



**CALL NO. 100**

**CONTRACT ID. 181023**

**CLAY COUNTY**

**FED/STATE PROJECT NUMBER NHPP 0804(019)**

**DESCRIPTION HAL ROGERS PARKWAY(PW-9006)**

**WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB**

**PRIMARY COMPLETION DATE 11/1/2018**

**LETTING DATE: June 22,2018**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME June 22,2018. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 12%**

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

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

**ADMINISTRATIVE DISTRICT - 11**

**CONTRACT ID - 181023**  
**NHPP 0804(019)**  
**COUNTY - CLAY**  
**PCN - DE02690061823**  
**NHPP 0804(019)**

HAL ROGERS PARKWAY(PW-9006) MILL AND THIN ASPHALT OVERLAY ON HAL ROGERS PARKWAY(PW-9006)  
FROM MP 19.527 TO MP 35.900 IN CLAY COUNTY, A DISTANCE OF 016.40 MILES.ASPHALT PAVEMENT &  
ROADWAY REHAB SYP NO. 11-20003.00.  
GEOGRAPHIC COORDINATES LATITUDE 37:09:12.00 LONGITUDE 83:39:13.00

**COMPLETION DATE(S):**  
COMPLETED BY 11/01/2018                      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 Capacity Rating 102.10 Delivery of Proposals  
102.8 Irregular Proposals 102.14 Disqualification of Bidders  
102.9 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 Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
  - The entire expenditure paid to a DBE manufacturer;
  - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
  - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.



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

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

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

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

#### **CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (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 submitted within 10 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.

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

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

**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 is Melvin Byne and the telephone number is (502) 564-3601.**

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development  
6<sup>th</sup> Floor West 200 Mero Street  
Frankfort, KY 40622

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

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

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

### **ASPHALT MIXTURE**

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

### **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.

**CLAY COUNTY**  
**HAL ROGERS PARKWAY (HR-9006)**  
**MP 19.527 to MP 35.900**

**Construction Numbers**

**NHPP 0804 (019)**  
**FD52 026 9006 019-036**

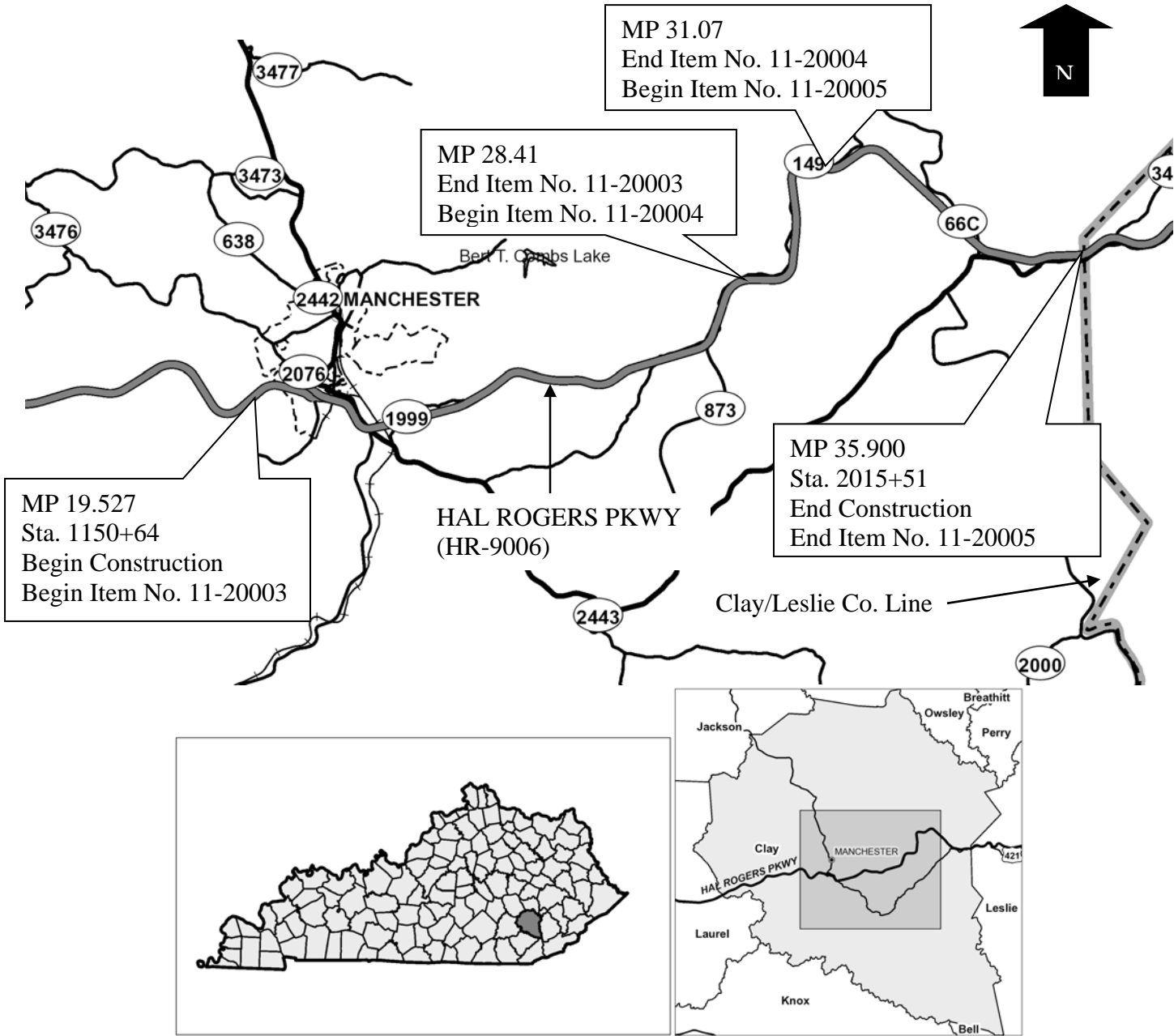
**Item Numbers: 11-20003, 11-20004, 11-20005**

**Prepared For The**  
**Kentucky Transportation Cabinet**



**Prepared By**  
**DLZ WMB**

1950 Haggard Court  
Lexington, Kentucky 40505  
Ph. 859-299-5226



Not to Scale

Item Number: 11-20003, 11-20004, 11-20005

Construction Numbers: NHPP 0804 (019) & FD52 026 9006 019-036

Letting Date: June 22, 2018

Recommended By: ANDRE JOHANNES Date: \_\_\_\_\_  
Project Manager

Plan Approved By: \_\_\_\_\_ Date: \_\_\_\_\_  
State Highway Engineer



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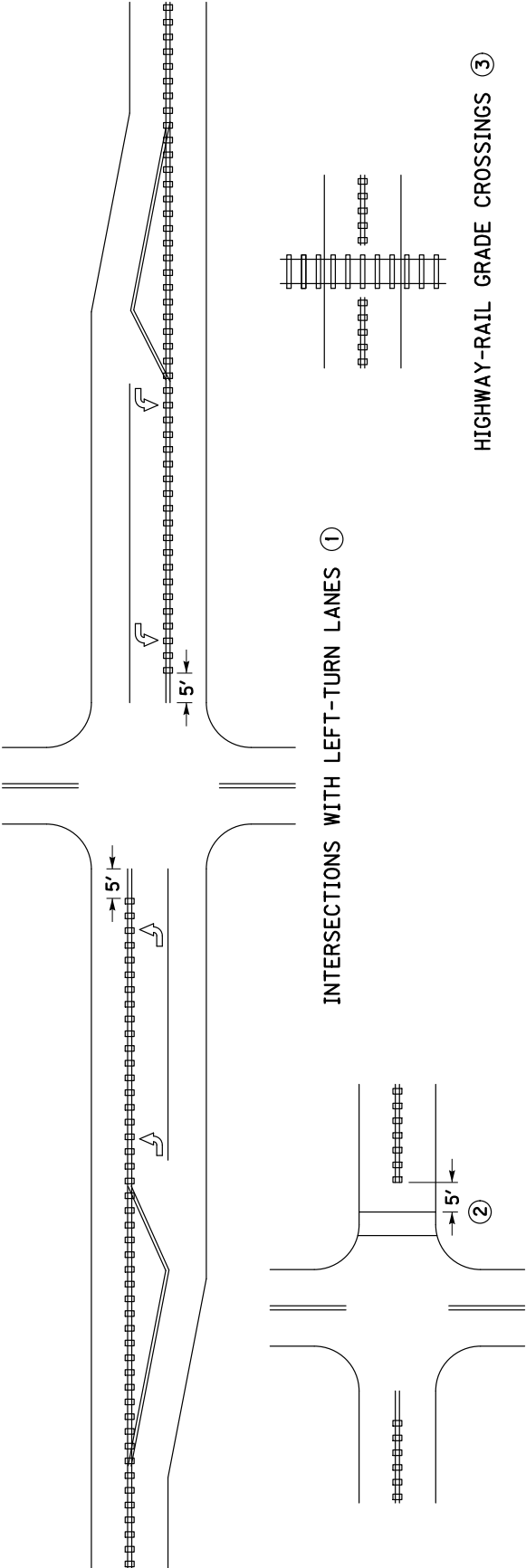
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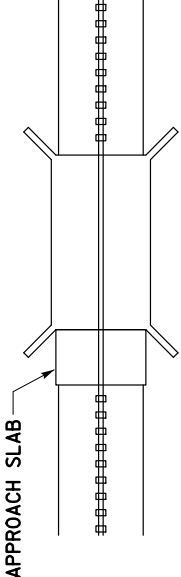
Applicable Special Notes

## REFERENCES

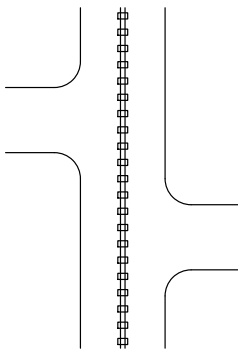
1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2012
2. FHWA Manual on Uniform Traffic Control Devices (MUTCD) – 2009 Edition w/Revisions
3. Kentucky Department of Highways Standard Drawings, 2016 edition, as applicable:
  - RBI-002-07 Typical Guardrail Installations
  - RBR-005-11 Guardrail Components
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  - TPM-125-03 Pavement Marker Arrangement Exit Gore And Off-Ramp
  - TPM-130-03 Pavement Marker Arrangement On-Ramp With Tapered Acceleration Lane
  - TPM-135-03 Pavement Marker Arrangement On-Ramp With Parallel Acceleration Lane
  - TPM-140-03 Pavement Marker Arrangements Two-Way, Left Turn Lane
  - TMP-145-03 Pavement Marker Arrangement Channelized Intersection
  - TPM-160-02 Centerline Rumble Strips 6 Inch Striping
  - TTC-100-04 Lane Closure Two-Lane Highway
  - TTD-120-02 Double Fines Zone Signs
  - TTD-125-02 Pavement Condition Warning Signs
  - TTS-130-02 Mobile Operation for Durable Striping Case III
  - TTS-135-02 Mobile Operation for Durable Striping Case IV
4. Kentucky Department of Highways Sepias, as applicable:
  - Drawing No. 002 Centerline Rumble Strips
  - Drawing No. 005 Shoulder and Edgeline Rumble Strip Details
  - Drawing No. 007 Shoulder Rumble Strip Details Two Lane Roadways
  - Drawing No. 008 Rumble Strip Details Multi-Lane Roadways And Ramps
  - Drawing No. 024 Typical Guardrail Installations
  - Drawing No. 025 Installation Of Guardrail End Treatment Type 1
  - Drawing No. 027 Steel Beam Guardrail (“W” Beam)
  - Drawing No. 028 Steel Guardrail Posts
  - Drawing No. 029 Guardrail End Treatment Type 1
  - Drawing No. 030 Guardrail End Treatment Type 4A
  - Drawing No. 032 Delineators For Guardrail
  - Drawing No. 033 Guardrail System Transition
  - Drawing No. 038 Guardrail Treatment Type 2A



INTERSECTIONS WITHOUT LEFT-TURN LANES ①



BRIDGE DECK/APPROACH SLAB ④



DRIVEWAYS/MINOR COMMERCIAL ENTRANCES ⑤

~ NOTES ~

- ① CENTERLINE RUMBLE STRIPS SHALL BE OMITTED THROUGH MAJOR INTERSECTIONS WITH, OR WITHOUT, LEFT-TURN LANES. OMIT THE CENTERLINE RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF THE AREA WHERE THE CENTERLINE PAVEMENT MARKINGS HAVE BEEN OMITTED (NORMALLY WHERE SIDE STREET RADIUS INTERSECTS MAINLINE).
- ② CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED THROUGH MARKED CROSSWALKS. OMIT THE CENTERLINE RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF MARKED CROSSWALKS.
- ③ CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED ACROSS HIGHWAY-RAIL GRADE CROSSINGS.
- ④ CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED ON BRIDGE DECKS OR APPROACH SLABS.
- ⑤ CENTERLINE RUMBLE STRIPS SHALL BE INSTALLED THROUGH DRIVEWAYS & MINOR COMMERCIAL ENTRANCES.
- 6. CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS, OR WHERE LANE WIDTHS ARE LESS THAN 11 FT.

DRAWING NOT TO SCALE

USE WITH CUR. STD. DWGS.  
TPM-155 AND TPM-160

KENTUCKY DEPARTMENT OF HIGHWAYS
CENTERLINE RUMBLE STRIPS
SUBMITTED <i>R. Allen</i> 11-23-16 DATE
002

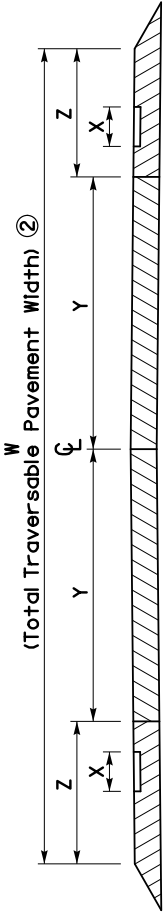
BID ITEM AND UNIT TO BID  
CENTERLINE RUMBLE STRIPS

LF

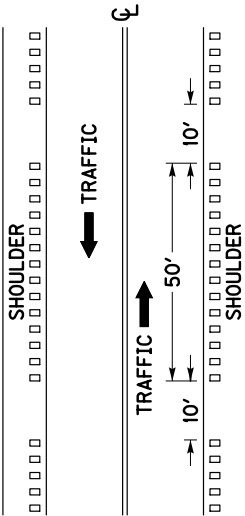
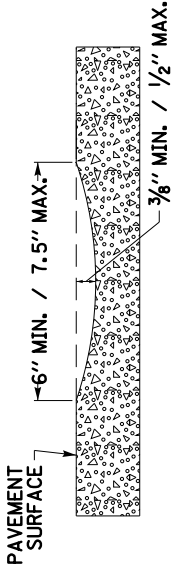
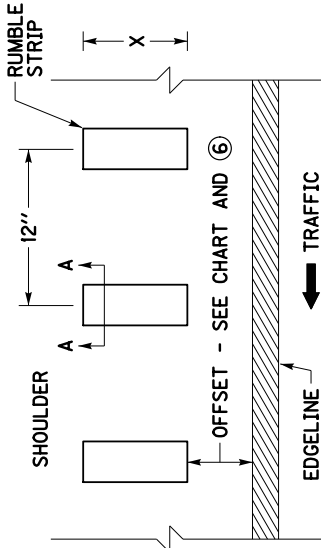


(Total Traversable Pavement Width) ②

PAVEMENT CROSS-SECTION



PAVEMENT WIDTH (W) ②	RUMBLE LENGTH (X) ⑥	OFFSET ⑥	CLRS & SRS	
			LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④
34'	8"	6"	12'	5'
35'	8"	6"	12'	5.5'
36'	8"	6"	12'	6'
37'	12"	12"	12'	6.5'
38'	12"	12"	12'	7'
39'	12"	12"	12'	7.5'
>=40'	16"	12"	12'	>=8'



~ NOTES ~

- SHOULDER RUMBLE STRIPS SHOULD BE INSTALLED ACCORDING TO THE DIMENSIONS PROPOSED ABOVE UNLESS THERE IS AN ENGINEERING BASIS THAT SUPPORTS A CHANGE IN DIMENSION. FOR EXAMPLE, IF THE EXISTING LANE WIDTH IS NARROWER THAN THE LANE WIDTH PROPOSED IN THIS DRAWING AND THE EXISTING SHOULDER PAVEMENT DEPTH IS NOT SUITABLE TO BE CONVERTED INTO A PORTION OF THE PROPOSED LANE WIDTH, THEN THE EXISTING LANE WIDTH SHOULD BE USED INSTEAD OF THE WIDTH PROPOSED IN THIS DRAWING.
- PAVEMENT WIDTH (W) IS THE TOTAL WIDTH OF TRAVERSABLE PAVEMENT. DO NOT INCLUDE THE WIDTH OF ANY NON-TRAVERSABLE PAVEMENT, SUCH AS PAVEMENT WEDGES, WHEN MEASURING THE PAVEMENT WIDTH (W).
- LANE WIDTH (Y) TO BE MEASURED FROM CENTER OF ROAD TO CENTER OF EDGELINE STRIPE.
- PAVED SHOULDER WIDTH (Z) TO BE MEASURED FROM CENTER OF EDGELINE STRIPE TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE. IF THE TYPICAL SECTION SHOWS A LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) THAT DIFFERS FROM THE WIDTHS LISTED IN THIS DRAWING, THE ENGINEER SHALL DETERMINE THE LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) AT THE TIME OF CONSTRUCTION.  
NOTE: CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHEN THE LANE WIDTH (Y) IS LESS THAN 11 FT.
- RUMBLE LENGTH (X) AND/OR OFFSET DISTANCE MAY BE MODIFIED AS THE ENGINEER DIRECTS, IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE COMBINED WIDTH OF THE PROPOSED RUMBLE LENGTH (X) AND OFFSET DISTANCE.
- ALL SHOULDER RUMBLE STRIPS ALONG SHOULDERS THAT ARE 5' OR WIDER SHOULD INCLUDE BICYCLE GAPS AS DETAILED.
- SHOULDER RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

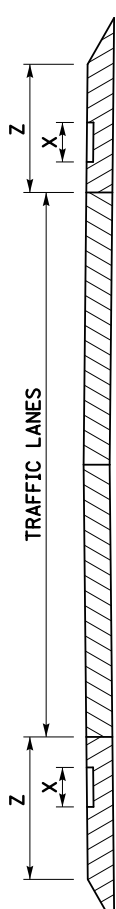
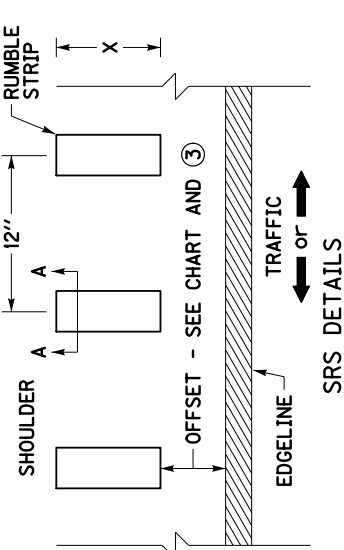
BID ITEM AND UNIT TO BID  
SHOULDER RUMBLE STRIPS

LF

DRAWING NOT TO SCALE

USE WITH SEPTA 005

KENTUCKY
DEPARTMENT OF HIGHWAYS
SHOULDER RUMBLE STRIP
DETAILS
TWO LANE ROADWAYS
SUBMITTED <i>R. [Signature]</i> 11-23-16 DATE
007

PAVEMENT CROSS-SECTION  
(WHEN SRS ARE SPECIFIED)

SECTION A-A

$\frac{3}{8}$ " MIN. /  $\frac{1}{2}$ " MAX.

- ① FOR MULTI-LANE ROADWAYS, THE RUMBLE TYPE TO BE INSTALLED IS BASED ON SHOULDER WIDTH (Z). FOR SHOULDER WIDTHS OF 2', 3', AND 4' THE RUMBLE TYPE MAY BE SPECIFIED AS EITHER EDGELINE RUMBLE STRIPS (ELRS) OR SHOULDER RUMBLE STRIPS (SRS). IN THESE SITUATIONS, THE RUMBLE TYPE TO BE INSTALLED WILL BE SPECIFIED IN THE PLANS, PROPOSAL, AND/OR BID ITEMS, OR AS DIRECTED BY THE ENGINEER.
- ② WHEN ELRS ARE SPECIFIED, SHOULDER WIDTH (Z) IS FROM LANE SIDE EDGE OF RUMBLE STRIP TO OUTSIDE EDGE WHEN SRS ARE SPECIFIED, SHOULDER WIDTH (Z) IS FROM CENTER OF EDGELINE STRIPE TO OUTSIDE EDGE
- ③ RUMBLE LENGTH (X) AND/OR OFFSET DISTANCE MAY BE MODIFIED AS THE ENGINEER DIRECTS, IF THE SHOULDER LENGTH IS EQUAL TO OR LESS THAN THE COMBINED WIDTH OF THE PROPOSED RUMBLE LENGTH (X) AND OFFSET DISTANCE.
4. DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE.
- ⑤ WHEN ELRS ARE SPECIFIED, THE EDGELINE MARKING SHALL BE PLACED IN THE CENTER OF THE RUMBLE STRIP.
- ⑥ SHOULDER RUMBLE STRIPS (SRS) ALONG OUTSIDE (RIGHT) SHOULDERS THAT ARE 5' OR WIDER SHOULD INCLUDE BICYCLE GAPS ARE NOT REQUIRED ON INSIDE (LEFT) SHOULDERS. BICYCLE GAPS SHALL NOT BE USED ON SHOULDERS LESS THAN 5' WIDE.
7. RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS, OR WHEN THE SHOULDER WIDTH IS LESS THAN 1 FT.

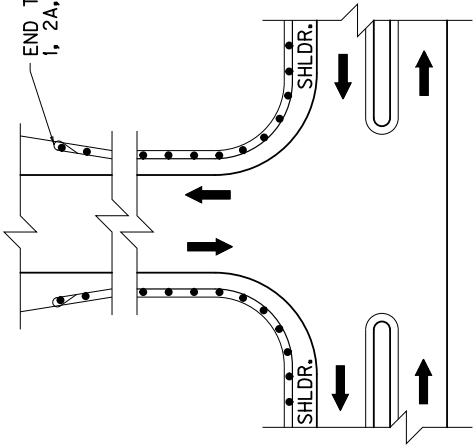
55

ISE WITH SEPIA 005

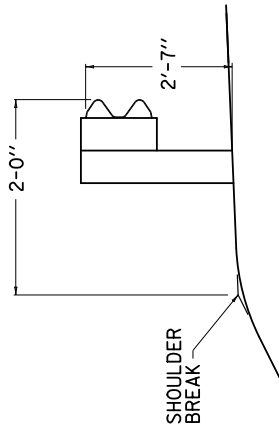
## RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS AND RAMPS

008

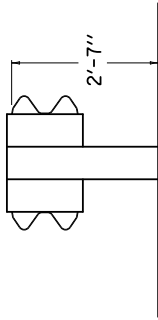
END TREATMENT (TYPES  
1, 2A, 3, 4A, OR 7 AS REQUIRED )



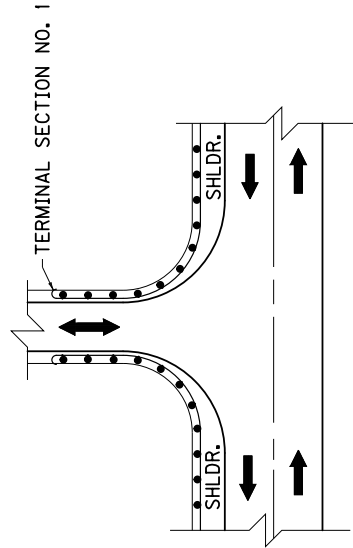
APPROACH ROADS



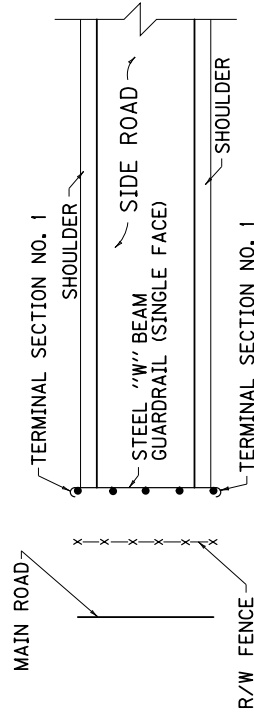
NORMAL GUARDRAIL INSTALLATION



TYPICAL DOUBLE FACE  
GUARDRAIL INSTALLATION



ENTRANCES



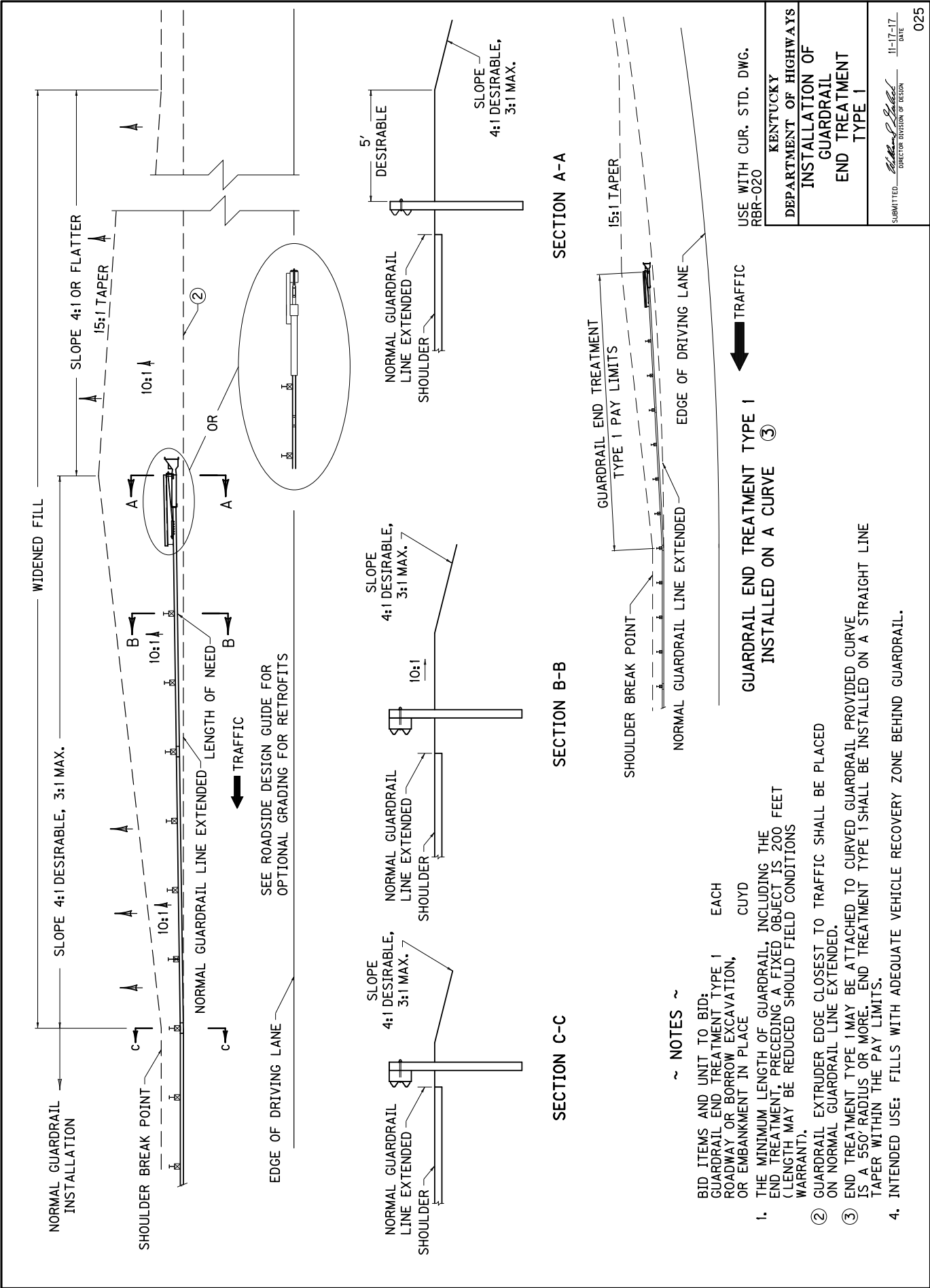
GUARDRAIL USED AS A BARRICADE

~ NOTES ~

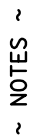
1. FOR END TREATMENT TYPE 4A USE CUR. STD. DWG. RBR-035 FOR OFFSETS.
2. THE MINIMUM LENGTH OF GUARDRAIL, INCLUDING THE END TREATMENT, PRECEDING A FIXED OBJECT IS 200 FEET: (LENGTH MAY BE REDUCED SHOULD FIELD CONDITIONS WARRANT).

