

CALL NO. 101
CONTRACT ID. 221033
GRANT COUNTY
FED/STATE PROJECT NUMBER NHPPIM 0756 (106)
DESCRIPTION 1-75
WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB
PRIMARY COMPLETION DATE 6/15/2023

LETTING DATE: July 21,2022

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 21,2022. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 13%

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

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ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 221033

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COUNTY - GRANT

PCN - DE04100752233 NHPPIM 0756 (106)

I-75 (MP 145.537) ADDRESS PAVEMENT DEFICIENCIES ON I-75 FROM MP 145.537 TO MP 151.112 IN GRANT COUNTY (MP 151.112), A DISTANCE OF 05.58 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 06-20024.00.

GEOGRAPHIC COORDINATES LATITUDE 38:33:07.00 LONGITUDE 84:35:54.00 ADT

COMPLETION DATE(S):

COMPLETED BY 11/15/2022 APPLIES TO ALL PAVING

COMPLETED BY 06/15/2023 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 pregualification information confidentially

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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 Transportation Cabinet, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income-level, or Limited English Proficiency (LEP)in consideration for an award.

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 are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. Sub-Contractors fulfilling a disadvantaged business enterprise goal on a project may enter into a 2nd tier subcontract with a Non-DBE Subcontractor. However, in this instance, none of the work subcontracted to the Non-DBE Contractor will count toward fulfilling the established Disadvantaged Goal for the project.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

- 1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2. Whether the bidder provided solicitations through all reasonable and available means;
- 3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly 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 for 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:

- Suspension of Prequalification;
- 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 and Non-DBE Subcontractors 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 <u>signed and notarized</u> Affidavit of Subcontractor Payment (<u>TC 18-7</u>) 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 for Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

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

Revised: 5/3/2022

<u>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).</u>

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

SECTION 7 is expanded by the following new Article:

102.10 <u>Cargo Preference Act – Use of United States-flag vessels.</u>

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.

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ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

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

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

INCIDENTAL SURFACING

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

OPTION A

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

GRANT COUNTY INTERSTATE 75

NB MP 145.702 to MP 152.026

SB MP 145.651 to MP 152.022

Construction Numbers

NHPPIM 0756 (106) FD52 041 0075 145–152

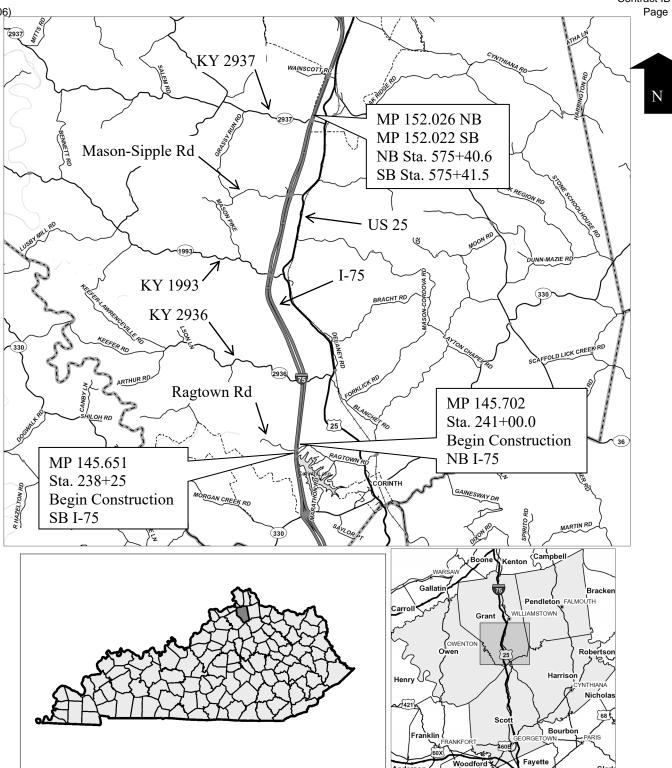
Item Number: 6-20024.00

Prepared For The Kentucky Transportation Cabinet



Prepared By DLZ Kentucky, Inc.

1950 Haggard Court Lexington, Kentucky 40505 Ph. 859–299–5226 **GRANT COUNTY** Contract ID: 221033 NHPPIM 0756 (106) Page 18 of 168



Not to Scale

Item Number:	6-20024.00	
Construction Numbers:	NHPPIM 0756 (106) & FD52 041	0075 145-152
Letting Date:	July 21, 2022	
AADT:	<u>37,297</u>	
Recommended By:	ANDRE JOHANNES Project Manager	Date:
Plan Approved By:	State Highway Engineer	Date:

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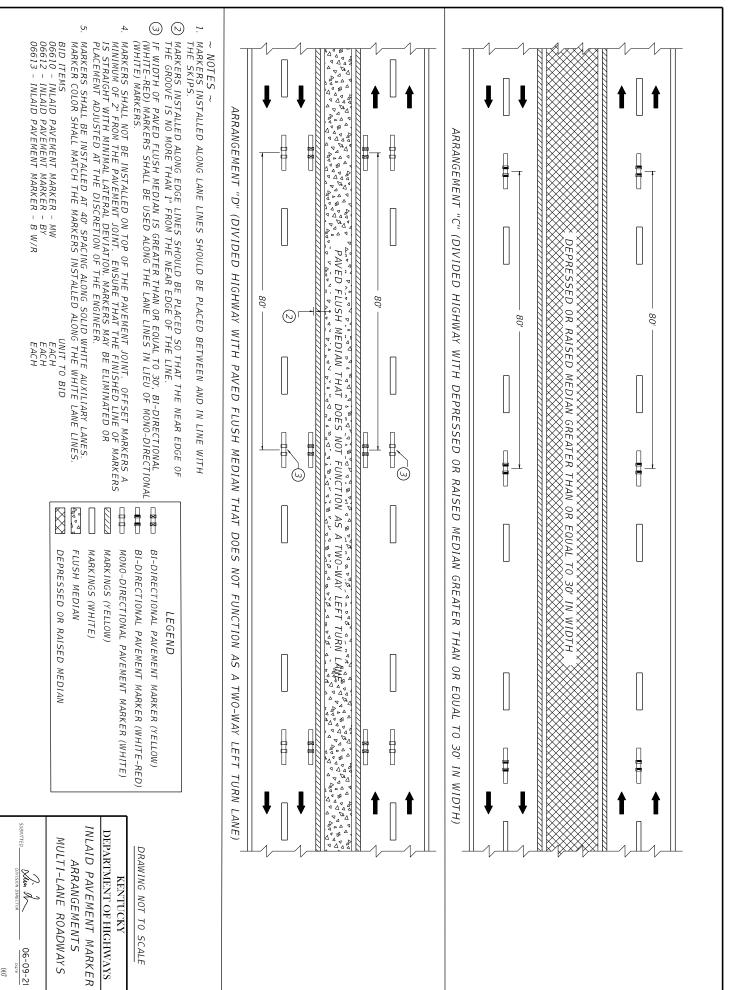
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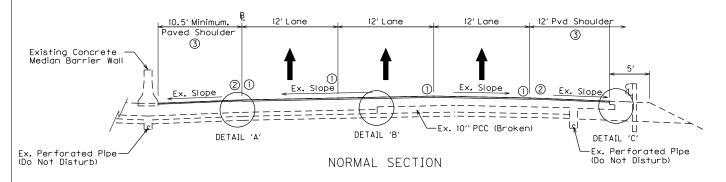
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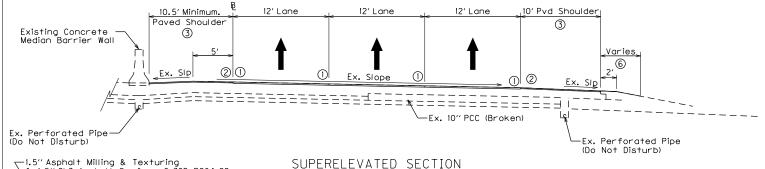
REFERENCES

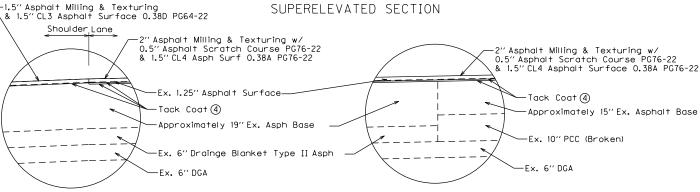
- 1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2019
- 2. FHWA Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition w/Revisions
- 3. Kentucky Department of Highways Standard Drawings, 2020 edition, as applicable:
 - RBI-001-12 Typical Guardrail Installations
 - RBI-002-07 Typical Guardrail Installations
 - RBI-003-09 Typical Installation For Guardrail End Treatment Type 2A
 - RBI-004-06 Installation Of Guardrail End Treatment Type 1
 - RBR-001-13 Steel Beam Guardrail ("W" Beam)
 - RBR-005-11 Guardrail Components
 - RBR-010-06 Guardrail Terminal Sections
 - RBR-015-06 Steel Guardrail Posts
 - RBR-018 Guardrail System Transition
 - RBR-020-07 Guardrail End Treatment Type 1
 - RBR-025-06 Guardrail End Treatment Type 2A
 - RBR-035-12 Guardrail End Treatment Type 4A
 - RBR-055-01 Delineators For Guardrail
 - RDD-040-05 Channel Lining Class II And III
 - RDI-040-01 Erosion Control Blanket Slope Installation
 - RDI-041-01 Erosion Control Blanket Channel Installation
 - RDX-210-03 Temporary Silt Fence
 - RDX-225-01 Silt Trap Type B
 - RDX-230-01 Silt Trap Type C
 - RGS-002-06 Superelevation For Multilane Pavement
 - TPM-170-01 Flexible Delineator Post Arrangements For Horizontal Curves
 - TTC-115-04 Lane Closure Multi-Lane Highway Case I
 - TTC-120-04 Lane Closure Multi-Lane Highway Case II
 - TTC-125-04 Double Lane Closure
 - TTC-135-03 Shoulder Closure
 - TTD-120-03 Double Fine Signs
 - TTD-125-03 Pavement Condition Warning Signs
 - TTD-130 Speed Zone Signing For Work Zones
 - TTS-110-02 Mobile Operation For Paint Striping Case III
 - TTS-115-02 Mobile Operation For Paint Striping Case IV
 - TTS-120-02 Mobile Operation For Durable Striping Case I
 - TTS-125-02 Mobile Operation For Durable Striping Case II
- 4. Kentucky Department of Highways Active Sepia Drawings, 2020 edition, as applicable:
 - 007 Inlaid Pavement Marker Arrangements Multi-Lane Roadways



I-75 NORTHBOUND TYPICAL SECTIONS STA 241+00 TO STA 265+00.6







DETAIL 'B'

3 1.5" Asphalt Milling & Texturing & 1.5" CL3 Asphalt Surface 0.38D PG64-22 Ex. Asphalt Surface Tack Coat (5) Ex. Asphalt Base

DETAIL 'C'

DETAIL 'A'

- ① Place Joint Adhesive Between Driving Lanes And Between Driving Lane And Shoulders.
- 2 Construct Sawed Rumble Strips Per The Standard Drawings.
- The Width Of The Existing Paved Shoulder May Vary. The Intention Is To Pave The Full Width Of The Existing Paved Shoulder.
- 4 Asphalt Tack Coat Applied At 0.84 LB/SY

DRIVING LANES

PAVEMENT REHABILITATION

SURFACE ---- [1.5" CL4 ASPHALT SURFACE 0.38A PG76-22 ASPHALT MATERIAL FOR TACK (4) 0.5" ASPHALT SCRATCH COURSE PG76-22 ASPHALT MATERIAL FOR TACK (4) 2.0" ASPHALT MILLING & TEXTURING

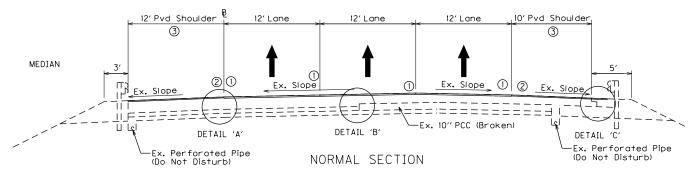
SHOULDERS

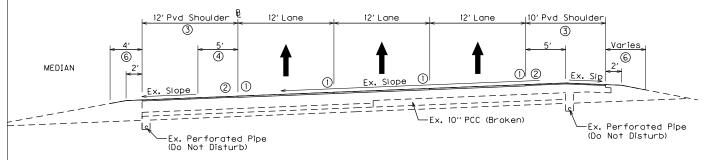
SURFACE ---- ASPHALT MATERIAL FOR TACK (4)
2.0" ASPHALT MILLING & TEXTURING

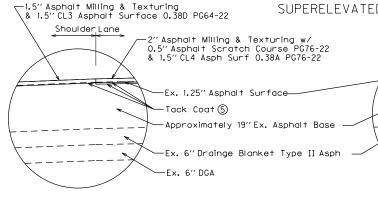
(6) Except Where The Existing Guardrail Is To Remain:
Asphalt Seal Coat Required From The Outside Edge
Of The Paved Shoulder To A Point 2'Down The Ditch
Or Fill Slope (Or As Directed By The Engineer). Several
Areas Of The DGA Shoulder Are Significantly Wider
Than 2'And Hove Eroded. Repairs Are To Be Made
With DGA At A Width Directed By The Engineer.
Asphalt Seal Coat Is Required For The Entire Width Of
The Repaired Area. Total Quantities Are Estimated On
The Paving Summary.

Two (2) Applications Required At The Rate Of: 2.40 Lbs/SY Item 103 Asphalt Seal Coat 20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size No. 8 OR 9M Aggregate Meeting The Additional Requirements For Seal Aggregates In Section 805 Of The Kentucky Standard Specifications for Road and Bridge Construction).

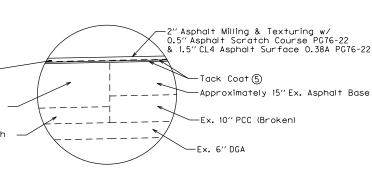
I-75 NORTHBOUND TYPICAL SECTIONS STA 265 + 00.6 TO STA 405 + 75STA 413 + 50 TO STA 575 + 40.6







SUPERELEVATED SECTION



DETAIL 'B'

PAVEMENT REHABILITATION

1.5" Asphalt Milling & Texturing & 1.5" CL3 Asphalt Surface 0.38D PG64-22 3 Ex. Asphalt Surface Tack Coat (5) Ex. DGA Fx. Asphalt Base

DETAIL 'C'

DETAIL 'A'

- ① Place Joint Adhesive Between Driving Lanes And Between Driving Lane And Shoulders.
- (2) Construct Sawed Rumble Strips Per The Standard Drawings.
- The Width Of The Existing Paved Shoulder May Vary. The Intention Is To Pave The Full Width Of The Existing Paved Shoulder.
- (4) Pavement Break Location For Right Superelevation (Left Superelevation Shown).
- (5) Asphalt Tack Coat Applied At 0.84 LB/SY

DRIVING LANES

-1.5" CL4 ASPHALT SURFACE 0.38A PG76-22 ASPHALT MATERIAL FOR TACK (5) SURFACE ---0.5" ASPHALT SCRATCH COURSE PG76-22 ASPHALT MATERIAL FOR TACK (5) L2.0" ASPHALT MILLING & TEXTURING

SHOULDERS

71.5" CL3 ASPHALT SURFACE 0.38D PG64-22 ASPHALT MATERIAL FOR TACK (5) L1.5" ASPHALT MILLING & TEXTURING

(6) Except Where The Existing Guardrail Is To Remain:
Asphalt Seal Coat Required From The Outside Edge
Of The Paved Shoulder To A Point 2'Down The Ditch
Or Fill Slope (Or As Directed By The Engineer). Several
Areas Of The DGA Shoulder Are Significantly Wider
Than 2'And Have Eroded. Repairs Are To Be Made
With DGA At A Width Directed By The Engineer.
Asphalt Seal Coat Is Required For The Entire Width Of
The Repaired Area. Total Quantities Are Estimated On
The Paving Summary. The Paving Summary.

Two (2) Applications Required At The Rate Of: 2.40 Lbs/SY Item 103 Asphalt Seal Coat 20 Lbs/SY Item 100 Asphalt Seal Aggregate
(Size NO. 8 OR 9M Aggregate Meeting The Additional
Requirements For Seal Aggregates In Section 805 Of
The Kentucky Standard Specifications for Road and Bridge Construction).

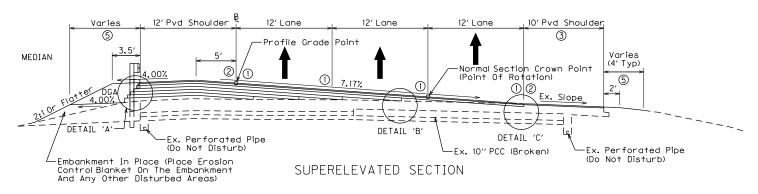
Pavement Step-Out

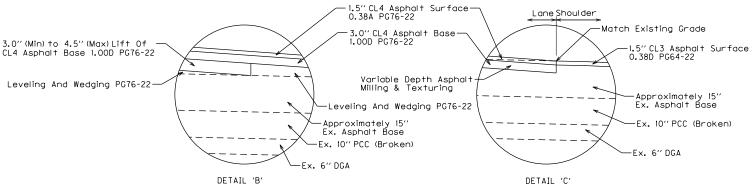
DGA Wedge

(Typ)

TYPICAL SECTION NORTHBOUND I-75 CROSS SLOPE CORRECTION

STA 405 + 75 TO STA 413 + 50





PAVEMENT REHABILITATION

DRIVING LANES

SURFACE --- - 1.5" CL4 ASPHALT SURFACE 0.38A PG76-22

BASE ---- VARIABLE DEPTHS OF LIFTS OF CL4 ASPHALT BASE 1.00D PG76-22 LEVELING AND WEDGING PG76-22

ASPHALT MATERIAL FOR TACK ON EXISTIN SURFACE 4 AND BETWEEN EACH PAVEMENT COURSE

INSIDE SHOULDER

SURFACE --- -1.5" CL3 ASPHALT SURFACE 0.38D PG64-22

BASE ---- VARIABLE DEPTHS OF LIFTS OF CL4 ASPHALT BASE 1.00D PG76-22

ASPHALT MATERIAL FOR TACK ON EXISTIN SURFACE 4 AND BETWEEN EACH PAVEMENT COURSE

OUTSIDE SHOULDER

ri.5" CL3 ASPHALT SURFACE 0.38D PG64-22 ASPHALT MATERIAL FOR TACK (4) SURFACE ---1.5" ASPHALT MILLING & TEXTURING

Leveling And Wedging PG76-22 Ex. DGA Ex. Asphalt DETAIL 'A'

1.5" CL3 Asphalt Surface 0.38D PG64-22

Lifts Of 3.0" (Min) to 4.5" (Max)

CL4 Asphalt Base 1.00D PG76-22

3.0" CL4 Asphalt Base 1.00D PG76-22

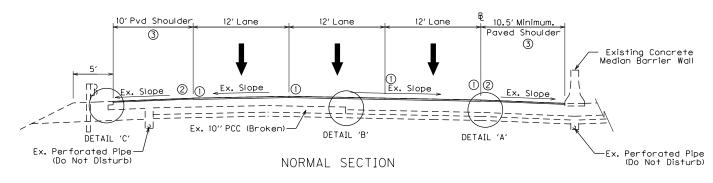
- (1) Place Joint Adhesive Between Driving Lanes And Between Driving Lane And Shoulders.
- ② Construct Sawed Rumble Strips Per The Standard Drawings.
- The Width Of The Existing Paved Shoulder May Vary. The Intention Is To Pave The Full Width Of The Existing Paved Shoulder.
- 4 Asphalt Tack Coat Applied At 0.84 LB/SY

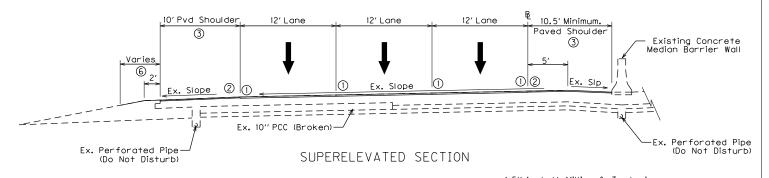
(5) Except Where The Existing Guardrall Is To Remain: Asphalt Seal Coot Required From The Outside Edge Of The Paved Shoulder To A Point 2'Down The Ditch Or Fill Slope (Or As Directed By The Engineer).

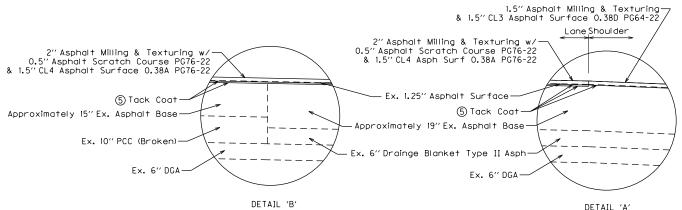
Two (2) Applications Required At The Rate Of: 2.40 Lbs/SY Item 103 Asphalt Seal Coat
20 Lbs/SY Item 100 Asphalt Seal Aggregate
(Size NO. 8 OR 9M Aggregate Meeting The Additional
Requirements For Seal Aggregates In Section 805 Of
The Kentucky Standard Specifications for Road and Bridge Construction).

NOT TO SCALE

I-75 SOUTHBOUND TYPICAL SECTIONS STA 238 + 25 TO STA 264 + 92.8 & STA 571 + 65.1 TO STA 575 + 41.5







PAVEMENT REHABILITATION

DRIVING LANES

SURFACE --
SURFACE --
SURFACE --
ASPHALT MATERIAL FOR TACK (5)

0.5" ASPHALT SCRATCH COURSE PG76-22

ASPHALT MATERIAL FOR TACK (5)

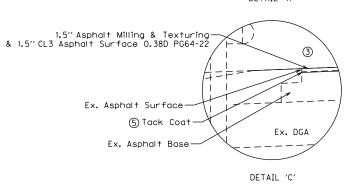
2.0" ASPHALT MILLING & TEXTURING

SHOULDERS

SURFACE --- (1.5" CL3 ASPHALT SURFACE 0.38D PG64-22
SURFACE --- (ASPHALT MATERIAL FOR TACK (5)
1.5" ASPHALT MILLING & TEXTURING

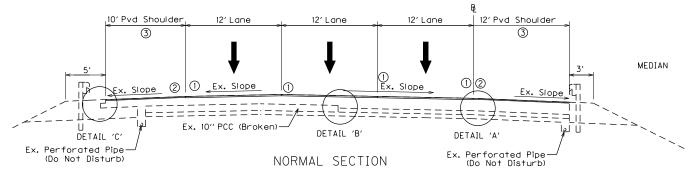
(6) Except Where The Existing Guardrail Is To Remain:
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Of The Paved Shoulder To A Point 2' Down The Ditch
Or Fill Slope (Or As Directed By The Engineer). Several
Areas Of The DGA Shoulder Are Significantly Wider
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With DGA At A Width Directed By The Engineer.
Asphalt Seal Coat Is Required For The Entire Width Of
The Repaired Area. Total Quantities Are Estimated On
The Paving Summary.

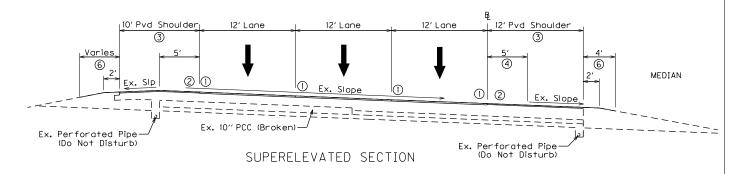
Two (2) Applications Required At The Rate Of: 2.40 Lbs/SY Item 103 Asphalt Seal Coat 20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M Aggregate Meeting The Additional Requirements For Seal Aggregates In Section 805 Of The Kentucky Standard Specifications for Road and Bridge Construction).

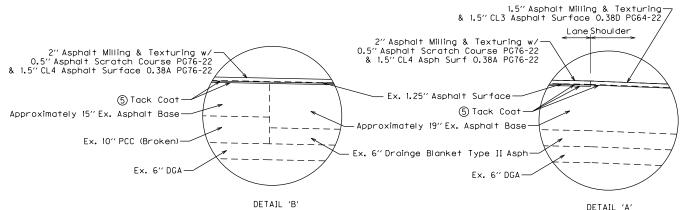


- (1) Place Joint Adhesive Between Driving Lanes And Between Driving Lane And Shoulders.
- ② Construct Sawed Rumble Strips Per The Standard Drawings.
- The Width Of The Existing Paved Shoulder May Vary. The Intention Is To Pave The Full Width Of The Existing Paved Shoulder.
- 4 Pavement Break Location For Right Superelevation (Left Superelevation Shown).
- (5) Asphalt Tack Coat Applied At 0.84 LB/SY

I-75 SOUTHBOUND TYPICAL SECTIONS STA 264 + 92.8 TO STA 575 + 65.1







PAVEMENT REHABILITATION

DRIVING LANES

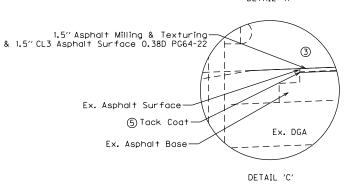
| 1.5" CL4 ASPHALT SURFACE 0.38A PG76-22 | ASPHALT MATERIAL FOR TACK (S) | O.5" ASPHALT SCRATCH COURSE PG76-22 | ASPHALT MATERIAL FOR TACK (S) | 2.0" ASPHALT MILLING & TEXTURING

SHOULDERS

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

(6) Except Where The Existing Guardrail Is To Remain:
Asphalt Seal Coat Required From The Outside Edge
Of The Paved Shoulder To A Point 2' Down The Ditch
Or Fill Slope (Or As Directed By The Engineer). Several
Areas Of The DGA Shoulder Are Significantly Wider
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Asphalt Seal Coat Is Required For The Entire Width Of
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The Paving Summary.

