



CALL NO. 102

CONTRACT ID. 251018

CAMPBELL COUNTY

FED/STATE PROJECT NUMBER STP 5390(014)

DESCRIPTION KY-8

WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB

PRIMARY COMPLETION DATE 11/1/2026

LETTING DATE: August 21,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 21,2025. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 2.50%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 06

CONTRACT ID - 251018
STP 5390(014)
COUNTY - CAMPBELL
PCN - DE01900082518
STP 5390(014)

KY-8 (MP 15.97) ADDRESS CONDITION OF PAVEMENT ON KY-8 FROM MP 15.93 TO MP 19.36 IN CAMPBELL COUNTY (MP 19.63), A DISTANCE OF 03.43 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 06-20049.00.
GEOGRAPHIC COORDINATES LATITUDE 38:57:00.00 LONGITUDE 84:22:00.00
ADT

COMPLETION DATE(S):
COMPLETED BY 11/01/2026 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

INSURANCE

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

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

The questions and answers will be posted for each Letting under the heading "Questions & Answers" on the Construction Procurement website (www.transportation.ky.gov/construction-procurement). 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 state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

LOBBYING PROHIBITIONS

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Revised: 1/1/2025

1.0 BUY AMERICA REQUIREMENT.

Follow the “Buy America” provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

2.0 – BUILD AMERICA, BUY AMERICA (BABA)

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all “construction materials” as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be

required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

3.0 FINAL RULE – FHWA’S BUY AMERICA REGULATION TO TERMINATE GENERAL APPLICABILITY WAIVER FOR MANUFACTURED PRODUCTS

- **March 17, 2025** (effective date): For all Federal-aid projects obligated on or after March 15, 2025, all iron or steel products, as defined in § 635.410(c)(1)(iii), must comply with FHWA’s Buy America requirements for steel and iron in § 635.410(b). In addition, for all Federal-aid projects obligated on or after March 15, 2025, per § 635.410(c)(2), articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include “excluded materials” and “construction materials”); an article, material, or supply must not be considered to fall into multiple categories.
- **October 1, 2025:** The final assembly requirement will become effective for Federal-aid projects obligated on or after October 1, 2025. This means that, for manufactured product to be Buy America compliant, for Federal-aid projects obligated on or after October 1, 2025, final assembly of the manufactured product must occur in the United States.
- **October 1, 2026:** The 55 percent requirement will become effective for Federal-aid projects obligated on or after October 1, 2026. This means that, for manufactured product to be Buy America-compliant, for Federal-aid projects obligated on or after October 1, 2026, all manufactured products permanently incorporated into the project must both be manufactured in the United States (satisfy the final assembly requirement) and have the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States be greater than 55 percent of the total cost of all components of the manufactured product (satisfy the 55 percent requirement).

4.0 – ADDITIONAL REQUIREMENTS

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it’s in compliance.

At the Contractor’s request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration’s Buy America webpage for more information.

[Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#)

Effective - June 26, 2025, Letting

BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted:_____

Contractor:_____

Signature:_____

Printed Name:_____

Title:_____

NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION)

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit a fully executed DBE Subcontract, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

Changes to **APPROVED** DBE Participation Plans must be approved by the Office for Civil Rights & Small Business Development. 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 for Civil Rights and Small Business Development to give notification of the bidder's inability to get DBE quotes;
5. Whether the bidder selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise perform these work items with its own forces;
6. Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
7. Whether the bidder negotiated in good faith with interested DBEs not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached;
8. Whether quotations were received from interested DBE firms but were rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firm's quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy DBE goals;
9. Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be subcontracted includes potential DBE participation;
10. Whether the bidder made any efforts and/or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal; and
11. Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a **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 for Civil Rights and Small Business Development
6th Floor West 200 Mero Street
Frankfort, KY 40622

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

KY 8

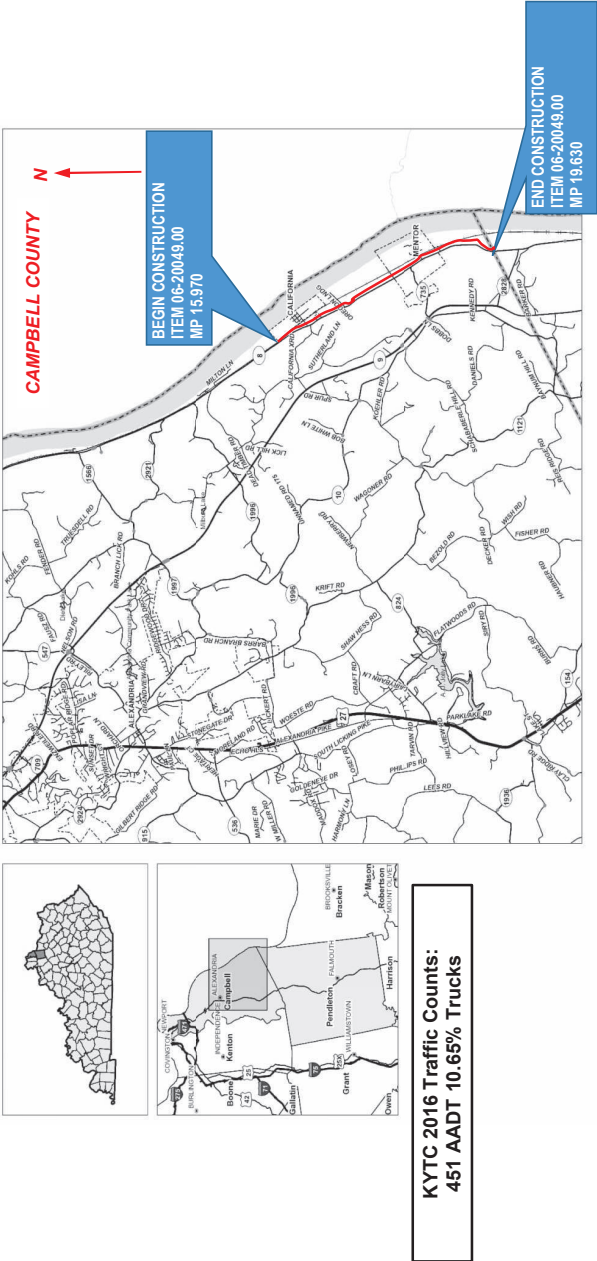
ASPHALT PAVEMENT AND ROADWAY REHABILITATION

CAMPBELL COUNTY - MP 15.970 - MP 19.630
ITEM NO. 06-20049.00

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SLIDE REPAIR SUMMARY
TYPICAL SECTIONS
PLAN SHEETS
TRAFFIC CONTROL PLAN
APPLICABLE SPECIAL NOTES

Prepared By:
WSP USA INC.
1792 ALYSHEBA WAY
LEXINGTON, KY 40509



COUNTY: CAMPBELL

ITEM NO: 06-20049.00

PROJECT NO(S): FD52 019 0008 015-020

STP 5390(014)

LETTING DATE: 8/21/2025

RECOMMENDED BY: KYTC Project Manager DATE:

PLAN APPROVED BY: State Highway Engineer DATE:

FHWA APPROVED BY: DATE:

**STANDARD DRAWINGS
KY 8 - CAMPBELL COUNTY
PAGE 1 OF 1**

APPLICABLE KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD
DRAWINGS - CURRENT EDITIONS:

BHS-014	THRIE-BEAM GUARDRAIL TRANSITION (TL-3)
RBI-001	TYPICAL GUARDRAIL INSTALLATIONS
RBI-002	TYPICAL GUARDRAIL INSTALLATIONS
RBI-003	TYPICAL INSTALLATION FOR GUARDRAIL END TREATMENT TYPE 2A
RBR-001	STEEL BEAM GUARDRAIL ("W" BEAM)
RBR-005	GUARDRAIL COMPONENTS
RBR-015	STEEL GUARDRAIL POSTS
RBR-020	GUARDRAIL END TREATMENT TYPE 1
RBR-020	GUARDRAIL END TREATMENT TYPE 2A
RBR-055	DELINEATORS FOR GUARDRAIL
RBR-100	STEEL BEAM GUARDRAIL (THRIE BEAM)
TPM-105	PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS
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
TPR-115	SHOULDER & EDGELINE RUMBLE STRIP PLACEMENT DETAILS
TPR-130	RUMBLE STRIP DETAILS MULTI-LANE ROADWAYS AND RAMPS
TTC-115	LANE CLOSURE MULTI-LANE HIGHWAY CASE I
TTD-120	DOUBLE FINE ZONES SIGNS
TTD-130	SPEED ZONE WARNING SIGNS
TTS-125	MOBILE OPERATION FOR DURABLE STRIPING CASE II

APPLICABLE KENTUCKY DEPARTMENT OF HIGHWAYS STANDARD DRAWING SEPIAS:

007	PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS
011	PAVEMENT MARKER ARRANGEMENT EXIT GORE AND OFF-RAMP
012	PAVEMENT MARKER ARRANGEMENT FOR PARALLEL DECELL. LANE
014	PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANE
035	GUARDRAIL END TREATMENT TYPE 4A

REFERENCES
KY 8 - CAMPBELL 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	ASPHALT MILLING AND TEXTURING
SPCL. NOTE	TYPICAL SECTION DIMENSIONS
SPCL. NOTE	BEFORE YOU DIG
SPCL. NOTE	FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
SPCL. NOTE	GUARDRAIL DELIVERY VERIFICATION SHEET
SPCL. NOTE	LONGITUDINAL PAVEMENT JOINT ADHESIVE
SPCL. NOTE	TREE REMOVAL
SPCL. NOTE	ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) - ASPHALT
SPCL. NOTE	RAP STOCKPILE MANAGEMENT
SPCL. NOTE	PORTABLE CHANGEABLE MESSAGE SIGNS

**GENERAL NOTES
KY 8 – CAMPBELL 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. Guardrail

Remove and replace guardrail and guardrail end treatments listed in this proposal and/or as directed by the Engineer. Guardrail, end treatments and terminal sections are listed by mile points and quantities are approximate only. Actual locations will be determined by the Engineer at the time of construction. Grade and reshape shoulders to proper template for new guardrail and end treatment. Utilize CSB for embankment when required for new end treatments. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. To minimize safety hazards, guardrail removal is to be performed at the latest practical time prior to initiating the paving operation in an area.

