



CALL NO. 101

CONTRACT ID. 211017

BOYLE COUNTY

FED/STATE PROJECT NUMBER STP 1501(122)

DESCRIPTION US-68

WORK TYPE BRIDGE REPLACEMENT

PRIMARY COMPLETION DATE 10/14/2021

LETTING DATE: April 23,2021

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME April 23,2021. Bids will be publicly announced at 10:00 am EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 6%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 211017
STP 1501(122)
COUNTY - BOYLE
PCN - DE01100682117
STP 1501(122)

US-68 BRIDGE REPLACEMENT ON US 68/150 OVER CHAPLIN RIVER, A DISTANCE OF 0.08 MILES.BRIDGE
REPLACEMENT SYP NO. 07-00242.00.
GEOGRAPHIC COORDINATES LATITUDE 37:39:01.00 LONGITUDE 84:57:05.00

COMPLETION DATE(S):
COMPLETED BY 10/14/2021 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's electronic bidding software. The Bidder must download the bid file located on the Bid Express website (www.bidx.com) 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. The Department will attempt to answer all submitted questions. The Department reserves the right not to answer if the question is not pertinent or does not aid in clarifying the project intent.

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order must be submitted to the Division of Construction Procurement.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 days of being paid by the Cabinet.

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

******* IMPORTANT *******

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

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.

OPTION B

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

7-242.00
SPECIAL NOTE
FOR
FIXED COMPLETION DATE

Project Fixed Completion Date:

This project shall have a **Fixed Completion Date** of **October 14, 2021** for the completion of **all** work associated with this project. Liquidated damages shall be assessed according to Section 108 of the 2012 Kentucky Standard Specifications for Road and Bridge Construction. Contrary to Section 108 of the 2012 Kentucky Standard Specifications for Road and Bridge Construction, contract extensions associated with this project may only be adjusted at the discretion of the Engineer.

SPECIAL NOTE FOR CONCRETE COATING

I. DESCRIPTION

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways current Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the Contract Documents. Section references are to the Standard Specifications.

This work consists of the following:

- 1. Furnish all labor, materials, tools, equipment, and incidental items necessary to complete the work.
- 2. Provide safe access to the bridge, in accordance with Section 107.01.01, for the Engineer to sound possible repair areas and for workers to complete the construction.
- 3. Repair cracks as applicable in accordance with the Special Note for Epoxy Injection Crack Repair.
- 4. Repair delaminated or spalled areas as applicable in accordance with the Special Note for Concrete Patching.
- 5. Apply Ordinary Surface Finish
- 6. Prepare the surfaces to receive coating.
- 7. Apply concrete coating.
- 8. Any other work as specified as part of this contract.

II. MATERIALS

One of the following coating systems shall be used:

<u>Manufacturer</u>	<u>Prime Coat</u>	<u>Finish Coat</u>
Sherwin Williams	Macropoxy 646	Acrolon 218 HS
PPG	Amerlock 2	Devoe Devflex HP
Carboline	Carboguard 890	Carbothane 133 HB
Tnemec	Elastogrip 151	Envirocrete 156

The finish product shall be opaque and satin or semi-gloss. The contractor must apply sufficient coats as required to achieve this goal. The finish coat shall be gray and will meet the following values:

	<u>L*</u>	<u>a*</u>	<u>b*</u>
Gray	74.94	-1.54	3.92

Furnish to the Engineer copies of the manufacturer’s technical data sheets, installation guidelines, material safety data sheets, and other pertinent data at least two (2) days prior to beginning the work.

III. CONSTRUCTION

- A. Perform Concrete Repairs.** Repair concrete surface in accordance with the Special Note for Epoxy Injection Crack Repair and/or the Special Note for Concrete Patching Repair if included in the contract documents.
- B. Apply Ordinary Surface Finish.** Areas receiving epoxy injection, concrete patching, and other surface imperfections, including areas of minor cracking, should receive Ordinary Surface Finish in accordance with Section 601.03.18 of the Standard Specifications. Use mortar of the same cement and fine aggregate as the concrete patching, or as directed by the Engineer. Payment will be incidental to Concrete Sealing.
- C. Areas to Receive Concrete Coating:**
 - 1. Apply concrete coating to all surfaces of the railing, overhangs, and exterior faces and undersides of fascia beams and any other areas that may be specifically called out in the plans.
- D. Prepare Concrete Surfaces for Repair.** All areas specified shall be pressure washed. Equip the pressure washers with calibrated gages and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure of up 3,500 to 4,500 psi with 0 degree spinner tip and/or fan tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not damage any components of the structure. Pressure and flow rates shall be reduced to a level satisfactory to the Engineer should any damage occur due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum of 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Division of Construction approval. Pressure washing of any bridge element will proceed from top of wash area to bottom of wash area. Perform all pressure washing at temperatures above 40 degrees Fahrenheit.
- E. Apply Concrete Coating.** All areas specified shall have concrete coating applied to as specified after debris removal and power washing. New concrete shall be allowed to properly cure in accordance with the manufacturer's recommendations prior to application. Use compressed air to remove any loose debris from the surfaces that are to be coated after power washing. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry a minimum of 24 hours before any coating is applied. The coating must be applied with 72 hours of pressure washing. The coating must be applied to a clean and dry surface.

All coating application shall be executed using brushes, rollers, etc. No spray application will be permitted.

The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. Test samples shall be taken at the Contractor’s paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint. It is the Contractor’s responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process. Preform all concrete coating application at temperatures above 40 degrees Fahrenheit or in accordance with manufactures specifications.

IV. MEASUREMENT

The Department will measure the quantity as lump sum. The Department will not measure preparation of the site for the Engineer’s access or removal and reapplication of coatings that do not satisfy the Engineer’s approval for payment and will consider them incidental to “Concrete Coating”.

V. PAYMENT.

The Department will make payment for the completed and accepted quantities of concrete coating under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24982EC	Concrete Coating	Lump Sum

The plans may show an estimate quantity in square feet. The Department will consider payment as full compensation for all work required as described in this note.

SPECIAL NOTE FOR CONCRETE SEALING

These Notes or designated portions thereof, apply where so indicated on the plans, proposals or bidding instruction.

- I. **DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.
This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

- II. **MATERIALS.**
A. **Sealer.** Use one of the following:

Product	Supplier
Protectosil BHN	Evonik Industries
Protectosil 300S	Evonik Industries
TK-590-40 Tri-Silane 40%	TK Products
SW-244-100	Chemical Products Industries, Inc.
TK-590-1 MS Tri-Silane	TK Products
MasterProtect H1000	BASF
Aquanil Plus 40	ChemMasters
SIL-ACT ATS-100	Advanced Chemical Technologies
Certivex Penseal BTS 100%	Vexcon
Pentreat 244-40	W.R. Meadows
Aquanil Plus 40A	ChemMasters

- B. Coverage Rate:** Follow all manufacturers recommendations for coverage rates except the application rate must not exceed the square footage coverage rate per gallon of sealer as given in the chart below. If the manufacturer recommends a coverage rate greater than given in the table below, apply sealer at the rate given in the table below for the chosen sealers silane percentage.

% Silane	Coverage rate (ft ² /gallon)
100	300
40	120
20	60

III. CONSTRUCTION.

- A. Curing Compound.** Contrary to Section 609.03.12 of the specifications, curing compound is not to be used on this deck due to potentially causing issues with the concrete sealer. During the deck pour, finishing, and tining operations the Class AA concrete shall be kept continuously moist with the use of a mister until burlap or curing blankets are applied to the surface. At no point should water be pooling or running off the surface or the surface of the concrete be allowed to become dry. After the burlap or curing blankets are installed, cure in accordance with the specifications. Include all costs in the unit price bid for Class AA concrete. Failure to properly cure the concrete in accordance with this note and the specifications may result in weakened or cracked concrete. If the concrete is weakened or cracked due to improper curing, the contractor will be responsible for providing alternates to fix the issues to the Engineer for review and the contractor will be solely responsible for all costs to do so, up to complete replacement. Do not begin any construction on fixing any issues without approval of the Engineer.
- B. Cleaning the Deck.** Dry clean the deck to remove all loose debris. Remove all visible hydrocarbons from the surface with detergent approved by the manufacturer of the deck sealant. Pressure wash all surfaces to be sealed at 2000 to 3000 psi. Install pressure gauges at each wand to verify pressure. Use 30° fan tip or as recommended by the manufacturer of the deck sealant. Hold pressure washing wand a minimum of 45° from the deck with a maximum stand-off distance of 12 inches.
- C. Sealing the Deck.** Allow new concrete to cure a minimum 28 days prior to application of sealer. Monitor weather conditions prior to sealer application. Refer to manufacturer's recommendations for proper ambient conditions. Do not apply sealer if precipitation is anticipated within the time stated by the manufacturer. Allow the deck to dry 24 hours (after washing or rain event) before sealer application. The deck can be reopened to traffic while drying. Sealer must be applied within 48 hours of washing or the deck must be rewashed. Divide the deck into predefined areas of specific square footage to aid in determining usage. Comply with manufacturer's usage recommendation. Using a low

pressure pump, apply sealer and spread evenly with broom or squeegee; do not allow pooling to remain. When each predefined area is complete, measure the amount of sealer used to verify proper usage. After sealing, follow manufacturer's recommended cure time before opening to traffic. On vertical surfaces, apply the sealer in a flooding application from the bottom up, so the material runs down 6 to 8 inches below the spray pattern.

D. Inspection: Monitor all aspects of the project to assure compliance to this specification. Observe and document general conditions during the entirety of the project. Verify that each phase of work has been satisfactorily completed prior to beginning the next phase. Phases are described as follows:

1. Dry cleaning to remove loose debris, verify and document:
 - a. All debris has been removed and disposed of properly.
2. Removal of hydrocarbons, verify and document:
 - a. The manufacturer's recommended detergent is used for removal.
 - b. Hydrocarbons have been satisfactorily removed.
3. Pressure washing, verify and document:
 - a. Washing pressure at the wand.
 - b. Tip size used.
 - c. Wash angle and stand-off distance.
 - d. The deck is satisfactorily cleaned.
4. Sealer application, verify and document:
 - a. Proper cure time for new concrete.
 - b. Deck surface is dry.
 1. Document time since washed.
 2. Was deck opened to traffic after washing?
 - c. Ambient conditions.
 1. Document ambient temperature, surface temperature, relative humidity, and dew point.
 - d. Application and distribution method.
 - e. Coverage to be complete and even.
 - f. Material is not allowed to remain pooled.
 - g. Monitor material usage.
 - h. No traffic until proper cure time is allowed.

IV. MEASUREMENT

- A. Concrete Sealing.** The Department will measure the quantity per square feet of each area sealed.

V. PAYMENT

- A. Concrete Sealing.** Payment at the contract unit price per square feet is full compensation for the following: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

Special Note for Handrail

The handrail should match the handrail that currently exists along the Chaplin River walkway as shown below as closely as possible. Submit handrail design to both Tyler Reynolds, District 7 Environmental Coordinator, Email tyler.reynolds@ky.gov and the Project Engineer for approval.