Two (2) Applications Required At The Rate Of: 2.40 Lbs/SY Item 103 Asphalt Seal Coat 20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M Aggregate Meeting The Additional Requirements For Seal Aggregates In Section 805 Of The Kentucky Standard Specifications for Road and Bridge Construction).



- (1) Place Joint Adhesive Between Driving Lanes And Between Driving Lane And Shoulders.
- ② Construct Sawed Rumble Strips Per The Standard Drawings.
- The Width Of The Existing Paved Shoulder May Vary. The Intention Is To Pave The Full Width Of The Existing Paved Shoulder.
- 4 Pavement Break Location For Right Superelevation (Left Superelevation Shown).
- (5) Asphalt Tack Coat Applied At 0.84 LB/SY

	GENERAL SUMMAR	Y		
CODE	ITEM	UNIT	TOTAL	NOTES
2230	Embankment In Place	CY	123	(7)
2483	Channel Lining Class II	Ton	210	(1)
2484	Channel Lining Class III	Ton	75	(3)
2545	Clearning And Grubbing	LS	1	(3)
2562	Temporary Signs	SF	500	
2568	Mobilization	LS	1	
2569	Demobilization	LS	1	
2650	Maintain & Control Traffic	LS	1	
2671	Portable Changeable Message Sign	Each	2	
2701	Temp Silt Fence	LF	2,000	(4)
2704	Silt Trap Type B	Each	10	(4)
2705	Silt Trap Type C	Each	10	(4)
2726	Staking	LS	1	
2775	Arrow Panel	Each	4	
3260	Clean Roadway Drain	Each	1	(3)
5950	Erosion Control Blanket	SY	5,100	(3) (8)
6401	Flexible Delineator Post - M/W	Each	436	
6511	Pave Striping-Temp Paint-6 In	Lin Ft	175,000	
6542	Pave Striping-Thermo-6 In W	Lin Ft	102,018	
6543	Pave Striping-Thermo-6 In Y	Lin Ft	68,012	
6549	Pave Striping-Temp Rem Tape-B	Lin Ft	5,000	
6550	Pave Striping-Temp Rem Tape-W	Lin Ft	2,500	
6551	Pave Striping-Temp Rem Tape-Y	Lin Ft	2,500	
6556	Pave Striping-Dur TY 1-6 In W	Lin Ft	105	(2)
6557	Pave Striping-Dur TY 1-6 In Y	Lin Ft	70	(2)
6613	Inlaid Pavement Marker-B W/R	Each	1,702	
10020NS	Fuel Adjustment	Doll	43,702	
10030NS	Asphalt Adjustment	Doll	86,630	
20411ED	Law Enforcement Officer	Hour	400	
25075EC	Queue Protection Vehicle	Hour	250	(5)
25117EC	Furnish Queue Protection Vehicles	Month	4	(5)
26136EC	Portable Queue Warning Alert System	Month	4	(6)
26137EC	Queue Warning PCMS	Month	16	(6)
26138EC	Queue Warning Portable Radar Sensors	Month	16	(6)

NOTES:

- (1) Includes 200 Tons For filling in deeper eroded areas of fill slopes and 10 Ton for the Clean Blocked Inlet work at approximate MP 147.52. See the Fill Slope Erosion Repair detail sheet and Summary and the Clean Blocked Inlet Plan sheet.
- (2) For the bridge deck striping.
- (3) See the Clean Blocked Inlet Plan sheet for details.
- (4) Use as directed by the Engineer.
- (5) See the Special Note for Traffic Queue Protection Vehicle.
- (6) See the Special Note for Portable Queue Warning Alert System.
- (7) For the Cross Slope Correction work (Sta 405+75 to Sta 413+50)
- (8) Includes 1300 SY for the Clean Blocked Inlet work, 1800 SY for placement on the embankment and other disturbed areas associated with the Cross Slope Correction, and 2000 SY to be used as directed by the Engineer.

LAVEIMEN I SUMIMANT	IMARY				
			H	75	
ITEM		LINO	ИОКТНВОИИР	зоптнвоиир	JATOT
NSE GRADED AGGREGATE	(7)	TON	2,820	2,506	5,326
PHALT SEAL AGGREGATE	(1) (6)	TON	224	218	442
PHALT SEAL COAT	(2)	TON	27	56	53
PHALT SCRATCH COURSE PG76-22	(3) (10)	TON	3,643	3,753	8,136
VELING & WEDGING PG76-22	(3)	TON	257		257
4 ASPH BASE 1.00D PG76-22	(3)	TON	1,403		1,403
3 ASPH SURF 0.38D PG64-22	(3)	TON	7,964	7,924	15,888
4 ASPH SURF 0.38A PG76-22	(3)	TON	11,184	11,260	22,444
PHALT MATERIAL FOR TACK	(2)	TON	154	150	304
BILIZATION FOR MILLING & TEXTURING		ST			1
PHALT PAVEMENT MILLING & TEXTURING	(9)	TON	22,741	22,936	45,677
INT ADHESIVE	(4)	LF	135,568	136,480	272,048
OULDER RUMBLE STRIPS-SAWED		LF	67,784	68,240	136,024
VE MOUNT INFRARED TEMP EQUIPMENT	(8)	SF	1,220,112	1,228,320	2,448,432
	DENSE GRADED AGGREGATE ASPHALT SEAL AGGREGATE ASPHALT SEAL COAT ASPHALT SEAL COAT ASPHALT SCRATCH COURSE PG76-22 LEVELING & WEDGING PG76-22 CL4 ASPH BASE 1.00D PG76-22 CL4 ASPH BASE 1.00D PG76-22 CL4 ASPH SURF 0.38D PG64-22 CL4 ASPH SURF 0.38D PG64-22 ASPHALT MATERIAL FOR TACK MOBILIZATION FOR MILLING & TEXTURING ASPHALT PAVEMENT MILLING & TEXTURING JOINT ADHESIVE SHOULDER RUMBLE STRIPS-SAWED BAVE MOUNT INFRARED TEMP EQUIPMENT'	ITEM SE GRADED AGGREGATE HALT SEAL AGGREGATE HALT SEAL COAT HALT SEAL COAT HALT SCRATCH COURSE PG76-22 ELING & WEDGING PG76-22 ASPH BASE 1.00D PG76-22 ASPH BASE 1.00D PG76-22 ASPH SURF 0.38D PG64-22 ASPH SURF SARIPS-SAWED IT ADHESIVE OULDER RUMBLE STRIPS-SAWED E MOUNT INFRARED TEMP EQUIPMENT	ITEM	SE GRADED AGGREGATE	TIEM UNIT BD

NOTES

- (1) Estimated at 20 pounds per square yard per application with two applications required.
- (2) Estimated at 2.4 pounds per square yard per application with two applications required.
- (3) Estimated at 110 pounds per square yard per inch depth or 1.98 tons per cubic yard.
 - (4) See Special Note For Longitudinal Pavement Joint Adhesive.
- Estimated at 0.84 pounds per square yard. (If the Contractor chooses to use Non-Tracking Tack, refer to the special note for Non-Tracking Tack Coat.) (2)
- The Contractor shall retain all millings from the project. Quantity estimated at 110 pounds per square yard per inch depth or 1.98 tons per cubic yard. 9
- (7) Estimated at 115 pounds per square yard per inch depth or 2.07 tons per cubic yard.
- (8) See the Special Note for Paver Mounted Temperature Profiles.
- Requirements For Seal Aggregates In Section 805 Of The Kentucky Standard Specifications for Road and The Asphalt Seal Aggregate Used On This Project Shall Be #8 Or #9M Aggregate Meeting The Additional Bridge Construction. 6
- (10) An additional 10% has been included for correction of pavement irregularities.

PAVEMENT REHABILITATION PROJECT ITEM NO. 6-20024.00 **GRANT COUNTY**

PAVEMENT AREAS	SI			
		_	1-75	
ITEM		иовтнвоии	воптнвоим	JATOT
		SS	SQUARE YARDS	SC
.5" CL4 ASPH SURF 0.38A PG76-22	(4)	135,568	136,480	272,048
.5" CL3 ASPH SURF 0.38D PG64-22	(3) (4)	83,979	83,404	167,383
.25" CL3 ASPH SURF 0.38D PG64-22	(2)	15,063	15,164	30,227
3" CL4 ASPH BASE 1.00D PG76-22	(4)	4,133		
0.5" ASPHALT SCRATCH COURSE PG76-22		132,468	136,480	268,948
1.5" ASPHALT PAVEMENT MILLING & TEXTURING	(3)	82,946	83,404	166,350
2.0" ASPHALT PAVEMENT MILLING & TEXTURING		132,468	136,480	268,948
.25" ASPHALT PAVEMENT MILLING & TEXTURING	(2)	15,063	15,164	30,227
ASPHALT MATERIAL FOR TACK	(3) (4)	366,997	356,364	723,361
DGA SHOULDER REFILL (4" ESTIMATE DEPTH)		10,578	10,897	21,475
ASPHALT SEAL AGGREGATE	(1) (4)	22,361	21,795	44,156
ASPHALT SEAL COAT	(1) (4)	22,361	21,795	44,156
VARIABLE DEPTH CL4 ASPH BASE 1.00D PG76-22	(2)	364		364
LEVELING & WEDGING PG76-22	(2)	130		130
VARIABLE DEPTH ASPHALT PAVEMENT MILLING & TEXTURING	(2)	147		147
DGA SHOULDER WEDGE	(2)	187		187

- (1) Area for two applications shown.
- (2) For milling the existing rumble strips on the inside shoulder and refilling with asphalt for Maintenance Of Traffic operations. Estimated at 4 feet wide.

- Quantity reported in Cubic Yards. (For cross slope correction (NB Sta 405+75 to Sta 413+50) (3) Northound totals include quantity for the permanenet median crossovers.
 (4) Includes quantity for cross slope correction area (NB Sta 405+75 to Sta 413+50).
 (5) Quantity reported in Cubic Yards. (For cross slope correction (NB Sta 405+75 to \$10.00).

	PA	/EMENT L	ANE REPA	IR SUMMAR	Y	
LOCA	ATION		ı	LANE & WID	ТН	ITEM 20757ED
BEGIN	END	REPAIR LENGTH	INSIDE	CENTER	OUTSIDE	PAVEMENT REPAIR
(S	ΓΑ)	NOD	`	IN FT)		(SQ YD)
200.22.0	207.54.5		THBOUND	I-75	40	400.0
306+22.6	307+51.5	128.9		40	13	186.2
350+97.7	351+12.0	14.3		12	13	39.7
351+54.0	352+20.4	66.4			13	95.9
356+52.0	356+75.7	23.7			13	34.2
359+70.5	359+79.3	8.8		12	13	24.4
417+66.7	418+11.6	44.9			13	64.9
417+97.6	418+08.6	11.0		12		14.7
492+10.8	492+95.2	84.4			13	121.9
499+53.7	500+31.9	78.2			13	113.0
516+67.7	517+09.5	41.8			13	60.4
518+25.4	518+85.7	60.3			13	87.1
520+77.5	521+14.7	37.2			13	53.7
	TO	TAL NORT	HBOUND I	-75		896.1
		SOU	THBOUND	I-75		
238+86.0	239+12.5	26.5	13	12	13	111.9
348+13.1	348+52.6	39.5		12		52.7
348+13.1	348+64.1	51.0	13			73.7
348+26.6	348+37.0	10.4			13	15.0
390+18.7	390+63.5	44.8	13	12	13	189.2
451+88.8	452+34.9	46.1			13	66.6
498+41.7	498+71.7	30.0			13	43.3
499+02.4	499+19.7	17.3			13	25.0
507+06.2	507+49.9	43.7			13	63.1
521+84.0	523+06.3	122.3			13	176.7
525+45.3	526+02.7	57.4			13	82.9
563+37.4	563+97.5	60.1		12		80.1
564+40.3	564+74.8	34.5		12		46.0

	PA	VEMENT L	ANE REPA	IR SUMMAR	Υ	
LOCA	ATION		ı	ANE & WID	тн	ITEM 20757ED
BEGIN	END	REPAIR LENGTH	INSIDE	CENTER	OUTSIDE	PAVEMENT REPAIR
(S	ΓΑ)		(LI	N FT)		(SQ YD)
564+59.4	564+74.8	15.4			13	22.2
573+54.1	573+95.6	41.5			13	59.9
	ТО	TAL SOUT	HBOUND I-	·75		1108.3
				TOTA	L PROJECT	2004.4

SEE THE PAVEMENT LANE REPAIR DETAIL SHEET.

		P	AVEMENT JOIN	IT REPAIR SUM	IMARY		
LOCA	ATION		JO	INT LOCATION	& REPAIR WID	тн	1TEM 20757ED
BEGIN	END	REPAIR LENGTH	BETWEEN INSIDE SHOULDER & INSIDE LANE	BETWEEN INSIDE LANE & CENTER LANE	BETWEEN CENTER LANE & OUTSIDE LANE	BETWEEN OUTSIDE LANE & OUTSIDE SHOULDER	PAVEMENT REPAIR
(S	ГА)			(LIN FT)			(SQ YD)
			NORTH	BOUND I-75	Т	Г	I
278+64.3	278+91.9	27.6				4	12.3
282+33.8	282+59.5	25.7				4	11.4
283+32.9	283+50.6	17.7				4	7.9
285+40.6	286+29.4	88.8				4	39.5
289+31.4	289+70.1	38.7				4	17.2
291+56.1	291+98.0	41.9				4	18.6
295+32.2	295+51.6	19.4				4	8.6
297+53.9	298+30.7	76.8				4	34.1
298+81.0	298+98.5	17.5		4			7.8
308+21.1	309+93.3	172.2			4		76.5
319+24.9	319+69.9	45.0				4	20.0
333+86.9	334+77.1	90.2				4	40.1
348+20.4	348+70.8	50.4				4	22.4
367+44.6	369+63.8	219.2				4	97.4
369+01.3	369+10.6	9.3		4			4.1
375+97.7	376+18.8	21.1				4	9.4
404+63.5	405+01.3	37.8			4		16.8
441+53.9	442+37.9	84.0			4		37.3
456+03.5	457+22.9	119.4				4	53.1
456+54.8	456+64.5	9.7		4			4.3
458+63.4	458+89.7	26.3		4			11.7
480+31.4	481+39.1	107.7		4			47.9
481+35.9	481+66.1	30.2				4	13.4
482+94.6	483+77.7	83.1		4			36.9
483+08.1	483+55.9	47.8				4	21.2
518+85.7	520+77.5	191.8				4	85.2
525+13.1	526+11.8	98.7				4	43.9
532+34.9	533+39.5	104.6			4		46.5

		P	AVEMENT JOIN	IT REPAIR SUM	IMARY			
LOCA	ATION		JO	INT LOCATION	& REPAIR WID	TH	1TEM 20757ED	
BEGIN	END	REPAIR LENGTH	BETWEEN INSIDE SHOULDER & INSIDE LANE	BETWEEN INSIDE LANE & CENTER LANE	BETWEEN CENTER LANE & OUTSIDE LANE	BETWEEN OUTSIDE LANE & OUTSIDE SHOULDER	PAVEMENT REPAIR	
(S	ΓΑ)			(LIN FT)			(SQ YD)	
534+83.1	535+35.8	52.7			4		23.4	
534+83.1	535+72.3	89.2				4	39.6	
	TOTAL NORTHBOUND I-75							
			SOUTH	BOUND I-75				
239+12.5	249+80.7	1068.2				4	474.8	
239+12.5	240+97.9	185.4			4		82.4	
242+09.1	242+59.5	50.4			4		22.4	
244+58.9	247+36.7	277.8			4		123.5	
288+75.1	290+69.7	194.6				4	86.5	
288+75.1	291+11.4	236.3			4		105.0	
295+52.8	296+71.8	119.0			4		52.9	
297+63.7	298+62.0	98.3			4		43.7	
313+48.8	314+38.5	89.7			4		39.9	
315+25.5	316+14.9	89.4			4		39.7	
316+45.2	317+42.9	97.7		4			43.4	
346+37.2	347+08.9	71.7				4	31.9	
346+60.3	377+90.9	3130.6			4		1391.4	
346+90.2	347+94.8	104.6		4			46.5	
369+37.0	375+46.6	609.6		4			270.9	
382+56.8	390+18.7	761.9			4		338.6	
389+11.1	389+39.8	28.7		4			12.8	
389+11.1	390+18.7	107.6	4				47.8	
399+00.2	399+86.0	85.8	4				38.1	
409+84.8	411+50.2	165.4	4				73.5	
413+18.3	416+03.7	285.4	4				126.8	
418+93.5	420+91.8	198.3	4				88.1	
444+86.6	453+43.0	856.4	4				380.6	
485+10.5	487+47.6	237.1	4				105.4	

		P	AVEMENT JOIN	IT REPAIR SUM	IMARY		
LOCA	ATION		JO	INT LOCATION	I & REPAIR WID	OTH	1TEM 20757ED
BEGIN	END	REPAIR LENGTH	BETWEEN INSIDE SHOULDER & INSIDE LANE	BETWEEN INSIDE LANE & CENTER LANE	BETWEEN CENTER LANE & OUTSIDE LANE	BETWEEN OUTSIDE LANE & OUTSIDE SHOULDER	PAVEMENT REPAIR
(S	ГА)			(LIN FT)			(SQ YD)
507+47.9	514+62.1	714.2	4				317.4
520+47.8	520+72.9	25.1				4	11.2
523+57.0	525+05.7	148.7	4				66.1
526+02.7	528+45.7	243.0	4				108.0
530+53.7	532+02.0	148.3				4	65.9
533+35.8	535+86.9	251.1			4		111.6
536+41.5	536+84.9	43.4				4	19.3
545+51.0	546+25.6	74.6		4			33.2
549+57.5	549+80.9	23.4				4	10.4
551+34.4	551+98.0	63.6				4	28.3
561+57.9	562+67.0	109.1					0.0
565+71.8	566+48.0	76.2		4			33.9
568+32.2	568+46.0	13.8			4		6.1
568+83.9	569+26.4	42.5		4			18.9
570+23.5	570+54.9	31.4			4		14.0
571+61.4	571+75.0	13.6		4			6.0
572+06.6	573+54.1	147.5			4		65.6
		Т	OTAL SOUTHB	OUND I-75			4982.5
					•	TOTAL	5891.0

SEE THE PAVEMENT JOINT REPAIR DETAIL SHEET.

		GUARDF	RAIL SUMMAR	Y				
		(1)		ITEM				
		2381	21802EN	2367	2369	2391	1982	1983
LOCAT	ION	DEMOVE	G/R STEEL W	END	TREATM	ENT	DELIN	EATOR
		REMOVE	BEAM-S FACE		TYPE		MON	O DIR.
		GUARDRAIL	(7 FT POST)	1	2A	4A	W	Υ
STATIONS	LOC.	L	IN FT			EACH		
NORTHBOUND I-								
304+71.3 To 304	+96.3 LT	25.0	25.0					
	+87.5 LT	37.5				1		
	+40.3 LT	12.5	12.5					
	+15.1 LT	25.0	25.0					
	+75.8 LT	62.5	62.5					
	+00.1 LT	25.0	25.0					
373+62.5 To 374	+25.0 LT	62.5	62.5					
	+12.4 LT	50.0	50.0					
	+71.9 LT	37.5	37.5					
	+73.7 LT	750.0	700.0	1				1
	+35.7 LT	25.0	25.0					1
	+61.5 LT	25.0	25.0					
	+12.0 LT	25.5	25.0					1
	+50.7 LT	37.5	37.5					1
	+00.0 LT	50.0	50.0					1
	+39.5 LT	12.5	12.5					t
	+71.6 LT	25.0	25.0					1
	+34.4 LT	25.0	25.0					t
	+46.9 LT	25.0	25.0					
	+96.8 LT	25.0	25.0					
	 		212					1
321+80.3 To 322	+17.8 RT	37.5				1		1
	+11.0 RT	12.5	12.5		1			
	+30.3 RT	25.5	25.0					1
	+50.0 RT	487.5	487.5					
	+30.8 RT	37.5	37.5					1
	+57.3 RT	50.0	50.0					
	+33.3 RT	12.5	12.5					1
	+58.6 RT	25.0	25.0					
	+32.5 RT	25.0	25.0					
	+19.8 RT	75.0	75.0					
	+33.1 RT	25.0	25.0					
	+46.5 RT	12.5	12.5					Ī
	+11.5 RT	12.5	12.5					
	379.4 RT	50.0		1				Ī
	+00.3 RT	12.5	12.5					Ī
TOTAL NORTHBOUN	ID I-75	2263.5	2087.5	2	1	2		
SOUTHBOUND I-	75							
241+46.9 To 241	+59.4 LT	12.5	12.5					
259+08.0 To 259	+20.5 LT	12.5	12.5					
260+45.5 To 260	+58.0 LT	12.5	12.5					
	+60.0 LT	487.5	437.5	1				
	+44.8 LT	25.0	25.0					Ī
	+07.8 LT	12.0	12.5					
	+60.2 LT	25.0	25.0					
	+47.5 LT	25.0	25.0					
			· · ·					

					GUARDE	RAIL SUMMARY	Y				
					(1)		ITEN	Л			
					2381	21802EN	2367	2369	2391	1982	1983
	L	OCATION			REMOVE	G/R STEEL W BEAM-S FACE	END	TREATM TYPE	ENT	DELINE MONO	EATOR D DIR.
					GUARDRAIL	(7 FT POST)	1	2A	4A	W	Υ
ST	ATIO	NS	LOC.		L	IN FT			EACH		
390+88.0	To	391+13.0	LT		25.0	25.0					
407+15.9	To	407+28.4	LT		12.5	12.5					
434+09.2	To	434+21.7	LT		12.5	12.5					
474+27.9	To	474+40.4	LT		12.5	12.5					
475+89.5	To	476+27.0	LT		37.5	37.5					
537+69.0	To	541+69.0	LT		400.0	400.0					
575+04.0	To	575+41.5	LT		37.5				1		
272+08.0	To	272+45.5	RT		37.5	37.5					
273+95.5	To	274+08.0	RT		12.5	12.5					
317+72.0	То	318+09.5	RT		37.5	37.5					
352+14.5	To	352+27.0	RT		12.5	12.5					
355+76.3	To	356+38.8	RT		62.5	62.5					
370+50.0	To	372+50.0	RT		200.0	200.0					
376+00.0	To	376+25.0	RT		25.0	25.0					
389+19.0	To	389+31.5	RT		12.5	12.5					
405+76.0	To	407+76.0	RT		200.0	200.0					
409+10.5	To	409+23.0	RT		12.5	12.5					
410+47.5	To	410+72.5	RT		25.0	25.0					
413+45.0	To	413+57.5	RT		12.5	12.5					
434+60.0	To	434+72.5	RT		12.5	12.5					
435+49.7	To	435+74.7	RT		25.0	25.0					
504+59.8	To	504+84.8	RT		25.0	25.0					
510+33.2	To	515+83.2	RT		550.0	550.0		1			
526+59.8	To	526+97.3	RT		37.5	37.5		1			
TOTAL SO	JTHE	BOUND I-75			2474.5	2387.5	1	2	1		
ESTIMATED	DEL	INEATORS F	OR GUA	۱R۲	DRAIL (2)					498	531
	OTA	L			4738.0	4475.0	3	3	3	498	531

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

(2) Delineators are to be installed on all guardrail (existing or new) within the project limits.

I-75 PAVEMENT REHABILITATION PROJECT GRANT COUNTY ITEM NO. 6-20024.00

CLEAN OUT PERFORATED PIPE HEADWALL SUMMARY					
	CLEAN				
	24662EC				
	EACH				
NORTHBO					
Station	Location				
247+26.2	Rt	1			
252+40.0	Rt	1			
285+76.6	Rt	1			
SOUTHBO					
Station	Location				
247+50.2	Lt	1			
534+40.1	Lt	1			
	5				

Notes:

The location shown is relative to the direction of travel.

Perforated pipe headwalls are to be cleaned out to restore their intended function. Payment for this work will be made at the unit bid price for Bid Item No. 24662EC "Clean".