USE WITH CUR. STD. DWG.  
RBI-002, RBR-035

DEPARTMENT OF HIGHWAYS KENTUCKY
TYPICAL GUARDRAIL INSTALLATIONS
SUBMITTED <i>William J. Seibert</i> 11-17-17 DIRECTOR DIVISION OF DESIGN DATE
024







BID ITEM AND UNIT TO BID  
GUARDRAIL-STEEL W BEAM-S FACE  
OR

GUARDRAIL-STEEL W BEAM-D FACE LF

1. DIMENSIONAL TOLERANCES NOT SHOWN OR IMPLIED ARE INTENDED TO BE THOSE CONSISTENT WITH THE PROPER FUNCTIONING OF THE PART, INCLUDING ITS APPEARANCE AND ACCEPTED MANUFACTURING PRACTICES.

2. THE RAIL ELEMENT SHALL COMPLY WITH AASHTO M-180 -CLASS A, TYPE II.

3. ALL LAPS SHALL BE PLACED IN THE DIRECTION OF TRAFFIC FLOW.

④ TOLERANCE + 1/4" - 1/4"


⑤ 8-5/8" x 1 1/4" LONG BUTTON HEAD BOLTS AND HEX HEAD RECESS NUTS REQUIRED FOR EACH RAIL SPLICE.

⑥ LENGTH EQUALS POST AND BLOCK WIDTH PLUS 2" FOR BOLT OR 2 1/4" FOR THREADED ROD.

7 GALVANIZED STEEL 10d COMMON COATED NAIL (DRIVE NAIL AT THE TOP OR BOTTOM CENTER OF BLOCK AND POST AFTER BOLT IS INSTALLED).

⑧ 5/8" x ⑥ STEEL THREADED ROD AND TWO (2) HEX HEAD NUTS OR 5/8" x ⑥ BUTTON OR HEX HEAD BOLT AND HEX HEAD NUT.

⑨ 5/8"x8" BUTTON HEAD BOLT, HEX HEAD RECESS NUT AND ONE 5/8" ROUND WASHER (TYP.). BOLT SHALL HAVE A MINIMUM THREAD LENGTH OF 2".

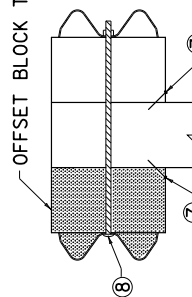
 A MINIMUM THREAD LENGTH OF 2' REQUIRED FOR DOUBLE RAIL

10. BOTH 12'-6" AND 25' LENGTHS OF "W" BEAM GUARDRAIL SECTIONS WILL BE PERMITTED UNLESS OTHERWISE DIRECTED BY THE ENGINEER.



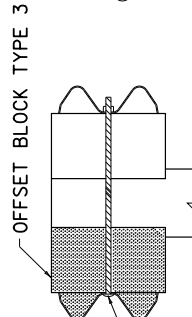
(RAIL CORRUGATED  
SHEET STEEL BEAM)

✓ OFFSET BLOCK TYPE 3



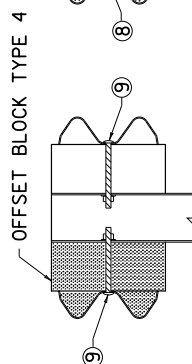
## SECTION A-A

DOUBLE FACE RAIL WITH  
TIMBER POST



SECTION A-A

DOUBLE FACE RAIL WITH  
ROUND TIMBER POST



SECTION A-A

DOUBLE FACE RAIL WITH  
STEEL POST (W6x9)  
(TIMBER OR APPROVED  
COMPOSITE OFFSET BLOCK)

**KENTUCKY**

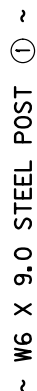
DEPARTMENT OF HIGHWAYS  
KENTUCKY

STEEL BEAM

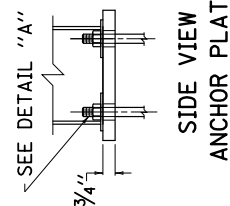
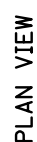
GUARDRAIL  
( "W" BEAM )

SUBMITTED William S. Leland 11-17-17  
DIRECTOR DIVISION OF DESIGN DATE

027

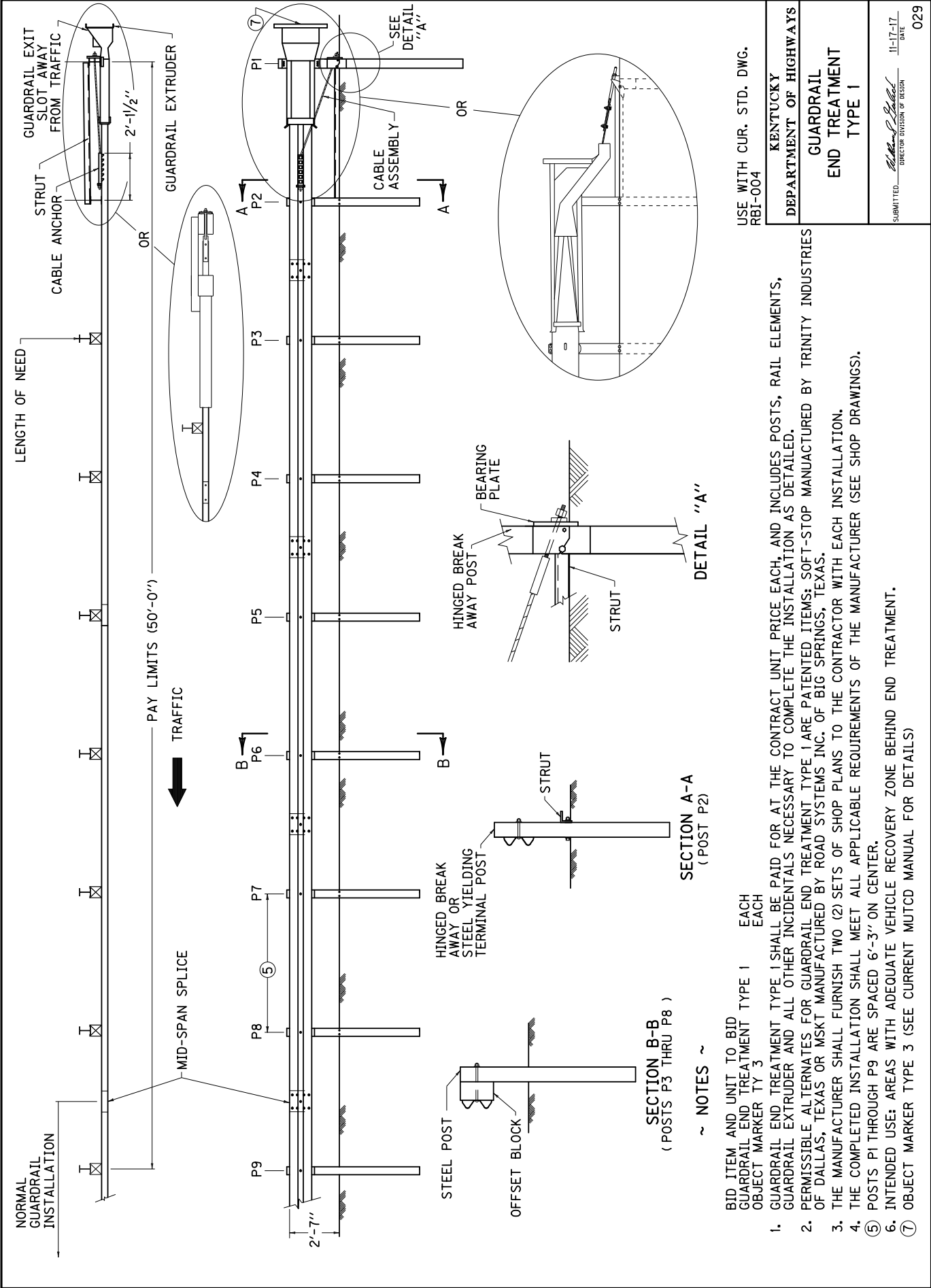


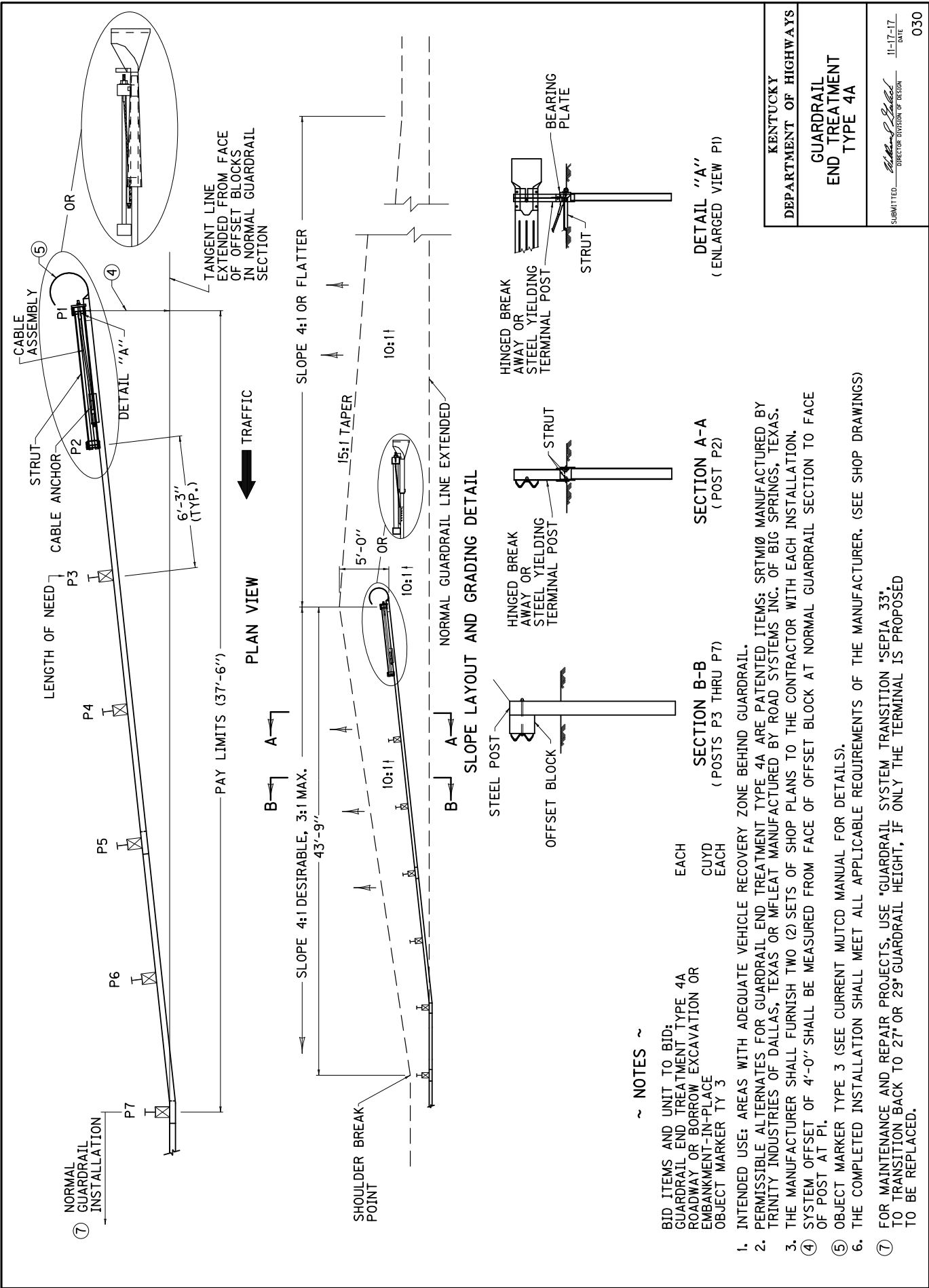
OFFSET BLOCK TYPE 4  
6" X 8" (Nominal Size)  
(TIMBER OR APPROVED COMPOSITE)  
(FOR USE WITH STEEL POST ONLY)



- ~ NOTES ~
- ① W6 X 8.5 IS AN ACCEPTABLE ALTERNATE.
  - ② THESE HOLES ARE REQUIRED FOR ATTACHING RAIL.
  - ③ TIMBER OR COMPOSITE BLOCKOUTS MAY BE USED WITH STEEL POST.

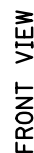
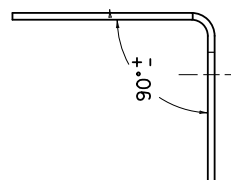
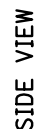
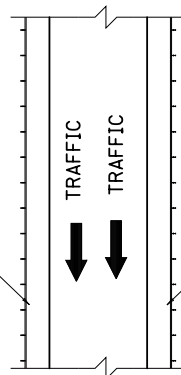
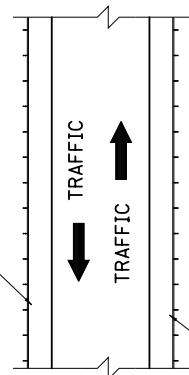
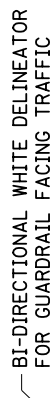
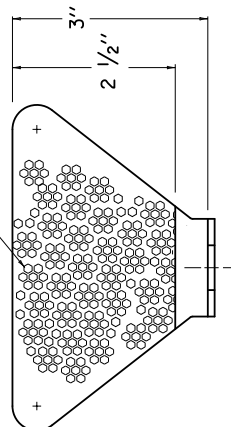
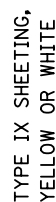
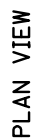
KENTUCKY	
DEPARTMENT OF HIGHWAYS	
STEEL	
GUARDRAIL POSTS	
SUBMITTED	01-09-18
DIRECTOR, DIVISION OF DESIGN	
DATE	
028	



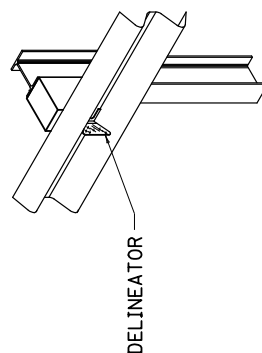


BID ITEMS AND UNIT TO BID

1. DELINEATORS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.
2. DELINEATOR SHAPE AND DIMENSIONS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. TYPES OF DELINEATORS PERMITTED SHALL BE FROM THE LIST OF APPROVED MATERIALS.
3. GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL.
4. DELINEATORS SHALL NOT BE INSTALLED WITHIN THE PAY LIMITS OF THE END TREATMENT.
5. DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL.
6. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURER'S TOLERANCES.
7. WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL, AND DELINEATORS SHALL COMPLY WITH CURRENT STANDARD DRAWING RBM-020.
8. DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST.



## ISOMETRIC VIEW

USE WITH CUR. STD. DWGS.  
RBM-020, RBR-060

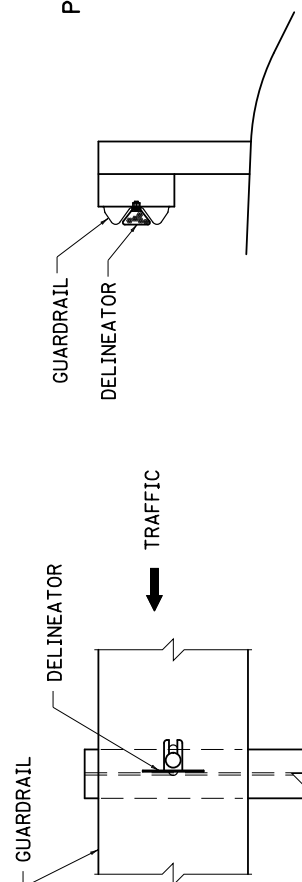
**KENTUCKY**

DEPARTMENT OF HIGHWAYS

## DELINEATORS FOR GUARDRAIL

APPROXIMATE DELINEATOR SPACING	
TANGENT	100'
CURVE	50'

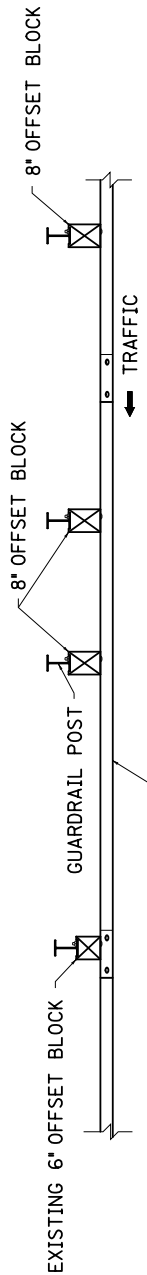
SPACING SHOULD BE ADJUSTED IN CURVES  
SO THAT SEVERAL DELINEATORS ARE ALWAYS  
SIMULTANEOUSLY VISIBLE TO THE ROAD USER.



FRONT VIEW

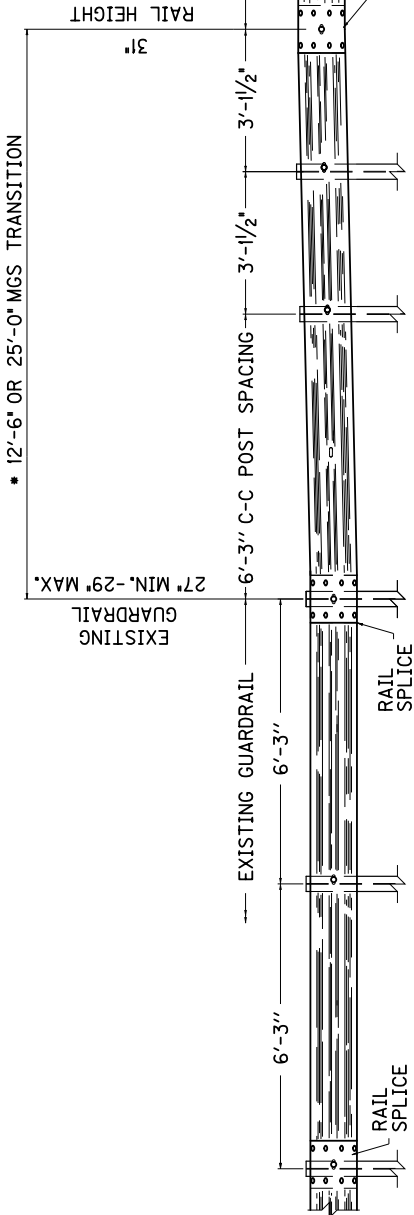
**SIDE VIEW**

SUBMITTED William S. Lalor DATE 11-17-17  
DIRECTOR DIVISION OF DESIGN 032



PLAN VIEW

• 12'-6' TRANSITION FROM 29" TO 31" SHOWN,  
25'-0" REQUIRED FOR 27" TO 31" TRANSITION.



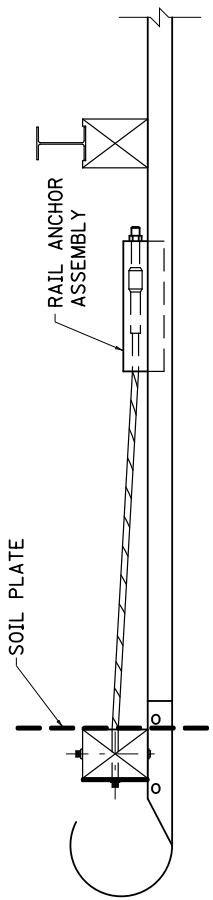
ELEVATION VIEW

~ NOTES ~

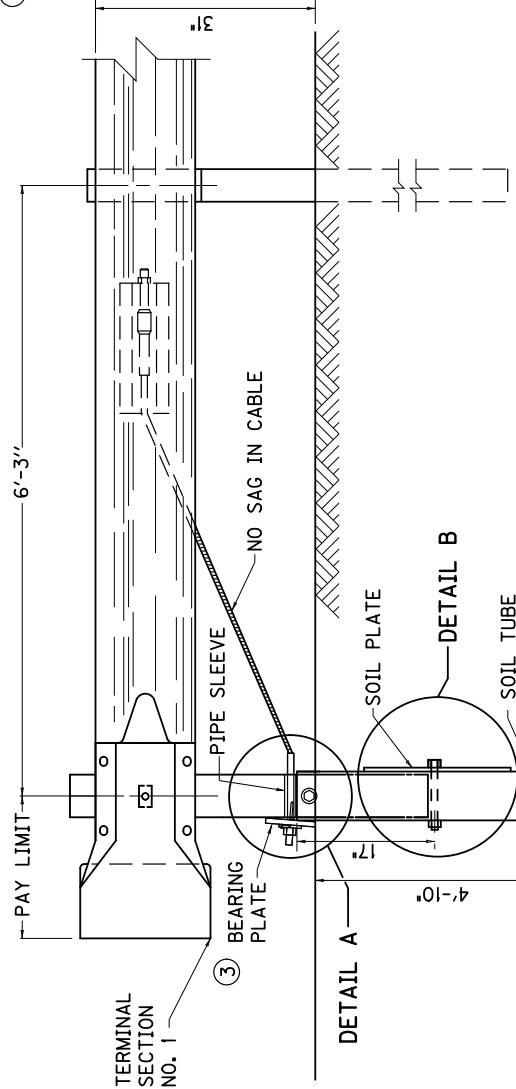
- 1) WHERE POST OFFSET IS CONSTRAINED, AND WHEN THE EXISTING SHOULDER IS WIDER THAN 4 FEET, THE EXISTING SHOULDER MAY BE REDUCED UP TO 2 INCHES TO ACCOMMODATE THE 8 INCH BLOCKS OF THE MGS GUARDRAIL. WHERE SITE CONSTRAINTS PROHIBIT THE POST FROM BEING PLACED AT LEAST TWO FEET IN FRONT OF THE SLOPE BREAK POINT. USE 7 FOOT POSTS.
- 2) MGS TRANSITION FROM EXISTING GUARDRAIL SHALL BE COMPLETED OUTSIDE THE 50 FEET MGS END TERMINAL LIMITS.

KENTUCKY DEPARTMENT OF HIGHWAYS
GUARDRAIL SYSTEM TRANSITION
SUBMITTED: <i>William S. Gabel</i> 11-17-17 DIRECTOR DIVISION OF DESIGN DATE
033

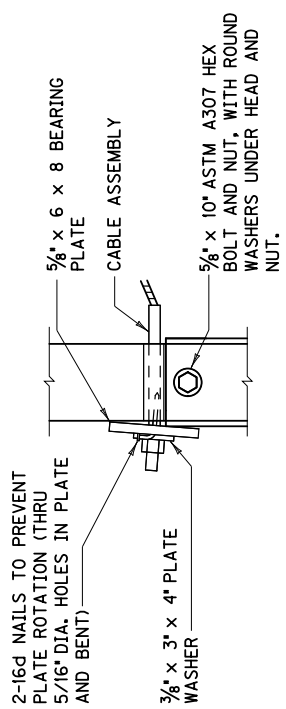
- ~ NOTES ~
- BID ITEM AND UNIT TO BID EACH  
GUARDRAIL END TREATMENT TYPE 2A
1. GUARDRAIL END TREATMENT TYPE 2A SHALL BE TO THE PAY LIMITS AS DETAILED. THE CONTRACT UNIT BID IS EACH AND SHALL INCLUDE A TERMINAL SECTION NO. 1, RAIL ANCHOR ASSEMBLY, CABLE ANCHOR ASSEMBLY, SOIL TUBE, SOIL PLATE AND ALL OTHER INCIDENTALS NECESSARY FOR A COMPLETE INSTALLATION AS DETAILED.
2. IN THE EVENT SOLID ROCK IS ENCOUNTERED, THE SOIL TUBE MAY BE SHORTENED, PROVIDED IT EXTENDS INTO THE SOLID GROUND A MINIMUM OF 3 FEET.
3. INSTALL BEARING PLATE SO THAT THE 'V' OPENING IS AT THE TOP.