Special Note for Prefabricated Steel Truss Pedestrian Bridge and Foundations

1. GENERAL

1.1 Definitions

AASHTO: The American Association of State Highway and Transportation Officials (see their website at www.transportation.org)

Standard Specifications: The KYTC Standard Specifications for Road and Bridge Construction, current Edition.

Bridge: The prefabricated steel bridge superstructure supplied to the Contractor by the supplier and/or manufacturer. For purposes of these specifications, "Bridge" does not include any abutments, piers, or other substructure components or foundations, nor does it include any part of the roadway to be located directly upon the bridge superstructure. Those items together with the bridge are the "Structure".

Calculations: Documentation related to the analysis, design, and load rating in the form of hand computations, computer output, diagrams and summary tables in either hard copy or electronic portable document format (.pdf) files.

Contract Documents: The documents prepared by the Owner which govern the scope of work, design, manufacturing of the Structure.

Contractor: The company responsible for full installation and tie-in of the Structure.

Design Loading: All applicable AASHTO & KYTC Standard Specifications loadings for the pedestrian structure design.

LRFD: Load & Resistance Factor Design method.

Manufacturer: The firm responsible for the design, preparation of drawings, fabrication and shipping of the Bridge.

Manufacturer's Responsibilities: The work to be performed in accordance with these specifications will consist of timely furnishing of structural steel design, and shop drawings; and manufacture of the Bridge pursuant to the Applicable Codes and Standards, and transportation to the location indicated in the Contract Documents.

Owner: The legal Owner of the installed Bridge.

Shop Drawings: Drawings prepared by the Manufacturer that represent the intended fabrication of pieces and supplied items. These drawings include instructions for forming, fabricating, connecting and finishing the pieces, in the form of labels, symbols, notes, and dimensions.

Station: An increasing increment along the roadway centerline that defines the orientation of the bridge with respect to beginning and end and left and right of the project. Stations may be surveyed or arbitrarily set depending on the complexity of the project. Upstation is forward and toward the end of the project. Downstation is rearward and toward the beginning of the project. Left and right are oriented while looking upstation.

Structure Drawings: Drawings prepared by the Contractor's engineer that represent the intended engineering design including bridge and substructure. These drawings typically depict the complete structure including the 'Bridge', substructure, foundation, layout, grading, slope protection, general notes, quantities, and the provided subsurface data sheet. These drawings typically depict the Bridge's framing plan, elevation, member sizes, transverse section(s), end-of-bridge section(s), field assemblies, and installation notes. Drawings shall be in accordance with the KYTC Division of Structural Design guidance manual, and include a Division of Structural Design review. Reference: "Structural Resources" <https://transportation.ky.gov/StructuralDesign/Pages/default.aspx>

Timely: In compliance with the time parameters of the KYTC Standard Specifications.

1.2 Manufacturer's Qualifications

AISC Certification: The Manufacturer shall be an approved steel fabricator under the AISC Quality Management System Certification Program, for a period of at least five (5) continuous years immediately preceding the bid opening.

Experience: The Manufacturer shall have designed and manufactured at least ten (10) permanent premanufactured steel truss or rolled beam bridges of approximately the same size and configuration as the proposed Bridge during a period of not more than five (5) continuous years immediately preceding the bid opening. The Manufacturer shall also have experience designing and manufacturing bridges with all-bolted component connections using Computer Numerically Controlled (CNC) drilling equipment and shop bolting operations if approved to do so by KYTC.

1.3 Manufacturers

It is believed the following manufacturers are capable of meeting all the qualifications for the fabrication of this bridge, but this is not a comprehensive list and there are likely other manufacturers as well that meet the requirements of this note. The contractor shall be responsible for ensuring the manufacturer chosen does in fact meet all the qualifications given herein this document and the KYTC Standard Specifications for Road and Bridge Construction.

Contech Engineered Solutions LLC
8301 State Highway 29 North
Alexandria, Minnesota 56308
1-800-328-2047

Contech Engineered Solutions LLC
4021 Gault Avenue South
Fort Payne, Alabama 35967
1-800-749-7515

Bridge Brothers
<https://bridgebrothers.com>
1-866-806-0847
engineering@bridgebrothers.com

Excel Bridge Manufacturing Co
<http://www.excelbridge.com/>
1-800-548-0054

US Bridge
<https://usbridge.com/>
1-888-872-7434
info@usbridge.com

All prospective manufacturers are required to submit the following documentation supporting their ability to meet the above referenced qualifications at the time of plan and calculation review:

- Copy of current AISC certifications as described above.
- Copy of Quality Assurance Programs.
- Splicing and erection procedures.
- Approved welding process procedures.
- The name and qualifications of the Manufacturer's representative designated to represent the Manufacturer for all activities.
- The name and qualifications of the Technical Assistant that will conduct on-site assistance during field installation of the Bridge until secure and stable (if required by the contractor).
- List ten (10) permanent steel bridges similar in size and configuration to the Bridge, which the applicant has manufactured in the preceding five (5) years, together with drawings, calculations, project details and contact information.
- Complete list of plant, equipment, employees and others to be used by the applicant to design and manufacture the Bridge including copies of all Professional Engineering licenses for designers and welding certificates for welders.
- In addition to the above, submit all other items that may be required by the KYTC Standard Specifications.

Notification: The Owner will evaluate and verify the accuracy of the submittal and notify the Contractor whether the prospective Manufacturer meets the requisite qualifications. If the Owner determines that the requisite qualifications do not exist, the Manufacturer chosen by the contractor shall not be eligible for fabrication of the bridge and the contractor shall find another manufacturer that does meet all requirements. No extra payment or contract time shall be given if a fabricator chosen by the Contractor fails to meet all requirements and another fabricator must be chosen.

1.4 Bid Phase Activities

Prebid Site Visit: Each contractor submitting a bid for the work required herein this special note shall make a thorough inspection of the project site prior to submitting a bid and shall be thoroughly familiarized with existing conditions so that work can be expeditiously performed after a contract is awarded. Submission of a bid is considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department of Highways.

Pre-bid Questions: Pre-bid questions may be submitted to the Division of Construction Procurement in accordance with their typical procedures.

2. APPLICABLE CODES AND STANDARDS

2.1 Governing Codes and Standards

- The Bridge shall be designed in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications, with current interims and the current edition of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges.
- The bridge shall be fabricated and constructed in accordance with this special note, the KYTC Standard Specifications, the KYTC Guidance Manual, and the KYTC 2020 Standard Drawings Book. If at any point, this note contradicts either the Standard Specifications or the Guidance Manual, the more stringent specification shall control.

2.2 Reference Codes and Standards

- AASHTO Manual for Bridge Evaluation, current edition.
- American Welding Society (AWS) D1.5 Bridge Welding Code (Use AWS D1.1 for welding not covered in AWS D1.5).
- AASHTO/NSBA S2.1 Steel Bridge Fabrication Guide Specifications, 2nd Edition.
- KYTC Geotechnical Engineering Structure Foundation Report number S-007-2021 (See Attached Appendix)

3. BRIDGE CHARACTERISTICS

- 3.1 Span(s):** The Pedestrian Bridge shall be composed of 1 span with a horizontal length of 114'-0" between bridge bearings and a minimum clear waterway opening of at least 107 feet between substructure faces as detailed in the roadway plans. The full length of the bridge will include extending the 4" concrete slab and steel plate across the end wall as described in Section 4.10. If changes to the structure span, clear opening between substructures, flow area, or superstructure depth are required, submit proposed hydraulic design to KYTC Drainage for review prior to beginning truss or substructure design. Submit final hydraulic design incorporating final structure design to KYTC Drainage Branch for review and archive after design is complete.
- 3.2 Width:** The proposed walkway width shall be 8'-0" and shall be as measured from the inside faces of the railing.
- 3.3 Skew:** The bridge shall be designed with 0 deg. skew.
- 3.4 Finish:** All structural steel shall be painted steel. Paint in accordance with Section 607 of the KYTC Standard Specifications. The chosen color shall be black, Federal Standard 595B color X7038.
- 3.5 Bridge System Type:** Bridge(s) shall be designed as a parallel chord truss system that has two (2) diagonals per panel and plumb end vertical members. Interior vertical members may be either plumb or perpendicular to the chord faces. Panels shall be spaced nearly equally to the truss height for a "Nearly Square" appearance.



- 3.5.1** Bridge(s) shall be designed utilizing either an underhung floor beam (top of floor beam welded to the bottom of the bottom chord) or an H-Section configuration

where the floor beams are placed up inside the trusses and attached to the truss verticals.

3.5.2 The bridge manufacturer shall determine the distance from the top of the deck to the top and bottom truss members based upon structural and/or shipping requirements, but shall also match proposed profile depth as shown in roadway plans unless a hydraulic design is performed and approved by the department.

3.5.3 The top of the top chord shall not be less than 54 inches above the deck (measured from the high point of the riding surface).

3.6 Member Components: All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated from structural steel shapes or square and rectangular structural steel tubing.

Unless the floor and fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

3.7 Attachments:

3.7.1 Safety Rails: Vertical safety rails or pickets shall be placed on the structure to a minimum height of 54" above the deck surface. The pickets shall be spaced so as to prevent a 4" sphere from passing through the truss. The top of the vertical pickets shall have a continuous cap angle or some other means to prevent bridge users from cutting or scraping their hands. The rails should match the existing rails as shown in the picture below as closely as possible. Submit proposed railing for review and approval.



The picket safety system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

3.8 Camber: The bridge shall have a vertical camber dimension at midspan equal to 100% of the full dead load deflection plus 1% of the full length of the bridge.

3.9 Elevation Difference: The bridge abutments shall be constructed at elevations required to match the proposed bridge profile grade in the project plan set.

4. ENGINEERING

4.1 Licensure: The engineering design of the Bridge shall be performed by, or under the direct supervision of a Licensed Professional Engineer in Kentucky. All calculations and plans submitted for review shall be stamped by the Engineer.

