



**CALL NO. 101**

**CONTRACT ID. 211052**

**WARREN COUNTY**

**FED/STATE PROJECT NUMBER NHPP 0031(022)**

**DESCRIPTION I-165/PW-9007**

**WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB**

**PRIMARY COMPLETION DATE 9/30/2022**

**LETTING DATE: November 19,2021**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN STANDARD TIME November 19,2021. Bids will be publicly announced at 10:00 am EASTERN STANDARD TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 13%**

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

## TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• FEDERAL CONTRACT NOTES</li><li>• ASPHALT MIXTURE</li><li>• INCIDENTAL SURFACING</li><li>• FUEL AND ASPHALT PAY ADJUSTMENT</li><li>• ASPHALT PAVEMENT RIDE QUALITY CAT A</li><li>• COMPACTION OPTION A</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• RIGHT OF WAY CERTIFICATION</li><li>• UTILITY IMPACT &amp; RAIL CERTIFICATION NOTES</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none"><li>• SPECIFICATIONS REFERENCE</li><li>• SUPPLEMENTAL SPECIFICATION</li><li>• [SN-1I] PORTABLE CHANGEABLE SIGNS</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none"><li>• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>• NONDISCRIMINATION OF EMPLOYEES</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• PROJECT WAGE RATES LOCALITY 1 / FEDERAL</li><li>• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO WARREN</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

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

## ADMINISTRATIVE DISTRICT - 03

**CONTRACT ID - 211052**

**NHPP 0031(022)**

**COUNTY - WARREN**

**PCN - DE11490072152**

**NHPP 0031(022)**

I-165/PW-9007 (MP 0.000) ADDRESS PAVEMENT CONDITION ON I-165/PW-9007 FROM MP 0.000 TO MP 2.079 IN WARREN COUNTY (MP 2.079), A DISTANCE OF 02.08 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 03-20018.00.

GEOGRAPHIC COORDINATES LATITUDE 36:54:26.00 LONGITUDE 86:25:05.00

**COMPLETION DATE(S):**

COMPLETED BY 09/30/2022

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

Second tier subcontracts are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. There are special rules to DBE subcontractors satisfying DBE goals on federal-aid projects. 1<sup>st</sup>-Tier DBE Subcontractors may only enter into a 2<sup>nd</sup>-Tier subcontract with another DBE contractor.

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

### **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.

### **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.

# Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

## I-165/KY 9007

### ASPHALT PAVEMENT AND ROADWAY REHABILITATION

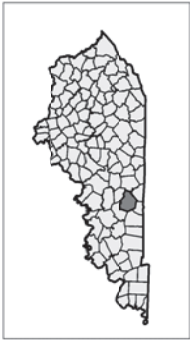
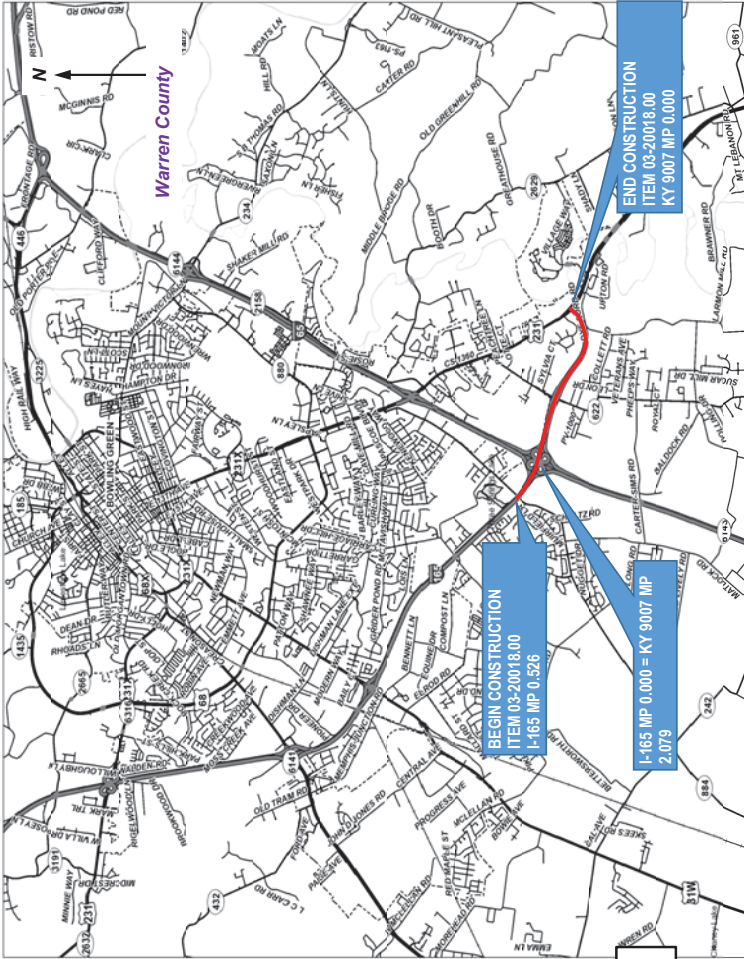
WARREN COUNTY - I-165 MP 0.000 - MP 0.526  
KY 9007 MP 0.000 - MP 2.079  
ITEM NO. 03-20018.00

#### TABLE OF CONTENTS

LAYOUT SHEET  
LIST OF STANDARD DRAWINGS  
REFERENCES  
GENERAL NOTES  
GENERAL SUMMARY  
PAVEMENT AREAS  
PAVEMENT SUMMARY  
TYPICAL SECTIONS  
PLAN SHEETS  
TRAFFIC CONTROL PLAN  
TYPICAL SECTIONS FOR MAINTENANCE OF TRAFFIC  
APPLICABLE SPECIAL NOTES

Prepared By:  
WSP USA INC.  
1792 ALYSHEBA WAY  
LEXINGTON, KY 40509  
859-272-5400

October 8, 2021



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

**COUNTY(S)** Warren

**ITEM NO(S):** 03-20018.00

**PROJECT NO(S):** FD52 114 9007 000-003, NHPP 0031(022)

**LETTING DATE:** November 19, 2021

**RECOMMENDED BY:**

KYTC Project Manager

**DATE**

**PLAN APPROVED BY:**

State Highway Engineer

**DATE**

**FHWA APPROVED BY:**

**DATE**

**STANDARD DRAWINGS**  
**I-165/KY 9007 - WARREN COUNTY**  
**PAGE 1 OF 1**

APPLICABLE KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD  
DRAWINGS - CURRENT EDITIONS:

RDB-106	GRATES FOR SLOPED AND FLARED BOX INLET - OUTLET
RDI-040	EROSION CONTROL BLANKET SLOPE INSTALLATION
RDI-041	EROSION CONTROL BLANKET CHANNEL INSTALLATION
RGS-001	CURVE WIDENING AND SUPERELEVATION TRANSITIONS
RGS-002	SUPERELEVATION FOR MULTILANE PAVEMENT
RGX-001	MISCELLANEOUS STANDARDS
TPM-100	PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS
TPM-125	PAVEMENT MARKER ARRANGEMENT EXIT GORE AND OFF-RAMP
TPM-126	PAVEMENT MARKER ARRANGEMENT FOR PARALLEL DECELERATION LANE
TPM-130	PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH TAPERED ACCELERATION LANE
TPM-135	PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANE
TPM-200	TYPICAL ENTRANCE RAMP MARKINGS FOR INTERSTATES AND PARKWAYS
TPM-201	TYPICAL EXIT RAMP MARKINGS FOR INTERSTATES AND PARKWAYS
TPM-202	TYPICAL EXIT RAMP MARKINGS FOR INTERSTATES AND PARKWAYS
TPM-204	TYPICAL MARKINGS FOR GORE AREAS
TTC-115	LANE CLOSURE MULTI-LANE HIGHWAY CASE I
TTD-120	DOUBLE FINE ZONES SIGNS
TTD-130	SPEED ZONE WARNING SIGNS
TTS-120	MOBILE OPERATION FOR DURABLE STRIPING CASE I

**REFERENCES**  
**I-165/KY 9007 - WARREN COUNTY**  
**PAGE 1 OF 1**

1. KENTUCKY TRANSPORTATION CABINET, DEPARTMENT OF HIGHWAYS, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
2. FHWA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)  
- CURRENT EDITION WITH REVISIONS.
3. APPLICABLE KENTUCKY DEPARTMENT OF HIGHWAYS SUPPLEMENTAL SPECIFICATIONS:

SPCL. NOTE	TYPICAL SECTION DIMENSIONS
SPCL. NOTE	BEFORE YOU DIG
SPCL. NOTE	FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
SPCL. NOTE	FOG SEAL
SPCL. NOTE	PAVEMENT WEDGE AND SHOULDER MONOLITHIC INSTALLATION
SPCL. NOTE	CRACK SEALING
SPCL. NOTE	POLISH RESISTANCE AGGREGATE IN NO. 4 THINLAY ASPHALT MIXTURE
SPCL. NOTE	DENSITY REQUIREMENTS FOR ASPHALT SURFACE NO. 4 MIXES
SPCL. NOTE	EXPERIMENTAL KYCT AND HAMBURG TESTING
SPCL. NOTE	FIBER REINFORCEMENT OF MICROSURFACING
SPCL. NOTE	FIBER REINFORCEMENT OF NO. 4 ASPHALT SURFACE
SPCL. NOTE	MICROSURFACING

**GENERAL NOTES**  
**I-165 / NATCHER PARKWAY – WARREN COUNTY**  
**PAGE 1 OF 3**

**I. GENERAL**

Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Current Edition, Supplemental Specifications, any applicable Special Provisions, and applicable Standard and Sepia Drawings, except as hereafter specified. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the work identified in the proposal.

**II. MATERIALS**

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

**III. CONSTRUCTION METHODS**

**A. Maintain and Control Traffic**

See Traffic Control Plan and Standard Specifications.

**B. Site Preparation**

Be responsible for all site preparation. Do not disturb existing signs unless noted on the plans. This item will include, but is not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. Site preparation will be only as approved or directed by the Engineer. Other than the bid items listed, no direct payment will be made for site preparation, but will be incidental to the other items of work.

**B. 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.

**C. Final Dressing, Clean Up, and Seeding and Protection**

After all work is completed, completely remove all debris from the job site. Perform Class A Final Dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. 1. These items are incidental to other items in the contract.

**D. Pavement Striping and Pavement Markers**

Permanent striping will be in accordance with Section 714, except that:

- (1) Permanent and/or temporary striping will be in place before a lane is opened to traffic; and
- (2) Permanent striping will be Extruded Thermoplastic Marking and Durable Tape Type 1.

**E. On-Site Inspection**

Each Contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.

**GENERAL NOTES**  
**I-165 / NATCHER PARKWAY – WARREN COUNTY**  
**PAGE 2 OF 3**

**F. 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 their own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information above.

**G. Utility Clearance**

It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, if 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.

**IV. METHOD OF MEASUREMENT**

**A. Maintain and Control Traffic**

See Traffic Control Plan.

**B. Site Preparation**

Other than the bid items listed, site preparation will not be measured for payment, but will be incidental to the other items of work.

**C. Inlaid Pavement Markers and Permanent Striping**

Permanent striping is measured per linear foot. Inlaid Pavement Markers are measured as each.

**V. BASIS OF PAYMENT**

No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs (not to be disturbed) that are damaged by the Contractor will be replaced by the Contractor at his expense.

**A. Maintain and Control Traffic**

See Traffic Control Plan.

**B. Site Preparation**

Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.

**C. Inlaid Pavement Markers and Permanent Striping**

See Traffic Control Plan.

**D. Ditching and Shouldering**

In accordance with Section 209 of the Standard Specifications, the bid item "Ditching and Shouldering" includes ditching on both sides of the roadway and the median for the entire length of the project where there is milling and pavement. Cleaning of all drainage structures, including drop box inlets, perforated pipe headwalls, and pipe structures 36 inches in diameter or less is also included in this bid item.

**E. Lane Closures**

Contrary to Section 112, lane closures will not be measured for payment but will be incidental to the bid item "Maintain and Control Traffic". Arrow boards, portable message boards, and signs shall be paid for one time regardless of how many times they are moved.

**VI. MISCELLANEOUS**

A. The dimensions shown on the typical sections for pavement and shoulder widths and thickness are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing

**GENERAL NOTES**  
**I-165 / NATCHER PARKWAY – WARREN COUNTY**  
**PAGE 3 OF 3**

conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless specified in the Proposal.

- B. The Contractor is advised that locations of low wires crossing the roadway exist. These and all other utilities should be avoided on this project. If any utility is impacted, it will be the Contractor's responsibility to contact the affected utility and cover any costs associated with the impact.
- C. Any signs and any light poles that are damaged during Construction are to be replaced at the Contractor's expense.
- D. The existing edge drain system is to be preserved. Care should be taken when the asphalt is removed and replaced, any edge drains damaged during these activities will be replaced at the Contractor's expense.
- E. The Contractor shall be responsible for the repair of any asphalt that becomes detrimental or hazardous to the traveling public during construction. Areas needing repair will be at the discretion of the Engineer.
- F. No tree cutting is allowed nor should it be necessary.
- G. Allowing traffic to travel on milled surface is not allowed unless approved by the Engineer.
- H. Construction Memorandum No. 01-2020 shall be followed for contactless ticketing, as directed by the Engineer.
- I. Quantities are shown for pavement alternates, Microsurfacing Leveling Course with Fiber Reinforcement followed by Microsurfacing Surface Course Type A with Fiber Reinforcement and CL3 ASPH SURF NO.4A 64-22 with Fiber Reinforcement. Only one of these items shall be bid.
- J. Contrary to Special Note for Crack Sealing, Overband Crack Sealing shall be placed a minimum of 3 months before Microsurface or Ultrathin asphalt is placed.
- K. Contractor shall insure fog seal is not sprayed on barrier wall or guardrail.
- L. Rumble Strips shall not be disturbed. Any rumble strips damaged shall be repaired at Contractor's expense.
- M. Signal and traffic loops shall not be impacted. Any loops damaged shall be replaced at Contractors expense.
- N. The Department will measure striping quantities in linear feet. NOTE: On High friction surfaces installations, the Contractor is advised that it may be necessary to install multiple passes of striping in order to achieve the required specifications. Final payment will be based on the actual length of the final striping regardless of the number passes required to meet specifications.
- O. High Friction Surface is present on Interchange ramps. This surface shall not be disturbed. Striping in this area shall be replaced.

GENERAL SUMMARY								
I-165/KY 9007 - WARREN COUNTY - ITEM NO. 03-20018.00								
BID CODE	ITEM	UNIT	NOTES	QUANTITIES				
				I-165	KY 9007	I-65 Ramps	KY 622 Ramps	TOTALS
00190	LEVELING & WEDGING PG64-22	TON	5	94	404	108	72	678
00356	ASPHALT MATERIAL FOR TACK	TON	5	6	27	7	5	46
02562	TEMPORARY SIGNS	SQFT	3	600	1,400	500	300	2,800
02568	MOBILIZATION	LS						1
02569	DEMOBILIZATION	LS						1
02575	DITCHING AND SHOULDERING	LF		2,613	10,735			13,348
02585	EDGE KEY	LF		48	80	156	110	394
02650	MAINTAIN AND CONTROL TRAFFIC	LS						1
02671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	3	1	1	2	2	6
02726	STAKING	LS						1
02775	ARROW PANEL	EACH		2				2
05950	EROSION CONTROL BLANKET	SQYD	6					10,000
06511	PAVE STRIPING-TEMP PAINT-6 IN	LF	3	20,907	85,880			106,787
06531	PAVE STRIPING REMOVAL-6 IN	LF	9	11,968	42,853	27,688	12,790	95,299
06533	PAVE STRIPING REMOVAL-12 IN	LF	10,13	1,105	3,330	2,125	2,253	8,813
06542	PAVE STRIPING-THERMO-6 IN W	LF		4,741	21,393	15,813	9,017	50,964
06543	PAVE STRIPING-THERMO-6 IN Y	LF		5,157	21,460	11,875	3,773	42,265
06546	PAVE STRIPING-THERMO-12 IN W	LF		1,105	3,330	2,093	2,253	8,781
06549	PAVE STRIPING-TEMP REM TAPE-B	LF	2,3	1,700				1,700
06550	PAVE STRIPING-TEMP REM TAPE-W	LF	2,3	1,700				1,700
06551	PAVE STRIPING-TEMP REM TAPE-Y	LF	2,3	1,700				1,700
06556	PAVE STRIPING-DUR TY 1-6 IN W	LF	8	1,242				1,242
06557	PAVE STRIPING-DUR TY 1-6 IN Y	LF	8	828				828
06568	PAVE MARKING-THERMO STOP BAR-24IN	LF			40			40
06574	PAVE MARKING-THERMO CURV ARROW	EACH			9		9	18
06576	PAVE MARKING-THERMO ONLY	EACH			6			6
10020NS	FUEL ADJUSTMENT	DOLL	5					8,016
10030NS	ASPHALT ADJUSTMENT	DOLL	5					20,134
20366NN	REPLACE GRATE	EACH	7		1			1
20411ED	LAW ENFORCEMENT OFFICER	HOURL	3					200
22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	LF	11			32		32
23071EN	OVERBAND CRACK SEALING	LB		2,218	9,197	2,912	1,746	16,073
23875NC	REMOVE THERMOPLASTIC ARROWS	EACH	12		55		9	64
24489EC	INLAID PAVEMENT MARKER	EACH		88	391	253	160	892
24878EC	ASPHALT EMULSION FOR FOG SEAL	TON		4	16	5	4	29

GENERAL SUMMARY								
I-165/KY 9007 - WARREN COUNTY - ITEM NO. 03-20018.00								
BID CODE	ITEM	UNIT	NOTES	QUANTITIES				
				I-165	KY 9007	I-65 Ramps	KY 622 Ramps	TOTALS
24880EC	REMOVE PAVEMENT MARKER	EACH		88	391	253	160	892
24887EC	CL3 ASPH SURF NO.4A PG64-22	TON	5	622	2,663	713	474	4,472
25051EC	FIBER REINFORCEMENT FOR MICROSURFACING	SQYD	4	30,350	130,085	34,434	22,993	217,863
25054EC	FIBER REINFORCEMENT FOR SURF NO.4	TON	5	622	2,663	713	474	4,472
40173	MICROSURFACING - SURFACE COURSE - TYPE A	SQYD	4	14,805	63,456	16,797	11,216	106,274
40175	MICROSURFACING - LEVELING COURSE	SQYD	4	15,545	66,629	17,637	11,777	111,588

NOTES:

1. Quantities from all other summary sheets have been carried over and included in this General Summary Sheet.
2. For traffic tapers at the ends of project.
3. For maintenance of traffic.
4. For Microsurfacing Alternate.
5. For Thinlay Alternate.
6. For use during Ditching and Shouldering, as directed by the Engineer.
7. Headwall grate at KY 9007 MP 0.009 LT.
8. For restriping bridge over I-65.
9. Includes 10,434 LF for removing existing striping from high friction pavements, 2,070 LF from removing existing striping from bridge over I-65, and 82,795 LF from removing striping before paving operations.
10. Includes removal of thermo yield bars.
11. For replacing the existing thermo yield bars on I-65 Ramps 2 and 4.
12. Includes removal of thermo "ONLY" markings.
13. Includes 589 LF for removing existing striping from high friction pavements, and 8,224 LF from removing existing striping before paving operations.

PAVING AREAS - MICROSURFACE ALTERNATE							
I-165/KY 9007 - WARREN COUNTY - ITEM NO. 03-20018.00							
BID CODE	ITEM	NOTES	DEPTH (Inches)	SQUARE YARDS			
				I-165	KY 9007	I-65 Ramps	KY 622 Ramps
24878EC	ASPHALT EMULSION FOR FOG SEAL	1	----	6,797	27,788	8,959	6,069
25051EC	FIBER REINFORCEMENT FOR MICROSURFACING		----	30,350	130,085	34,434	22,993
40173	MICROSURFACING - SURFACE COURSE - TYPE A		----	14,805	63,456	16,797	11,216
40175	MICROSURFACING - LEVELING COURSE	2	----	15,545	66,629	17,637	11,777

NOTES:

1. For existing paved shoulders not being paved.
2. A quantity of 5% has been added for any additional leveling and wedging.

PAVING SUMMARY - MICROSURFACE ALTERNATE								
I-165/KY 9007 - WARREN COUNTY - ITEM NO. 03-20018.00								
BID CODE	ITEM	NOTES	UNIT	I-165	KY 9007	I-65 Ramps	KY 622 Ramps	TOTALS
23071EN	OVERBAND CRACK SEALING	4	LB	2,218	9,197	2,912	1,746	16,073
24878EC	ASPHALT EMULSION FOR FOG SEAL	1,3	TON	4	16	5	4	29
25051EC	FIBER REINFORCEMENT FOR MICROSURFACING		SQYD	30,350	130,085	34,434	22,993	217,863
40173	MICROSURFACING - SURFACE COURSE - TYPE A		SQYD	14,805	63,456	16,797	11,216	106,274
40175	MICROSURFACING - LEVELING COURSE		SQYD	15,545	66,629	17,637	11,777	111,588

NOTES:

1. For existing paved shoulders not being paved.
2. Quantities are carried over and included in General Summary.
3. Estimated at 1.18 lbs per sq.yd.
4. For sealing cracks on driving lane prior to installation of asphalt surface course as directed by the Engineer.  
Quantity estimated at 0.18lb/ft. See Special Note for Crack Sealing.