The Contractor shall deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle Center in Frankfort, KY (502-564-8187) between the hours of 8:00 AM and 3:00 PM, Monday through Friday, and shall be neatly stacked in accordance with section 719.03.07 of the standard specifications. There is a guardrail delivery verification sheet which must be completed. The

**GENERAL NOTES
KY 8 – CAMPBELL COUNTY
PAGE 2 OF 3**

Contractor, Engineer, and Central Sign/Guardrail Center representative must all sign off on this sheet before payment may be made.

E. Pavement Striping and Pavement Markers

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

- (1) Permanent or temporary striping will be in place before a lane is opened to traffic; and
- (2) Permanent striping will be Permanent Paint.

F. 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 themselves 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.

G. 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.

H. 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. Crushed Stone Base

CSB used for slide repairs, guardrail, and guardrail end treatments will be measured for payment.

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 their 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. Crushed Stone Base

See Section 302 of the Standard Specifications.

**GENERAL NOTES
KY 8 – CAMPBELL COUNTY
PAGE 3 OF 3**

D. Lane Closures

Contrary to Section 112, lane closures will not be measured for payment but will be incidental to the bid item "Maintain and Control Traffic". 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 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. Guardrail, End Treatments, and Terminal Sections to be replaced are listed by mileposts. Exact placement to be approved by the Engineer on construction.
- D. Any signs (not to be replaced) and any utility or light poles that are damaged during Construction are to be replaced at the Contractor's expense.
- E. Pavement rideability requirements in accordance with Section 410 Category A of the standard specifications shall apply on this project.
- F. The Department will accept the compaction of asphalt mixtures furnished for the driving lanes at one inch or greater on this project by Option A according to subsections 402 and 403 of the Standard Specifications. The Department will accept the compaction of all other mixtures by Option B.
- G. The Contractor shall be responsible for the repair of any asphalt in the travelled lanes that becomes detrimental or hazardous to the travelling public during construction. Areas needing repair will be at the discretion of the Engineer.
- H. Delineators shall meet the requirements of Section 830 and 838 of the Standard Specifications. Delineators shall be placed in accordance with Section 3F of the M.U.T.C.D., current edition and Kentucky Standard Drawings, current edition.
- I. Locations of slide repairs are shown in the plans. The locations are approximate and shall be as directed by The Engineer.
- J. All pipe replacement shall be the same size as existing. Contractor shall verify size shown in plans. Pipes shall be PVC or HDPE.

GENERAL SUMMARY				
KY 8 - CAMPBELL COUNTY - ITEM NO. 06-20049.00				
BID CODE	ITEM	UNIT	NOTES	QUANTITIES
				TOTALS
00003	CRUSHED STONE BASE	TON		1,839
00080	CRUSHED AGGREGATE SIZE NO 23	TON		4,328
00100	ASPHALT SEAL AGGREGATE	TON		35
00103	ASPHALT SEAL COAT	TON		5
00212	CL2 ASPH BASE 1.00D PG64-22	TON		9,515
00301	CL2 ASPH SURF 0.38D PG64-22	TON		3,610
00356	ASPHALT MATERIAL FOR TACK	TON		19
00462	PIPE CULVERT - 18 IN	LF		67
00464	PIPE CULVERT - 24 IN	LF		34
01982	DELINEATOR FOR GUARDRAIL M/W	EACH		56
02014	BARRICADE TYPE III	EACH	3	2
02091	REMOVE PAVEMENT	SQYD	2	2,565
02200	ROADWAY EXCAVATION	CUYD	2	4,713
02351	GUARDRAIL-STEEL W BEAM-S FACE	LF		2,200
02370	GUARDRAIL END TREATMENT TYPE 2M	EACH		4
02367	GUARDRAIL END TREATMENT TYPE 1	EACH		2
02373	GUARDRAIL END TREATMENT TYPE 3	EACH		1
02381	REMOVE GUARDRAIL	LF		2,164
02391	GUARDRAIL END TREATMENT TYPE 4A	EACH		2
02562	TEMPORARY SIGNS	SQFT	3	2,000
02568	MOBILIZATION	LS		1
02569	DEMOBILIZATION	LS		1
02602	FABRIC - GEOTEXTILE CLASS 1	SY		5,130
02607	FABRIC - GEOTEXTILE CLASS 2 FOR PIPES	SY		25
02650	MAINTAIN & CONTROL TRAFFIC	LS		1
02671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	3	4

GENERAL SUMMARY				
KY 8 - CAMPBELL COUNTY - ITEM NO. 06-20049.00				
BID CODE	ITEM	UNIT	NOTES	QUANTITIES
				TOTALS
02676	MOBILIZATION FOR MILL & TEXT	LS		1
02677	ASPHALT PAVE MILLING & TEXTURING	TON		11,893
02697	EDGE LINE RUMBLE STRIPS	LF		35,385
02726	STAKING	LS		1
06514	PAVE STRIPING-PERM PAINT-4 IN W	LF		35,385
06514	PAVE STRIPING-PERM PAINT-4 IN Y	LF		35,266
10020NS	FUEL ADJUSTMENT	DOLL		20,430
10030NS	ASPHALT ADJUSTMENT	DOLL		51,314
20071EC	JOINT ADHESIVE	LF		17,899
20191ED	OBJECT MARKER TYPE 3	EACH		2
23629EC	REPAIR HEADWALL	EACH	4	6
24969ED	LONGITUDINAL SAWCUT	LF	2	1,726

- NOTES:
- 1. Quantities from all other summary sheets have been carried over and included in Summary Sheet.
 - 2. For slide repairs.
 - 3. For maintenance of traffic.
 - 4. For resetting headwalls at pipe replacements.

PAVING AREAS					
KY 8 - CAMPBELL COUNTY - ITEM NO. 06-20049.00					
BID CODE	ITEM	NOTES	DEPTH (inches)	SQUARE YARDS	
				KY 8	
00003	CRUSHED STONE BASE	2	6.00	2,565	
00004	CRUSHED STONE BASE WEDGE	1,2,4	7.10	2,337	
00080	CRUSHED AGGREGATE SIZE NO 23	2	36.00	2,565	
00100	ASPHALT SEAL AGGREGATE	1,2	----	1,764	
00103	ASPHALT SEAL COAT	1,2	----	1,764	
00212	CL2 ASPH BASE 1.00D PG64-22		3.75	44,250	
00213	CL2 ASPH BASE 1.00D PG64-23	2	2.75	2,565	
00301	CL2 ASPH SURF 0.38D PG64-22		1.50	43,753	
00356	ASPHALT MATERIAL FOR TACK		----	44,250	
02602	FABRIC - GEOTEXTILE CLASS 1	2	----	5,130	
02677	ASPHALT PAVE MILLING & TEXTURING	3	5.25	41,188	

- NOTES:
- 1. For where guardrail is being replaced.
 - 2. For slide repair areas.
 - 3. Excludes 2,565 of area being removed for slide repairs.
 - 4. Depth is average across width of wedge.

KY 8 - CAMPBELL COUNTY - ITEM NO. 06-20049.00				
BID CODE	ITEM	NOTES	UNIT	TOTALS
00003	CRUSHED STONE BASE	6	TON	1,839
00080	CRUSHED AGGREGATE SIZE NO 23	7	TON	4,328
00100	ASPHALT SEAL AGGREGATE	4	TON	35
00103	ASPHALT SEAL COAT	5	TON	5
00212	CL2 ASPH BASE 1.00D PG64-22	2	TON	9,515
00301	CL2 ASPH SURF 0.38D PG64-22	2	TON	3,610
00356	ASPHALT MATERIAL FOR TACK	3	TON	19
02602	FABRIC - GEOTEXTILE CLASS 1		SY	5,130
02677	ASPHALT PAVE MILLING & TEXTURING	2	TON	11,893
20071EC	JOINT ADHESIVE		LF	17,899

- NOTES:
- 1. Quantities are carried over and included in General Summary.
 - 2. Estimated at 110 lbs. per sq. yd. per inch of depth.
 - 3. Estimated at 0.84 lbs. per sq. yd.
 - 4. Estimated at 20 lbs. per sq. yd. (two applications).
 - 5. Estimated at 2.4 lbs. per sq. yd. (two applications).
 - 6. Estimated at 115 lbs. per sq. yd. per inch of depth.
 - 7. Estimated at 125 lbs. per cu. ft.

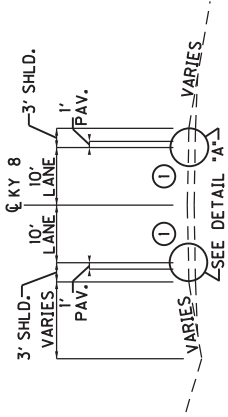
SCHEDULE AND SUMMARY OF GUARDRAIL													
KY 8 - CAMPBELL COUNTY - ITEM NO. 06-20049.00													
LOCATION					ITEM								
COUNTY	OFFSET	STATIONS	MILEPOINTS	NOTES	LIN. FT.		EACH						
					GUARDRAIL - STEEL W BEAM - S FACE	REMOVE GUARDRAIL	DELINEATOR FOR GUARDRAIL M/W	GUARDRAIL END TREATMENT TYPE 2M	GUARDRAIL END TREATMENT TYPE 1	GUARDRAIL END TREATMENT TYPE 3	GUARDRAIL END TREATMENT TYPE 4A	OBJECT MARKER TY 3	
					02351	02381	01982	02370	02367	02373	02391	20191ED	
CAMPBELL	LT	30+63 TO 34+69	16.071 TO 16.071		437.5	434	11	2					
CAMPBELL	LT	167+12 TO 171+38	16.071 TO 16.071		437.5	429	11		1		1	1	
CAMPBELL	RT	167+61 TO 172+28	16.071 TO 16.071		475	465	12		1		1	1	
CAMPBELL	LT	177+77 TO 181+91	16.071 TO 16.071		425	416	11	1		1			
CAMPBELL	RT	178+98 TO 183+10	16.071 TO 16.071		425	420	11	1					
KY 8 TOTALS					2200	2164	56	4	2	1	2	2	

NOTES:

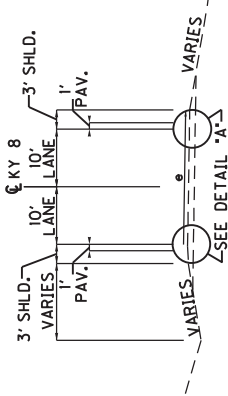
- 1. Quantities are carried over and included in the General Summary.
- 2. Remove Guardrail includes removal of any end treatments.