- 4.2 Design Specification:** The Bridge shall be designed in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications and the current edition of the AASHTO LRFD Guide Specifications for the Design of Pedestrian bridges.
- 4.3 Analysis:** The structural analysis for the Bridge shall include, at a minimum, a two dimensional analysis for gravity dead loads and live loads, as applicable. The location and distribution of these loads shall be applied as such to produce the maximum stress (or applied force) in the member or members under consideration. In considering design and fabrication issues, this structure shall be assumed to be statically loaded. No dynamic analysis shall be required nor shall fabrication issues typically considered for dynamically loaded structures be considered for this bridge.
- 4.3.1 Dead Load:** The bridge structure shall be designed considering its own dead load (superstructure and original decking) and the handrail load. No additional dead loading need be considered.
- 4.3.2 Live Load:** The bridge shall be designed for Pedestrian Live Loads, Wind Loads, Fatigue Loads, Top Chord/Railing Loads, vehicular loading (if applicable) and any other applicable loads, such as streamflow or vehicular loadings, according to the AASHTO LRFD Bridge Design Specifications, with current interims and the current edition of the AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges and other governing codes and standards listed in Section 2.1 of this document.
- 4.4 Bridge Information Model (BriM):** The Manufacturer may utilize three-dimensional CAD software with integrated model-data-CNC file transfer of the Bridge components and assemblies to prepare Engineering and Shop Drawings. This is to promote efficiency during plan development and to improve quality of the delivered Bridge order.
- 4.5 Loads & Load Combinations:** All applicable dead and live loads shall be applied and combined as specified in the design specifications listed in Section 4.2 of this document. Longitudinal forces from thermal expansion and contraction, and vehicles; along with lateral forces from wind, flood or seismic events shall be computed and combined as applicable and in accordance with the design specifications listed in Section 4.2 of this document.
- 4.6 Camber & Deflection:** Calculation of the Bridge's dead and live load deflection is required. Dead load deflection shall be accommodated by forming camber into the unloaded geometry of the members. Live load deflection of the primary members should be investigated at the service limit state using load combination Service I in Table 3.4.1-1 of AASHTO LRFD. The deflections should be limited to the following span-to-deflection ratios unless otherwise specified:
- The vertical deflection of the main trusses due to the unfactored pedestrian live load shall not exceed 1/360 of the span.
- The deflection of the floor system members (floor beams and stringers) due to the unfactored pedestrian live load shall not exceed 1/360 of their respective spans.
- The horizontal deflection due to the unfactored wind loading shall not exceed 1/360 of the span length.
- Deflection limits due to occasional vehicular traffic shall not be considered.

Horizontal Deflection of the structure due to lateral wind loads shall not exceed 1/500 of the span under an 85 MPH (25 PSF) wind load.

4.7 Minimum Thickness of Metal: The minimum thickness of all structural steel members shall be 1/4" nominal and be in accordance with the AISC Manual of Steel Construction's "Standard Mill Practice Guidelines". For ASTM A500 and ASTM A847 tubing, the section properties used for design shall be per the Steel Tube Institute of North America's Hollow Structural Sections "Dimensions and Section Properties".

4.8 Deck and Concrete Slab: The concrete slab shall be a minimum of 4" thick and designed in accordance with the AASHTO LRFD Bridge Design Specification and KYTC specific design requirements. The slab shall be designed by the Bridge designer. The slab will need a minimum reinforcing of #4 bars at 18" on center in both directions to control cracking or an equivalent amount of welded wire reinforcing. The actual reinforcement shall be determined by design computations. The deck pans shall be designed by the Bridge designer to support all applicable loads, unless a thicker structural slab is used with two layers of reinforcement, and shall have edge and end headers to contain concrete during the pour. The deck pans shall be hot-dipped galvanized in accordance with ASTM A153. Submit details and stamped calculations with the truss submittals for review and approval by KYTC.

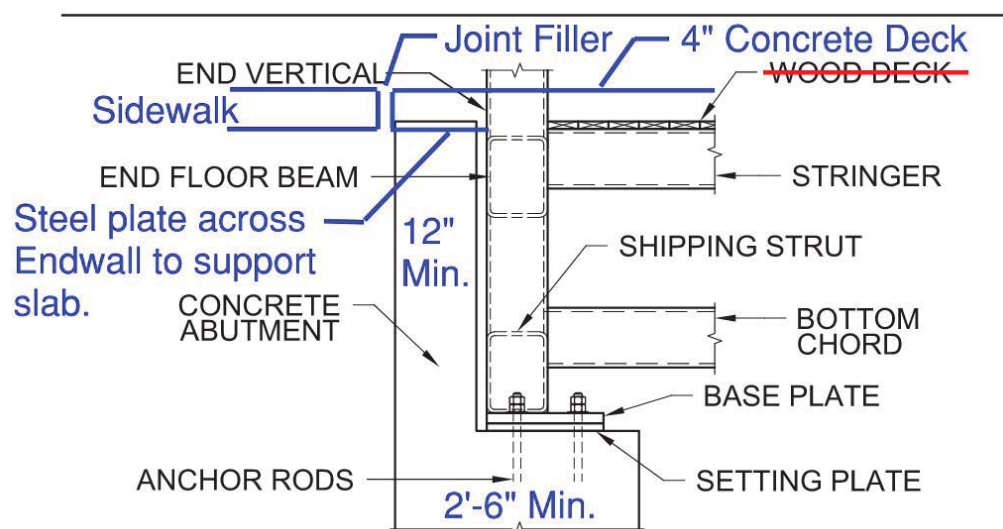
4.9 Superstructure Depth: The minimum low chord elevation shown in the highway plan for this bridge is 850.3. The contractor shall be responsible for ensuring this requirement is met by the Designer of the bridge or receive approval from the KYTC Drainage Branch to ensure adequate waterway opening. Submit final HEC-RAS Model to KYTC Drainage Branch for review.

4.10 Substructures: There are multiple options for substructures for this bridge. The bridge manufacturer or a contractor designated professional engineer is responsible for final designs. Submit all PE Stamped substructure designs for review by KYTC at the same time as the truss submittals. All rebar shall be epoxy coated grade 60 conforming to ASTM A615. Reference the Geotechnical Engineering Structure Foundation Report number S-007-2021, provided by KYTC and attached at the end of this document, for more information and required plan notes for the chosen option. Engineer is to use 75 years as the design life for this structure.

The minimum thickness of any wing wall is 18" with two mats of reinforcement. The minimum reinforcement shall be #5 bars at 12" c/c. Reinforcement shall be Grade 60, epoxy coated as specified earlier in this note. Actual size and reinforcement is determined by properly checked structural calculations. Minimum endwall and cap dimensions are shown in the following sketch.

The substructures designed for this bridge must accommodate attachment to retaining walls and handrails on each end of the bridge as shown and noted on the plan sheets for this project. At abutment/end bent 1, the wings shall be monolithic, extend back ten feet from the face of the end wall, and tie into proposed gravity walls. At abutment #2, the wings shall tie into proposed gravity walls as shown in the roadway plans.

Regardless of the option chosen, the minimum 4" concrete slab will continue across the sub-structure back wall as shown in the following sketch. Provide a galvanized steel plate extending from the stringer or floor beam over the backwall to support the slab. This overhang prevents water that gets through the joint from leaking onto the bearings. Provide mastic tape in accordance with Standard Drawing BGX-022.



4.10.1 Option 1: Use spread footings on competent unweathered bedrock. The base of the footing must be extended a minimum of 0.5 feet into unweathered bedrock. The estimated base of footing elevation for Abutments 1 & 2 are 836.5 ft and 839.0 ft, respectively. Size the footing at service limit state using a presumptive factored bearing resistance of 30 ksf. Contact the KYTC Geotechnical Branch for a more detailed analysis of the nominal bearing resistance if the strength or extreme limit states control the footing design. Provide a minimum 2'-6" wide breastwall portion under the truss with a backwall to retain all soil as shown in the cross section above. Extend wings out as described above and shown in the roadway plans to retain all fill and prevent scour. The wings shall be a minimum of 18" thick with two layers of reinforcement. The wings shall extend 6" above the proposed sidewalk elevation.

4.10.2 Option 2: Use an end bent cap with spill through slopes for End Bent 1 & 2 with either H-Piles, micropiles, or drilled shafts. All options must be drilled a minimum of 4'-0" into solid unweathered bedrock. Slope protection will be required as a scour abatement measure on the 2H:1V spill-thru slopes at the end bents with the use of piles. Local scour can be negated with the use of slope protection. Extend cap 4'-0" minimum below finished grade to prevent undermining. Cap shall be a minimum 3' wide with pile spacings at 8'-0" maximum. Shear reinforcement shall be closed #5 rectangular stirrups at 12" maximum spacing. Provide a minimum of 4~#8 bars at the top and bottom of the caps for flexure reinforcement and #5 bars horizontally at 12" maximum spacing in the front and back vertical faces of the cap. Minimum reinforcement in the backwall and wings shall be #5 bars at 12" maximum spacing on each face. Actual bar sizes and spacings must be determined in the design, but shall not be less than the minimum sizes and spacings given above.

Provide a minimum of 10' of pile below the bottom of cap elevations and a minimum of 4'-0" drilled into solid rock. Backfill portions of piles predrilled in solid rock with Class A or AA concrete as the design may dictate.

Design Hpiles, micropiles, or drilled shafts for all lateral loads using Lpile or an equivalent software. End bents shall be designed for full soil lateral loads and a 2 foot live load surcharge with no support from the superstructure. Submit design for review.

A temporary casing may be required to prevent collapse of the hole. If used, the casing shall be removed as the hole is being backfilled with concrete, sand, or pea gravel. Piles shall be driven to refusal prior to backfilling.

The contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures. A hammer with a rated energy between 20 and 35 kip-ft will be required to drive the H-piles to practical refusal without encountering excessive blow counts or damaging the piles.

4.10.3 Additional Options: There are additional options for possible substructure types given below. If the designer feels one of these options would be preferred, final design parameters can be provided by KYTC Geotechnical Branch if these options would like to be pursued.

4.10.3.1 Spread Footing on Soil/Granular Replacement: The cabinet would consider possible spread footings designs on soil/granular replacement for Substructure 1 if the start of the bridge could be moved 15 to 20 feet back from the current proposed location. Additionally, possible spread footings design could be considered on granular replacement for Substructure 2 depending on plans for the current gabion retaining wall that is present on the east side of the Chaplin River. This is not allowed by Division Guidance Manual and requires written permission from the Director, Division of Structural Design. If this option is desired, submit proposed plans to the cabinet for review. The cabinet retains the right to not allow this proposal at any point in the process.

4.10.4 Abutment or End Bent: An Abutment has a spread footing whereas an End Bent will be founded on a deep foundation (piles or drilled shaft). Either will require geometry and design to retain earth and support the sidewalk beyond the bridge ends. The wall on west bank

4.10.4.1 Design: The contractor is responsible for the structural design of the chosen substructure type. If it includes a spill thru slope, then the bridge length may have to be increased to maintain required waterway opening. The type of "wing walls" will vary with the type of substructure chosen. They must be designed to retain the earth and support the sidewalk. The top of the endwall of the substructure shall be at such a height that the slab at the end of the bridge, supported by a steel plate, rests on it and can slide to accommodate thermal movements, if any. Coordinate the bridge seats with the bridge designer to accommodate selected bearing devices and to prevent unwanted lateral movements of the bridge truss.

4.10.4.2 Foundation Preparation: Sheet piling, shoring, dewatering, or cofferdams may be required for the constructions of abutments or end bents. Foundations shall be designed for the abutment or end bents chosen in accordance with the recommendations listed in the geotechnical report and the geotechnical notes shall be shown on the structure plans. If drilled shafts are chosen, they shall be designed

and constructed in accordance with the KYTC Special Note for drilled shafts.

4.10.4.3 Construction: Refer to KY Standard Specifications Section 600 for construction specifications for structural concrete, placement and curing. Exposed concrete surfaces and the truss deck slab shall be sealed in accordance with the Special Note for Concrete Sealing. All costs incidental to the lump sum price bid for Prefabricated Truss.

4.10.4.4 Grading & Slope Protection: Refer to standard drawing RGX-100 and RGX-105 for policy on use of Structure Granular Backfill. Sour shall be prevented by use of a properly designed riprap layer on geotextile fabric.