PAVING AREAS -THINLAY ALTERNATE							
I-165/KY 9007 - WARREN COUNTY - ITEM NO. 03-20018.00							
BID CODE	ITEM	NOTES	DEPTH (inches)	SQUARE YARDS			
				I-165	KY 9007	I-65 Ramps	KY 622 Ramps
00190	LEVELING & WEDGING PG64-22	2	0.25	377	1,614	432	287
00356	ASPHALT MATERIAL FOR TACK		----	15,451	66,178	17,714	11,779
24878EC	ASPHALT EMULSION FOR FOG SEAL	1	----	6,797	27,788	8,959	6,069
24887EC	CL3 ASPH SURF NO.4A PG64-22		0.75	15,074	64,564	17,282	11,492
25054EC	FIBER REINFORCEMENT FOR SURF NO.4		0.75	15,074	64,564	17,282	11,492

NOTES:

1. For existing paved shoulders not being paved.
2. A quantity of 5% of the paved area has been added for any leveling and wedging.

PAVING SUMMARY - THINLAY ALTERNATE								
I-165/KY 9007 - WARREN COUNTY - ITEM NO. 03-20018.00								
BID CODE	ITEM	NOTES	UNIT	I-165	KY 9007	I-65 Ramps	KY 622 Ramps	TOTALS
00190	LEVELING & WEDGING PG64-22	2	TON	94	404	108	72	678
00356	ASPHALT MATERIAL FOR TACK	3	TON	6	27	7	5	46
23071EN	OVERBAND CRACK SEALING	5	LB	2,218	9,197	2,912	1,746	16,073
24878EC	ASPHALT EMULSION FOR FOG SEAL	1,4	TON	4	16	5	4	29
24887EC	CL3 ASPH SURF NO.4A PG64-22	2	TON	622	2,663	713	474	4,472
25054EC	FIBER REINFORCEMENT FOR SURF NO.4	2	TON	622	2,663	713	474	4,472

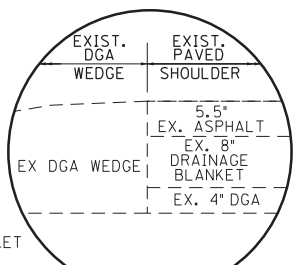
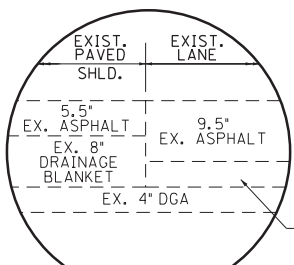
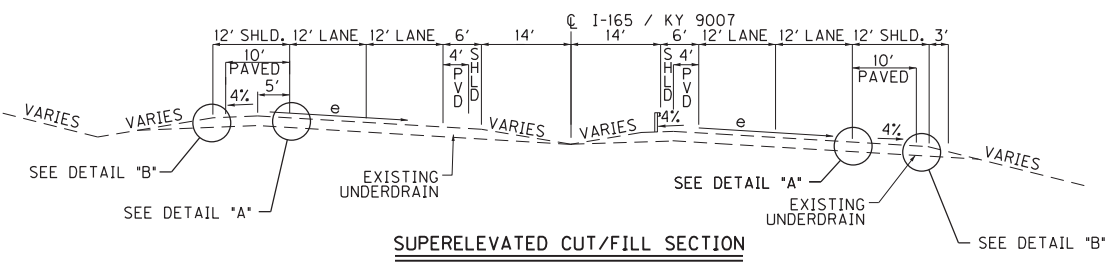
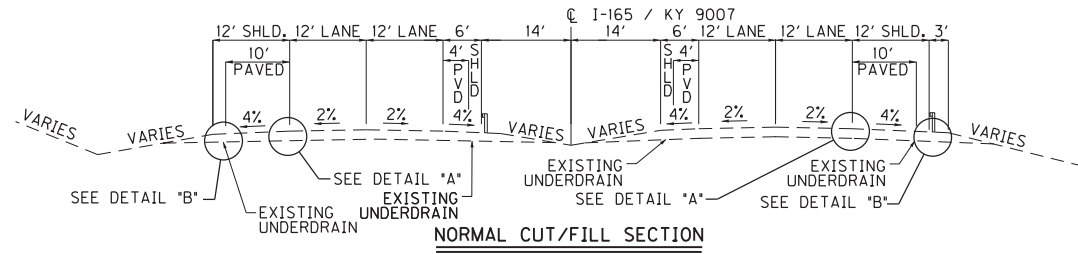
NOTES:

1. For existing paved shoulders not being paved.
2. Estimated at 110 lbs. per sq. yd. per inch of depth.
3. Estimated at 0.84 lbs. per sq. yd.
4. Estimated at 1.18 lbs per sq.yd.
5. For sealing cracks on driving lane prior to installation of asphalt surface course as directed by the Engineer.  
Quantity estimated at 0.18lb/ft. See Special Note for Crack Sealing.
6. Quantities are carried over and included in General Summary.

COUNTY OF	ITEM NO.
WARREN	3-20018.00

# EXISTING TYPICAL SECTIONS

I-165 MP 0.000 TO MP 0.526  
KY 9007 MP 0.000 TO MP 2.079



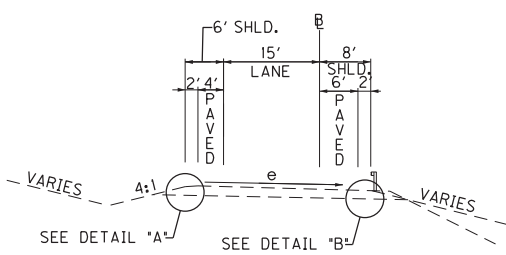
- NOTES
- CROSS SLOPES BASED ON RECORD PLANS.

NOT TO SCALE

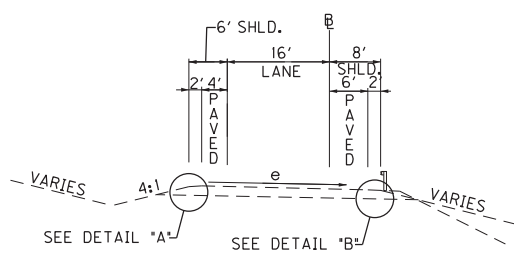
COUNTY OF	ITEM NO.
WARREN	3-20018.00

# EXISTING TYPICAL SECTIONS

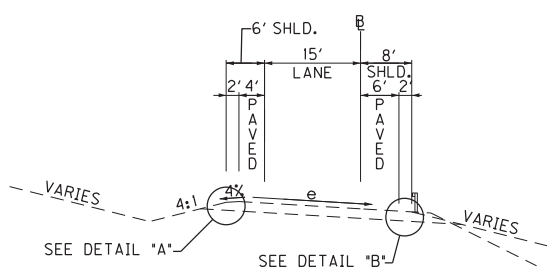
I-65 & I-165 / KY 9007 INTERCHANGE



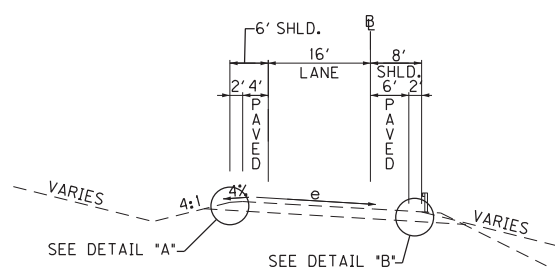
**NORMAL CUT/FILL SECTION**



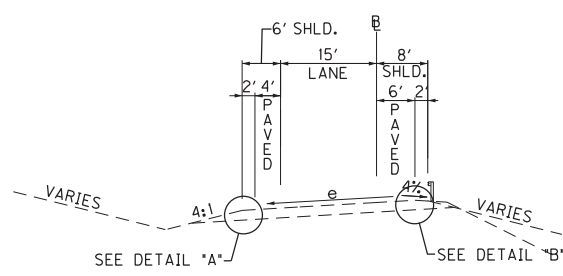
**NORMAL CUT/FILL SECTION**



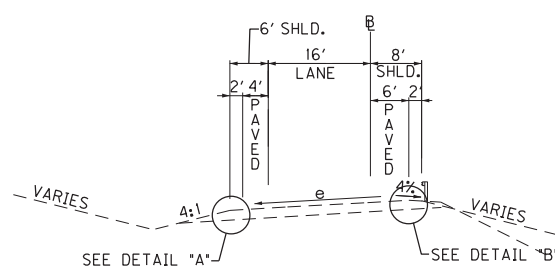
**SUPERELEVATED RIGHT CUT/FILL SECTION**



**SUPERELEVATED RIGHT CUT/FILL SECTION**



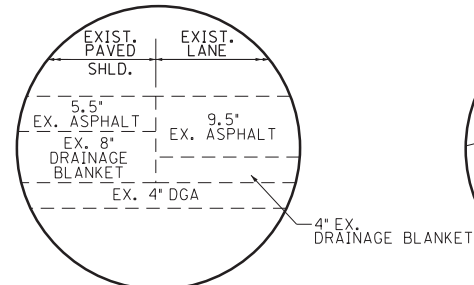
**SUPERELEVATED LEFT CUT/FILL SECTION**



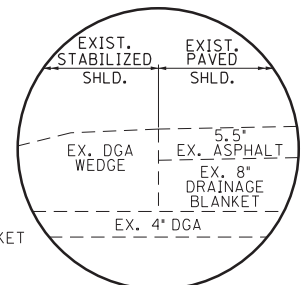
**SUPERELEVATED LEFT CUT/FILL SECTION**

**ONE LANE RAMP  
I-65 RAMPS 5, 6, 7, 8**

**ONE LANE RAMP  
I-65 RAMPS 1, 2, 3, 4**



**DETAIL "A"**  
NOT TO SCALE



**DETAIL "B"**  
NOT TO SCALE

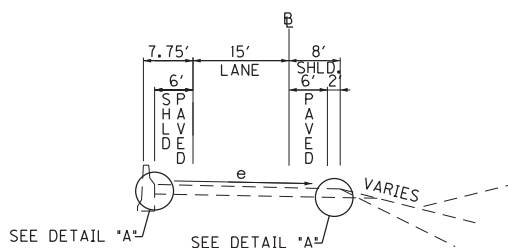
NOT TO SCALE

EXISTING TYPICAL SECTIONS  
SHEET 2 OF 3

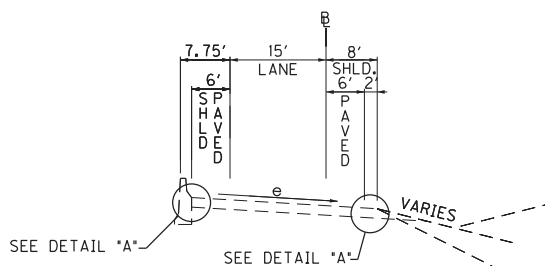
COUNTY OF	ITEM NO.
WARREN	3-20018.00

# EXISTING TYPICAL SECTIONS

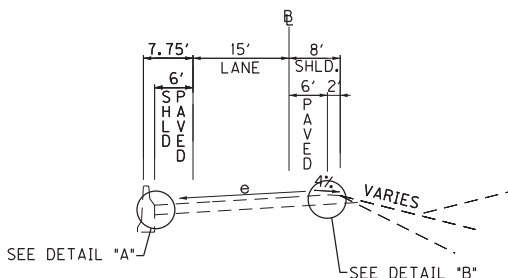
KY 9007 & KY 622 INTERCHANGE



**NORMAL CUT/FILL SECTION**

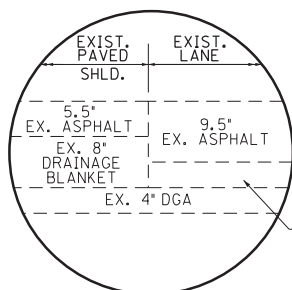


**SUPERELEVATED RIGHT CUT/FILL SECTION**

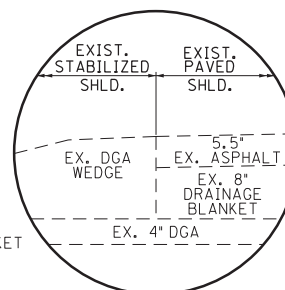


**SUPERELEVATED LEFT CUT/FILL SECTION**

## PLANO RAMPS 1-4



**DETAIL "A"**  
NOT TO SCALE



**DETAIL "B"**  
NOT TO SCALE

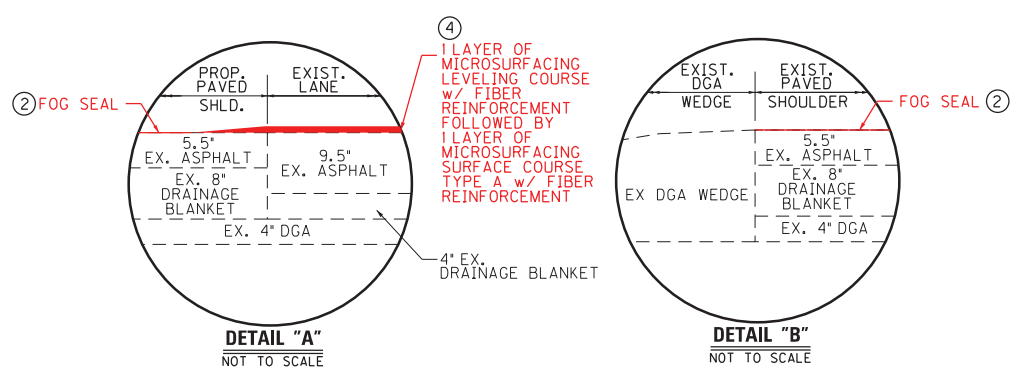
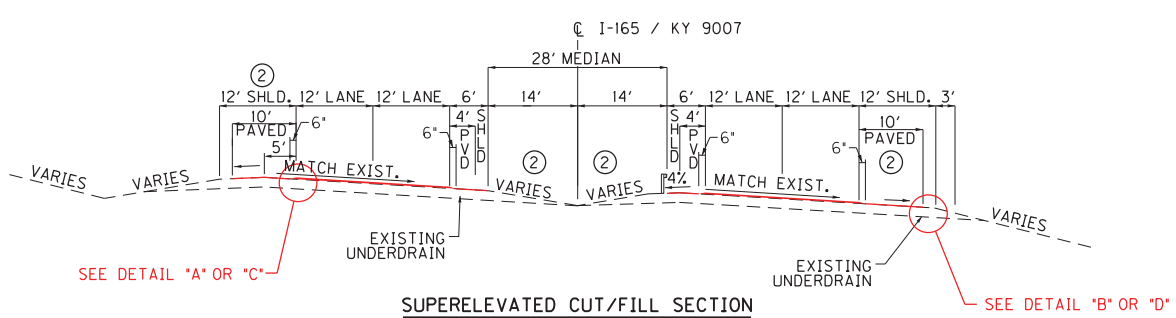
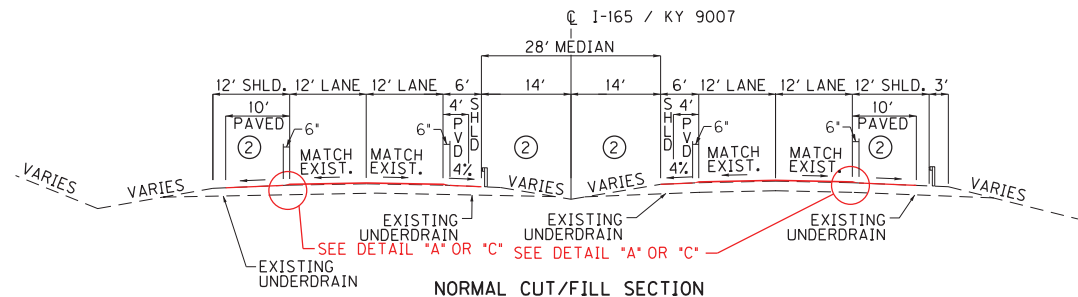
NOT TO SCALE

EXISTING TYPICAL SECTIONS  
SHEET 3 OF 3

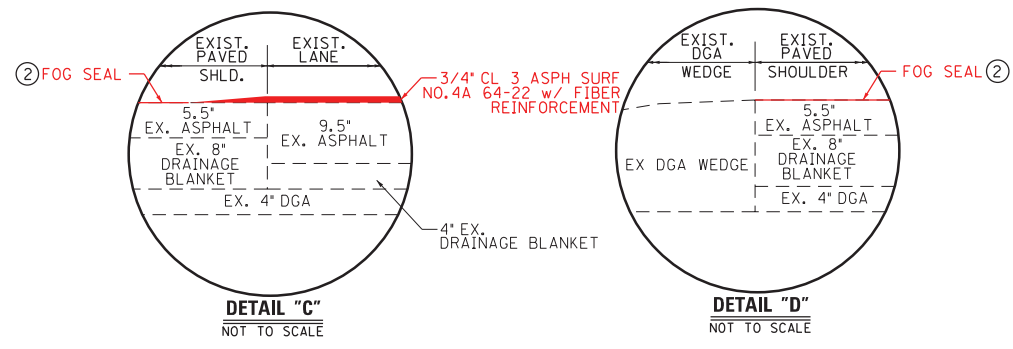
COUNTY OF	ITEM NO.
WARREN	3-20018.00

# PROPOSED TYPICAL SECTIONS

I-165 MP 0.000 TO MP 0.526  
KY 9007 MP 0.000 TO MP 2.079



**MICROSURFACE PAVEMENT ALTERNATE**



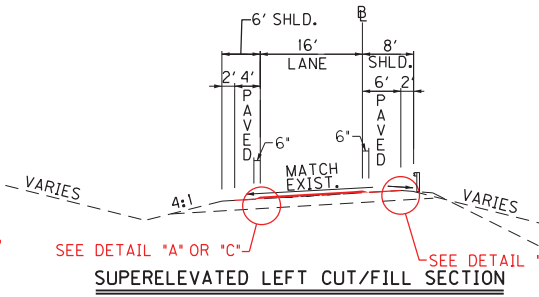
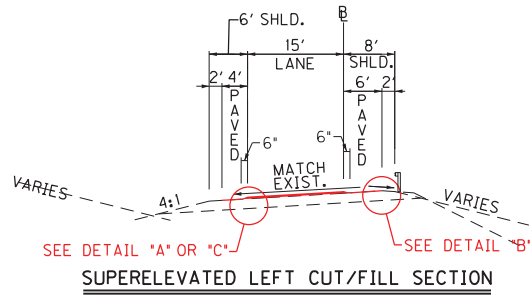
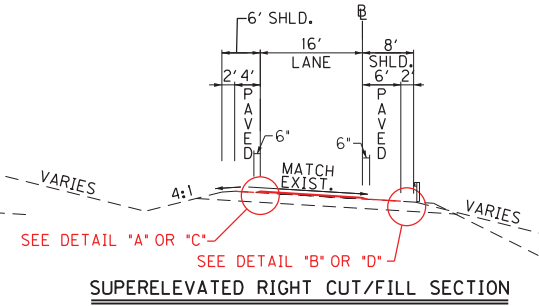
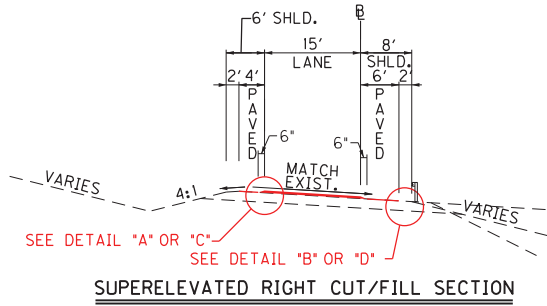
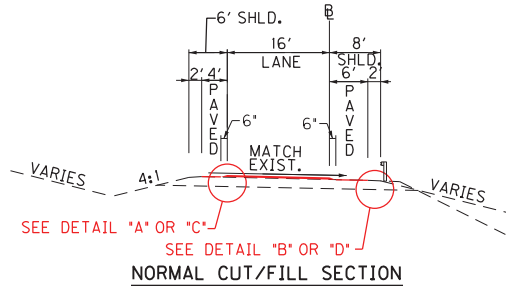
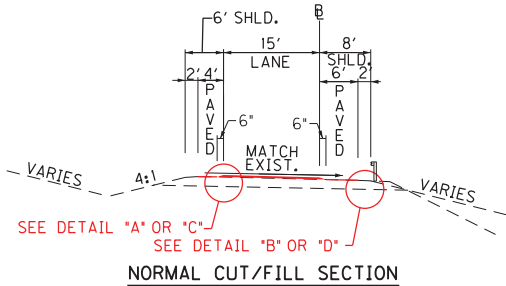
**THINLAY PAVEMENT ALTERNATE**

- NOTES**
1. CROSS SLOPES BASED ON RECORD PLANS.
  2. FROM EDGE OF MICROSURFACING OR ULTRA-THIN OVERLAY TO EDGE OF PAVED SHOULDER, APPLY ASPHALT EMULSION FOR FOG SEAL. SEE SPECIAL NOTE FOR FOG SEAL.
  3. SEE SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION.
  4. SHALL BE OPEN TO TRAFFIC FOR A MINIMUM OF 24 HOURS BETWEEN COURSES OF MICROSURFACING.