KY 8 - Campbell County - Slide Repair										
Slide	Slide Observed Start (STA)	Slide Observed End (STA)	Slide Observed Start (MP)	Slide Observed End (MP)	Slide Width (ft)	Area (sqyd)	Roadway Excavation (cuyd)	Crushed Agg #23 (ton)	Pavement removal (sqyd)	Sawcut (lf)
1	15+06.49	16+16.49	15.933	15.954	9	110	226	186	110	110
2	17+59.93	18+18.93	15.981	15.992	Full Width	157	258	266	157	59
3	24+99.13	25+20.04	16.121	16.125	6	14	33	24	14	21
4	42+67.93	46+11.13	16.456	16.521	12	458	864	772	458	343
5	46+16.41	46+95.61	16.522	16.537	6	53	126	89	53	79
6	49+01.53	50+07.13	16.576	16.661	7	82	184	139	82	106
7	51+12.73	53+50.33	16.616	16.661	11	290	562	490	290	238
8	53+55.61	54+29.53	16.662	16.676	Full Width	197	323	333	197	74
9	54+55.93	56+14.33	16.681	16.711	10	176	350	297	176	158
10	64+53.85	66+70.33	16.870	16.911	7	168	378	284	168	216
11	68+55.13	71+77.21	16.946	17.007	Full Width	859	1408	1449	859	322

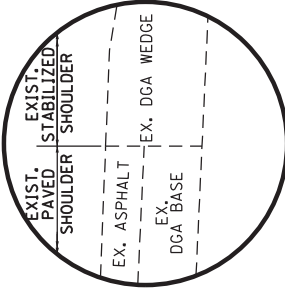
EXISTING TYPICAL SECTIONS



KY 8 NORMAL CUT/FILL SECTION



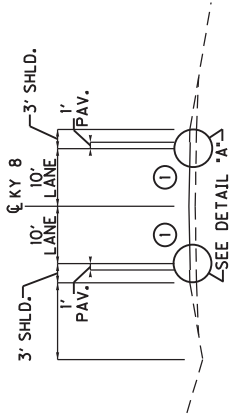
KY 8 RIGHT SUPERELEVATED CUT/FILL SECTION



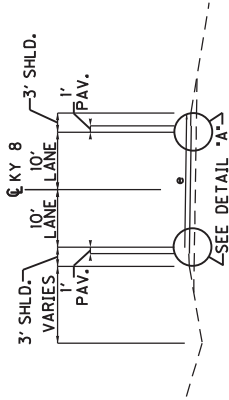
DETAIL "A"
NOT TO SCALE

NOTES
① CROSS SLOPES VARY.

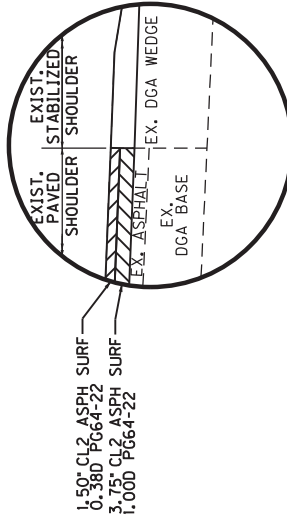
PROPOSED TYPICAL SECTIONS



KY 8 NORMAL CUT/FILL SECTION



KY 8 RIGHT SUPERELEVATED CUT/FILL SECTION



DETAIL "B"
NOT TO SCALE

NOTES
① MATCH EXISTING CROSS SLOPES.



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

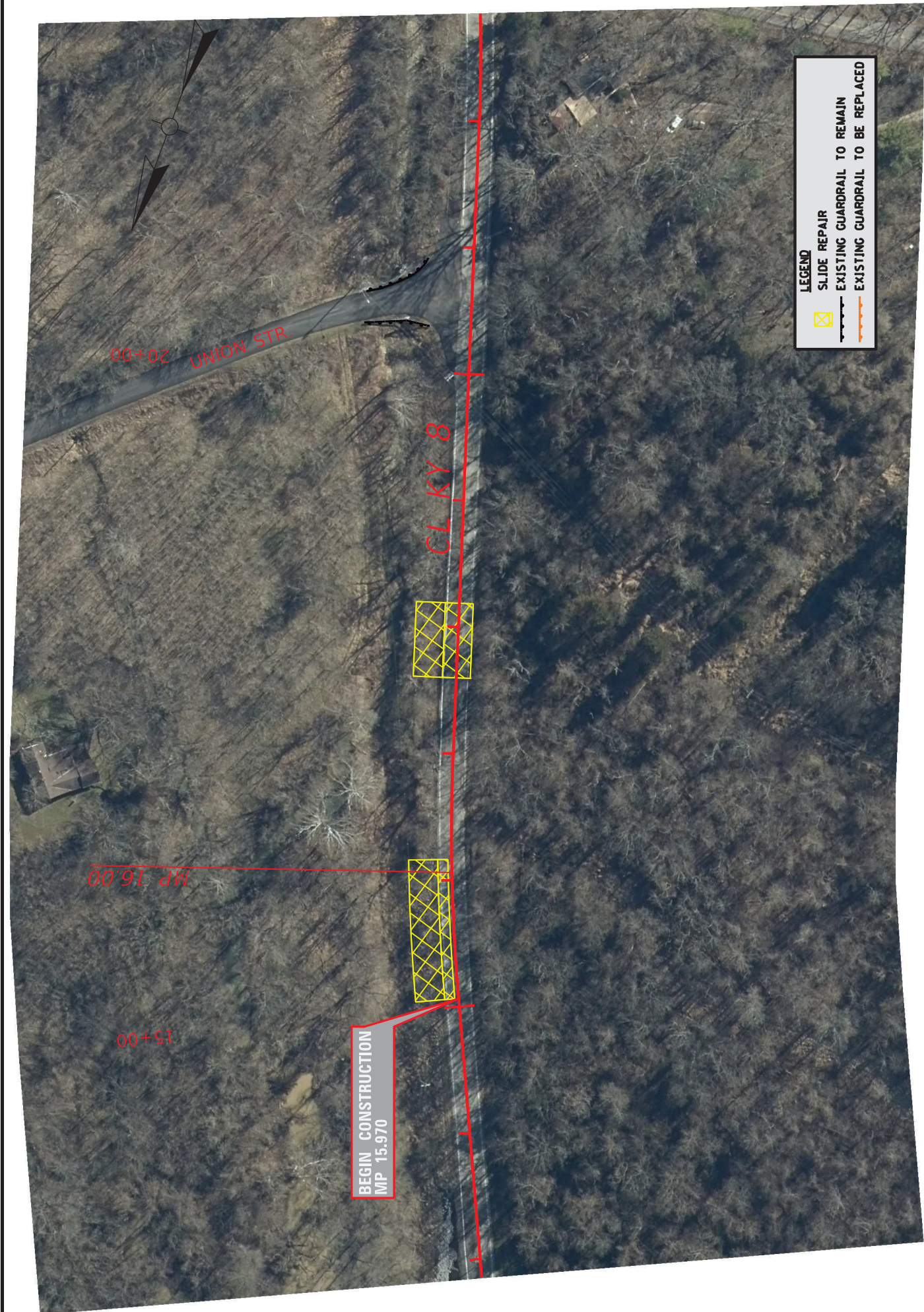


DRAWING TITLE: PROPOSED TYPICAL SECTIONS

ITEM NO.
6-20049.00
SHEET NO.

COUNTY OF
CAMPBELL

OpenRoads Designer v10.12.02.4
USER: usmp095457
FILE NAME: C:\BMS\WSP-PB\US-PW-Q2\WSP__BILLY.GARRISON\ID0932908\KY_8_TYPICAL SECTIONS.DGN



LEGEND

SLIDE REPAIR

EXISTING GUARDRAIL TO BE REPLACED

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:

KY 8 MP 15.970 TO MP 16.080

ITEM NO.
06-20049.00


COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 1

0' 50' 100' 200'

HORIZONTAL SCALE: 1"=100'





COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

TEAM KENTUCKY
TRANSPORTATION

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 16.080 TO MP 16.270

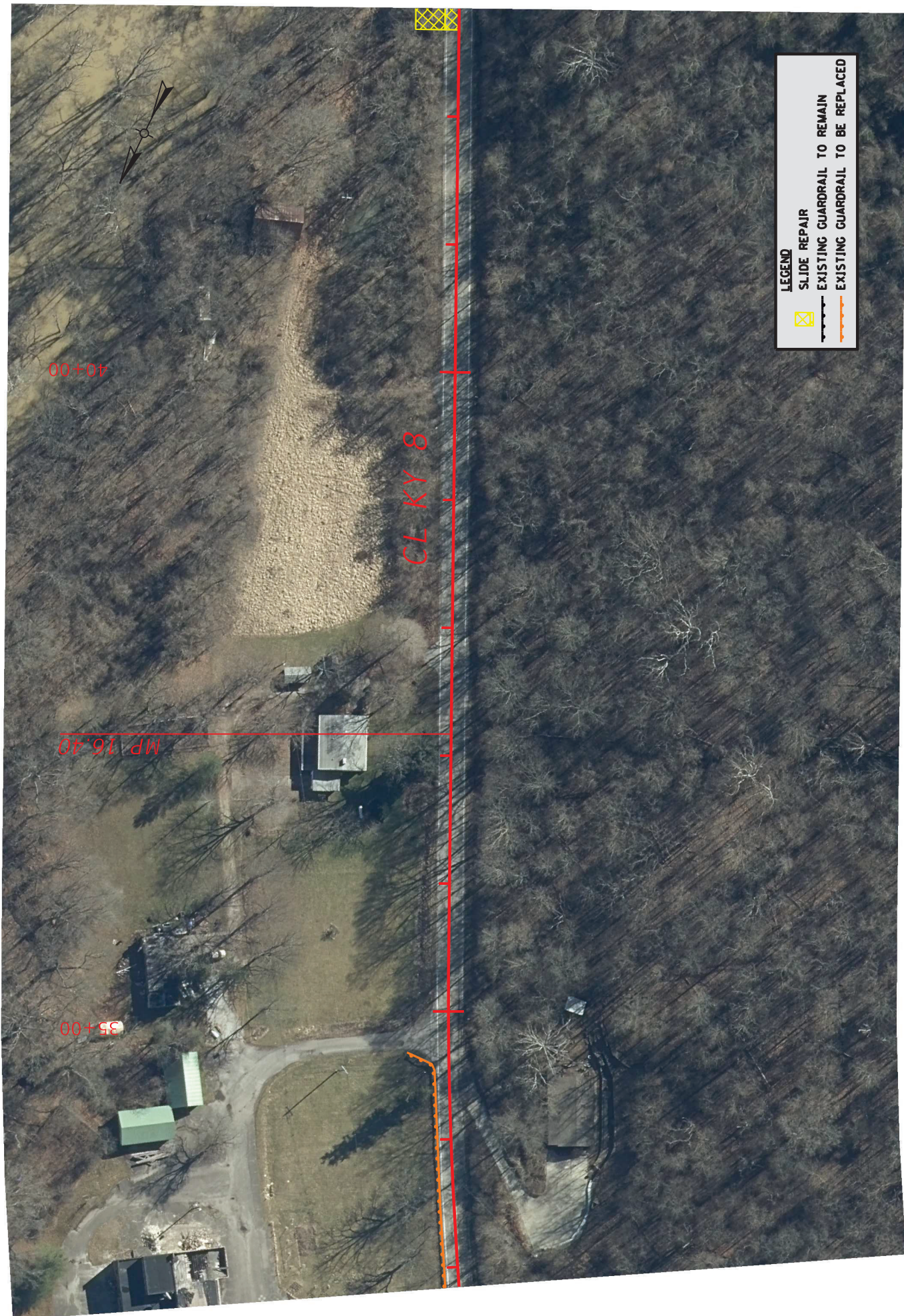
ITEM NO.
06-20049.00


SHEET NO.
PLAN SHEET 2

COUNTY OF
CAMPBELL

0' 50' 100' 200'

HORIZONTAL SCALE: 1"=100'





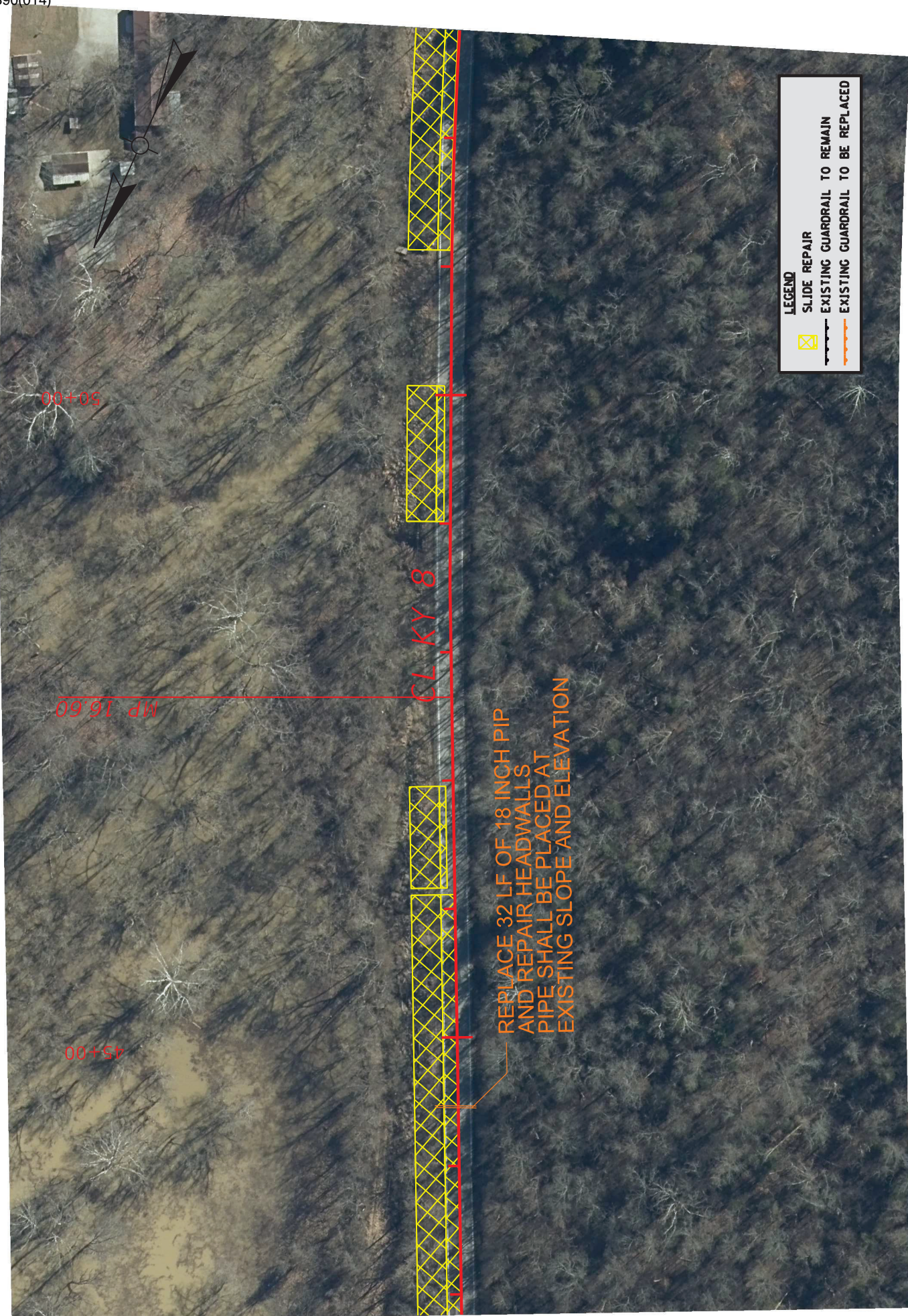
COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 16.270 TO MP 16.459


ITEM NO.
06-20049.00
SHEET NO.
PLAN SHEET 3


COUNTY OF
CAMPBELL


0' 50' 100' 200'
HORIZONTAL SCALE: 1"=100'




LEGEND

 SLIDE REPAIR

 EXISTING GUARDRAIL TO REMAIN

 EXISTING GUARDRAIL TO BE REPLACED


**COMMONWEALTH OF KENTUCKY**
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 16.459 TO MP 16.648

ITEM NO.
06-20049.00

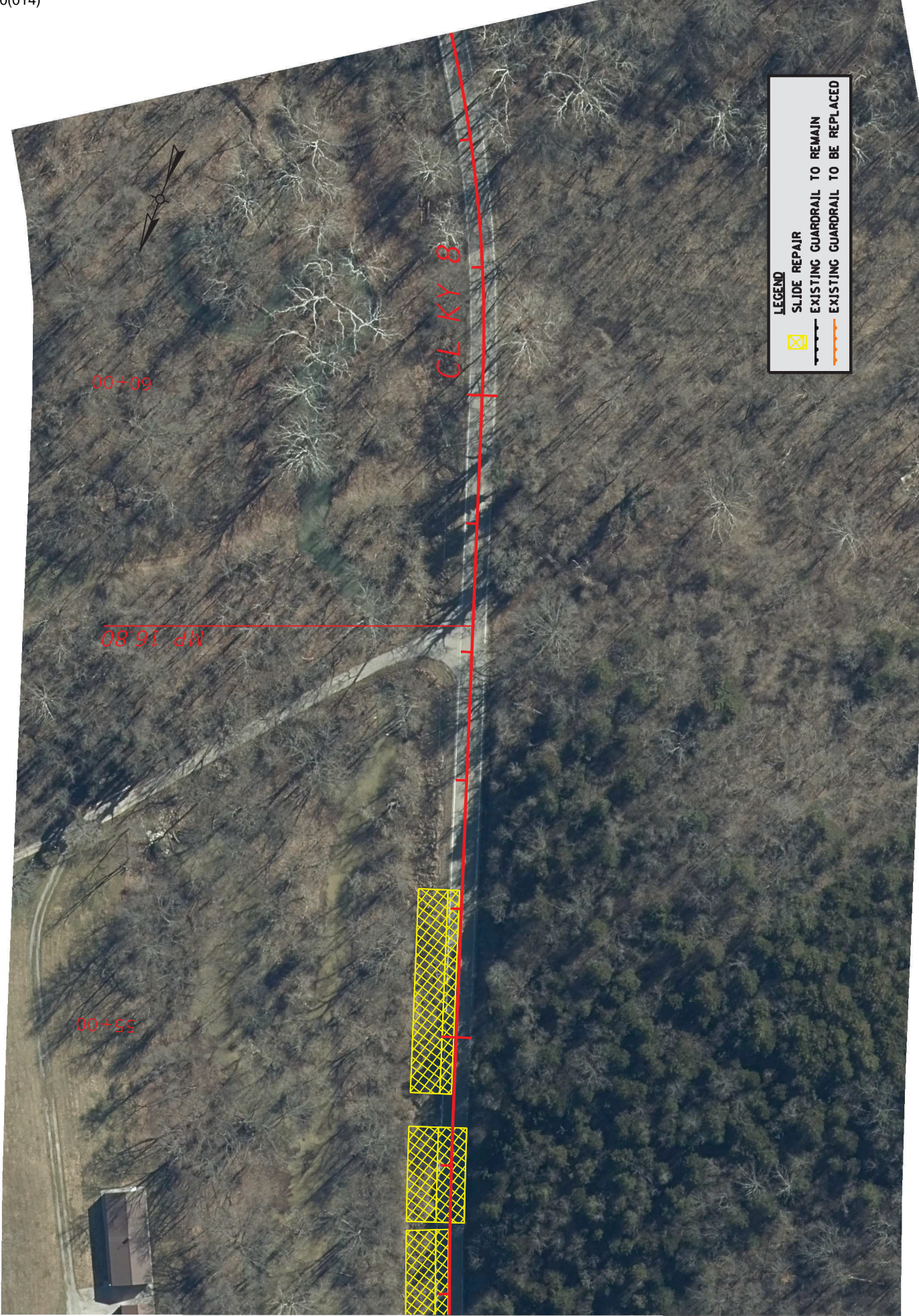
COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 4




