensor mounting bracket, sensor cables, interface boxes, lead-in cable, connectors (furnished by contractor), and controller interface assembly. Radar Presence Detector Type A bid item shall include all labor required to provide a functional detection system. Radar Presence Detector Type A shall be installed and wired in accordance with the manufacturer's instructions. After the detector is installed and before the detector is powered on, the contractor shall coordinate with District Traffic Division's representatives to schedule a time to perform the detector setup. The contractor shall double check to verify that all wiring is correctly installed and connected before scheduling the setup work. Representatives from KYTC and/or the manufacturer or sales representative will assist with setup and calibration. The contractor shall provide a bucket truck and operators at this time for final aiming of the sensors. The contractor shall provide individuals capable of operating the setup software and learning the setup process so that future installations may be completed without assistance from others.

### **INSTALL RADAR ADVANCE DETECTOR TYPE B**

*Install Radar Advance Detector Type B* shall consist of installation of a pole mounted radar presence sensor, sensor mounting bracket, sensor cables, interface boxes, lead-in cable, connectors (furnished by contractor), and controller interface assembly. Radar Advance Detector Type B bid item shall include all labor required to provide a functional detection system. Radar Advance Detector Type B shall be installed and wired in accordance with the manufacturer's instructions. After the detector is installed and before the detector is powered on, the contractor shall coordinate with District Traffic Division's representatives to schedule a time to perform the detector setup. The contractor shall double check to verify that all wiring is correctly installed and connected before scheduling the setup work. Representatives from KYTC and/or the manufacturer or sales representative will assist with setup and calibration. The contractor shall provide a bucket truck and operators at this time for final aiming of the sensors. The contractor shall provide individuals capable of operating the setup software and learning the setup process so that future installations may be completed without assistance from others.

**ATTENTION:** Contact District 9 Engineering Support, Joe Callihan, 606-845-2551 a minimum of 2 weeks prior to installation of the detection equipment. Verify the number, type and location of detectors with District 9 Traffic to ensure availability of materials and confirm a complete installation of required equipment.

**PROJECT MATERIALS RELEASE FORM  
 FOR SIGNAL AND LIGHTING**

**Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.**

Item Number: 9-20026  
 County: Greenup  
 Description: US 23 Pavement Rehab

| Cabinets | Master code |                                                                      |               |
|----------|-------------|----------------------------------------------------------------------|---------------|
| 0        | T-01-0000   | Aluminum Cabinet (Beacon)                                            |               |
| 0        | T-01-0010   | Pole Mounted 336 Cabinet                                             |               |
| 0        | T-01-0020   | Base Mounted 332 Cabinet                                             |               |
| 0        | T-01-0100   | 170 Controller                                                       |               |
| 0        | T-01-0105   | ATC Controller                                                       |               |
| 0        | T-01-0106   | 1C w/Maxtime (this should go with item ATC controller)               |               |
| 0        | T-01-0110   | 170NX Compact Controller                                             |               |
| 0        | T-01-0200   | School Clock                                                         |               |
| 0        | T-01-0501   | Conflict Monitor, Model 2018                                         | Special Order |
| 0        | T-01-0510   | Isolator, Model 242 (1 for 2070, plus for ped detector and railroad) |               |
| 0        | T-01-0600   | Loop Detector, Model 222                                             |               |
| 0        | T-01-0700   | Load Switches                                                        |               |

| Signals |           |                                            |               |
|---------|-----------|--------------------------------------------|---------------|
| 0       | T-02-0001 | 1-section beacon backplate                 |               |
| 0       | T-02-0009 | Siemens 3 Section Signal                   |               |
| 0       | T-02-0032 | Siemen 3 section backplate                 |               |
| 0       | T-02-0033 | Siemen 4 section 12" signal (poly)         |               |
| 0       | T-02-0034 | Siemen 4 section 12" signal double red     |               |
| 0       | T-02-0040 | Siemen 5 section, 12 inch signal (poly)    |               |
| 0       | T-02-0041 | Siemen 5 section backplate                 |               |
| 0       | T-02-0042 | 4-sec dbl red backplate only               |               |
| 0       | T-02-0043 | Siemen 4-sec. straight signal backplate    |               |
| 0       | T-02-0051 | 2" wide fluorescent yellow reflective tape | Special Order |
| 0       | T-02-0080 | 12 inch red/yellowbeacon                   |               |
| 0       | T-02-0090 | Pedestrian signal housing                  |               |
| 0       | T-02-0099 | Audible pedestrian detector                |               |
| 0       | T-02-0300 | LED Module 12" red arrow                   |               |
| 0       | T-02-0310 | LED Module 12" yellow arrow                |               |
| 0       | T-02-0320 | LED Module 12" green arrow                 |               |
| 0       | T-02-0330 | LED Module 12" red ball                    |               |
| 0       | T-02-0340 | LED Module 12" yellow ball                 |               |
| 0       | T-02-0350 | LED Module 12" green ball                  |               |
| 0       | T-02-0365 | LED Countdown Pedestrian Module            |               |