COUNTY OF	ITEM NO.
WARREN	3-20018.00

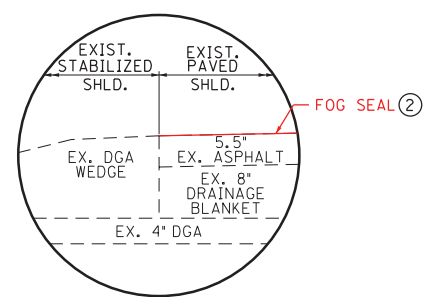
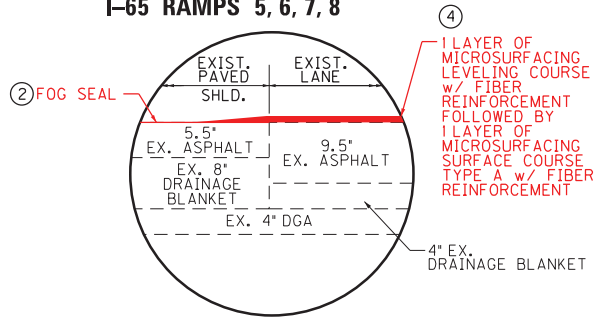
# PROPOSED TYPICAL SECTIONS

I-65 & I-165 / KY 9007 INTERCHANGE

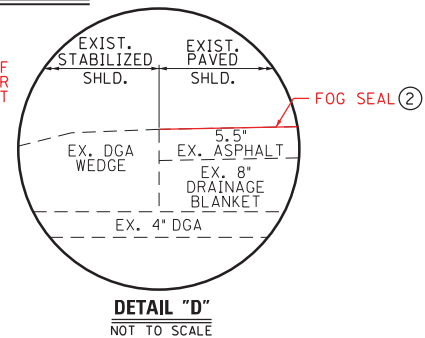
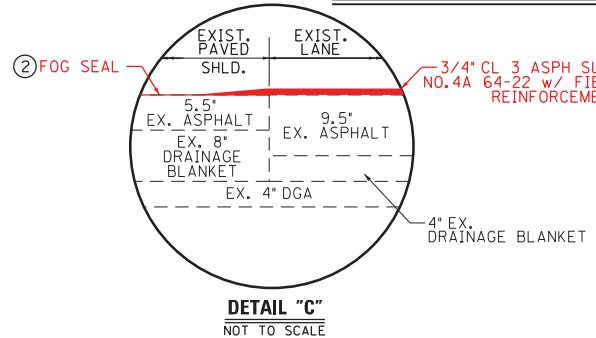


**ONE LANE RAMP  
I-65 RAMPS 5, 6, 7, 8**

**ONE LANE RAMP  
I-65 RAMPS 1, 2, 3, 4**



**MICROSURFACE PAVEMENT ALTERNATE**



**THINLAY PAVEMENT ALTERNATE**

**NOTES**

1. CROSS SLOPES BASED ON RECORD PLANS.
- ② FROM EDGE OF MICROSURFACING OR ULTRA-THIN OVERLAY TO EDGE OF PAVED SHOULDER, APPLY ASPHALT EMULSION FOR FOG SEAL. SEE SPECIAL NOTE FOR FOG SEAL.
3. SEE SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION.
- ④ SHALL BE OPEN TO TRAFFIC FOR A MINIMUM OF 24 HOURS BETWEEN COURSES OF MICROSURFACING.

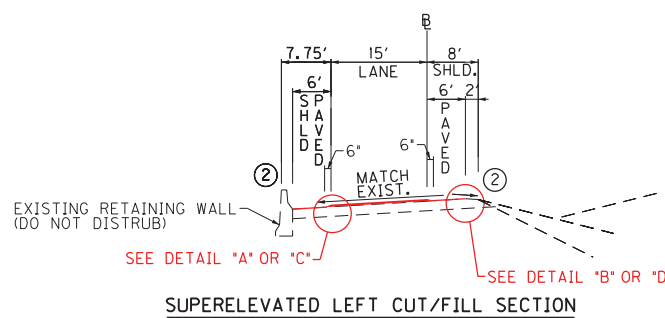
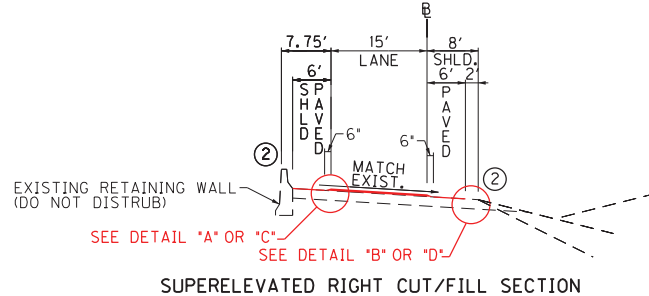
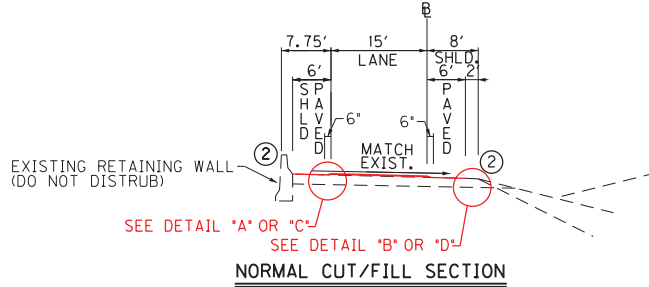
NOT TO SCALE

PROPOSED TYPICAL SECTIONS  
SHEET 2 OF 3

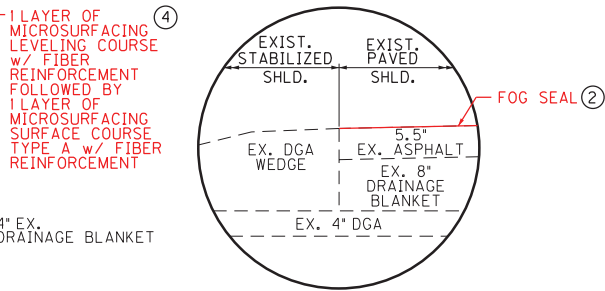
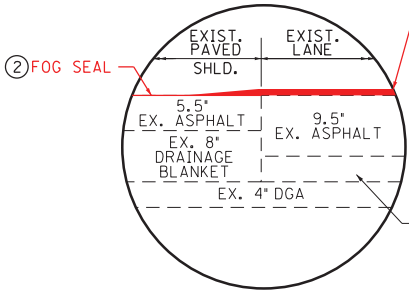
COUNTY OF	ITEM NO.
WARREN	3-20018.00

# PROPOSED TYPICAL SECTIONS

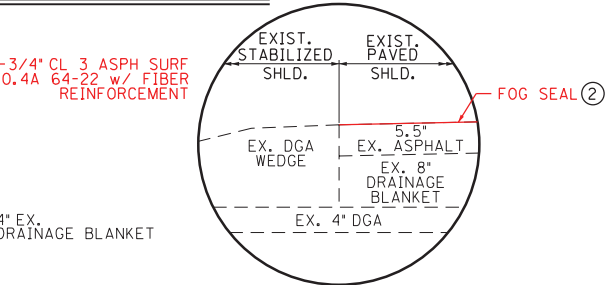
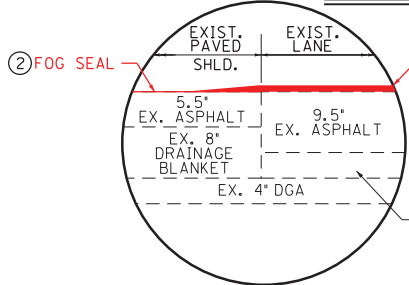
KY 9007 & KY 622 INTERCHANGE



**KY 622 RAMPS 1-4**



**MICROSURFACE PAVEMENT ALTERNATE**



**THINLAY PAVEMENT ALTERNATE**

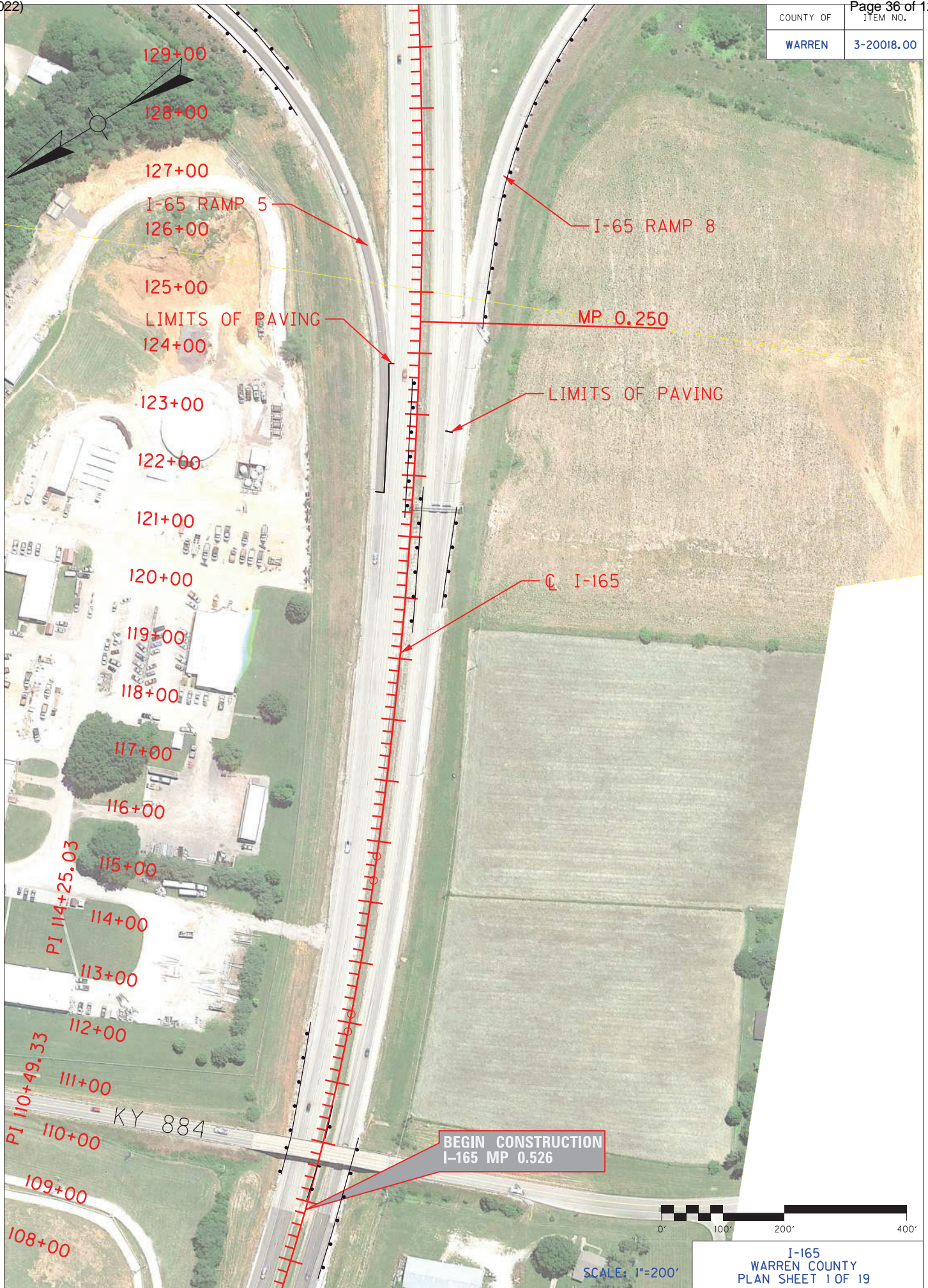
**NOTES**

1. CROSS SLOPES BASED ON RECORD PLANS.
- ② FROM EDGE OF MICROSURFACING OR ULTRA-THIN OVERLAY TO EDGE OF PAVED SHOULDER, APPLY ASPHALT EMULSION FOR FOG SEAL. SEE SPECIAL NOTE FOR FOG SEAL.
3. SEE SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION.
- ④ SHALL BE OPEN TO TRAFFIC FOR A MINIMUM OF 24 HOURS BETWEEN COURSES OF MICROSURFACING.

NOT TO SCALE

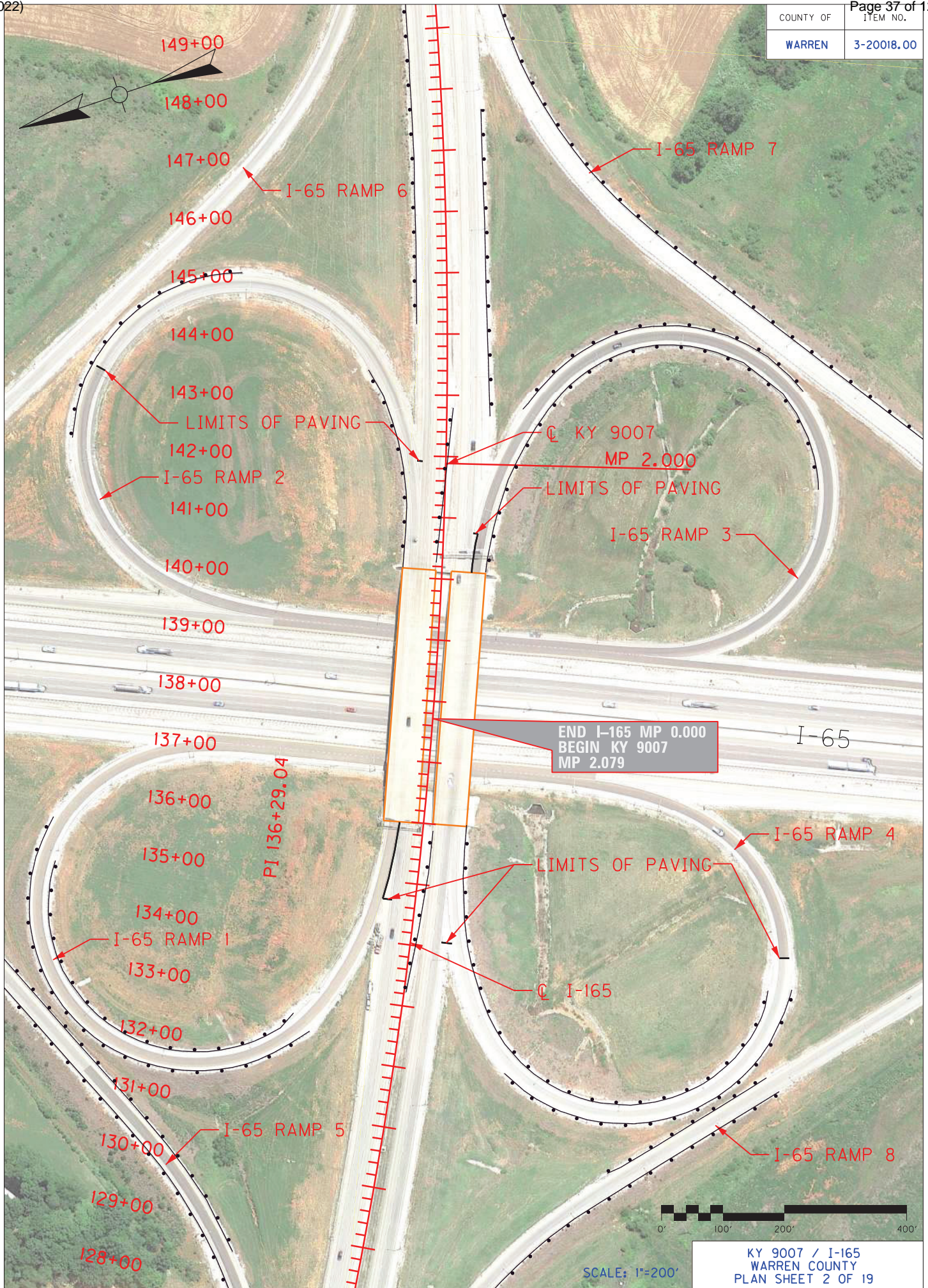
PROPOSED TYPICAL SECTIONS  
SHEET 3 OF 3

COUNTY OF	ITEM NO.
WARREN	3-20018.00



I-165  
WARREN COUNTY  
PLAN SHEET 1 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



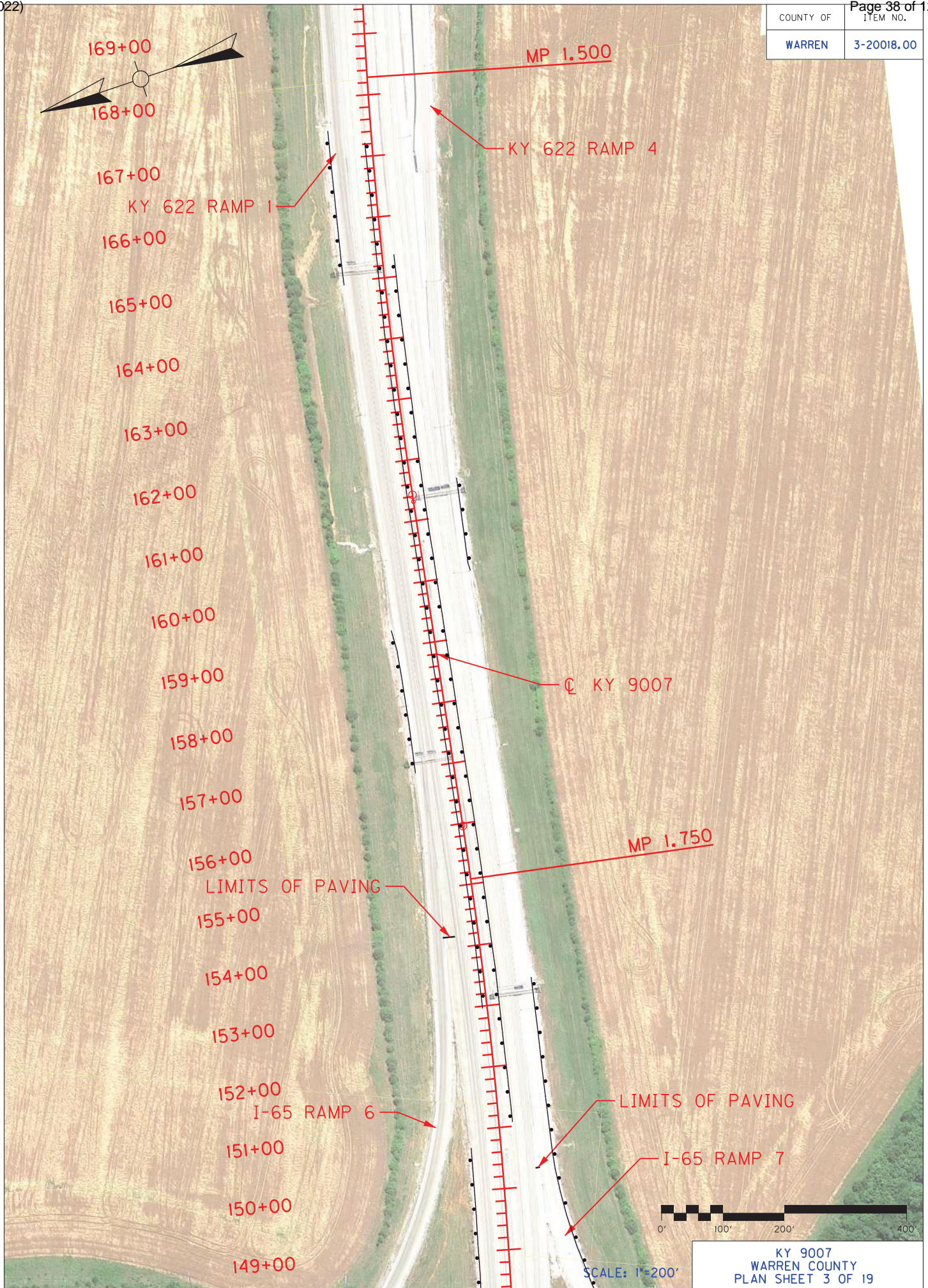
END I-165 MP 0.000  
BEGIN KY 9007 MP 2.079



SCALE: 1"=200'

KY 9007 / I-165  
WARREN COUNTY  
PLAN SHEET 2 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