4.10.5 Retaining Wall at Abutment 1- The height above original ground varies from approx. 1 foot to 3.5 feet. See typical sections in the project plans for granular subgrade and preparation for the reinforced 4" concrete slab. The slab shall be wide enough to accommodate the same railing used elsewhere in this special note. The concrete slab shall follow the vertical alignment which is a crest vertical curve. The side slopes shall be lined with geotechnical fabric and slope protection.

From Bridge Trail Station 5+36.4 to 5+56.4, construct 20 LF of gravity retaining walls on each side of the trail and reinforced concrete slab atop granular fill.

From Bridge Trail Station 5+56.4 to 5+66.4, construct 10 LF of reinforced concrete slab atop granular fill between abutment 1 wingwalls for connecting sidewalk construction to the bridge substructure.

4.11 Drawing Submittals: The Manufacturer shall design the prefabricated bridge(s) and prepare Drawings in accordance with the following minimum requirements. Engineering Drawings and Calculations, sealed by a Licensed Professional Engineer in the state of Kentucky, will be submitted to the Owner for Approval before beginning fabrication. Shop Drawings must be submitted to the owner in accordance with the specifications and must be reviewed by the original designer as well.

Unless otherwise requested, an electronic version of the Shop Drawings will be submitted in portable document format (.PDF) via email to the Owner or the Owner's designated contact. After final approval by the Owner, the Manufacturer shall provide the Owner with two 24" x 36" paper copies of the Engineering Drawings or a .pdf for archive purposes.

5. MATERIALS & COMPONENTS

5.1 Steel: Bridge shall be fabricated from domestically produced, structural steel shapes conforming to ASTM A709 Grade 50 or welded square and rectangular tubing, and/or plates in accordance with the ASTM specifications listed in KYTC Standard Specifications Section 812 or as approved by the Cabinet. All steel shall be charpy v-notch tested to the requirements of fracture critical members, zone 2, as specified in Article 6.6.2 of the AASHTO LRFD design manual.

5.2 Welding and Structural Fasteners: All welds and fasteners shall be in accordance with the design specifications listed in Section 4.2 of this document. Testing of the fracture

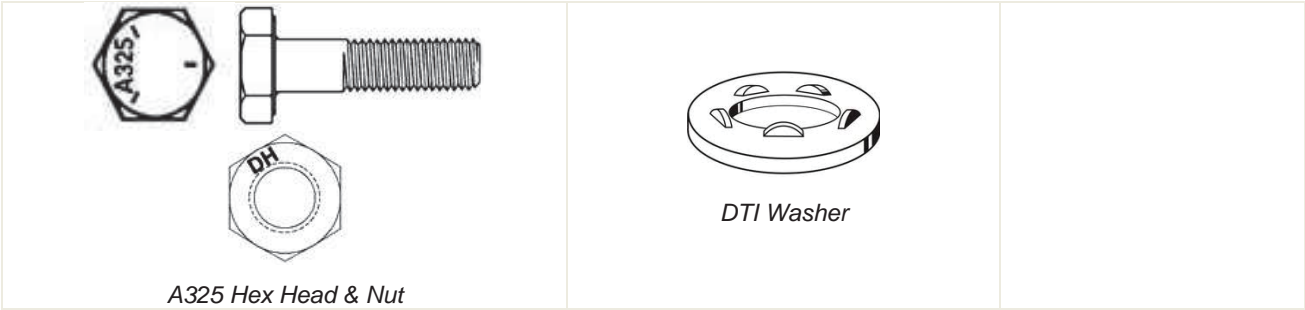
critical welding material and final welds is required. Submit proposed testing requirements with shop plans. Visual inspection alone is not sufficient. NDT is required.

- 5.3 Anchor Bolts:** The anchor bolts supplied with all bridge systems shall be ASTM A449 or F1554 Full Thread Studs Hot Dip Galvanized as per ASTM A153. Each anchor bolt shall be provided with one A563 Galvanized Heavy Hex Nut and one F436 Galvanized Flat Washer.
- 5.4 Bearings:** This item consists of furnishing and installing bridge bearings in accordance with the Contract Documents, this specification, and the manufacturer's recommendations. The bearings shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications and shall follow the AASHTO LRFD Bridge Construction Specification requirements for testing and fabrication. Elastomeric and laminated elastomeric bearing pads shall be custom molded from neoprene or natural rubber. Laminated pads shall be reinforced with internal steel plates and vulcanize-bonded to alternating layers of the elastomer during the molding process. Bearings shall be provided with the bridge and all costs are incidental to the lump sum price bid for the Prefabricated Steel Truss Bridge.
- 5.5 Floor or Deck Forming System:** The flooring or deck system forming system may use Stay-in-Place Forms for Concrete Decks or another system. System chosen shall be approved by the KYTC Engineer. Stay in place forms shall not be welded directly to steel truss members. Contractor shall be responsible for design, procuring, and installing SIP forms if desired to use for the deck construction. All costs incidental to the truss bridge.
- 5.6 Deck and Concrete Slab:** The concrete slab shall be constructed by the Contractor. Concrete in the deck shall be Class AA concrete (4,000 psi). Steel shall be epoxy coated grade 60 meeting requirements of ASTM A615. Concrete and reinforcing steel materials and strengths shall be noted in the Engineering Drawings. The design shall show concrete thicknesses, clear covers, and barbills for the contractors use. Concrete shall be formed, mixed, placed, consolidated, finished and cured in accordance with the KYTC Standard Specifications and as approved by the Owner in the field. The deck pans shall be hot dipped galvanized in accordance with ASTM A-153 specifications and shall have edge and end headers to contain concrete during the pour. The design of the deck pans shall be submitted to KYTC for review and approval. The deck and slab design and construction is incidental to the lump sum price bid for Prefabricated Steel Truss Bridge.
- 5.7 Concrete for Substructure:** The concrete for the substructure shall be Class A concrete (3,500 psi). Steel shall be epoxy coated grade 60 meeting requirements of ASTM A615. Concrete and reinforcing steel materials and strengths shall be noted in the Engineering Drawings. The design shall show concrete thicknesses, clear covers, and barbills for the contractors use. Concrete shall be formed, mixed, placed, consolidated, finished and cured in accordance with the KYTC Standard Specifications and as approved by the Owner in the field. The substructure units design and construction is incidental to the lump sum price bid for Prefabricated Steel Truss Bridge.

6. MANUFACTURING AND QUALITY CONTROL

- 6.1 Certification Manual:** A current copy of the AISC Program Manual describing the Bridge Manufacturer's operations and practices shall be maintained by the quality Control Manager for review by designated quality control inspectors. Copies of the AISC Certification Manual shall be made available to customers and their representatives, upon requests.

- 6.2 **Cambering:** The Bridge shall be cambered in accordance with the Contract Documents and the design computations to offset the predicted total dead load deflection and to accommodate the profile grade indicated in the Contract Documents. Mechanical (cold) cambering may be used where permitted by the applicable construction specifications and the Owner’s customary practices.
- 6.3 **Welding:** All welding shall conform to the AASHTO/AWS D1.5 Bridge Welding Code current edition with interims and AWS D1.1 for members not covered by AWS D1.5. All welding shall utilize E70 or E80 series electrodes. The weld process used shall be Flux Core Arc Welding (FCAW) or Shielded Manual Arc Welding (SMAW) per ANSI/AASHTO/AWS D1.5 “Bridge Welding Code” and AWS D1.1. Do not field weld, except as specified in the Plans, without the Engineer’s written permission. Ensure that in all cases, welders, welding operators, and tackers have been qualified by testing according to KM 64-110 and/or AWS within the previous 24 months of the time of actual weld performance. Qualifications of welders shall be made available upon request.
- 6.4 **Plate & Shape Cutting:** Plate and shape cutting shall conform to methods specified in AASHTO/AWS D1.5 Bridge Welding Code Section 3 Workmanship, AWS D1.1, and the KYTC Standard Specifications. Computer Numerically Controlled (CNC) cutting equipment may be utilized as a manufacturing method as it allows for highly accurate dimensional cutting along with precise and rapid shop operations. Plate and shape cutting method shall be submitted in writing to the owner for approval, prior to commencing fabrication.
- 6.5 **Bolt Holes:** All bolt hole fabrication for high strength, slip critical bolted connections shall comply with the AASHTO Construction Specifications, and the KYTC Specifications. Computer Numerically Controlled (CNC) drilling equipment may be utilized with approval as a manufacturing method as it allows for highly accurate hole location along with precise and rapid shop operations. Bolt hole fabrication method should be submitted in writing to the owner for approval, prior to commencing fabrication.
- 6.6 **Bolting:** All shop and field bolting shall comply with the AASHTO Construction Specifications, Section 11 and the KYTC Specifications. Shop and field bolts shall be tightened by use of Direct Tension Indicating (DTI) washers. Bolts shall be A325 Type 1 Heavy Hex head, hot-dip galvanized in accordance with ASTM A153. DTI’s shall conform to ASTM F959 and shall be hot dipped galvanized as well. Nuts shall be ASTM A563 grade DH and washers shall be ASTM F436, of corresponding hot dipped galvanized finish.



- 6.7 **Shop Assembly:** Shop assembly shall conform to AASHTO Construction Specifications and AASHTO/NSBA S2.1 Guide Specifications and the KYTC Standard Specifications. For bridges such as trusses, the Manufacturer shall shop assemble the entire span, to conform to the camber and blocking requirements shown in the Engineering Drawings in an unloaded, laydown process. If the span is too long for a complete shop assembly, the Manufacturer shall check-assemble a minimum of three adjacent shippable units of the bridge, in a sequential manner, to ensure that an accurate fit-up of assemblies are possible

in the field. Complex framing members such as skewed floor beams shall also be check - assembled in the shop, to ensure geometric accuracy and fit-up has been achieved. Stringers beams, transverse bracing and accessory pieces are not required to be check-assembled to their primary members unless specified in the Contract Documents. If the KYTC Standard Specifications, requires a more stringent shop assembly process, that process shall be followed instead of the above described process.

- 6.8 Shop Inspection:** Each Bridge shall be inspected by a qualified shop inspector. For all welded assemblies the inspector shall be a Certified Weld Inspector that is qualified under the AWS QC-1 program. Each inspection shall include as a minimum requirement the following: review of Shop Drawings, weld procedures, welder qualifications and weld testing reports, visual and NDT inspection of welds and verification of overall dimensions and geometry of the Bridge. Non-destructive testing of welds shall be performed both prior to and after painting. All welds shall be tested in accordance with AWS D1.5.
- 6.9 Surface Preparation/Finishing:** All surface preparation and finishing shall be done in accordance with KYTC Standard Specifications Section 607, especially subsection 607.03.23. Furnish copies of the manufacturer's technical data sheets, material safety data sheets, and application procedures to the Engineer for review and approval before beginning painting. Submit written procedures for compliance with the standard specifications for cleaning and painting in both the shop and the field to the Engineer for approval before beginning work.
- 6.10 Material Certification:** The Manufacturer shall maintain a program to receive, inspect, record and trace materials used in the Bridge. Material Test Reports shall be used to prove domesticity, and document chemistry and physical test records. Certificates of Conformance shall be used to document compliance with specifications. Traceability shall be met by heat and lot numbers records from the producing mill or supplier. This program shall be in evidence by the Manufacturer's AISC Certification and a written copy found in the Manufacturer's AISC Certification Manual.
- 6.11 Truss Assembly Records:** The Manufacturer shall complete and maintain a record of assembly for each truss bridge, documenting specific pieces, heat numbers and positions for truss girder members, in accordance with the Manufacturer's AISC Certification Manual.