| Special items |           |                                                     |                          |
|---------------|-----------|-----------------------------------------------------|--------------------------|
| 0             | T-02-0400 | Video Detection System Camera Detector, SP          | # of left turns put here |
| 0             | T-02-0401 | Camera Mounting System                              |                          |
| 0             | T-02-0500 | MDS Radios 9810                                     |                          |
| 0             | T-02-0504 | Router (this includes power supply/antenna/cabling) |                          |
| 0             | T-02-0507 | Ethernet/Serial Data Radio                          |                          |
| 0             | T-02-0510 | Antenna 6 db omni                                   |                          |
| 0             | T-02-0520 | Antenna 10 db yagi                                  |                          |
| 0             | T-02-0530 | Antenna 9 db omni                                   |                          |
| 0             | T-03-0230 | Jumper 3' N-N RG-58                                 |                          |
| 0             | T-03-0240 | Jumper 60' N-N RG-213                               |                          |
| 0             | T-06-0800 | Surge Protector for Radio                           |                          |
| 0             | T-09-0410 | Sign Hanger for 48" signs                           |                          |
| 0             | T-09-0415 | 30 X 36 through 36 X 36 sign hanger (New)           |                          |
| 0             | T-02-0650 | Pedstl.top mntg.bkt One-way                         |                          |
| 0             | T-02-0660 | Pedstl.top mntg.bkt Two-way                         |                          |
| 0             | T-02-0661 | Post Top for Pedestal (each)                        |                          |
| 0             | T-02-0670 | Pedestal                                            |                          |
| 0             | T-06-0710 | Ped Detector Pole Mount FSA Box                     |                          |
| 0             | T-06-0730 | Ped Button w/o Plunger                              |                          |
| 0             | T-17-0015 | 9 X 15 Countdown Ped Sign DBL Sided                 |                          |
| 1             |           | Radar Presence Detector Type A and Type B           |                          |

| Poles |           |                           |
|-------|-----------|---------------------------|
| 0     | T-04-0010 | Steel Strain Pole 28 foot |
| 0     | T-04-0020 | Steel Strain Pole 30 foot |
| 0     | T-04-0030 | Steel Strain Pole 32 foot |
| 0     | T-04-0040 | Steel Strain Pole 34 foot |
| 0     | T-04-0051 | Steel Strain Pole 36 foot |
| 0     | T-04-0054 | Steel Strain Pole 38 foot |
| 0     | T-04-0055 | Steel Strain Pole 40 foot |

**REQUIRED**



Electrical Contractor Name \_\_\_\_\_  
 Electrical Contractor Supervisor \_\_\_\_\_ Contact number for Supervisor \_\_\_\_\_  
 Project Engineer \_\_\_\_\_ Contact number for Project Engineer \_\_\_\_\_  
 Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project  
 Signature of Project Engineer or Designee \_\_\_\_\_