I-75 PAVEMENT REHABILITATION PROJECT GRANT COUNTY ITEM NO. 6-20024.00

FILL SLOPE EROSION REPAIR SUMMARY							
				CRUSHED AGGREGATE SIZE NO. 2 (1)			
			ITEM CODE	78			
			UNIT	TON			
STA - STA	LOCATION	LENGTH (FT)	EST. WIDTH (FT) (2)				
NORTHBOUND I-75			, , , ,				
391+65 - 396+48	RIGHT	483	22	236			
530+27 - 530+39	LEFT	11	30	8			
SOUTHBOUND I-75							
288+81 - 290+39	LEFT	158	25	88			
317+74 - 318+08	RIGHT	34	23	17			
389+20 - 389+31	RIGHT	11	21	5			
410+47 - 410+73	RIGHT	26	19	11			
430+46 - 430+76	RIGHT	30	13	9			
434+62 - 434+71	RIGHT	9	14	3			
537+70 - 541+68	LEFT	399	15	133			
405+78 - 406+05	RIGHT	27	16	10			
406+35 - 406+98	RIGHT	63	22	31			
407+28 - 407+74	RIGHT	46	20	21			
409+11 - 409+21	RIGHT	10	21	5			
509+91 - 513+14	RIGHT	323	17	122			
513+98 - 514+56	RIGHT	58	19	24			
515+08 - 515+19	RIGHT	11	12	3			
526+32 - 526+97	RIGHT	65	15	22			
554+49 - 554+71	LEFT	22	9	4			
555+26 - 555+48	LEFT	22	4	2			
556+45 - 556+61	LEFT	16	5	2			
			TOTAL	756			

(1) Quantity based on 4 inch average depth & estimated at 100 pounds per square yard per inch of depth.

(2) Average width as measured from the shoulder break point.

See the Fill Slope Erosion Repair detail sheet for additional information.

See the General Summary for a quantity of Channel Lining Class II estimated to be needed to fill in deeper eroded areas.

GENERAL NOTES I-75 REHABILITATION PROJECT GRANT COUNTY ITEM NO. 6-20024.00

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY

I. GENERAL

Perform all work in accordance with the Department's 2019 Standard Specifications, Supplemental Specifications, applicable Special Provisions, and Standard Drawings except as specified in these notes or elsewhere in this proposal. Article references are to the Standard Specifications.

All existing mile markers within the project limits have been shown on the plan sheets along with their station based on the centerlines shown in the plans. These can be used to relate the stations shown in the summaries to their location in the field.

II. MATERIALS

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

- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. PAVEMENT STRIPING.** Use Pave Striping-Thermo-6 Inch for permanent striping on asphalt surfaces. Use Pave Striping-Dur TY 1-6 Inch on bridge decks.
- **C. EROSION CONTROL BLANKET.** Erosion Control Blanket is to be placed on any disturbed areas in the median, roadway side slopes, or other areas disturbed where work is required in the proposal.

III. CONSTRUCTION METHODS

- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. SITE PREPARATION.** Be responsible for all site preparation. This item shall include, but is not limited to, clearing and grubbing, excavation and backfilling, embankments, removal of obstructions or any other items, and disposal of materials. All site preparation shall be only as approved or directed by the Engineer. Except for the bid items listed, site preparation will not be measured for payment but shall be incidental to the other items of work.

- **C. MILLING AND PAVING.** After milling, where milling is called for in the proposal, correct settlement over pipes and culverts and remove de-bonded or flaking courses.
- D. DISPOSAL OF WASTE. Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. The Contractor will be responsible for obtaining any necessary permits for this work. Temporary openings in the right-of-way fence for direct access to waste sites off the right-of-way or for access to other public roads will not be allowed. No separate payment will be made for the disposal of waste and debris from the project or obtaining the necessary permits but will be incidental to the other items of the work.
- **E. FINAL DRESSING, CLEANUP, AND SEEDING.** After all work is completed, completely remove all debris from the job site. Perform Final Dressing Class A on all disturbed areas. This item is incidental to the other items of the work. Sow all disturbed earthen areas with the seed mixtures specified by the Engineer or place Erosion Control blanket on the areas if directed to do so by the Engineer.
- **F. PAVEMENT STRIPING AND PAVEMENT MARKERS.** Permanent striping will be in accordance with Section 714, except that:
 - (1) Striping will be 6" in width;
 - (2) Permanent or Temporary Striping will be in place before a lane is opened to traffic.
 - (3) Permanent striping on asphalt surfaces will be Pave Striping-Thermo-6 Inch W or Y:
 - (4) Permanent striping on bridge decks will be Pave Striping-Dur TY 1-6 Inch W or Y;
 - (5) Existing pavement marker removal shall be incidental to Milling.
 - (6) Inlaid Pavement Markers will be required.
- **G. ON SITE INSPECTION.** Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting a bid and shall be thoroughly familiarized with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.
- **H. PROPERTY DAMAGE.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the Department.
- I. CAUTION. Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and will not consider any claim for additional compensation if the conditions encountered are not in accordance with the information shown.

J. UTILITY CLEARANCE. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations at no additional cost to the Department. See the Special Note for Utility Clearance Impact on Construction.

IV. METHOD OF MEASUREMENT

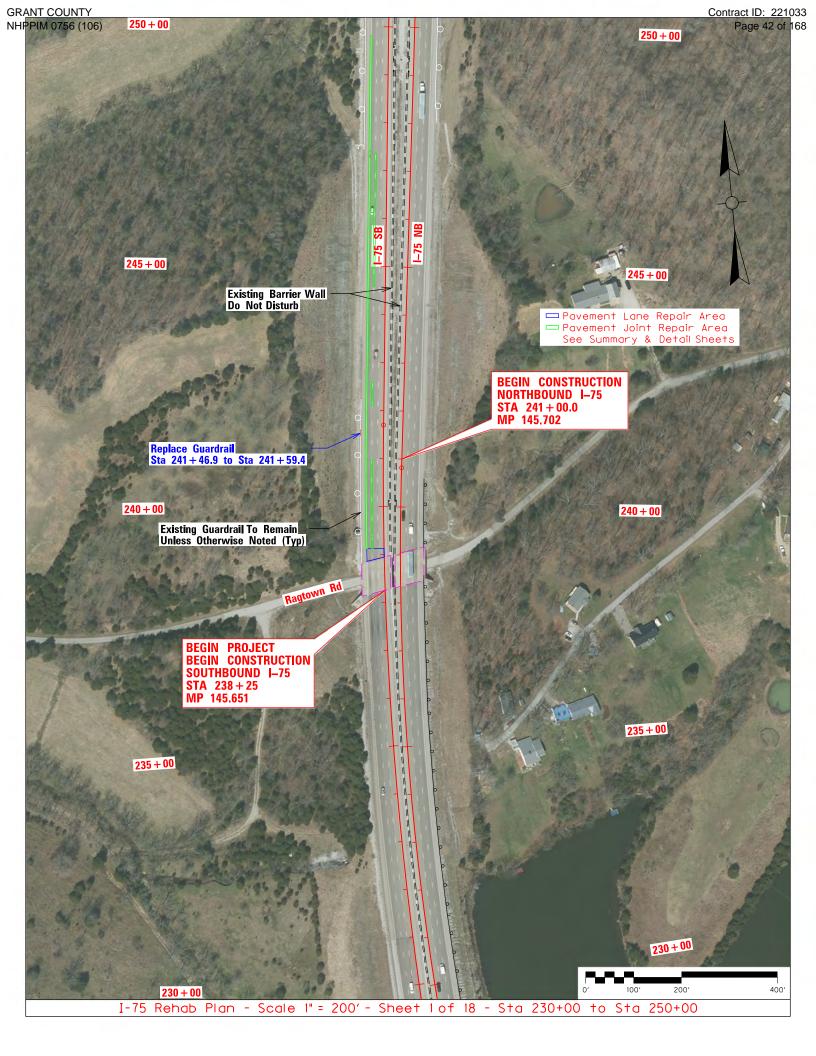
Except as specified in these notes, or elsewhere in the drawings or this proposal, the method of measurement will be in accordance with the Standard Specifications.

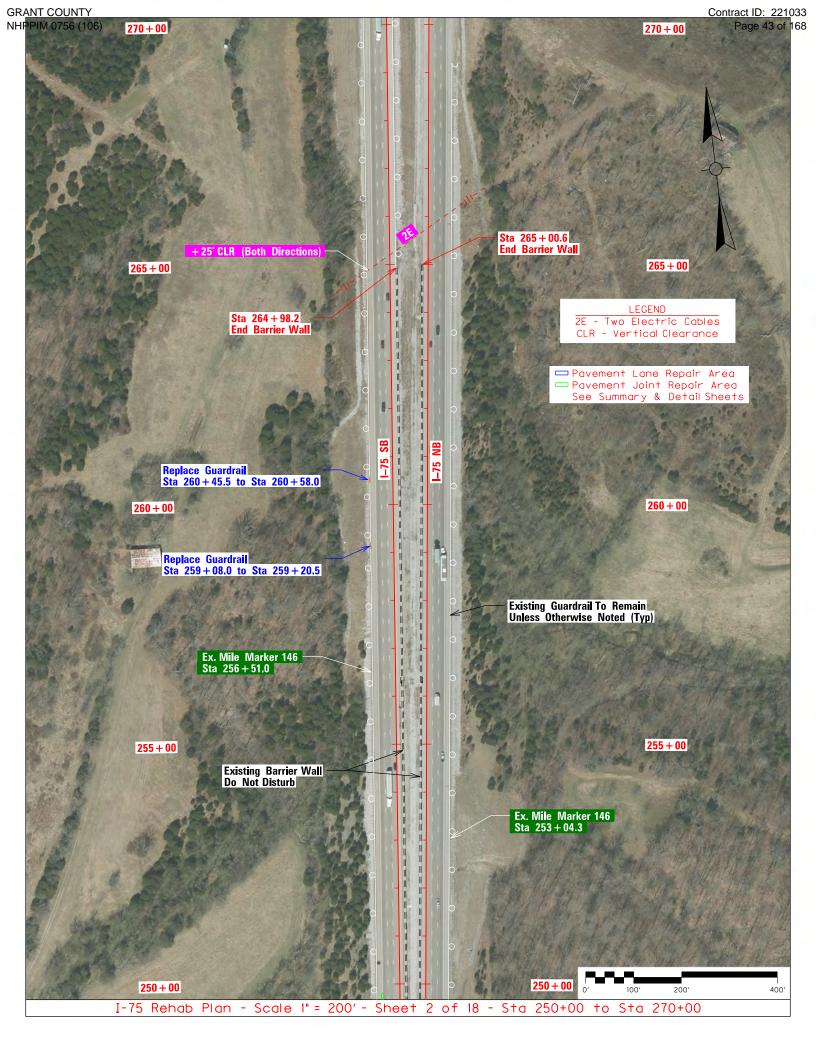
- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. SITE PREPARATION.** Other than the bid items listed, the Department will not measure Site Preparation for payment but shall be incidental to other items of work.
- C. INLAID PAVEMENT MARKERS AND PERMANENT STRIPING. Pave Striping-Thermo 6 Inch and Pave Striping-Dur TY 1-6 Inch are measured per linear foot. Inlaid Pavement Markers are measured as each

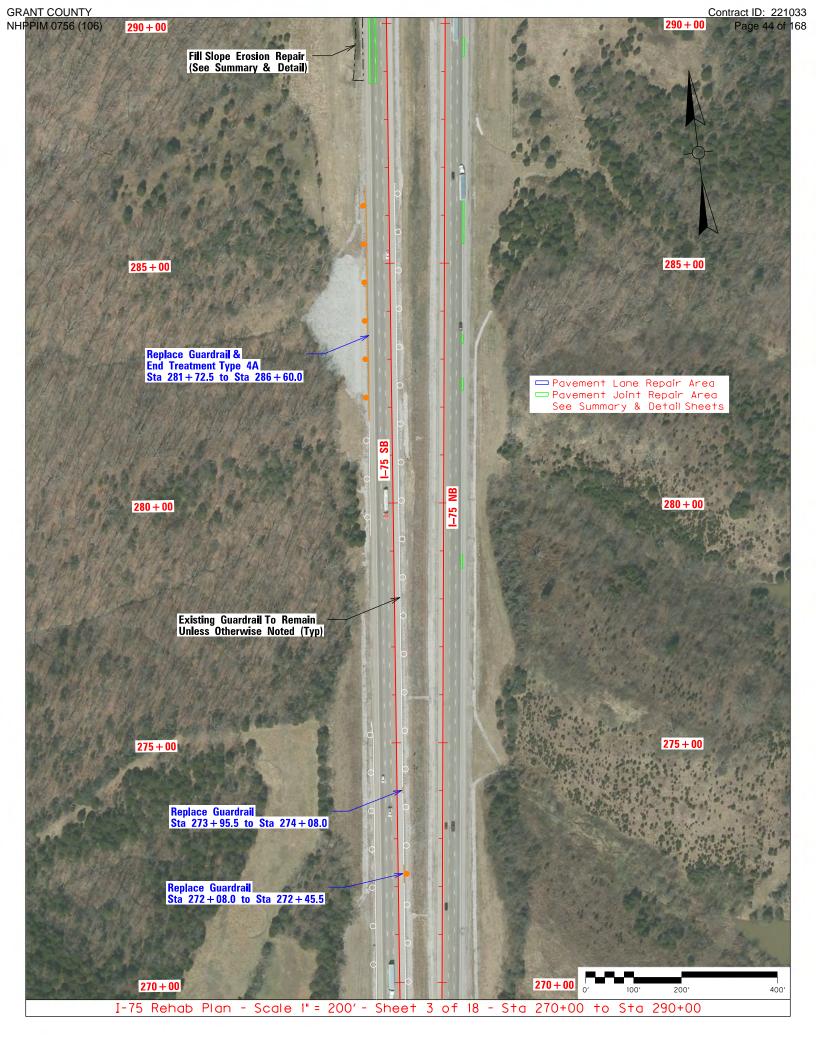
V. BASIS OF PAYMENT

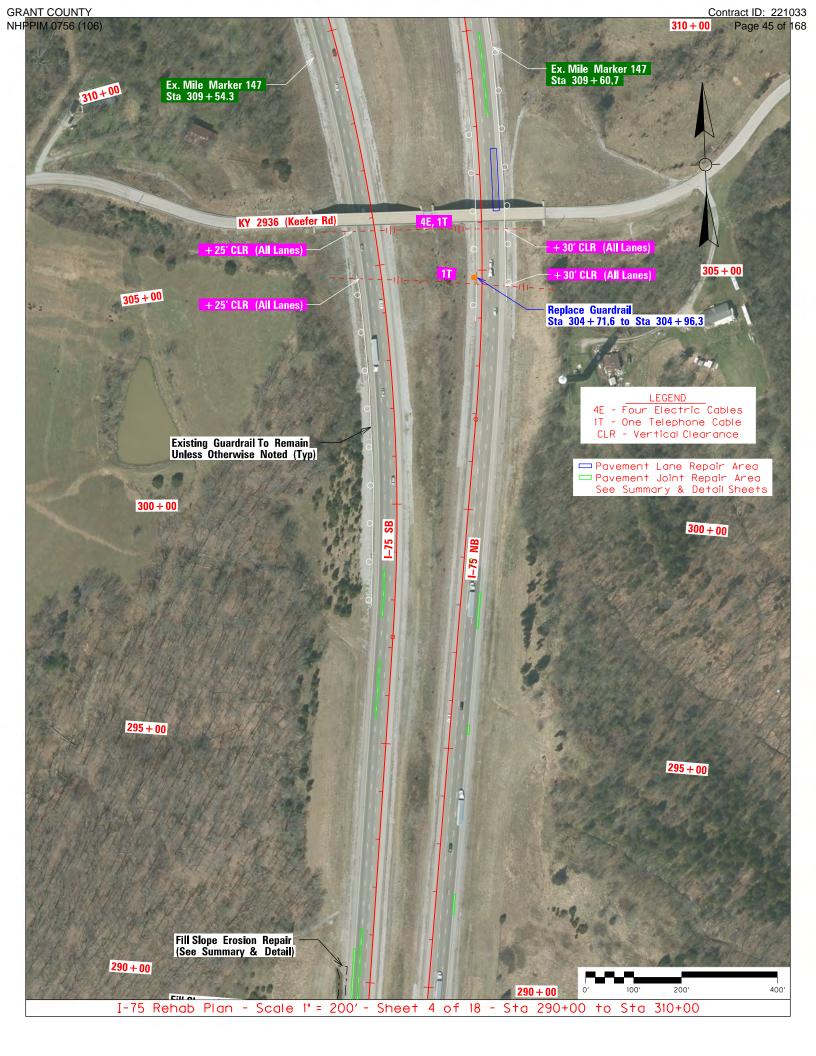
Except as specified in these notes, or elsewhere in the drawings or this proposal, basis of payment will be in accordance with the Standard Specifications. No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs damaged by the Contractor will be replaced by the Contractor at the Contractor's expense.

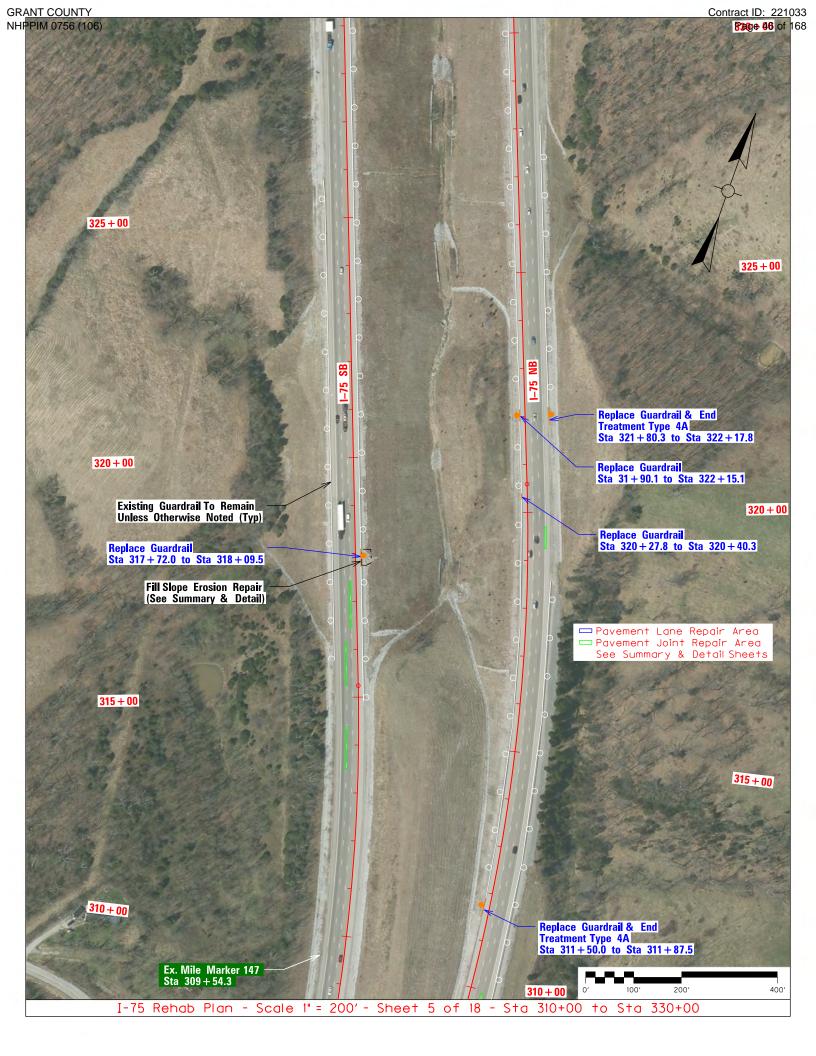
- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. SITE PREPARATION.** Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.
- **D. INLAID PAVEMENT MARKERS AND PERMANENT STRIPING.** See the General Summary Sheet.