7. SITE, DELIVERY & ERECTION

- 7.1 Owner responsibility:** The Owner shall provide limited information about the site and soil conditions and will provide a line and grade. The engineering design and construction of the Bridge abutment rework/end bent construction shall be the responsibility of the Contractor and their Engineer. Pertinent information related to the design and performance of the bridge superstructure shall be made available to the Bridge Manufacturer upon execution of the agreement. The Contractor shall install anchor bolts in accordance with the Bridge Manufacturer's Engineering Drawings and recommendations (all costs for anchor bolts incidental to truss). All roadway approach work and paving of the Bridge deck roadway shall be the responsibility of the Contractor. All electrical grounding and lightning protection shall be the responsibility of the Contractor and the manufacturer. Submit proposed electrical grounding and lightning protection to the Cabinet for review.
- 7.2 Delivery:** Contractor shall be responsible for delivery coordination.
- 7.3 Erection:** The Manufacturer will advise the Contractor of the attachment points and other necessary information required to install the bridge. The method and sequence of erection shall be the responsibility of the Manufacturer/Contractor. Unloading, stabilization, splicing, bolting, and proper rigging and lifting are the responsibility of the Contractor.

8. **TECHNICAL ASSISTANCE**

- 8.1 The contractor may request a qualified technical assistant from the manufacturer to provide installation technical assistance. The contractor is responsible for ensuring the bridge is erected according to the Manufacturers and KYTC requirements. No extra payment will be made for this and all costs shall be incidental to the price bid for the truss bridge superstructure.
- 8.2 All substructures shall be in accordance with KYTC Geotechnical Report S-007-2021, included as an Appendix to this Special Note.

9. **MEASUREMENT**

- 9.1 The contractor shall be paid one lump sum for the truss bridge superstructure, deck, handrails, sidewalk and gravity walls described in section 4.10.5, and all substructure work as described in section 4.10, designed, fabricated, and installed in accordance with this special note. No extra payment shall be made for any incidentals (materials, concrete removal, equipment, or labor) that may be required to design, fabricate, or install a truss bridge with a concrete deck in accordance with this special note and KYTC Standard Specifications.

10. **BRIDGE PAYMENT**

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23989EC	Prefabricated Steel Truss Bridge	L.S.

APPENDIX

MEMORANDUM

S-007-2021

TO:	Michael Carpenter, P.E. Director Division of Structural Design	cc:	J. Van Zee R. Sprauge M. Simpson K. Stewart A. Ulrich W. Southworth R. Thomas J. Samples D. Greenwell J. Hager
FROM:	Geotechnical Branch		
BY:	Clayton S. Cook, PE Geotechnical Branch		
DATE:	February 4, 2021		
SUBJECT:	Boyle County 12F0 011 1501 006-0; STP1501122 MARS No. 7991402D Address Deficiencies of US 68 and US 150 Over Chaplin River Item No. 7-242.00 Pedestrian Bridge (114 ft.) Geotechnical Engineering Structure Foundation Report		

1.0 LOCATION AND DESCRIPTION

The geotechnical investigation for this structure has been completed. The DGN file for the subsurface data sheet has been made available on ProjectWise and through email for use in development of structure plans.

The project is located in Perryville, KY. The proposed single span pedestrian bridge will be 114 ft. and is located over the Chaplin River.

2.0 SITE GEOLOGIC CONDITIONS

The structure is located in the Perryville Geologic Quadrangle (GQ-1185). The geological mapping indicates that the bedrock at the site consists of the Faulconer Bed of the Perryville Limestone Member.

3.0 FIELD INVESTIGATION AND SUBSURFACE CONDITIONS

The drilling for this project was performed by a KYTC drill crew. Two cone penetration tests (CPT), two core borings, and one mechanical rockline sounding were taken for this structure. The KYTC drill crew delivered rock cores to the KYTC Geotechnical Branch in Frankfort, where a geologist logged the rock cores.

Depths to rock/refusal varied from 6.0 to 12.4 ft. and refusal elevations varied from 839.6 to 836.9 ft. At the proposed structure's location the bedrock layers consisted of gray, fine grained limestone

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Pedestrian Bridge
Item No. 07-242.00

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with few shale partings. The KY RQD values for the rock cores taken ranged 40 to 95 and core recovery was 100%.

The two CPT tests on the east bank of the Capline River showed soil behavior types by Robertson 1986B of clayey silt to silty clay with minor layers of sandy silt to clayey silt. The CPT tests were pushed until refusal was hit on bedrock.

4.0 ENGINEERING ANALYSIS

4.1 Substructure 1 and 2

4.1.1 Option 1 – Use **spread footings** on competent unweathered bedrock. The base of the footing must be extended a minimum of 0.5 feet into unweathered bedrock as outlined in the recommendations.

The move of Substructure 1 on the west side of the river up station by 10 to 15 feet could provide a better location if spread on rock is used since this would greatly reduce excavation required to get to bedrock.

4.1.2 Option 2 – Use **H-Pile** foundations driven to bedrock with spill through slopes for End Bent 1 & 2. Slope protection will be required as a scour abatement measure on the 2H:1V spill-thru slopes at the end bents with the use of piles. Local scour can be negated with the use of slope protection.

Depending on the depth of the cap at the end bents the use of pre-drilling maybe required for the H-Piles at the end bent locations in order to attain the minimum 10 ft. pile embedment as recommended by section GT-605-1 in the KYTC Geotechnical Manual.

A temporary casing may be required to prevent collapse of the hole. If used, the casing shall be removed as the hole is being backfilled. Piles shall then be driven to refusal. Include the cost of all materials, labor and equipment needed to pre-drill, backfill the holes and drive the piles to refusal in the price per linear foot for “Pre-drilling the Piles”.

A wave equation analysis was performed for this location. Based on this analyses it will be possible to drive 12” or 14” H-piles to bedrock and practical refusal without encountering excessive blow counts or damaging the pile. The contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures. A hammer with a rated energy between 20 and 35 kip-ft will be required to drive the H-piles to practical refusal without encountering excessive blow counts or damaging the piles.

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4.1.3 Additional Options – Additional options for possible substructure types are given here, but because the Contractor for the project will most likely be completing final designs and the unknowns of the preferred method of construction, these options will not have final design recommendations. If the designer feels these substructure options would be preferred, final design parameters can be provided if these options would like to be pursued.

4.1.3.1 Spread Footing on Soil/Granular Replacement - The cabinet would consider possible spread footings designs for Substructure 1 if the start of the bridge could be moved 15 to 20 feet back from the current proposed location. Additionally, possible spread footings design could be considered on granular replacement for Substructure 2 depending on plans for the current gabion retaining wall that is present on the east side of the Chaplin River.

4.1.3.2 Micro-Piles – The use of Micro-Piles could be used instead of predrilling and installing of h-piles.

4.1.3.3 Drilled Shafts – Small diameter drilled shaft could also be an economical alternative to the use of the h-piles recommended above.

4.2 Embankment Analysis – Settlement and slope stability are not expected to be of concern due to the minimal amount of new embankment being placed. All spill through and side slopes should be constructed at a 2H:1V slope or flatter. If slopes steeper than 2H:1V slope are required, please contact this office for further recommendations.

4.3 Scour – A scour analysis was not provided to this office; however, the rock at the site are scour susceptible due to the presence of shale partings within the limestone. Spread footings on bedrock can be designed to withstand potential scour by locating the footings at the depths and embedment indicated in the foundation recommendations. If H-Pile foundations for the end bents are selected, slope protection shall meet the requirements of Sections 703 and 805 of the Standard Specifications for Road and Bridge Construction, current edition. A Geotextile Fabric in accordance with Section 843 of the Standard Specifications for Road and Bridge Construction, current edition, shall be placed between the embankment and the slope protection. The effects of local scour on the end bent can be negated through the use of the aforementioned cyclopean protection.

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5.0 FOUNDATION RECOMMENDATIONS

5.1 Option 1

5.1.1 Abutment 1 – Use spread footings on unweathered bedrock with an estimated base of footing elevation of 836.5 ft.

5.1.2 Abutment 2 – Use spread footings on unweathered bedrock with an estimated base of footing elevation of 839.0 ft.

5.1.3 The spread footings shall be founded on solid bedrock. Size the footing at service limit state using a presumptive factored bearing resistance of 30 ksf. Contact this branch for a more detailed analysis of the nominal bearing resistance if the strength or extreme limit states control the footing design.

5.2 Option 2

5.2.1 End Bent 1 - Use end-bearing steel H-Piles with approximate pile tip elevations of 836.5 ft. We recommend a resistance factor (ϕ_c) of 0.5 to determine the maximum nominal resistance of the pile.

5.2.2 End Bent 2 - Use end-bearing steel H-Piles with approximate pile tip elevations of 839.0 ft. We recommend a resistance factor (ϕ_c) of 0.5 to determine the maximum nominal resistance of the pile.

6.0 PLAN NOTES

Add the following plan notes at the appropriate locations in the plans.

6.1 Temporary shoring, sheeting, cofferdams, and/or dewatering methods may be required to facilitate foundation construction.

6.2 If Spread Footing on Rock Option Selected

6.2.1 Solid rock excavation will be required for installation of this structure's spread footings.

6.2.2 Spread footings shall be embedded into unweathered bedrock a minimum of six inches and shall be at or below the existing base of footing elevations. All footing excavations in bedrock shall be cut neatly so that no forming or backfilling is necessary in the construction of the portions of the footings located in rock. Concrete shall be placed directly against the cut rock faces. Mass concrete should be placed in the excavation from the top of the footing to the bedrock surface where the footing does not extend to the bedrock surface. The footing steel and concrete should be placed the same day as the footing excavation is made. Water must be kept out of the footing excavations.

6.2.3 If bedrock becomes softened at bearing elevation, the softened material should be undercut to unweathered material prior to placing the concrete. Seasonal groundwater fluctuations may cause groundwater infiltration into footing excavation, and a dewatering method may be necessary.

6.2.4 If competent, unweathered bedrock is encountered at higher elevations, the spread footings may be raised at the discretion of the Engineer; however, 6 inches of embedment into unweathered bedrock must be maintained.

6.3 If H-Piles Option is Selected

6.3.1 PRACTICAL REFUSAL: Drive point bearing piles to practical refusal. For this project minimum blow requirements are reached after total penetration becomes 1/4 inch or less for 5 consecutive blows, practical refusal is obtained after the pile is struck an additional 5 blows with total penetration of 1/4 inch or less. Advance the production piling to the driving resistances specified above and to depths determined by test piles(s) and subsurface data sheets(s). Immediately cease driving operations if the pile visibly yields or becomes damaged during driving. If hard driving is encountered because of dense strata or an obstruction, such as a boulder before the pile is advanced to the depth anticipated, the Engineer will determine if more blows than the average driving resistance specified for practical refusal is required to further advance the pile. Drive additional production and test piles if directed by the Engineer.