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

TC 62-226  
Rev. 01/2016  
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**RIGHT OF WAY CERTIFICATION**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------|-------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Original</b> | <input type="checkbox"/>                                                                                           | <b>Re-Certification</b> | <b>RIGHT OF WAY CERTIFICATION</b> |                                                 |                                                                                                                                                            |  |
| <b>ITEM #</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                 | <b>COUNTY</b>                                                                                                      |                         | <b>PROJECT # (STATE)</b>          |                                                 | <b>PROJECT # (FEDERAL)</b>                                                                                                                                 |  |
| 09-20026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | Greenup                                                                                                            |                         | FD52 045 0023 023-029             |                                                 | NHPP 0231(165)                                                                                                                                             |  |
| <b>PROJECT DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| ADDRESS PAVEMENT CONDITION ON US-23 FROM MP 23.002 TO MP 28.76                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| <input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| <input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.                                                                                                    |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| <input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract                                                                                                                                                                                                    |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| <input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| Total Number of Parcels on Project                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 | 0                                                                                                                  | EXCEPTION (S) Parcel #  |                                   | ANTICIPATED DATE OF POSSESSION WITH EXPLANATION |                                                                                                                                                            |  |
| Number of Parcels That Have Been Acquired                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| Signed Deed                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| Condemnation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| Signed ROE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| <b>Notes/ Comments (Use Additional Sheet if necessary)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                                                                                                                    |                         |                                   |                                                 |                                                                                                                                                            |  |
| LPA RW Project Manager                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                                                                                                                    |                         | Right of Way Supervisor           |                                                 |                                                                                                                                                            |  |
| Printed Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                    |                         | Printed Name                      |                                                 | James R. Mason                                                                                                                                             |  |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                                                                                                                    |                         | Signature                         |                                                 |  Digitally signed by James Mason<br>Date: 2021.04.12 09:33:18 -04'00' |  |
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                                                                                    |                         | Date                              |                                                 |                                                                                                                                                            |  |
| Right of Way Director                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                                                                                                                    |                         | FHWA                              |                                                 |                                                                                                                                                            |  |
| Printed Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                                                                                                                    |                         | Printed Name                      |                                                 | No Signature Required                                                                                                                                      |  |
| Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |  2021.04.12<br>12:41:52 -04'00' |                         | Signature                         |                                                 | as per FHWA-KYTC                                                                                                                                           |  |
| Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                                                                                                                    |                         | Date                              |                                                 | Current Stewardship Agreement                                                                                                                              |  |

## UTILITIES AND RAIL CERTIFICATION NOTE

|                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"><b>Greenup County</b><br/><b>NHPP 0231165</b><br/><b>FD52 045 002 3 023-029</b><br/><b>Mile point: 0.200 TO 4.020</b><br/><b>ADDRESS PAVEMENT CONDITION ON US-23 FROM MP 23.002 TO MP 28.76</b><br/><b>ITEM NUMBER: 09-20026</b></p> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### PROJECT NOTES ON UTILITIES

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

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Greenup County**  
**NHPP 0231165**  
**FD52 045 002 3 023-029**  
**Mile point: 0.200 TO 4.020**  
**ADDRESS PAVEMENT CONDITION ON US-23 FROM MP 23.002 TO MP 28.76**  
**ITEM NUMBER: 09-20026**

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

CITY OF GREENUP WATER AND SEWER - SEWER, WATER  
COLUMBIA GAS (NORTH ASHLAND) – NATURAL GAS PIPELINE  
COLUMBIA GAS TRANSMISSION LOCKWOOD – NATURAL GAS PIPELINE  
KENTUCKY POWER – AEP - ELECTRIC  
MARKWEST PIPELINE – NATURAL GAS PIPELINE  
MOX NETWORKS - FIBER OPTIC  
SPRINT - FIBER OPTIC  
TEXAS EASTERN TRANSMISSION – NATURAL GAS PIPELINE  
SPECTRUM / TIME WARNER CABLE - COMMUNICATIONS  
WINDSTREAM KENTUCKY INC – TELEPHONE

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

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

Not Applicable

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

Not Applicable

## UTILITIES AND RAIL CERTIFICATION NOTE

|                                                                                                                                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Greenup County<br/>NHPP 0231165<br/>FD52 045 002 3 023-029<br/>Mile point: 0.200 TO 4.020<br/>ADDRESS PAVEMENT CONDITION ON US-23 FROM MP 23.002 TO MP 28.76<br/>ITEM NUMBER: 09-20026</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