169+00

168+00

MP 1.500

167+00

KY 622 RAMP 1

KY 622 RAMP 4

166+00

165+00

164+00

163+00

162+00

161+00

160+00

159+00

158+00

157+00

Q KY 9007

156+00

LIMITS OF PAVING

MP 1.750

155+00

154+00

153+00

152+00

I-65 RAMP 6

LIMITS OF PAVING

151+00

I-65 RAMP 7

150+00

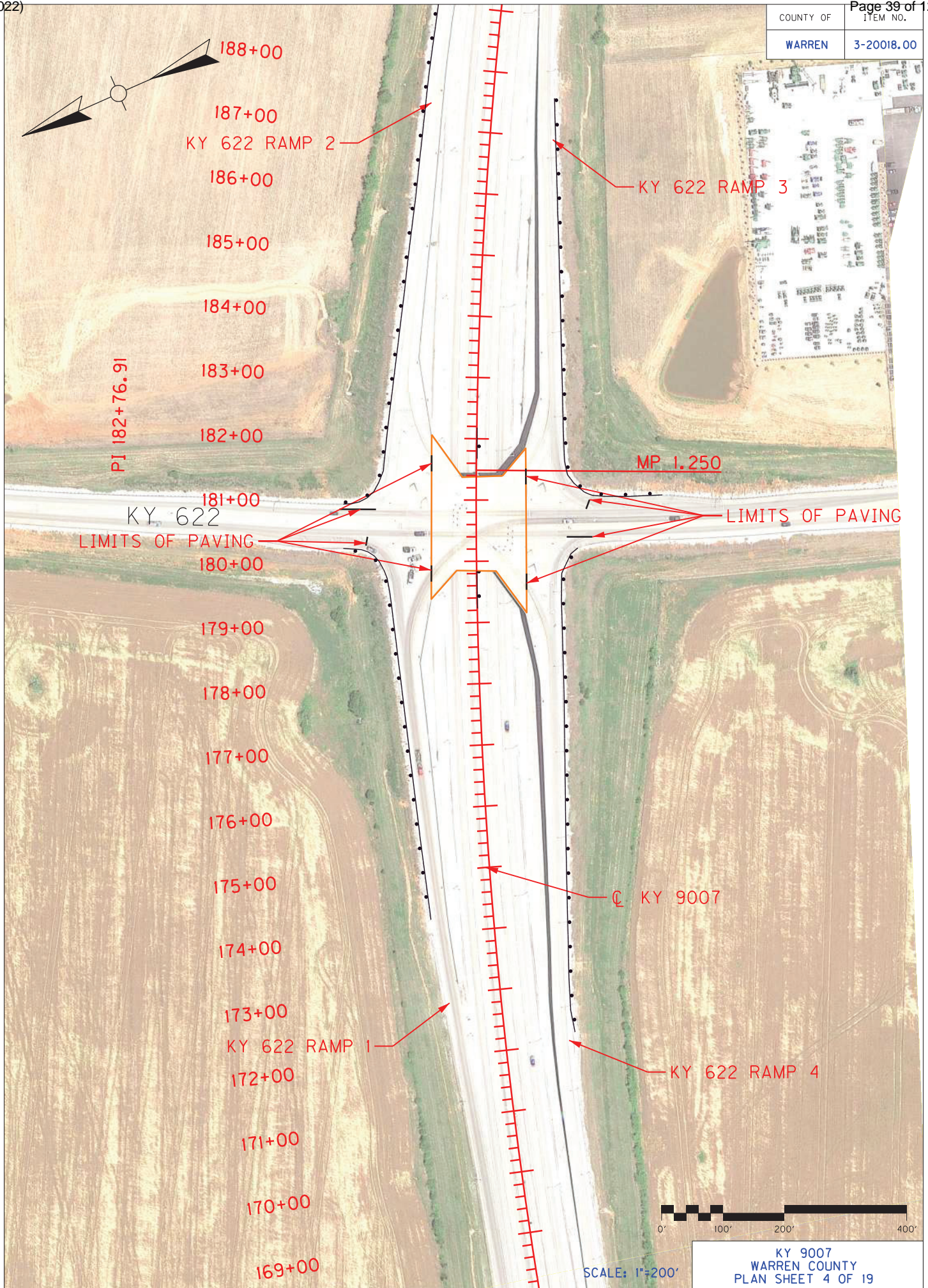
149+00



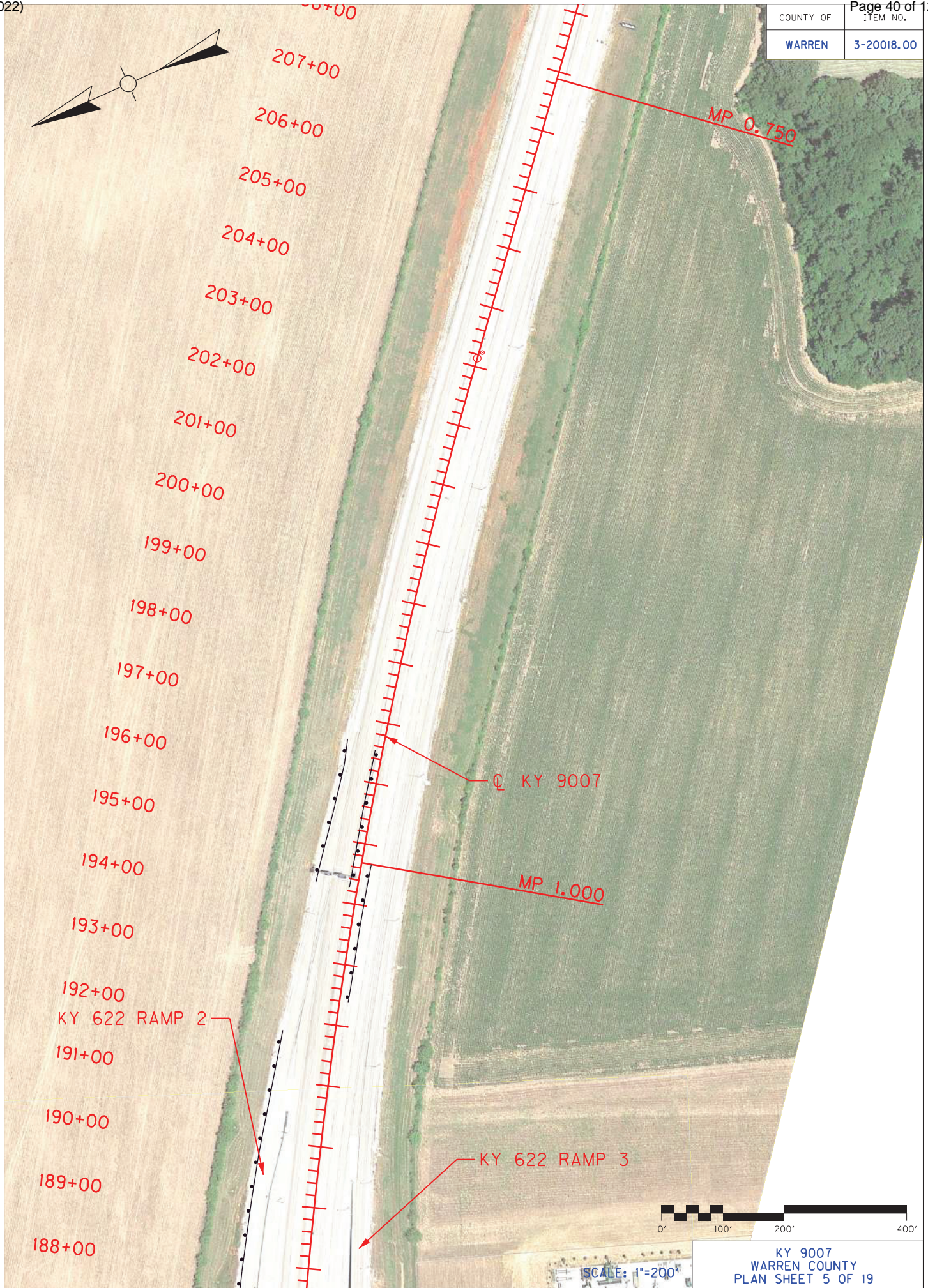
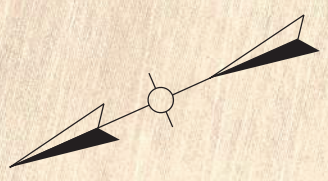
SCALE: 1"=200'

KY 9007  
WARREN COUNTY  
PLAN SHEET 3 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00

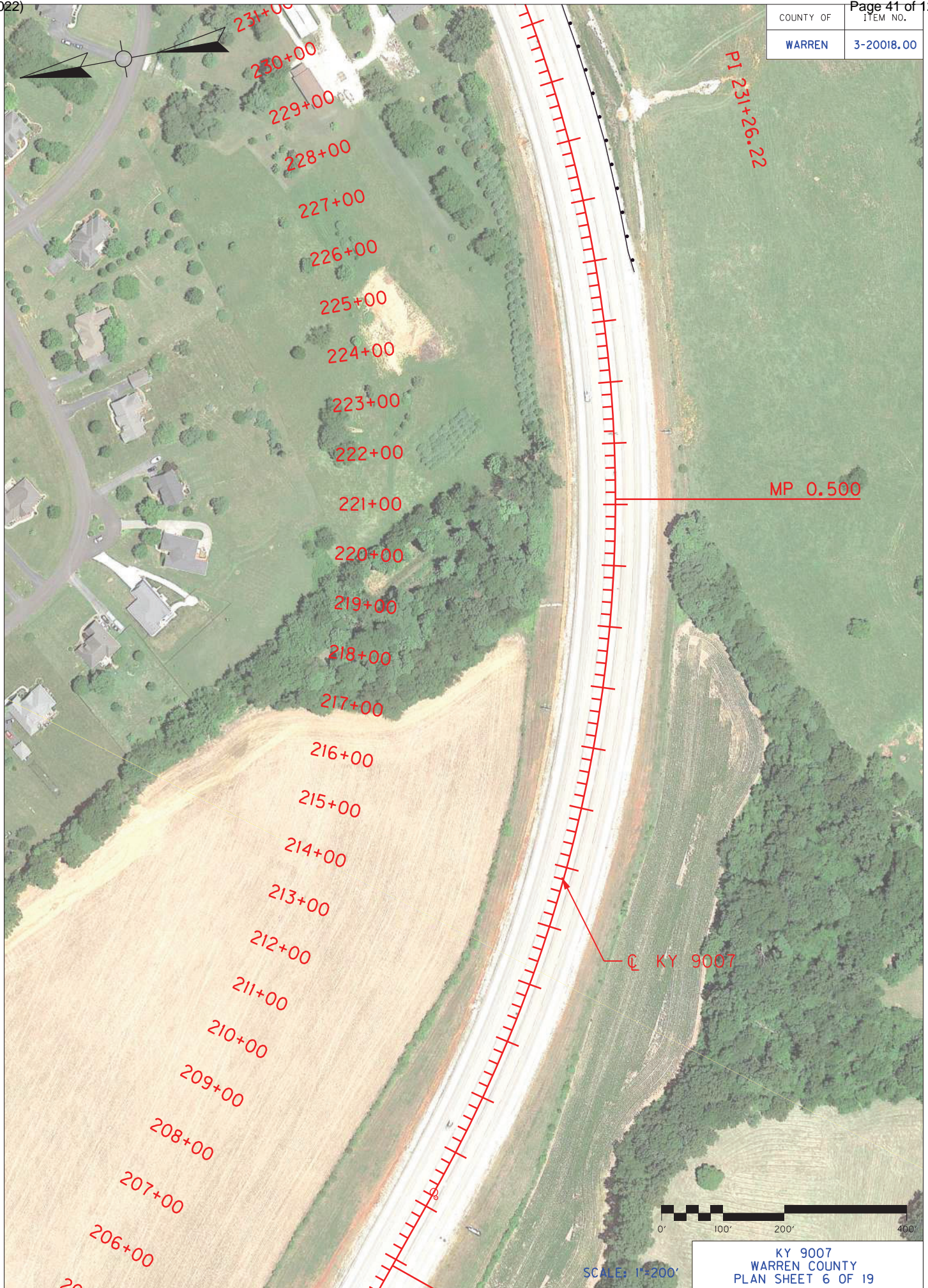


COUNTY OF	ITEM NO.
WARREN	3-20018.00



SCALE: 1"=200'  
KY 9007  
WARREN COUNTY  
PLAN SHEET 5 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



P1 231+26.22

MP 0.500

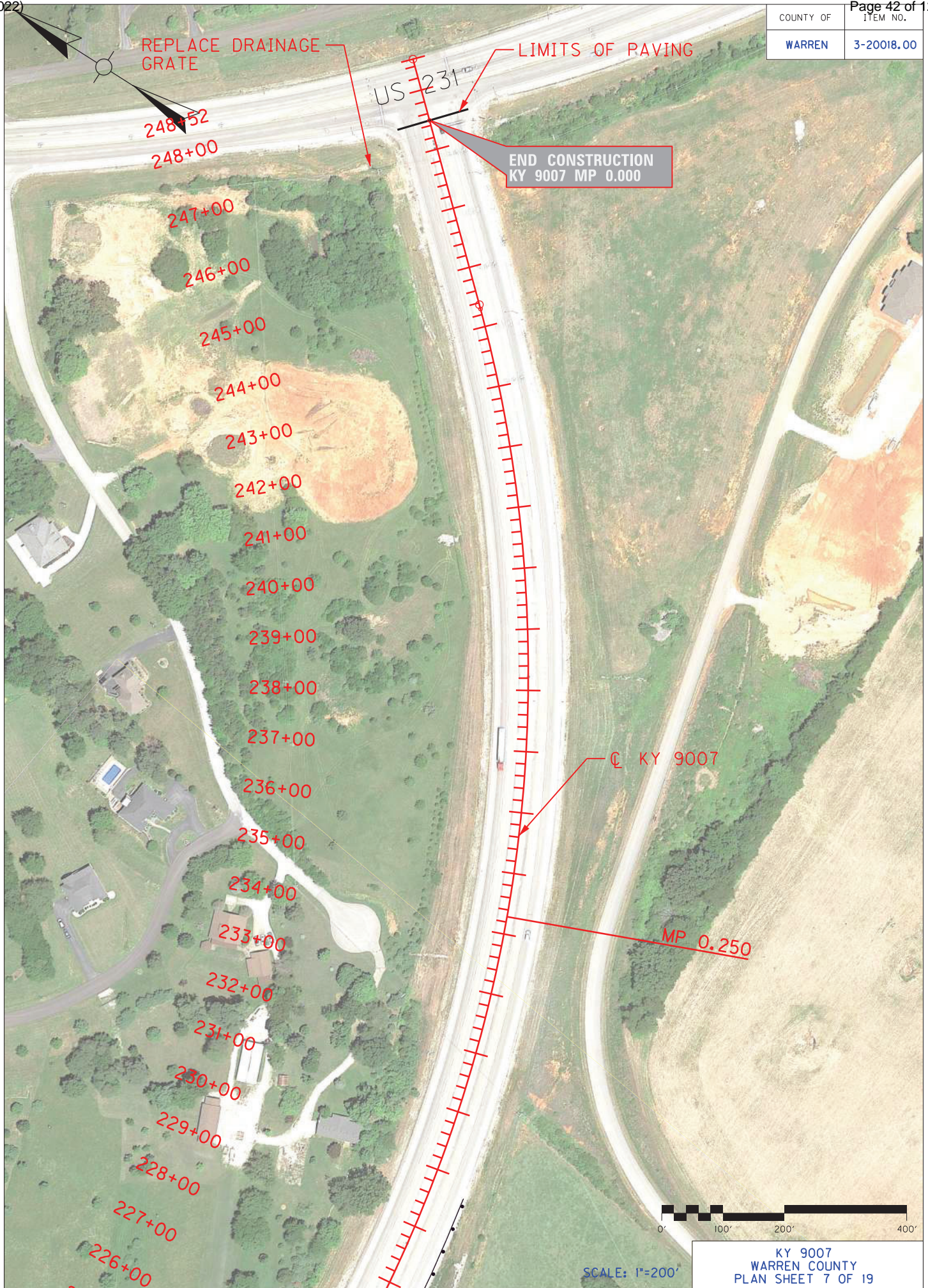
☉ KY 9007



SCALE: 1"=200'

KY 9007  
WARREN COUNTY  
PLAN SHEET 6 OF 19

COUNTY OF	Page 42 of 126
WARREN	ITEM NO. 3-20018.00



REPLACE DRAINAGE  
GRATE

END CONSTRUCTION  
KY 9007 MP 0.00

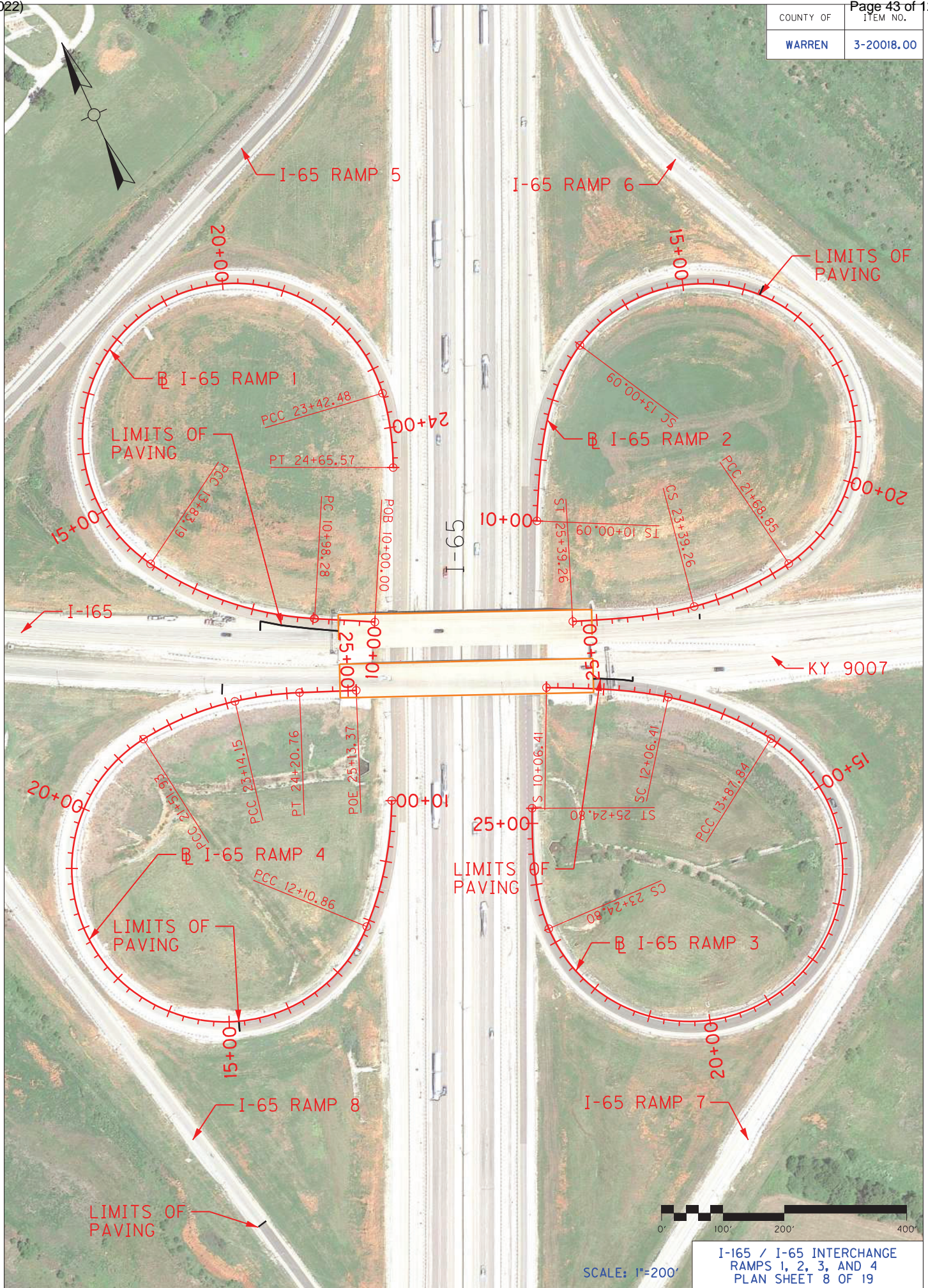
C KY 9007

MP 0.250

SCALE: 1"=200'

KY 9007  
WARREN COUNTY  
PLAN SHEET 7 OF 19

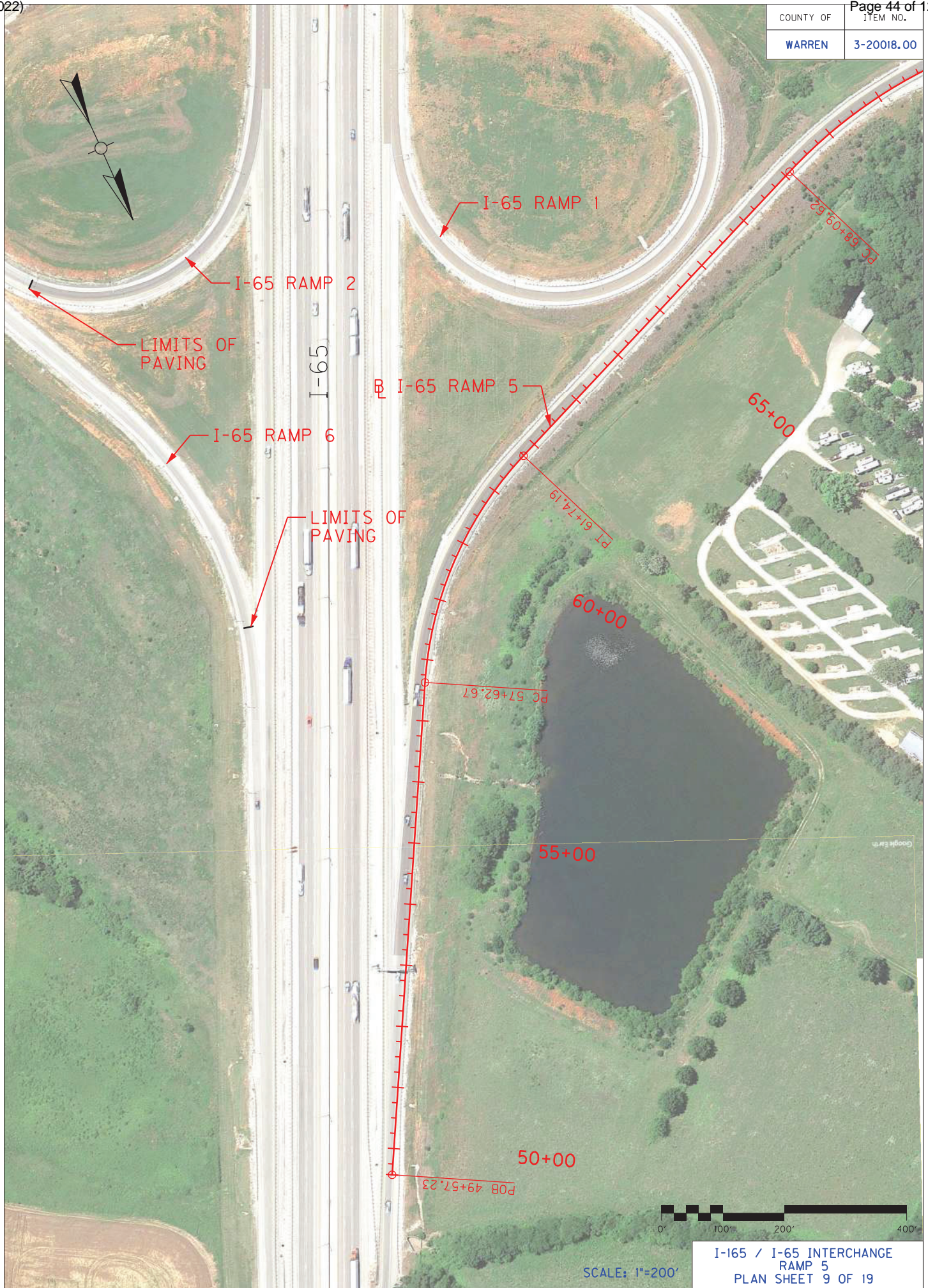
COUNTY OF	ITEM NO.
WARREN	3-20018.00



SCALE: 1"=200'