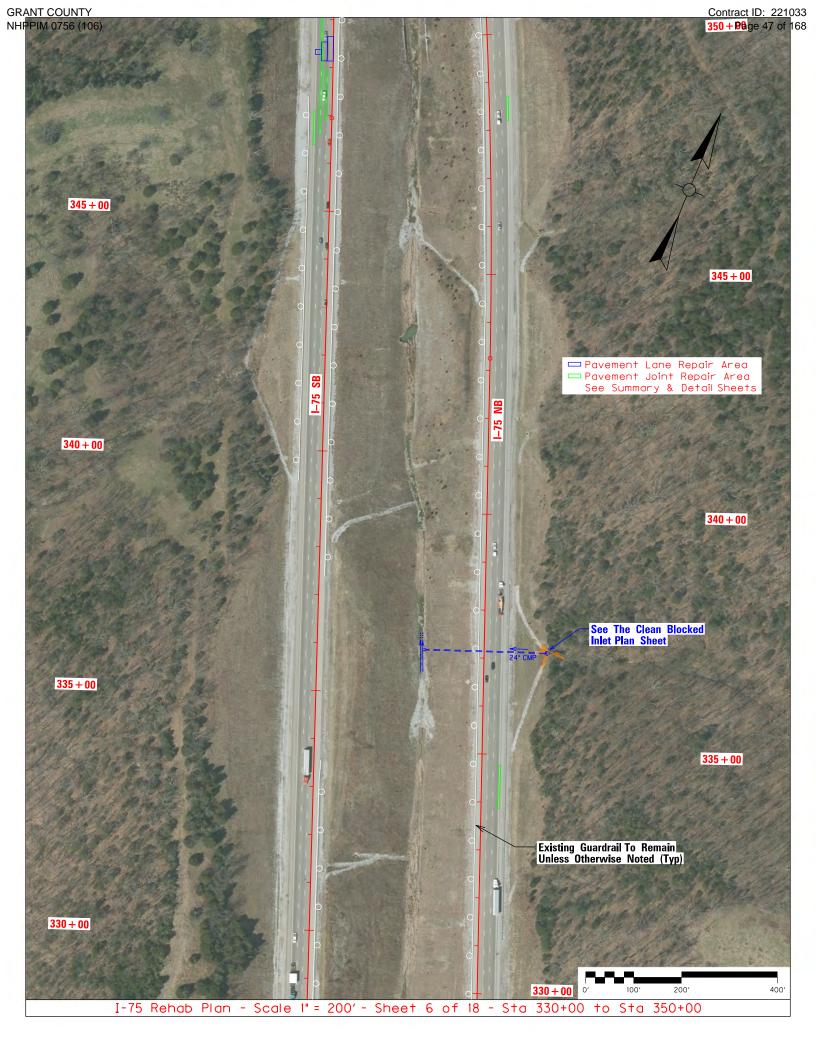




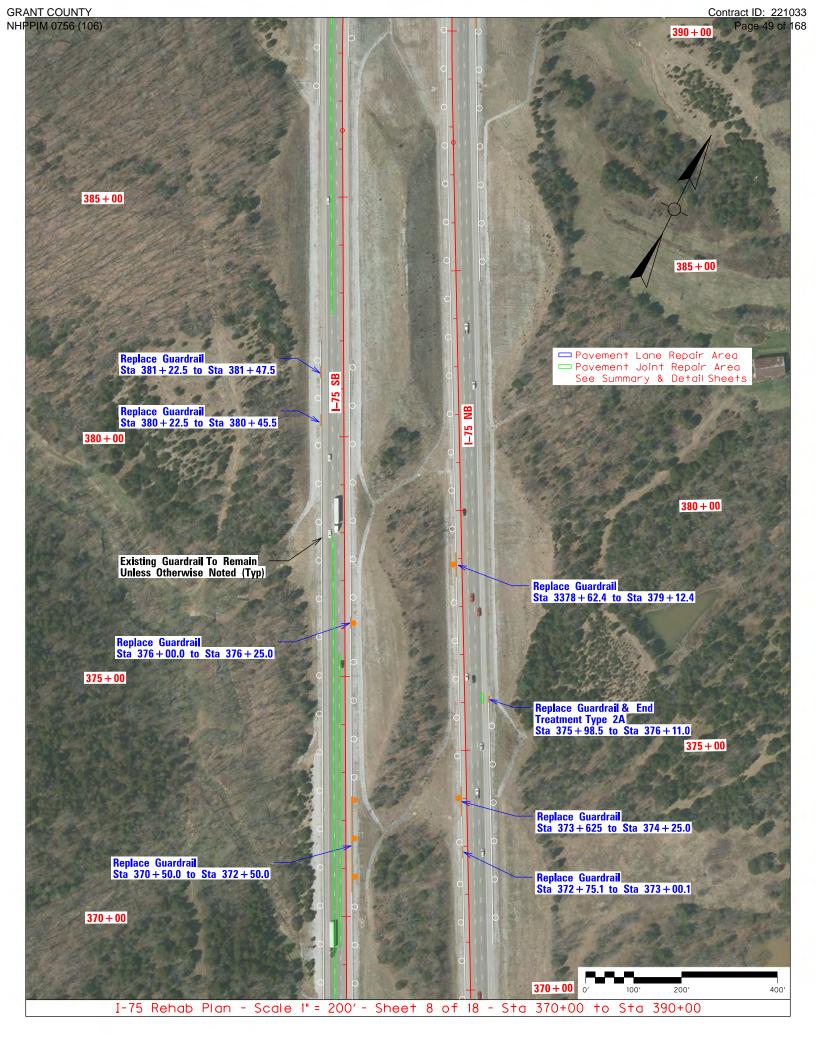


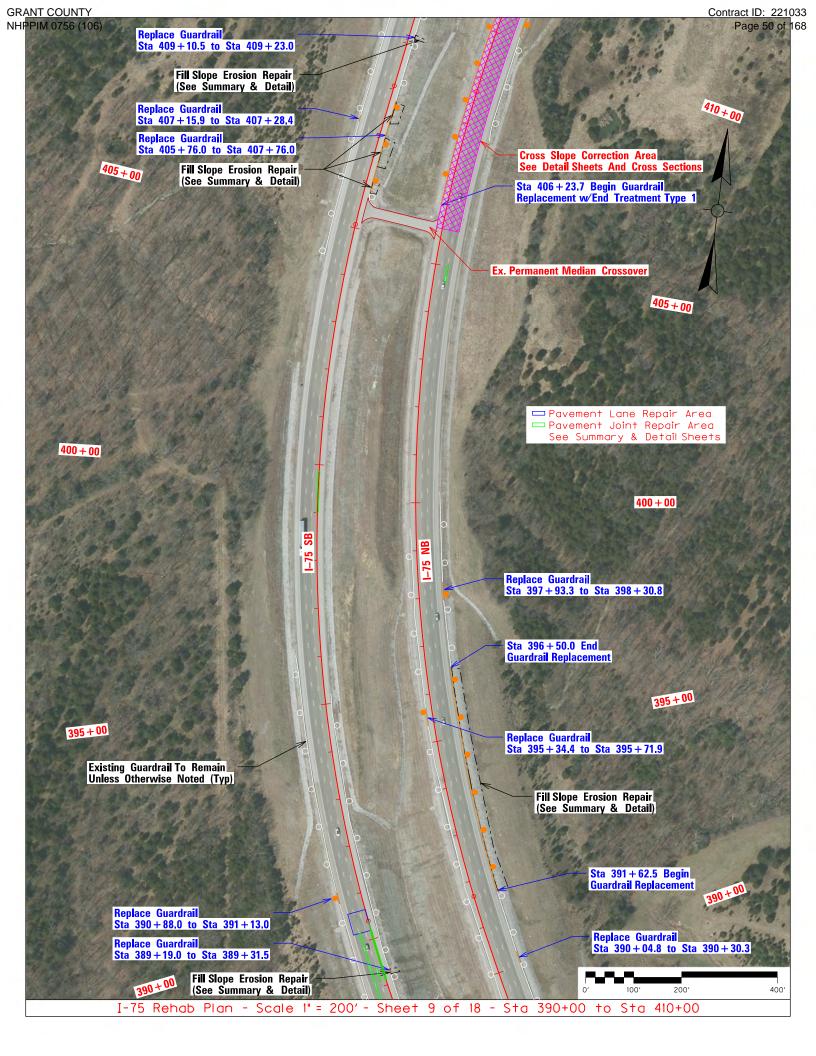


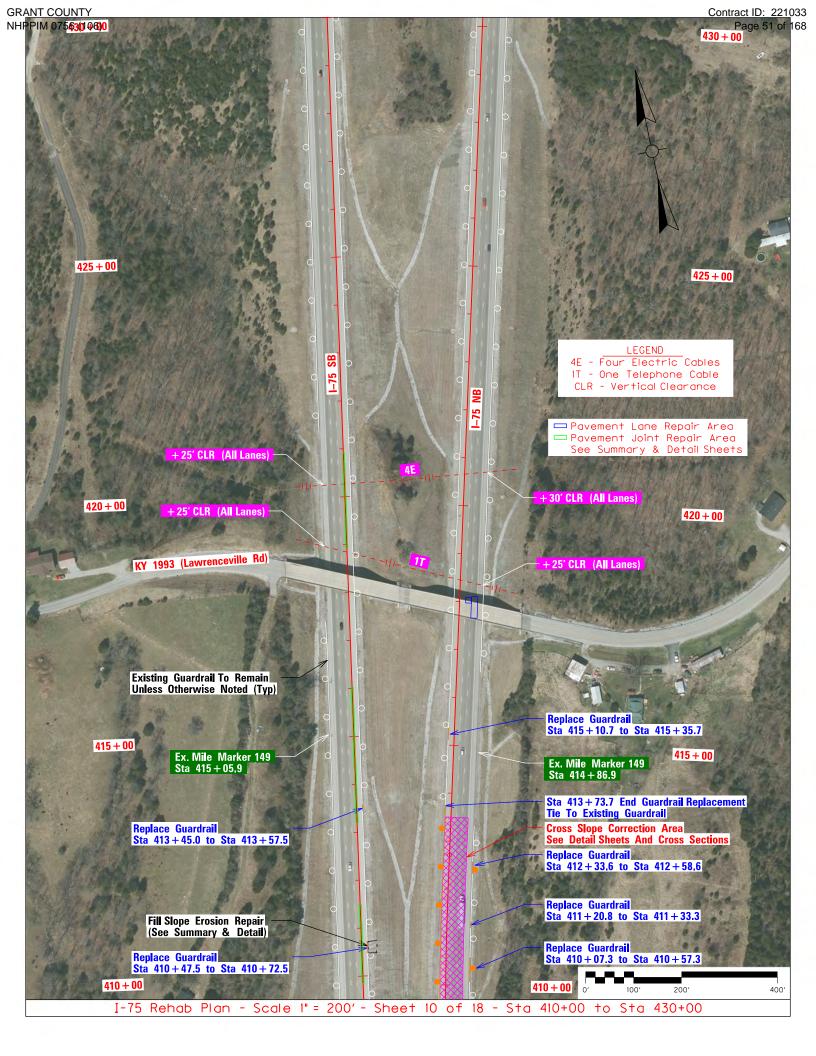






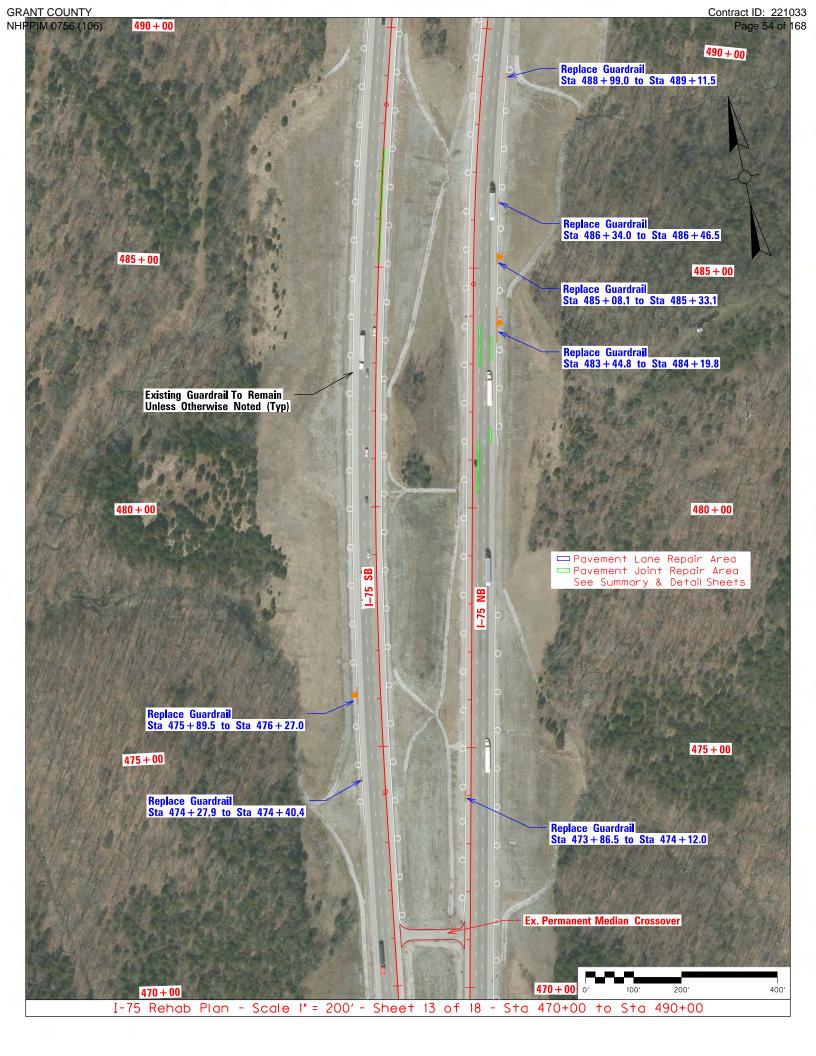


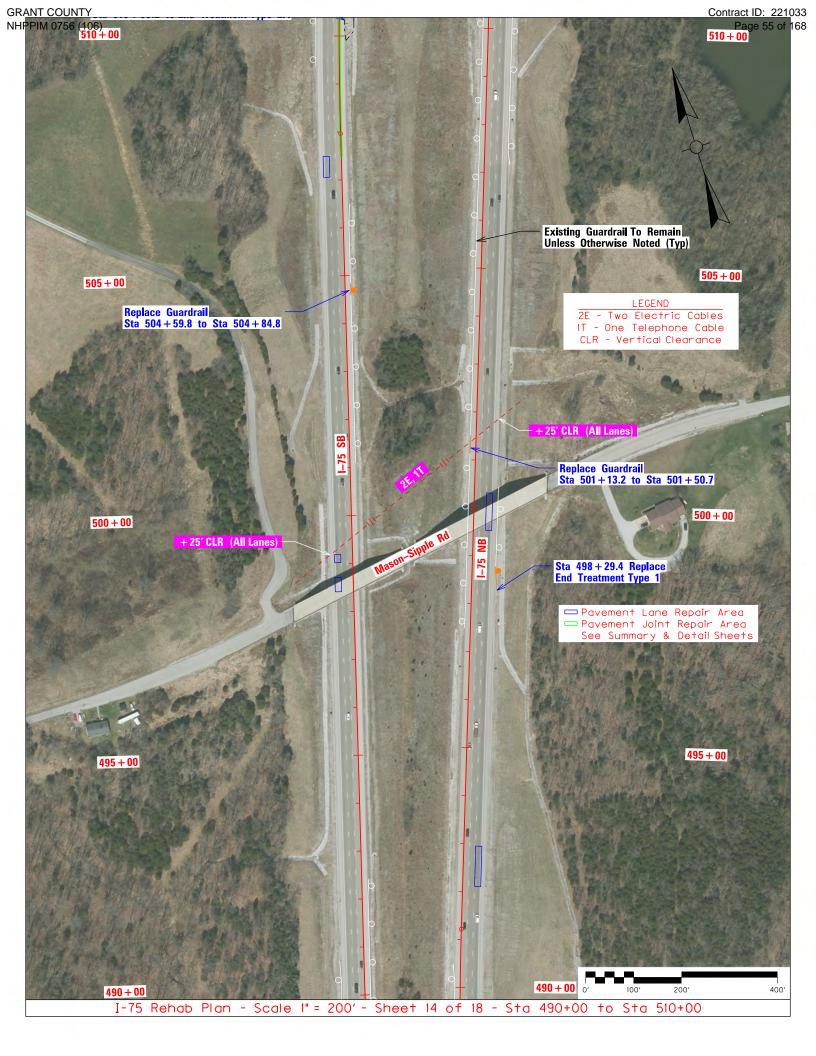


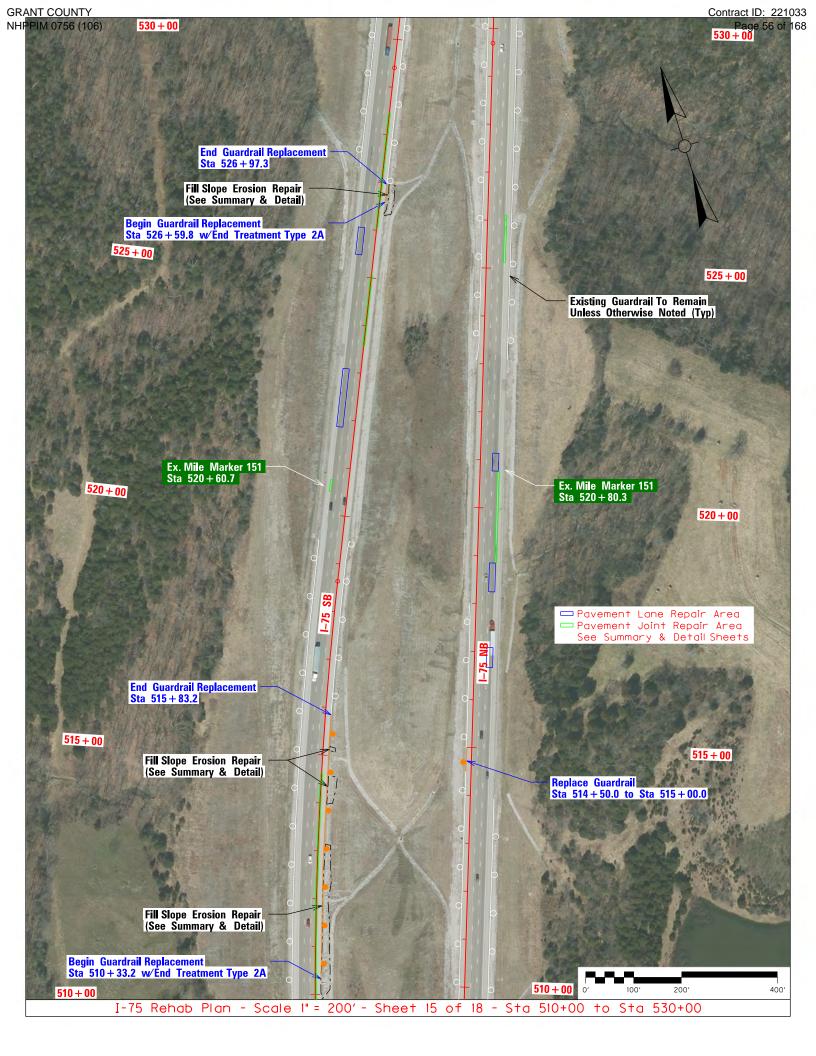


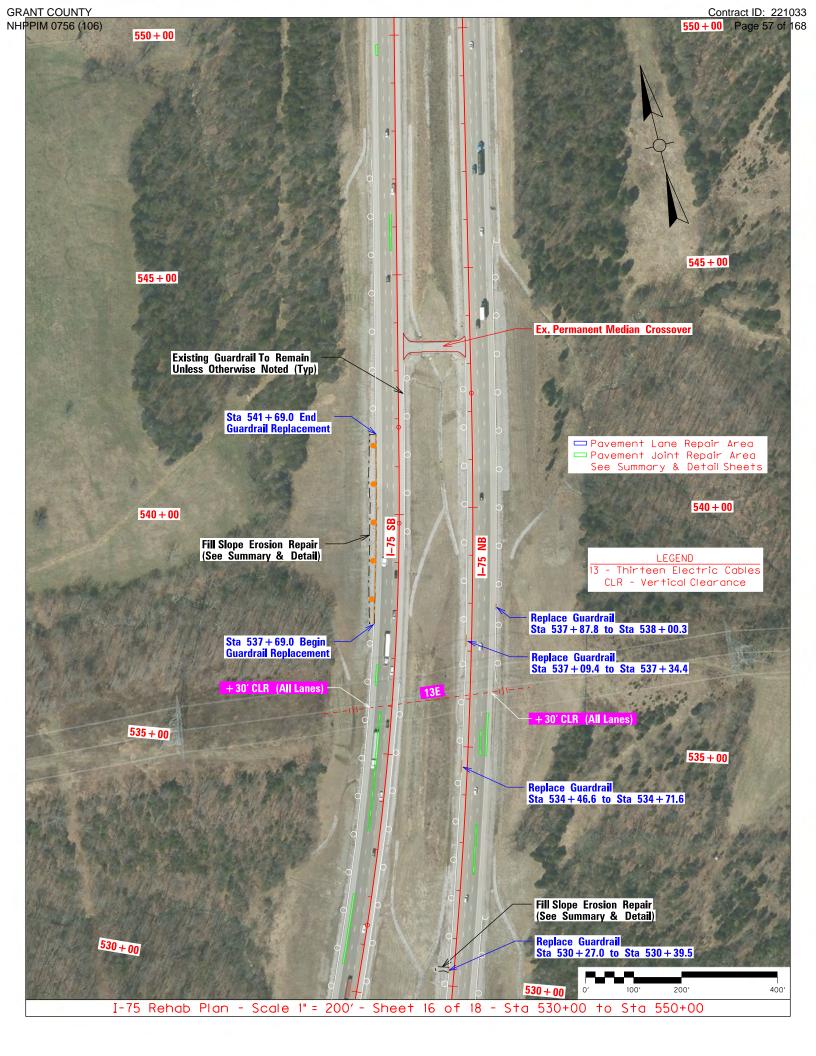


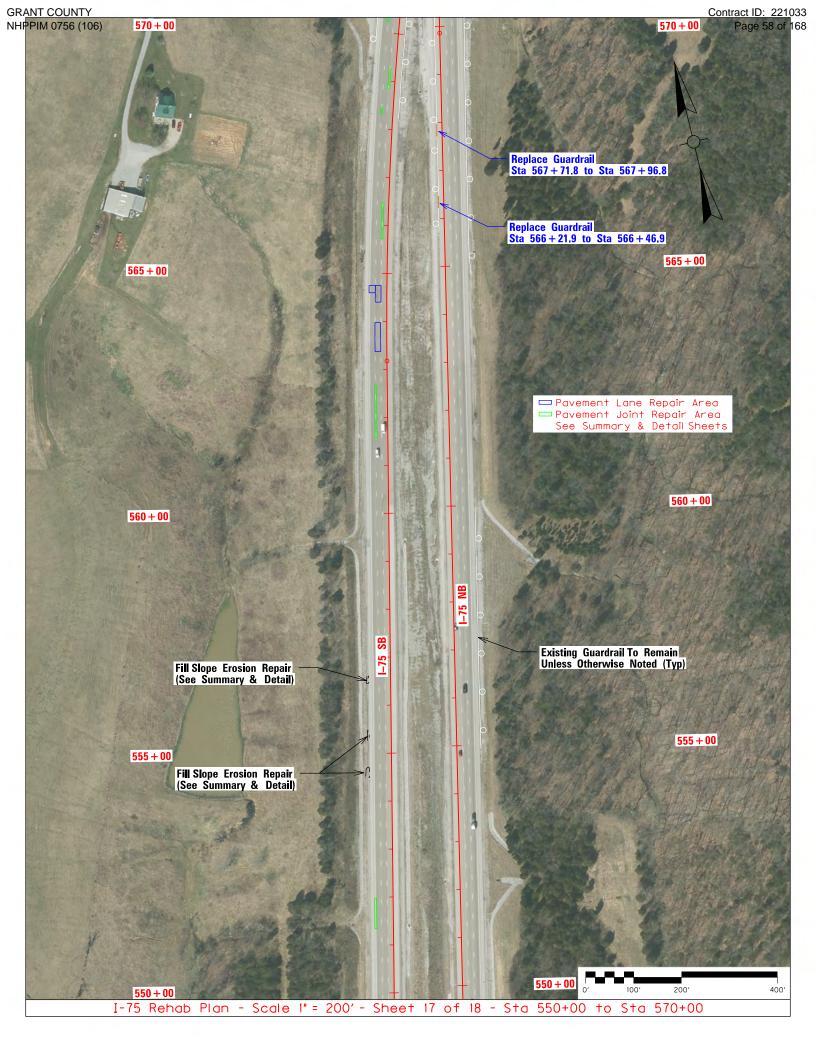


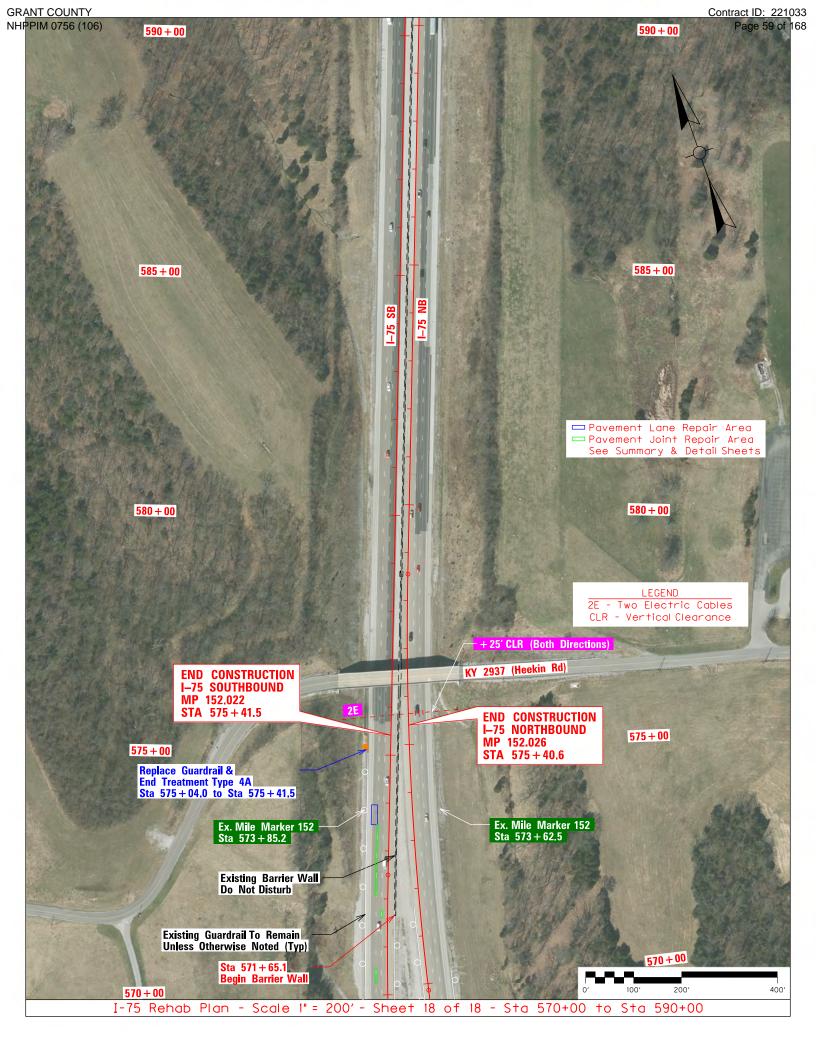












E×.