Not Applicable

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

No Rail Involvement     Rail Involved     Rail Adjacent



## UTILITIES AND RAIL CERTIFICATION NOTE

**Greenup County**  
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### AREA FACILITY OWNER CONTACT LIST

| <u>Name</u>                        | <u>Primary Contact</u>                                                                                                                                            |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF GREENUP WATER AND SEWER    | Lundie Meadows (Mayor)<br><a href="mailto:greenupcity@windstream.net">greenupcity@windstream.net</a><br>1005 Walnut Street<br>Greenup, KY 41144<br>(606) 473 7331 |
| COLUMBIA GAS (NORTH ASHLAND)       | BRYAN SLONE<br><a href="mailto:bkslone@nisource.com">bkslone@nisource.com</a><br>(859)288-0253<br>2001 MERCER RD<br>LEXINGTON, KY 40511                           |
| COLUMBIA GAS TRANSMISSION LOCKWOOD | Travis Rogers<br><a href="mailto:travis_rogers@tcenergy.com">travis_rogers@tcenergy.com</a><br>606.291.9433                                                       |
| KENTUCKY POWER - AEP               | STEVE MARTIN<br>(606)929-1458<br><a href="mailto:sgmartin@aep.com">sgmartin@aep.com</a><br>12333 KEVIN AVE<br>ASHLAND, KY 41101                                   |
| MARKWEST PIPELINE                  | Jim Smith<br><a href="mailto:JASmith@marathonpetroleum.com">JASmith@marathonpetroleum.com</a><br>(724) 579 0509                                                   |
| MOX NETWORKS                       | KEVIN MCGEE<br>(907)929-9999<br><a href="mailto:kevin.mcgee@moxnetworks.com">kevin.mcgee@moxnetworks.com</a><br>2040 E MARIPOSA AVE<br>EL SEGUNDO, CA 90245       |

## UTILITIES AND RAIL CERTIFICATION NOTE

**Greenup County**  
**NHPP 0231165**  
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|                            |                                                                                                                                                                         |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SPRINT                     | Joe Thomas<br><a href="mailto:Joseph.J.Thomas@sprint.com">Joseph.J.Thomas@sprint.com</a><br>(937) 209 9754<br>11370 Enterprise Park Drive<br>Sharonville, OH 45241      |
| TEXAS EASTERN TRANSMISSION | Kevin Darbe<br>Kevin.Darbe@enbridge.com<br>(615) 872 5100<br>P.O. Box 305001<br>555 Marriott Drive, Suite 600<br>Nashville, TN 37230                                    |
| TIME WARNER CABLE          | R. Steven Smith<br><a href="mailto:RSteven.Smith@charter.com">RSteven.Smith@charter.com</a><br>859-626-4809<br>1617 Foxhaven Dr<br>Richmond KY 40475                    |
| WINDSTREAM KENTUCKY INC    | Steve Johnson<br>130 W New Circle Rd. Suite 170<br>Lexington KY 40505<br>859.357.6209<br><a href="mailto:Steve.Johnson@windstream.com">Steve.Johnson@windstream.com</a> |

# GUARDRAIL DELIVERY VERIFICATION SHEET

Contract Id: \_\_\_\_\_

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

Section Engineer: \_\_\_\_\_

District & County: \_\_\_\_\_

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

**\*Required Signatures before Leaving Project Site**

Printed Section Engineer's Representative \_\_\_\_\_ & Date \_\_\_\_\_

Signature Section Engineer's Representative \_\_\_\_\_ & Date \_\_\_\_\_

Printed Contractor's Representative \_\_\_\_\_ & Date \_\_\_\_\_

Signature Contractor's Representative \_\_\_\_\_ & Date \_\_\_\_\_

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

Printed Bailey Bridge Yard Representative \_\_\_\_\_ & Date \_\_\_\_\_

Signature Bailey Bridge Yard Representative \_\_\_\_\_ & Date \_\_\_\_\_

Printed Contractor's Representative \_\_\_\_\_ & Date \_\_\_\_\_

Signature Contractor's Representative \_\_\_\_\_ & Date \_\_\_\_\_

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

Completed Form Submitted to Section Engineer Date: \_\_\_\_\_ By: \_\_\_\_\_

**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 2019* and *Standard Drawings, Edition of 2020*.

## **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting.  
The Supplemental Specifications can be found at the following link:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

### **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

#### **2.0 MATERIALS.**

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

**2.2 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

|                         |                         |
|-------------------------|-------------------------|
| /KEEP/RIGHT/=>=>=>/     | /MIN/SPEED/**MPH/       |
| /KEEP/LEFT/<=<=</       | /ICY/BRIDGE/AHEAD/ /ONE |
| /LOOSE/GRAVEL/AHEAD/    | LANE/BRIDGE/AHEAD/      |
| /RD WORK/NEXT/**MILES/  | /ROUGH/ROAD/AHEAD/      |
| /TWO WAY/TRAFFIC/AHEAD/ | /MERGING/TRAFFIC/AHEAD/ |
| /PAINT/CREW/AHEAD/      | /NEXT/***/MILES/        |
| /REDUCE/SPEED/**MPH/    | /HEAVY/TRAFFIC/AHEAD/   |
| /BRIDGE/WORK/***0 FT/   | /SPEED/LIMIT/**MPH/     |
| /MAX/SPEED/**MPH/       | /BUMP/AHEAD/            |
| /SURVEY/PARTY/AHEAD/    | /TWO/WAY/TRAFFIC/       |