I-165 / I-65 INTERCHANGE  
RAMPS 1, 2, 3, AND 4  
PLAN SHEET 8 OF 19

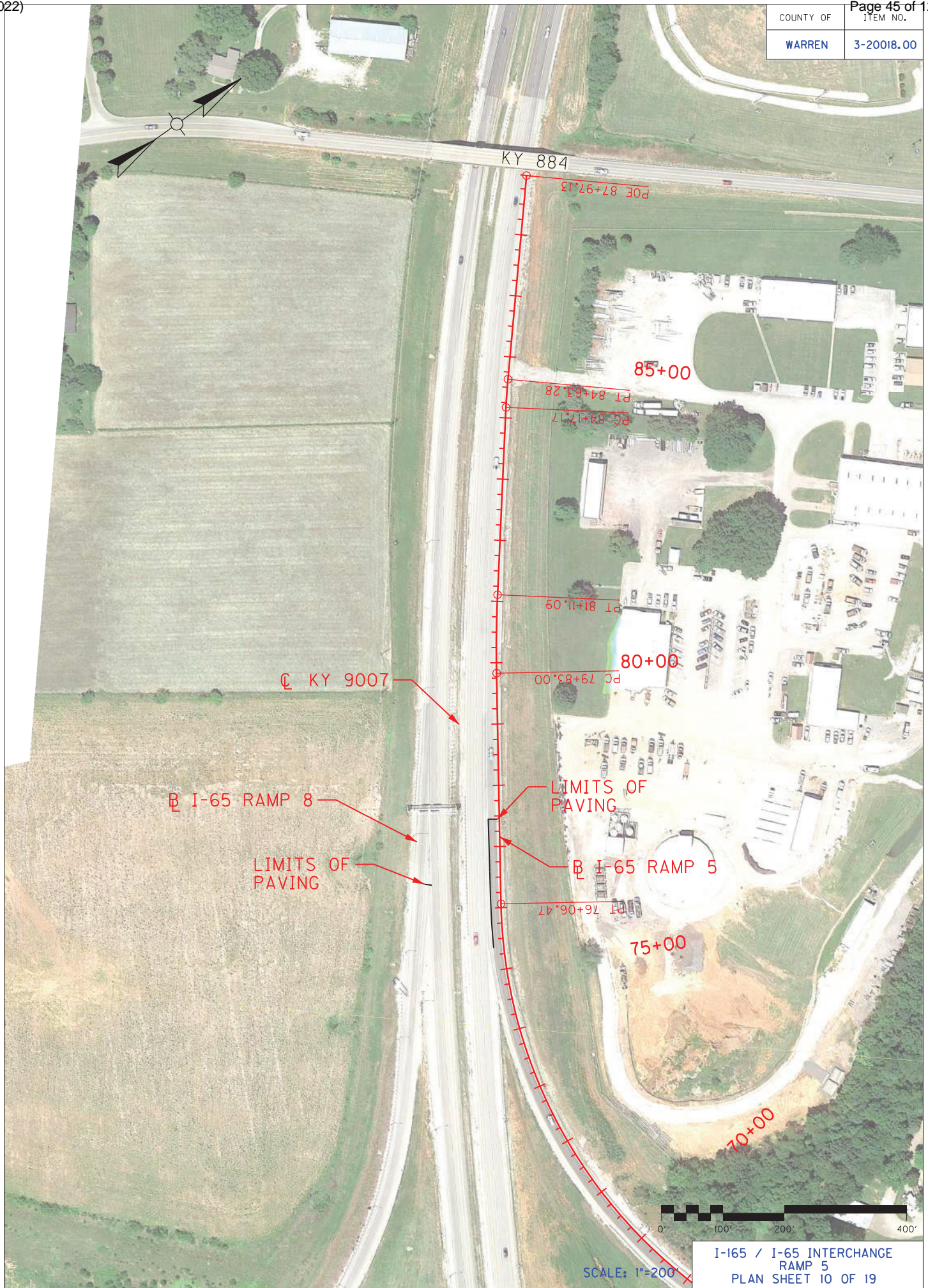
COUNTY OF	ITEM NO.
WARREN	3-20018.00



SCALE: 1"=200'

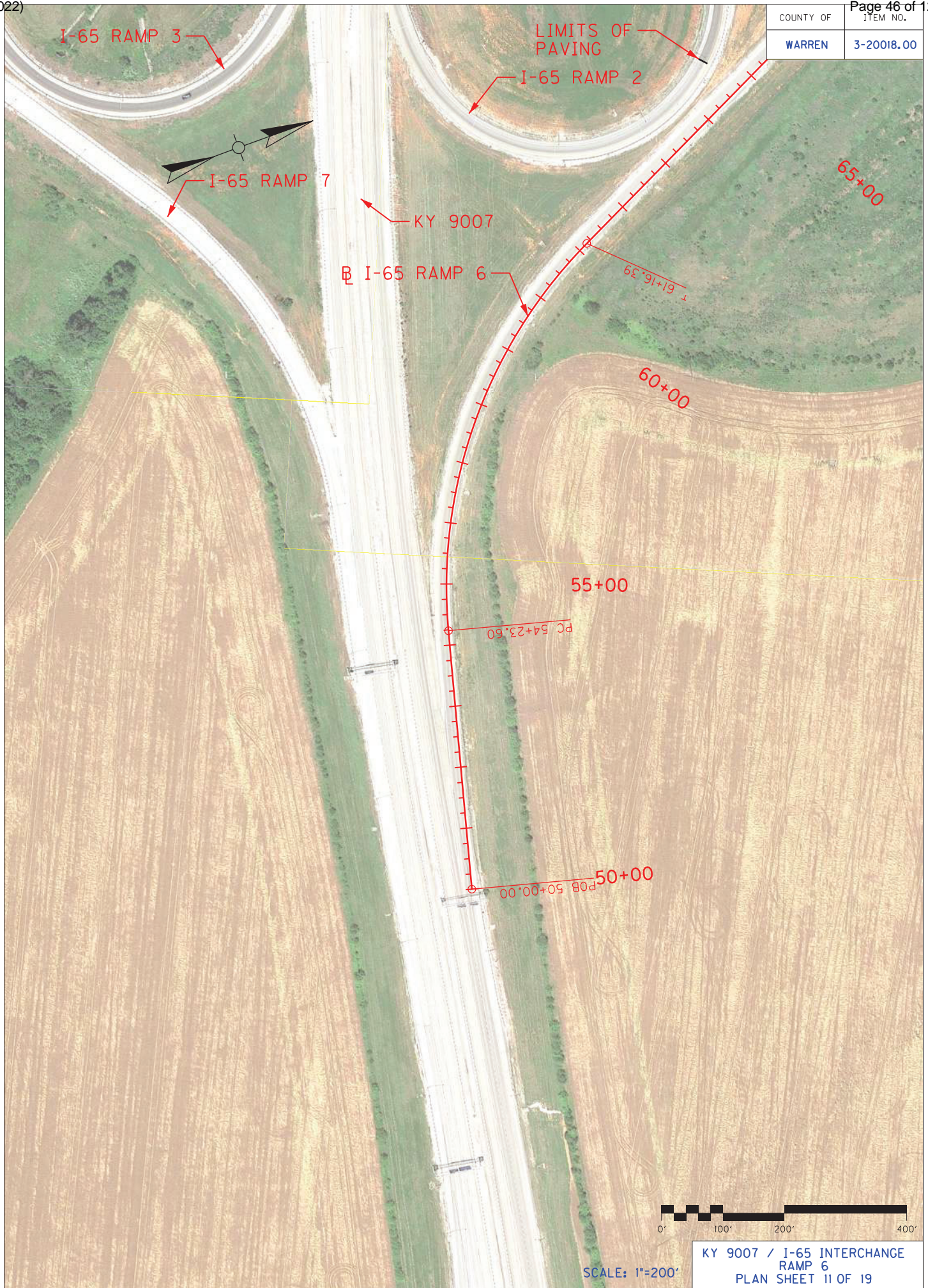
I-165 / I-65 INTERCHANGE  
RAMP 5  
PLAN SHEET 9 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00

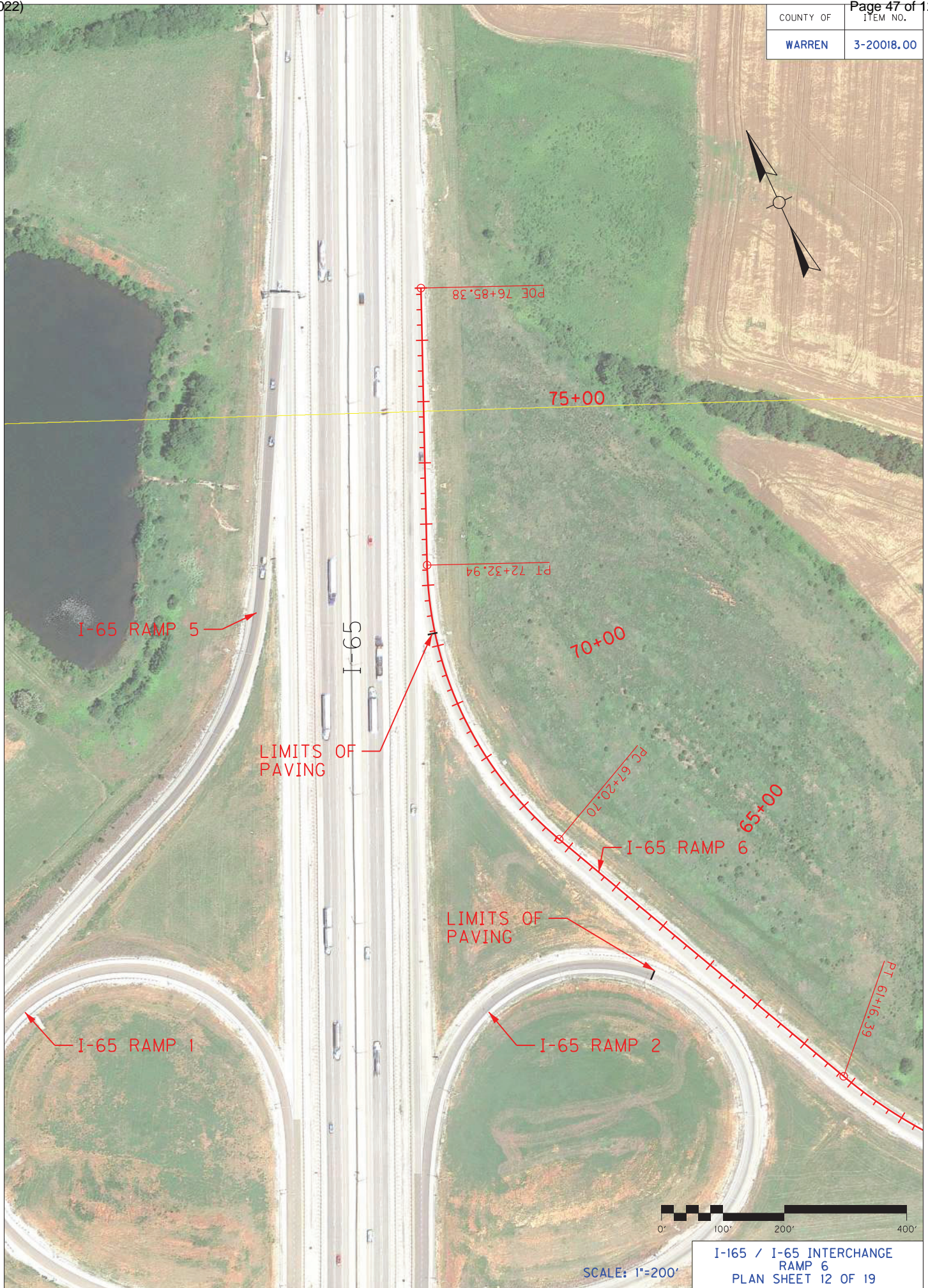


I-65 / I-65 INTERCHANGE  
RAMP 5  
PLAN SHEET 10 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



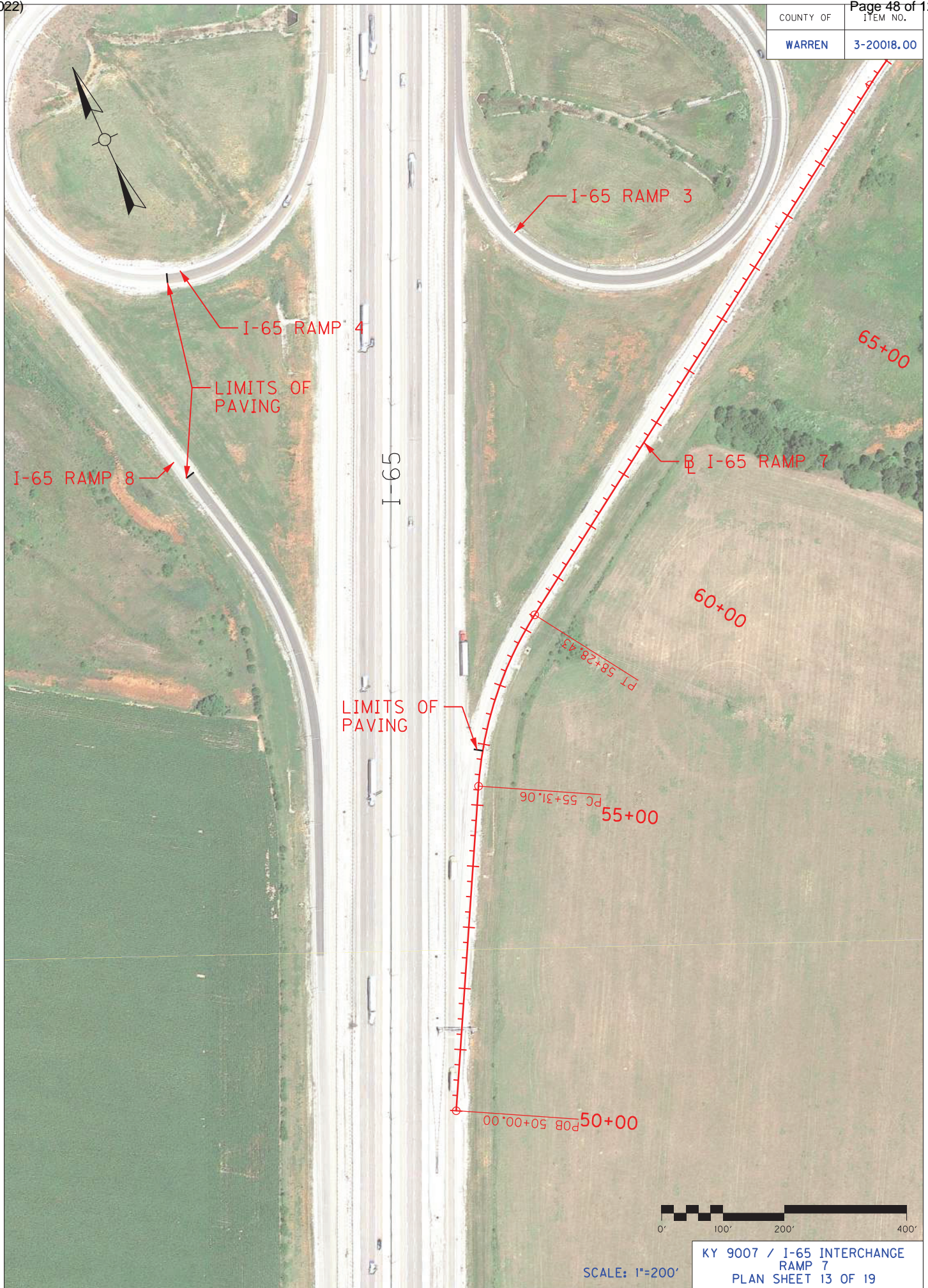
COUNTY OF	ITEM NO.
WARREN	3-20018.00



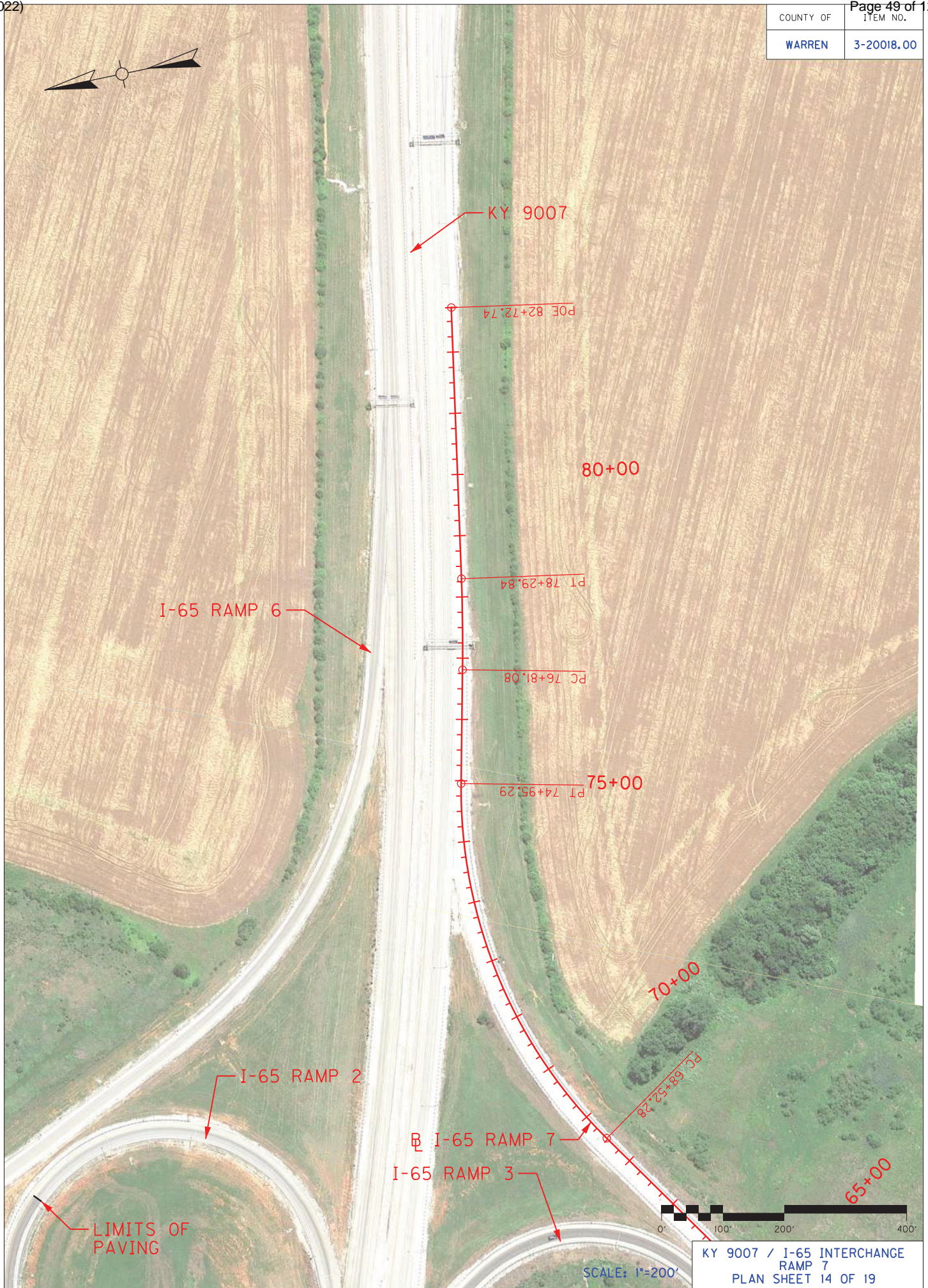
SCALE: 1"=200'

I-65 / I-65 INTERCHANGE  
RAMP 6  
PLAN SHEET 12 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