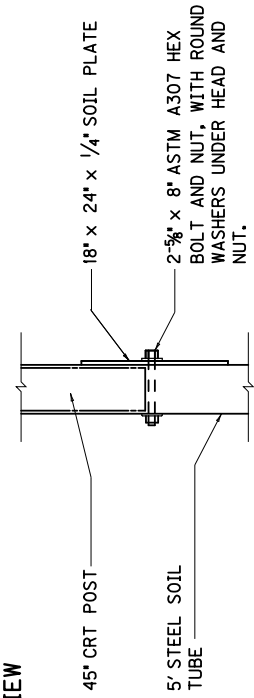
PLAN VIEW



ELEVATION VIEW



DETAIL A

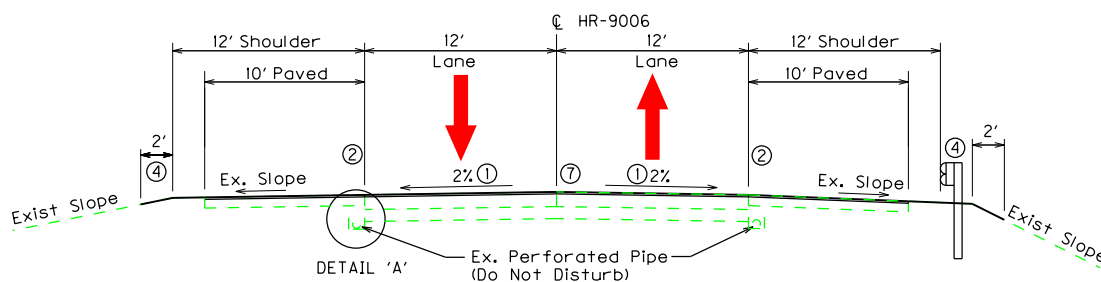


DETAIL B

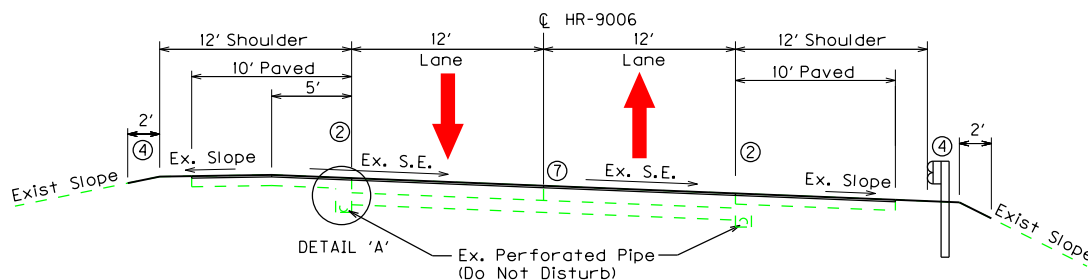
USE WITH CUR. STD. DWGS.  
RBI-001 , RBI-002, RBI-003  
RBR-010

KENTUCKY DEPARTMENT OF HIGHWAYS
GUARDRAIL END TREATMENT TYPE 2A
SUBMITTED: <i>W. S. [Signature]</i> 3-06-18 DIRECTOR DIVISION OF DESIGN DATE
038

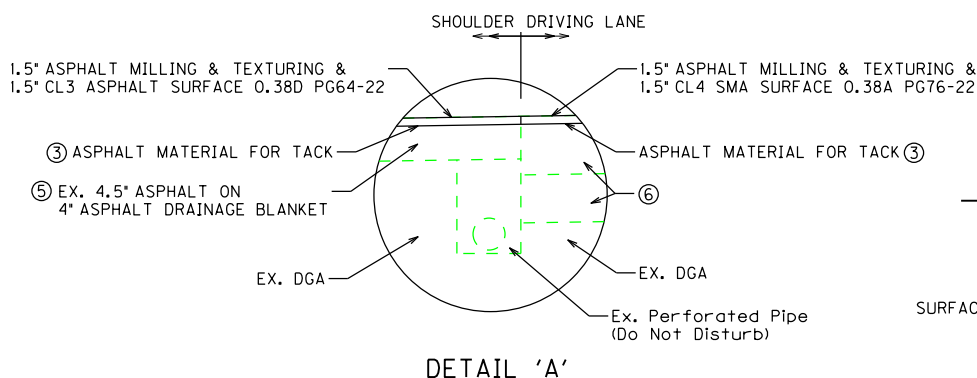
# TYPICAL SECTIONS – FULL SHOULDER REPAIR HAL ROGERS PARKWAY (HR-9006) STA 1150+64 TO STA 1191+40



NORMAL SECTION



RIGHT SUPERELEVATED SECTION



DETAIL 'A'

## PAVEMENT REHABILITATION

### DRIVING LANES

SURFACE --- { 1.5" CL4 SMA SURFACE 0.38A PG76-22  
ASPHALT MATERIAL FOR TACK ③  
1.5" ASPHALT MILLING & TEXTURING

### SHOULDERS

SURFACE --- { 1.5" CL3 ASPHALT SURFACE 0.38D PG64-22  
ASPHALT MATERIAL FOR TACK ③  
1.5" ASPHALT MILLING & TEXTURING

- ① There May Be Locations Where The Existing Cross Slope Is Less Than 2%. Prior To Installing The Surface Course, Place Leveling & Wedging PG64-22 So That The Final Cross Slope Will Be 2%. An Estimated Quantity Of Leveling & Wedging PG64-22 Has Been Included On The Paving Summary For This Work.
- ② Construct Sawed Rumble Strips
- ③ Asphalt Tack Coat Applied At 0.84 LB/SY
- ④ Asphalt Seal Coat Required From The Outside Edge Of The Paved Shoulder To A Point 2' Down The Ditch Or Fill Slope. Two (2) Applications At The Rate Of 2.40 Lbs/SY Item 103 Asphalt Seal Coat 20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M).

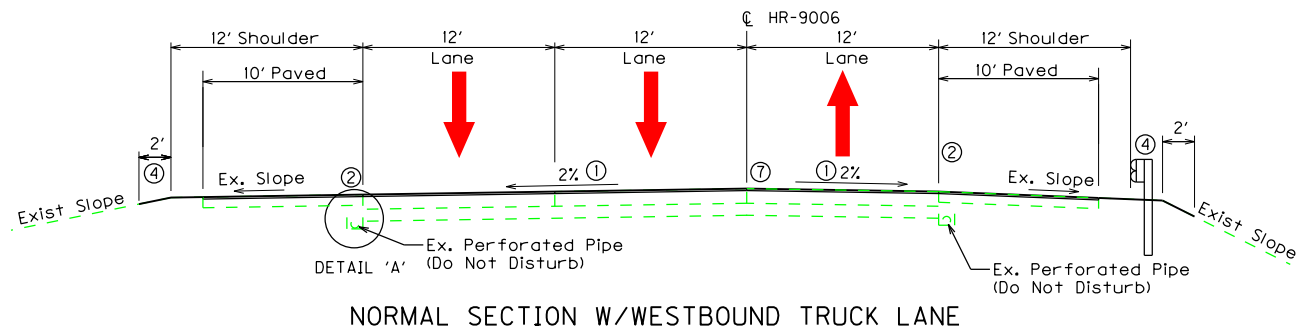
- ⑤ Ex. 8" Asphalt On DGA 1215+90 TO STA 1217+80
- ⑥ Ex. 15.5" Asphalt On DGA Or 9.5" Asphalt On 9" Broken PCC
- ⑦ Construct Centerline Rumble Strips

NOTE: EXISTING PAVEMENT INFORMATION TAKEN FROM PREVIOUS PLANS

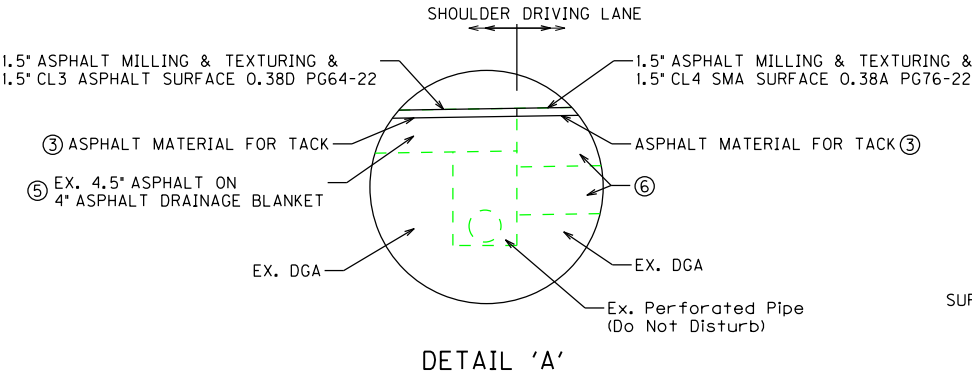
NOT TO SCALE



TYPICAL SECTIONS – FULL SHOULDER REPAIR  
HAL ROGERS PARKWAY (HR-9006)  
STA 1150+64 TO STA 1191+40



NORMAL SECTION W/WESTBOUND TRUCK LANE



DETAIL 'A'

PAVEMENT REHABILITATION

DRIVING LANES

SURFACE --- 1.5" CL4 SMA SURFACE 0.38A PG76-22  
ASPHALT MATERIAL FOR TACK ③  
1.5" ASPHALT MILLING & TEXTURING

SHOULDERS

SURFACE --- 1.5" CL3 ASPHALT SURFACE 0.38D PG64-22  
ASPHALT MATERIAL FOR TACK ③  
1.5" ASPHALT MILLING & TEXTURING

- ① There May Be Locations Where The Existing Cross Slope Is Less Than 2%. Prior To Installing The Surface Course, Place Leveling & Wedging PG64-22 So That The Final Cross Slope Will Be 2%. An Estimated Quantity Of Leveling & Wedging PG64-22 Has Been Included On The Paving Summary For This Work.

② Construct Sawed Rumble Strips

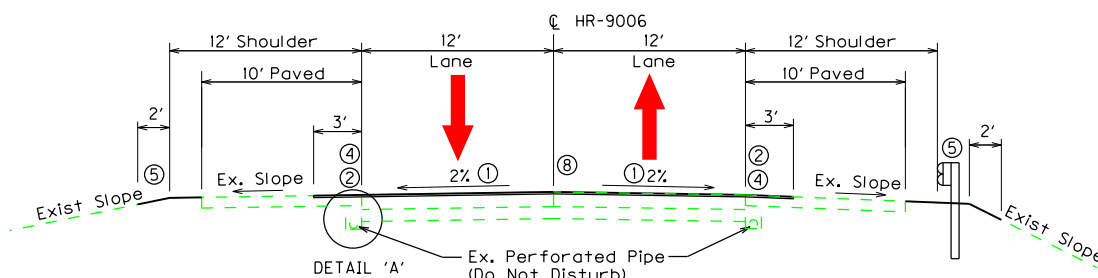
③ Asphalt Tack Coat Applied At 0.84 LB/SY

④ Asphalt Seal Coat Required From The Outside Edge Of The Paved Shoulder To A Point 2' Down The Ditch Or Fill Slope. Two (2) Applications At The Rate Of 2.40 Lbs/SY Item 103 Asphalt Seal Coat  
20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M).
- ⑤ Ex. 8" Asphalt On DGA 1215+90 TO STA 1217+80

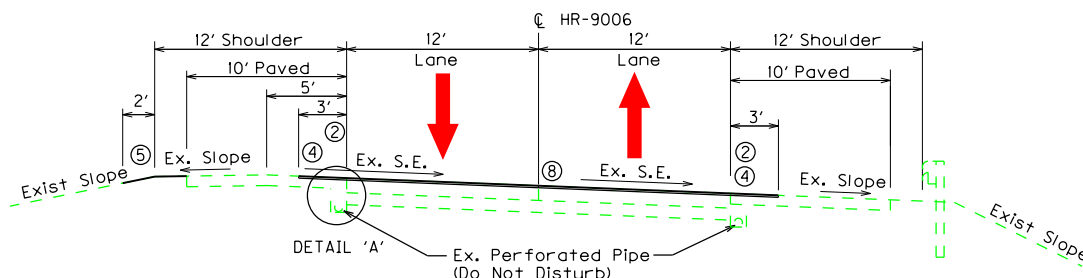
⑥ Ex. 15.5" Asphalt On DGA Or  
9.5" Asphalt On 9" Broken PCC

⑦ Construct Centerline Rumble Strips

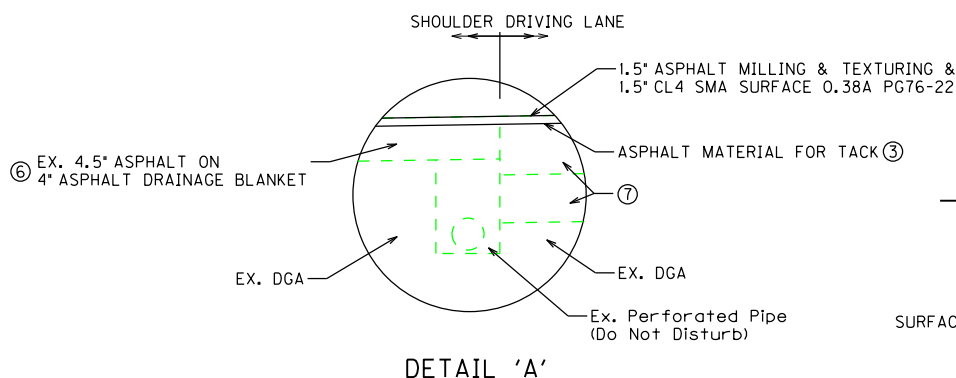
# TYPICAL SECTIONS – PARTIAL SHOULDER REPAIR HAL ROGERS PARKWAY (HR-9006) STA 1191+40 TO STA 2015+51



NORMAL SECTION



RIGHT SUPERELEVATED SECTION



## PAVEMENT REHABILITATION

### DRIVING LANES & 3 FT OF SHOULDERS

SURFACE --- 1.5' CL4 SMA SURFACE 0.38A PG76-22  
ASPHALT MATERIAL FOR TACK (3)  
1.5' ASPHALT MILLING & TEXTURING

- ① There May Be Locations Where The Existing Cross Slope Is Less Than 2%. Prior To Installing The Surface Course, Place Leveling & Wedging PG64-22 So That The Final Cross Slope Will Be 2%. An Estimated Quantity Of Leveling & Wedging PG64-22 Has Been Included On The Paving Summary For This Work.
- ② Construct Sawed Rumble Strips
- ③ Asphalt Tack Coat Applied At 0.84 LB/SY
- ④ Asphalt Shoulder To Be Placed Concurrently With Driving Lane.
- ⑤ At Locations Without Guardrail And Locations Of Guardrail Replacement (See The Guardrail Summary):

Asphalt Seal Coat Required From The Outside Edge Of The Paved Shoulder To A Point 2' Down The Ditch Or Fill Slope. Two (2) Applications At The Rate Of 2.40 Lbs/SY Item 103 Asphalt Seal Coat  
20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M).

DGA Is To Be Used Where Needed To Bring Shoulder Elevation To Match Edge Of Paved Shoulder. See The Paving Summary For Estimated Quantities.

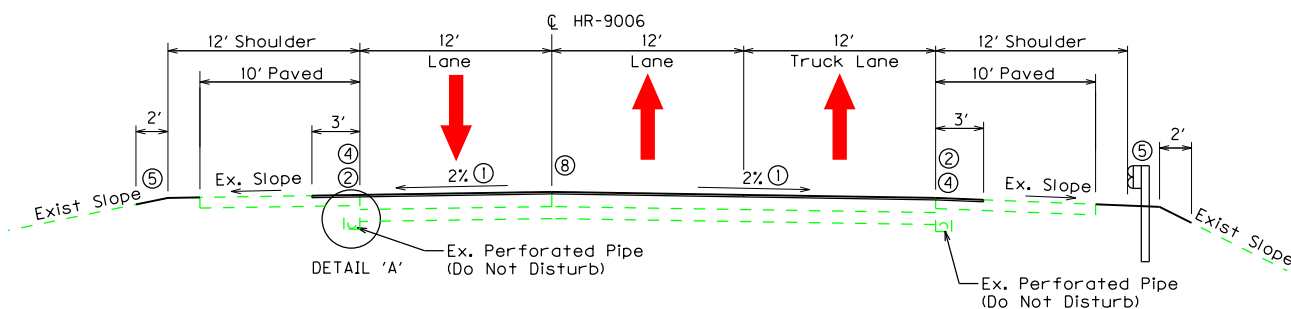
- ⑥ Ex. 8" Asphalt On DGA 1215+90 TO STA 1217+80
- ⑦ Ex. 15.5" Asphalt On DGA Or 9.5" Asphalt On 9" Broken PCC
- ⑧ Construct Centerline Rumble Strips

#### NOTE:

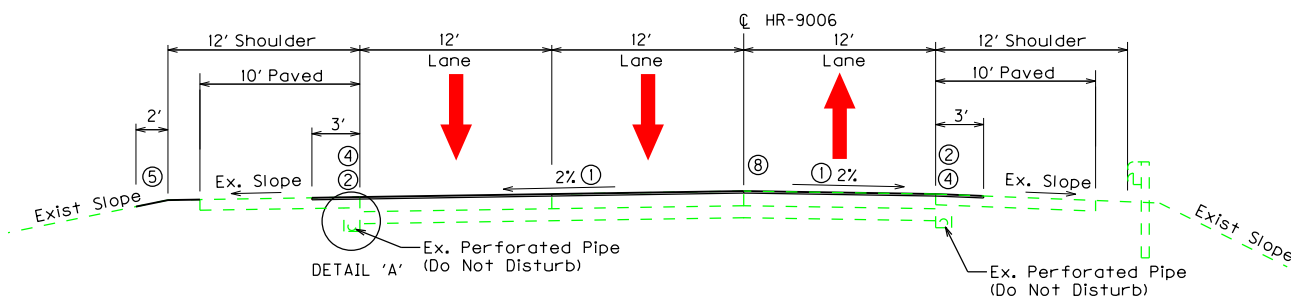
Sta 1325+58 to Sta 1353+89 and  
Sta 1544+95 to Sta 1591+72:

These Areas Have Been Recently Paved And Are Not To Be Milled And Paved With This Project, But Are To Recieve The Other Work Listed In The Proposal (DGA Shoulder Work, Striping, Ditching and Shoulder, Etc.)

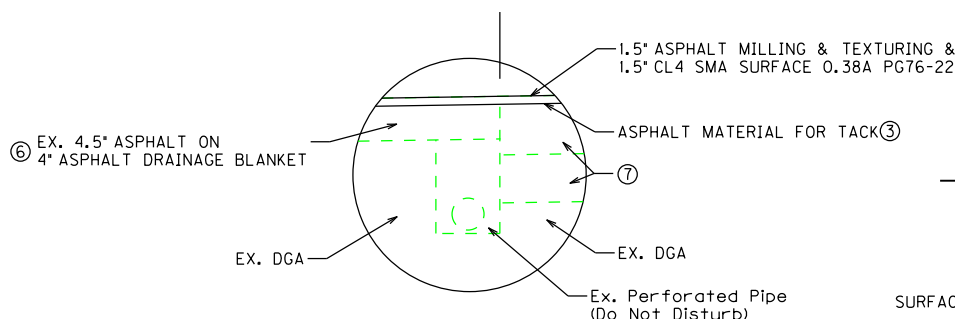
# TYPICAL SECTIONS – PARTIAL SHOULDER REPAIR HAL ROGERS PARKWAY (HR-9006) STA 1191+40 TO STA 2015+51



NORMAL SECTION W/EASTBOUND TRUCK LANE



NORMAL SECTION W/WESTBOUND TRUCK LANE



DETAIL 'A'

## PAVEMENT REHABILITATION

### DRIVING LANES & 3 FT OF SHOULDERS

SURFACE --- 1.5" CL4 SMA SURFACE 0.38A PG76-22  
ASPHALT MATERIAL FOR TACK ③  
1.5" ASPHALT MILLING & TEXTURING

- ① There May Be Locations Where The Existing Cross Slope Is Less Than 2%. Prior To Installing The Surface Course, Place Leveling & Wedging PG64-22 So That The Final Cross Slope Will Be 2%. An Estimated Quantity Of Leveling & Wedging PG64-22 Has Been Included On The Paving Summary For This Work.

- ② Construct Sawed Rumble Strips
- ③ Asphalt Tack Coat Applied At 0.84 LB/SY
- ④ Asphalt Shoulder To Be Placed Concurrently With Driving Lane.
- ⑤ At Locations Without Guardrail And Locations Of Guardrail Replacement (See The Guardrail Summary):

Asphalt Seal Coat Required From The Outside Edge Of The Paved Shoulder To A Point 2' Down The Ditch Or Fill Slope. Two (2) Applications At The Rate Of 2.40 Lbs/SY Item 103 Asphalt Seal Coat  
20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M).

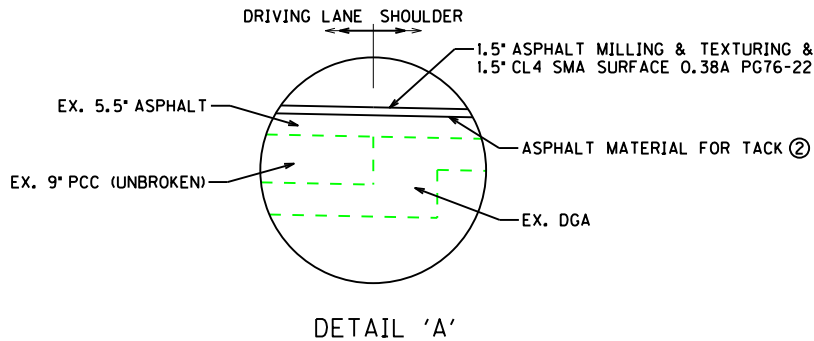
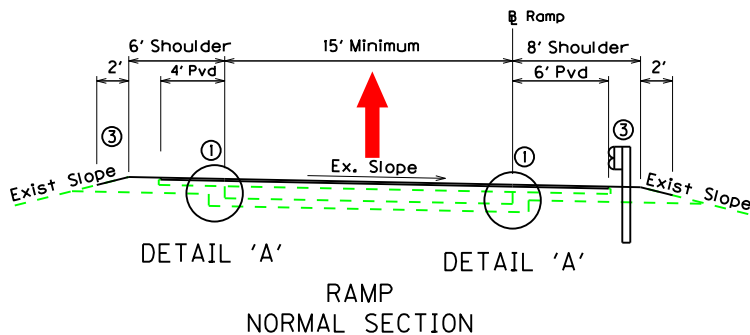
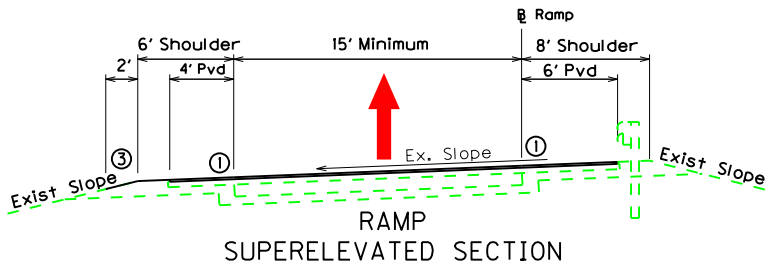
DGA Is To Be Used Where Needed To Bring Shoulder Elevation To Match Edge Of Paved Shoulder. See The Paving Summary For Estimated Quantities.

- ⑥ Ex. 8" Asphalt On DGA 1215+90 TO STA 1217+80
- ⑦ Ex. 15.5" Asphalt On DGA Or 9.5" Asphalt On 9" Broken PCC
- ⑧ Construct Centerline Rumble Strips

NOTE: EXISTING PAVEMENT INFORMATION TAKEN FROM PREVIOUS PLANS

NOT TO SCALE

TYPICAL SECTIONS  
KY 80 INTERCHANGE RAMP



- ① Construct Sawed Rumble Strips
- ② Asphalt Tack Coat Applied At 0.84 LB/SY
- ③ At Locations Without Guardrail And Locations Of Guardrail Replacement (See The Guardrail Summary):

Asphalt Seal Coat Required From The Outside Edge Of The Paved Shoulder To A Point 2' Down The Ditch Or Fill Slope. Two (2) Applications At The Rate Of 2.40 Lbs/SY Item 103 Asphalt Seal Coat  
20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M).

DGA Is To Be Used Where Needed To Bring Shoulder Elevation To Match Edge Of Paved Shoulder. See The Paving Summary For Estimated Quantities.

PAVEMENT REHABILITATION

DRIVING LANES & SHOULDERS

SURFACE --- 1.5" CL4 SMA SURFACE 0.38A PG76-22  
ASPHALT MATERIAL FOR TACK ②  
1.5" ASPHALT MILLING & TEXTURING

**HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

**GENERAL SUMMARY**

<b>CODE</b>	<b>ITEM</b>	<b>UNIT</b>	<b>TOTAL</b>	<b>NOTES</b>
2014	Barricade-Type III	Each	4	
2562	Temporary Signs	SF	500	
2568	Mobilization	LS	1	
2569	Demobilization	LS	1	
2575	Ditching And Shouldering	Lin Ft	86,487	(2)
2650	Maintain & Control Traffic	LS	1	
2671	Portable Changeable Message Sign	Each	4	
2775	Arrow Panel	Each	2	
6401	Flexible Delineator Post-M/W	Each	80	
6403	Flexible Delineator Post-B/W	Each	1,646	
6404	Flexible Delineator Post-M/Y	Each	55	
6511	Pave Striping-Temp Paint-6 In	Lin Ft	306,244	
6547	Pave Striping-Thermo-12 In Y	Lin Ft	6,474	(5)
6568	Pave Marking-Thermo Stop Bar-24 In	Lin Ft	100	(6)
6574	Pave Marking-Thermo Curv Arrow	Each	32	(3)
10020NS	Fuel Adjustment	Doll	24,176	
10030NS	Asphalt Adjustment	Doll	48,839	
23159EN	Durable Waterborne Marking-6 In W	Lin Ft	188,207	
23160EN	Durable Waterborne Marking-6 In Y	Lin Ft	123,663	
23607EC	Pave Mark Thermo-Lane Reduction Arrow	Each	45	(4)
24191ER	Durable Waterborne Marking-12 In W	Lin Ft	3,004	(7)
24489EC	Inlaid Pavement Markers	Each	1,433	(1)

**NOTES:**

- (1) Existing pavement marker removal shall be incidental to the Asphalt Pavement Milling & Texturing bid item. See the Special Note for Inlaid Pavement Markers.
- (2) Includes both directions of roadway and cleaning out all perforated pipe headwalls.
- (3) To replace the existing arrows at the KY 1999, KY 873, and KY 66 Connector intersections.
- (4) To be placed at the ends of truck climbing lanes as directed by the engineer and to replace the existing at the KY 1999, KY 873, and KY 66 Connector intersections.
- (5) Includes quantity for the yellow hatching at the KY 1999, KY 873, and KY 66 Connector intersections.
- (6) Includes quantity for the stop bars at the KY 1999, KY 873, and KY 66 Connector intersections.
- (7) For gore areas at the KY 80 interchange ramps and white traffic islands at the KY 1999, KY 873, and KY 66 Connector intersections.