Pavement

- See the Pavement Lane Repair Summary sheet for estimated repair locations and quantities. However, pavement repairs shall be performed at locations selected by and as directed by the Engineer. The Engineer will assess, select, and mark areas for treatment. The full lane width will be removed and replaced. The Engineer may elect to perform repairs on one lane or multiple lanes. The Engineer may elect to only remove and replace the lift of base. An edge key 12 Inches into existing pavement is required for the top course of base. the top
- Before resurfacing, open repaired area to traffic for a minimum of 7 days. Monitor pavement for settlement during this 7+ days and repair by leveling and wedging, as approved by the Engineer, until placement of final
- to payment as part of the resurfacing

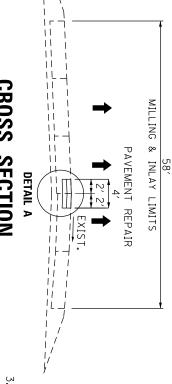
NOT TO SCALE

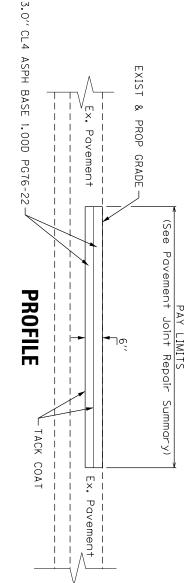
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PAVEMENT JOINT REPAIR DETAIL

Contract ID: 221033 Page 61 of 168





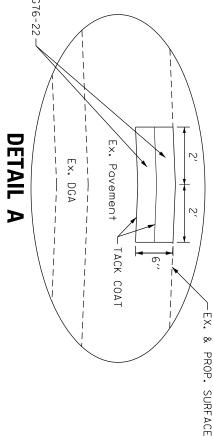
CROSS SECTION

MAINLINE

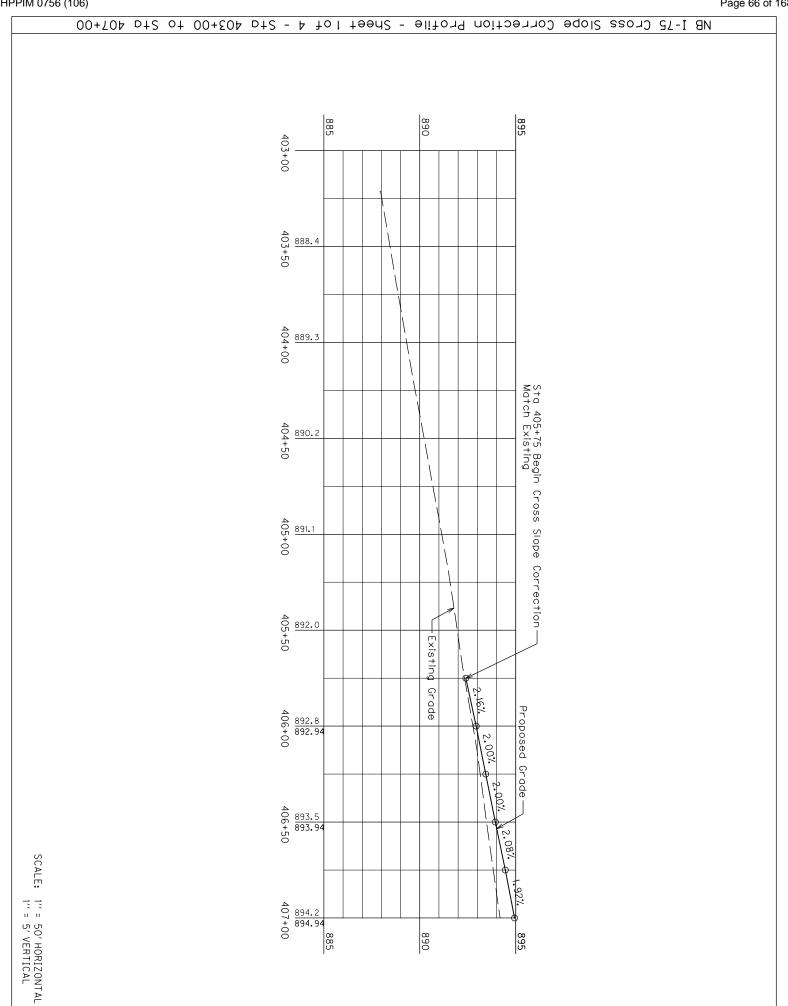
MAINLINE MAINLINE (See Pavement Joint Repair PAY LIMITS Summary)

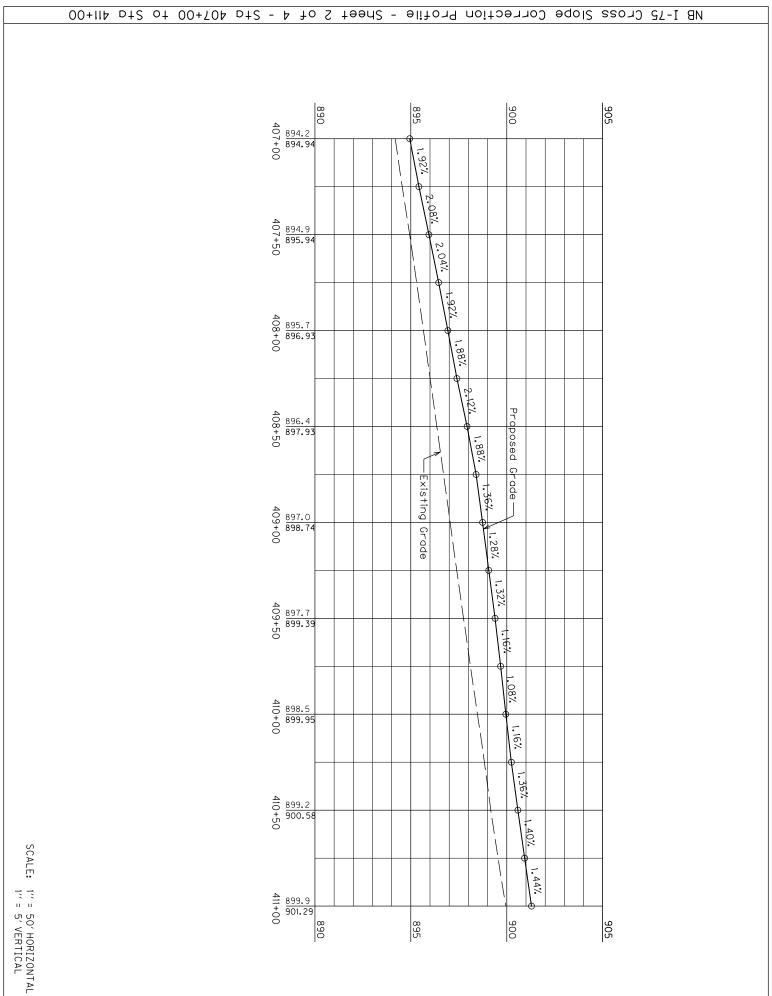
PLAN VIEW

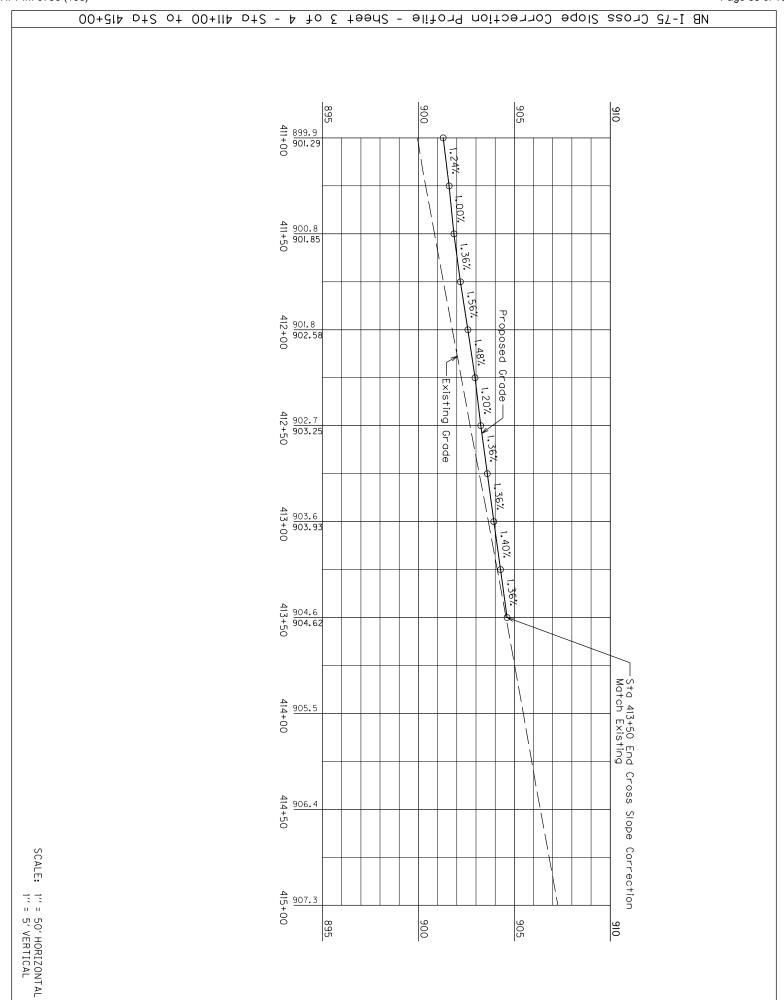
3.0" CL4 ASPH BASE 1.00D PG76-22

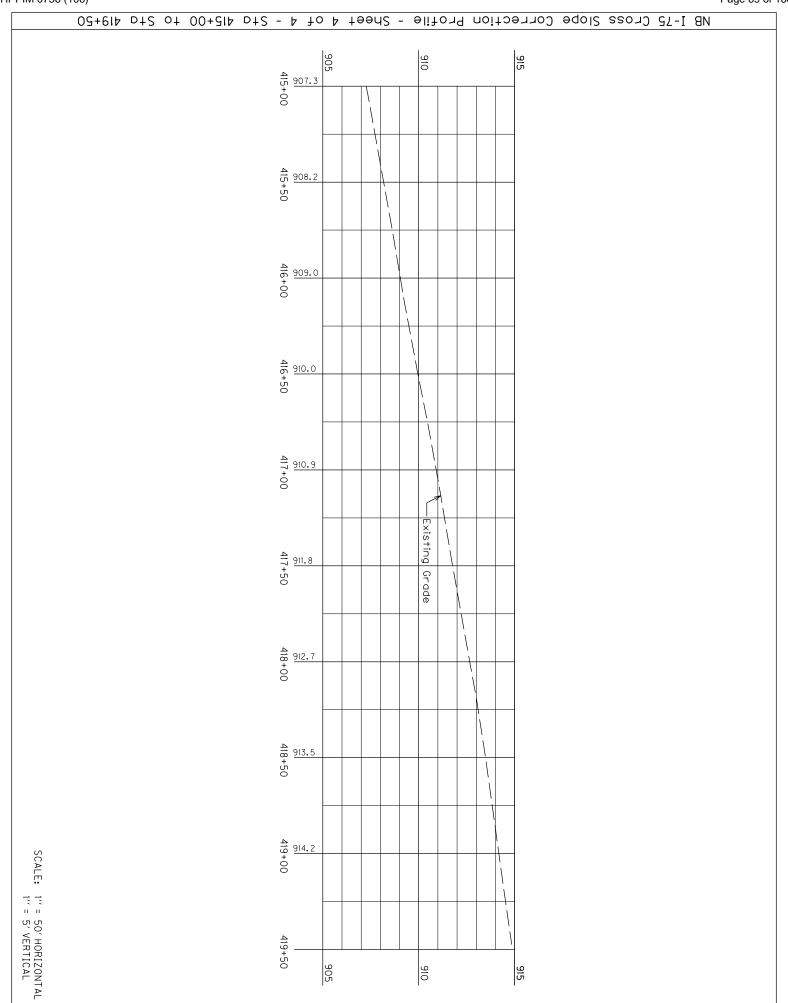


- Caution: Existing concrete pavement may exist below the asphalt pavement.
- 2 See the Pavement Joint Repair Summary for proposed repair locations and quantities. However, the Engineer will assess, select, and mark areas for treatment and may elect to revise the locations shown in the summary or to include additional locations.
- Perform the pavement repairs in Phases IB and 2 as described in the Traffic Control Notes and detailed on the Maintenance of Traffic Typical Sections. Complete pavement repair operations in one continuous operation or protect with barrier wall. considered incidental to other items of work and not be considered for payment. Do not leave an unprotected hole with no workers present. If barrier wall must be used for pavement repairs, it will be
- Before resurfacing, open repaired area to traffic for a minimum of 7 days. Monitor pavement for settlement during this days and repair by leveling and wedging, as approved by the Engineer, until placement of final surface course.
- the 2" mill and inlay operations with resurfacing items subject to payment as part of the resurfacing operation
- All work associated with the pavement repair shown on this detail drawing will be considered incidental to the bid item "PAVEMENT REPAIR" in square yards. This includes removal of the 6 inches of existing pavement, placing tack coat over the milled surface and bottom base layer, and furnishing and placement of the two 3 inch courses of CL4 Asph Base 1.00D PG76-22.









CONTROL POINTS SET FOR PAVEMENT CROSS SLOPE CORRECTION ON I-75 NORTHBOUND BETWEEN STA AND STA

COORDINATE SYSTEM

Coordinates for horizontal control are based on the coordinates for control monuments 1 and 5 which were derived by RTK GNSS observations with a Trimble R10 Receiver utilizing the Kentucky Transportation Cabinet's CORS stations.

Coordinates for this project are based on the Kentucky Single Zone State Plane Coordinate System and are on the grid. All coordinates are shown in U.S. Survey Feet.

BASIS OF ELEVATIONS

Elevations were derived from the GNSS observed elevation for control monument 1 of 890.50 US ft. This elevation was obtained by a GNSS RTK observation with a Trimble R10 Receiver utilizing the Kentucky Transportation Cabinet's CORS stations and Geoid18. It is based on the NAVD 88 datum.

The elevations of all other monuments are based on a closed differential level loop from control monument 1 through each of them. All elevations are shown in U.S. Survey Feet.

COORDINATE CONTROL POINTS & BENCH MARKS								
POINT	DESCRIPTION	State Plane Coordinates			CTATION LOFESTE			
		NORTH (Y)	EAST (X)	ELEV. (Z)	STATION and OFFSET			
1	Pink Cap On No. 5 Rebar	4090409.619	5250539.376	890.50	404+49.87, 100.19′L†			
2	Pink Cap On No. 5 Rebar	4090590.039	5250627.970	891.26	406+31.63, 22.98'L†			
3	Pink Cap On No. 5 Rebar	4091023.704	5250701.857	897.11	410+68.87, 22.08'L†			
4	Pink Cap On No. 5 Rebar	4091443.738	5250808.469	905.57	415+01.84, 19.53' L†			
5	Pink Cap On No. 5 Rebar	4091868.155	5250917.726	913.55	419+40.08, 16.68′ L†			

 \triangle SYMBOL FOR A CONTROL MONUMENT - SEE CROSS SLOPE CORRECTION PLAN SHEETS

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NHPPIM 0756 (106)

Project Name: I-75 NB
Description: Grant Co.
Horizontal Alignment Name: NB I-75

Description:

Style: Centerline/Main STATION NORTHING **EASTING** Curve Set Type: SPIRAL CIRCULAR SPIRAL PI 400+68.7941 4089952.5494 5250455.0837 TS 387+67.6301 4088799.0196 5251057.0778 SPI 390+34.3636 4089035.4886 5250933.6714 SC 391+67.6301 4089157.7253 5250880.2662 CC 4090316.7592 5253533.1261 CS 408+70.6371 4090824.6546 5250683.0266 SPI 410+04.0309 4090955.9796 5250706.4291 ST 412+70.6371 4091214.7194 5250771.2398

Total Central Angle: 41° 37′16.3823″ Right
First Subtangent Distance: 1301.1640
Second Subtangent Distance: Lexternal: 204.5151
Spiral Type: Clothoid

Clothoid 400.0000 400.0000 Length: 3°57′29.7275" 3°57′29.7275" Anale: Constant: 1076.1041 1076.1041 266.7335 Long Tangent: 266.7335 Short Tangent: 133.3939 133.3939 Long Chord: 399.9152 399.9152 399.8091 399.8091 Xs: Ys: 9.2081 9.2081 P: 2.3024 2.3024 K: 199.9682 199.9682

Radius: 2895.0000
Delta: 33°42′16.9272"
Length: 1703.0070
Degree of Curvature(Arc): 1°58′44.8638"
Tangent: 876.9391
Chord: 1678.5579

Middle Ordinate: 124.3257 External: 129.9045

STATION NORTHING EASTING Element: Linear

ST 412+70.6371 4091214.7194 5250771.2398 PC 437+69.8173 4093639.0029 5251378.4891

Tangent Direction: 75°56′15.1643" Tangent Length: 2499.1802 GRANT COUNTY NHPPIM 0756 (106) Contract ID: 221033 Page 72 of 168 88¢ 906 90b 890 890 890 150 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 405+50 TO STA 406+25 ITEM NO. D 9 D 130 COUNTY OF 9 GRANT 29 9 130 9 EMB 9 9 9 9 COM 9 001 9 90 90 90 96 8 , 0 0, REFILL ROCK ROAD BED Grade 9 9 9 9 Existing (20 20 20 20 405+75 Existing Full Su Match 6 9 9 9 S7.168 891,22 7.098 = S+0, 20 20 20 20 Sto. 405+75 Begin Construction Match Existing Poyement 405+50 893,44 892.94 406+ ₹ 892.3 P-4.00% 0 0 -i -30 -30 Sta 406+23.7 Begin Stee W Beam End Treatment Type 1 -30 -30 -30 -40 ossover L.* -80 -80 08 000 -180 -180 -180 -180 -140 390 88 8 8 390 390 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT F75/PLAN/CRASH AREA XS.DGN : BMAN T33H2-3 616.6.11.8v notist2onotM

Contract ID: 221033 Page 73 of 168 88¢ 906 90b 890 890 890 150 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 406+50 TO STA 407+25 ITEM NO. D 140 D COUNTY OF 130 130 GRANT 29 9 9 9 EMB 9 9 9 9 COM 9 001 9 90 96 9 96 8 , 0 0, REFILL ROCK ROAD BED xisting Grade xisting Grade -Match Existing Grade 9 9 9 9 20 20 20 Motch Match E 9 9 9 9 893, 70 P . 268 25.228 52.28 20 20 20 407+25 407+00 406+75 2.268 46.668 2.498 46.488 8,568 64,46 B-4,00% 0 0 0 - F 7 -30 -30 -30 -30 -40 -80 000 -180 -180 -180 -140 390 88 8 8 390 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT L/5/PLAN/CRASH AREA XS.DGN : E-SHER VA TERME : SHERE NAME :

GRANT COUNTY Contract ID: 221033 NHPPIM 0756 (196) Page 74 of 168 906 9 90 150 90 880 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 407+50 TO STA 408+50 ITEM NO. D 140 D 130 COUNTY OF 3 9 GRANT 120 8 8 8 9 EMB 9 9 9 9 9 COM 9 9 9 9 0 90 90 90 90 9 8 8 8 , 0 0, REFILL ROCK ROAD BED xisting Grade Matich Existing Grade 9 9 9 9 -Match Existing 20 20 - Match 9 6 9 9 15.968 89.468 12.28 £7.468 894,22 20 20 20 20 408+50 407+50 ≱.3e8 ₹8.1e8 0.898 04.798 408+2 408+0 B-4,00% 0 0 0 0 -20 -20 -30 -30 -30 -30 -30 -40 -40 -80 000 000 -10 -180 -180 -180 -180 90 8 90 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT F75/PLAN/CRASH AREA XS.DGN E-SHEET NAME: 616.6.11.8v noilst2onoiM

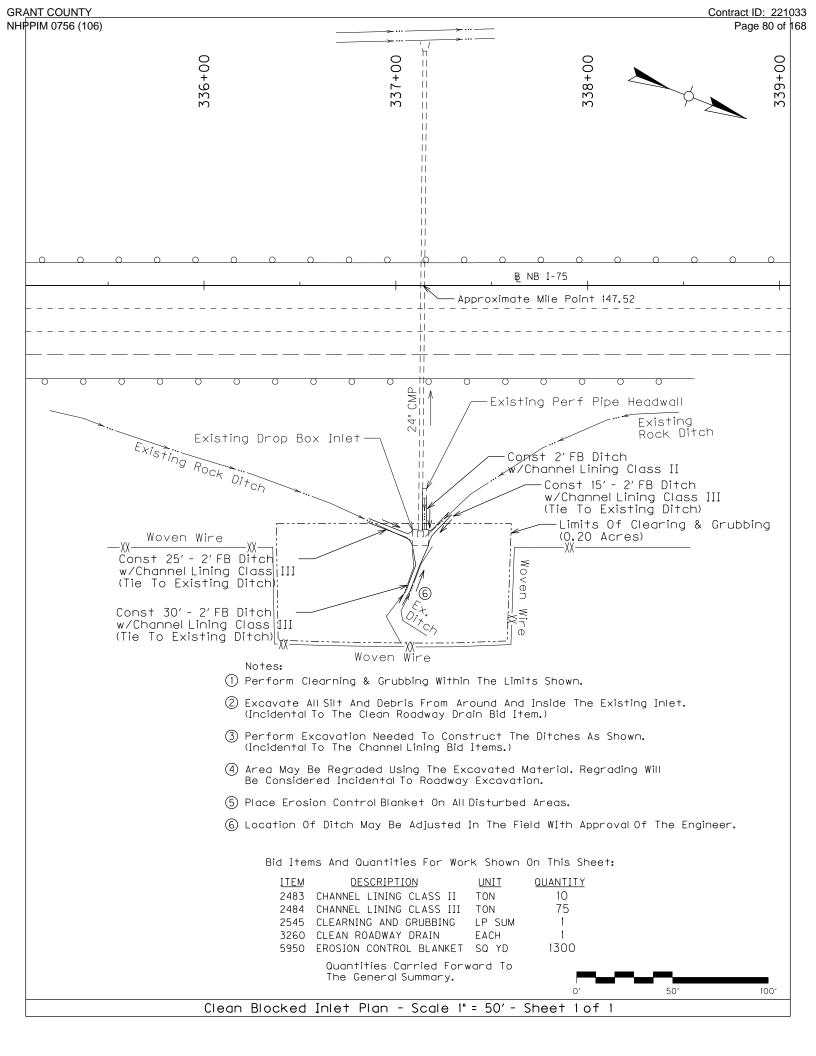
GRANT COUNTY NHPPIM 0756 (106) Contract ID: 221033 Page 75 of 168 89¢ 906 9 906 90 90 890 890 150 190 150 150 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 408+75 TO 409+75 ITEM NO. D 140 D 130 COUNTY OF 130 9 9 3 GRANT 9 130 130 8 9 EMB 9 9 9 <u></u> 9 COM 9 001 9 9 96 96 90 8 90 8 80 8 8 , 0 0, REFILL 2 2 ROCK ROAD BED Match Existing Grade 9 9 9 9 9 20 20 20 20 57 6 9 9 9 9 45.798 21,798 15.868 10.868 20 20 20 409+25 408+75 409+00 0.798 PT.898 ₱.7e8 60.ee8 7 ,868 0 ,888 2000 0 0 0 -20 -20 -30 30 -30 -30 -30 -40 -40 -50 -10 -80 -80 -80 000 -90 -110 -180 -130 -180 -180 -140 -140 -140 8 8 890 390 390 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT F75/PLAN/CRASH AREA XS.DGN E-SHEET NAME: e1e.e.ff.8v notistSoroiM

Contract ID: 221033 Page 76 of 168 89¢ 906 906 906 906 150 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 410+00 TO STA 410+75 ITEM NO. D П COUNTY OF 130 130 GRANT 29 9 9 9 EMB 9 9 9 COM 9 001 9 90 96 96 9 8 , 0 0, REFILL ROCK ROAD BED Match Existing Grade Match Existing Grade /─Match Existing Grade 9 9 9 9 20 20 20 9 9 9 60.006 £9 668 81,668 67 .868 20 20 20 00 +50 899°5 8,868 900,24 6.00e 410 0 4 4 -30 -30 -30 -30 -80 000 -180 -180 -180 -140 8 9 390 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT L/5/PLAN/CRASH AREA XS.DGN HindroStation 84:11.8v notitalScrollM

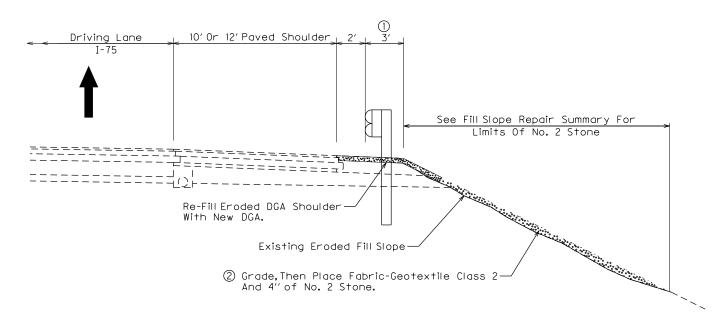
Contract ID: 221033 Page 77 of 168 89¢ 90 906 906 906 150 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 411+00 TO STA 411+75 ITEM NO. D D COUNTY OF 130 130 GRANT 29 9 9 9 EMB 9 9 9 9 COM 9 001 9 90 96 9 90 8 , 0 0, REFILL ROCK ROAD BED Match Existing Grade Match Existing Grade 9 9 9 9 20 20 20 9 9 9 9 87,106 55,106 76,006 95,006 20 20 20 20 -50 00. 905° 8 *006 411 411+ 411-P-4.00% B-4,00% P-4,00% 0 0 4 9 -30 -30 -30 -80 000 -180 -180 -180 -140 8 9 390 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT L/5/PLAN/CRASH AREA XS.DGN

GRANT COUNTY NHPPIM 0756 (106) Contract ID: 221033 Page 78 of 168 89¢ 90 906 906 906 150 Ä NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 412+00 TO STA 412+75 ITEM NO. D 140 D COUNTY OF 130 9 GRANT 29 9 130 9 EMB 9 9 9 9 COM 9 001 9 Section Runout 90 90 9 90 412+70,64 - Flat Runoff & Begin 8 , 0 0, REFILL ROCK ROAD BED Sta. -Match Existing Grade xisting Grade Match Existing Grade 9 9 9 9 20 20 20 20 Motch E 5 9 9 9 9 19.209 .509 7 .S08 902.28 20 20 20 9 75 +50 903.59 902.2 801,8 902,58 412 412 412 0 0 0 13 13 <u>13</u> -20 -30 -30 -30 -30 -40 -80 000 -180 -180 -180 -140 8 9 390 USER: tvonbehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT F75/PLAN/CRASH AREA XS.DGN

Contract ID: 221033 Page 79 of 168 906 90 906 900 150 190 190 Ä ITEM NO. NORTHBOUND I-75 CROSS SLOPE CORRECTION STA 413+00 TO STA 413+75 D 140 Г COUNTY OF 130 130 130 9 GRANT 130 120 130 8 EMB 9 9 <u></u> 9 COM 9 00 9 9 Sto. 415+82.64 - End Runout & Begim Normal Section (Existin 96 96 9 96 80 80 8 , 0 0, REFILL 2 2 ROCK ROAD BED - Match Existing Grade 9 9 9 9 20 20 9 9 9 8 90,406 15.406 20 20 413 + 50 Morton Existing Povement of the contraction of the contracti 9 413+25 7.00 200.7 0 4 <u>-</u> -20 -30 -30 -30 -30 -40 113+73.7 End S To Existing -40 -50 0. -80 08-000 -90 -130 -180 -180 -140 -140 USER: thombehren DATE PLOTTED: June 1, 2022 FILE NAME: X:PROJECTS/2020/2031/310090 KYTC PVMT REHAB 22/0702 GRAUT F75/PLAN/CRASH AREA XS.DGN : BMAN TBBH2-B 616.6.11.8v notist2onsiM



FILL SLOPE EROSION REPAIR DETAIL DITCH DETAIL



NOTES:

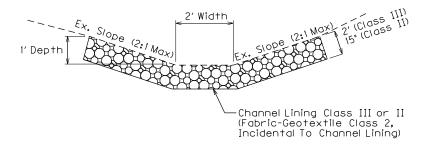
See The Fill Slope Erosion Repair Summary For Locations And Quantity Of No. 2 Stone.