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

**2.3 Power.**

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

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

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

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

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

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



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

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

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

Effective June 15, 2012

**SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE**

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

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

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

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

2.2. Equipment.

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

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

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

3. CONSTRUCTION.

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

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

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

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

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

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

11N

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

Code  
20071EC

Pay Item  
Joint Adhesive

Pay Unit  
Linear Foot

May 7, 2014

## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**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, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 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 contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or 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 minorities and women.

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

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

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

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

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

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, 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 its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

**1. Minimum wages**

a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) 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.

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer 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. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, 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.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each 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 Regulations, 29 CFR part 3;

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

(3) 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 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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.

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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. 3704).

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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 is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

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

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

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

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

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

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

b. Where the prospective 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 Participants:**

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

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

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

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

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

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 Participants:**

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 participating in covered transactions 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.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 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 its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

"General Decision Number: KY20210038 03/05/2021

Superseded General Decision Number: KY20200038

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/01/2021       |
| 1                   | 03/05/2021       |

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 26.80 | 12.38   |

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BRKY0001-005 06/01/2020

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,

MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE  
COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 31.00 | 14.86   |
| -----                   |          |         |
| BRKY0002-006 06/01/2020 |          |         |

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 31.00 | 14.86   |
| -----                   |          |         |
| BRKY0007-004 06/01/2017 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 32.98 | 19.02   |
| -----                   |          |         |
| BRKY0017-004 06/01/2020 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 31.00 | 14.86   |
| -----                   |          |         |
| CARP0064-001 04/01/2020 |          |         |

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| CARPENTER.....          | \$ 29.81 | 19.96   |
| Diver.....              | \$ 45.09 | 19.96   |
| PILEDRIVERMAN.....      | \$ 30.06 | 19.96   |
| -----                   |          |         |
| ELEC0212-008 06/01/2020 |          |         |

BRACKEN, GALLATIN and GRANT COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN.....        | \$ 31.30 | 19.72   |
| -----                   |          |         |
| ELEC0212-014 11/25/2019 |          |         |

BRACKEN, GALLATIN & GRANT COUNTIES:

|                                          | Rates    | Fringes |
|------------------------------------------|----------|---------|
| Sound & Communication<br>Technician..... | \$ 24.35 | 12.09   |
| -----                                    |          |         |
| ELEC0317-012 06/01/2020                  |          |         |

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

| Rates | Fringes |
|-------|---------|
|-------|---------|

ELECTRICIAN (Wiremen).....\$ 35.10                   26.22

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\* ELEC0369-007 05/26/2020

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

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.21 | 17.85   |

-----  
ELEC0575-002 11/30/2020

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

|                  | Rates    | Fringes |
|------------------|----------|---------|
| ELECTRICIAN..... | \$ 33.75 | 19.22   |

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ENGI0181-018 07/01/2020

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| POWER EQUIPMENT OPERATOR |          |         |
| GROUP 1.....             | \$ 33.95 | 17.25   |
| GROUP 2.....             | \$ 31.09 | 17.25   |
| GROUP 3.....             | \$ 31.54 | 17.25   |
| GROUP 4.....             | \$ 30.77 | 17.25   |

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);  
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;  
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;  
Electric Vibrator; Compactor/Self-Propelled Compactor;  
Elevator (One Drum or Buck Hoist); Elevator (When used to



Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

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IRON0044-009 06/01/2020

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

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| IRONWORKER         |          |         |
| Fence Erector..... | \$ 28.95 | 21.20   |
| Structural.....    | \$ 30.47 | 21.20   |

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IRON0070-006 06/01/2020

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| IRONWORKER.....         | \$ 30.42 | 23.15   |
| -----                   |          |         |
| IRON0769-007 06/01/2020 |          |         |

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

|             | Rates    | Fringes |
|-------------|----------|---------|
| IRONWORKER  |          |         |
| ZONE 1..... | \$ 32.75 | 26.34   |
| ZONE 2..... | \$ 33.15 | 26.34   |
| ZONE 3..... | \$ 34.75 | 26.34   |

ZONE 1 - (no base rate increase) Up to 10 mile radius of  
Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile  
radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius &  
over of Union Hall, 1643 Greenup Ave, Ashland, KY.