# **HAL ROGERS PARKWAY REHABILITATION CLAY COUNTY ITEM NOS. 11-20003, 11-20004, 11-20005**

PAVEMENT SUMMARY								
ITEM CODE	ITEM	UNIT	HAL ROGERS PARKWAY	RAMP A	RAMP B	RAMP C	RAMP D	TOTAL
1	DGA BASE (10)	TON	4853					4853
78	CRUSHED AGGREGATE NO 2 (7)	TON	3729					3729
100	ASPHALT SEAL AGGREGATE (1)	TON	628	10	1	3	6	648
103	ASPHALT SEAL COAT (2)	TON	75	1			1	77
190	LEVELING & WEDGING PG64-22 (9)	TON						1000
339	CL3 ASPH SURF 0.38D PG64-22 (3)	TON	747					747
356	ASPHALT MATERIAL FOR TACK (5)	TON	126	2	1	1	1	131
397	CL4 SMA SURF 0.38A PG76-22 (3) (11)	TON	24,422	361	169	241	193	25,386
1000	PERFORATED PIPE - 4 INCH (7)	LF	72					72
1028	PERFORATED PIPE HEADWALL TY3-4 INCH (7)	EA	3					3
2599	FABRIC - GEOTEXTILE TYPE IV (7)	SY	693					693
2676	MOBILIZATION FOR MILLING & TEXTURING	LS						1
2677	ASPHALT PAVEMENT MILLING & TEXTURING (3)	TON	24,669	361	169	241	193	25,633
3240	BASE FAILURE REPAIR (7)	SY	1,200					1,200
3383	PVC PIPE - 4 INCH (7)	LF	75					75
20362ES403	SHOULDER RUMBLE STRIPS-SAWED	LF	153,122	2,341	1,278	1,796	1,348	159,885
20458ES403	CENTERLINE RUMBLE STRIPS	LF	66,518					66,518
22861EN	HIGH STRENGTH GEOTEXTILE FABRIC TY V (7)	SY	765					765
24781EC	INTELLIGENT COMPACTION FOR ASPHALT (6)	TON	24,669					24,669
24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT (8)	SF	2,691,239					2,691,239

**NOTES:**

- (1) Estimated at 20 pounds per square yard per application with two applications required.
- (2) Estimated at 2.4 pounds per square yard per application with two applications required.
- (3) Estimated at 110 pounds per square yard per inch depth.
- (5) Estimated at 0.84 pounds per square yard.
- (6) See the special notes for Intelligent Compaction Of Asphalt Mixtures.
- (7) For Base Failure Repairs - To be used as directed by the Engineer. Item No. 78 quantity Includes 1 ton per each "Perforated Pipe Headwall TY3-4 Inch" to be placed around each headwall per Std Dwg RDP-010-08. See the Base Failure Repair Detail sheets. Estimated 3 Dry and 3 Wet Failures.
- (8) See the special notes for Pavement Mounted Temperature Control Profiles.
- (9) For cross slope correction as directed by the engineer.
- (10) For bringing settled areas of the DGA shoulder up to the grade of the adjacent paved shoulder. Also includes 1242 tons for Base Failure Repairs.
- (11) An additional 500 tons has been added to mainline quantity for test strip.

**HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

PAVEMENT AREAS						
ITEM	HAL ROGERS PARKWAY	RAMP A	RAMP B	RAMP C	RAMP D	TOTAL
	SQUARE YARDS					
1.5" CL4 SMA SURF 0.38A PG76-22 (2)	289,969	4,371	2,052	2,923	2,339	301,654
1.5" CL3 ASPH SURF 0.38D PG64-22	9,058					9,058
1.5" ASPHALT PAVEMENT MILLING & TEXTURING (2)	299,027	4,371	2,052	2,923	2,339	310,711
ASPHALT MATERIAL FOR TACK	299,027	4,371	2,052	2,923	2,339	310,711
ASPHALT SEAL AGGREGATE (1)	62,792	1,040	140	326	599	64,897
ASPHALT SEAL COAT (1)	62,792	1,040	140	326	599	64,897

(1) Area for two applications shown.  
(2) Mainline area includes milling and paving up to the concrete pavement on the KY 66 Connector.

HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005

GUARDRAIL SUMMARY												
LOCATION				ITEM								
				2381	2351	2367	2369	2391	20191ED	1982	1983	1987
				REMOVE GUARDRAIL (1)	STEEL W BEAM GUARDRAIL S FACE	END TREATMENT TYPE		OBJECT MARKER TYPE 3	OBJECT MARKER TYPE 3	DELINEATOR MONO DIR.		
						1	2A	4A		W	Y	BI-W
STATIONS												
EASTBOUND (RT)												
1152+48.4	TO	1160+90.8		842.4	762.5	1		1	2			16
1178+67.2	TO	1181+38.6		271.4	187.5	1		1	2			2
1363+89.5				62.5	25.0			1	1			1
1478+16.3				75	25.0	1			1			1
1483+73.0				62.5	25.0			1	1			1
1495+70.5				75	25.0	1			1			1
1513+09.6				62.5	25.0			1	1			1
1616+86.9				62.5	25.0			1	1			1
1743+17.1				62.5	25.0			1	1			1
1798+76.7				75	25.0	1			1			1
1905+87.3				62.5	25.0			1	1			1
TOTAL EASTBOUND (RT)				1713.8	1175	5	0	8	13	0	0	27
WESTBOUND (LT)												
1153+87.7	TO	1161+60.2		772.5	687.5	1		1	2			14
1437+94.4				75	25.0	1			1			1
1523+06.8				75	25.0	1			1			1
1527+68.7				62.5	25.0			1	1			1
1643+44.4				75	25.0	1			1			1
1660+05.2				62.5	25.0			1	1			1
1673+99.8				75	25.0	1			1			1
1728+94.7				62.5	25.0			1	1			1
1761+35.4				75	25.0	1			1			1
TOTAL WESTBOUND (LT)				1335	887.5	6	0	4	10	0	0	22
RAMP A												
106+39.7	TO	109+69.8	RT	330.1	287.5	1	1		1	6		
106+53.3	TO	115+00.0	LT (2)	846.7	800.0	1			1		17	
RAMP B												
302+31.0			LT	75	25.0	1			1		1	
RAMP D												
401+91.3	TO	404+00.0	RT (2)	208.7	212.5		1			5		
400+50.0	TO	406+66.4	LT (2)	616.4	587.5			1	1		12	
TOTAL RAMPS				2076.9	1912.5	3	2	1	4	11	30	
TOTAL PROJECT				5125.7	3975	14	2	13	27	11	30	49

- (1) Salvage existing guardrail per the Standard Specifications, current edition, Section 719.03.07. The "Guardrail Delivery Verification Sheet" must be completed at the job site and provided to the Central Sign Shop and Recycle Center (formerly the Baily Bridge Yard representative when the delivery is made. All wood posts shall become property of the contractor to be disposed of off site.
- (2) Connect to existing guardrail.

NOTE:  
See Sepia Drawing No. 033 "Guardrail System Transition" for details on transitioning MGS guardrail to older style guardrail.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
DIVISION OF CONSTRUCTIONTC 63-72  
Rev. 08/2015  
Page 1 of 1**GUARDRAIL DELIVERY VERIFICATION SHEET****SECTION 1: CONTRACT INFORMATION**

<b>CONTRACT ID</b>	<b>CONTRACTOR</b>
<b>SECTION ENGINEER</b>	<b>DISTRICT &amp; COUNTY</b>

**SECTION 2: GUARDRAIL DESCRIPTIONS & QUANTITIES**

DESCRIPTION	UNIT	QTY. LEAVING PROJECT	QTY. RECEIVED @ BB YARD
Guardrail (includes end treatments & crash cushions)	LF		
Steel Posts	EACH		
Steel Blocks	EACH		
Wood Offset Blocks	EACH		
Back Up Plates	EACH		
Crash Cushion	EACH		
Nuts, Bolts, Washers	Bag/Bckt		
Damaged rail to maintenance facility	LF		
Damaged posts to maintenance facility	EACH		

**SECTION 3: REQUIRED SIGNATURES PART 1** *(required before leaving project site)***SECTION ENGINEER'S REPRESENTATIVE NAME** *((Print.))*

<b>SECTION ENGINEER'S REPRESENTATIVE SIGNATURE</b>	<b>DATE</b>
--	-------------

**CONTRACTOR'S REPRESENTATIVE NAME** *(Print.)*

<b>CONTRACTOR'S REPRESENTATIVE SIGNATURE</b>	<b>DATE</b>
--	-------------

**SECTION 4: REQUIRED SIGNATURES PART 2** *(required after arrival at Bailey Bridge Yard)***Note:** All material on the truck must be counted & the quantity received column completed before signatures.**BAILEY BRIDGE YARD REPRESENTATIVE NAME** *(Print.)*

<b>BAILEY BRIDGE YARD REPRESENTATIVE SIGNATURE</b>	<b>DATE</b>
--	-------------

**CONTRACTOR'S REPRESENTATIVE NAME** *(Print.)*

<b>CONTRACTOR'S REPRESENTATIVE SIGNATURE</b>	<b>DATE</b>
--	-------------

**Note:** 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.

<b>Completed form submitted to Section Engineer by</b>	<b>DATE</b>
--	-------------

**HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

Perforated Pipe Headwall Summary					
Location	Station	Location	Station	Location	Station
RT	1196+41	RT	1369+80	RT	1534+99
RT	1207+85	RT	1372+33	RT	1540+01
RT	1221+09	RT	1374+83	RT	1545+04
RT	1225+93	RT	1377+30	RT	1592+50
RT	1230+42	RT	1379+82	RT	1594+99
RT	1232+92	RT	1382+31	RT	1597+46
RT	1238+00	RT	1384+84	RT	1600+00
RT	1243+02	RT	1387+29	RT	1602+44
RT	1247+94	RT	1392+30	RT	1604+92
RT	1255+20	RT	1397+29	RT	1607+41
RT	1269+74	RT	1402+29	RT	1609+93
RT	1275+12	RT	1407+28	RT	1614+96
RT	1280+04	RT	1417+27	RT	1617+45
RT	1290+01	RT	1422+25	RT	1619+35
RT	1294+51	RT	1427+41	RT	1619+88
RT	1300+09	RT	1432+38	RT	1622+39
RT	1305+07	RT	1437+25	RT	1624+90
RT	1310+05	RT	1442+21	RT	1630+08
RT	1315+07	RT	1447+19	RT	1632+58
RT	1320+07	RT	1452+25	RT	1634+97
RT	1325+05	RT	1457+19	RT	1637+49
RT	1330+05	RT	1459+66	RT	1644+94
RT	1332+56	RT	1465+21	RT	1647+43
RT	1335+03	RT	1470+20	RT	1648+38
RT	1336+71	RT	1474+95	RT	1649+70
RT	1337+61	RT	1479+95	RT	1650+92
RT	1340+12	RT	1484+99	RT	1652+11
RT	1342+60	RT	1489+97	RT	1653+37
RT	1345+09	RT	1494+96	RT	1654+62
RT	1347+31	RT	1503+44	RT	1655+83
RT	1349+83	RT	1505+94	RT	1657+11
RT	1352+34	RT	1514+98	RT	1658+35
RT	1354+81	RT	1519+97	RT	1662+45
RT	1357+33	RT	1522+49	RT	1663+91
RT	1359+81	RT	1525+00	RT	1666+32
RT	1362+30	RT	1527+48	RT	1669+05
RT	1364+80	RT	1529+97	RT	1674+78
RT	1367+31	RT	1532+49	RT	1680+02

**NOTES:**

Perforated Pipe Headwalls may exist at other locations not shown in the table above.

Cleaning out the Perforated Pipe Headwalls will be incidental to the Ditching and Shouldering bid item.

**HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

Perforated Pipe Headwall Summary					
Location	Station	Location	Station	Location	Station
RT	1684+78	RT	1786+87	RT	1940+86
RT	1687+47	RT	1789+36	RT	1943+35
RT	1689+89	RT	1791+82	RT	1945+84
RT	1692+54	RT	1794+35	RT	1949+12
RT	1695+07	RT	1796+86	RT	1950+79
RT	1697+48	RT	1800+02	RT	1955+83
RT	1699+78	RT	1801+85	RT	1960+81
RT	1702+46	RT	1806+82	RT	1965+49
RT	1705+01	RT	1811+85		
RT	1707+46	RT	1816+86		
RT	1710+02	RT	1821+80		
RT	1712+27	RT	1824+33		
RT	1717+71	RT	1828+85		
RT	1720+20	RT	1833+89		
RT	1723+53	RT	1838+89		
RT	1726+04	RT	1843+88		
RT	1730+03	RT	1848+88		
RT	1732+52	RT	1853+86		
RT	1735+08	RT	1856+40		
RT	1737+57	RT	1858+87		
RT	1740+14	RT	1861+37		
RT	1745+02	RT	1863+86		
RT	1747+55	RT	1866+28		
RT	1750+13	RT	1868+82		
RT	1752+50	RT	1871+35		
RT	1755+02	RT	1873+85		
RT	1757+51	RT	1876+32		
RT	1759+99	RT	1878+81		
RT	1761+89	RT	1883+84		
RT	1764+31	RT	1886+34		
RT	1766+81	RT	1888+90		
RT	1769+36	RT	1891+54		
RT	1771+83	RT	1915+81		
RT	1774+35	RT	1918+80		
RT	1776+84	RT	1933+33		
RT	1779+37	RT	1935+84		
RT	1781+86	RT	1936+85		
RT	1784+36	RT	1938+36		

**HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

Perforated Pipe Headwall Summary					
Location	Station	Location	Station	Location	Station
LT	1196+42	LT	1409+79	LT	1614+93
LT	1201+39	LT	1419+89	LT	1619+37
LT	1225+91	LT	1424+89	LT	1619+87
LT	1230+42	LT	1429+76	LT	1622+42
LT	1235+45	LT	1434+72	LT	1624+87
LT	1245+62	LT	1439+77	LT	1632+47
LT	1260+36	LT	1454+60	LT	1635+02
LT	1271+75	LT	1459+67	LT	1637+50
LT	1275+12	LT	1463+88	LT	1639+94
LT	1284+76	LT	1465+25	LT	1642+46
LT	1294+99	LT	1470+22	LT	1644+90
LT	1300+08	LT	1474+93	LT	1646+53
LT	1304+65	LT	1479+94	LT	1648+37
LT	1308+29	LT	1485+40	LT	1649+86
LT	1310+05	LT	1489+96	LT	1651+23
LT	1315+07	LT	1492+70	LT	1652+48
LT	1319+59	LT	1495+95	LT	1653+70
LT	1325+05	LT	1497+29	LT	1654+95
LT	1349+71	LT	1497+67	LT	1656+19
LT	1352+30	LT	1498+28	LT	1657+71
LT	1354+80	LT	1498+80	LT	1658+82
LT	1357+30	LT	1502+57	LT	1659+99
LT	1359+79	LT	1503+53	LT	1662+44
LT	1362+26	LT	1507+63	LT	1671+34
LT	1364+79	LT	1514+97	LT	1672+35
LT	1367+28	LT	1516+53	LT	1674+84
LT	1369+79	LT	1517+50	LT	1679+85
LT	1372+32	LT	1519+94	LT	1682+33
LT	1374+81	LT	1524+99	LT	1685+11
LT	1377+31	LT	1529+97	LT	1687+73
LT	1379+80	LT	1532+48	LT	1690+26
LT	1382+31	LT	1534+94	LT	1692+71
LT	1384+80	LT	1541+55	LT	1695+22
LT	1387+31	LT	1544+94	LT	1700+23
LT	1389+82	LT	1587+50	LT	1701+74
LT	1394+77	LT	1589+94	LT	1706+77
LT	1399+79	LT	1592+48	LT	1709+19
LT	1404+72	LT	1594+99	LT	1712+17

HAL ROGERS PARKWAY REHABILITATION  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005

Perforated Pipe Headwall Summary			
Location	Station	Location	Station
LT	1715+93	LT	1858+87
LT	1717+14	LT	1861+35
LT	1719+53	LT	1863+83
LT	1723+59	LT	1866+26
LT	1724+38	LT	1868+83
LT	1729+73	LT	1871+32
LT	1732+53	LT	1873+84
LT	1737+35	LT	1876+30
LT	1744+71	LT	1878+82
LT	1747+17	LT	1881+34
LT	1759+60	LT	1883+82
LT	1761+92	LT	1886+33
LT	1764+29	LT	1887+88
LT	1766+80	LT	1888+90
LT	1769+34	LT	1915+81
LT	1771+83	LT	1918+80
LT	1774+36	LT	1929+08
LT	1776+84	LT	1933+33
LT	1779+36	LT	1938+36
LT	1781+85	LT	1940+97
LT	1784+35	LT	1943+34
LT	1786+89	LT	1945+85
LT	1789+35	LT	1950+82
LT	1791+83	LT	1955+84
LT	1794+38	LT	1960+81
LT	1796+84	LT	1971+47
LT	1801+86		
LT	1806+84		
LT	1811+86		
LT	1816+82		
LT	1821+82		
LT	1824+35		
LT	1828+85		
LT	1833+86		
LT	1838+84		
LT	1848+88		
LT	1853+86		
LT	1856+37		

**GENERAL NOTES**  
**HAL ROGERS PARKWAY REHABILITATION PROJECT**  
**CLAY COUNTY**  
**ITEM NOS. 11-20003, 11-20004, 11-20005**

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<b>THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY</b>
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**I. GENERAL**

Perform all work in accordance with the Department's 2012 Standard Specifications, Supplemental Specifications, applicable Special Provisions, and Standard and Sepia Drawings except as specified in these notes or elsewhere in this proposal. Article references are to the Standard Specifications.

(1) Maintain and Control Traffic; (2) Inlaid pavement markers; (3) Asphalt Pavement Milling and Texturing and (4) All other work specified as part of this contract.

All existing mile markers within the project limits have been shown on the plan sheets along with their station based on the centerlines shown in the plans. These can be used to relate the stations shown in the summaries to their location in the field. Referenced Mile Point locations have been measured from the previous mile marker on the eastbound side of the roadway.

**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 the 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 Maintenance Of Traffic Plan.

**B. PAVEMENT STRIPING-6 INCH.** Use Durable Waterborne Marking - 6 Inch (W or Y) for permanent striping.

**C. PAVEMENT STRIPING-12 INCH.** Use Pave Striping-Thermo-12 Inch Y for the hatched areas at the KY 1999, KY 873, and KY 66 Connector intersections. Use Durable Waterborne Marking-12 Inch W for gore areas.

**III. CONSTRUCTION METHODS**

**A. MAINTAIN AND CONTROL TRAFFIC.** See Maintenance Of Traffic Plan.

**B. SITE PREPARATION.** Be responsible for all site preparation. This item shall include, but

is not limited to, clearing and grubbing, excavation and backfilling, embankments, removal of obstructions or any other items, and disposal of materials. All site preparation shall be only as approved or directed by the Engineer. Except for the bid items listed, site preparation will not be measured for payment but shall be incidental to the other items of work.

- C. MILLING AND PAVING.** After milling, where milling is called for in the proposal, correct settlement over pipes and culverts and remove de-bonded or flaking courses.
- D. DISPOSAL OF WASTE.** Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. 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 the disposal of waste and debris from the project or obtaining the necessary permits, but will be incidental to the other items of the work.
- E. FINAL DRESSING, CLEANUP, AND SEEDING.** After all work is completed, completely remove all debris from the job site. Perform Final Dressing Class A on all disturbed areas. Sow all disturbed earthen areas with the seed mixtures specified by the Engineer or place Erosion Control blanket on the areas if directed to do so by the Engineer. This work will be incidental to the other items of work.
- F. PAVEMENT STRIPING AND PAVEMENT MARKERS.** Permanent striping will be in accordance with Section 713, except that:
- (1) Striping will be 6" in width, except 12" in gore areas.
  - (2) Permanent striping will be Durable Waterborne Marking-6 Inch for lane and edge lines, Pave Striping-Thermo-12 Inch for hatched areas, and Durable Waterborne Marking-12 Inch for gore areas.
  - (3) Existing pavement marker removal shall be incidental to Asphalt Pavement Milling & Texturing.
  - (4) Inlaid Pavement Markers will be required. See the Special Note for Inlaid Pavement Markers.
- G. ON SITE INSPECTION.** Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting a bid and shall be thoroughly familiarized 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. The Department will not honor any claims resulting from site conditions.
- H. PROPERTY DAMAGE.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the Department.

- I. **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 conclusion as to the conditions encountered. The department does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation if the conditions encountered are not in accordance with the information shown.
- J. **UTILITY CLEARANCE.** Do not disturb existing overhead or underground utilities. It is not anticipated that any 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. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations at no additional cost to the Department. See the Special Note for Utility Clearance Impact on Construction.

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

Except as specified in these notes, or elsewhere in the drawings or this proposal, the method of measurement will be in accordance with the Standard Specifications.

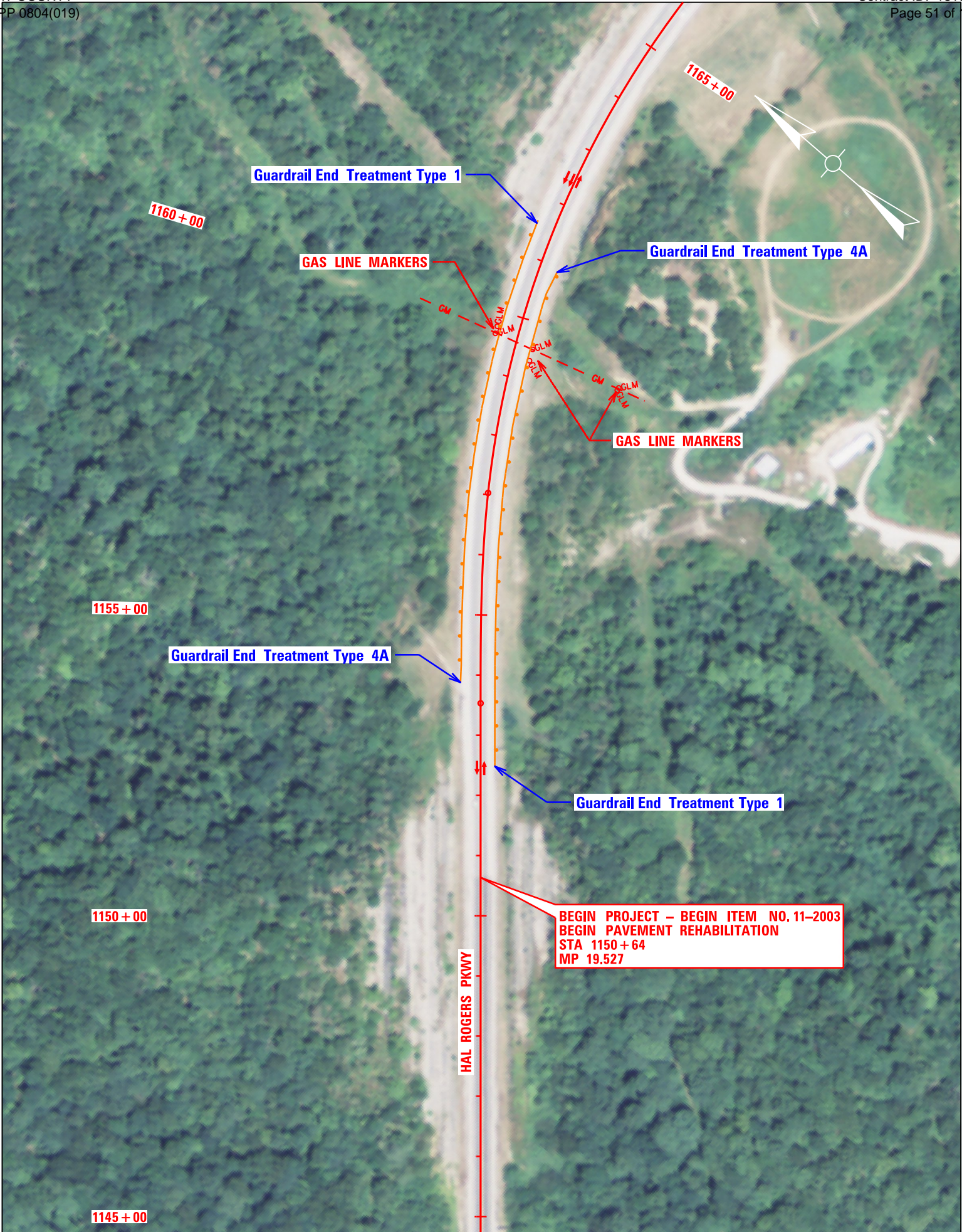
- A. **MAINTAIN AND CONTROL TRAFFIC.** See Maintenance Of Traffic Plan.
- B. **SITE PREPARATION.** Other than the bid items listed, the Department will not measure Site Preparation for payment but shall be incidental to other items of work.
- C. **INLAID PAVEMENT MARKERS AND PERMANENT STRIPING.** Pavement Striping is measured per linear foot. Inlaid Pavement Markers are measured as each (See the Special Note for Inlaid Pavement Markers).

#### V. **BASIS OF PAYMENT**

Except as specified in these notes, or elsewhere in the drawings or this proposal, basis of payment will be in accordance with the Standard Specifications. 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 the Contractor's expense.

- A. **MAINTAIN AND CONTROL TRAFFIC.** See Maintenance Of Traffic 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.
- D. **INLAID PAVEMENT MARKERS AND PERMANENT STRIPING.** See the General Summary Sheet.