Grading The Slope Prior To Placement Of No. 2 Stone WIII Be Incidental To The Stone Bid Item. DGA Will Be Paid Per The Unit Bid Price.

A Quantity Of Channel Lining Class II Has Been Included On The General Summary For Filling In Deeply Eroded Areas Prior To Grading And Placing The No. 2 Stone.

- (1) Additional 3' DGA Shoulder When Guardrail Is Present.
- ② Furnishing And Placing The Fabric-Geotextile Class 2 After Grading The Existing Slope Will Be Considered Incidental To The No. 2 Stone.

DITCH DETAIL



TRAFFIC CONTROL PLAN I-75 REHABILITATION PROJECT GRANT COUNTY ITEM NO. 6-20024.00

THIS PROJECT IS FOR A FULLY CONTROLLED ACCESS HIGHWAY

TRAFFIC CONTROL GENERAL

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2019 Standard Specifications and the 2020 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

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

Reduce the speed limit in work areas to 55 miles per hour and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for temporary signs. Any relocation or covering of the signs will be incidental to "Maintain and Control Traffic".

PROJECT PHASING & CONSTRUCTION PROCEDURES

This project has a fixed completion date. See the special note for Fixed Completion Date and Liquidated Damages.

Lane closures will only be permitted during the following days and times:

• Single lane closures will be permitted at any time, however, the maximum consecutive length of a single lane closure shall be 7 days unless otherwise approved by the Engineer.

- Except on a Sunday, Double lane closures will only be permitted beginning at 9 PM and are to be reopened by 7 AM the following morning. Sunday double lane closures are to begin at 11 PM and the additional lane reopened by 7 AM the following morning.
- For Phase 3A construction in the Northbound direction for cross slope correction work from Sta. 405+75 to Sta. 413+50, the Contractor will be allowed to reduce traffic to one lane on the inside shoulder from 11 PM on a Sunday night until 7 AM the following Thursday morning, a total of 80 hours, to complete all work in Phase 3A.

Only one lane closure in each direction may be in place at the any time.

No lane closures will be permitted during the Winter shutdown.

Note that lane closures are required for the project. Stripe and taper according to the MUTCD and Standard Drawings. Lane closures will be incidental to the "Maintain and Control Traffic" bid item.

During the days and hours when a lane closure is allowed maintain traffic as specified in the phasing notes and typical sections included in these plans.

The contractor must notify the Engineer at least fourteen (14) days prior to the beginning of each construction phase.

PHASE 1A (REMOVE INSIDE SHOULDER RUMBLE STRIP)

Use a lane closure to close the inside lane to traffic and mill 4 feet of the inside shoulder (approximately 1.25" depth) to remove the existing rumble strip. Refill the milled area with CL3 Asph Surf 0.38D PG64-22.

PHASE 1B (PAVEMENT LANE AND JOINT REPAIRS)

Outside Lane Repairs:

Use a lane closure to reduce traffic to two lanes and shift traffic onto the inside lane and shoulder. Perform the pavement repairs at the locations shown in the Proposal for the outside lane using the Pavement Lane Repair Detail. Perform the pavement joint repairs at the locations shown in the Proposal for the joint between the outside lane and outside shoulder and the joint between the center lane and outside lane using the Pavement Joint Repair Detail.

Center Lane Repairs:

Center lane repairs and joint repairs for the joint between the inside lane and center lane shall only be performed between 9 PM (11 PM on Sundays) and 7 AM when traffic may be reduced to one lane.

Use lane closures to reduce traffic to one lane and shift traffic onto the inside shoulder. Perform the pavement repairs at the locations shown in the Proposal for the center lane using the Pavement Lane Repair Detail. Perform the pavement joint repairs at the locations shown in the

Proposal for the joint between the inside lane and center lane using the Pavement Joint Repair Detail.

Reopen the closed lanes to traffic for a minimum of seven (7) days prior to performing the milling & paving operation.

Guardrail replacement, eroded slope repairs, and any work outside of the outside paved shoulder can be completed in this phase.

PHASE 2 (PAVEMENT LANE AND JOINT REPAIRS)

Inside Lane Repairs:

Use a lane closure to reduce traffic to two lanes, closing the inside lane to traffic. Guardrail replacement, eroded slope repairs, and any work outside of the inside lane can be completed in this phase.

Between the hours of 9 PM (11 PM on Sundays) and 7 AM each evening use an additional lane closure to close the center lane, leaving only the outside lane open to traffic. Perform the pavement repairs on the inside lane at the locations shown in the Proposal using the Pavement Lane Repair Detail. Perform the pavement joint repairs at the locations shown in the Proposal for the joint between the inside shoulder and inside lane using the Pavement Joint Repair Detail.

Reopen the closed lane to traffic for a minimum of seven (7) days prior to performing the milling & paving operation.

PHASE 3 (MILL & INLAY)

Outside Lane And Shoulder:

Use a lane closure to reduce traffic to two lanes and shift traffic onto the inside lane and shoulder. Perform the milling & inlay operation shown on the Typical Sections for the outside lane and shoulder. Do not install the rumble strips on the outside shoulders until Phase 5.

Center Lane:

Work on the center lane shall only be performed between 9 PM (11 PM on Sundays) and 7 AM when traffic may be reduced to one lane.

Use lane closures to reduce traffic to one lane and shift traffic onto the inside shoulder. Perform the milling & inlay operation shown on the Typical Sections for the center lane.

Remaining guardrail replacement, eroded slope repairs, and any work outside of the outside paved shoulder must be completed in this phase.

PHASE 4 (MILL & INLAY)

Inside Lane And Shoulder:

Use a lane closure to reduce traffic to two lanes, closing the inside lane to traffic. Remaining guardrail replacement, eroded slope repairs, and any work outside of the inside paved shoulder

must be completed during this phase.

Between the hours of 9 PM (11 PM on Sundays) and 7 AM each evening use an additional lane closure to close the center lane, leaving only the outside lane open to traffic. Perform the milling & inlay operation shown on the Typical Sections for the inside lane and shoulder.

PHASE 3A (NORTHBOUND CROSS SLOPE CORRECTION AREA)

Center Lane, Outside Lane And Shoulder:

Use a double lane closure to reduce traffic to one lane and shift traffic onto the inside shoulder northbound through the Cross Slope Correction Area from Sta. 405+75 to Sta. 413+50. Perform all work shown on the Typical Sections for the center lane, outside lane and shoulder. Do not install the rumble strips on the outside shoulders until Phase 5.

The Contractor shall be given from 11 PM on a Sunday night to 7 AM the following Thursday morning, a total of 80 hours, to complete all Phase 3A work. This work should be done at the end of the Phase 3 work northbound just before shifting traffic to the outside lane and shoulder for the Phase 4 work. At the completion of the Phase 3A work, traffic must be shifted to the outside lane and shoulder for the Phase 4A work which uses the same traffic pattern as Phase 4.

Remaining guardrail replacement, eroded slope repairs, and any work outside of the outside paved shoulder must be completed in this phase.

PHASE 4A (NORTHBOUND CROSS SLOPE CORRECTION AREA)

Inside Lane And Shoulder:

Use a single lane closure to reduce traffic to two lanes and shift traffic onto the outside lane and shoulder northbound through the Cross Slope Correction Area from Sta. 405+75 to Sta. 413+50. Perform all work shown on the Typical Sections for the inside lane and shoulder. Do not install the rumble strips on the outside shoulders until Phase 5.

The Phase 4A work should be done at the same time the Phase 4 work is being done so traffic can flow uniformly through the entire project. Remaining guardrail replacement, eroded slope repairs, and any work outside of the inside paved shoulder must be completed in this phase.

PHASE 5

After all other work is completed, or when approved by the Engineer, install the permanent striping, inlaid pavement markers, and sawed rumble strips. Mobile operations may be utilized.

LANE CLOSURES

Limit the lengths of lane closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer. Only one lane closure in each direction at any time will be permitted. Contrary to section 112, lane closures will **NOT** be measured for payment, but are considered incidental to "Maintain and Control Traffic".

SIGNS

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

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

FLASHING ARROWS

Flashing arrows will be paid for once, no matter how many times they are moved or relocated. The Department **WILL NOT** take possession of the flashing arrows upon completion of the work.

PORTABLE CHANGEABLE MESSAGE SIGNS

The Portable Changeable Message Signs are being bid independently of the Queue Warning System and shall be used as directed by the Engineer. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are moved or relocated. The Department **WILL NOT** take possession of the PCMS upon completion of the work.

TRUCK MOUNTED ATTENUATORS

Furnish and install MUTCD approved truck mounted attenuators (TMA) in advance of work areas when workers are present less than 12 feet from traffic. If there is less than 500 feet between work sites, only a single TMA will be required at a location as directed by the Engineer. Locate the TMAs at the individual work sites and move them as the work zone moves within the project limits. All details of the TMA installations shall be approved by the Engineer. TMA will not be measured for payment, but are incidental to "Maintain and Control Traffic". The Department **WILL NOT** take possession of the TMAs upon completion of the work.

PAVEMENT MARKINGS

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

Any striping removal (temporary or permanent) shall be removed by waterblasting. Waterblasting and removal of temporary tape will be considered incidental to the "Maintain and Control Traffic" bid item.

Temporary striping will be paid for by the appropriate bid item shown in the General Summary. Place temporary striping in accordance with Section 112, except that:

- 1. Temporary striping will be 6" in width.
- 2. If the contractor's operations or phasing requires temporary markings which must be subsequently removed from the ultimate pavement, an approved removable lane tape will be used.
- 3. Edge lines will be required for temporary striping.
- 4. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic.

Should the Contractor change the existing striping pattern, the Contractor is to restripe the roadway back to its original configuration if no work is anticipated for a period of two (2) weeks, unless directed otherwise by the Engineer.

PAVEMENT EDGE DROP-OFFS

No vertical drop-off greater than two inches may occur between adjacent lanes where traffic is expected to cross in a lane-change maneuver.

Pavement edge drop-offs shall be treated as follows:

Less than 2" – No protection required. Warning signs should be placed in advance of and throughout the drop-off area in accordance with the MUTCD.

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

4" and greater - Drop-offs 4" or greater will be allowed during the duration of the project. Protect with a lane or shoulder closure using drums, cones, or barricades. Place drums, or barricades with spacing not to exceed 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with compacted cuttings from milling, DGA, or asphalt mixtures on a 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

TYPE III BARRICADES

Type III Barricades will be considered incidental to the Maintain And Control Traffic bid item.

TRAFFIC COORDINATOR

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

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified in accordance with Department's 2019 Standard Specifications Sec. 112.03.12. Work performed by the Project Traffic Coordinator and Work Zone Traffic Control Supervisor shall be in accordance with the current Kentucky Standard Specifications for Road and Bridge Construction, Section 112.03.12

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

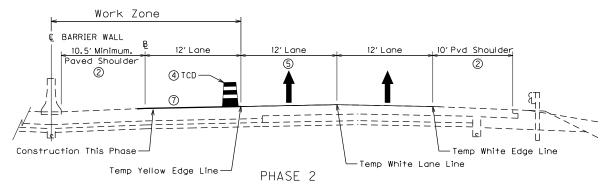
COORDINATION OF WORK

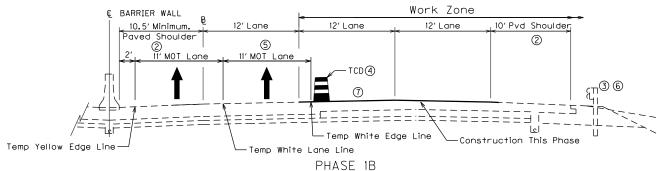
The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with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

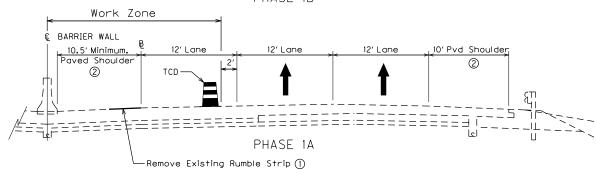
CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' VEHICLES

Do not use or allow employees to use median crossovers at any time except when inside lanes are closed for construction. In all other phases of construction, change vehicular direction of travel only at interchanges.

STA 241 + 00 TO STA 265 + 00.6





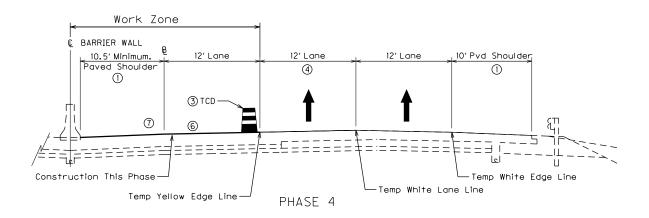


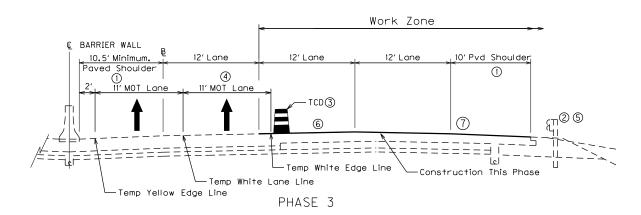
NOTE:

Phases IB And 2 Are Only For Pavement Repairs As Shown On The "Pavement Lane Repair Detail" Sheet and Pavement Joint Repairs As Shown On The "Pavement Joint Repair Detail" Sheet. Any Work Shown In The Proposal For Areas Outside Of The Shoulders May Also Be Performed In Phases IB And 2. The Milling And Overlay Work Shown On The Typical Sections Is To Be Performed In Phases 3 And 4.

- ① Mill 4' Of The Inside Shoulder From The Edge Of The Inside Lane To Remove The Rumble Strip. Milling Depth Estimated At 1.25". Refill Milled Strip With CL3 Asph Surf 0.38D PG64-22. See The Pavement Area And Pavement Summary Sheets For Estimated Quantity Of Milling And Asphalt Surface.
- ② The Width Of The Existing Paved Shoulder May Vary Slightly.
- (3) See The Guardrail Summary For Locations Of Guardrail Replacement.
- ④ TCDs Shall Be Shifted To Allow Adequate Space To Perform Pavement Repairs And Paving Operations.
- ⑤ This Lane May Be Closed From 9 PM (11 PM On Sundays) to 7 AM Each Night.
- 6 Guardrail Replacement, Eroded Slope Repairs, And Any Work Outside Of The Paved Shoulder Can Be Completed In This Phase.
- Make All Lane And Joint Pavement Repairs For This Lane In This Phase During Nighttime Closures.

STA 241 + 00 TO STA 265 + 00.6





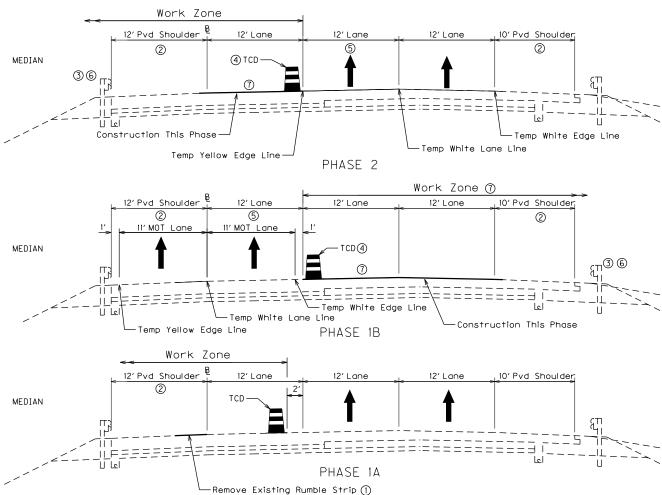
NOTE:

Phases 3 And 4 Are Not To Begin Until The Pavement Lane Repairs, And Pavement Joint Repairs In Phases 1B And 2 Have Been Completed And The Repaired Areas Have Been Open To Traffic For A Minimum of 7 Days.

Phases 3 And 4 Are For The Milling And Overlay Work Shown On The Typical Sections And Completion Of All Work Outside Of The Shoulders.

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- (5) Guardrail Replacement, Eroded Slope Repairs, And Any Other Work Outside The Paved Shoulder Must Be Completed In This Phase.
- Perform The Milling And Overlay Work In This Lane In This Phase During Night+time Closures.
- ⑦ Do Not Install Rumble Strips Until There Will Be No Future Need To Use The Shoulder For Maintenance Of Traffic.

STA 265 + 00.6 TO STA 575 + 40.6

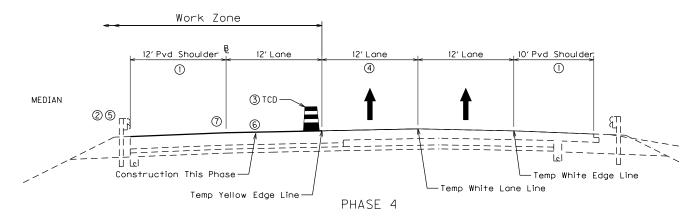


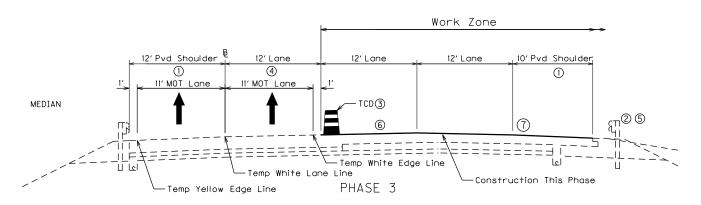
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- (6) Guardrail Replacement, Eroded Slope Repairs, And Any Work Outside Of The Paved Shoulder Can Be Completed In This Phase.
- Make All Lane And Joint Pavement Repairs For This Lane In This Phase During Nighttime Closures.

STA 265 + 00.6 TO STA 405 + 75 STA 413 + 50 TO STA 575 + 40.6





NOTE:

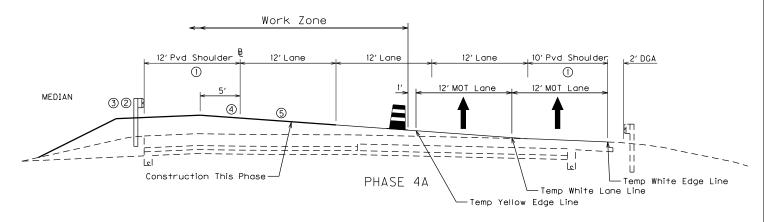
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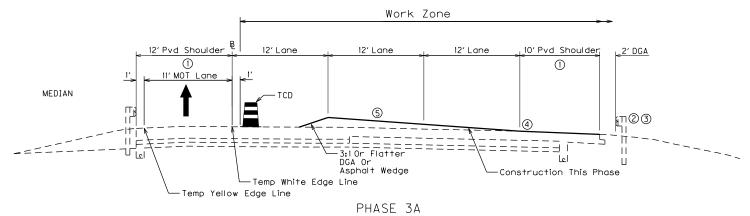
Phases 3 And 4 Are For The Milling And Overlay Work Shown On The Typical Sections And Completion Of All Work Outside Of The Shoulders.

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- (5) Guardrail Replacement, Eroded Slope Repairs, And Any Work Outside Of The Paved Shoulder Must Be Completed In This Phase.
- © Perform The Milling And Overlay Work In This Lane In This Phase During Nighttime Closures.
- (7) Do Not Install Rumble Strips Until There Will Be No Future Need To Use The Shoulder For Maintenance Of Traffic.

MAINTENANCE OF TRAFFIC TYPICAL SECTIONS NORTHBOUND I-75 CROSS SLOPE CORRECTION

STA 405 + 75 TO STA 413 + 50



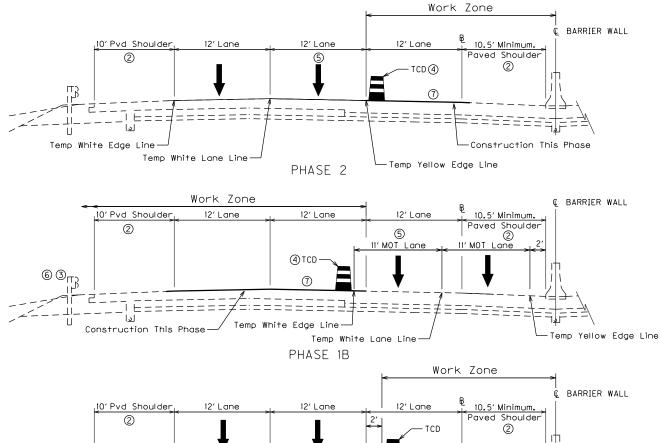


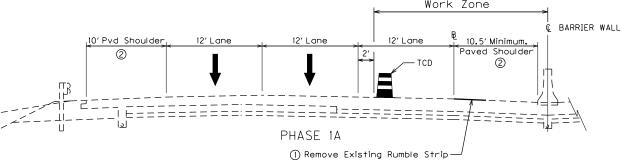
NOTE:

Phases 3A And 4A Are For the Placement of Additional Asphalt on The Existing Pavement to Correct the Cross Slope on the Northbound Roadway From Sta. 405+75 to Sta. 413+50. Phase 3A is Not To Begin Until Phase 3 in the Northbound Direction is Nearing Completion so Traffic Can be Shifted to the Outside to Begin Phases 4 and 4A When Phase 3A is Completed. The Contractor will be Allowed to Reduce I-75 Northbound Traffic to One Lane Through the Cross Slope Correction Area From 11 PM On a Sunday Night Until 7 AM the Following Thursday Morning, a Total of 80 Hours, to Complete Phase 3A Work. Traffic Will Then Have to be Shifted to The Outside Northbound and Phase 4 and 4A Began Because There Will Not be Enough Width Left on the Inside to Maintain Two Lanes of Traffic Through the Cross Slope Correction Area.

- 1 The Width Of The Existing Paved Shoulder May Vary Slightly.
- ② See The Guardrail Summary For Locations Of Guardrail Replacement.
- 3 Guardrail Replacement, Eroded Slope Repairs, And Any Work Outside Of The Paved Shoulder Must Be Completed In This Phase.
- ④ Do Not Install Rumble Strips Until There Will Be No Future Need To Use The Shoulder For Maintenance Of Traffic.
- (5) See The Cross Sections For Cross Slopes.

STA 238 + 25 TO STA 264 + 92.8 & STA 571 + 65.1 TO STA 575 + 41.5



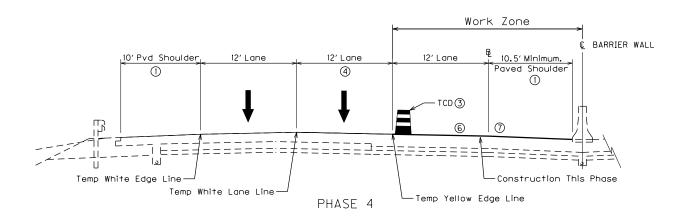


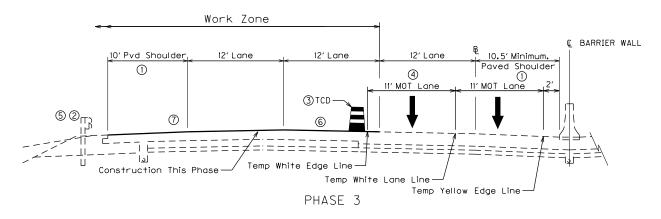
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- (1) Mill 4' Of The Inside Shoulder From The Edge Of The Inside Lane To Remove The Rumble Strip. Milling Depth Estimated At 1.25''. Refill Milled Strip With CL3 Asph Surf 0.38D PG64-22. See The Pavement Area And Pavement Summary Sheets For Estimated Quantity Of Milling And Asphalt Surface.
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STA 238 + 25 TO STA 264 + 92.8 & STA 571 + 65.1 TO STA 575 + 41.5





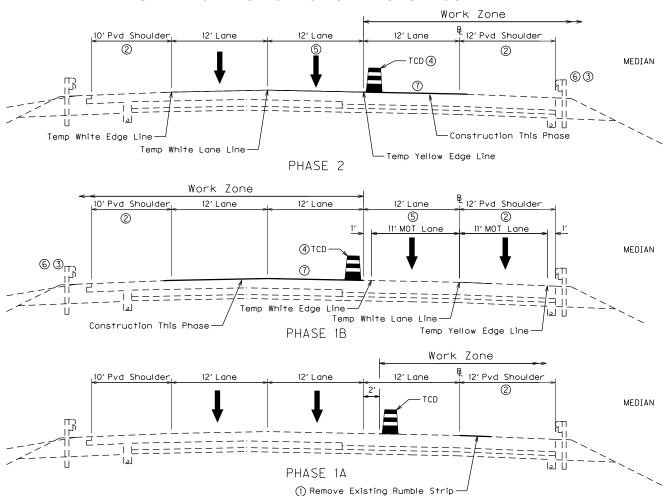
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- © Perform The Milling And Overlay Work In This Lane In This Phase During Night+ime Closures.
- ⑦ Do Not Install Rumble Strips Until There Will Be No Future Need To Use The Shoulder For Maintenance Of Traffic.