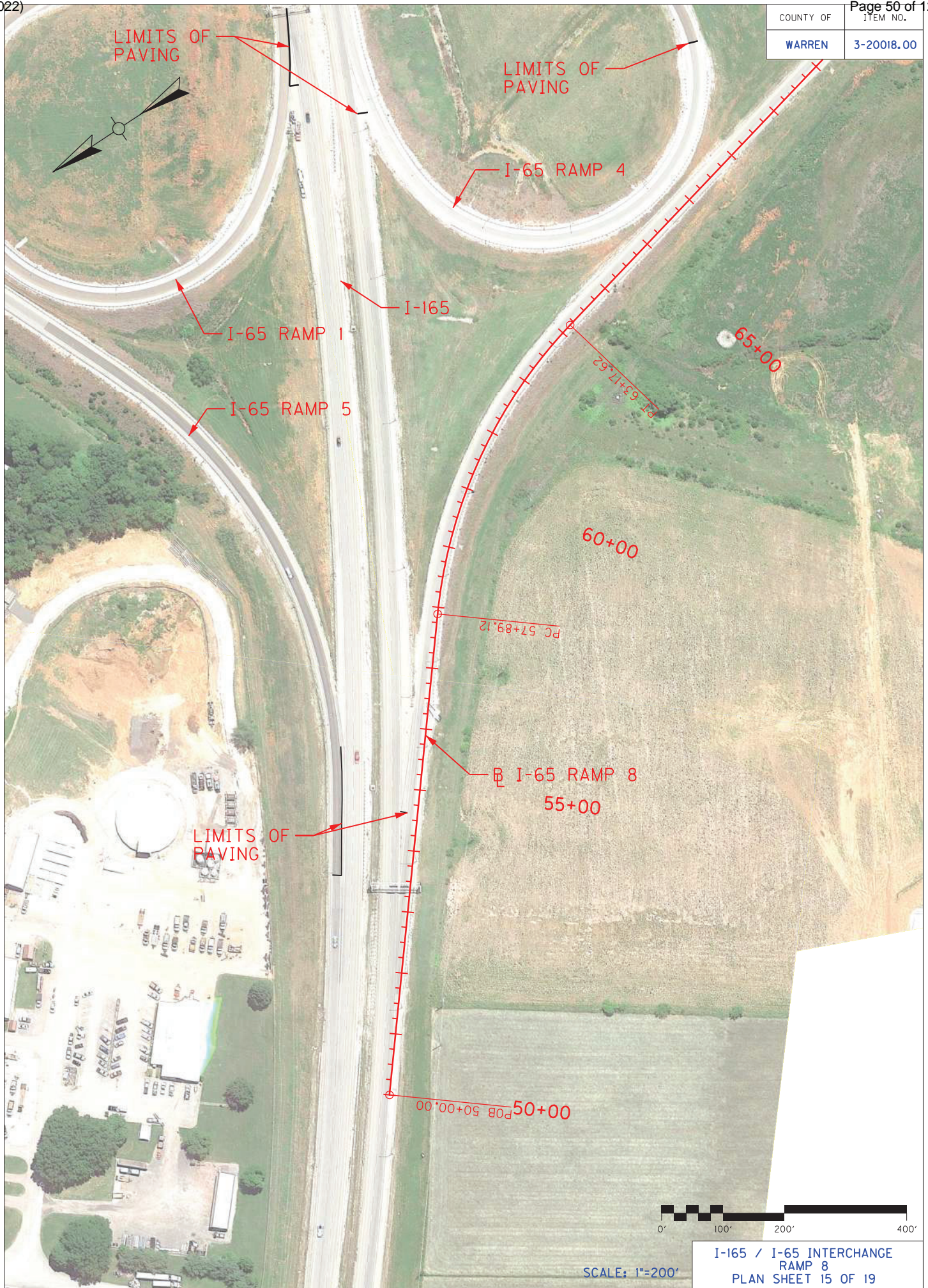
COUNTY OF	ITEM NO.
WARREN	3-20018.00



KY 9007 / I-65 INTERCHANGE  
RAMP 7  
PLAN SHEET 14 OF 19

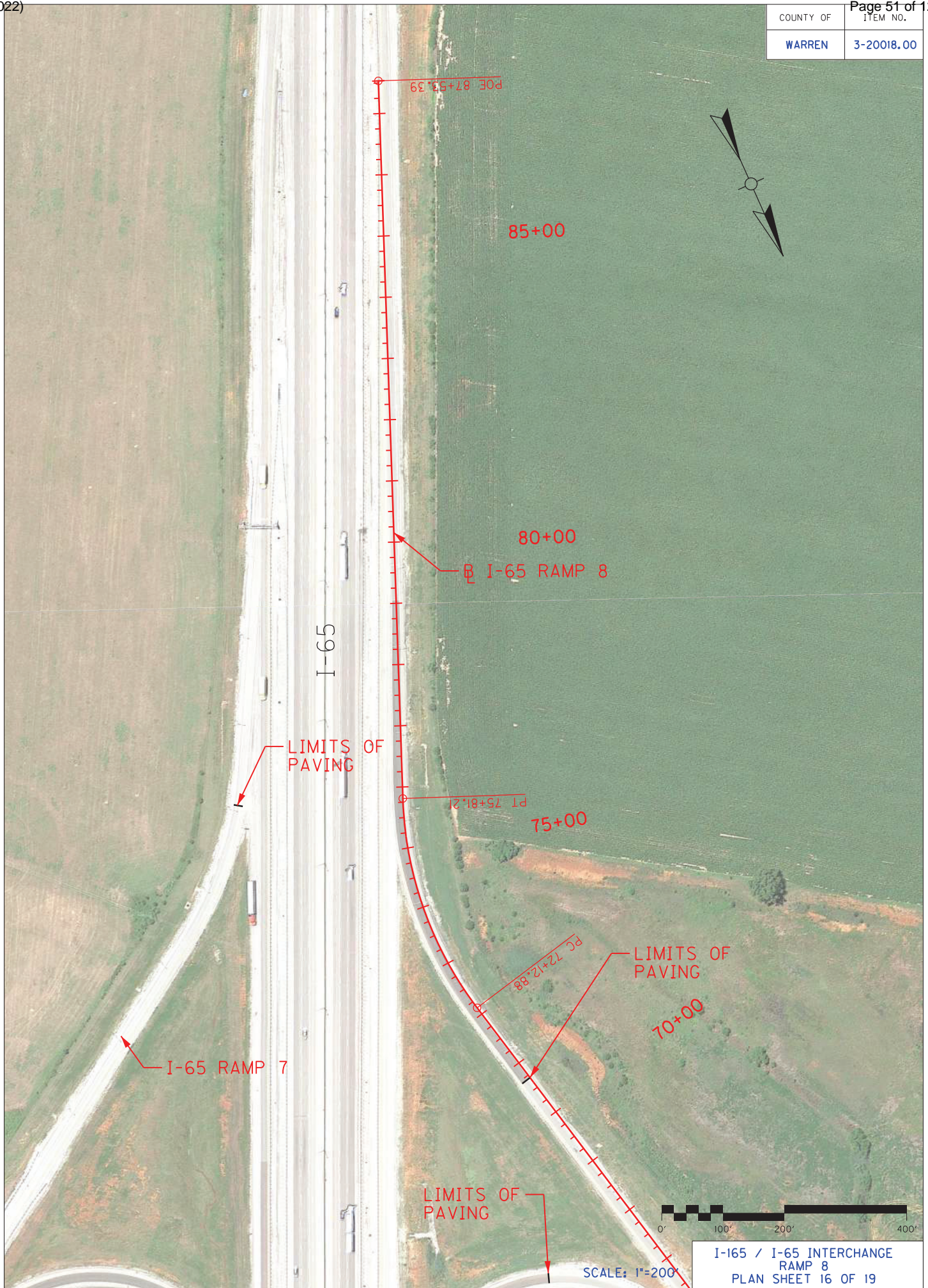
SCALE: 1"=200'

COUNTY OF	ITEM NO.
WARREN	3-20018.00



I-165 / I-65 INTERCHANGE  
RAMP 8  
PLAN SHEET 15 OF 19

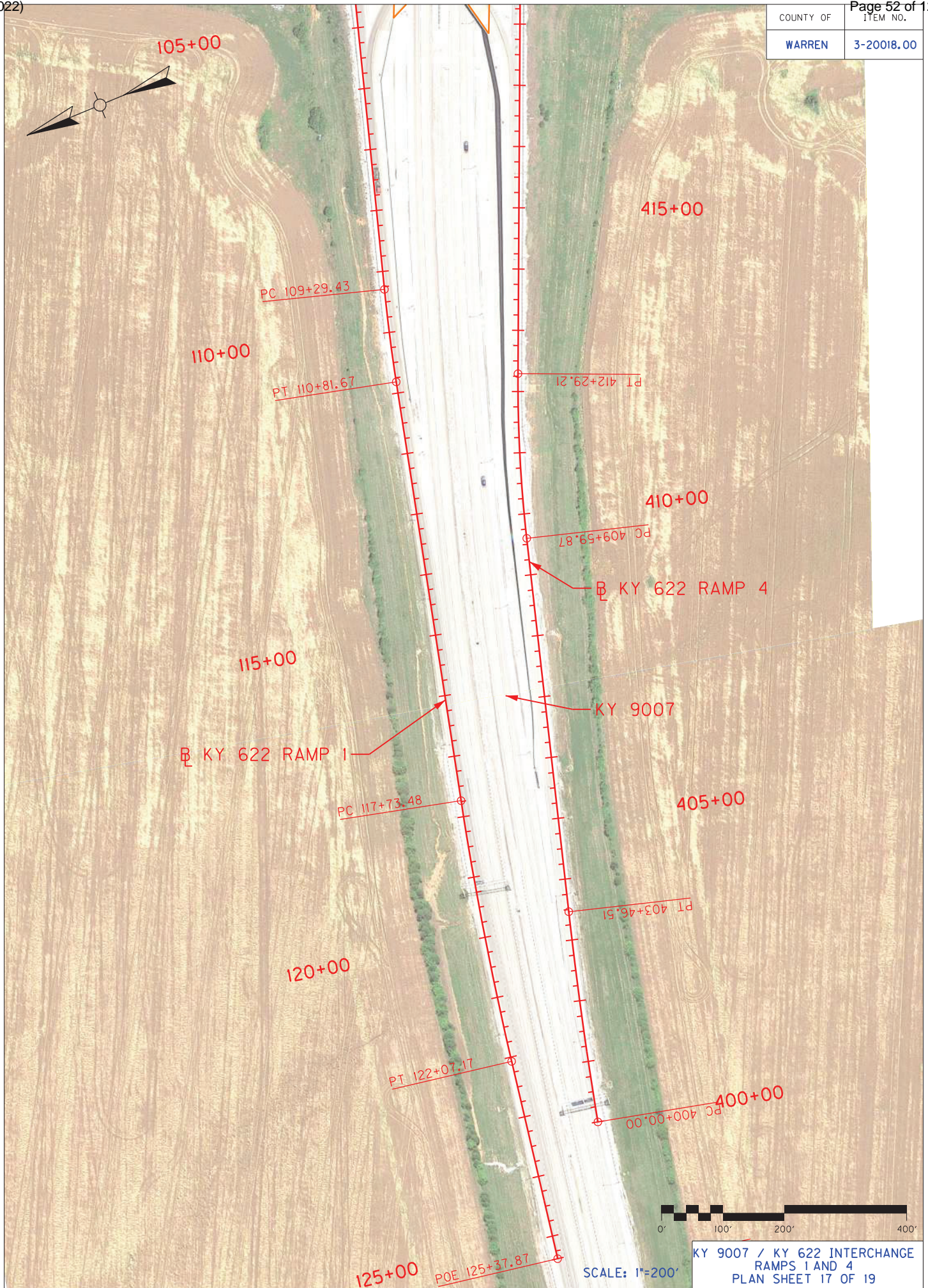
COUNTY OF	ITEM NO.
WARREN	3-20018.00



SCALE: 1"=200'

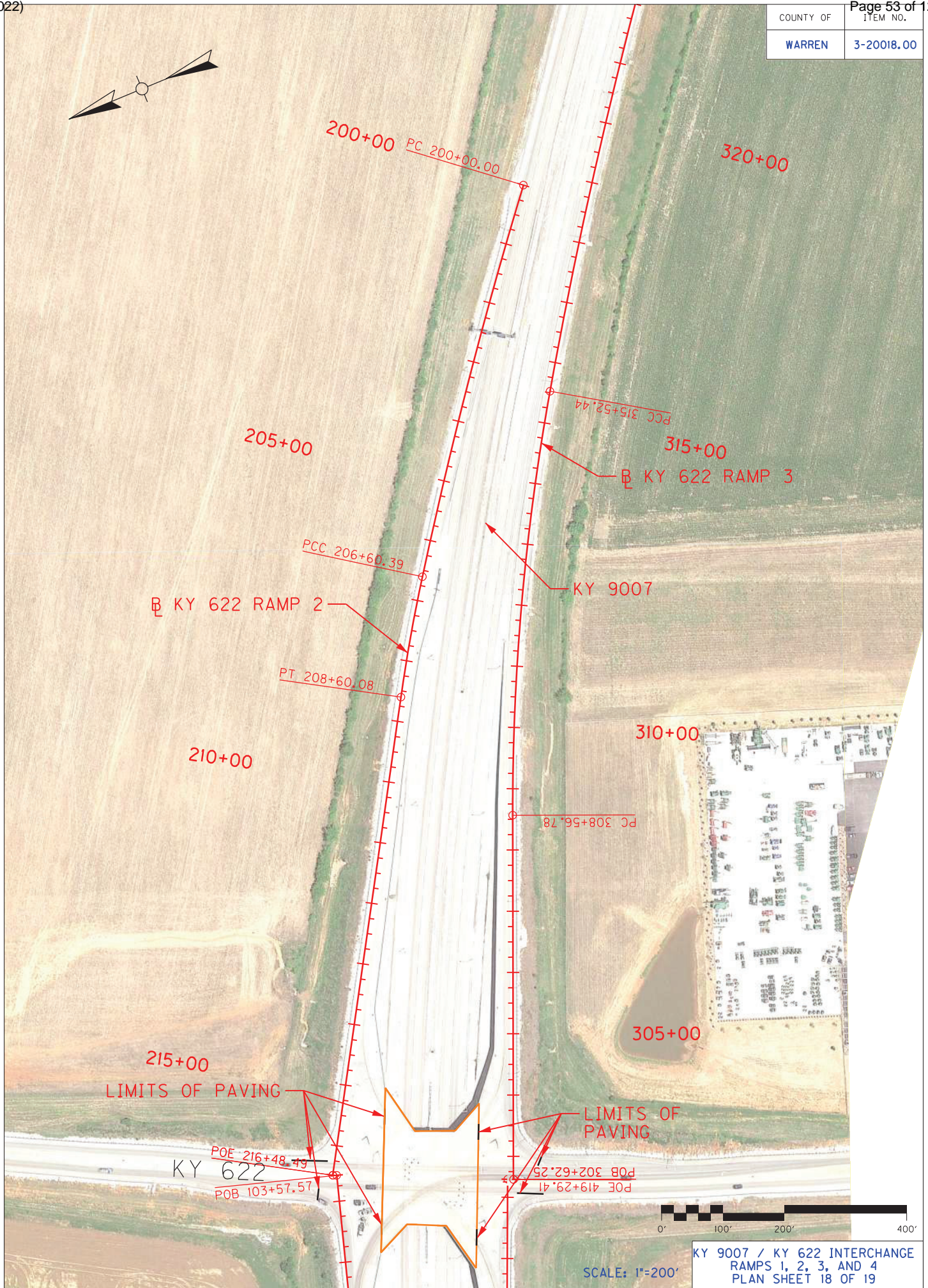
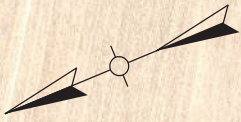
I-165 / I-65 INTERCHANGE  
RAMP 8  
PLAN SHEET 16 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



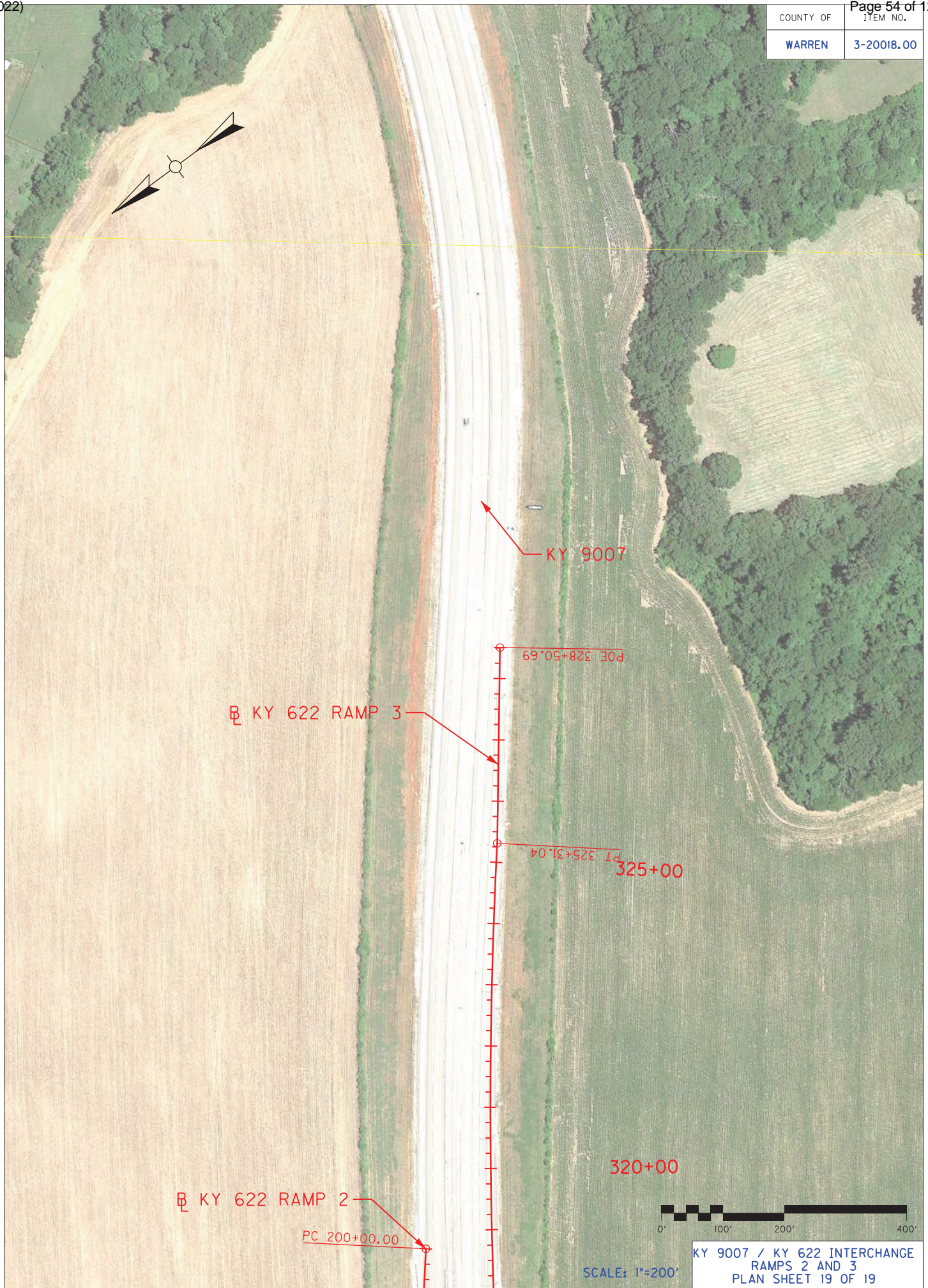
KY 9007 / KY 622 INTERCHANGE  
RAMPS 1 AND 4  
PLAN SHEET 17 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



SCALE: 1"=200'  
KY 9007 / KY 622 INTERCHANGE  
RAMPS 1, 2, 3, AND 4  
PLAN SHEET 18 OF 19

COUNTY OF	ITEM NO.
WARREN	3-20018.00



Ⓟ KY 622 RAMP 3

Ⓟ KY 622 RAMP 2

PC 200+00.00

KY 9007

POE 328+50.69

PT 325+31.04  
325+00

320+00



SCALE: 1"=200'

KY 9007 / KY 622 INTERCHANGE  
RAMPS 2 AND 3  
PLAN SHEET 19 OF 19

**TRAFFIC CONTROL PLAN  
I-165 / NATCHER PARKWAY – WARREN COUNTY  
PAGE 1 OF 5**

**TRAFFIC CONTROL GENERAL**

Except as provided herein, maintain and control traffic in accordance with the current editions of the Standard Specifications and Standard Drawings. Except for the roadway and traffic control bid items listed, all other items of work, described herein, necessary to maintain and control traffic, will be paid for with the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the project shall be in compliance with the appropriate Standard Drawings. Do not use cones for lane closures or shoulder closures.

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

Reduce the speed limit in work areas of the Parkway to 45 miles per hour on eastbound from the KY 622 interchange to the US 231 intersection, and 55 miles per hour in all other locations 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 signs erected. Any relocation or covering of signs will be incidental to "Maintain and Control Traffic."

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

**PROJECT PHASING AND CONSTRUCTION PROCEDURES**

The Contractor shall maintain a minimum of one 11-foot lane in each direction.

Use a lane closure at all times when work is performed in the adjacent lane or adjacent shoulder. Traffic shall not be allowed to travel on milled surface. Remove edge lines as necessary and approved by the Engineer throughout the project. Paint temporary edge lines through the lane closure.

The I-65 Ramps and the KY 622 Ramps may be closed, one at time. Closure can occur from 6:00 PM to 6:00 AM Monday through Thursday and on no holidays. Ramps may be closed multiple time. All work must completed during the closure.

Note that lane shifts are required throughout the project. Stripe according to the Standard Drawings and MUTCD.

The Contractor must notify the Engineer at least fourteen (14) days prior to beginning construction in either direction.

**PHASE 1**

Using lane closures, complete crack sealing, as directed by the Engineer. Crack sealing shall be completed a minimum of three (3) months before pavement is placed.

**PHASE 2**

Shift traffic to the inside lane. Pave outside lanes and fog seal outside shoulders. If necessary, lane closures may occur multiple times.

**TRAFFIC CONTROL PLAN  
I-165 / NATCHER PARKWAY – WARREN COUNTY  
PAGE 2 OF 5**

**PHASE 3**

Shift traffic to the outside lane. Pave inside lanes and fog seal inside shoulders. If necessary, lane closures may occur multiple times.

**RAMPS**

The I-65 Ramps and KY 622 ramps may be closed, one at time. Pave existing lanes and fog seal shoulders. Ramps may be closed more than once. This construction can be done concurrent with Phase 2 and Phase 3.

**LANE AND SHOULDER CLOSURES**

Limit the lengths of lane and shoulder closures to only that needed for actual operations in accordance with the phasing specified herein. The weave area within the I-65 and I-165/ KY 9007 interchange (Approximately I-165 MP 0.10 to KY 9007 MP 1.80) shall be limited to lane closure length of seven (7) days total per direction. Limit lane closures to allow a minimum of one lane open per direction at any given time

Other than the holidays listed in the current standard specifications, the Engineer may specify additional days and hours when lane closures are not allowed. Do not leave lane closures in place during prohibited periods.

Contrary to Section 112, lane and shoulder 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 LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILES, LEFT/RIGHT LANE CLOSED 3 MILES, 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.

A quantity of signs has been included for lane shifts, “Roadwork Ahead” signs on entrance ramps, and extra Double Fine signs and Speed Limit signs between interchanges to be paid for only once no matter how many times they are moved or relocated.

Traffic control signs in addition to normal lane closure signing detailed in the Standard Drawings may be required by the Engineer.

**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**

Provide portable changeable message signs in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions provide additional portable changeable message signs. Place portable changeable message signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional portable changeable message signs so that traffic

**TRAFFIC CONTROL PLAN  
I-165 / NATCHER PARKWAY – WARREN COUNTY  
PAGE 3 OF 5**

has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer. The portable changeable message signs will be in operation always. In the event of damage or mechanical/electrical failure, the Contractor will repair or replace the Portable Changeable Message Sign immediately. Portable Changeable Message Signs will be paid for once, no matter how many times they are moved or relocated. The Department WILL NOT take possession of the signs upon completion of the work.