6.3.2 HAMMER CRITERIA: Single acting diesel hammers with rated energies of 20 to 35 kip-ft are recommended to adequately drive the H-piles at End Bents 1 & 2 without encountering excessive blow counts or overstressing the piles. The use of hammers other than single acting diesel may require different rated energies. The Contractor shall submit the proposed pile driving system to the Department for approval prior to the installation of the first pile. Approval of the pile driving system by the Engineer will be subject to satisfactory field performance of the pile driving procedures.

6.3.3 Slope protection will be required at the bridge meeting the requirements of Sections 703 & 805 of the Standard Specifications for Road and Bridge Construction, current edition. Place a Class 1 Geotextile Fabric, in accordance with Sections 214 & 843 of the Standard Specifications for Road and Bridge Construction, current edition, between the embankment and the slope protection.

6.4 Include if Pre-Drilling is Needed for H-Piles:

6.4.1 Pre-drilling will be required at End Bent 2 location in order to attain adequate penetration depth for the piles. Holes for drilled for pile placement shall be drilled to an elevation such that a minimum penetration depth of 10 ft. below the pile cap is attained.

6.4.2 Where pre-drilling is necessary for pile installation, holes shall be drilled into solid rock. Piles shall be placed in the holes and then backfilled with sand or pea-gravel. A temporary casing may be required to prevent collapse of the hole. If used, remove the casing as the hole is being backfilled. Drive piles to refusal after backfill operations are complete.

The designer should feel free to contact the Geotechnical Branch at 502-564-2374 for further recommendations or if any questions arise pertaining to this project.

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Boyle County
Pedestrian Bridge
Item No. 07-242.00

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Attachments:

- **Project Location Map**
- **Subsurface Data Sheet**
- **Idealized Soil and Bedrock Profiles**
- **Coordinate Data Sheet**
- **CPT Testing Sheets**
- **Bridge Profile Sheet**

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Boyle County
Pedestrian Bridge
Item No. 07-242.00

Project Location Map







IDEALIZED SOIL PROFILE

Boyle Co., Item No 7-242.00
Pedestrian Bridge Over Chaplin River
Substructure Unit 1



CSC 02/04/21

Strata		Parameters for Lateral Load Analysis	
Elev.		Grade	
850 ft			
	moist brown silty clay with minor sand layers	c (lb/ft ²) =	750
		γt (lb/ft ³) =	115
		k Static (lb/in ³) =	100
		k cyclic (lb/in ³) =	100
		e50 =	0.01
 840'	(Assumed Water Elev.)		
837 ft			
	Limestone	Unit Weight (pcf) =	140
		RQD =	80
		Compressive Strength, qu (psi) =	4000
826 ft.			
Termination of Borings			
Elevations are approximate			

IDEALIZED SOIL PROFILE

Boyle Co., Item No 7-242.00
Pedestrian Bridge Over Chaplin River
Substructure Unit 2

CSC 02/04/21

Strata		Parameters for Lateral Load Analysis	
Elev.		Grade	
850 ft			
	Fill (moist brown silty clay with gravel and boulders)	c (lb/ft ²) =	750
		γt (lb/ft ³) =	120
		k Static (lb/in ³) =	100
		k cyclic (lb/in ³) =	100
		e50 =	0.01
 840'	(Assumed Water Elev.)		
839 ft			
	Limestone	Unit Weight (pcf) =	140
		RQD =	80
		Compressive Strength, qu (psi) =	4000
828 ft.			

Termination of Borings

Elevations are approximate

COORDINATE DATA SUBMISSION FORM

KYTC DIVISION OF STRUCTURAL DESIGN -- GEOTECHNICAL BRANCH

County

Boyle

Date

Road Number

Pedestrian Bridge

Survey Crew / Consultant

District 7

Contact Person

Item #

7-242.00

Mars #

7991402D

Project #

S-007-2021

Notes:

Station in reference to Bridge Trail

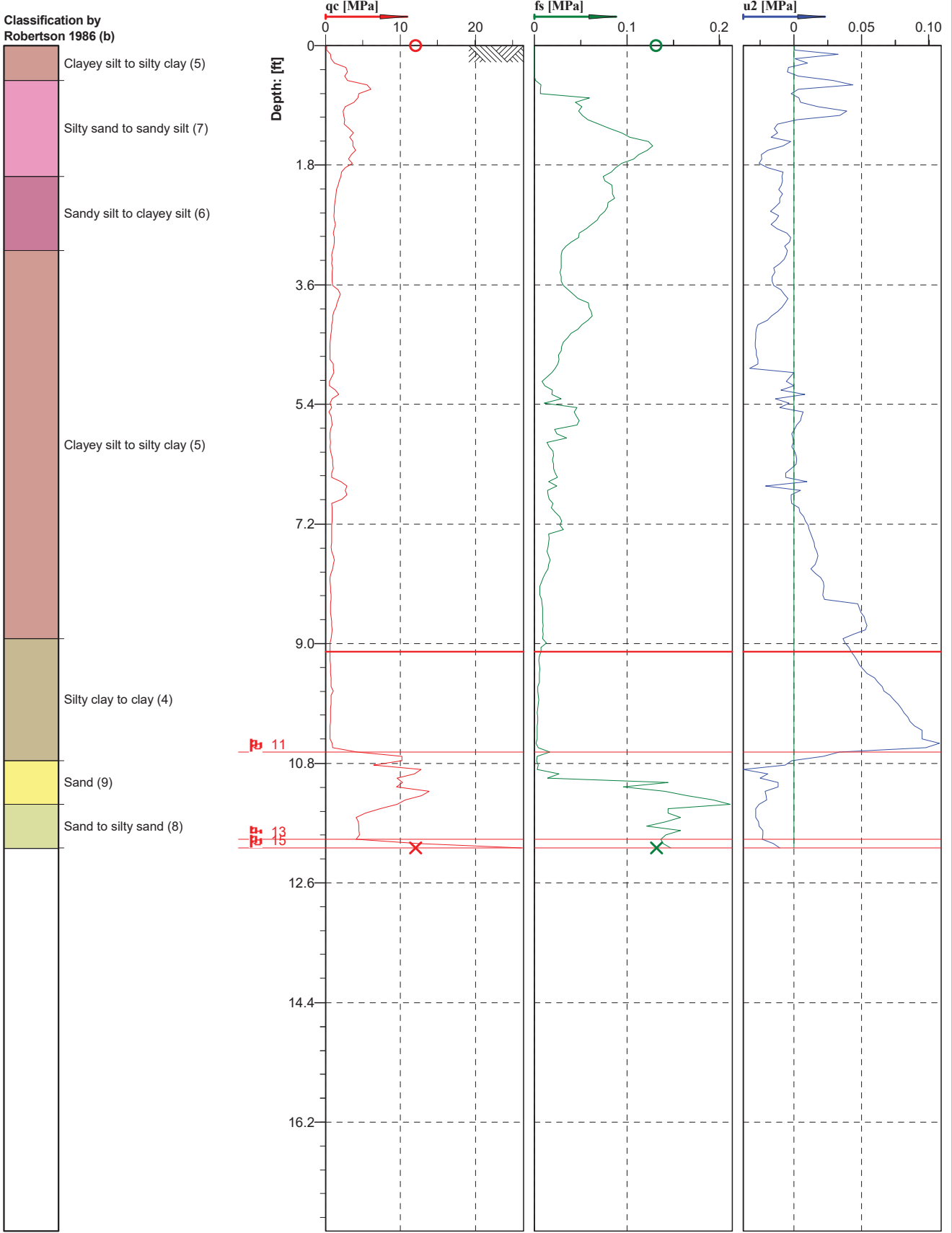
(circle one)

Elevation Datum

NAVD88

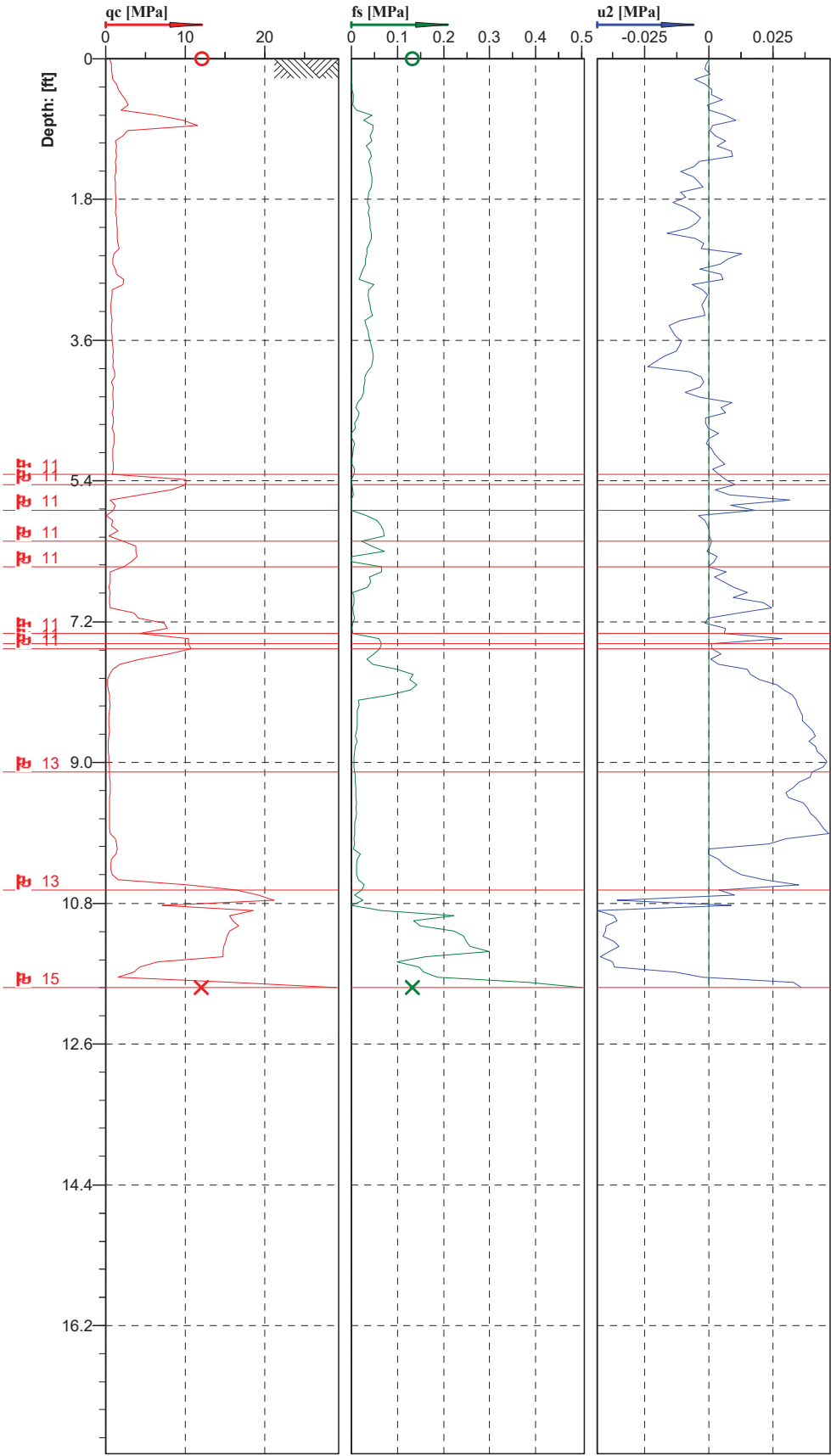
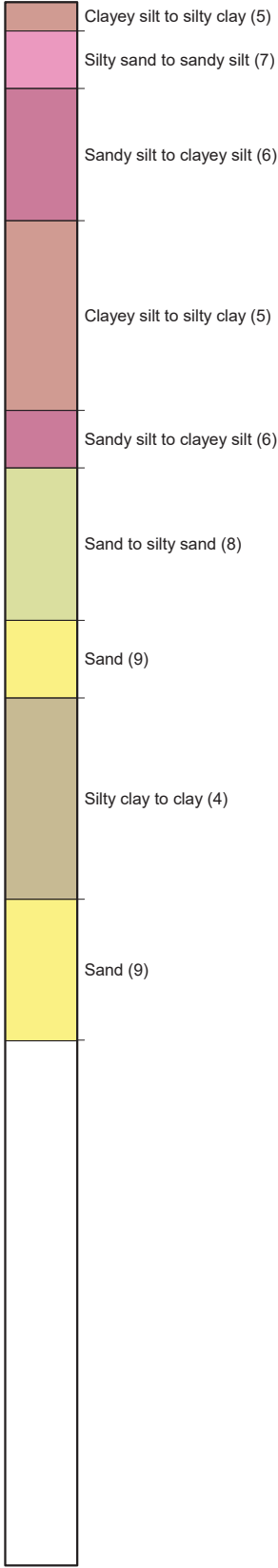
Assumed