STA 264 + 92.8 TO STA 575 + 65.1

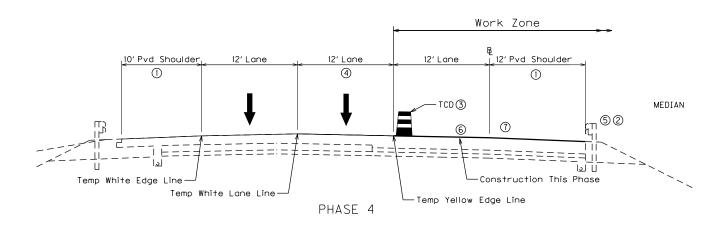


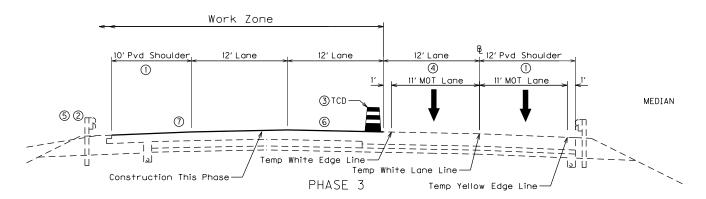
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- Make All Lane And Joint Pavement Repairs For This Lane In This Phase During Nighttime Closures.

STA 264 + 92.8 TO STA 575 + 65.1





NOTE:

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- Perform The Milling And Overlay Work In This Lane In This Phase During Night+time Closures.
- ⑦ Do Not Install Rumble Strips Until There Will Be No Future Need To Use The Shoulder For Maintenance Of Traffic.

SPECIAL NOTES APPLICABLE TO I-75 REHABILITATION PROJECT GRANT COUNTY ITEM NO. 6-20024.00

- FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
- BEFORE YOU DIG
- PAVER MOUNTED TEMPERATURE PROFILES
- 11N LONGITUDINAL PAVEMENT JOINT ADHESIVE
- 1I PORTABLE CHANGEABLE MESSAGE SIGNS
- ASPHALT MILLING AND TEXTURING
- GEOCOMPOSITE REINFORCEMENT FOR ASPHALT
- EXPERIMENTAL KYCT AND HAMBURG TESTING
- PORTABLE QUEUE WARNING ALERT SYSTEM
- TRAFFIC QUEUE PROTECTION VEHICLE
- WASTE AND BORROW SITES
- TYPICAL SECTION DIMENSIONS
- GENERAL NOTE 444: ASPHALT PAVEMENT RIDE QUALITY
- GENERAL NOTE 447: COMPACTION OF ASPHALT MIXTURES
- GUARDRAIL DELIVERY VERIFICATION SHEET

OTHER SPECIAL NOTES MAY APPLY.

Special Note for Fixed Completion Date And Liquidated Damages I-75 Rehabilitation Project Grant County Item No. 6-20024.00

This project will have an intermediate completion date of **November 15**, **2022** for completion all pavement lane repairs and pavement joint repairs and fixed completion date of **June 15**, **2023** for all other work associated with this project.

Liquidated damages per the 2019 edition of the Standard Specifications for Road and Bridge Construction will be charged for each calendar day for any pavement lane repairs or pavement joint repairs completed after **November 15**, 2022 or for any other work completed after **June 15**, 2023.

A disincentive of \$5,000.00 per hour or portion thereof, will be assessed for any hour or portion of an hour that a lane closure remains in place during times not allowed in the Traffic Control Plan.

Contrary to Section 108.09 of the Standard Specifications, the disincentive fee will be charged during those periods when seasonal limitations of the Contract prohibit the Contractor from working on a controlling item or operation. This includes the months of December through March.

All liquidated damages will be applied cumulatively.

All other applicable portions of Section 108 apply.

Special Note for Before You Dig

I-75 Rehabilitation Project Grant County Item No. 6-20024.00

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

Special Note for Asphalt Milling And Texturing

I-75 Rehabilitation Project Grant County Item No. 6-20024.00

Do not allow public traffic to drive on the milled surface.

The Contractor will take possession and dispose of all millings at a location off the right of way.

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

July 19, 2019

SPECIAL NOTE FOR GEOCOMPOSITE REINFORCEMENT FOR ASPHALT

This Special Note will apply where indicated on the plans or in the proposal. Section references herein are to the Department's 2019 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. This specification covers geocomposites used as an interlayer in asphalt pavements.

2.0 MATERIALS AND EQUIPMENT.

- **2.1 Geocomposite.** The geocomposite shall consist of a geogrid component with a non-woven geotextile (paving fabric) backing. Furnish fiberglass-reinforced or polyester geogrid coated with an elastomeric polymer. Ensure the geogrid forms a stable network such that the ribs, filaments, or yarns retain their dimensional stability, including selvages. Furnish geogrid with a non-woven paving fabric backing composed of long chain synthetic polymers that are 95 percent by weight polyolefins or polyesters.
 - A) Physical Requirements. Furnish the specified geogrid type conforming to the Physical Requirements Table and ASTM D 4759. Ensure that each geogrid shipment is accompanied by a manufacturer's certification listing minimum average roll specification values (MARV) of each lot number for those properties listed in the table below. Furnish geogrid with a non-woven geotextile backing that conforms to AASHTO M288 Type II paving fabric with the exception of mass per unit area. Products that meet all Type II requirements except mass per unit area will be acceptable.

PROPERTY	TEST METHOD	SPECIFICATION	
Geogrid Tensile Strength,	ASTM D6637 Test	560	
lb/in (min.)	Method A		
Geogrid Elongation, % (max.)	ASTM D6637	< 3	
Melting Point of Paving Fabric	ACTNA D 276	320	
Component, °F (min.)	ASTM D 276		
Grid Size, inch (min/max)	Calipered	0.5/1.25	

B) Packaging, Shipment, and Storage. Ensure that each roll is labeled with the manufacturer's name, product type, style number, lot number, roll number, manufactured date, roll dimensions, chemical composition, and applicable physical properties. Protect the geocomposite from direct sunlight, ultraviolet rays, flames, aggressive chemicals, mud, dirt, dust, and debris during all periods of shipment and storage. Keep geocomposite dry until installation, and do not store directly on the ground.

July 19, 2019

2.2 Asphalt Distributor. Conform to 406.02.05.

2.3 Rolling Equipment. Use pneumatic-tired rollers that weigh at least 12 tons and have 7 to 9 tires capable of inflation pressures up to 125 psi. Maintain an inflation pressure in all tires within \pm 5 psi of the manufacturer's recommended pressure. Arrange the tires so that the gap between the tires of the front axle is covered by the tires of the rear axle. Mount wheels to provide equal contact pressure under each wheel. Use a tire tread that is satisfactory to the Engineer. Maintain tire size and inflation pressure such that the contact pressure is at least 80 psi.

3.0 CONSTRUCTION.

- **3.1 Geocomposite Representative.** Ensure that a representative of the geocomposite manufacturer is on the project when work begins, and remains on call as the project progresses, to advise the Engineer.
- **3.2 Weather Restrictions.** Do not place the geocomposite when weather conditions, in the opinion of the Engineer, are not suitable. Ensure the air and pavement temperatures are sufficient to allow the tack coat to hold the geocomposite in place. Specifically, ensure the temperature is at least 50 °F and rising.
- **3.3 Surface Preparation.** Perform any needed base repairs and repair all potholes, cracks greater the 1/4 inch, and any badly damaged or rough pavement, which may require milling or placement of leveling, course. Ensure the surface is dry, clean, dust-free, and between 40 and 140 °F. Unless the geocomposite is precoated with an adhesive, apply tack according to the manufacturer's recommendations. This tack coat will not be measured for payment and will be considered incidental to the geocomposite. Distributor truck must be calibrated to supply the tack at the manufacturer's recommended rate before the job begins and this calibration is to be witnessed by the representative of the geocomposite manufacturer on the project. No work to install the geocomposite shall take place unless a representative from the geocomposite manufacture is on site.
- **3.4 Geocomposite Placement.** Place the geocomposite while the tack coat is still tacky/broken. Keep the material flat and wrinkle free throughout the installation. Roll the geocomposite until the adhesive is activated or the geocomposite is seated in the tack coat. Clean the roller with an asphalt release agent. Brooming may be required. On sharp curves, cut the edges and fold the geocomposite over in the direction of the placement of the asphalt overlay. Overlap side joints by one to 2 inches. Overlap all end-of-roll joints by 3 to 6 inches. Ensure that the overlaps are shingled in the direction of paving.
- **3.5 Asphalt Placement.** Place the asphalt overlay at a minimum 2-inch compacted thickness. Pave over the geocomposite on the same day of its placement. Except for paving equipment and vehicles, allow no traffic on the grid. Do not place tack coat on top of the interlayer grid.
- **3.6 Geocomposite Repair.** Repair any visible distress that occurs due to movement of the geocomposite immediately after rolling. For small areas, remove the asphalt

July 19, 2019

mixture from the affected area; replace the geocomposite in its original position, and replace, level, and compact the asphalt mixture. Cut the geocomposite if necessary for it to lie flat.

- **3.7 Sampling and Testing.** The Department will sample the geocomposite at the project site according to ASTM D 4354 and KM 64-113 at a frequency the Engineer determines. The Department will test the geocomposite for all properties possible given the testing equipment availability. When the Department determines that an individual sample fails to meet any specification requirement, the Department will reject that roll and sample two additional rolls from the same lot. When the Department determines that either of these two additional samples fails to comply with any part of the specification, the Department will reject the entire quantity of rolls represented by that sample.
- **4.0 MEASUREMENT.** The Department will measure the quantity of geocomposite in square yards. The Department will not measure geocomposite when the contract indicates that the geocomposite are incidental to the work being performed or when no separate bid item for geocomposite is listed in the proposal. The Department will not measure providing the geocomposite manufacturer's representative for payment and will consider it incidental to the geocomposite. Tack coat, applied per the geocomposite manufacturer's recommendations, will not be paid and will be considered incidental to the geocomposite.
- **5.0 PAYMENT.** The Department will make payment for the installed and accepted quantities under the following:

CodePay ItemPay Unit25010ECGeocomposite Reinforcement for AsphaltSquare Yard

Special Note for Typical Section Dimensions

I-75 Rehabilitation Project Grant County Item No. 6-20024.00

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

SPECIAL PROVISION FOR WASTE AND BORROW SITES

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites 01/02/2012

Rev 7/2021

Special Note for Traffic Queue Protection Vehicle

- **1.0 DESCRIPTION**. Furnish, Operate, and Maintain Traffic Queue Protection Vehicle at locations and times described herein. The Queue Protection Vehicle is expected to alert motorists (inside and outside of project limits) of all stopped traffic caused by construction activities or incidents within the project limits.
- **2.0 MATERIALS.** The contractor shall provide a minimum of one (1) queue protection vehicle for each traveling direction where traffic flow is reduced or modified in a manner where a queue could occur. One (1) additional queue protection vehicle shall be onsite in reserve. The Traffic Queue Protection Vehicle must fulfill the following minimum requirements:
 - 1. A truck mounted attenuators that meets or exceeds NCHRP TL-3 requirements.
 - 2. Four (4) round yellow strobe lights (with auto-dimmers) positioned rear facing
 - Two (2) mounted under rear bumper
 - Two (2) mounted at cab level
 - Visibility of strobe lights can not be deterred by attenuator
 - **3.** One (1) standard cab mounted light bar.
 - **4.** A truck mounted message board with a minimum of 3 Lines and 8 Characters per line.
 - **5.** Four Hour National Traffic Incident Management (TIM) Responder Training for Queue Truck Operators.
- **3.0. CONSTRUCTION.** A queue will be defined as anytime that traffic traveling through the project is reduced to a speed of twenty (20) miles per hour or less. The following procedures will be followed when a traffic queue occurs until free flow traffic conditions are present:
 - The queue protection vehicle shall be positioned no further than ½ mile upstream from the back of the slow moving traffic.
 - The queue protection vehicle shall be positioned on the shoulder and clear of the traveled way so as not to impede traffic.
 - The queue protection vehicle shall relocate as needed to maintain approximately ½ mile distance from the back of the slow moving traffic.
 - The 2nd queue protection vehicle shall be held in reserve, on site, and support the primary vehicle if conditions prevent repositioning by reverse. This vehicle shall not be paid for idle time.
 - Queue Protection Vehicles shall be kept in project limits during planned lane closures and other project activities expected to cause a queue. One Queue Protection Vehicle shall remain on the project at all times available to respond to incidents within the project limits in a timely manner.
 - Queue length estimates and traffic conditions shall be reported to the KYTC project engineer or designee at the following periods:
 - 1. At 30 minute intervals
 - 2. At significant changes
 - When free flow traffic is achieved
 - The KYTC project engineer or designee will document all daily queue reports and provide these logs to the Director of Maintenance and Director of Construction at the end of each month.

The Queue Protection Vehicle shall be mobilized by the Project Engineer or designee for planned construction activities. For unplanned incidents mobilization should be initiated by the first person (KYTC's or Contractor's project staff) receiving notification of the queue.

4. MEASUREMENT.

4.01 Queue Protection Vehicle. The Department will measure the time from when the vehicle is in position protecting the queue until either free flow traffic is achieved or the vehicle is no longer protecting the queue, whichever occurs first. Idle time will not be paid. The Department will not measure mobilization, removal, maintenance, labor, fuel, or any additional items but will consider them all incidental to this item of work.

4.02 Furnish Queue Protection Vehicles. The Department will measure the quantity by each month the Engineer requires to have the Contractor furnish vehicles as defined in '2.0 Materials' of this Special Note. The Department will not measure mobilization, removal, labor, fuel, or any additional items but will consider them all incidental to this item of work. Partial Months will be calculated as shown in the table below.

Partia	l Month	Pay	/ment	Sche	dule
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Days	Increment
0-7 days	0.25
8-14 days	0.50
15-21 days	0.75
22-31 days	1.00

5. PAYMENT.

<u>Code</u>	Pay Item	<u>Pay Unit</u>
25075EC	Queue Protection Vehicle	Hour
25117EC	Furnish Queue Protection Vehicles	Month

Rev 8/2021

Special Note for Portable Queue Warning Alert System

1.0 Description

This item shall consist of furnishing, installing, relocating, operating, servicing, and removing various components of a portable, quickly deployable, real-time automated ITS queue warning alert system (PQWAS), in accordance with the standard specifications and this special provision. The Contractor shall also provide the maintenance of the complete system for the duration of the project or as directed by the Project Engineer. The Department is willing to look at different technologies (i.e. allow the use of crowd sourcing data to be used in lieu of the portable radar sensors). Any changes to the below requirements must be submitted and approved by the Engineer.

2.0 Materials

Materials shall be in accordance as follows:

All materials used shall meet the manufacturer's specifications and recommendations.

All PQWAS materials installed on the project shall be provided by the Contractor in excellent quality condition, shall be corrosion resistant and in strict accordance with all of the details shown within Contractor's Plans approved by KYTC. The Contractor shall maintain an adequate inventory of parts and replacement units to support maintenance and repair of the PQWAS. Pre-deployment is a condition of the system's acceptance and is based on the successful performance demonstration for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

The Contractor shall maintain this system and shall be locally available to service and maintain system components, move portable devices as necessary and respond to emergency situations. The Contractor has oversight responsibility for directing placement of devices in the project area. The Contractor is to be accessible seven (7) days a week and twenty-four (24) hours a day while the system is deployed. The Contractor shall provide contact information for the system's coordinator and others responsible for maintenance of the system prior to installation of the system. Furnish a System Coordinator for monitoring the PQWAS throughout all periods of deployment.

A. General Capabilities and Performance Requirements

- 1. Overall PQWAS capabilities and performance requirements include the following:
- a. Furnish a system capable of providing advance traffic information to motorists when there is a queueing of traffic due to congestion resulting from lane reductions, emergency events or other conditions. The condition-responsive notification to the motorist occurs with the use of Portable Changeable Message Signs (PCMS) in accordance to the below capabilities and performance requirements, activated through real-time traffic data collected downstream of the PCMS locations. This equipment must

be a packaged system, pre-programmed and operates as a stand-alone PQWAS meeting this specification. Conditions might exist that require relocation of the portable sensors at any given time, the sensors shall be portable and shall not require re-calibration in the field for fast deployments. Due to the potential need to replace damaged sensors or to change the position of one or more sensors at any given time, sensors must be interchangeable and relocatable by an unskilled laborer. The system must continue to function if as many as half the sensors fail to function.

- b. Provide a PQWAS that consists of the following field equipment: portable radar sensors and portable changeable message signs (PCMS). Provide a system capable of withstanding inclement weather conditions while continuing to provide adequate battery power. The portable radar sensor battery, in a stand-alone state and without a solar panel for recharging, shall be capable of keeping power and capable of sending data for (10) consecutive days or longer. The system shall notify drivers of real-time queue events via specifically placed PCMS units up stream of the work zone. All predetermined/preprogrammed messages are to be approved by KYTC. The number and location of portable radar sensors and PCMS units shall be as directed by the Project Engineer. The decision to deploy or relocate field equipment is made by the Project Engineer and instrumented through the System Coordinator. The decision for equipment removal is made by the Project Engineer after work is complete. The sensors and PCMS units shall be identifiable via global positioning system (GPS) and shall contain an accelerometer to detect and alert of unauthorized movement.
- c. The portable radar sensor shall be capable of collecting traffic speed data. The processed data is used to remotely control PCMS units to display user definable, Engineer approved and locally stored messages. The message trigger state thresholds for slow and stopped speeds shall be user configurable and revisable in less than {1) hour from the Project Engineer's request. Weekly Traffic Data Reports shall be presented to the Project Engineer and shall include speed data per sensor location, travel times, and queue lengths in graphical and numerical formats. In the event the Project Engineer requires a report, other than a weekly report, for any reason; then the Contractor shall provide report within (48) hours of request. Unlimited data reports shall be included within price of system. Sensors shall require no calibration adjustments in the field. Sensor should begin transmitting data within (30) seconds of being turned on. Satellite (SAT) communications will be required when cellular service does not provide continuous communications. Contractor shall identify the most trustworthy cellular provider within the project area.
- d. Data shall be accessible through a website and the Contractor shall provide a username and password for protection. The website shall be accessible seven (7) days a week and twenty four (24) hours a day. The website shall provide historical & real-time data in graphical and numerical formats and shall have the capability of being integrated within the Department's Traffic Management Center (if requested). The website should be compatible to most hand held devices. Data shall be saved on the manufacturer's network for up to (5) years from the deployment date of system and shall be provided at the request

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of the Department at any time within the (5) year window. The use of the website shall be included within the price of system.

- e. Warning Alerts: queue events, low battery voltage warnings, sensor movement alerts, high and low speed alerts shall be provided via cellular text messaging and/or via email messaging at the request of select Contractor personnel and KYTC officials.
- f. The PQWAS system shall have the capabilities to provide alternate route messaging on specifically placed portable changeable message units and/or fixed Variable Message Systems (VMS). The intent of this service is to provide alternate route messaging to motorists before entering the project limits from all directions and giving them appropriate time to adjust their routes. Alternative routes shall be predefined and approved by KYTC. Additional PCMS units may be required for alternate route messaging and will be as per Section 5.0 of this note. KYTC's Traffic Management Center will provide detour messages via fixed VMS units during the term of the project.

B. Portable Radar Sensor Capabilities and Performance Requirements

The PQWAS shall include portable radar sensors (PRD) to monitor and detect queue events.

- 1. The Radar Sensor shall be FHWA accepted to meet NCHRP 350 test requirements
- 2. The Radar Sensor shall be locatable at all times via an internal Global Positioning System (GPS) and shall be capable of Cellular or SAT Communications.
- 3. The Radar Sensor shall have a dry-cell battery capable of powering the system for (10) consecutive days or longer
- 4. The Radar sensor shall be K-Band technology and have a line of sight up to 200 linear feet without obstruction
- 5. The Radar sensor shall have the ability to be charged in the field through adaptable solar recharging technology in the case the sensor is utilized for more than 10 consecutive days

C. PCMS Capabilities and Performance Requirements

The PQWAS shall include portable changeable message signs (PCMS) designated to relay automated messaging of queue events, alternate route messages, and caution for the work area defined by the project limits. PCMS placements shall meet the requirements set forth by the Cabinet in each direction of the National Highway System (NHS).

- 1. The PCMS unit shall be a Full Matrix 24 rows x 50 columns and shall be capable of l line, 2line or 3 line messages
- 2. The PCMS unit shall be legible from a distance over twelve hundred feet (1200')
- 3. The height and size of characters shall be 18" to 58"
- 4. The PCMS shall be capable of storing up to 199 pre-programmed messages and up to 199 user-defined messages
- 5. The PCMS shall have a weather tight control cabinet with back lit LCD handheld controller.
- 6. The PCMS shall utilize a hydraulic lift to raise the unit to display height
- 7. The PCMS unit shall include solar recharging ports to allow for recharging of the portable radar sensors when they are not deployed.
- 8. The PCMS shall be NTCIP compliant and shall have an active Modem with active cellular service.

- 9. The user shall have the ability to communicate and override the PCMS remotely in the event of an emergency, Amber Alert, etc.
- 10. The PCMS unit shall have a docking station to include safety rails that allow a commercial safety strap to tie down the portable radar sensors while in transport. The docking station shall hold-up to (4) sensors safely and securely at all times

3.0 Construction Requirements

All communication costs include cellular telephone services, FCC licensing, wireless data networks, satellite and internet subscription charges, and battery charging and maintenance. Additional to these requirements, the Contractor shall assume all responsibility for any and all damaged equipment due to crashes, vandalism, and adverse weather that may occur during the contract period.

The PQWAS shall operate continuously (24 hours/ 7 Days) when deployed on the project. The system is in a constant "data collection" mode when deployed. The Contractor shall provide technical support for the PQWAS for all periods of operation.

In the event communication is lost with any component of the PQWAS, provide a means and staff to manually program a PCMS message. If communication is lost for more the 10 consecutive minutes, the system shall revert to a fail-safe ROADWORK/# MILES/AHEAD message displayed on the PCMS units until communication is restored.

System Operator, local control function and remote management operation must be password protected.

The PQWAS shall be capable of acquiring traffic information and selecting messages automatically without operator intervention after system utilization. The lag time between changes in threshold ranges and the posting of the appropriate PCMS message(s) shall be no greater than (60) seconds. The system operation and accuracy must not be appreciably degraded by inclement weather or degraded visibility conditions including precipitation, fog, darkness, excessive dust, and road debris.

The system shall be capable of storing ad-hoc messages created by the System Coordinator and logging this action when overriding any default or automatic advisory message.

The PQWAS communication system shall incorporate an error detection/correction mechanism to insure the integrity of all traffic conditions data and motorists information messages. Any required configuration of the PQWAS communication system shall be performed automatically during system initialization.

The system's acceptance is based on the successful performance demonstration of PQWAS for a (5) day continuous period in accordance to this specification and as set forth in the plans. Ensure compliance to all FCC and Department specifications.

4.0 Equipment Maintenance.

Maintain system components in good working condition at all times. Repair or replace damaged or malfunctioning components, at no cost to the Department, as soon as possible and within (12) hours of notification by the Engineer. Periodically clean PCMS units if necessary.

5.0 Measurement. The Department will measure each item below in Months. For partial months the Department will pay in 0.25 increments based on the number of calendar days in the below table.

Partial Month	Payment	Schedule
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Days	Increment
0-7 days	0.25
8-14 days	0.50
15-21 days	0.75
22-31 days	1.00

- **5.1 Portable Queue Warning Alert System** includes cellular (SAT communications will be required if cellular is not available), all supporting field equipment, website, and unlimited data reports accessible by the Engineer. It will be measured by the number of months authorized by the Engineer for use on the project.
- **5.2 Queue Warning PCMS** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project.
- **5.3 Queue Warning Portable Radar Sensors** will be measured by each individual unit multiplied by the number of months authorized by the Engineer for use on the project. Queue Warning Portable Radar Sensors will not be measured for payment if the Contractor utilizes a system operating on crowd sourcing data. Crowd sourcing data systems will only be allowed as approved by the engineer and will be considered incidental to Portable Queue Warning Alert System.

6.0 Payment.

<u>Code</u>	Pay Item	Pay Unit
26136EC	Portable Queue Warning Alert System	Month
26137EC	Queue Warning PCMS	Month
26138EC	Queue Warning Portable Radar Sensors	Month

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SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES

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

- **1.0 DESCRIPTION.** Provide a paver mounted infrared temperature equipment to continually monitor the temperature of the asphalt mat immediately behind all paver(s) during the placement operations for all mainline pavements (including ramps for Interstates and Parkways) within the project limits. Provide thermal profiles that include material temperature and measurement locations.
- 2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02 Utilize a thermal equipment supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verification, and data management and processing as needed during the Project to maintain equipment within specifications and requirements.