0' 50' 100' 200'

HORIZONTAL SCALE: 1"=100'




LEGEND

 SLIDE REPAIR

 EXISTING GUARDRAIL TO REMAIN

 EXISTING GUARDRAIL TO BE REPLACED



0'

50'

100'

200'

HORIZONTAL SCALE: 1"=100'

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 5



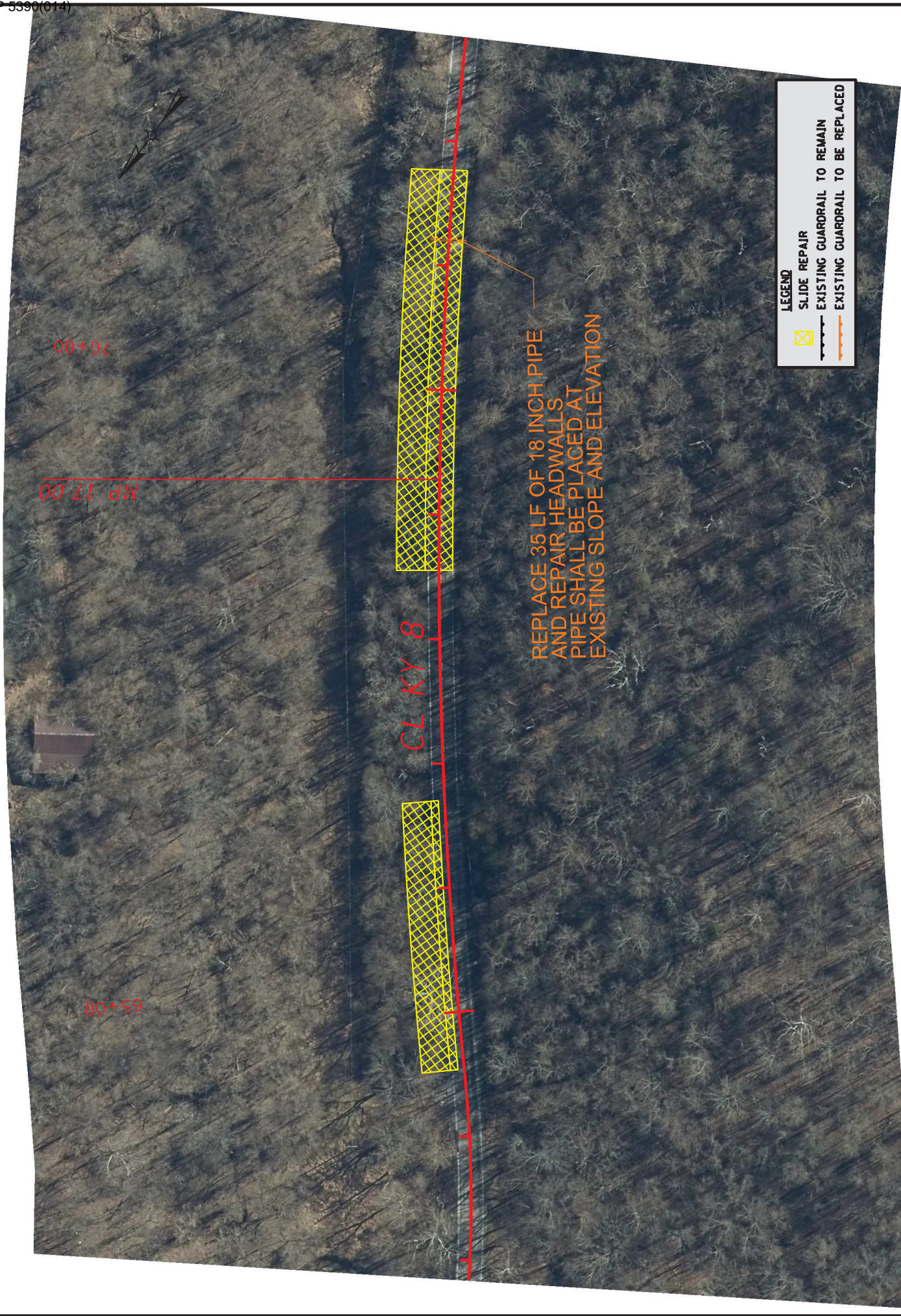
COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 16.648 TO MP 16.838

USER: USLU142623


OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-US-FW-402\0932908\KY 8 - CAMPBELL CO - PLAN SHEET 5.DGN


COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS





REPLACE 35 LF OF 18 INCH PIPE
AND REPAIR HEADWALLS
PIPE SHALL BE PLACED AT
EXISTING SLOPE AND ELEVATION

LEGEND

 SLIDE REPAIR

 EXISTING GUARDRAIL TO REMAIN

 EXISTING GUARDRAIL TO BE REPLACED


**COMMONWEALTH OF KENTUCKY**
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 16.838 TO MP 17.027

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL


SHEET NO.
PLAN SHEET 6




0' 50' 100' 200'

HORIZONTAL SCALE: 1"=100'





COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS



TEAM KENTUCKY

DRAWING TITLE:

KY 8 MP 17.027 TO MP 17.217

ITEM NO.
06-20049.00

SHEET NO.
PLAN SHEET 7

COUNTY OF
CAMPBELL


0'50'100'200'

HORIZONTAL SCALE: 1"=100'

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-PB-US-PW-02\WSP_BILLY.GARRISON\062908\KY 8 - CAMPBELL CO. - PLAN SHEET 7.DGN

USER: USLU142623






COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 17.217 TO MP 17.406

ITEM NO.
06-20049.00
SHEET NO.
PLAN SHEET 8

COUNTY OF
CAMPBELL




0' 50' 100' 200'
HORIZONTAL SCALE: 1"=100'


USER: USLU142623

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-US-PW-402\0632308\KY 8 - CAMPBELL CO - PLAN SHEET & DGN





COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS



TEAM KENTUCKY

DRAWING TITLE:

KY 8 MP 17.406 TO MP 17.595

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 9



0' 50' 100' 200'

HORIZONTAL SCALE: 1"=100'



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 17.595 TO MP 17.785

ITEM NO.
06-20049.00
SHEET NO.
PLAN SHEET 10

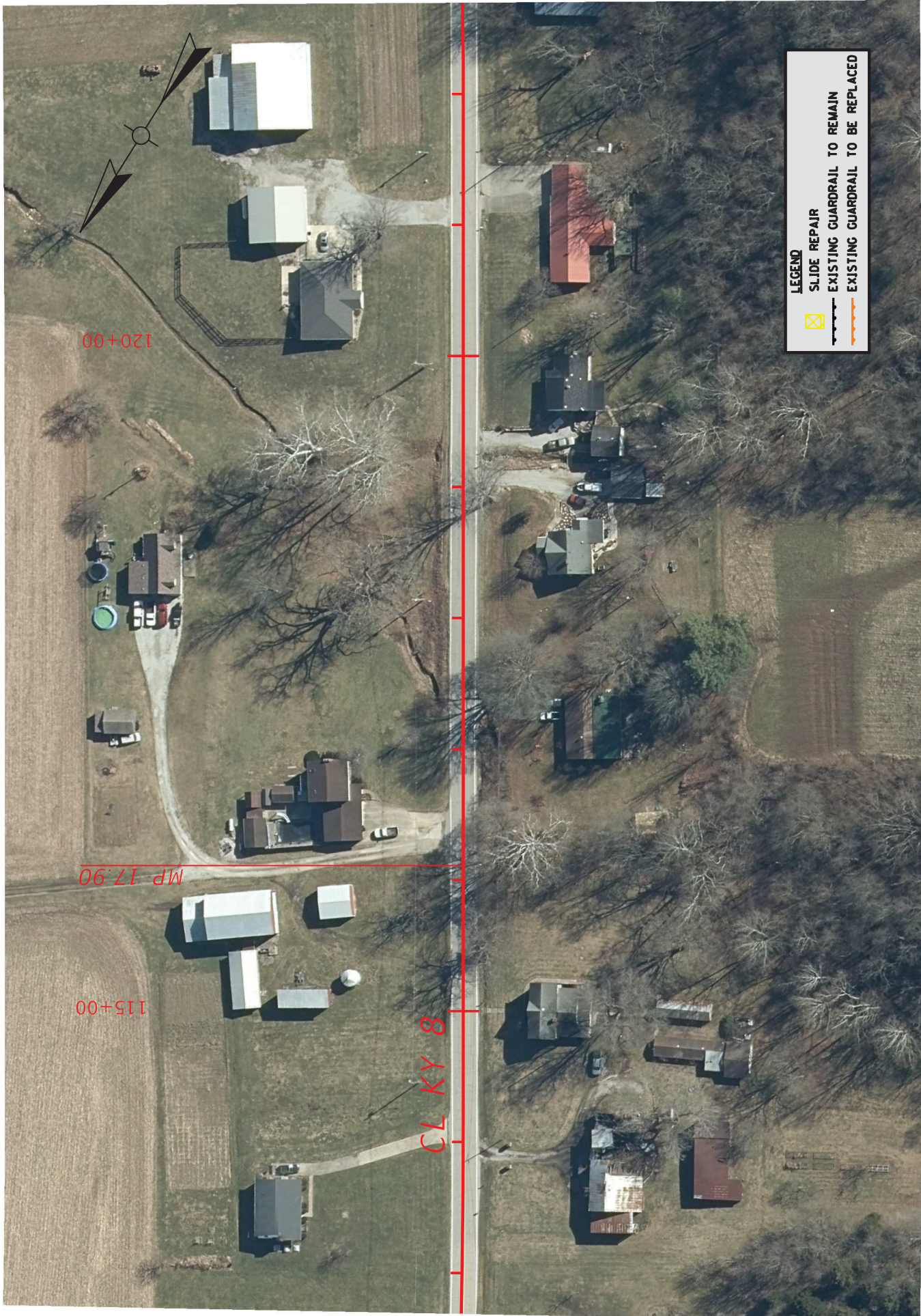
COUNTY OF
CAMPBELL

0' 50' 100' 200'
HORIZONTAL SCALE: 1"=100'