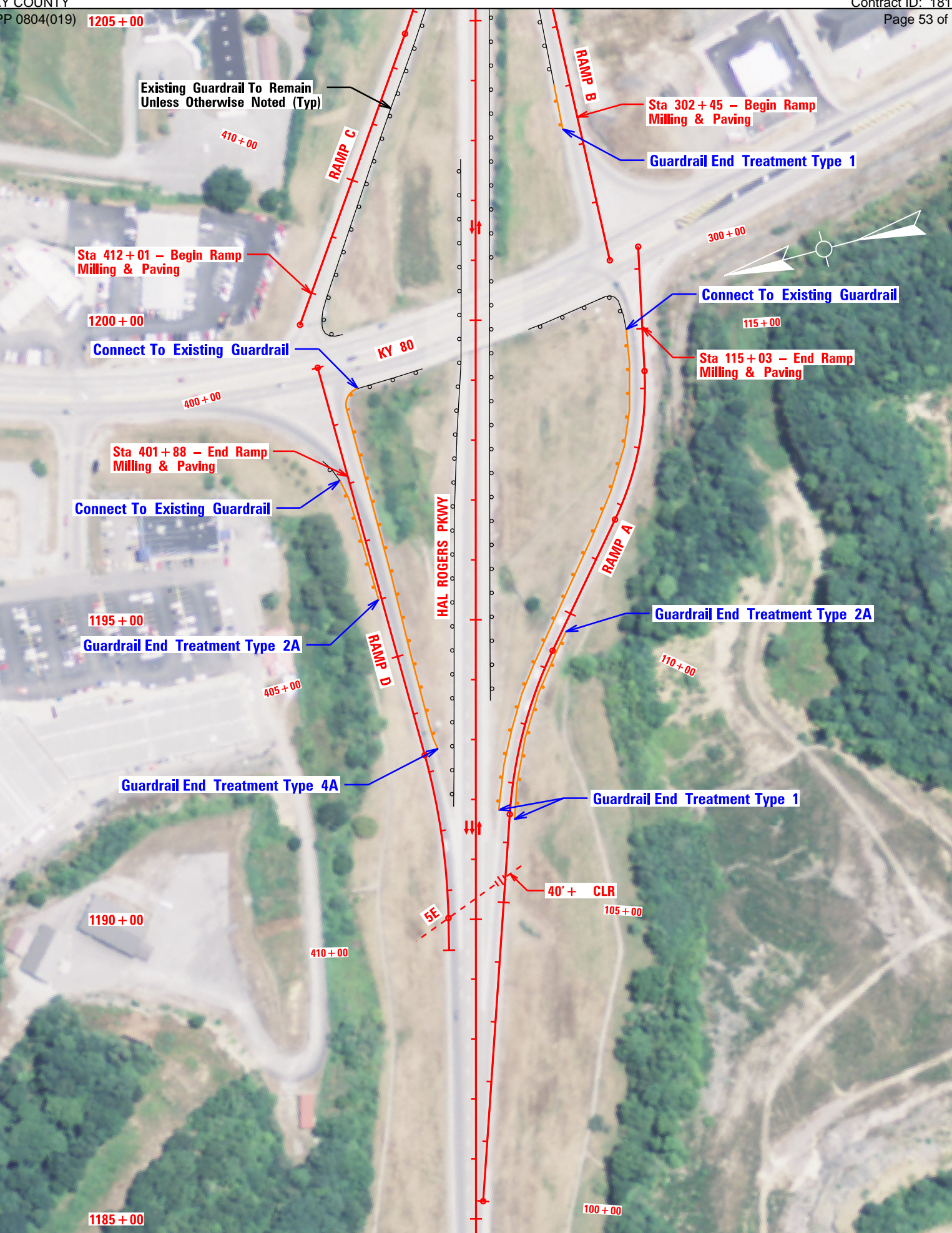
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 1 of 44 - Sta 1145+00 to Sta 1165+00





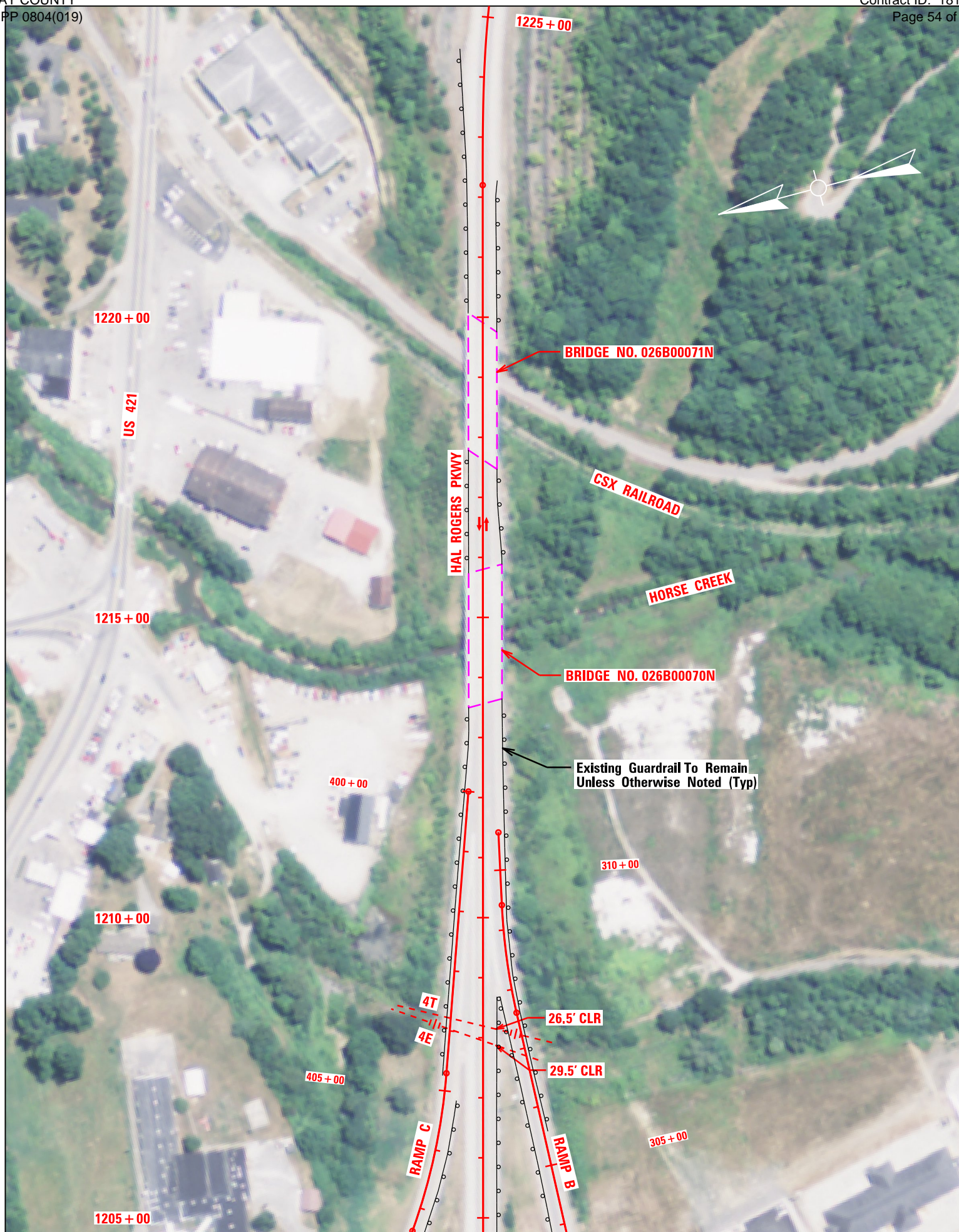
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 2 of 44 - Sta 1165+00 to Sta 1185+00





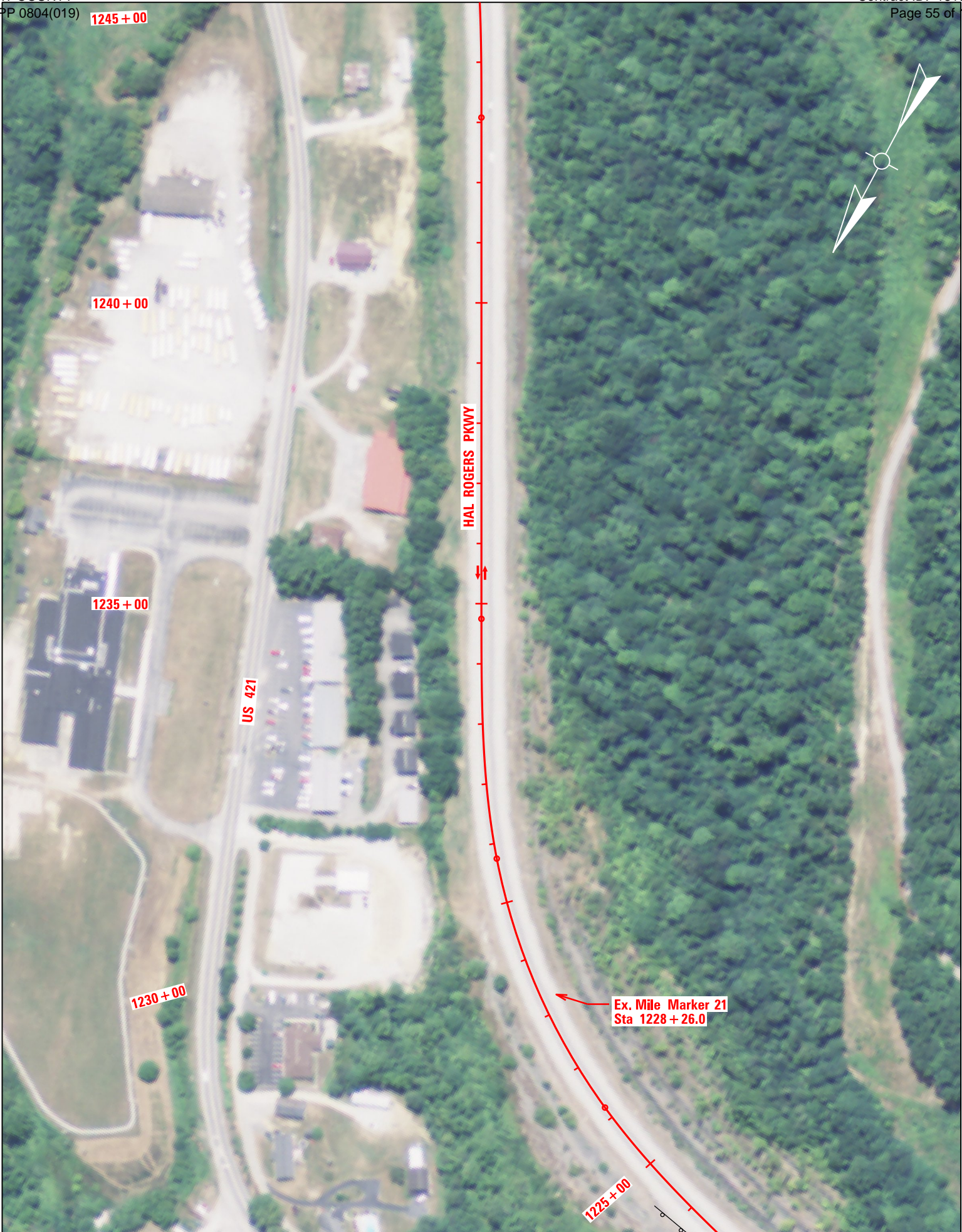
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 3 of 44 - Sta 1185+00 to Sta 1205+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 4 of 44 - Sta 1205+00 to Sta 1225+00





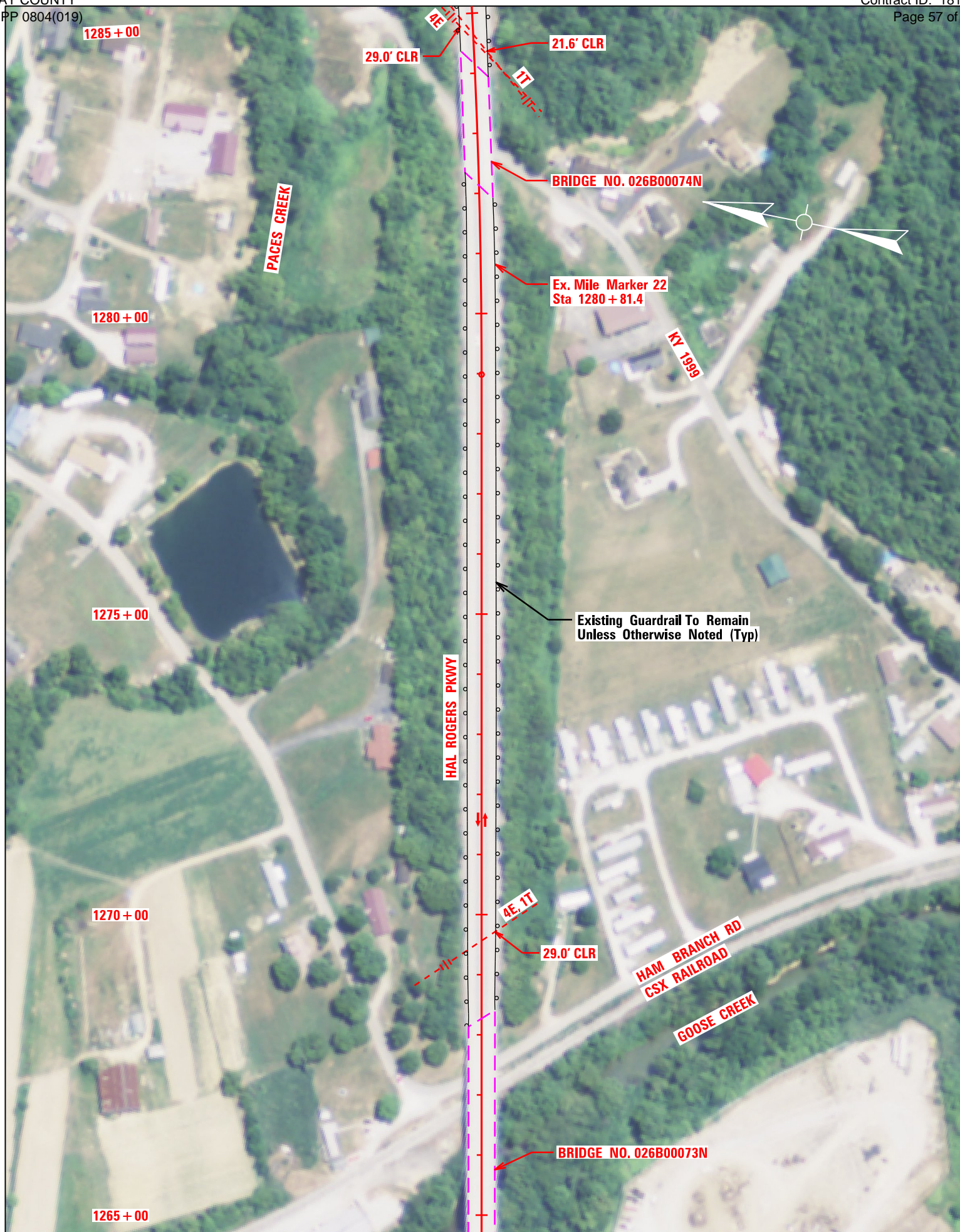
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 5 of 44 - Sta 1225+00 to Sta 1245+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 6 of 44 - Sta 1245+00 to Sta 1265+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 7 of 44 - Sta 1265+00 to Sta 1285+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 8 of 44 - Sta 1285+00 to Sta 1305+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 9 of 44 - Sta 1305+00 to Sta 1325+00













Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 12 of 44 - Sta 1365+00 to Sta 1385+00





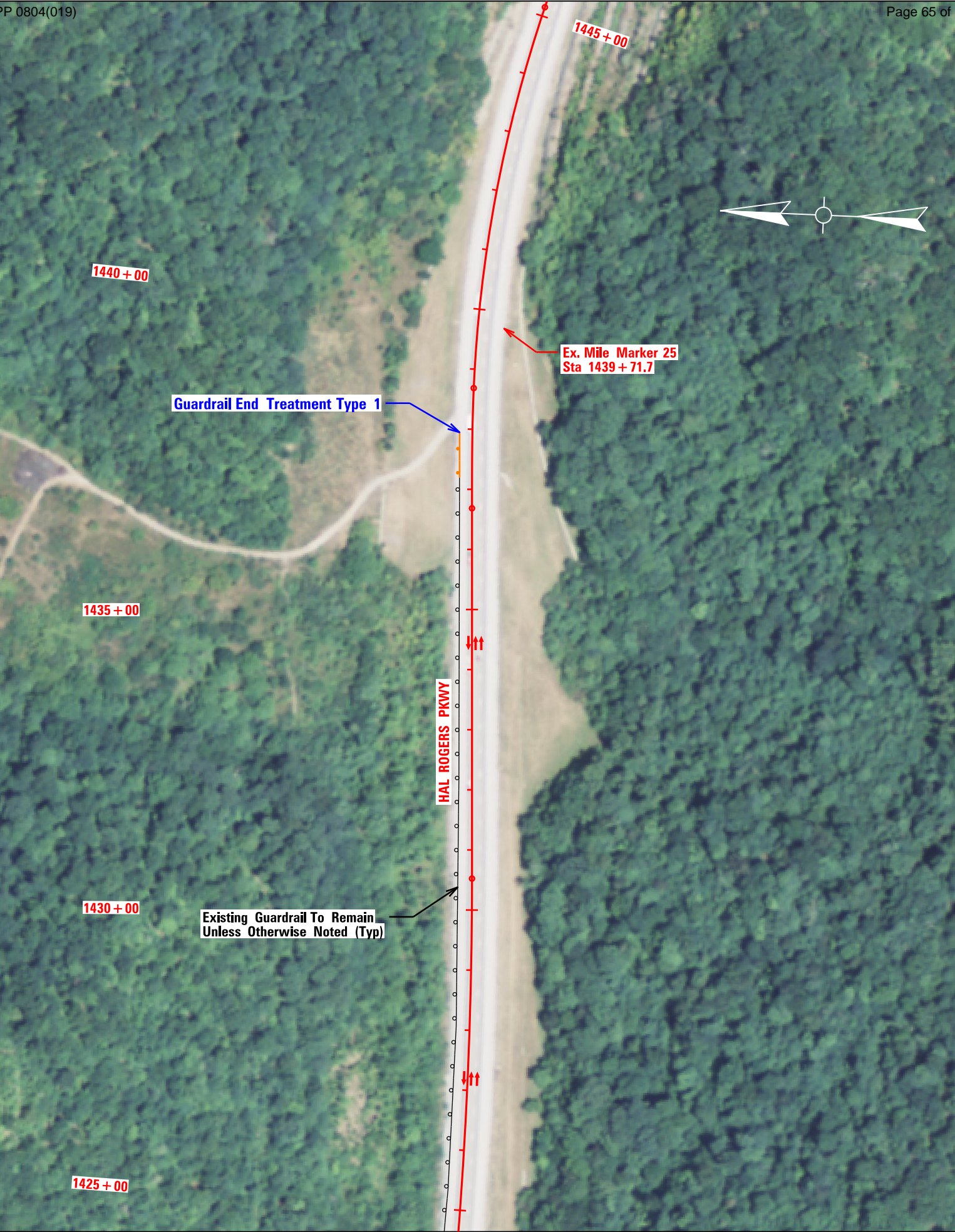
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 13 of 44 - Sta 1385+00 to Sta 1405+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 14 of 44 - Sta 1405+00 to Sta 1425+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 15 of 44 - Sta 1425+00 to Sta 1445+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 16 of 44 - Sta 1445+00 to Sta 1465+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 17 of 44 - Sta 1465+00 to Sta 1485+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 18 of 44 - Sta 1485+00 to Sta 1505+00





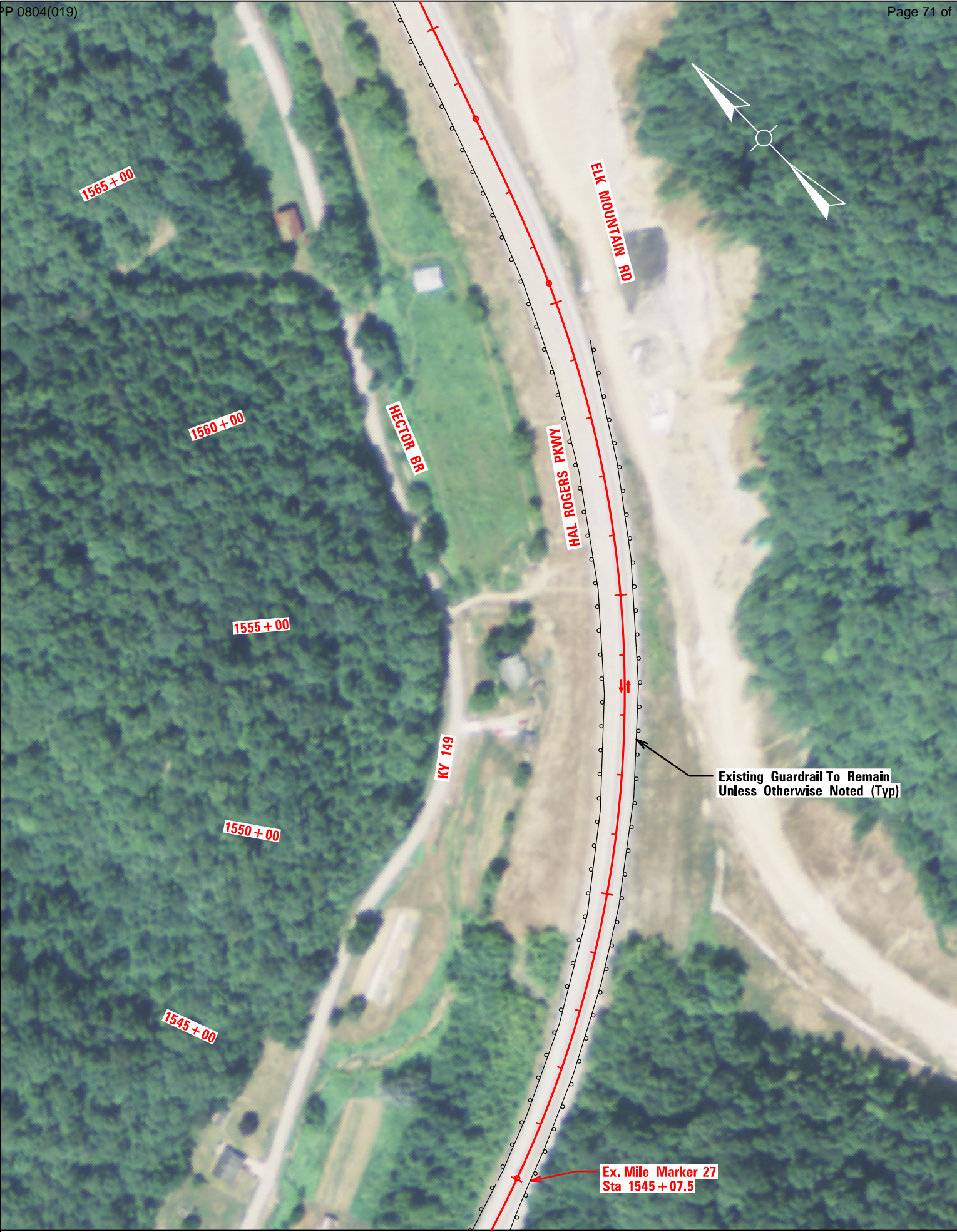
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 19 of 44 - Sta 1505+00 to Sta 1525+00





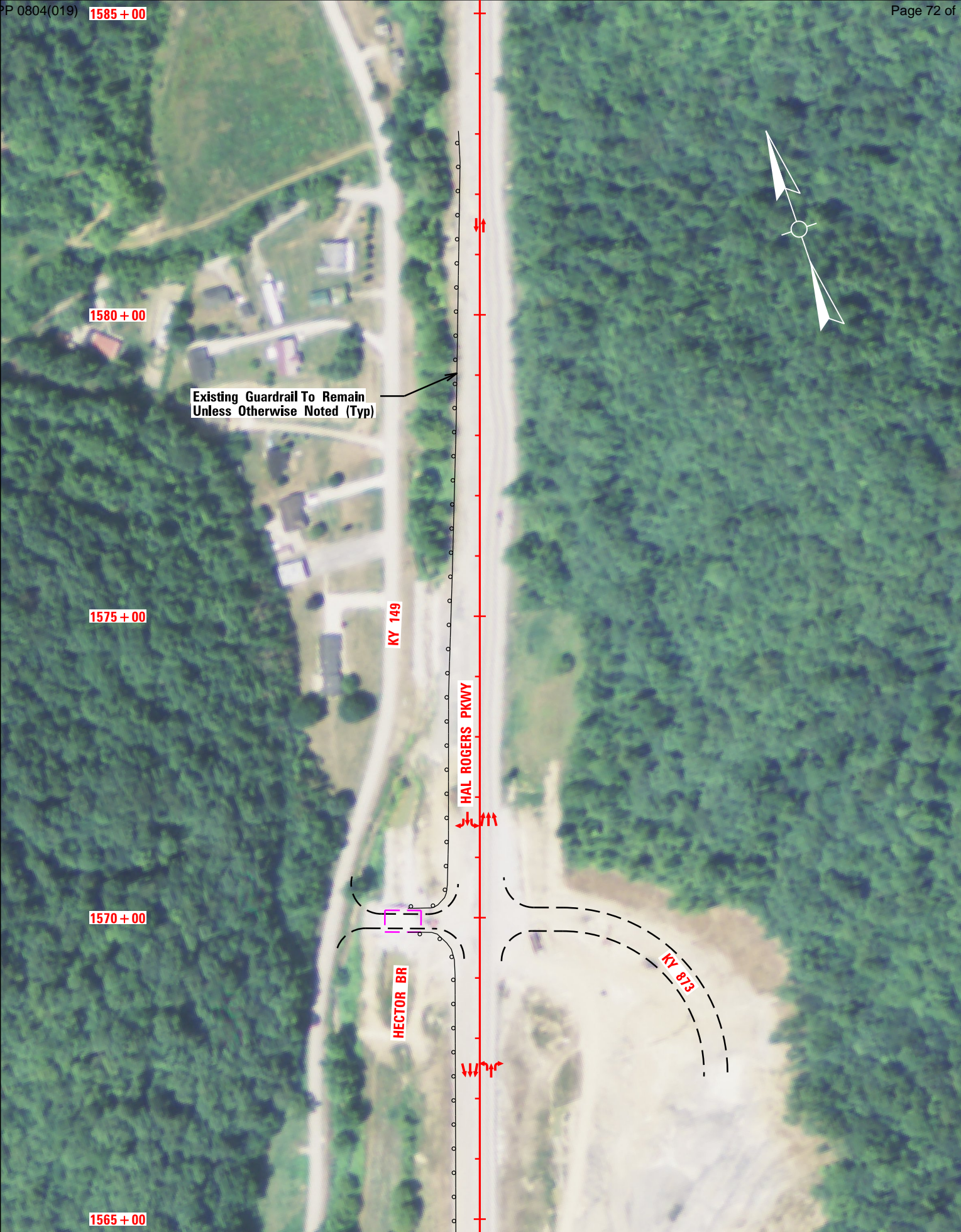
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 20 of 44 - Sta 1525+00 to Sta 1545+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 21 of 44 - Sta 1545+00 to Sta 1565+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 22 of 44 - Sta 1565+00 to Sta 1585+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 23 of 44 - Sta 1585+00 to Sta 1605+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 24 of 44 - Sta 1605+00 to Sta 1625+00