HOLE NUMBER	LATITUDE <small>(Decimal Degrees)</small>	LONGITUDE <small>(Decimal Degrees)</small>	HOLE NUMBER	STATION	OFFSET	ELEVATION (ft)
1002	37.650221	-84.951659	1002	5+51.6	CL	849.3
1002 CPT	37.650221	-84.951659	1002 CPT	5+51.6	CL	849.3
1003 CPT	37.650192	-84.951619	1003 CPT	5+61.5	12 Rt.	848.8
1004	37.650269	-84.951219	1004	6+80.4	CL	845.8
1005	37.650276	-84.951156	1005	6+99.4	2 Rt.	850.0



Location:	Position:	Ground level:	Test No.: 1
Project ID:	Client:	Date: 1/27/2021	Scale: 1 : 25
Project:	S-007-2021	Page: 1/1	Fig.:
2021-01-27 7-242.00 S-007-2021 Hole1002 CPT		File:	

Classification by
Robertson 1986 (b)



Cone No: 4671
Tip area [cm2]: 10
Sleeve area [cm2]: 150

Location:	Position:	Ground level:	Test No.: 2
Project ID:	Client:	Date: 1/27/2021	Scale: 1 : 25
Project:	S-007-2021	Page: 1/1	Fig.:
2021-01-27 7-242.00 S-007-2021 Hole1003 CPT		File:	

7-242.00
SPECIAL NOTE
FOR
FIXED COMPLETION DATE

Project Fixed Completion Date:

This project shall have a **Fixed Completion Date** of **October 14, 2021** for the completion of **all** work associated with this project. Liquidated damages shall be assessed according to Section 108 of the 2012 Kentucky Standard Specifications for Road and Bridge Construction. Contrary to Section 108 of the 2012 Kentucky Standard Specifications for Road and Bridge Construction, contract extensions associated with this project may only be adjusted at the discretion of the Engineer.

SPECIAL NOTE

For Tree Removal

**Boyle County
ADDRESS DEFICIENCIES OF US 68 AND US 150 BRIDGE
OVER CHAPLIN RIVER, PERRYVILLE.
Item No. 07-242**

**NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST
HEIGHT) FROM JUNE 1 THROUGH JULY 31.**

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

SPECIAL NOTE FOR CONCRETE SLURRY

If diamond grinding, grooving or any other process which produces slurry is required on roadways or bridges, the contractor shall ensure that all concrete slurry associated with these processes is collected, managed, and disposed of appropriately. The waste material shall be disposed of at a permitted disposal facility, in accordance with the Kentucky Standard Specifications for Road and Bridge Construction and the Environmental Performance Standards outlined in 401 KAR 47:030, or managed as a material for beneficial reuse. Any fines or remediation related to improper disposal shall be the sole responsibility of the contractor.

Disposal of concrete slurry will not be paid separately and shall be considered incidental to other bid items.

8/20/2019

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 working days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.



Matthew G. Bevin
Governor

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Greg Thomas
Secretary

MEMORANDUM

TO: Tyler Reynolds, Environmental Coordinator
District 7 – Fayette
FROM: Brittany Stratton, Geologist II
UST/Hazmat Section
DATE: 09/09/2019
SUBJECT: UST/HAZMAT Report for Boyle County
Replace Bridge on US 68/150 over Chaplin River
Bridge # 011B00042N
Project No. 7-242

A UST/Hazmat site evaluation was conducted for the above referenced project area. No UST/Hazmat impacts were identified. The subject bridge has been inspected for ACM (asbestos containing material). The sample tested negative for ACM. If plans change or additional information is needed I would be glad to re-evaluate.

CC: Tim Foreman

Brittany Stratton 9/9/19





Matthew G. Bevin
Governor

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET**

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Greg Thomas
Secretary

MEMORANDUM

TO: Tyler Reynolds, Environmental Coordinator
District 7 – Fayette
FROM: Brittany Stratton, Geologist II
UST/Hazmat Section
DATE: 09/09/2019
SUBJECT: Asbestos Inspection Report for Boyle County
Replace Bridge on US 68/150 over Chaplin River
Bridge # 011B00042N
Project No 7-242

This report is prepared to accompany the 10-day NOI for Demolition to the Division of Air Quality.
Please include all pages with submittal

Project and Structure Information

County: Boyle

Bridge #011B00042N

Description: Bridge inspected for asbestos containing materials (ACM's)

Results

Sealant: Tested negative for asbestos containing material (ACM)

Conclusions

No abatement is required.



An Equal Opportunity Employer M/F/D

MRS, INC.

MRS, Inc. Analytical Laboratory Division

332 West Broadway, Suite 613
Louisville, Kentucky 40202


(502) 495-1212

Fax: (502) 491-7111

Client: KY Transportation Cabinet
Address: 200 Mero Street
Frankfort, KY
40601
Attention Brittany Stratton &
Attention O'Dail Lawson

Project No: # 908307
Sample ID: # 1
Sampled: 28-Aug-19
Received: 29-Aug-19
Analyzed: 30-Aug-19 - Point Count -

Bulk Sample Analysis

Sampled by:	<u>Brittany Stratton</u>		
Facility/Location:	<u>US 68/150 Over Chaplin River - Item # 7-242 011B00042N</u>		
Field Description:	<u>Black Sealant</u>		
Laboratory Description:	<u>Thick Black Material</u>		
Asbestos Materials:	<u>Chrysotile = 1/400 = 0.25 % (< 1 %) Sample Is Negative</u>		
Non-asbestos Fibrous Materials & Matrix Materials:			
	<u>Cellulose</u>	<u>0.25 %</u>	
	<u>Binders</u>	<u>99.50 %</u>	
Remarks:	<u>The sample was analyzed for asbestos content following the EPA Methodology (600/R-93/116). The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S. Government.</u>		
Analyst:	<u>Winterford Mensah</u>	Reviewed By:	<u></u> <small>Signature</small>

AIHA #102459

/

AIHA #102459

/

AIHA #102459

MRS, Inc. Analytical Laboratory Division

Fax: (502) 491-7111

Analysis N #	# 908307	Address:	Bridge # 011B00042N
Client Name:	K Y T C		US 68/150 Over Chaplin River
Sampled By:	Brittany Stratton		Boyd County

[illegible]

Reviewed By:

Wintford Mearns
Signature

AJHA #1 02459

Mrs. Inc. Analytical Laboratory
 732 West Broadway, Suite 613
 Louisville, Ky 40259
 Tel # (502) 495 1212 Fax # (502) 491-7111

Chain Of Custody Form

Item #	Color	Project	Location	Project Description	Specs	Notes
7-292	KYTC-DEA			US 65/150 over Canyon, KY		
Please send results electronically to: Brittany.stratton@ky.gov						
Point count any results between 1% and 4%						
					Signature	Bridge #
					Date Sampled	01180004324
					Letter Received From/By	8/29/19
					Signature	Winterford Moore

[illegible]

Sampled By Britany Streeter/Kimphums
Print Name / Signature

8/28/19

Received by: Winifred Moss
Signature: *Winifred Moss*
Date: 8/29/19

Brittany Stratton

Has met the requirements of 401 KAR 58:005 and is accredited as an:


Asbestos Inspector

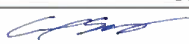

Agency Interest Id: **144878**

License Number: **60112**

Issue Date: **04/24/2019**

Expiration Date: **04/16/2020**

	KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES	TC 62-226 Rev. 01/2016 Page 1 of 1
RIGHT OF WAY CERTIFICATION		

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
7-242.00		Boyle		12FO FD52 011 7991401R	STP 1501 (122)
PROJECT DESCRIPTION					
US 68 - Perryville - Bridge over Chaplin River					
<input 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 checked="" 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		3	EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired					
Signed Deed		3			
Condemnation		0			
Signed ROE		0			
Notes/ Comments (Use Additional Sheet if necessary)					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name				Printed Name Cecil Smith	
Signature				 <small>Cecil Smith 2021.03.30 11:43:13 -04'00'</small>	
Date				3/30/2021	
Right of Way Director			FHWA		
Printed Name				Printed Name	
Signature		 <small>Digitally signed by DM Loy Date: 2021.03.30 13:24:49 -04'00'</small>		No Signature Required as per FHWA-KYTC Current Stewardship Agreement	
Date				Date	

UTILITIES AND RAIL CERTIFICATION NOTE

**Boyle County
STP 1501122
FD52 011 79914 01U
Mile point: 6.400 TO 6.418
ADDRESS DEFICIENCIES OF US 68 AND US 150 BRIDGE OVER CHAPLIN RIVER, PERRYVILLE. (SEE 7-242.01 FOR HPP FUNDS)(2005HPP-KY134)(011B00042N)(SD)
ITEM NUMBER: 07-242.00**

PROJECT NOTES ON UTILITIES

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

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

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

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to

UTILITIES AND RAIL CERTIFICATION NOTE

Boyle County
STP 1501122
FD52 011 79914 01U
Mile point: 6.400 TO 6.418
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ITEM NUMBER: 07-242.00

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.