0' 50' 100' 200'
VERTICAL SCALE: 1"=100'

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-US-FW-42\0632308\KY 8 - CAMPBELL CO - PLAN SHEET 10.DGN

USER: USLU142623



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 17.785 TO MP 17.974

ITEM NO.
06-20049.00

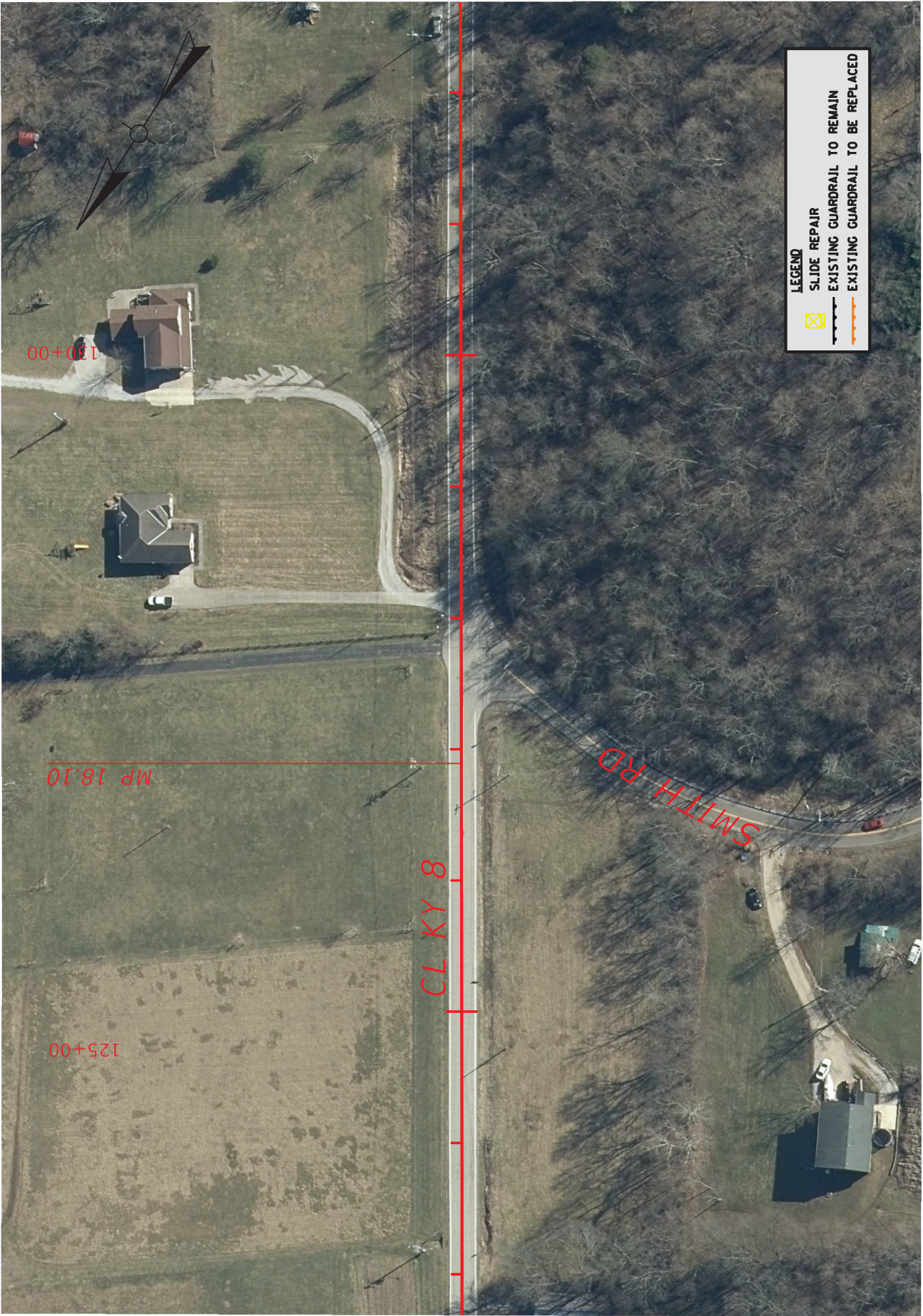
SHEET NO.
PLAN SHEET 11

COUNTY OF
CAMPBELL

HORIZONTAL SCALE: 1"=100'

USER: USLU142623

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-US-FW-42\0632308\KY 8 - CAMPBELL CO - PLAN SHEET 11.DGN



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 17.974 TO MP 18.163

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 12

USER: USLU142623

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-US-FW-42\0632308\KY 8 - CAMPBELL CO - PLAN SHEET 12.DGN



LEGEND

SLIDE REPAIR

EXISTING GUARDRAIL TO REMAIN

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 18.163 TO MP 18.353


ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

HORIZONTAL SCALE:

SHEET NO.
PLAN SHEET 13





COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

TEAM KENTUCKY
Infrastructure

DRAWING TITLE:
KY 8 MP 18.353 TO MP 18.542

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 14

0' 50' 100' 200'
HORIZONTAL SCALE: 1"=100'



LEGEND

SLIDE REPAIR

EXISTING GUARDRAIL TO REMAIN

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:

KY 8 MP 18.542 TO MP 18.731

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 15

0' 50' 100' 200'

HORIZONTAL SCALE:

USER: USLU142623

OpenRoads Designer v10.12.02.4

FILE NAME: C:\BMS\WSP-US-PW-42\0632908\KY 8 - CAMPBELL CO - PLAN SHEET 15.DGN



LEGEND

SLIDE REPAIR

EXISTING GUARDRAIL TO REMAIN

EXISTING GUARDRAIL TO BE REPLACED

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

TEAM KENTUCKY
Infrastructure

DRAWING TITLE:
KY 8 MP 18.731 TO MP 18.921

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 16

0' 50' 100' 200'
HORIZONTAL SCALE:





COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

TEAM KENTUCKY
Infrastructure

DRAWING TITLE:
KY 8 MP 18.921 TO MP 19.110

ITEM NO.
06-20049.00

SHEET NO.
PLAN SHEET 17

COUNTY OF
CAMPBELL

HORIZONTAL SCALE: 1"=100'

0' 50' 100' 200'



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 19.110 TO MP 19.299

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 18

0' 50' 100' 200'

HORIZONTAL SCALE:

LEGEND

SLIDE REPAIR

EXISTING GUARDRAIL TO REMAIN

EXISTING GUARDRAIL TO BE REPLACED

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-US-PW-42\0632908\KY 8 - CAMPBELL CO - PLAN SHEET 18.DGN

USER: USLU142623



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

DRAWING TITLE:
KY 8 MP 19.299 TO MP 19.360

ITEM NO.
06-20049.00

COUNTY OF
CAMPBELL

SHEET NO.
PLAN SHEET 19

HORIZONTAL SCALE:



COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS

TEAM KENTUCKY

Infrastructure

OpenRoads Designer v10.12.02.4
FILE NAME: C:\BMS\WSP-PB-US-PW-02\WSP_BILLY.GARRISON\0932908\KY 8 - CAMPBELL CO. - PLAN SHEET 20.DGN

DRAWING TITLE:
STA. 202+85.53 TO STA. 212+85.53

ITEM NO.
6-20049.00

SHEET NO.
PLAN SHEET 20

COUNTY OF
CAMPBELL

0' 50' 100' 200'

HORIZONTAL SCALE: 1"=100'

**TRAFFIC CONTROL PLAN
KY 8 – CAMPBELL COUNTY
PAGE 1 OF 4**

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the Standard Specifications and the Standard Drawings, current editions. 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 and MUTCD.

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.

Night work will not be allowed on this project.

PROJECT PHASING AND CONSTRUCTION PROCEDURES

The Contractor shall maintain along KY 8 a minimum of one 10-foot lane except as noted in this proposal. During lane closures, a minimum of two pilot cars and two flaggers shall be used. A flagger and pilot car shall be utilized on each end of the lane closure, and as directed and approved by the Engineer. Pilot cars and flaggers shall be incidental to "Maintain and Control Traffic".

Use a lane closure at all times when work is performed. Traffic shall not be allowed to travel on milled surface. Traffic will be allowed to travel on newly constructed asphalt base course. All removal of existing striping shall be by water blasting, unless otherwise directed by the Engineer. Remove edge lines as necessary and approved by the Engineer throughout the project.

Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

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

CONSTRUCTION PHASES

PHASE 1

Using the detour detailed in the plans, KY 8 may be closed. Access to all entrances and side roads shall be maintained. Complete all slide repairs.

PHASE 2A

Using the detour detailed in the plans, KY 8 may be closed. Access to all entrances and side roads shall be maintained. Complete milling and resurfacing on the westbound lane and shoulder. Once the pavement has been removed, the Contractor must work continuously until the asphalt base course has been replaced back to 1.50" below the existing grade.

PHASE 2B

Close the eastbound lane and shoulder. Both directions shall be maintained in the southbound lane, using flaggers and pilot cars. Complete asphalt surface course.

**TRAFFIC CONTROL PLAN
KY 8 – CAMPBELL COUNTY
PAGE 2 OF 4**

PHASE 3A

Using the detour detailed in the plans, KY 8 may be closed. Access to all entrances and side roads shall be maintained. Complete milling and resurfacing on the westbound lane and shoulder. Once the pavement has been removed, the Contractor must work continuously until the asphalt base course has been replaced back to 1.50" below the existing grade.

PHASE 3B

Close the westbound lane and shoulder. Both directions shall be maintained in the eastbound lane, using flaggers and pilot cars. Complete asphalt surface course.

PHASE 4

Using shoulder closures, as directed by the Engineer, complete guardrail installation. Complete rumble strips and place permanent striping using temporary lane closures, as directed by the Engineer.

LANE AND SHOULDER CLOSURES

Limit the lengths of lane closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer.

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

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. Signage for reduced speed limits and higher 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 "Roadwork Ahead" signs on cross roads to be paid for only once no matter how many times they are moved or relocated.

TEMPORARY ENTRANCES

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents thirty-six hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents. In the event of an emergency situation, provisions for the passage of emergency vehicles should be made as quickly as possible.