## **BARRELS**

Barrels are to be used for channelization or delineation and will be incidental to "Maintain and Control Traffic" according to Section 112.04.01. Replacement of damaged barrels due to poor condition or reflectivity, as directed by the Engineer, will not be measured for payment.

## **TRUCK MOUNTED ATTENUATORS**

Furnish and install MUTCD approved Truck Mounted Attenuators (TMAs) 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 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. TMAs 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".

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

1. Temporary and permanent 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; and
5. Permanent striping will be Extruded Thermoplastic Marking and Durable Tape Type 1.

Removal of temporary striping shall be incidental to "Maintain and Control Traffic."

## **BARRICADES**

Barricades used for channelization or delineation shall be incidental to "Maintain and Control Traffic". As directed by the Engineer replacements for damaged barrels to be replaced due to poor condition or reflectivity will not be measured for payment.

**TRAFFIC CONTROL PLAN  
I-165 / NATCHER PARKWAY – WARREN COUNTY  
PAGE 4 OF 5**

## **PAVEMENT EDGE DROP-OFFS**

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

A pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation shall not have an elevation difference greater than 1 ½". Place warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual posting on both sides of the traveled way shall be required. Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

- Less than 2" – Protect with a lane closure.
- 2" to 4" – Protect with a lane closure. Place barrels, vertical panels, or barricades every 50 feet. Traffic cones may not be used in place of barrels, panels, and barricades at any time. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place.
- Guardrail Installation – All areas from which guardrail is removed shall be protected by a shoulder closure or other method approved by the Engineer until the new guardrail is installed.

## **TRAFFIC COORDINATOR**

Designate an employee to be Traffic Coordinator. The designated Traffic Coordinator must be certified by an agency qualified for training in this area. The Traffic Coordinator will inspect the project maintenance of traffic once every two hours during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted always.

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

This project is designated as a Significant Project in accordance with Section 112.03.03 of the Kentucky Standard Specifications.

## **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.

**TRAFFIC CONTROL PLAN  
I-165 / NATCHER PARKWAY – WARREN COUNTY  
PAGE 5 OF 5**

**INCIDENTAL TO MAINTENANCE OF TRAFFIC**

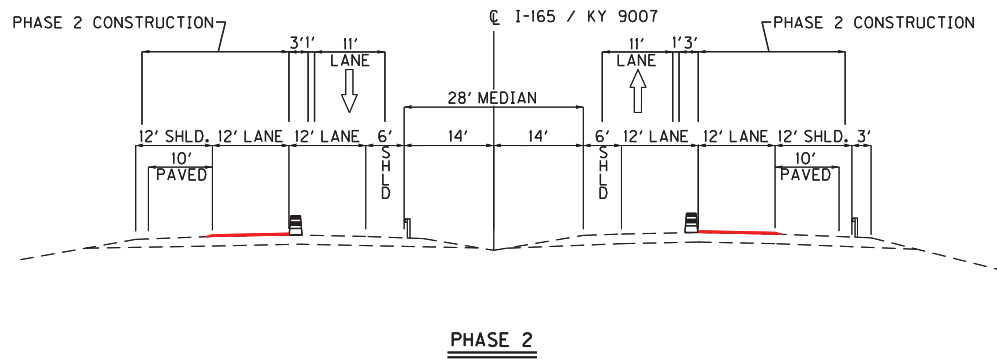
As noted in above paragraphs the following items will not be measured but are considered incidental to “Maintain and Control Traffic.”

- Lane and Shoulder Closures
- Barrels and Replacement of Damaged Barrels
- Type III Barricades
- Removal of Temporary Striping
- Relocations of Portable Changeable Message Signs
- Relocations of Flashing Arrows
- Relocation or Covering of Signs
- Replacement of Damage Signs
- Maintenance of Shoulders to Maintain Traffic
- Truck Mounted Attenuators
- Removing and Replacing or Covering and Uncovering of Pavement Marker Lenses

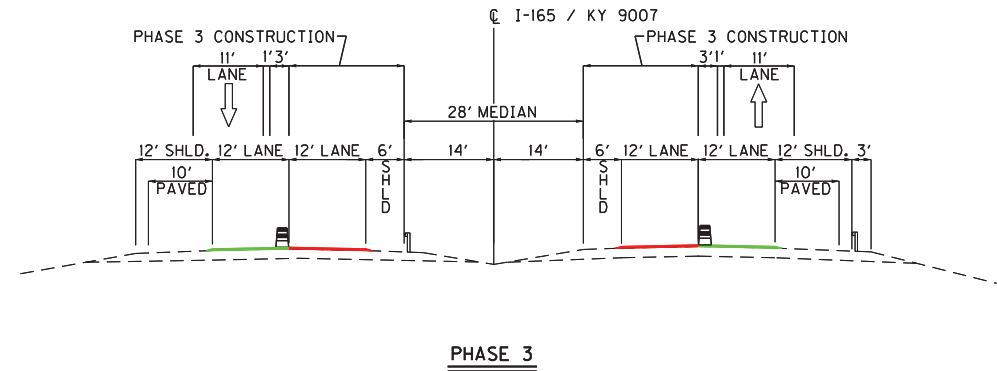
# MAINTENANCE OF TRAFFIC TYPICAL SECTIONS

COUNTY OF	ITEM NO.
WARREN	3-20018.00

<b>LEGEND</b>	
UNDER CONSTRUCTION	
CONSTRUCTED DURING A PREVIOUS PHASE	



PHASE 2



PHASE 3

NOT TO SCALE

MAINTENANCE OF TRAFFIC  
TYPICAL SECTIONS

### **SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**

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

### **SPECIAL NOTE FOR BEFORE YOU DIG**

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.

## **Special Note for Fixed Completion Date And Liquidated Damages**

This project will have a fixed completion date of **September 30, 2022** for completion of all work associated with this project.

Liquidated damages per the Standard Specifications will be charged for each calendar day for any work completed after September 30, 2022.

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

October, 2018

### SPECIAL NOTE FOR FOG SEAL

Except as provided herein, conform to all requirements of the current Standard Specifications for Road and Bridge Construction. Section references are to the Standard Specifications. For chip seal applications, use an approved fog seal material applied in two passes in opposite directions at a rate of 0.05 – 0.08 gallons per square yard with a total rate of 0.10-0.16 gallons per square yard. The emulsion used for fog sealing chip application shall be diluted between 28-32%.

For all other applications, use undiluted approved fog seal material at a rate of 0.12-0.16 gallons per square yard. The recommended emulsions are to be in accordance with AASHTO M208 or M140.

Before applying the fog seal, sweep the chip seal or roadway to remove any loose aggregate, mud, dirt, dust, and other caked material or loose foreign material that may have accumulate on the roadway. Uniformly apply the asphalt emulsion with an asphalt distributor or approved equipment in accordance with Section 406.03.03b except apply at the rates specified herein. Contrary to section 406 of the Standard Specification, material shall maintain a temperature range of 120° to 180° F during application. The fog seal shall be applied when air temperature is at least 50 degrees F and rising and a minimum surface temperature of 70 degrees F.

Any water added to the emulsion must meet the requirements of Section 803 of the Standard Specifications. If placed over a chip/scrub seal treatment, the application shall be a minimum of 5 to a maximum of 10 calendar days after the treatment application.

Adjust operations as necessary and as directed by the engineer to achieve complete, uniform coverage of the application. Correct areas of incomplete coverage by hand spraying or by a second application of material as approved by the engineer. Any fog seal material applied in excess of the requirements shall be covered or removed with a blotter course dry sand as directed by the Engineer.

Payment will be based on the accepted, weighed tons of diluted emulsion applied as specified. Payment per ton of “Asphalt Emulsion for Fog Seal” will be full compensation for all labor, materials, and equipment necessary to prepare the surface for treatment, application of the emulsion, corrective work, and protection of the emulsion until cured. Dry sand used as a blotter course due to excessive use of fog seal will not be considered for payment. Liquid asphalt and fuel adjustments will not be considered for payment for all fog seal applications.

Application Rates of Material.

Properties	Minumum	Maximium
Application rate of emulsion for chip seal Fog seal application required in both directions	0.05	0.08
Application rate of emulsion for non chip seal	0.12	0.16
Emulsion temperature, F	120	180

## SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION

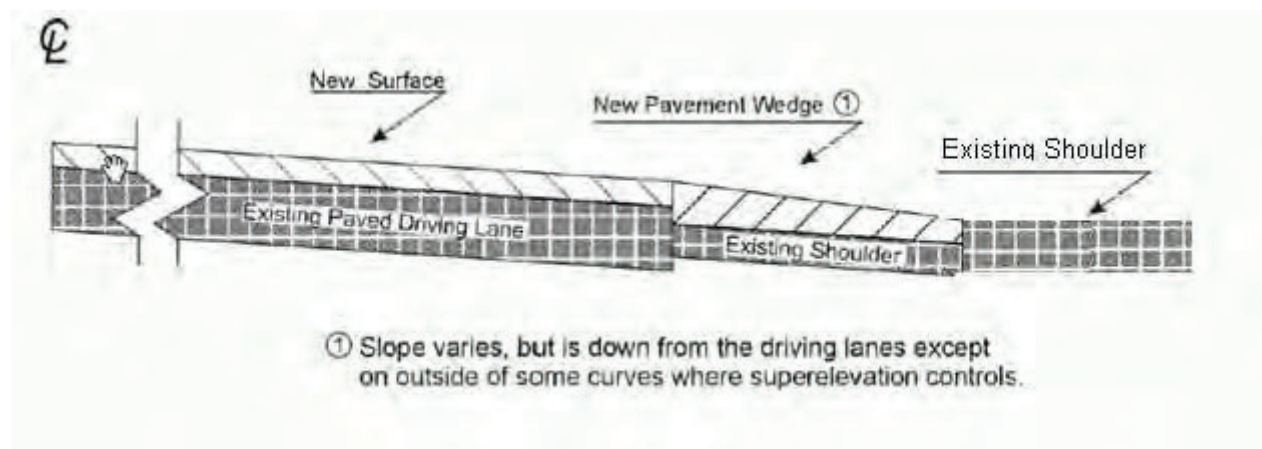
**1.0 MATERIALS.** Provide an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.

**2.0 CONSTRUCTION.** Place the specified Asphalt Surface Mixture on shoulders monolithically with the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Section 403.03 of the Standard Specifications.

Equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithically with the driving lane.

The wedge may vary in thickness at the edge of the milled area in the shoulder. If the area to receive the shoulder wedge is milled prior to placement, during rolling operations pinch the outside edge of the new inlay wedge to match the existing shoulder elevation not being resurfaced. Unless required otherwise by the Contract, construct rolled or sawed rumble strips according to Section 403.03.08, as applicable.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.

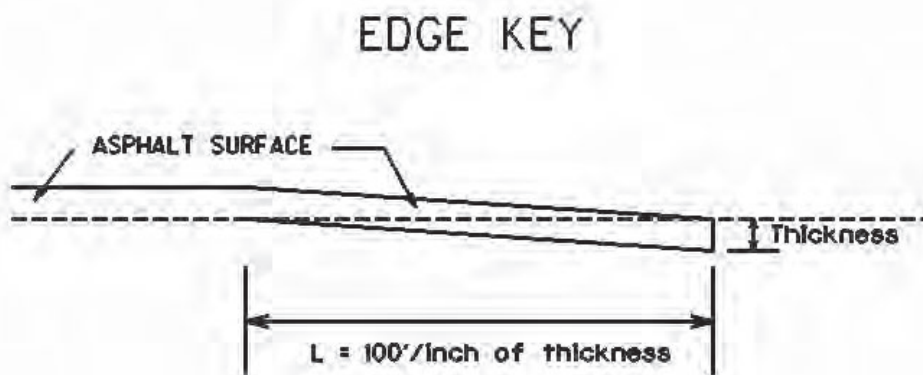


**3.0 MEASUREMENT.** The Department will measure Asphalt Surface Mixture placed as the pavement wedge according to Section 403.

**4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures on pavement wedges according to Section 403.

### SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will make payment for this work at the Contract unit price per ton for Asphalt Pavement Milling and Texturing, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.



**Thickness = 0.75 Inches**

**L = 75 LF**

**L= Length of Edge Key**

1-3309 Edge key by Ton  
01/02//2012

January, 2020

## **SPECIAL NOTE FOR CRACK SEALING**

The crack sealant shall be Crafcro Polyfiber Type IV or approved equivalent. Crack sealing must be completed a minimum of 30 days prior to the overlay treatment. No sealant material shall be placed until the joints and cracks have been cleaned of all loose dirt and material using a minimum of 125 psi/ 100 cfm air compressor. After routing and cleaning, all joints and cracks shall be heat lanced to clean and remove moisture. The heat lance shall be a LAB Model B or approved equal capable of producing air temperatures up to 2500 F. Joints and cracks shall be inspected and approved by the Department prior to placing the sealant material. Final joint and crack cleaning and heat lancing shall not proceed in advance of sealing by more than 1/8 mile. The sealant container shall be a thermostatically controlled heated oil jacketed tank with the ability to agitate the sealant. Sealant shall be leveled or struck down with the use of a 3 inch disk attachment at the end of the wand applicator. The overband width of the hot applied modified crack sealant shall not exceed 3 inches in width or 1/8 inch in height above the surrounding pavement unless directed by the engineer. Glenzoil 20 Plus, Crafcro Detack or approved equal shall be sprayed on the placed sealant prior to opening to traffic at an application rate of approximately 1 gallon of Glenzoil 20 Plus/Crafcro Detack per 50 gallons of sealant. All debris from the work must be removed prior to opening to traffic.

## **SPECIAL NOTE FOR POLISH-RESISTANT AGGREGATE IN NO 4 THINLAY ASPHALT MIXTURES**

**Contrary to Subsection 403.03.03**, provide polish-resistant aggregate in the ASPH SURF NO.4 asphalt mixture conforming to one of the following requirements:

### **ASPH SURF NO.4A**

- 100 percent of total combined aggregate is Class A polish-resistant aggregate.

### **ASPH SURF NO.4B**

- Total combined aggregate is composed of a Class A and Class B polish-resistant aggregate; or
- Minimum of 85 percent Class B polish-resistant aggregate and maximum 15% Class D aggregate of the total combined aggregate.

**Contrary to Section 409.03.03** of the *Standards and Specifications*, for a 4.75mm asphalt mixture requiring a Class A or B polish resistant aggregate, the use of recycled/reclaimed materials is prohibited. For 4.75mm asphalt mixtures requiring Class D aggregate, recycled asphalt pavement (RAP) shall not exceed 15% of effective binder content, and the use of recycled asphalt shingles (RAS) is prohibited.

### Special Note for Density Requirements for Asphalt Surface No. 4 Mixes

**1. Description.** Density will be required and accepted by the use of a field density gage for asphalt surface No. 4 mixes.

**2. Materials.** The field density gage can be either a calibrated nuclear or non-nuclear gage.

**3. Equipment.** Provide compaction equipment as outlined in section 403 of the current standard specifications.

**4. Construction.**

**A. Control Strip.** Within the first 1000 linear feet placement of the No. 4 asphalt surface perform a control strip to determine the roller pattern to obtain no less than 92 percent of the maximum specific gravity from the approved mix design. Perform additional control strips when there is a change made during the production of asphalt surface mixture.

The control strip shall be a maximum 1000 linear feet and the full width of the lane in which the asphalt surface is being placed. After 2 passes of the compaction equipment, the Department will mark 3 random locations and the contractor will take density measurements at these locations in the presence of the Engineer. The contractor will take density from the same 3 random locations after subsequent passes of the compaction equipment. The average of the 3 random locations shall be no less than 92 percent of the maximum specific gravity of the approved mix design.

The Engineer will visually inspect the surface material after each pass to determine if the aggregate is being crushed and the asphalt surface is showing signs of distress. The contractor will be required to give the Engineer the rolling pattern of the compaction equipment at the end of the control strip.

**B. Test Sections.** The Engineer will divide the remaining linear feet after the control strip into lots of 3500 linear feet. The rolling pattern that was determined to achieve density during the control strip shall be used for the test sections. If there is a change in the rolling pattern, inform the Engineer prior to making the change and the reason for the change in the rolling pattern. Each lot will be tested at five random locations determined by the Engineer. The average of the five tests must be at least 92 percent with no individual measurement less than 90 percent of the maximum specific gravity for that day's production.

When the average density of a test section doesn't meet the density requirement above, cease laydown operations, and either provide additional compaction effort or rework the entire test section to obtain the required average density. If the additional compaction effort fails to meet the density requirements, determine the cause that density could not be obtained. After all efforts are made to determine the cause, perform a new control strip to establish a new rolling pattern as outlined above. When an individual density measurement fails to meet the required density requirement, provide additional compaction effort or rework the area represented by that measurement to meet the required density.

**C. Records.** Provide all density measurements for all of the control strips and/or test sections that was performed at the end of each day's production to the Engineer.

**5. Payment.** All equipment, labor, and testing equipment is considered incidental to the asphalt surface No.4 mixture pay item. The lot pay adjustment schedule is paid as option B as outlined in section 402 of the current standard specifications.

## SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

### 1.0 General

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

### 2.0 Equipment

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

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

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

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

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

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

### 3.0 Testing Requirements

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

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

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

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

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

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

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

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

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

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

#### **4.0 Data**

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

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

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

#### **6.0 Payment**

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

June 3, 2019

Sept, 2019

**SPECIAL NOTE FOR FIBER REINFORCEMENT OF MICROSURFACING**

**PART 1 – GENERAL**

**1.1 DESCRIPTION**

This section includes specifications for furnishing all materials, equipment, labor, and incidentals for mixing and designing fiber reinforcements to microsurfacing.

**PART 2 – PRODUCT**

**2.1 MATERIALS**

The fiber must be alkali resistant glass fiber and shall be ¼” pre-chopped length. The fibers shall be added at a rate of 0.30% +/- 0.10% by dry weight of aggregate. Fiber that is used in the fiberized microsurfacing shall be approved equivalent alkali and acid resistant glass fiber meeting the following specifications.

<b>Alkali and Acid Resistant Glass Fibers</b>		
<b>Property</b>	<b>Measure</b>	<b>Standard</b>
Linear Weight of Strand (tex)	82 min.	ISO 1889
	100 min.	ISO 1889
Moisture Content (%)	0.35 max.	ISO 3344
Specific Gravity	2.68 g/cm <sup>3</sup>	ISO 1183-3
Softening Point (°C)	860 min.	ASTM D276
Tensile Strength (Mpa)	1700 min.	ASTM 2256

**2.2 MIX DESIGN**

The fiber shall be incorporated during the mix design phase of the microsurfacing. A mix design with and without the fibers shall be submitted to the Department two weeks prior to starting work for the Department’s approval. The mix design shall list the percentage of all the individual materials used during the production of microsurfacing based on the dry aggregate weight.

**PART 3 – CONSTRUCTION**

**3.1 FIBER FEEDING SYSTEM**

The equipment used to dispense the fibers shall be a mounted hydraulic feeding system located at the rear of the microsurfacing continuous paver and capable of protecting the fibers from moisture. The fibers shall be distributed into the microsurfacing pug-mill, using an automated dispensing system. The distribution shall consist of a consistent ¼” length using the RPM’s as application rate. The equipment shall properly distribute the material keeping the fibers from clumping together as well as be adjustable to meet the approval of the Engineer.

**3.2 CALIBRATION**

The fiber feeding system shall be calibrated at three different RPM’s to ensure that the proper rate of application of the fiber is used as according to the mix design. The amount of fibers used

Sept, 2019

shall be reported to the Engineer at the end of each day's production. The amount of fibers used shall be given to the Department at any time during production when requested.

**PART 4 – MEASUREMENT AND PAYMENT**

- 4.1** The Department will measure the quantity of fibers for microsurfacing as square yards with fibers. Each square yard of microsurfacing placed with fibers according to this special note will be measured and paid for at the contract unit bid price per square yard, and shall include full compensation for furnishing all labor, tools, equipment, and incidentals involved in adding the fibers to microsurfacing.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
25051EC	Fiber Reinforcement for Microsurfacing	Square Yards

Sept, 2019

**SPECIAL NOTE FOR FIBER REINFORCEMENT OF NO. 4 ASPHALT SURFACE**

**PART 1 – GENERAL**

**1.1 DESCRIPTION**

This Section includes specifications for furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber reinforcements to hot mix No. 4 asphalt Surface.

**1.2 DEFINITIONS**

- A. HMA- hot mix asphalt, without aramid fiber.
- B. WMA- warm mix asphalt, without aramid fiber.
- C. Reinforced HMA - hot mix asphalt including aramid fibers properly proportioned, uniformly mixed and coated with asphalt.
- D. Aramid fiber – blend of polyolefin and aramid fiber meeting the material properties of this specification, without additive materials.
- E. Delivery material(s) - the material(s) combined with the aramid fiber to facilitate aramid fiber and HMA/WMA proportioning, uniform mixing with the HMA/WMA, and asphalt coating of the aramid fibers.
- F. Aramid product - the aramid supplier’s mixture of pure aramid fiber and delivery material(s).
- G. Manufacturer - the company that produces the aramid fiber from raw materials.
- H. Supplier - the company that offers an aramid product.

**PART 2 – PRODUCT**

**2.1 MATERIALS**

Meet the following aramid fiber properties.

Property	Measure	Standard
Material	Aramid	ASTM D276
Form	Monofilament fibers	Manufacturer Certification
Length	0.75 (+/- 10%)	Manufacturer Cert.
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D3379
Maximum Tensile Elongation	1.8 %	ASTM D3379
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Cert.

**2.2 SUBMITTALS**

Submit the following.