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

- (A) A device with one or more infrared sensors that is capable of measuring in at least 1 foot intervals across the paving width, with a minimum width of 12 feet, or extending to the recording limits of the equipment, whichever is greater. A **Maximum of two (2)** brackets are allowed in the influence area under the sensors. A temperature profile must be made on at least 1 foot intervals longitudinally down the road:
- (B) Infrared sensor(s):
 - (1) Measuring from 32°F to 400°F with an accuracy of \pm 2.0% of the sensor reading.
- (C) Ability to measure the following:
- (1) The placement distance using a Global Positioning System (GPS) or a Distance Measuring Instrument (DMI) and a Global Positioning System (GPS).
 - (2) Stationing
- (D) GPS: Accuracy ± 4 feet in the X and Y Direction
- (E) Latest version of software to collect, display, retain and analyze the mat temperature readings during placement. The software must have the ability to create and analyze:
 - (1) Full collected width of the thermal profiles,
 - (2) Paver speed and
 - (3) Paver stops and duration for the entire Project.
- (F) Ability to export data automatically to a remote data server ("the cloud").

At the preconstruction meeting, provide the Cabinet with rights to allow for web access to the data file location. Access to the data is not to be hindered in any way. The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the thermal profile bid item. The Cabinet is to have access to all data as it is being collected. If a third party is used for collecting and distributing the data the Cabinet is to have the same access rights and time as the Contractor.

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

- (G) The thermal profile data files must provide the following data in a neat easy to read table format.
 - (1) Project information including Road Name and Number, PCN, Beginning and Ending MPs.
 - (2) IR Bar Manufacturer and Model number
 - (3) Number of Temperature Sensors (N)
 - (4) Spacing between sensors and height of sensors above the asphalt mat
 - (5) Total number of individual records taken each day (DATA BLOCK)

- (a) Date and Time reading taken
- (b) Latitude and Longitude
- (c) Distance paver has moved from last test location
- (d) Direction and speed of the paver
- (e) Surface temperature of each of the sensors
- 3.0 CONSTRUCTION. Provide the Engineer with all required documentation at the pre-construction conference.
 - (A) Install and operate equipment in accordance with the manufacturer's specifications.
 - (B) Verify that the temperature sensors are within \pm 2.0% using an independent temperature device on a material of known temperature. Collect and compare the GPS coordinates from the equipment with an independent measuring device.
 - (1) Ensure the independent survey grade GPS measurement device is calibrated to the correct coordinate system (using a control point), prior to using these coordinates to validate the equipment GPS.
 - (2) The comparison is considered acceptable if the coordinates are within 4 feet of each other in the X and Y direction.
 - (C) Collect thermal profiles on all Driving Lanes during the paving operation and transfer the data to the "cloud" network or if automatic data transmission is not available, transfer the data to the Engineer at the end of daily paving.
 - (D) Contact the Department immediately when System Failure occurs. Daily Percent Coverage will be considered zero when the repairs are not completed within two (2) working days of System Failure. The start of this two (2) working day period begins the next working day after System Failure.
 - (E) Evaluate thermal profile segments, every 150 feet, and summarize the segregation of temperature results. Results are to be labeled as Minimal 0°-25°F, Moderate 25.1°-50°F and Severe >50°. Severe readings over 3 consecutive segments or over 4 or more segments in a day warrant investigation on the cause of the differential temperature distribution.
- **4.0 MEASUREMENT.** The Department will measure the total area of the pavement lanes mapped by the infrared scanners. Full payment will be provided for all lanes with greater than 85% coverage. Partial payment will be made for all areas covered from 50% coverage to 85% coverage at the following rate Coverage area percentage X Total bid amount. And area with less than 50% coverage will not be measured for payment.
- **5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:
 - 1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
 - 2. Delays due to GPS satellite reception of signals or equipment breakdowns will not be considered justification for contract modifications or contract extensions.

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

SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

1.0 General

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

2.0 Equipment

- **2.1 KYCT Testing Equipment.** The Department will require a Marshall Test Press with digital recordation capabilities. Other CT testing equipment may be used for testing with prior approval by the Department.
- **2.2 Water Baths.** One or more water baths will be required that can maintain a temperature of 77° +/- 1.8° F with a digital thermometer showing the water bath temperature. Also, one water bath shall have the ability to suspend gyratory specimen fully submerged in water in accordance with AASHTO T-166, current edition.
- **2.3** Hamburg Wheel Track Testing. The department encourages the use of the PTI APA/Hamburg Jr. test equipment to perform the loaded wheel testing. The Department will allow different equipment for the Hamburg testing, but the testing device must be approved by the Department prior to testing.
- **2.4 Gyratory Molds.** Gyratory molds will be required to assist in the production of gyratory specimens in accordance with AASHTO T-312, current edition.
- **2.5 Ovens.** Adequate (minimum of two ovens) will be required to accommodate the additional molds and asphalt mixture necessary to perform the acceptance testing as outlined in Section 402 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.
- **2.6 Department Equipment.** The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered. Hamburg test specimens will be submitted to the Division of Materials for testing on the PTI APA/Hamburg Jr if the asphalt contractor or district materials office does not have an approved Hamburg testing device.

3.0 Testing Requirements

- **3.1 Acceptance Testing.** Perform all acceptance testing and aggregate gradation as according with Section 402 and Section 403 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.
- **3.2 KYCT Testing.** Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the mix design phase and during the plant production of all surface mixtures. For mix design approvals, submit KYCT results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for verification.

- **3.2.1 KYCT Frequency.** Obtain an adequate sample of hot mix asphalt to ensure the acceptance testing, gradation, and KYCT gyratory samples can be fabricated and is representative of the bituminous mixture. Acceptance specimens shall be fabricated first, then immediately after, fabricate the KYCT samples with the gyratory compactor in accordance with Section 2.4 of this Special Note. Analysis of the KYCT specimens and gradation will be required one per sublot produced from the same asphalt material and at the same time as the acceptance specimen is sampled and tested.
- **3.2.2 Number of Specimens and Conditioning.** Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance with KM 64-411. KYCT mix design specimens shall be short-term conditioned uncovered for four hours at compaction temperature in accordance with KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411. Additionally, fabricated specimens shall be allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes and conditioned in a 77 °F water bath for 30 minutes +/- 5 minutes. To ensure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is prohibited.
- **3.2.3 Record Times.** For each sublot, record the time required between drying aggregates in the plant to KYCT specimen fabrication. The production time may vary due to the time that the bituminous material is held in the silo. Record the preconditioning time when the time exceeds the one-hour specimen cool down time as required in accordance with The Kentucky Method for KYCT Index Testing. The preconditioning time may exceed an hour if the technician is unable to complete the test on the same day or within the specified times as outlined in The Kentucky Method for KYCT Index Testing. The production time and the preconditioning time shall be recorded on the AMAW.
- **3.2.4 File Name.** As according to section 7.12 of The Kentucky Method for KYCT Index Testing, save the filename with the following format: "CID_Approved Mix Number_Lot Number_Sublot Number_Date"
- **3.3 Hamburg Testing.** Perform the rut resistance analysis (Hamburg) in accordance with AASTHO T-324, not to exceed 20,000 passes for all bituminous mixtures during the mix design phase and production. For mix design approvals, submit Hamburg results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.
- **3.3.1 Hamburg Testing Frequency.** Perform testing and analysis per lot of material. The plant produced bituminous material sampled for the Hamburg test does not have to be obtained at the same time as the acceptance and KYCT sample. If the Hamburg test sample is not obtained at the same time as the KYCT sample, determine the Maximum Specific Gravity of the KYCT sample in accordance with AASHTO T-209 coinciding with the Hamburg specimens.
- **3.3.2 Record Times.** Record the production time as according to section 3.2.3 in this special note. Also record the time that the specimens were fabricated and the time the Hamburg testing was started. All times shall be recorded on the AMAW.

3.3.3 File Name. Save the Excel spreadsheet with the following file name; "Hamburg_CID_Approved Mix Number_Lot Number_Sublot Number_Date" and upload the file into the AMAW.

4.0 Data

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

5.0 Payment

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

June 15th, 2022

GRANT COUNTY
NHP<u>PIM 0756 (106)</u>



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

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RIGHT OF WAY CERTIFICATION

	Original		Re-Cert	ificatio	n	RIGHT C	F WAY CERTIFICAT	ION
	ITEM	#			COUNTY	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
6-20	024.00		G	Grant		FD52 041 00	75 145-152	NHPPIM 0756 (106)
PROJ	ECT DESCI	RIPTIO	N					
Addre	ess pavem	ent coi	ndition o	f 1-075	non-cardinal directio	n(s) from milepoi	nt 145.5 to milepoi	nt 152.122
X	No Additi	onal R	ight of W	/ay Req	uired			
Const	ruction will	be wit	hin the lin	nits of th	ne existing right of way.	The right of way w	as acquired in accord	lance to FHWA regulations
						isitions Policy Act o	of 1970, as amended.	No additional right of way or
reloca	ation assista				· ·	(Classis 4)		
الل					of Way Required and ol of access rights wher		agaired includir	ag logal and physical
			-	_	_	• •	•	re may be some improvements
-				-	-			s physical possession and the
	_	_	-			•		en paid or deposited with the
								ailable to displaced persons
adequ					ance with the provisions		NA directive.	
The si		•			of Way Required wit		- f i	+h
						_	• •	the proper execution of the on has not been obtained, but
		-		-		-		as physical possession and right
_	-					•		ne court for most parcels. Just
					be paid or deposited w			
	Condition	1 # 3 (<i>A</i>	Additiona	al Right	of Way Required wit	h Exception)		
	-	_	-	-	_	•	•	arcels still have occupants. All
					ent housing made availa			
-	_				-			·
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								
	-				all acquisitions, relocat	•		
					orce account construction		o a	, , , , , , , , , , , , , , , , , , ,
	lumber of Parc			0	EXCEPTION (S) Parcel #		PATED DATE OF POSSESSI	ON WITH EXPLANATION
Numbe	er of Parcels T	hat Have	Been Acqui	red				
Signed								
Signed	mnation ROE							
)	/ Comments	(Use Ad	dditional S	heet if ne	ecessary)			
LPA RW Project Manager		Right of Way Supervisor						
Print	ed Name					Printed Name	L	ynn Whalen
Sig	nature					Signature		
1	Date					Date		
		Righ	nt of Way	/ Direct	or		FHWA	
Print	ed Name					Printed Name		
Sig	nature					Signature		
1	Date					Date		

GRANT COUNTY Contract ID: 221033 NHP<u>PIM 0756 (106)</u> Page 120 of 168 TC 62-226 KENTUCKY TRANSPORTATION CABINET



Department of Highways **DIVISION OF RIGHT OF WAY & UTILITIES**

RIGHT OF WAY CERTIFICATION

Rev. 01/2016 Page 2 of 1

UTILITIES AND RAIL CERTIFICATION NOTE

Grant County NHPPIM 0756 (106) FD52 041 0075 145-152 Mile point: 145.651-152

I-75 Asphalt Thin mill and fill with some pavement repairs.

ITEM NUMBER: 06-20024.00

PROJECT NOTES ON UTILITIES

Utility coordination efforts determined that no utility owner relocation work is required to complete the project. Should utilities be found during construction, the Contractor is fully responsible for protection of those utilities.

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

There are overhead utility lines that cross over the project. None of these should be in conflict with the project.

The Contractor is fully responsible for protection of all utilities

TRUCK DRIVERS, HEAVY EQUIPMENT OPERATORS AND ALL OTHERS WORKING ON THIS PROJECT SHOULD BE VIGELENT IN KEEPING THEMSELVES AWARE OF THE PRESENCE OF OVERHEAD UTILITY LINES WHEN TRUCK BEDS ARE RAISED. TRUCK BEDS SHOULD BE LOWERED WHEN WORKING UNDER UTILITY LINES TO PREVENT SNAGGING OF OVERHEAD LINES. SNAGGING UTILITY LINES, ESPECIALLY ELECTRIC LINES, AND PULLING THEM DOWN CAN BE DANGEROUS.

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

Not Applicable

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

Not Applicable

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

UTILITIES AND RAIL CERTIFICATION NOTE

Grant County NHPPIM 0756 (106) FD52 041 0075 145-152 Mile point: 145.651-152

I-75 Asphalt Thin mill and fill with some pavement repairs.

ITEM NUMBER: 06-20024.00

Not Applicable

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

No Rail Involvement

AREA FACILITY OWNER CONTACT LIST

UTILITY CONTACT INFORMATION WILL BE PROVIDED AS NEEDED AT THE PRECONSTRUCTION MEETING OR DURING CONSTRUCTION.

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

Please Note: The information presented in this Utility Certification is informational and not guaranteed.

GRANT COUNTY NHPPIM 0756 (106)

GUARDRAIL DELIVERY VERIFICATION SHEET

Contract ID: 221033 Page 123 of 168

Contract Id:		Contractor:				
Section Engineer:		_ District & County:				
<u>DESCRIPTION</u>	<u>UNIT</u>	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD			
GUARDRAIL (Includes End treatments & crash cushions) STEEL POSTS	LF EACH					
STEEL BLOCKS	EACH					
WOOD OFFSET BLOCKS	EACH					
BACK UP PLATES	EACH					
CRASH CUSHION	EACH					
NUTS, BOLTS, WASHERS	BAG/BCKT					
DAMAGED RAIL TO MAINT. FACILI	TY LF					
DAMAGED POSTS TO MAINT. FACI	LITY EACH					
* <u>Required Signatures before</u>	: Leaving Proje	<u>ct Site</u>				
Printed Section Engineer's Re	epresentative_		& Date			
Signature Section Engineer's	Representative	e	_& Date			
Printed Contractor's Represe	entative		_& Date			
Signature Contractor's Repre	esentative		_& Date			
*Required Signatures after A	<u>Arrival at Baile</u>	y Bridge Yard (All material d	on truck must be counted & the			
<u>quantity received column co</u>						
Printed Bailey Bridge Yard Re	epresentative_		& Date			
Signature Bailey Bridge Yard	Representative	<u></u>	_& Date			
Printed Contractor's Represe	entative		_& Date			
Signature Contractor's Repre	esentative		_& Date			
•	ent will not be	made for guardrail removal	uantities shown in the Bailey Bridge until the guardrail verification sheets e Yard Representative.			

Completed Form Submitted to Section Engineer

Date: ______ By: _____

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

SUPPLEMENTAL SPECIFICATIONS

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

 $\underline{http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx}$

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SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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

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

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

2.3 Power.

- Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- **3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

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

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

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

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

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

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

- 1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
- 2. MATERIALS, EQUIPMENT, AND PERSONNEL.
 - 2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.
 - 2.1.1 Provide an adhesive conforming to the following requirements:

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

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

- 2.2. Equipment.
- 2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.
- 2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.
- 2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

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

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

- 3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 °F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).
- 3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.
- 3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.
- 4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
- 5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

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

CodePay ItemPay Unit20071ECJoint AdhesiveLinear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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 nonminority 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 federallyassisted 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 contacting 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:
- 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

T h i s p r o v i s i o n i s 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:
- 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 administrating 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:

- 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, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20220038 06/24/2022

Superseded General Decision Number: KY20210038

State: Kentucky

Construction Type: Highway

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- |. Executive Order 14026 | generally applies to the | contract.
- . The contractor must pay all covered workers at least \$15.00 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 2022.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number	Publication Date
0	01/07/2022
1	02/11/2022
2	02/18/2022
3	02/25/2022
4	05/06/2022
5	06/10/2022
6	06/24/2022

BRIN0004-003 06/01/2021

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER	\$ 29.57	14.75
BRKY0001-005 06/01/2021		

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

	Rates	Fringes	
BRICKLAYER	\$ 29.57	15.10	
BRKY0002-006 06/01/2021			-
DRAGUEN CALLATEN CRANE			

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER	.\$ 30.87	15.87
BRKY0007-004 06/01/2021		

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

	Rates	Fringes
BRICKLAYER	\$ 36.19	19.54
BRKY0017-004 06/01/2021		

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

	Rates	Fringes
BRICKLAYER	\$ 30.87	15.87
CARDOGA 001 04/01/2022		

CARP0064-001 04/01/2022

NT COUNTY PIM 0756 (106)	
CARPENTER\$ 30.84 Diver\$ 46.64 PILEDRIVERMAN\$ 31.09	22.19 22.19 22.19
ELEC0212-008 06/07/2021	
BRACKEN, GALLATIN and GRANT COUNTIES	
Rates	Fringes
ELECTRICIAN\$ 32.32	
ELEC0212-014 11/25/2019	
BRACKEN, GALLATIN & GRANT COUNTIES:	
Rates	Fringes
Sound & Communication Technician\$ 24.35	12.09
ELEC0317-012 06/01/2021	
BOYD, CARTER, ELLIOT & ROWAN COUNTIES:	
Rates	Fringes

	Rates	Firinges	
ELECTRICIAN (Wiremen)	\$ 35.10	27.47	
ELEC0369-007 05/31/2021			

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	\$ 33.85	18.72	
ELEC0575-002 11/29/2021			

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes	
ELECTRICIAN	\$ 35.00	19.76	
ENGI0181-018 07/01/2021			
	Rates	Fringes	

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	\$ 34.80	17.85
GROUP 2	\$ 31.94	17.85
GROUP 3	\$ 32.39	17.85
GROUP 4	\$ 31.62	17.85

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 Conrete 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 06/01/2022

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,

F	Rates	Fringes
IRONWORKER		
Fence Erector\$	30.28	22.30
Structural\$	31.87	22.30

Rogers Gap, Sadieville, Skinnersburg & Stonewall)

IRON0070-006 06/01/2022

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	\$ 31.79	24.30	

* IRON0769-007 06/01/2022

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

I	Rates	Fringes
IRONWORKER		
ZONE 1\$	33.71	27.69
ZONE 2\$	34.11	27.69
ZONE 3\$	35.71	27.69

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

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

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

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LAB00189-003 07/01/2021

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.51	16.22
GROUP	2\$ 23.76	16.22
GROUP	3\$ 23.81	16.22
GROUP	4\$ 24.41	16.22

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; Bushammer; 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 07/01/2021

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

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.51	16.22
GROUP	2\$ 23.76	16.22
GROUP	3\$ 23.81	16.22
GROUP	4\$ 24.41	16.22

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; Bushammer; 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 07/01/2021

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP	1\$ 23.51	16.22
GROUP	2\$ 23.76	16.22
GROUP	3\$ 23.81	16.22
GROUP	4\$ 24.41	16.22

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; Bushammer; 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

Brush & Roller	\$ 21.30	5.90
<pre>Elevated Tanks;</pre>		
Steeplejack Work; Bri	idge &	
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 &	X	
Lead Abatement	\$ 24.39	9.06
Sandblasting & Water		
Blasting	\$ 24.14	9.06
Spray		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 Spray, Sandblast, Power	\$ 22.00	12.52	
Tools, Waterblast & Steam Cleaning	\$ 23.00	12.52	
PATN1072-003 12/01/2021			

PAIN1072-003 12/01/2021

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

Rates Fri	nges
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Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 35.06 21.15 Power Generating Facilities.\$ 31.82 21.15

PLUM0248-003 06/01/2022

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

	Rates	Fringes
Plumber and Steamfitter	\$ 38.50	22.40
PLUM0392-007 06/01/2018		

ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters	\$ 32.01	19.67
PLUM0502-003 08/01/2021		

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	\$ 38.07	20.78	
SUKV2010_160_10/08/2001			

SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
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.

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

like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

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

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 National Office because National Office has 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

GRANT COUNTY NHPPIM 0756 (106) Contract ID: 221033 Page 162 of 168

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.

END OF GENERAL DECISIO"

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	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
9.2%	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 Grant County.

PART IV

INSURANCE

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

current edition

PART V

BID ITEMS

Page 1 of 2

221033

PROPOSAL BID ITEMS

Report Date 6/22/22

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	5,326.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	442.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	53.00	TON		\$	
0040	00193		ASPHALT SCRATCH COURSE PG76-22	8,136.00	TON		\$	
0050	00194		LEVELING & WEDGING PG76-22	257.00	TON		\$	
0060	00219		CL4 ASPH BASE 1.00D PG76-22	1,403.00	TON		\$	
0070	00339		CL3 ASPH SURF 0.38D PG64-22	15,888.00	TON		\$	
0800	00342		CL4 ASPH SURF 0.38A PG76-22	22,444.00	TON		\$	
0090	00356		ASPHALT MATERIAL FOR TACK	304.00	TON		\$	
0100	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0110	02677		ASPHALT PAVE MILLING & TEXTURING	45,677.00	TON		\$	
0120	20071EC		JOINT ADHESIVE	272,048.00	LF		\$	
0130	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	136,024.00	LF		\$	
0140	20757ED		PAVEMENT REPAIR PAVEMENT JOINT REPAIR	5,891.00	SQYD		\$	
0150	20757ED		PAVEMENT REPAIR PAVEMENT LANE REPAIR	2,004.40	SQYD		\$	
0160	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	2,448,432.00	SF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0170	00078	CRUSHED AGGREGATE SIZE NO 2	756.00	TON		\$	
0180	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	498.00	EACH		\$	
0190	01983	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	531.00	EACH		\$	
0200	02230	EMBANKMENT IN PLACE	123.00	CUYD		\$	
0210	02367	GUARDRAIL END TREATMENT TYPE 1	3.00	EACH		\$	
0220	02369	GUARDRAIL END TREATMENT TYPE 2A	3.00	EACH		\$	
0230	02381	REMOVE GUARDRAIL	4,738.00	LF		\$	
0240	02391	GUARDRAIL END TREATMENT TYPE 4A	3.00	EACH		\$	
0250	02483	CHANNEL LINING CLASS II	210.00	TON		\$	
0260	02484	CHANNEL LINING CLASS III	75.00	TON		\$	
0270	02545	CLEARING AND GRUBBING APPROXIMATELY 0.20 ACRES	1.00	LS		\$	
0280	02562	TEMPORARY SIGNS	500.00	SQFT		\$	
0290	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0300	02671	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0310	02701	TEMP SILT FENCE	2,000.00	LF		\$	
0320	02704	SILT TRAP TYPE B	10.00	EACH		\$	
0330	02705	SILT TRAP TYPE C	10.00	EACH		\$	
0340	02726	STAKING	1.00	LS		\$	
0350	02775	ARROW PANEL	4.00	EACH		\$	
0360	03260	CLEAN ROADWAY DRAINS	1.00	EACH		\$	
0370	05950	EROSION CONTROL BLANKET	5,100.00	SQYD		\$	
0380	06401	FLEXIBLE DELINEATOR POST-M/W	436.00	EACH		\$	

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221033

PROPOSAL BID ITEMS

Report Date 6/22/22

Page 2 of 2

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0390	06511	PAVE STRIPING-TEMP PAINT-6 IN	175,000.00	LF		\$	
0400	06542	PAVE STRIPING-THERMO-6 IN W	102,018.00	LF		\$	
0410	06543	PAVE STRIPING-THERMO-6 IN Y	68,012.00	LF		\$	
0420	06549	PAVE STRIPING-TEMP REM TAPE-B	5,000.00	LF		\$	
0430	06550	PAVE STRIPING-TEMP REM TAPE-W	2,500.00	LF		\$	
0440	06551	PAVE STRIPING-TEMP REM TAPE-Y	2,500.00	LF		\$	
0450	06556	PAVE STRIPING-DUR TY 1-6 IN W	105.00	LF		\$	
0460	06557	PAVE STRIPING-DUR TY 1-6 IN Y	70.00	LF		\$	
0470	06613	INLAID PAVEMENT MARKER-B W/R	1,702.00	EACH		\$	
0480	10020NS	FUEL ADJUSTMENT	43,702.00	DOLL	\$1.00	\$	\$43,702.00
0490	10030NS	ASPHALT ADJUSTMENT	86,630.00	DOLL	\$1.00	\$	\$86,630.00
0500	20411ED	LAW ENFORCEMENT OFFICER	400.00	HOUR		\$	
0510	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	4,475.00	LF		\$	
0520	24662EC	CLEAN PERFORATED PIPE HEADWALLS	5.00	EACH		\$	
0530	25075EC	QUEUE PROTECTION VEHICLE	250.00	HOUR		\$	
0540	25117EC	FURNISH QUEUE PROTECTION VEHICLES	4.00	MONT		\$	
0550	26136EC	PORTABLE QUEUE WARNING ALERT SYSTEM	4.00	MONT		\$	
0560	26137EC	QUEUE WARNING PCMS	16.00	MONT		\$	
0570	26138EC	QUEUE WARNING PORTABLE RADAR SENSORS	16.00	MONT		\$	

Section: 0003 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0580	02568		MOBILIZATION	1.00	LS	6	\$	
0590	02569		DEMOBILIZATION	1.00	LS	5	\$	