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LAB00189-003 07/01/2020

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

| Rates | Fringes |
|-------|---------|
|-------|---------|

Laborers:

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 23.26 | 15.62 |
| GROUP 2..... | \$ 23.56 | 15.62 |
| GROUP 3..... | \$ 23.51 | 15.62 |
| GROUP 4..... | \$ 24.16 | 15.62 |

LABORERS CLASSIFICATIONS

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

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

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

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

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LABO0189-008 07/01/2020

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

Rates Fringes

Laborers:

|              |          |       |
|--------------|----------|-------|
| GROUP 1..... | \$ 23.26 | 15.62 |
| GROUP 2..... | \$ 23.51 | 15.62 |
| GROUP 3..... | \$ 23.56 | 15.62 |
| GROUP 4..... | \$ 24.16 | 15.62 |

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement

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

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

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

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

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LAB00189-009 07/01/2020

BRECKINRIDGE & GRAYSON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| Laborers:    |          |         |
| GROUP 1..... | \$ 23.26 | 15.62   |
| GROUP 2..... | \$ 23.51 | 15.62   |
| GROUP 3..... | \$ 23.56 | 15.62   |
| GROUP 4..... | \$ 24.16 | 15.62   |

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);

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

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

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

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PAIN0012-005 06/11/2005

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

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

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

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PAIN1072-003 12/01/2018

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

|                                                                         | Rates    | Fringes |
|-------------------------------------------------------------------------|----------|---------|
| Painters:                                                               |          |         |
| Bridges; Locks; Dams;<br>Tension Towers & Energized<br>Substations..... | \$ 33.33 | 18.50   |
| Power Generating Facilities.                                            | \$ 30.09 | 18.50   |

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PLUM0248-003 06/01/2020

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

|                              | Rates    | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 37.05 | 21.48   |

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PLUM0392-007 06/01/2018

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

|                               | Rates    | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 32.01 | 19.67   |

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PLUM0502-003 08/01/2020

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

|              | Rates    | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 36.92 | 20.78   |

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SUKY2010-160 10/08/2001

|                | Rates    | Fringes |
|----------------|----------|---------|
| Truck drivers: |          |         |
| GROUP 1.....   | \$ 16.57 | 7.34    |
| GROUP 2.....   | \$ 16.68 | 7.34    |
| GROUP 3.....   | \$ 16.86 | 7.34    |

GROUP 4.....\$ 16.96                      7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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

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)).

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on



- a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

| <b>GOALS FOR MINORITY<br/>PARTICIPATION<br/>IN EACH TRADE</b> | <b>GOALS FOR FEMALE<br/>PARTICIPATION IN<br/>EACH TRADE</b> |
|---------------------------------------------------------------|-------------------------------------------------------------|
| 2.9%                                                          | 6.9%                                                        |

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

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

3. The 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 Greenup County.

**PART IV**  
**INSURANCE**

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

211018

Page 1 of 2

Report Date 4/26/21

#### Section: 0001 - PAVING

| LINE | BID CODE | ALT | DESCRIPTION                            | QUANTITY   | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------------------------------|------------|------|-----------|----|--------|
| 0010 | 00001    |     | DGA BASE                               | 1,000.00   | TON  |           | \$ |        |
| 0020 | 00100    |     | ASPHALT SEAL AGGREGATE                 | 352.00     | TON  |           | \$ |        |
| 0030 | 00103    |     | ASPHALT SEAL COAT                      | 42.00      | TON  |           | \$ |        |
| 0040 | 00190    |     | LEVELING & WEDGING PG64-22             | 500.00     | TON  |           | \$ |        |
| 0050 | 00214    |     | CL3 ASPH BASE 1.00D PG64-22            | 750.00     | TON  |           | \$ |        |
| 0060 | 00301    |     | CL2 ASPH SURF 0.38D PG64-22            | 4,073.00   | TON  |           | \$ |        |
| 0070 | 00388    |     | CL3 ASPH SURF 0.38B PG64-22            | 16,617.00  | TON  |           | \$ |        |
| 0080 | 02676    |     | MOBILIZATION FOR MILL & TEXT           | 1.00       | LS   |           | \$ |        |
| 0090 | 02677    |     | ASPHALT PAVE MILLING & TEXTURING       | 21,596.00  | TON  |           | \$ |        |
| 0100 | 02696    |     | SHOULDER RUMBLE STRIPS                 | 79,900.00  | LF   |           | \$ |        |
| 0110 | 20071EC  |     | JOINT ADHESIVE                         | 129,328.00 | LF   |           | \$ |        |
| 0120 | 24970EC  |     | ASPHALT MATERIAL FOR TACK NON-TRACKING | 88.00      | TON  |           | \$ |        |