- A. Identify the mixing plant.
- B. Provide a specification sheet from the aramid fiber manufacturer.
- C. Provide the following from the aramid product supplier at least three weeks prior to HMA/WMA production.
  - 1. The supplier’s specified mix rate for the aramid product.
  - 2. Certification that the amount of aramid fiber in the aramid product has a minimum of 2.1 ounces of aramid fiber for each ton of hot mix asphalt.

Sept, 2019

3. Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at an asphalt plant. List the type of asphalt plant used for each project (drum, batch, or continuous plant) and how the aramid fibers were introduced.
4. Proven method of introducing the aramid fibers into the hot mix asphalt which will not cause the aramid fibers to become airborne.

### 2.3 JOB MIX FORMULA

When aramid fiber is required as a mixture ingredient, modification to the job mix formula is not required. The aramid fiber shall not be used during the design of the No. 4 asphalt surface mix.

## PART 3 – EXECUTION

### 3.1 CONSTRUCTION REQUIREMENTS

Store aramid product in a dry environment and do not allow them to be in contact with moisture.

Mix a minimum of 2.1 ounces (+10%) of aramid fibers per ton of asphalt. The weight applied is for aramid fibers only, weight of any delivery materials shall not be considered.

Have a fiber supplier's representative on site during the first day of production mixing. This requirement can be waived if fiber supplier and HMA/WMA producer can provide evidence of supplier's fiber product being successfully produced by the HMA/WMA producer. The fiber supplier's representative may be on site for additional days as requested by the Engineer.

Introduce the aramid product as follows:

#### 1. Batch Plant

When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. This shall be done with a fiber metering device. If necessary, increase the batch dry mixing time to ensure the aramid fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.

#### 2. Drum Plant

When a continuous or drier-drum type plant is used, add the aramid product to where the RAP material is introduced into the drum to uniformly disperse with the aggregate and injected asphalt. Use a separate aramid product metering device feed system to proportion by weight of total mix, the required percentage of fiber reinforcement into the mixture. Control the aramid product metering system with a proportioning device to meet the dosing requirements.

The product metering device shall have the capability of delivering  $\pm 10\%$  of the aramid fiber mass by design. Calibration of the metering device will be conducted prior to production in the presence of the Department and manufacturer's representative. Manual feeding of the aramid fibers will not be permitted. The metering device shall also have the following:

1. The metering device shall be an automated air blown system.
2. Low level indicators

Sept, 2019

3. No-flow indicators
4. A digital read out indicating the rate the aramid fibers are being introduced.
5. A section of anti-static transparent pipe in the fiber supply line for observing consistency of flow or feed.
6. Certified scales
7. Capability to automatically change the rate of introduced fibers with the rate of the asphalt plant's production.
8. Manufacturer's representative along with the Department will approve the metering device prior to production.
9. Printout capability indicating the rate and amount of fibers used.

Mix the aramid fiber with the aggregate longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber. At the start of any fiber mixing, visually observe the reinforced HMA/WMA at the plant, in first three trucks at the point of discharge, and prior to delivery to the job site. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments as needed.

### 3.2 ACCEPTANCE

Acceptance of the reinforced HMA/WMA will include the following factors:

1. Aramid fiber is properly proportioned based on documentation comparing fiber feed to HMA/WMA mix production.
2. A log, certified by the fiber manufacturer/supplier, totaling the amount of aramid fibers applied shall be required daily.
3. A visual inspection shall be required at the end of the mixing process, verifying the aramid fibers are uniformly distributed and there is no clumping of aramid fiber or the aramid delivery product.
4. All other mixture and density requirements of the asphalt as detailed in the Standard Specifications, current edition, shall apply.
5. Aramid Dispersion State Ratio (ADSR) test will be required for a minimum of one sample per day of production not exceeding three days.
  - Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at [NCE@asu.edu](mailto:NCE@asu.edu).
  - The laboratory testing shall be conducted by Rutgers University or an approved laboratory by the Department.
  - To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent by total sample weight.
  - All tested fiber mixes must achieve a minimum ADSR of  $\geq 80\%$ .

Sept, 2019

**PART 4 - MEASUREMENT AND PAYMENT**

The Department will measure the quantity of Fiber Reinforcement for HMA/WMA as ton of asphalt placed with fibers. Each ton of asphalt placed with the aramid fibers according to this special note will be measured and paid for at the contract unit bid price per ton, and shall include full compensation for furnishing all labor, tools, equipment, and incidentals for doing all the work involved in adding the fibers to HMA/WMA.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24785EC	Fiber Reinforcement for HMA	Tons



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

TC 62-226  
Rev. 01/2016  
Page 1 of 1

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>			
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>		<b>PROJECT # (FEDERAL)</b>	
3-20018		Warren		FD52 114 9007 000-003		NHPP 0031(022)	
<b>PROJECT DESCRIPTION</b>							
Thin overlay of existing Natcher Parkway from MP 0-2.079 and existing I-165 from MP 0-0.526							
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>							
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.							
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>							
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.							
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>							
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract							
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>							
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.							
Total Number of Parcels on Project		0	<b>EXCEPTION (S) Parcel #</b>		<b>ANTICIPATED DATE OF POSSESSION WITH EXPLANATION</b>		
<b>Number of Parcels That Have Been Acquired</b>							
Signed Deed		0					
Condemnation		0					
Signed ROE		0					
<b>Notes/ Comments (Text is limited. Use additional sheet if necessary.)</b>							
<b>LPA RW Project Manager</b>				<b>Right of Way Supervisor</b>			
Printed Name				Printed Name		Andrew Stewart	
Signature				Signature		<i>Andrew Stewart</i>	
Date				Date		9/29/2021	
<b>Right of Way Director</b>				<b>FHWA</b>			
Printed Name				Printed Name		<b>No Signature Required as per FHWA-KYTC Current Stewardship Agreement</b>	
Signature		<i>Kelly R. Divine</i>		Signature			
Date		Digitally signed by Kelly R. Divine Date: 2021.09.29 11:01:00 -05'00'		Date			

## UTILITIES AND RAIL CERTIFICATION NOTE

<p><b>COUNTY: WARREN</b></p> <p><b>PROJECT ID NUMBER: FD52 114 9007 000-003</b></p> <p><b>FEDERAL NUMBER: NHPP 0031 (022)</b></p> <p><b>TYPE OF PROJECT:</b></p> <p><b>ROUTE NUMBER, FACILITY NAME: I-165 and NATCHER PARKWAY</b></p> <p><b>SCOPE OF PROJECT:</b></p> <p><b>NATCHER PARKWAY FROM MILEPOINT 0.000 TO MILEPOINT 2.079</b></p> <p><b>I-165 MP FROM MILEPOINT 0.000 TO MILEPOINT 0.526</b></p> <p><b>6 YRP ITEM NUMBER: 03-20018.00</b></p>
---

### PROJECT NOTES ON UTILITIES

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

<p><b>COUNTY: WARREN</b></p> <p><b>PROJECT ID NUMBER: FD52 114 9007 000-003</b></p> <p><b>FEDERAL NUMBER: NHPP 0031 (022)</b></p> <p><b>TYPE OF PROJECT:</b></p> <p><b>ROUTE NUMBER, FACILITY NAME: I-165 and NATCHER PARKWAY</b></p> <p><b>SCOPE OF PROJECT:</b></p> <p><b>NATCHER PARKWAY FROM MILEPOINT 0.000 TO MILEPOINT 2.079</b></p> <p><b>I-165 MP FROM MILEPOINT 0.000 TO MILEPOINT 0.526</b></p> <p><b>6 YRP ITEM NUMBER: 03-20018.00</b></p>
---

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

<p>COUNTY: WARREN PROJECT ID NUMBER: FD52 114 9007 000-003 FEDERAL NUMBER: NHPP 0031 (022) TYPE OF PROJECT: ROUTE NUMBER, FACILITY NAME: I-165 and NATCHER PARKWAY SCOPE OF PROJECT: NATCHER PARKWAY FROM MILEPOINT 0.000 TO MILEPOINT 2.079 I-165 MP FROM MILEPOINT 0.000 TO MILEPOINT 0.526 6 YRP ITEM NUMBER: 03-20018.00</p>
--

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

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

**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**

Not Applicable

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

No Rail Involvement    Rail Involved    Rail Adjacent

## UTILITIES AND RAIL CERTIFICATION NOTE

**COUNTY: WARREN**  
**PROJECT ID NUMBER: FD52 114 9007 000-003**  
**FEDERAL NUMBER: NHPP 0031 (022)**  
**TYPE OF PROJECT:**  
**ROUTE NUMBER, FACILITY NAME: I-165 and NATCHER PARKWAY**  
**SCOPE OF PROJECT:**  
**NATCHER PARKWAY FROM MILEPOINT 0.000 TO MILEPOINT 2.079**  
**I-165 MP FROM MILEPOINT 0.000 TO MILEPOINT 0.526**  
**6 YRP ITEM NUMBER: 03-20018.00**

### AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Bowling Green Municipal Utilities - Electric	P.O. Box 10300 Bowling Green, KY 42102	Chad Spencer, Superintendent of Engineering	270-782-1200	cspencer@bgmu.com
Warren Rural Electric Cooperative Corporation	951 Fairview Avenue, P.O. Box 1118 Bowling Green, KY 42102	Jonathan Lindsey, Field Engineer	270-842-6541	jonathanl@wrecc.com
Tennessee Valley Authority	6045 Russellville Road Bowling Green, KY 42101	William F. Mills, Transmission Service Manager	270-846-7049	wfmills@tva.gov
Bowling Green Municipal Utilities - Communication	P.O. Box 10300 Bowling Green, KY 42102	Teresa Newman, General Services Manager	270-782-1200	tnewman@bgmu.com
Atmos Energy Corporation - Natural Gas	3275 Highland Point Drive Owensboro, KY 42303	Ryne White, Engineer	270-685-8140	Ryne.White@atmosenergy.com
Boardwalk Pipeline Partners Northern Division dba / Texas Gas Transmission, LLC	Hardinsburg Compressor Station 2332 Highway 60 W. Hardinsburg, KY 40143	Kevin Carman, Manager of Regional Projects	270-852-1161	Kevin.Carman@bwpmlp.com
AT&T Legacy	7555 East Pleasant Valley Road, Suite 140 Independence, OH 44131	Mike Diederich, Primary SR Tech Project Management	216-750-0135	MD4145@att.com

## UTILITIES AND RAIL CERTIFICATION NOTE

**COUNTY: WARREN**  
**PROJECT ID NUMBER: FD52 114 9007 000-003**  
**FEDERAL NUMBER: NHPP 0031 (022)**  
**TYPE OF PROJECT:**  
**ROUTE NUMBER, FACILITY NAME: I-165 and NATCHER PARKWAY**  
**SCOPE OF PROJECT:**  
**NATCHER PARKWAY FROM MILEPOINT 0.000 TO MILEPOINT 2.079**  
**I-165 MP FROM MILEPOINT 0.000 TO MILEPOINT 0.526**  
**6 YRP ITEM NUMBER: 03-20018.00**

AT&T - KY - Telephone	1150 State Street Bowling Green, KY 42101	Travis Parsley, GEO Manager	270- 846- 3196	tp2087@att.com
BlueGrass Network LLC	2902 Ring Road, P.O. Box 5012 Elizabethtown, KY 42702	Bryan Bell, Network Planning Manager	270- 769- 0339	bbell@bluegrasscellular.com
Lumen - CenturyLink Communications, LLC	Tennessee Area Office	Jeffrey Cannon, Outside Plant Engineer	615- 263- 1128	Jeffrey.Cannon@centurylink.com
North Central Telephone Cooperative Inc.	872 HWY 52 East Bypass, P.O. Box 70 Lafayette, TN 37083	Troy Davis, Engineer	615- 666- 2151	trdavis@nctc.com
Windstream Communications	11101 Anderson Drive, Suite 100 Little Rock, AR 72212	Sarah Hays, Analyst II – Engineering Support	501) 748- 5864	WCI.OSP.PERMITS@windstream.com
Time Warner Cable / Spectrum Cable - CATV	P.O. Box 659 Bowling Green, KY 42102	Daryl G Hulsey, Construction Supervisor	812- 253- 2755	Daryl.Hulsey@charter.com
Bowling Green Municipal Utilities – Water & Sewer	P.O. Box 10300 Bowling Green, KY 42102	Emmet Wood, Engineering Superintendent	270- 782- 1200	ewood@BGMU.com
Warren County Water District	523 Highway US- 31W Bypass, P.O. Box 10180 Bowling Green, KY	Ryan Leisey, P.E., Manager of Engineering	270- 842- 0052	ryanl@warrenwater.com

**PART II**  
**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

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

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

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

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

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

#### **2.0 MATERIALS.**

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

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

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

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

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

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

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

**2.3 Power.**

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

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

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

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

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

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

11

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

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

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

Effective June 15, 2012

## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

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

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

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

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

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

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

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

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

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

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

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

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

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

"General Decision Number: KY20210040 10/29/2021

Superseded General Decision Number: KY20200040

State: Kentucky

Construction Type: Highway

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

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

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

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	03/05/2021
3	10/08/2021
4	10/29/2021

BRIN0004-002 06/01/2021

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

BRICKLAYER

Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 30.50	15.16
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 26.80	12.38
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 29.57	15.10

-----  
BRTN0004-005 06/01/2017

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

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

-----  
CARP0357-002 04/01/2020

	Rates	Fringes
CARPENTER.....	\$ 29.81	19.92
DIVER.....	\$ 45.09	19.92
PILEDRIVERMAN.....	\$ 30.06	19.92

-----  
ELEC0369-006 05/26/2020

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

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

-----  
ELEC0429-001 01/01/2020

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 27.72	13.48

-----  
ELEC0816-002 06/30/2020

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

	Rates	Fringes
ELECTRICIAN.....	\$ 34.06	25.50%+7.25

Cable spicers receive \$.25 per hour additional.

-----  
ELEC1701-003 01/01/2020

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,

UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.52	30%+7.25

Cable spicers receive \$.25 per hour additional.

-----  
ELEC1925-002 01/01/2021

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

	Rates	Fringes
CABLE SPLICER.....	\$ 26.10	14.77
ELECTRICIAN.....	\$ 25.60	14.75

-----  
\* ENGI0181-017 07/01/2021

	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 Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman;

Throttle Valve Person; Tractair & Road Widening Trencher;  
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;  
Welding Machine; Well Points;& Whirley Oiler

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

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

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

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

-----  
IRON0070-005 06/01/2021

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

Rates Fringes

IRONWORKER

Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 31.09	23.75

-----  
IRON0103-004 08/01/2021

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

Rates Fringes

Ironworkers:.....\$ 30.00                    25.29

-----  
IRON0492-003 05/01/2021

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

Rates                    Fringes

Ironworkers:.....\$ 30.35                    15.36

-----  
IRON0782-006 08/01/2021

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

Rates                    Fringes

Ironworkers:  
    Projects with a total contract cost of  
    \$20,000,000.00 or above.....\$ 30.83                    25.52  
    All Other Work.....\$ 29.24                    23.22

-----  
\* LAB00189-005 07/01/2021

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN 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

LABORER CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines;

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

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

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

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

-----  
\* LAB00189-006 07/01/2021

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

LABORER CLASSIFICATIONS

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

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

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

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

-----  
\* LAB00561-001 07/01/2021

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.01	16.60
GROUP 2.....	\$ 24.26	16.60
GROUP 3.....	\$ 24.31	16.60
GROUP 4.....	\$ 24.91	16.60

LABORER CLASSIFICATIONS

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

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

Grinder; Vibrator Operator; Wagon Driller

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

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

-----  
PAIN0032-002 09/01/2020

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 35.01	17.93
All Other Work.....	\$ 32.71	17.93

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

-----  
PAIN0118-003 06/01/2014

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

-----  
PAIN0156-006 04/01/2015

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

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 27.60	12.85
GROUP 2.....	\$ 27.85	12.85
GROUP 3.....	\$ 28.60	12.85
GROUP 4.....	\$ 29.60	12.85
ALL OTHER WORK:		
GROUP 1.....	\$ 26.45	12.85
GROUP 2.....	\$ 26.70	12.85
GROUP 3.....	\$ 27.45	12.85
GROUP 4.....	\$ 28.45	12.85

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

-----  
PAIN0500-002 06/01/2020

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

	Rates	Fringes
Painters:		
Bridges.....	\$ 27.75	15.10
All Other Work.....	\$ 21.50	15.10

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

-----  
\* PLUM0184-002 07/01/2021

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

	Rates	Fringes
Plumber; Steamfitter.....	\$ 37.16	19.03

-----  
PLUM0502-004 08/01/2021

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.07	20.78

-----  
PLUM0633-002 07/01/2020

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.17	19.30

-----  
TEAM0089-003 04/01/2020

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

	Rates	Fringes
--	-------	---------

Truck drivers:  
Zone 1:

Group 1.....	\$ 20.82	23.49
Group 2.....	\$ 21.00	23.49
Group 3.....	\$ 21.08	23.49
Group 4.....	\$ 21.10	23.49

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

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

-----  
TEAM0215-003 04/01/2020

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 22.45	23.49
Group 2.....	\$ 22.68	23.49
Group 3.....	\$ 22.75	23.49
Group 4.....	\$ 22.76	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

-----  
TEAM0236-001 04/01/2020

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 20.82	23.49
Group 2.....	\$ 21.00	23.49
Group 3.....	\$ 21.00	23.49
Group 4.....	\$ 21.00	23.49

Group 5.....\$ 21.08                   23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

\* a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====  
END OF GENERAL DECISION"

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
12.0%	6.9%

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

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

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. The notification shall be mailed to:

**Evelyn Teague, Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8609**

4. As used in this Notice, and in the contract resulting from this solicitation, the "**covered area**" is Warren County.

**PART IV**  
**INSURANCE**

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

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

### PROPOSAL BID ITEMS

211052

Page 1 of 2

Report Date 10/27/21

#### Section: 0001 - PAVING- ALT 1-MICROSURFACE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	25051EC		FIBER REINFORCEMENT FOR MICROSURFACING	217,863.00	SQYD		\$	
0020	40173		MICROSURFACING-SURFACE COURSE - TYPE A	106,274.00	SQYD		\$	
0030	40175		MICROSURFACING-LEVELING COURSE	111,588.00	SQYD		\$	

#### Section: 0002 - PAVING- ALT 2-THINLAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0040	00190		LEVELING & WEDGING PG64-22	678.00	TON		\$	
0050	00356		ASPHALT MATERIAL FOR TACK	46.00	TON		\$	
0060	10020NS		FUEL ADJUSTMENT	8,016.00	DOLL	\$1.00	\$	\$8,016.00
0070	10030NS		ASPHALT ADJUSTMENT	20,134.00	DOLL	\$1.00	\$	\$20,134.00
0080	24887EC		CL3 ASPH SURF NO.4A PG64-22	4,472.00	TON		\$	
0090	25054EC		FIBER REINFORCEMENT FOR SURF NO.4	4,472.00	TON		\$	

#### Section: 0003 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	02562		TEMPORARY SIGNS	2,800.00	SQFT		\$	
0110	02575		DITCHING AND SHOULDERING	13,348.00	LF		\$	
0120	02585		EDGE KEY	394.00	LF		\$	
0130	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0140	02671		PORTABLE CHANGEABLE MESSAGE SIGN	6.00	EACH		\$	
0150	02726		STAKING	1.00	LS		\$	
0160	02775		ARROW PANEL	2.00	EACH		\$	
0170	05950		EROSION CONTROL BLANKET	10,000.00	SQYD		\$	
0180	06511		PAVE STRIPING-TEMP PAINT-6 IN	106,787.00	LF		\$	
0190	06531		PAVE STRIPING REMOVAL-6 IN	95,299.00	LF		\$	
0200	06533		PAVE STRIPING REMOVAL-12 IN	8,813.00	LF		\$	
0210	06542		PAVE STRIPING-THERMO-6 IN W	50,964.00	LF		\$	
0220	06543		PAVE STRIPING-THERMO-6 IN Y	42,265.00	LF		\$	
0230	06546		PAVE STRIPING-THERMO-12 IN W	8,781.00	LF		\$	
0240	06549		PAVE STRIPING-TEMP REM TAPE-B	1,700.00	LF		\$	
0250	06550		PAVE STRIPING-TEMP REM TAPE-W	1,700.00	LF		\$	
0260	06551		PAVE STRIPING-TEMP REM TAPE-Y	1,700.00	LF		\$	
0270	06556		PAVE STRIPING-DUR TY 1-6 IN W	1,242.00	LF		\$	
0280	06557		PAVE STRIPING-DUR TY 1-6 IN Y	828.00	LF		\$	
0290	06568		PAVE MARKING-THERMO STOP BAR-24IN	40.00	LF		\$	
0300	06574		PAVE MARKING-THERMO CURV ARROW	18.00	EACH		\$	
0310	06576		PAVE MARKING-THERMO ONLY	6.00	EACH		\$	
0320	20366NN		REPLACE GRATE	1.00	EACH		\$	
0330	20411ED		LAW ENFORCEMENT OFFICER	200.00	HOUR		\$	
0340	22520EN		PAVE MARKING-THERMO YIELD BAR-36 IN	32.00	LF		\$	
0350	23071EN		OVERBAND CRACK SEALING	16,073.00	LB		\$	

## PROPOSAL BID ITEMS

211052

Page 2 of 2

Report Date 10/27/21

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0360	23875NC		REMOVE THERMOPLASTIC ARROWS	64.00	EACH		\$	
0370	24489EC		INLAID PAVEMENT MARKER	892.00	EACH		\$	
0380	24878EC		ASPHALT EMULSION FOR FOG SEAL	29.00	TON		\$	
0390	24880EC		REMOVE PAVEMENT MARKER	892.00	EACH		\$	

### Section: 0004 - MOBILIZATION / DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	02568		MOBILIZATION	1.00	LS		\$	
0410	02569		DEMOBILIZATION	1.00	LS		\$	