Except as allowed by the phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

**TRAFFIC CONTROL PLAN
KY 8 – CAMPBELL COUNTY
PAGE 3 OF 4**

PORTABLE CHANGEABLE MESSAGE SIGNS

The Portable Changeable Message Signs shall be used as directed by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are removed or relocated. The department **WILL NOT** take possession of the PCMS upon completion of the work.

PAVEMENT MARKINGS

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

1. Permanent striping will be 4" 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. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic; and
4. Permanent striping will be Durable Paint.

The Contractor is to restripe the roadway back to its original configuration or as directed by the Engineer.

BARRICADES

As directed by the Engineer replacements for damaged barricades to be replaced due to poor condition or reflectivity will not be measured for payment.

ADJACENT LANE DROP-OFFS

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

- Less than two inches—no protection required

Note: Warning signs (MUTCD - Uneven Lane, W8-11) should be placed in advance of and at 1500 foot intervals, or as directed by the Engineer, throughout the drop-off area. Dual posting on both sides of the traveled way shall be required. (MUTCD - Uneven Lane, W8-11)

- Two to four inches—plastic drums or vertical panels should be used in accordance with MUTCD and Kentucky Standard Drawings. Place Type III Barricades at the beginning of the lane or shoulder closures, and place additional Type III Barricades spaced at 2,500 feet, or as directed by the Engineer, during the time the lane closure is in place.
- Greater than four inches - Channelizing devices should be used in accordance with MUTCD, Kentucky Standard Drawings and these notes. A 5 foot buffer between the edge of the travel lane and the drop-off should be provided with channelization devices. A positive separation is needed when the buffer cannot be achieved. In lieu of positive separation, a pavement wedge may be constructed with compacted cuttings from milling, DGA, or asphalt mixtures with a 3:1 or flatter slope when workers are not present. When the drop-off is greater than 4 inches and within 10 feet of the traveled

**TRAFFIC CONTROL PLAN
KY 8 – CAMPBELL COUNTY
PAGE 4 OF 4**

lane, positive separation should be considered. Place Type III Barricades at the beginning of the lane or shoulder closures, and place additional Type III Barricades spaced at 2,500 feet, or as directed by the Engineer, during the time the lane closure is in place, except when positive separation is in use. When concrete barriers are used, special reflective devices or steady-burn lights should be used for overnight installations.

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

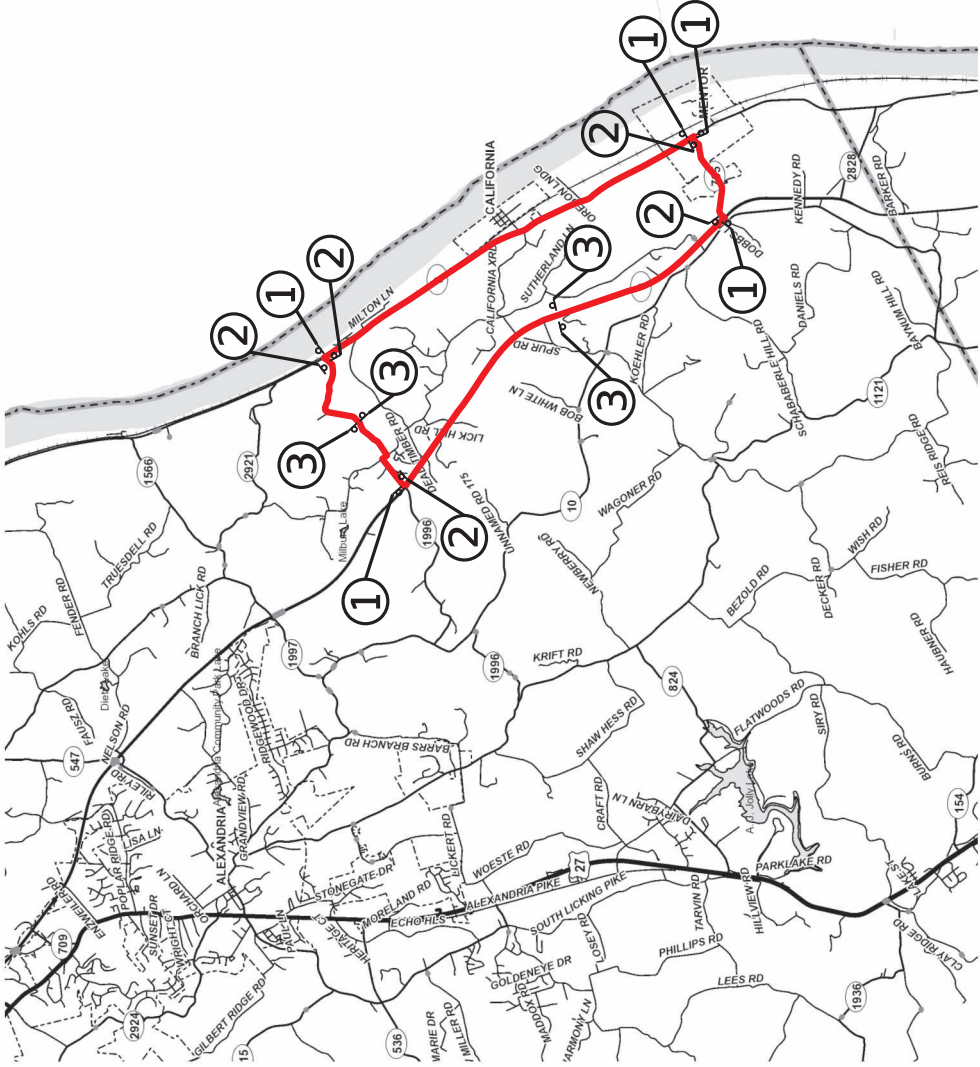
Do not allow contractors equipment or employees to park on private property or block access to any private or business entrances at any time.

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
- Removal of Existing and Temporary Striping
- Relocations of Portable Changeable Message Signs
- Relocation or Covering of Signs
- Replacement of Damage Signs
- Pilot Cars
- Flaggers

PHASE 1 DETOUR



DETOUR FOR TRAFFIC PHASE 1

1

8

DETOUR

←

M1-5

M4-8

M6-1L

2

8

DETOUR

→

M1-5

M4-8

M6-1R

3

8

DETOUR

↑

M1-5

M4-8

M6-3

FOR MAINTENANCE OF
TRAFFIC ONLY

SPECIAL NOTE

For Tree Removal

**Campbell County
KY-8 Pavement Rehab
Item No. 6-20049**

NO CLEARING OF TREES 5 INCHES OR GREATER (DIAMETER BREAST
HEIGHT) FROM APRIL 1 - OCTOBER 14.

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

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

Begin paving operations immediately after the commencement of the asphalt milling operation. Continue paving operations continuously until completed. Do not allow public traffic to drive on the milled surface. If paving operations are not begun within this time period, liquidated damages will be assessed at the rate prescribed by Section 108.09 of the current Standard Specifications until such time as paving operations are begun.

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

SPECIAL NOTE FOR 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 onecall 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

Liquidate damages per the Standard Specifications will be assessed for each day work remains uncompleted beyond the Specified Project Completion Date. This project has a Fixed Project Completion Date of **November 1, 2026**.

Rev 7/2021

Special Note for Traffic Queue Protection Vehicle

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

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

4. MEASUREMENT.

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

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

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

5. PAYMENT.

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

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

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

1.0 DESCRIPTION. Incorporate an e-Ticketing Delivery Software for weighed asphalt material delivered to the project to report loads and provide daily running totals of weighed asphalt material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

2.0 MATERIALS AND EQUIPMENT. Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
3. Transmit any updates to the ticket data within 5 minutes of a change.

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

A. Construction Requirements

1. Install and operate software in accordance with the manufacturer's specifications.
2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

B. Data Deliverables

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

1. Asphalt Material

a. Real-time Continuous Data Items

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
 - Supplier Name
 - Supplier Address
 - Supplier Phone
 - Plant location
 - Date
 - Time at source
 - Project Location

- Contract ID#
- Carrier Name
- Unique Truck ID
- Description of Material
- Mix Design Number
- Gross, Tare and Net Weight
- Weighmaster

4.0 MEASUREMENT. The Department will not measure the electronic delivery management system.

5.0 PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to the asphalt mixtures on the project, as applicable.

May 5, 2025

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

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

1.0 DESCRIPTION. Incorporate an e-Ticketing Delivery Software for weighed aggregate material delivered to the project to report loads and provide daily running totals of weighed aggregate material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

2.0 MATERIALS AND EQUIPMENT. Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
3. Transmit any updates to the ticket data within 5 minutes of a change.

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

A. Construction Requirements

1. Install and operate software in accordance with the manufacturer's specifications.
2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

B. Data Deliverables

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

1. Aggregate Material

a. Real-time Continuous Data Items

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
 - Supplier Name
 - Supplier Address
 - Supplier Phone
 - Plant location
 - Date
 - Time at source
 - Project Location

- Contract ID#
- Carrier Name
- Unique Truck ID
- Description of Material
- Load Number
- Gross, Tare and Net Weight
- Weighmaster

4.0 MEASUREMENT. The Department will measure the electronic delivery management system as a lump sum item.

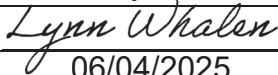

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
2. Payment will be full compensation for costs related to providing the e-Ticketing Delivery Software, including integration with plant load-out systems, and report viewing/exporting process. All quality control procedures including the software representative’s technical support and on-site training shall be included in the Contract lump sum price.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
26248EC	ELECTRONIC DELIVERY MGMT SYSTEM-AGG	LS

May 5, 2025

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

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
6-20049	Campbell	FD52 019 0008 015-020	STP 5390(014)
PROJECT DESCRIPTION	Address Condition, milling and paving, of KY-08 from MP 15.93 to MP19.36		
<input checked="" type="checkbox"/> No Additional Right of Way Required			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Lynn Whalen
Signature		Signature	
Date		Date	06/04/2025
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature		Signature	
Date	Digitally signed by Kelly Divine Date: 2025.06.04 12:21:20 -05'00'	Date	

UTILITIES AND RAIL CERTIFICATION NOTE

Campbell County
FD52 019 0008 015-020
STP 5390(014)
Mile point: 15.930 TO 19.360
ADDRESS CONDITION OF KY-8 FROM MILEPOINT 15.93 TO MILEPOINT 19.36
ITEM NUMBER: 06-20049.00