#### Section: 0002 - ROADWAY

| LINE | BID CODE | ALT | DESCRIPTION                                     | QUANTITY   | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|-------------------------------------------------|------------|------|-----------|----|--------|
| 0130 | 01982    |     | DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE | 53.00      | EACH |           | \$ |        |
| 0140 | 01984    |     | DELINEATOR FOR BARRIER - WHITE                  | 14.00      | EACH |           | \$ |        |
| 0150 | 02014    |     | BARRICADE-TYPE III                              | 8.00       | EACH |           | \$ |        |
| 0160 | 02159    |     | TEMP DITCH                                      | 15,201.00  | LF   |           | \$ |        |
| 0170 | 02160    |     | CLEAN TEMP DITCH                                | 7,600.50   | LF   |           | \$ |        |
| 0180 | 02369    |     | GUARDRAIL END TREATMENT TYPE 2A                 | 5.00       | EACH |           | \$ |        |
| 0190 | 02381    |     | REMOVE GUARDRAIL                                | 2,600.00   | LF   |           | \$ |        |
| 0200 | 02391    |     | GUARDRAIL END TREATMENT TYPE 4A                 | 2.00       | EACH |           | \$ |        |
| 0210 | 02562    |     | TEMPORARY SIGNS                                 | 1,200.00   | SQFT |           | \$ |        |
| 0220 | 02575    |     | DITCHING AND SHOULDERING                        | 30,402.00  | LF   |           | \$ |        |
| 0230 | 02650    |     | MAINTAIN & CONTROL TRAFFIC                      | 1.00       | LS   |           | \$ |        |
| 0240 | 02671    |     | PORTABLE CHANGEABLE MESSAGE SIGN                | 4.00       | EACH |           | \$ |        |
| 0250 | 02703    |     | SILT TRAP TYPE A                                | 2.00       | EACH |           | \$ |        |
| 0260 | 02704    |     | SILT TRAP TYPE B                                | 2.00       | EACH |           | \$ |        |
| 0270 | 02705    |     | SILT TRAP TYPE C                                | 2.00       | EACH |           | \$ |        |
| 0280 | 02706    |     | CLEAN SILT TRAP TYPE A                          | 2.00       | EACH |           | \$ |        |
| 0290 | 02707    |     | CLEAN SILT TRAP TYPE B                          | 2.00       | EACH |           | \$ |        |
| 0300 | 02708    |     | CLEAN SILT TRAP TYPE C                          | 2.00       | EACH |           | \$ |        |
| 0310 | 02726    |     | STAKING                                         | 1.00       | LS   |           | \$ |        |
| 0320 | 02775    |     | ARROW PANEL                                     | 2.00       | EACH |           | \$ |        |
| 0330 | 05950    |     | EROSION CONTROL BLANKET                         | 9,680.00   | SQYD |           | \$ |        |
| 0340 | 05952    |     | TEMP MULCH                                      | 6,453.00   | SQYD |           | \$ |        |
| 0350 | 05953    |     | TEMP SEEDING AND PROTECTION                     | 4,840.00   | SQYD |           | \$ |        |
| 0360 | 05963    |     | INITIAL FERTILIZER                              | .50        | TON  |           | \$ |        |
| 0370 | 05964    |     | MAINTENANCE FERTILIZER                          | .30        | TON  |           | \$ |        |
| 0380 | 05985    |     | SEEDING AND PROTECTION                          | 9,680.00   | SQYD |           | \$ |        |
| 0390 | 05992    |     | AGRICULTURAL LIMESTONE                          | 6.00       | TON  |           | \$ |        |
| 0400 | 06511    |     | PAVE STRIPING-TEMP PAINT-6 IN                   | 197,613.00 | LF   |           | \$ |        |