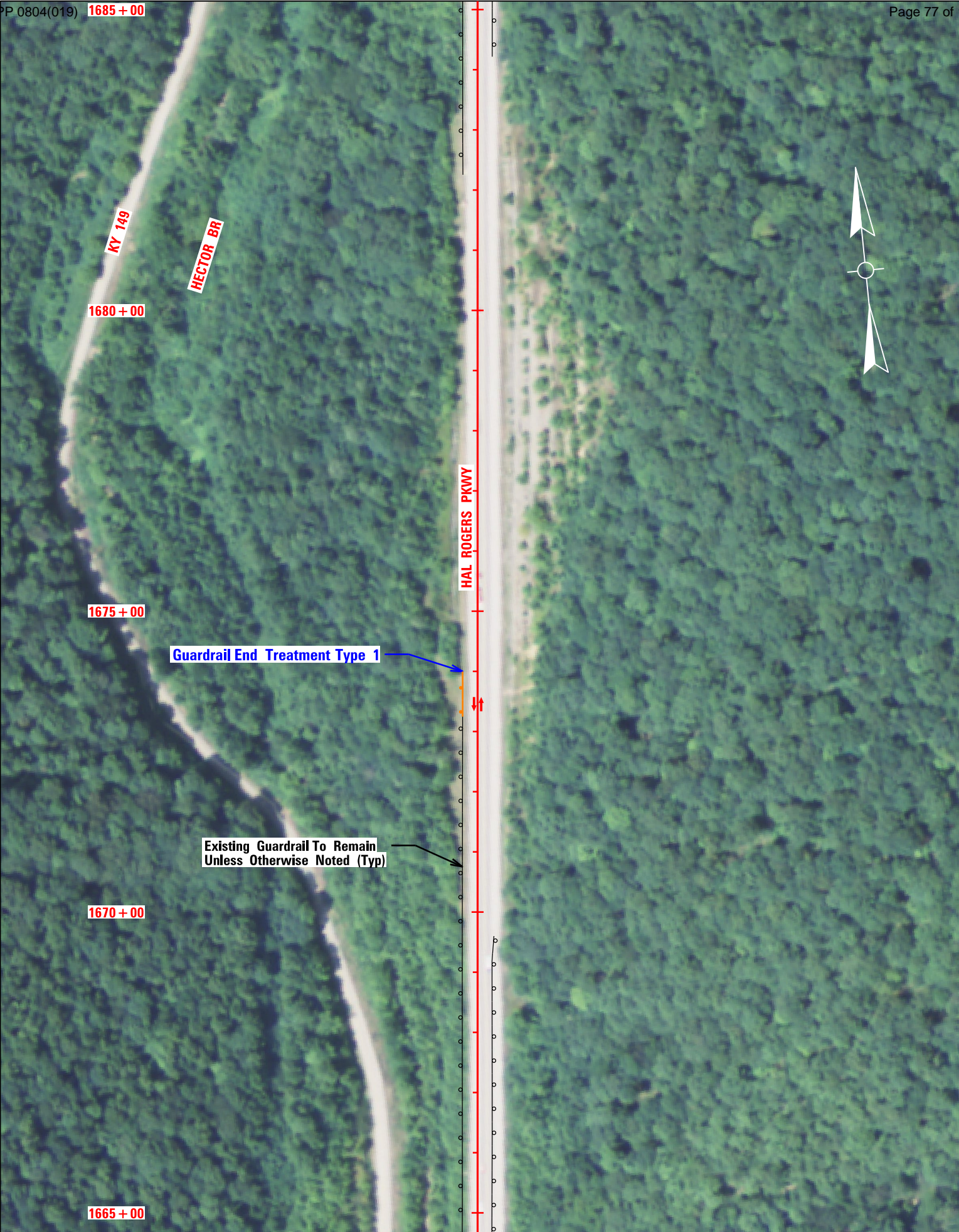
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 25 of 44 - Sta 1625+00 to Sta 1645+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 26 of 44 - Sta 1645+00 to Sta 1665+00





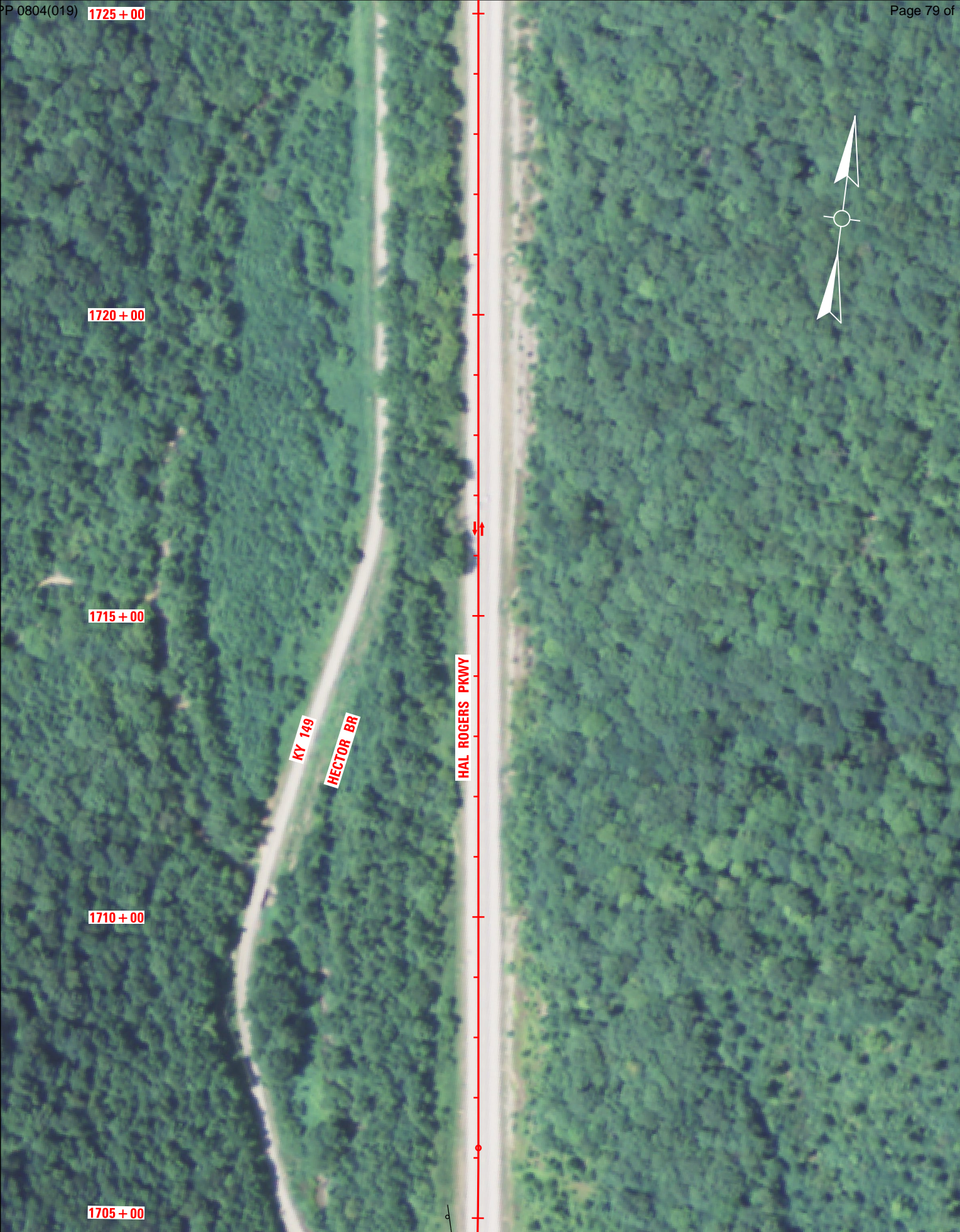
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 27 of 44 - Sta 1665+00 to Sta 1685+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 28 of 44 - Sta 1685+00 to Sta 1705+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 29 of 44 - Sta 1705+00 to Sta 1725+00









Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 31 of 44 - Sta 1745+00 to Sta 1765+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 32 of 44 - Sta 1765+00 to Sta 1785+00





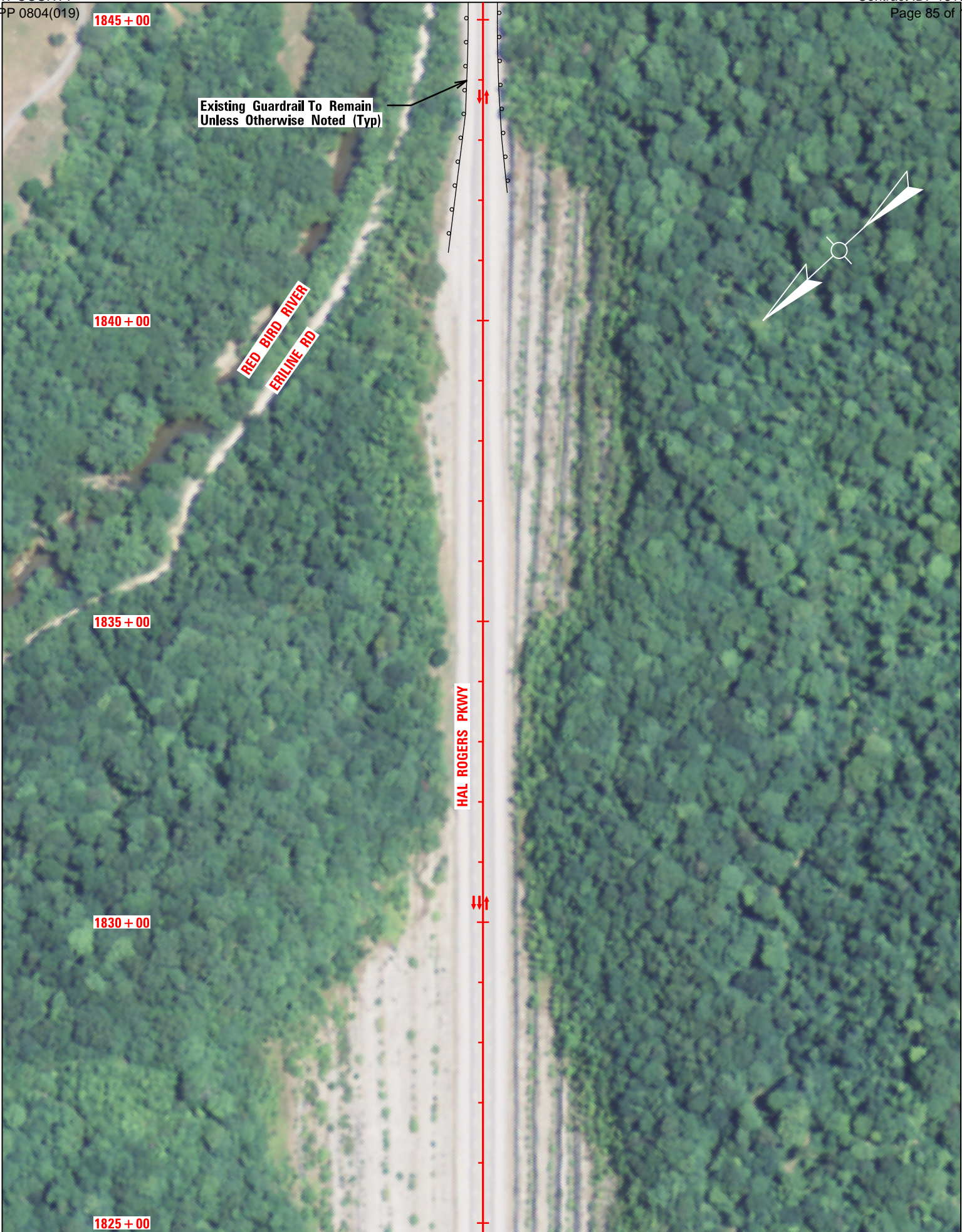
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 33 of 44 - Sta 1785+00 to Sta 1805+00



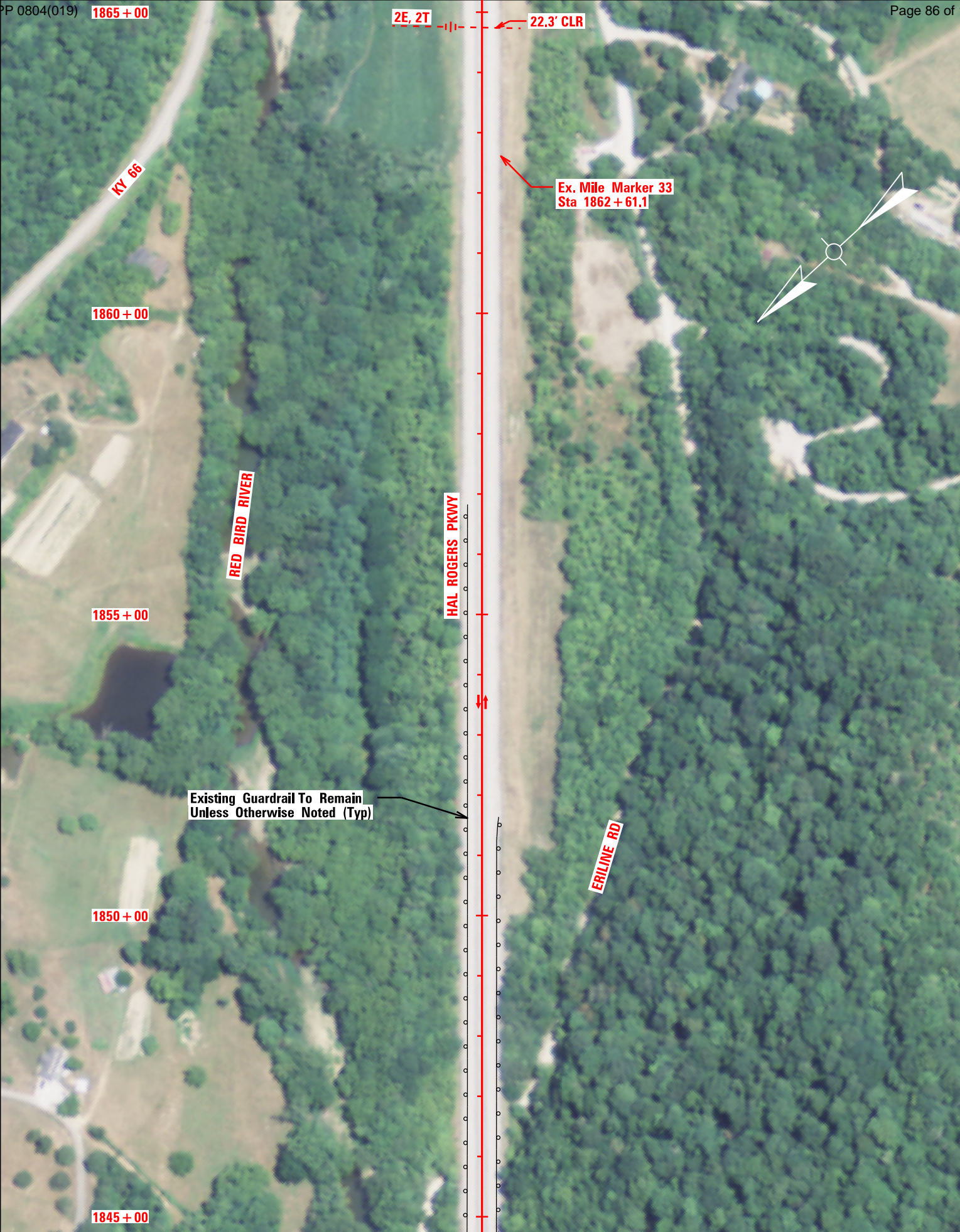


Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 34 of 44 - Sta 1805+00 to Sta 1825+00









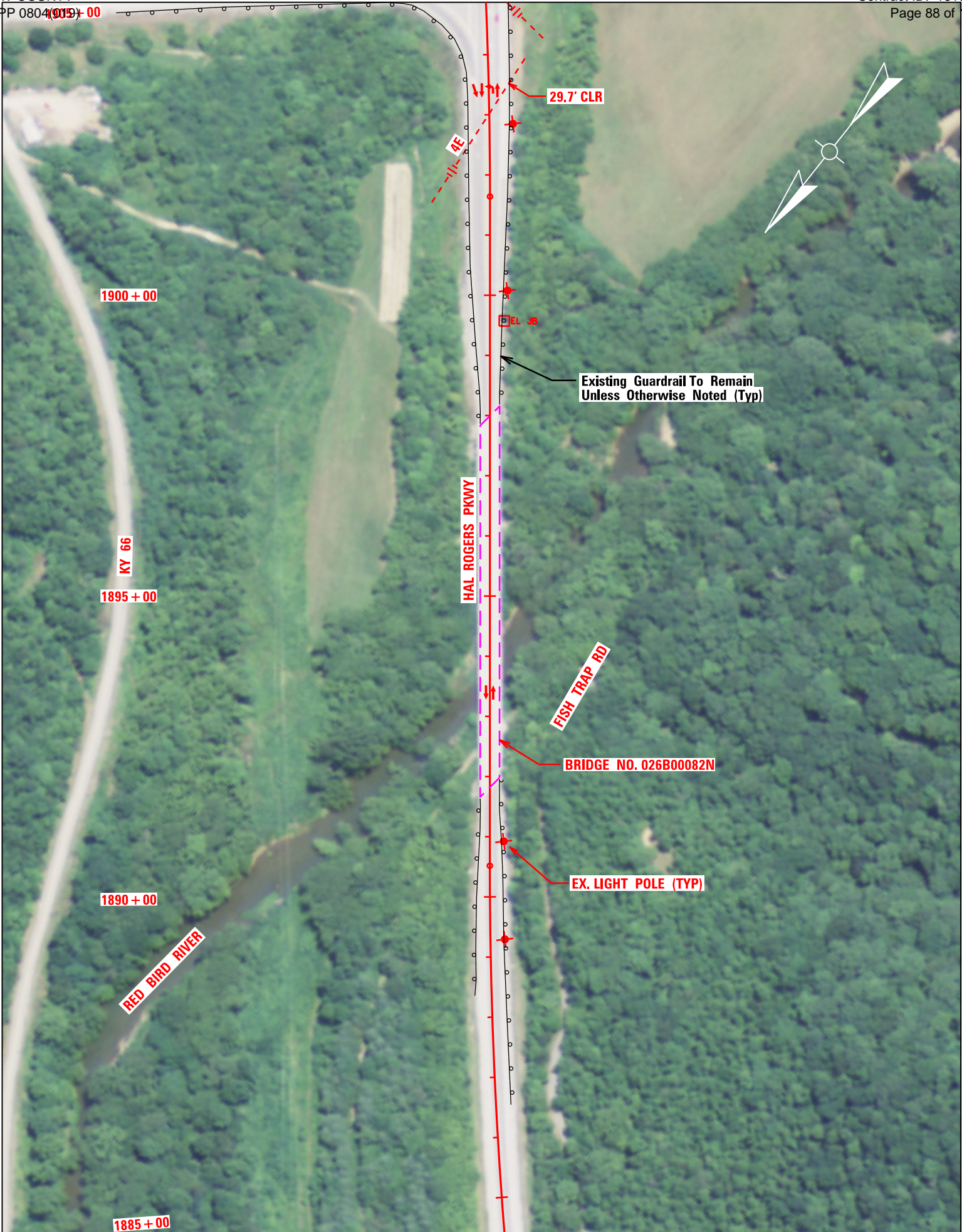
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 36 of 44 - Sta 1845+00 to Sta 1865+00





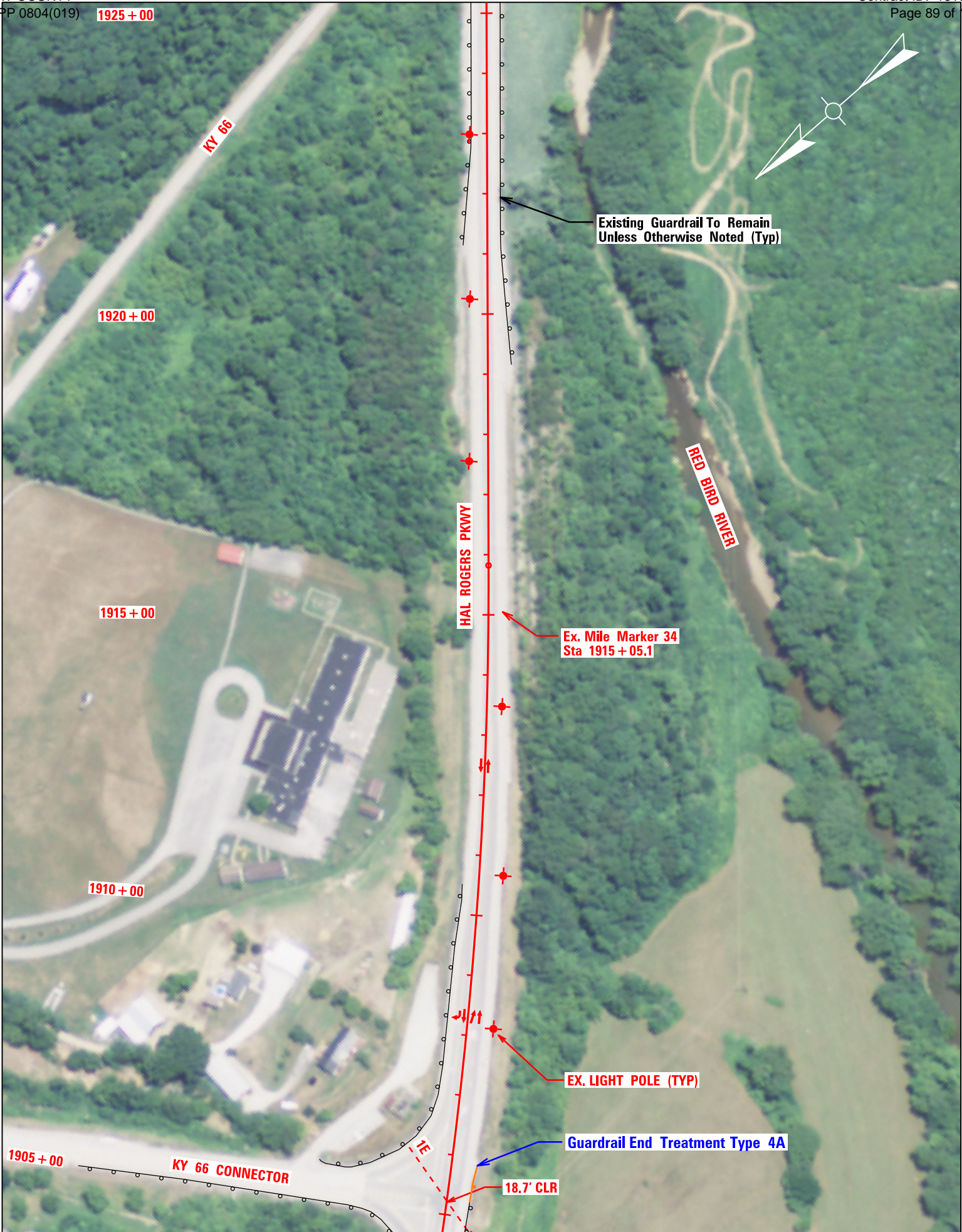
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 37 of 44 - Sta 1865+00 to Sta 1885+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 38 of 44 - Sta 1885+00 to 1905+00





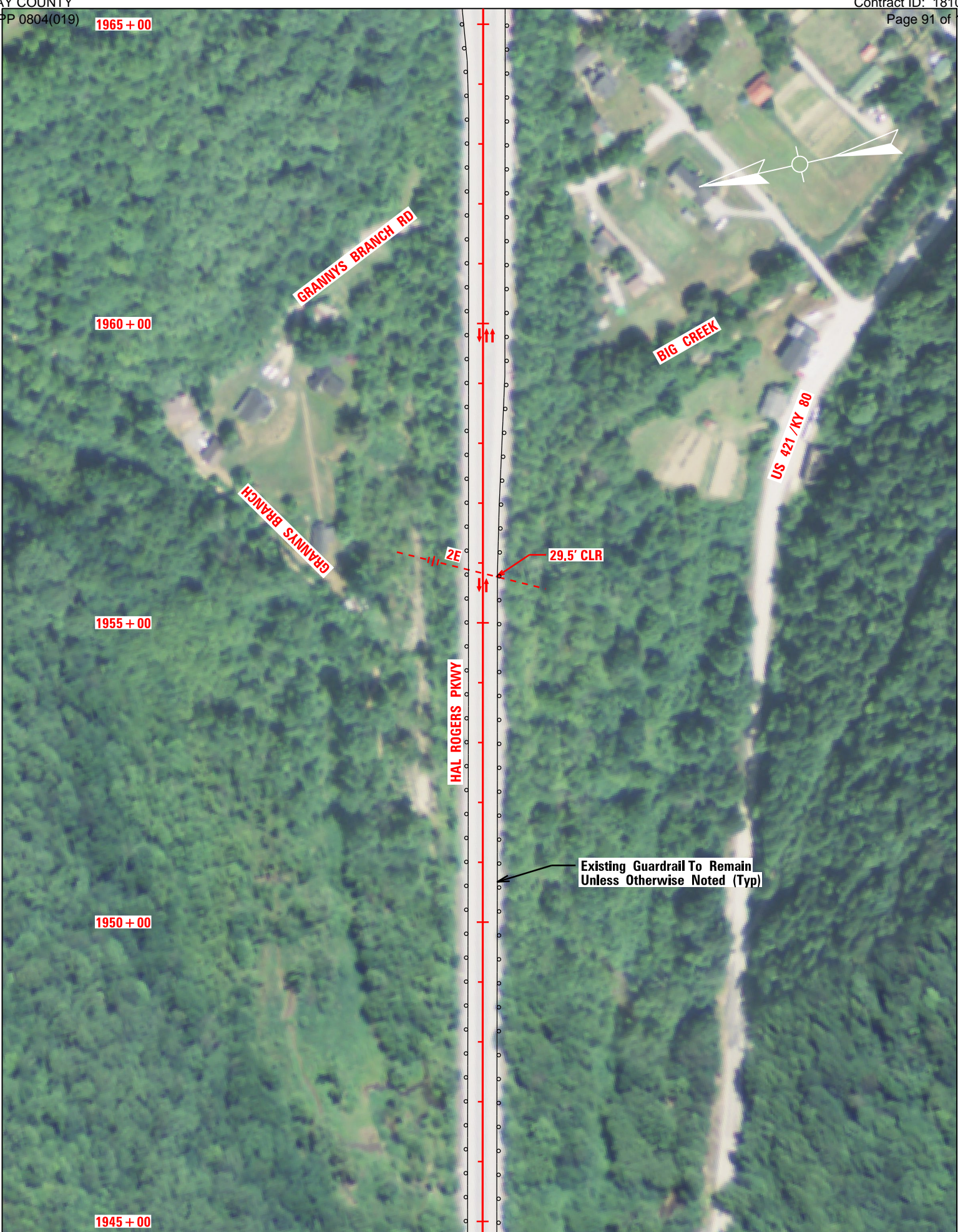
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 39 of 44 - Sta 1905+00 to Sta 1925+00