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

Charter DBA Spectrum - CATV

AT&T - KY - Telephone

City of Danville - Water

City of Danville - requests to be notified when the contractor will be adjusting the pay item manhole to grade

Kentucky Utilities - Electric Distrib

Atmos Energy – Gas requests to be notified by the contractor when any excavation will be taking place in the vicinity of Atmos's facilities.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Boyle County
STP 1501122
FD52 011 79914 01U
Mile point: 6.400 TO 6.418
ADDRESS DEFICIENCIES OF US 68 AND US 150 BRIDGE OVER CHAPLIN RIVER, PERRYVILLE. (SEE 7-242.01 FOR HPP FUNDS)(2005HPP-KY134)(011B00042N)(SD)
ITEM NUMBER: 07-242.00

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

Not Applicable

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

Charter DBA Spectrum - CATV will be transferring from old pole located at the southwestern corner of intersection to new pole set farther away from roadway in same corner. Expecting to be complete by May 15, 2021.

AT&T - KY - Telephone – will be installing new pole and will be transferring from old pole located at the southwestern corner of intersection to new pole set farther away from roadway in same corner. Expecting to be complete by April 30, 2021.

Kentucky Utilities – Electric Distribution - will be transferring from old pole located at the southwestern corner of intersection to new pole set farther away from roadway in same corner. Expecting to be complete by April 30, 2021.

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Boyle County STP 1501122 FD52 011 79914 01U Mile point: 6.400 TO 6.418 ADDRESS DEFICIENCIES OF US 68 AND US 150 BRIDGE OVER CHAPLIN RIVER, PERRYVILLE. (SEE 7-242.01 FOR HPP FUNDS)(2005HPP-KY134)(011B00042N)(SD) ITEM NUMBER: 07-242.00</p>
--

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

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

Boyle County
STP 1501122
FD52 011 79914 01U
Mile point: 6.400 TO 6.418
ADDRESS DEFICIENCIES OF US 68 AND US 150 BRIDGE OVER CHAPLIN RIVER, PERRYVILLE. (SEE 7-242.01 FOR HPP FUNDS)(2005HPP-KY134)(011B00042N)(SD)
ITEM NUMBER: 07-242.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T - KY - Telephone	894 East Main Street Georgetown ky 40324	Frank Ambrose	5028678240	fa2207@att.com
Charter DBA Spectrum - CATV	1575 Winchester Road Lexington KY 40505	Kelly Oram	8595193434	john.oram@charter.com
City of Danville - Sewer	445 West Main Street Danville KY 40423	Earl Coffey	8592381200	ecoffey@danvilleky.org
City of Danville - Water	445 West Main Street Danville KY 40423	Earl Coffey	8592381200	ecoffey@danvilleky.org
Kentucky Utilities - Electric Distrib	200 E. Water Street Richmond KY 40475	Caroline Justice	5026273708	Carolie.justice@lge-ku.com

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No. 7 - 242

County: Boyle

Route: 68

Project Manager: JOSHUA SAMPLES

3/15/21

CAP #	Date of Promise	Promise made to:	Location of Promise:	CAP Description
1	11/12/19	Rob Sprague	US 150 Bridge	The contractor will maintain access across the Chaplin River Bridge throughout the project.

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings, Edition of 2020*.

SUPPLEMENTAL SPECIFICATIONS

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

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

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: KY20210038 03/05/2021

Superseded General Decision Number: KY20200038

State: Kentucky

Construction Type: Highway

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

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

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

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

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

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

BRKY0001-005 06/01/2020

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

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.00	14.86

BRKY0002-006 06/01/2020		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 31.00	14.86

BRKY0007-004 06/01/2017		

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

BRKY0017-004 06/01/2020		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.00	14.86

CARP0064-001 04/01/2020		

	Rates	Fringes
CARPENTER.....	\$ 29.81	19.96
Diver.....	\$ 45.09	19.96
PILEDRIVERMAN.....	\$ 30.06	19.96

ELEC0212-008 06/01/2020		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 31.30	19.72

ELEC0212-014 11/25/2019		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	12.09

ELEC0317-012 06/01/2020		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

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

* ELEC0369-007 05/26/2020		

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

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

ELEC0575-002 11/30/2020		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

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

ENGI0181-018 07/01/2020		

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

OPERATING ENGINEER CLASSIFICATIONS

- GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment
- GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to

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

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

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

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

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

IRON0044-009 06/01/2020

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

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

IRON0070-006 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 30.42	23.15

IRON0769-007 06/01/2020		

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

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

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

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

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

LAB00189-003 07/01/2020

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

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

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup
- GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller
- GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster
- GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

LABO0189-008 07/01/2020

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

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

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement

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

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

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

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

LAB00189-009 07/01/2020

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

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

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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2018

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

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

PLUM0248-003 06/01/2020

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

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

PLUM0392-007 06/01/2018

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

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

PLUM0502-003 08/01/2020

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

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

SUKY2010-160 10/08/2001

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

GROUP 4.....\$ 16.96

7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
- GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic
- GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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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.

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.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
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 Boyle County.

PART IV

INSURANCE

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

PART V

BID ITEMS

Report Date 3/30/21

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	135.00	TON		\$	
0020	00212		CL2 ASPH BASE 1.00D PG64-22	298.00	TON		\$	
0030	00307		CL2 ASPH SURF 0.38B PG64-22	78.00	TON		\$	
0040	02101		CEM CONC ENT PAVEMENT-8 IN	19.30	SQYD		\$	
0050	02677		ASPHALT PAVE MILLING & TEXTURING	233.00	TON		\$	
0060	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	1.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0070	01791		ADJUST MANHOLE FRAME TO GRADE	2.00	EACH		\$	
0080	01792		ADJUST MANHOLE	1.00	EACH		\$	
0090	01810		STANDARD CURB AND GUTTER	296.50	LF		\$	
0100	01812		REMOVE CURB AND GUTTER	298.00	LF		\$	
0110	02003		RELOCATE TEMP CONC BARRIER	198.00	LF		\$	
0120	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0130	02200		ROADWAY EXCAVATION	331.00	CUYD		\$	
0140	02203		STRUCTURE EXCAV-UNCLASSIFIED	10.00	CUYD		\$	
0150	02429		RIGHT-OF-WAY MONUMENT TYPE 1	4.00	EACH		\$	
0160	02432		WITNESS POST	4.00	EACH		\$	
0170	02555		CONCRETE-CLASS B	34.00	CUYD		\$	
0180	02562		TEMPORARY SIGNS	339.00	SQFT		\$	
0190	02585		EDGE KEY	198.00	LF		\$	
0200	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0210	02653		LANE CLOSURE	1.00	EACH		\$	
0220	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0230	02701		TEMP SILT FENCE	216.00	LF		\$	
0240	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0250	02705		SILT TRAP TYPE C	1.00	EACH		\$	
0260	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0270	02708		CLEAN SILT TRAP TYPE C	1.00	EACH		\$	
0280	02720		SIDEWALK-4 IN CONCRETE	163.00	SQYD		\$	
0290	02721		REMOVE CONCRETE SIDEWALK	247.00	SQYD		\$	
0300	02775		ARROW PANEL	2.00	EACH		\$	
0310	02898		RELOCATE CRASH CUSHION	2.00	EACH		\$	
0320	03171		CONCRETE BARRIER WALL TYPE 9T	198.00	LF		\$	
0330	04935		TEMP SIGNAL	1.00	LS		\$	
0340	05952		TEMP MULCH	1,472.00	SQYD		\$	
0350	05953		TEMP SEEDING AND PROTECTION	1,104.00	SQYD		\$	
0360	05963		INITIAL FERTILIZER	.01	TON		\$	
0370	05964		MAINTENANCE FERTILIZER	.01	TON		\$	
0380	05985		SEEDING AND PROTECTION	183.00	SQYD		\$	
0390	05990		SODDING	183.00	SQYD		\$	
0400	05992		AGRICULTURAL LIMESTONE	1.37	TON		\$	
0410	06510		PAVE STRIPING-TEMP PAINT-4 IN	762.00	LF		\$	

Report Date 3/30/21

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	06543		PAVE STRIPING-THERMO-6 IN Y	309.00	LF		\$	
0430	06557		PAVE STRIPING-DUR TY 1-6 IN Y	198.00	LF		\$	
0440	06566		PAVE MARKING-THERMO X-WALK-12 IN	214.70	LF		\$	
0450	06568		PAVE MARKING-THERMO STOP BAR-24IN	41.00	LF		\$	
0460	08100		CONCRETE-CLASS A	7.00	CUYD		\$	
0470	08301		REMOVE SUPERSTRUCTURE	1.00	LS		\$	
0480	08901		CRASH CUSHION TY VI CLASS BT TL2	2.00	EACH		\$	
0490	20430ED		SAW CUT	418.00	LF		\$	
0500	23158ES505		DETECTABLE WARNINGS	58.00	SQFT		\$	
0510	23538EC		PEDESTRIAN RAIL	204.00	LF		\$	
0520	23960EC		REMOVE HANDRAIL	1.00	LS		\$	
0530	24705EC		REMOVE & RESET LIGHT POLE	1.00	EACH		\$	

Section: 0003 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	03299		ARMORED EDGE FOR CONCRETE	68.00	LF		\$	
0550	08003		FOUNDATION PREPARATION	1.00	LS		\$	
0560	08100		CONCRETE-CLASS A	7.30	CUYD		\$	
0570	08104		CONCRETE-CLASS AA	104.20	CUYD		\$	
0580	08151		STEEL REINFORCEMENT-EPOXY COATED	26,621.00	LB		\$	
0590	08668		PRECAST PC BOX BEAM SB17	392.00	LF		\$	
0600	20598NC		BAR SPLICE-PHASE CONSTRUCTION	400.00	EACH		\$	
0610	23378EC		CONCRETE SEALING	6,414.00	SQFT		\$	
0620	23989EC		PRECAST STEEL TRUSS BRIDGE	1.00	LS		\$	
0630	24982EC		CONCRETE COATING 2020 BID HISTORY	1.00	LS		\$	
0640	25024ED		CLASSIC BRIDGE RAIL	198.00	LF		\$	
0650	25078ED		THRIE BEAM GUARDRAIL TRANSITION TL-3	4.00	EACH		\$	

Section: 0004 - TRAFFIC LOOPS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0660	04792		CONDUIT-1 IN	20.00	LF		\$	
0670	04795		CONDUIT-2 IN	250.00	LF		\$	
0680	04811		ELECTRICAL JUNCTION BOX TYPE B	5.00	EACH		\$	
0690	04821		OPEN CUT ROADWAY	250.00	LF		\$	
0700	04830		LOOP WIRE	600.00	LF		\$	
0710	04845		CABLE-NO. 14/7C	1,100.00	LF		\$	
0720	04850		CABLE-NO. 14/1 PAIR	250.00	LF		\$	
0730	04895		LOOP SAW SLOT AND FILL	250.00	LF		\$	
0740	04935		TEMP SIGNAL	1.00	LS		\$	
0750	04960		REMOVE AND REPLACE SIDEWALK	5.00	SQYD		\$	
0760	21543EN		BORE AND JACK CONDUIT	250.00	LF		\$	
0770	24955ED		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	

Report Date 3/30/21

Section: 0005 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0780	02569		DEMOBILIZATION	1.00	LS		\$	