PROJECT NOTES ON UTILITIES

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

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

<p>Campbell County FD52 019 0008 015-020 STP 5390(014) Mile point: 15.930 TO 19.360 ADDRESS CONDITION OF KY-8 FROM MILEPOINT 15.93 TO MILEPOINT 19.36 ITEM NUMBER: 06-20049.00</p>
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scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

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

UTILITIES AND RAIL CERTIFICATION NOTE

<div>Campbell County FD52 019 0008 015-020 STP 5390(014) Mile point: 15.930 TO 19.360 ADDRESS CONDITION OF KY-8 FROM MILEPOINT 15.93 TO MILEPOINT 19.36 ITEM NUMBER: 06-20049.00</div>
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NOTE: DO NOT DISTURB THE FOLLOWING FACILITIES LOCATED WITHIN THE PROJECT
DISTURB LIMITS

- Altafiber – Communications
- Kentucky Utilities – Electric Distribution
- Owen Electric Cooperative – Electric
- Spectrum Mid-America, LLC – Communications

*The Contractor is fully responsible for protection of all utilities listed above including
any service lines under, and low hanging wires above the roadway*

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

Not Applicable

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

<div>Campbell County FD52 019 0008 015-020 STP 5390(014) Mile point: 15.930 TO 19.360 ADDRESS CONDITION OF KY-8 FROM MILEPOINT 15.93 TO MILEPOINT 19.36 ITEM NUMBER: 06-20049.00</div>
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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

<p align="center"> Campbell County FD52 019 0008 015-020 STP 5390(014) Mile point: 15.930 TO 19.360 ADDRESS CONDITION OF KY-8 FROM MILEPOINT 15.93 TO MILEPOINT 19.36 ITEM NUMBER: 06-20049.00 </p>
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AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
Altafiber – Communications	221 E. Fourth Street, Cincinnati, OH 45202	Jodi Geiman	(513) 240-6600	Jodi.geiman@altafiber.com
Kentucky Utilities – Electric Distribution	10300 Ballardsville Road, Louisville, KY 40241	Caroline Justice	(502) 627-3708	caroline.justice@lge-ku.com
Owen Electric Cooperative – Electric	8205 Highway 127, North Owenton, KY 40359	Greg Humphries	(502) 563-3550	ghumphries@owenelectric.com
Spectrum Mid-America, LLC – Communications	10920 Kenwood Rd, Blue Ash, OH 45242	Chris Gapinski	(513) 386-5015	chris.gapinski@charter.com

Contract Id: _____ Contractor: _____

Section Engineer: _____ District & County: _____

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

***Required Signatures before Leaving Project Site**

Printed Section Engineer’s Representative_____ & Date_____

Signature Section Engineer’s Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

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

Printed Bailey Bridge Yard Representative_____ & Date_____

Signature Bailey Bridge Yard Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

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

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

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 LONGITUDINAL PAVEMENT JOINT ADHESIVE

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

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

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

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

2.2. Equipment.

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

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

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

3. CONSTRUCTION.

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

11N

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

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

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

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

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

11N

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

Code
20071EC

Pay Item
Joint Adhesive

Pay Unit
Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 [29 CFR part 3](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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 CFR 180.335;.
 - (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, 2 CFR 180.800;
 - (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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).
 - (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
 - (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.
- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. 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. 46 CFR 381.7.

2. 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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

The Executive Branch Code of Ethics created by Kentucky Revised Statutes (KRS) Chapter 11A, effective July 14, 1992, establishes the ethical standards that govern the conduct of all executive branch employees. The Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her 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 one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her 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 to obtain private benefits.

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: March 11, 2025

"General Decision Number: KY20250039 07/18/2025

Superseded General Decision Number: KY20240039

State: Kentucky

Construction Type: Highway

Counties: Boone, Campbell, Kenton and Pendleton Counties in Kentucky.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	03/07/2025
2	04/04/2025
3	07/18/2025

BRKY0002-005 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 35.00	17.13

BROH0001-005 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.57	14.75

CARP0698-001 05/01/2023

BOONE, CAMPBELL, KENTON & PENDLETON COUNTIES:

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 33.28	20.56
Diver.....	\$ 49.92	20.56

* ELEC0212-007 06/02/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

ELEC0212-013 11/27/2023

	Rates	Fringes
Sound & Communication Technician.....	\$ 27.20	14.54

ENGI0018-013 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or

Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

* IRON0044-008 06/01/2025

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 33.60	23.90
Structural.....	\$ 38.27	23.90

* IRON0044-018 06/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 38.27	23.90

LAB00189-004 07/01/2024

PENDLETON COUNTY:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.96	18.58
GROUP 2.....	\$ 24.21	18.58
GROUP 3.....	\$ 24.26	18.58
GROUP 4.....	\$ 24.86	18.58

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0265-009 05/01/2024

BOONE, CAMPBELL & KENTON COUNTIES:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing
Applicator; Dump Man (Batch Truck); Guardrail and Fence
Installer; Joint Setter; Laborer (Construction); Landscape
Laborer; Highway Lighting Worker; Signalization Worker;
Mesh Handlers & Placer; Right-of-way Laborer; Riprap
Laborer & Grouter; Scaffold Erector; Seal Coating; Surface
Treatment or Road Mix Laborer; Sign Installer; Slurry Seal;
Utility Man; Bridge Man; Handyman; Waterproofing Laborer;
Flagperson; Hazardous Waste (level D); Diver Tender; Zone
Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle
Man (Pipeline); Machine Driven Tools (Gas, Electric, Air);
Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or
Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder
Man; Plastic Fusing Machine Operator; Pug Mill Operator; &
Vacuum Devices (wet or dry); Rodding Machine Operator;
Diver; Screwman or Paver; Screed Person; Water Blast, Hand
Held Wand; Pumps 4"" & Under (Gas, Air or Electric) &
Hazardous Waste (level C); Air Track and Wagon Drill;
Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw
Person; Cutting with Burning Torch; Form Setter; Hand
Spiker (Railroad); Pipelayer; Tunnel Laborer (without air)
& Caisson; Underground Person (working in Sewer and
Waterline, Cleaning, Repairing & Reconditioning);
Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander;
Wrencher (Mechanical Joints & Utility Pipeline); Yarner;
Hazardous Waste (level A); Concrete Specialist; Concrete
Crew in Tunnels (With Air-pressurized - \$1.00 premium);
Curb Setter & Cutter; Grade Checker; Utility Pipeline
Tapper; Waterline; and Caulker

GROUP 4 - Miner; & Gunitite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID
THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS
SIGNALING.

PAIN0012-016 05/01/2015

	Rates	Fringes
PAINTER		
Bridge.....	\$ 24.39	9.06
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

* PLUM0392-008 06/01/2025

	Rates	Fringes
PLUMBER.....	\$ 43.30	27.40

* SUKY2010-161 02/05/1996

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.85 **	4.60
GROUP 2.....	\$ 16.29 **	4.60

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Driver

GROUP 2 - Euclid Wagon; End Dump; Lowboy; Heavy Duty
Equipment; Tractor-Trailer Combination; & Drag

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

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

PART IV

BID ITEMS

251018

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	1,839.00	TON		\$	
0020	00080		CRUSHED AGGREGATE SIZE NO 23	4,328.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	35.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	5.00	TON		\$	
0050	00212		CL2 ASPH BASE 1.00D PG64-22	9,515.00	TON		\$	
0060	00301		CL2 ASPH SURF 0.38D PG64-22	3,610.00	TON		\$	
0070	00356		ASPHALT MATERIAL FOR TACK	19.00	TON		\$	
0080	02602		FABRIC-GEOTEXTILE CLASS 1	5,130.00	SQYD		\$	
0090	02677		ASPHALT PAVE MILLING & TEXTURING	11,893.00	TON		\$	
0100	20071EC		JOINT ADHESIVE	17,899.00	LF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0110	00462		CULVERT PIPE-18 IN	67.00	LF		\$	
0120	00464		CULVERT PIPE-24 IN	34.00	LF		\$	
0130	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	56.00	EACH		\$	
0140	02014		BARRICADE-TYPE III	2.00	EACH		\$	
0150	02091		REMOVE PAVEMENT	2,565.00	SQYD		\$	
0160	02200		ROADWAY EXCAVATION	4,713.00	CUYD		\$	
0170	02351		GUARDRAIL-STEEL W BEAM-S FACE	2,200.00	LF		\$	
0180	02367		GUARDRAIL END TREATMENT TYPE 1	2.00	EACH		\$	
0190	02370		GUARDRAIL END TREATMENT TYPE 2M	4.00	EACH		\$	
0200	02373		GUARDRAIL END TREATMENT TYPE 3	1.00	EACH		\$	
0210	02381		REMOVE GUARDRAIL	2,164.00	LF		\$	
0220	02391		GUARDRAIL END TREATMENT TYPE 4A	2.00	EACH		\$	
0230	02562		TEMPORARY SIGNS	2,000.00	SQFT		\$	
0240	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	25.00	SQYD	\$5.00	\$	\$125.00
0250	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0260	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0270	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0280	02697		EDGE LINE RUMBLE STRIPS	35,385.00	LF		\$	
0290	02726		STAKING	1.00	LS		\$	
0300	06514		PAVE STRIPING-PERM PAINT-4 IN	70,651.00	LF		\$	
0310	10020NS		FUEL ADJUSTMENT	20,430.00	DOLL	\$1.00	\$	\$20,430.00
0320	10030NS		ASPHALT ADJUSTMENT	51,314.00	DOLL	\$1.00	\$	\$51,314.00
0330	20191ED		OBJECT MARKER TY 3	2.00	EACH		\$	
0340	23629EC		REPAIR HEADWALL	6.00	EACH		\$	
0350	24969ED		LONGITUDINAL SAW CUT	1,726.00	LF		\$	
0360	26248EC		ELECTRONIC DELIVERY MGMT SYSTEM - AGG	1.00	LS		\$	

Report Date 7/24/25

Section: 0003 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02568		MOBILIZATION	1.00	LS		\$	
0380	02569		DEMOBILIZATION	1.00	LS		\$	