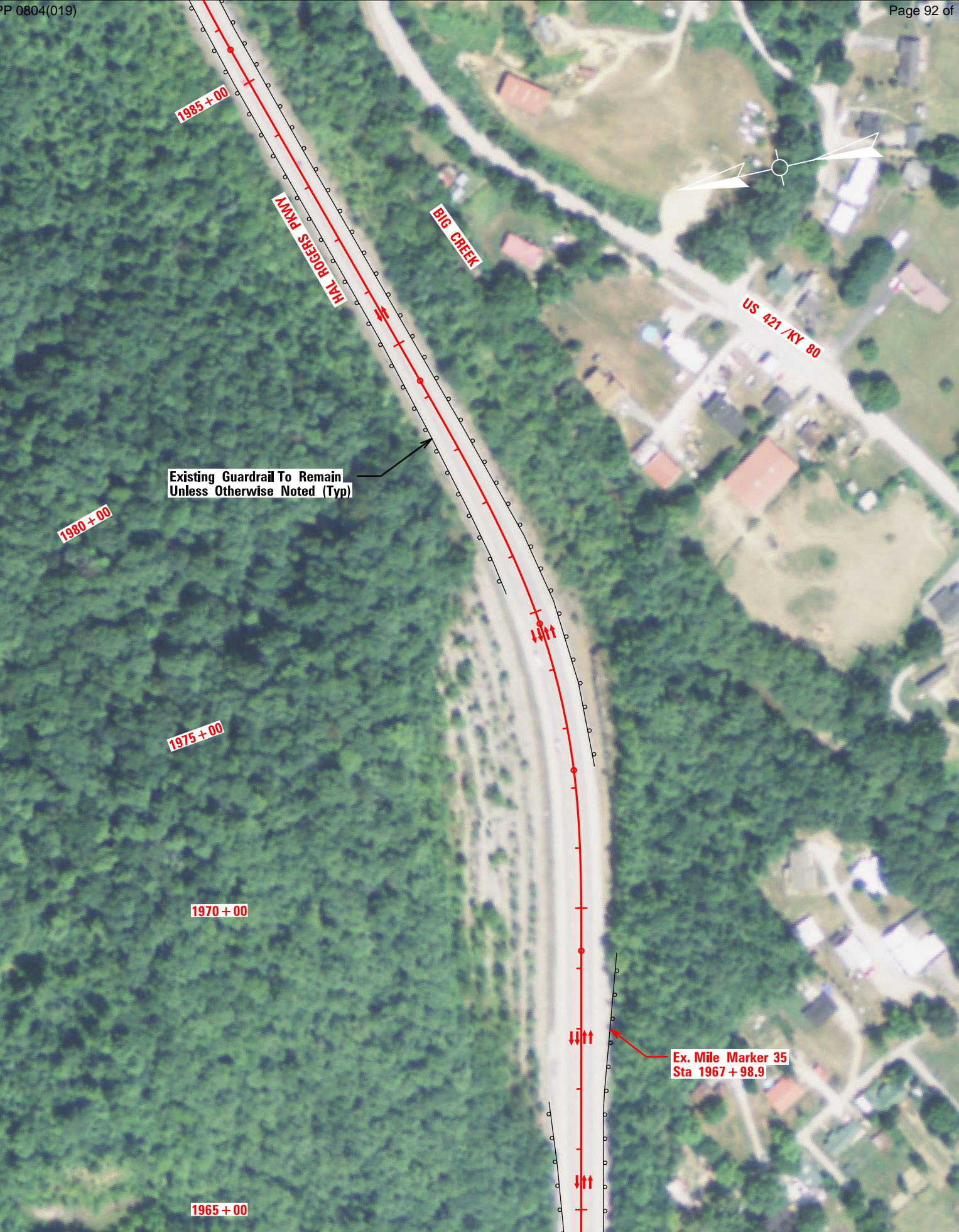
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 40 of 44 - Sta 1925+00 to Sta 1945+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 41 of 44 - Sta 1945+00 to Sta 1965+00





Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 42 of 44 - Sta 1965+00 to Sta 1985+00





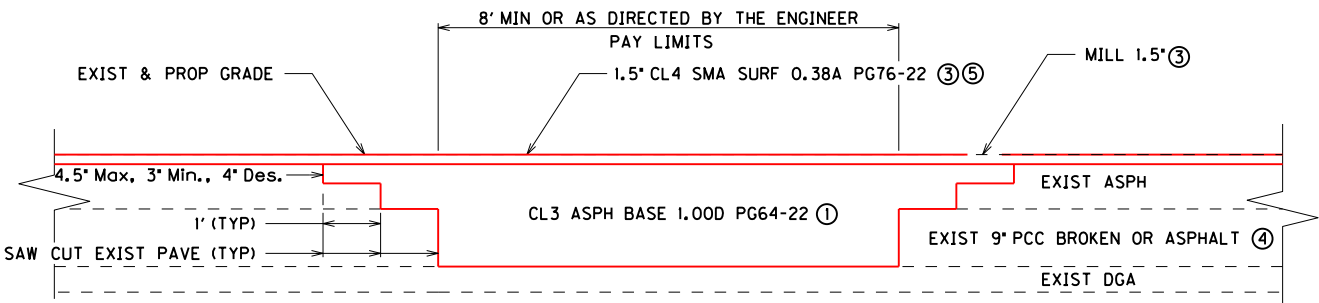
Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 42 of 44 - Sta 1985+00 to Sta 2005+00



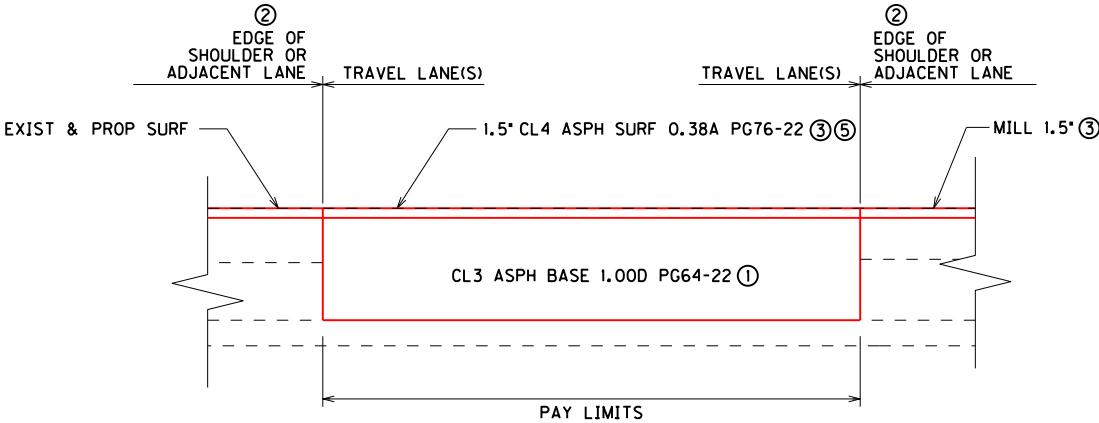


Hal Rogers Parkway Rehab Plan - Scale 1" = 200' - Sheet 44 of 44 - Sta 2005+00 to Sta 2020

BASE FAILURE REPAIR DETAILS  
DRY SUBGRADE CONDITION



PROFILE



CROSS SECTION

- ① To be placed and compacted in courses (4.5 inch maximum, 3 inch minimum, 4 inch desirable) to the bottom of the proposed surface course.
- ② The Engineer will determine if the base failure repair is needed in only one, or multiple, of the travelled lanes at each location.
- ③ These items will be paid for separately. They are not included in the "Base Failure Repair" bid item.
- ④ See the Typical Sections.
- ⑤ The asphalt base course is to be placed to the grade of the existing pavement at time of the repair. The asphalt surface course will be placed during the milling and filling operation.

NOTES:

Base failure repairs are to be made, and open to traffic, a minimum of 7 days prior to milling and filling repair locations.

The locations and type (wet or dry condition) of Base Failure Repairs will be determined by the Engineer in the field. Before removal of the existing material, saw cuts shall be made on each side of the joint to be repaired no closer than four feet to an existing joint. If existing joints are not apparent, the Engineer will determine the actual location of the saw cut. Existing asphalt may be milled in lieu of saw cutting, but existing PCC shall be saw cut.

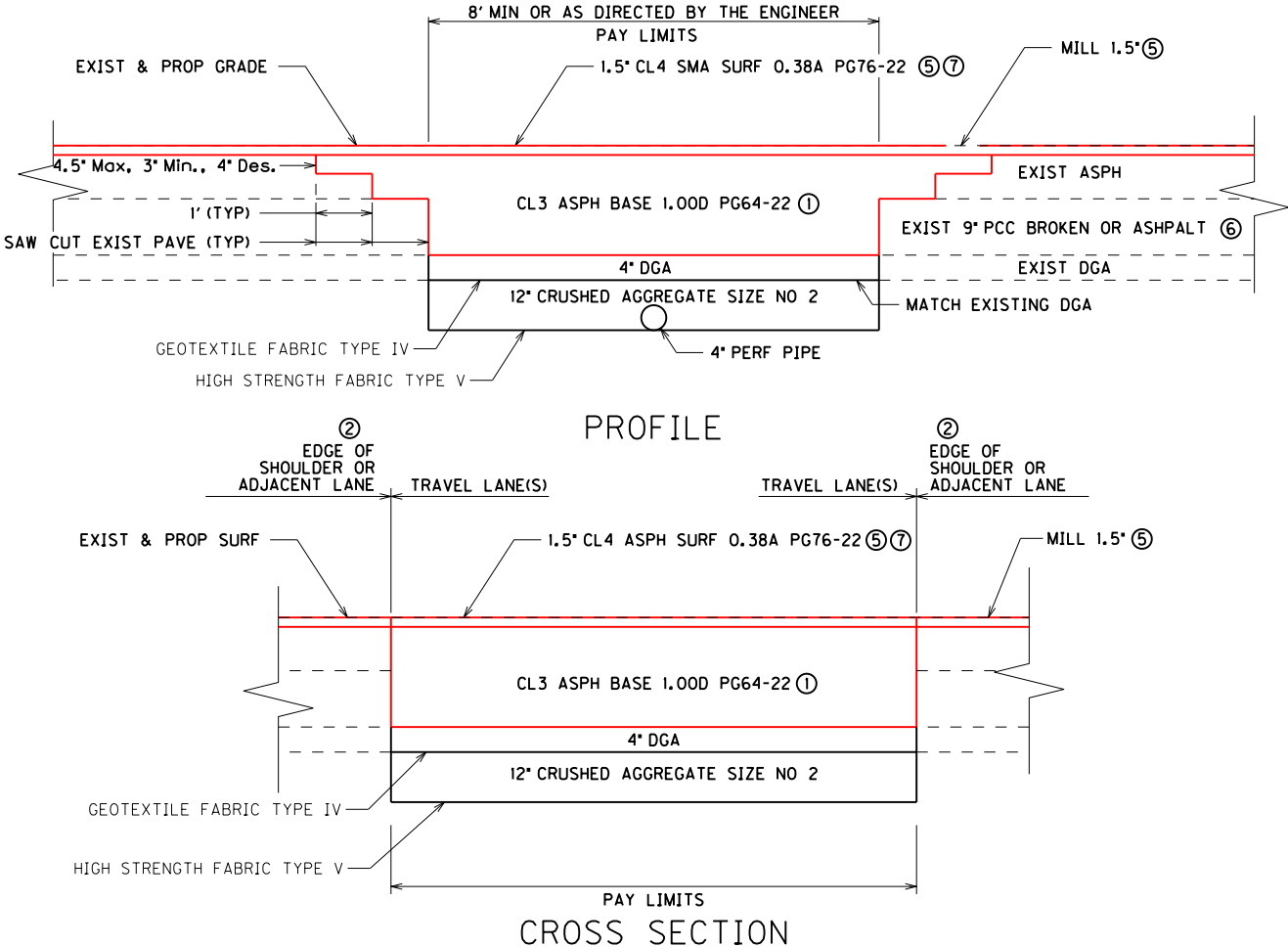
Once all existing material has been removed, the backfill material shall be compacted to the proper density for each course being placed as required by the Standard Specifications.

The contract unit bid price per SQ YD for "Base Failure Repair" shall include: saw cutting, removing pavement, asphalt base, and all incidentals necessary to complete the installation as detailed. The pay quantity is the area of full depth replacement. Any additional milling and paving shown for the repair will be incidental to this quantity.

See the Paving Summary for estimated quantities.



BASE FAILURE REPAIR DETAILS  
WET SUBGRADE CONDITION



- ① To be placed and compacted in courses (4.5 inch maximum, 3 inch minimum, 4 inch desirable) to the bottom of the proposed surface course.
- ② The Engineer will determine if the base failure repair is needed in only one, or multiple, of the travelled lanes at each location.
- ③ Perforated Pipe Headwalls will only be installed where the non-perforated pipe does not outlet behind guardrail. Only Perforated Pipe Headwall TY3-4 Inch is listed, but the actual type required is to be field verified and approved by the Engineer prior to ordering and installation.
- ④ See the PVC Pipe Outlet Detail sheet.
- ⑤ These items will be paid for separately. They are not included in the 'Base Failure Repair' bid item.
- ⑥ See the Typical Sections.
- ⑦ The asphalt base course is to be placed to the grade of the existing pavement at time of the repair. The asphalt surface course will be placed during the milling and filling operation.

NOTES:

Base failure repairs are to be made, and open to traffic, a minimum of 7 days prior to milling and filling repair locations.

The locations and type (wet or dry condition) of Base Failure Repairs will be determined by the Engineer in the field. Before removal of the existing material, saw cuts shall be made on each side of the joint to be repaired no closer than four feet to an existing joint. If existing joints are not apparent, the Engineer will determine the actual location of the saw cut. Existing asphalt may be milled in lieu of saw cutting, but existing PCC shall be saw cut.

Once all existing material has been removed, the backfill material shall be compacted to the proper density for each course being placed as required by the Standard Specifications.

The contract unit bid price per SQ YD for 'Base Failure Repair' shall include: saw cutting, removing pavement, asphalt base, and all incidentals necessary to complete the installation as detailed and not listed in the paragraph below. The pay quantity is the area of full depth replacement. Any additional milling and paving shown for the repair will be incidental to this quantity.

Additional payment will be made at the contract unit bid price for the following items used when base failure repairs are performed in wet subgrade conditions:

- ④ Crushed Aggregate Size No. 2 (Ton)  
Fabric - Geotextile Type IV (SY)  
High Strength Fabric Type V (SY)  
Perforated Pipe - 4 Inch (LF)
- ④ PVC Pipe - 4 Inch (LF)
- ③④ Perforated Pipe Headwall TY3-4 Inch (Each)

See the Paving Summary for estimated quantities.

PVC PIPE OUTLET DETAIL

SPECIAL NOTE FOR PAVEMENT SUBSURFACE DRAINAGE OUTLET ②

A quantity of Crushed Aggregate Size No. 2 as defined in the current Kentucky Standard Specifications for Road and Bridge Construction shall be used at all Perforated Pipe Headwall Outlets as illustrated in the detail. Crushed Aggregate Size No. 2 shall be placed a minimum of 4 inches deep.

Materials removed during placement of the Crushed Aggregate No. 2 shall be wasted as directed by the Engineer. No direct payment will be allowed for disposal of wasted material.

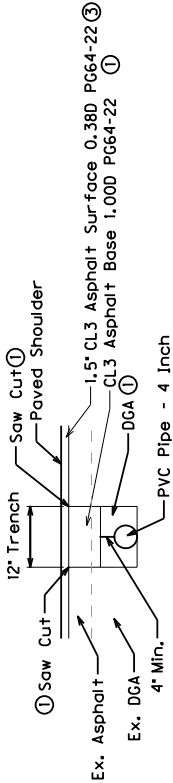
The contract unit price for Crushed Aggregate Size No. 2 shall be full compensation for all materials, labor, and other incidentals necessary to place Crushed Aggregate Size No. 2 for control of vegetation and/or erosion control at pavement edge outlets.

See current Standard Drawing RDP-010 for dimensions and other details of perforated pipe headwalls.

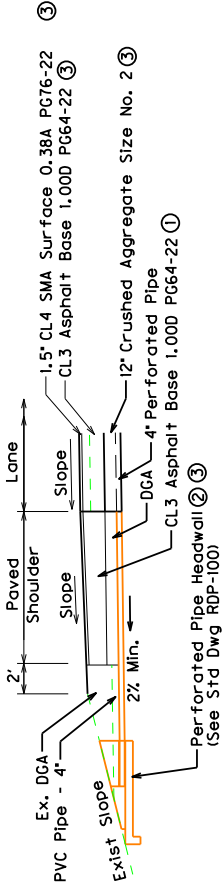
Estimate one (1) Ton of Crushed Aggregate Size No. 2 for each Perforated Pipe Headwall Outlet.

PVC OUTLET PIPE DETAILS

PROFILE

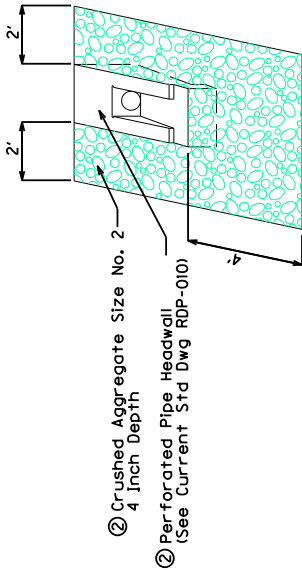


CROSS SECTION



- ① These Items And All Other Cost Associated With Installing The PVC Pipe - 4 Inch Including Excavating The Trench, Considered Incidental To PVC Pipe - 4
- ② Not Required When Outletting the PVC Pipe Behind Guardrail.
- ③ Paid Separately

PAVEMENT SUBSURFACE DRAINAGE OUTLET



NOT TO SCALE



**TRAFFIC CONTROL PLAN  
HAL ROGERS PARKWAY REHABILITATION PROJECT  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

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

**TRAFFIC CONTROL GENERAL**

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2012 Standard Specifications and the 2016 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, 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 and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

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 and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for temporary signs. Any relocation or covering of the signs will be incidental to "Maintain and Control Traffic".

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

The Engineer may specify days and hours when lane closures will not be allowed.

At all lane closure locations, maintain a minimum of alternating one way traffic during construction. Provide a pilot car during all lane closures to clarify the open lane and maintain speed of the traveling public inside the work zone. Provide a minimum clear lane width of 12 feet; however, provide for passage of vehicles of up to 16 feet in width. The contractor is advised to accommodate wide loads through the work zone. If traffic should be stopped due to construction operations, and a school bus, ambulance or emergency vehicles on an official run arrives on the scene, the Contractor shall make provisions for the passage of these vehicles as quickly as possible.

## **CONSTRUCTION PHASING**

### **Phase 1 – Remove Guardrail** (see the Guardrail Summary for locations)

Place barrels (in like new condition) spaced at 50' intervals where guardrail is removed.

### **Phase 2 – Mainline Milling & Paving, Guardrail & Asphalt Seal Coat**

Remove the existing Type V pavement markers then mill and place asphalt surface as shown on the typical sections. Place Leveling & Wedging material at locations directed by the engineer to correct the cross slope and vertical profile of the roadway and to eliminate rutting. The Leveling & Wedging material used for this operation shall be placed with a motor grader. Placement of the Leveling & Wedging with a motor grader will allow the ruts to be filled while maintaining or correcting the cross slope. Only temporary centerline pavement markings will be required during this phase of construction.

Place and compact DGA Base on the outside of paved shoulders to the original typical section and apply Asphalt Seal Coat & Aggregate. Construct end treatment embankment pads as outlined in the KY Standard Drawings. Install Guardrail.

### **Phase 3 – Rumble Strips**

Construct both Centerline and Edgeline Rumble Strips as outline in the special notes, standard drawings or as directed by the engineer. The Inlaid Pavement Markers are to be installed prior to constructing the Centerline Rumble Strips. Centerline Rumble Strips are not to be constructed through the cut made for the Inlaid Pavement Markers.

### **Phase 4 – Pavement Markings**

Coordinate the installation of all permanent striping, markings and Inlaid Pavement Markers with the engineer. If there is a deviation from the existing striping plan, a striping plan shall be provided to the contractor prior to the installation of any permanent markings. Permanent striping shall be in place before a lane is opened to traffic.

### **Ramps At The KY 80 Interchange**

Ramp work is to be performed using part-width construction while maintaining ramp traffic. Ramp closures will not be permitted.

## **LANE CLOSURES**

Other than the holidays listed in the 2012 Standard Specifications, the Engineer may specify additional days and hours when lane closures are not allowed.

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

At no time will more than one lane closure be allowed at the same time within the project limits.

See Special Note for Lane Closures and Disincentive Fees.



The lane closure shall not exceed 2 miles. Limit the length of lane closures to only that needed for actual operations. Contrary to Section 112, Lane Closures will not be measured for payment.

## **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 TRUCKS USE LEFT/RIGHT LANE, LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD. Signage for reduced speed limits and double fine work zones will be furnished, relocated, and maintained by the Contractor.

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

Traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings, may be required by the Engineer. Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed and relocated for 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.

## **PORTABLE CHANGEABLE MESSAGE SIGNS**

Provide Changeable Message Signs in advance of and within the project at locations to be determined by the engineer. Place changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs 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 messages required to be provided shall be designated by the Engineer. In the event of damage or mechanical/electrical failure, the contractor shall repair or replace the changeable message sign within 24 hours. The department will measure for payment the maximum number of changeable message signs in concurrent use at the same time on a single day on all sections of the contract. Individual changeable signs will be measured once for payment, regardless of how many times they are set, reset, removed and relocated during the duration of the project. Replacements for damaged changeable signs directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment. The Department **WILL NOT** take possession of the PCMS upon completion of the work.

## **ARROW PANEL**

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of arrow panels in concurrent use at the same time on a single day on all sections of the contract. Individual arrow panels will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for damaged arrow panels directed by the Engineer to be replaced due to poor condition or readability will not be measured for payment. Arrow panels will remain the property of the Contractor after construction is complete.

## **TRAFFIC COORDINATOR**

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

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified in accordance with Department's 2012 Standard Specifications Sec. 112.03.12. The Traffic Coordinator will inspect the project maintenance of traffic once daily, including weekends, 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.

## **BARRICADES**

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas will be bid as each according to Section 112.04.04. Individual barricades 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 barricades or barricades directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

## **PAVEMENT MARKINGS**

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

Install Temporary Striping according to Section 112 with the following exception:

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.



## PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing oncoming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer.

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

**SPECIAL NOTES APPLICABLE TO  
HAL ROGERS PARKWAY REHABILITATION PROJECT  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

- FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
- ASPHALT MILLING & TEXTURING
- INTELLIGENT COMPACTION FOR ASPHALT MIXTURES
- PAVER MOUNTED TEMPERATURE CONTROLS
- LANE CLOSURES AND DISINCENTIVE FEES
- INLAID PAVEMENT MARKERS
- PORTABLE CHANGEABLE MESSAGE SIGNS
- WASTE AND BORROW SITES
- TYPICAL SECTION DIMENSIONS

OTHER SPECIAL NOTES MAY APPLY.



**Special Note for Fixed Completion Date  
And Liquidated Damages  
Hal Rogers Parkway Rehabilitation Project  
Clay County  
Item Nos. 11-20003, 11-20004, 11-20005**

This project will have a fixed completion date of **November 1, 2018** for completion of all work associated with this project.

Liquidated damages per the Standard Specifications will be charged for each calendar day for any work completed after **November 1, 2018**.

Contrary to Section 108.09 of the Standard Specifications, Liquidated Damages per the Standard Specifications will be charge during the months of December through March for all work that is not completed.

**SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING  
HAL ROGERS PARKWAY REHABILITATION PROJECT  
CLAY COUNTY  
ITEM NOS. 11-20003, 11-20004, 11-20005**

Begin paving operations within **48 hours** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, liquidated damages will be assessed at the rate prescribed by Section 108.09 of the current Standard Specifications until such time as paving operations are begun. Milling & Paving operations must be completed that prevents uneven pavement with adjacent lanes.

The milled pavement shall not exceed 2.0 miles in advance of the paving operation. Milling shall be completed not to leave uneven pavement exposed to traffic. The paving joint is to be matched at the end of each day's production.

The Contractor is to deliver 2,500 tons of the millings to the Clay Co. Maintenance Storage Facility and 2,500 tons of the millings to the Leslie Co. Maintenance Storage Facility at no additional cost to the Department. The remainder of the millings will become the property of the Contractor.

Removal of existing pavement markers prior to milling operations are considered incidental to "Milling and Texturing."