### PROPOSAL BID ITEMS

211018

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Report Date 4/26/21

| LINE | BID CODE | ALT | DESCRIPTION                             | QUANTITY   | UNIT | UNIT PRIC | FP | AMOUNT      |
|------|----------|-----|-----------------------------------------|------------|------|-----------|----|-------------|
| 0410 | 06546    |     | PAVE STRIPING-THERMO-12 IN W            | 326.00     | LF   |           | \$ |             |
| 0420 | 06547    |     | PAVE STRIPING-THERMO-12 IN Y            | 72.00      | LF   |           | \$ |             |
| 0430 | 06549    |     | PAVE STRIPING-TEMP REM TAPE-B           | 2,250.00   | LF   |           | \$ |             |
| 0440 | 06550    |     | PAVE STRIPING-TEMP REM TAPE-W           | 1,800.00   | LF   |           | \$ |             |
| 0450 | 06551    |     | PAVE STRIPING-TEMP REM TAPE-Y           | 1,800.00   | LF   |           | \$ |             |
| 0460 | 06556    |     | PAVE STRIPING-DUR TY 1-6 IN W           | 888.00     | LF   |           | \$ |             |
| 0470 | 06557    |     | PAVE STRIPING-DUR TY 1-6 IN Y           | 710.00     | LF   |           | \$ |             |
| 0480 | 06568    |     | PAVE MARKING-THERMO STOP BAR-24IN       | 644.00     | LF   |           | \$ |             |
| 0490 | 06574    |     | PAVE MARKING-THERMO CURV ARROW          | 76.00      | EACH |           | \$ |             |
| 0500 | 10020NS  |     | FUEL ADJUSTMENT                         | 34,149.00  | DOLL | \$1.00    | \$ | \$34,149.00 |
| 0510 | 10030NS  |     | ASPHALT ADJUSTMENT                      | 85,773.00  | DOLL | \$1.00    | \$ | \$85,773.00 |
| 0520 | 21802EN  |     | G/R STEEL W BEAM-S FACE (7 FT POST)     | 2,500.00   | LF   |           | \$ |             |
| 0530 | 24489EC  |     | INLAID PAVEMENT MARKER                  | 967.00     | EACH |           | \$ |             |
| 0540 | 25008EC  |     | PAVE STRIPING-THERMO-6 IN W-WET REFLECT | 81,299.00  | LF   |           | \$ |             |
| 0550 | 25009EC  |     | PAVE STRIPING-THERMO-6 IN Y-WET REFLECT | 63,514.00  | LF   |           | \$ |             |
| 0560 | 25019EC  |     | GROOVE FOR PAVE STRIPING - 7 IN         | 144,813.00 | LF   |           | \$ |             |
| 0570 | 40030    |     | TEMPORARY SILT FENCE                    | 15,201.00  | LF   |           | \$ |             |

#### Section: 0003 - DRAINAGE

| LINE | BID CODE | ALT | DESCRIPTION              | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|--------------------------|----------|------|-----------|----|--------|
| 0580 | 01691    |     | FLUME INLET TYPE 2       | 1.00     | EACH |           | \$ |        |
| 0590 | 01720    |     | RECONSTRUCT INLET        | 2.00     | EACH |           | \$ |        |
| 0600 | 02483    |     | CHANNEL LINING CLASS II  | 250.00   | TON  |           | \$ |        |
| 0610 | 02484    |     | CHANNEL LINING CLASS III | 250.00   | TON  |           | \$ |        |
| 0620 | 20465EC  |     | CLEAN CULVERT            | 1.00     | LS   |           | \$ |        |
| 0630 | 22660EN  |     | REPLACE GRATE            | 1,707.00 | LB   |           | \$ |        |
| 0640 | 22883EN  |     | CONCRETE WEDGE CURB      | 1,008.00 | LF   |           | \$ |        |

#### Section: 0004 - TRAFFIC LOOPS

| LINE | BID CODE | ALT | DESCRIPTION                            | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------------------------------|----------|------|-----------|----|--------|
| 0650 | 26119EC  |     | INSTALL RADAR PRESENCE DETECTOR TYPE A | 10.00    | EACH |           | \$ |        |
| 0660 | 26120EC  |     | INSTALL RADAR ADVANCE DETECTOR TYPE B  | 6.00     | EACH |           | \$ |        |

#### Section: 0005 - DEMOBILIZATION &/OR MOBILIZATION

| LINE | BID CODE | ALT | DESCRIPTION    | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------|----------|------|-----------|----|--------|
| 0670 | 02568    |     | MOBILIZATION   | 1.00     | LS   |           | \$ |        |
| 0680 | 02569    |     | DEMOBILIZATION | 1.00     | LS   |           | \$ |        |