The address of the Clay Co. Maintenance Storage Facility is:

2037 North Highway 421  
Manchester, KY 40962

The address of the Leslie Co. Maintenance Storage Facility is:

149 Autumn Lane  
Hyden, KY 41749



## **SPECIAL NOTE FOR INTELLIGENT COMPACTION OF ASPHALT MIXTURES**

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.** Provide and use Intelligent Compaction (IC) Rollers for compaction of all asphalt mixtures.

**2.0 MATERIALS AND EQUIPMENT.** In addition to the equipment specified in Subsection 403.02, a minimum of one (1) IC roller is to be used on the project at all times, two (2) IC rollers will be required when the paving train consists of three (3) or more rollers. The Contractor is to only the IC roller(s) for compaction as the breakdown and/or intermediate roller(s). All IC rollers will meet the following minimum characteristics:

- 1) Are self propelled double-drum vibratory rollers equipped with accelerometers mounted in or about the drum to measure the interactions between the rollers and compacted materials in order to evaluate the applied compactive effort. The IC rollers must have the approval of the Engineer prior to use. Examples of rollers equipped with IC technology can be found at [www.IntelligentCompaction.com](http://www.IntelligentCompaction.com).
- 2) Are equipped with non-contact temperature sensors for measuring pavement surface temperatures.
- 3) The output from the roller is designated as the IC-MV which represents the stiffness of the materials based on the vibration of the roller drums and the resulting response from the underlying materials.
- 4) Are equipped with integrated on-board documentation systems that are capable of displaying real-time color-coded maps of IC measurement values including the stiffness response values, location of the roller, number of roller passes, machine settings, together with the material temperature, speed and the frequency and amplitude of roller drums. Ensure the display unit is capable of transferring the data by means of a USB port.
- 5) Are equipped with a mounted Global Positioning System GPS radio and receiver either a Real Time Kinematic (RTK-GPS) or Global Navigational Satellite System (GNSS) units that monitor the location and track the number of passes of the rollers. Accuracy of the positioning system is to be a minimum of 12 inches.

**3.0 WORK PLAN.** Submit to the Engineer an IC Work Plan at the Preconstruction Conference and at least 2 weeks prior to the beginning construction. Describe in the work plan the following:

1. Compaction equipment to be used including:
  - Vendor(s)
  - Roller model(s),
  - Roller dimensions and weights,
  - Description of IC measurement system,
  - GPS capabilities,
  - Documentation system,
  - Temperature measurement system, and
  - Software.
2. Roller data collection methods including sampling rates and intervals and data file types.
3. Transfer of data to the Engineer including method, timing, and personnel responsible. Data transfer shall be provided by a real time cloud data collecting and distribution system (ex. Visionlink). The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the IC bid item.
4. Training plan and schedule for roller operators, project foreman, project surveyors, and Cabinet personnel; including both classroom and field training. Training should be conducted at least 1 week before beginning IC

construction. The training is to be performed by a qualified representative(s) from the IC Roller manufacture(s) to be used on the project. This training shall include how to access and use the data from the cloud data source.

**4.0 CONSTRUCTION.** Do not begin work until the Engineer has approved the IC submittals and the IC equipment.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification. Provide the Engineer at least one day's notice prior to beginning construction or prior to resuming production if operations have been temporarily suspended. Ensure paving equipment complies with all requirements specified in Section 400. The IC roller temperatures will be evaluated by the Department with the data from a Paver Mounted Infrared Temperature Gauge.

**A. Pre-Construction Test Section(s) Requirements**

1. Prior to the start of production, ensure the proper setup of the GPS, IC roller(s) and the rover(s) by conducting joint GPS correlation and verification testing between the Contractor, GPS representative and IC roller manufacturer using the same datum.

1. Ensure GPS correlation and verification testing includes the following minimum processes:
  - a. Establish the GPS system to be used either one with a base station or one with mobile receivers only. Ensure all components in the system are set to the correct coordinate system; then,
  - b. Verify that the roller and rover are working properly and that there is a connection with the base station; then,
  - c. Record the coordinates of the two edges where the front drum of the roller is in contact with the ground from the on-board, color-coded display; then,
  - d. Mark the locations of the roller drum edges and move the roller, and place the mobile receiver at each mark and record the readings; then,
2. Compare coordinates between the roller and rover receivers. If the coordinates are within 12.0 in. of each other, the comparison is acceptable. If the coordinates are not within 12.0 in., diagnose and perform necessary corrections and repeat the above steps until verification is acceptable.
3. Do not begin work until acceptable GPS correlation and verification has been obtained.
4. The Contractor and the Department should conduct random GPS verification testing during production to ensure data locations are accurate. The recommended rate is once per day with a requirement of at least once per week.
5. All acceptance testing shall be as outlined in Standard Specifications section 400.

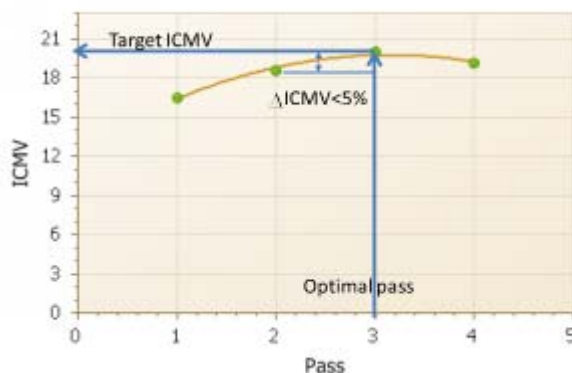
**B. Construction Test Section(s) Requirements**

Construct test section(s) at location(s) agreed on by the Contractor and the Engineer within the project limits. The test section is required to determine a compaction curve of the asphalt mixtures in relationship to number of roller passes and to the stiffness of mixture while meeting the Department in-place compaction requirements. All rollers and the respective number of passes for each is to be determined via control strip each time a material change, equipment change or when the Engineer deems necessary.

Conduct test section(s) on every lift and every asphalt mixture. Ensure test section quantities of 500 to 1,000 tons of mainline mixtures. Operate IC rollers in the low to medium amplitude range and at the same settings (speed, frequency) throughout the section while minimizing overlapping of the roller, **the settings are to be used throughout the project with no changes.** After each roller pass, the qualified technician from the contractor observed by the Department will use a nondestructive nuclear gauge that has been calibrated to the mixture to estimate the density of the asphalt at 10 locations uniformly spaced throughout the test section within the width of a single roller pass. The density readings and the number



of roller passes needed to achieve the specified compaction will be recorded. The estimated target density will be the peak of the average of the nondestructive readings within the desired compaction temperature range for the mixture. The IC roller data in conjunction with the Veda software will create an IC compaction curve for the mixture. The target IC-MV is the point when the increase in the IC-MV of the material between passes is less than 5 percent on the compaction curve. The IC compaction curve is defined as the relationship between the IC-MV and the roller passes. A compaction curve example is as follows:



Subsequent to the determination of the target IC-MV, compact an adjoining > 250 < 500 tons section using same roller settings and the number of estimated roller passes and allow the Department to verify the compaction with the same calibrated nondestructive nuclear gauge following the final roller pass. **The Department will obtain density readings at 10 locations (No cores for calibration are to be taken in the surface layer, use non-destructive density results only!!)** uniformly spaced throughout the test section within the width of the single roller. Obtain GPS measurement of the core locations with a GPS rover. Use the Veda software to perform least square linear regression between the core data and IC-MV in order to correlate the production IC-MV values to the Department specified in-place air voids. A sample linear regression curve example is as follows.



### C. Construction Requirements

Use the IC roller on all lifts and types of asphalt within the limits of the project, with the exception of asphalt drainage blanket.

Ensure the optimal number of roller passes determined from the test sections has been applied to a minimum coverage of 80% of the individual IC Construction area. Ensure a minimum of 75% of the individual IC Construction area meets the target IC-MV values determined from the test sections.

Do not continue paving operations if IC Construction areas not meeting the IC criteria are produced until they have been investigated by the Department. Obtain the Engineer’s approval to resume paving operations. Non-IC rollers are allowed to be used as the third roller on the project; one of the breakdown or the finish rollers is to be equipped with IC technology.

IC Construction areas are defined as subsections of the project being worked continuously by the Contractor. The magnitude of the IC Construction areas may vary with production but must be at least 750 tons per mixture for evaluation. Partial IC Construction areas of < 750 tons will be included in the previous area evaluation. IC Construction areas may extend over multiple days depending on the operations.

The IC Construction Operations Criteria does not affect the Department’s acceptance processes for the materials or construction operations

**5.0 MEASUREMENT.** The Department will measure the total tons of asphalt mixtures compacted using the IC roller(s). Compaction is to be performed by a minimum of one (1) IC roller for a two (2) roller operation and a minimum of two (2) IC rollers when three (3) or more rollers are used for compaction. Material compacted by rollers not equipped with properly functioning IC equipment will not be accepted for payment of the bid item asphalt mixtures IC rolled. Use of non-IC rollers can be accepted on small areas due to equipment malfunctions at the written approval of the Engineer. Paving operations should be suspended for equipment malfunctions that will extend over three days of operation.

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

- 1. Payment is full compensation for all work associated with providing IC equipped rollers, transmission of electronic data files, two copies of IC roller manufacturer software, and training.
- 2. Delays due to GPS satellite reception of signals to operate the IC equipment or IC roller breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24781EC	Intelligent Compaction for Asphalt	TON



## SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES

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.** Provide a paver mounted infrared temperature equipment to continually monitor the temperature of the asphalt mat immediately behind all paver(s) during the placement operations for all mainline pavements (including ramps for Interstates and Parkways) within the project limits. Provide thermal profiles that include material temperature and measurement locations.

**2.0 MATERIALS AND EQUIPMENT.** In addition to the equipment specified in Subsection 403.02 Utilize a thermal equipment supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verification, and data management and processing as needed during the Project to maintain equipment within specifications and requirements.

Provide operator settings, user manuals, required viewing/export software for analysis. Ensure the temperature equipment will meet the following:

(A) A device with one or more infrared sensors that is capable of measuring in at least 1 foot intervals across the paving width, with a minimum width of 12 feet, or extending to the recording limits of the equipment, whichever is greater. A **Maximum of two (2)** brackets are allowed in the influence area under the sensors. A temperature profile must be made on at least 1 foot intervals longitudinally down the road:

(B) Infrared sensor(s):

(1) Measuring from 32°F to 400°F with an accuracy of  $\pm 2.0\%$  of the sensor reading.

(C) Ability to measure the following:

(1) The placement distance using a Global Positioning System (GPS) or a Distance Measuring Instrument (DMI) and a Global Positioning System (GPS).

(2) Stationing

(D) GPS: Accuracy  $\pm 4$  feet in the X and Y Direction

(E) Latest version of software to collect, display, retain and analyze the mat temperature readings during placement. The software must have the ability to create and analyze:

(1) Full collected width of the thermal profiles,

(2) Paver speed and

(3) Paver stops and duration for the entire Project.

(F) Ability to export data automatically to a remote data server ("the cloud").

At the preconstruction meeting, provide the Department with rights to allow for web access to the data file location.

This web-based software must also provide the Department with the ability to download the raw files and software and to convert them into the correct format.

(G) The thermal profile data files must provide the following data in a neat easy to read table format.

(1) Project information including Road Name and Number, PCN, Beginning and Ending MPs.

(2) IR Bar Manufacturer and Model number

(3) Number of Temperature Sensors (N)

(4) Spacing between sensors and height of sensors above the asphalt mat

(5) Total number of individual records taken each day (DATA BLOCK)

(a) Date and Time reading taken

(b) Latitude and Longitude

(c) Distance paver has moved from last test location

(d) Direction and speed of the paver

(e) Surface temperature of each of the sensors

**3.0 CONSTRUCTION.** Provide the Engineer with all required documentation at the pre-construction conference.

- (A) Install and operate equipment in accordance with the manufacturer’s specifications.
- (B) Verify that the temperature sensors are within ± 2.0% using an independent temperature device on a material of known temperature. Collect and compare the GPS coordinates from the equipment with an independent measuring device.
  - (1) Ensure the independent survey grade GPS measurement device is calibrated to the correct coordinate system (using a control point), prior to using these coordinates to validate the equipment GPS.
  - (2) The comparison is considered acceptable if the coordinates are within 4 feet of each other in the X and Y direction.
- (C) Collect thermal profiles on all Driving Lanes during the paving operation and transfer the data to the “cloud” network or if automatic data transmission is not available, transfer the data to the Engineer at the end of daily paving.
- (D) Contact the Department immediately when System Failure occurs. Daily Percent Coverage will be considered zero when the repairs are not completed within two (2) working days of System Failure. The start of this two (2) working day period begins the next working day after System Failure.
- (E) Evaluate thermal profile segments, every 150 feet, and summarize the segregation of temperature results. Results are to be labeled as Minimal 0°-25°F, Moderate 25.1°-50°F and Severe >50°. Severe readings over 3 consecutive segments or over 4 or more segments in a day warrant investigation on the cause of the differential temperature distribution.

**4.0 MEASUREMENT.** The Department will measure the total area of the pavement lanes mapped by the infrared scanners. Full payment will be provided for all lanes with greater than 85% coverage. Partial payment will be made for all areas covered from 50% coverage to 85% coverage at the following rate Coverage area percentage X Total bid amount. And area with less than 50% coverage will not be measured for payment.

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

- 1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
- 2. Delays due to GPS satellite reception of signals or equipment breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT	SQFT



## **SPECIAL NOTE FOR LANE CLOSURES DISINCENTIVE FEES**

### **LANE CLOSURES**

Other than the holidays listed in the 2012 Standard Specifications, the Engineer may specify additional days and hours when lane closures are not allowed.

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

At no time will more than one lane closure be allowed at the same time within the project limits.

It is the intent of this project that lane closures during daytime hours shall be limited to the operations of Mainline & Shoulder Surface, Leveling & Wedging and Asphalt Seal Coat/Aggregate. Lane closures for these operations will only be permitted during the following times:

8:00 AM – 8:00 PM Monday – Sunday

The paving joint is to be matched at the end of each day's production.

It is the intent of this project that operations including but not limited to Guardrail Removal/Install be completed during nighttime hours. Lane closures for these operations shall only be permitted during the following times:

7:00 PM – 6:00 AM Monday – Sunday

Any lane closure outside the designated times shall be subject to Liquidated Damages as described in KY Standard Specifications, Section 108.09.

The lane closure shall not exceed 2 miles. Limit the length of lane closures to only that needed for actual operations. Contrary to Section 112, Lane Closures will not be measured for payment.

**NOTE: In the event that traffic backups reach an unacceptable level, the days and/or hours of allowable single lane traffic may be modified by the Cabinet.**

**SPECIAL NOTE FOR INLAID PAVEMENT MARKERS**

**I. DESCRIPTION**

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

- (1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

**II. MATERIALS**

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Markers.** Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

SPECIFICATIONS FOR HOUSING AND REFLECTOR	
Material:	Polycarbonate Plastic
Weight:	Housing 2.00 oz.
	Reflector 2.00oz.
Housing Size:	5.00" x 3.00" x 0.70" high
Specific Intensity of Reflectivity at 0.2° Observation Angle	
White:	3.0 at 0°entrance angle
	1.2 at 20°entrance angle
Yellow:	60% of white values
Red:	25% of white values

**C. Adhesives.** Use adhesives that conform to the manufacturer's recommendations.



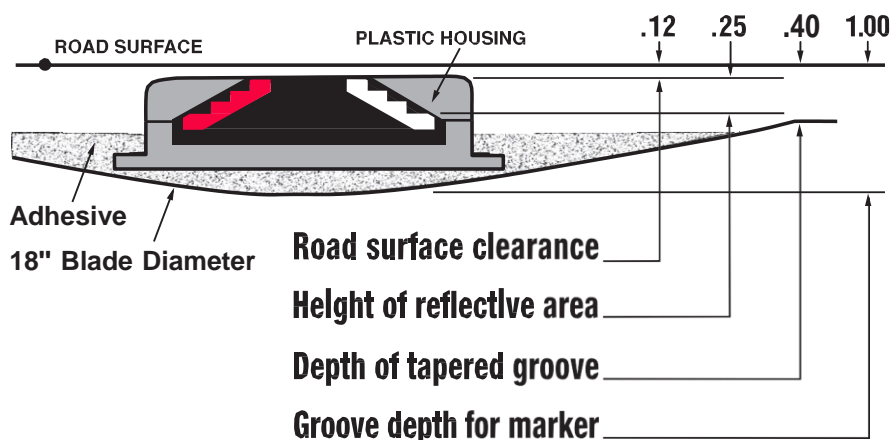
### III. CONSTRUCTION

**A. Experimental Evaluation.** The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.

**B. Maintain and Control Traffic.** See Traffic Control Plan.

**C. Installation.** Install IPMs in recessed grooves cut into the final course of pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent damaging the pavement. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

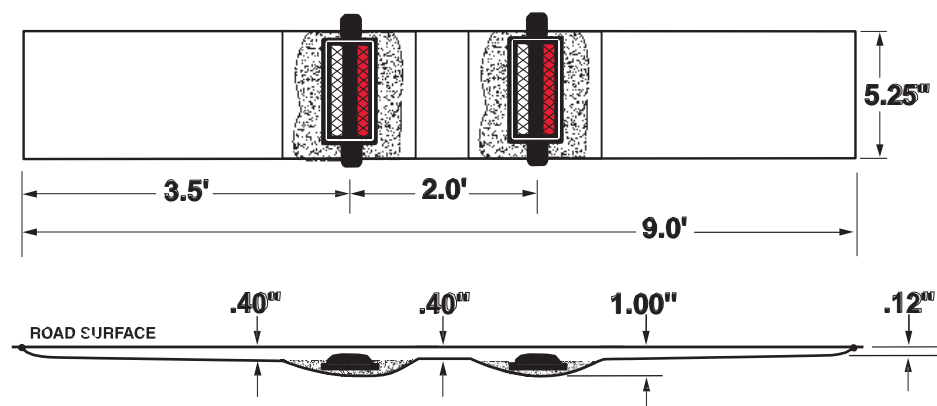
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



**D. Location and Spacing.** Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current standard drawings or sepias (note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for). Do not install markers on bridge decks. Do not install a marker

# Inlaid Pavement Markers Page 3 of 4

on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

**E. Disposal of Waste.** Dispose of all removed pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.

**F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.

**G. On-Site Inspection.** Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.

**H. Caution.** Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the



Inlaid Pavement Markers  
Page 4 of 4

material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his own conclusion 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 or extension of Contract time if the conditions encountered are not in accordance with the information shown.

#### **IV. MEASUREMENT**

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. "INLAID PAYMENT MARKER"** shall be measured as each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

**Note: Each pay item of Inlaid Pavement Marker will require two markers.**

#### **V. PAYMENT**

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Inlaid Pavement Markers.** The Department will make payment for the completed and accepted quantity of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, each. Accept payment as full compensation for all labor, equipment, materials, and incidentals to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER". The bid item "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

## **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.



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- 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.

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

The dimensions shown on the typical sections for pavement and shoulder widths are nominal or typical dimensions. The actual dimensions to be constructed or diamond ground 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 specified elsewhere in the Proposal.

### **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

01/01/2009



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

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
11-20003	Clay	FD52 026 9006 019-036	NHPP 0804 (019)
PROJECT DESCRIPTION			
Pavement Rehab on Hal Rogers Parkway			
<input checked="" type="checkbox"/> No Additional Right of Way Required			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired	0		
Signed Deed	0		
Condemnation	0		
Signed ROE	0		
Notes/ Comments (Use Additional Sheet if necessary)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Greg Combs
Signature		Signature	
Date		Date	5-16-2018
Right of Way Director		FHWA	
Printed Name	DEAN LOY	Printed Name	No Signature Required
Signature		Signature	as per FHWA-KYTC
Date	5/16/18	Date	Current Stewardship Agreement

## UTILITIES AND RAIL CERTIFICATION NOTE

**CLAY COUNTY, NHPP 0804 (019)**  
**FD52 026 9006 019-036**  
**Hal Rogers Pavement Rehab**  
**11-20003, -20004, -20005**

*Utility coordination efforts conducted by the project sponsor have 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.*

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

☒ No Rail Involved    ☐ Minimal Rail Involved (See Below)    ☐ Rail Involved (See Below)

### UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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.

### SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.



**UTILITIES AND RAIL CERTIFICATION NOTE**

**CLAY COUNTY, NHPP 0804 (019)  
FD52 026 9006 019-036  
Hal Rogers Pavement Rehab  
11-20003, -20004, -20005**

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.

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

**AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811**

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
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**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**



### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2016*.

## **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>



## **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

### **ATTACHMENTS**

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

### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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.

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.

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).

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.

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.

### **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.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 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.

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.

**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: KY180187 01/05/2018 KY187

Superseded General Decision Number: KY20170187

State: Kentucky

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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 \$10.35 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 2018. 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	01/05/2018

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		
Electrician.....	\$ 29.36	10.55



Equipment Operator.....\$ 26.90	10.31
Groundsman.....\$ 17.79	8.51
Lineman.....\$ 30.09	10.94

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

IRONWORKER.....\$ 27.56	20.57
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# LABORER

Group 1.....\$ 21.80	12.36
Group 2.....\$ 22.05	12.36
Group 3.....\$ 22.10	12.36
Group 4.....\$ 22.70	12.36

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walk-behind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER

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

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

Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

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

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

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

SHEET METAL WORKER.....	\$ 20.40	7.80
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TRUCK DRIVER

Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....	\$ 23.74	14.50
Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....	\$ 23.53	14.50
Driver (Semi-Trailer or Pole Trailer), Driver		



(Dump Truck, Tandem Axle),		
Driver of Distributor.....	\$ 23.40	14.50
Driver on Mixer Trucks		
(All Types).....	\$ 23.45	14.50
Driver on Pavement Breakers..	\$ 23.55	14.50
Driver, Euclid and Other		
Heavy Earth Moving		
Equipment and Low Boy.....	\$ 24.31	14.50
Driver, Winch Truck and A-		
Frame when used in		
Transporting Materials.....	\$ 23.30	14.50
Greaser on Greasing		
Facilities.....	\$ 24.40	14.50
Truck Mechanic.....	\$ 23.50	14.50
Truck Tender and		
Warehouseman.....	\$ 23.20	14.50

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

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)).

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

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 PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
7.0%	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 Clay County.

## **PART IV**

## **INSURANCE**

## INSURANCE

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

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

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



# **PART V**

## **BID ITEMS**

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	4,853.00	TON		\$	
0020	00078		CRUSHED AGGREGATE SIZE NO 2	3,729.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	648.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	77.00	TON		\$	
0050	00190		LEVELING & WEDGING PG64-22	1,000.00	TON		\$	
0060	00339		CL3 ASPH SURF 0.38D PG64-22	747.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	131.00	TON		\$	
0080	00397		CL4 SMA SURF 0.38A PG76-22	25,386.00	TON		\$	
0090	01000		PERFORATED PIPE-4 IN	72.00	LF		\$	
0100	01028		PERF PIPE HEADWALL TY 3-4 IN	3.00	EACH		\$	
0110	02599		FABRIC-GEOTEXTILE TYPE IV	693.00	SQYD		\$	
0120	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0130	02677		ASPHALT PAVE MILLING & TEXTURING	25,633.00	TON		\$	
0140	03240		BASE FAILURE REPAIR	1,200.00	SQYD		\$	
0150	03383		PVC PIPE-4 IN	75.00	LF		\$	
0160	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	159,885.00	LF		\$	
0170	20458ES403		CENTERLINE RUMBLE STRIPS	66,518.00	LF		\$	
0180	22861EN		HIGH STRENGTH GEOTEXTILE FABRIC TY V	765.00	SQYD		\$	
0190	24781EC		INTELLIGENT COMPACTION FOR ASPHALT	24,669.00	TON		\$	
0200	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	2,691,239.00	SF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0210	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	11.00	EACH		\$	
0220	01983		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	30.00	EACH		\$	
0230	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	49.00	EACH		\$	
0240	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0250	02351		GUARDRAIL-STEEL W BEAM-S FACE	3,975.00	LF		\$	
0260	02367		GUARDRAIL END TREATMENT TYPE 1	14.00	EACH		\$	
0270	02369		GUARDRAIL END TREATMENT TYPE 2A	2.00	EACH		\$	
0280	02381		REMOVE GUARDRAIL	5,125.70	LF		\$	
0290	02391		GUARDRAIL END TREATMENT TYPE 4A	13.00	EACH		\$	
0300	02562		TEMPORARY SIGNS	500.00	SQFT		\$	
0310	02575		DITCHING AND SHOULDERING	86,487.00	LF		\$	
0320	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0330	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0340	02775		ARROW PANEL	2.00	EACH		\$	
0350	06401		FLEXIBLE DELINEATOR POST-M/W	80.00	EACH		\$	
0360	06403		FLEXIBLE DELINEATOR POST-B/W	1,646.00	EACH		\$	
0370	06404		FLEXIBLE DELINEATOR POST-M/Y	55.00	EACH		\$	
0380	06511		PAVE STRIPING-TEMP PAINT-6 IN	306,244.00	LF		\$	
0390	06547		PAVE STRIPING-THERMO-12 IN Y	6,474.00	LF		\$	
0400	06568		PAVE MARKING-THERMO STOP BAR-24IN	100.00	LF		\$	

Report Date 5/30/18

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	06574		PAVE MARKING-THERMO CURV ARROW	32.00	EACH		\$	
0420	10020NS		FUEL ADJUSTMENT	24,176.00	DOLL	\$1.00	\$	\$24,176.00
0430	10030NS		ASPHALT ADJUSTMENT	48,839.00	DOLL	\$1.00	\$	\$48,839.00
0440	20191ED		OBJECT MARKER TY 3	27.00	EACH		\$	
0450	23159EN		DURABLE WATERBORNE MARKING-6 IN W	188,207.00	LF		\$	
0460	23160EN		DURABLE WATERBORNE MARKING-6 IN Y	123,663.00	LF		\$	
0470	23607EC		PAVE MARK THERMO-LANE REDUCTION ARROW	45.00	EACH		\$	
0480	24191ER		DURABLE WATERBORNE MARKING-12 IN W	3,004.00	LF		\$	
0490	24489EC		INLAID PAVEMENT MARKER	1,433.00	EACH		\$	

Section: 0003 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0500	02568		MOBILIZATION	1.00	LS		\$	
0510	02569		DEMOBILIZATION	1.00	LS		\$	