



**CALL NO. 103**

**CONTRACT ID. 211349**

**KENTON COUNTY**

**FED/STATE PROJECT NUMBER CM 0758 (106)**

**DESCRIPTION I-75/I-71**

**WORK TYPE JPC PAVEMENT WITH GRADE & DRAIN**

**PRIMARY COMPLETION DATE 12/1/2022**

**LETTING DATE: November 19,2021**

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

**PLANS AVAILABLE FOR THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 12%**

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

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

## ADMINISTRATIVE DISTRICT - 06

**CONTRACT ID - 211349**

**CM 0758 (106)**

**COUNTY - KENTON**

**PCN - DE05900752134**

**CM 0758 (106)**

I-75/I-71 TURNAROUND INCLUDING NORTH LANES AND ENTRANCE RAMPS, A DISTANCE OF 0.32 MILES.JPC  
PAVEMENT WITH GRADE & DRAIN SYP NO. 06-00082.00.

GEOGRAPHIC COORDINATES LATITUDE 39:04:38.00 LONGITUDE 84:31:13.00

**COMPLETION DATE(S):**

COMPLETED BY 12/01/2022

APPLIES TO CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

### **NATIONAL HIGHWAY**

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

### **PROJECT TRAFFIC COORDINATOR (PTC)**

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

### **ASPHALT MIXTURE**

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

### **DGA BASE**

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

### **DGA BASE FOR SHOULDERS**

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

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

### **INCIDENTAL SURFACING**

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

### **JPC RIDE QUALITY**

The Department will apply JPC Ride Quality requirements on this project in accordance with Section 501.03.19(B).

### **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.

**SPECIAL NOTE FOR CONCRETE SEALING**

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

**I. DESCRIPTION.** Perform all work in accordance with the Department's 2019 Standard Specifications, and applicable Supplemental Specifications, the attached sketches, and these Notes. Section references are to the Standard Specifications.

This work consists of: (1) Furnish all labor, materials, tools, and equipment; (2) Clean the bridge deck; (3) Seal the bridge deck; (4) Maintain & control traffic; and, (5) Any other work specified as part of this contract.

**II. MATERIALS.**

**A. Sealer.** Use one of the following:

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

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

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

**III. CONSTRUCTION.**

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

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

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

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

#### **IV. MEASUREMENT**

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

#### **V. PAYMENT**

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

## **SPECIAL NOTE FOR SPOT SUBGRADE STABILIZATION WITH GEOSYNTHETICS**

This Special Note will apply when indicated on the plans or in the proposal. When this note is used, a primary subgrade stabilization method will be as outlined in the project plans. This note will only apply for areas of the project where the primary subgrade selected is not feasible due to Maintenance of Traffic, entrances, narrow part-width sections, or other constraints. The locations for the use of this note and the selected alternate are subject to approval by the Engineer. Section references herein are to the current edition of the Department's Standard Specifications for Road and Bridge Construction, including Supplemental Specifications, unless otherwise noted.

**1.0 DESCRIPTION.** Use one of the following two (2) alternates for the subgrade stabilization.

- A.** High-Strength Geotextile Fabric (Class 1A) with six (6) additional inches of aggregate base.
- B.** Geogrid reinforcement and Class 2 Geotextile Fabric, with six (6) additional inches of aggregate base.

The information listed below covers the requirements for geosynthetic materials to be used for subgrade stabilization that is a part of a structural pavement design.

Stabilization should be applied from shoulder break to shoulder break.

### **2.0 MATERIALS**

**2.1 Aggregate:** Conform to Section 805.

**2.2 Geogrid:** Furnish geogrid according to Section 304.

**2.3 Fabric-Geotextile, Class 2 (for Separation):** Conform to Section 843.

**2.4 Fabric-Geotextile, Class 1A (High-Strength Geotextile Fabric):** Furnish a woven or non-woven fabric meeting the requirements of AASHTO M 288 for Class 1A fabric and Section 3.2 of this special note.

**2.4.1** Conform to the general requirements for GEOTEXTILE FABRIC in Section 843. This includes participation in the National Transportation Product Evaluation Program (NTPEP).

**2.4.2 Packing, Shipment, and Storage.** Conform to Section 7 of AASHTO M 288, current edition for Identification, Shipment, and Storage. Conform to the requirements for PACKAGING in Section 843.

### 3.0 CONSTRUCTION

**3.1 Surface Preparation.** Prepare the surface according to Section 207 or 302.

**3.2 Alternate A - High-Strength Geotextile Fabric:** Place Fabric-Geotextile Class 1A at the proper elevation and locations in continuous strips to minimize the amount of joints and wrinkles during placement. Place fabric according to requirements for CONSTRUCTION in Section 214, **expect that the high-strength fabric shall be tensioned during placement.** Fabric shall be temporarily secured in place to maintain tension during aggregate placement. This may be done with staples, pins, sand bags or backfill as required by fill properties, fill placement procedures, or weather conditions as the Engineer directs. All seams shall be sewn according the Manufacturer's recommendations, **lapping of seams is NOT permitted.**

High-Strength Fabric should not be completely placed before placing aggregate, but should be placed at the front of a "paving train" consisting of the fabric laydown equipment **followed no further than 50 feet by the aggregate placement equipment.** In curves and intersections, cut and seam the fabric to prevent development of buckles and folds.

**3.3 Alternate B – Geogrid and Fabric:** Place geogrid and aggregate in accordance with Sections 304 and 302 and the contract documents. Place the Fabric-Geotextile Class 2 first, then place the geogrid on top of the geotextile fabric so that they are at the bottom of the aggregate layer. **Geogrid shall be temporarily secured in place to maintain tension during aggregate placement,** as outlined in Section 304.

**3.4 Geogrid or High-Strength Fabric Representative.** Ensure that a representative of the High-Strength Fabric or Geogrid Manufacturer is on the project when work begins, **and at least the first 3 days of geosynthetic construction.** The representative shall remain on call as the project progresses to advise the Engineer.

**3.5 Aggregate Placement.** Place aggregate over the geosynthetic material according to Section 304. When the Alternate A (High-Strength Fabric) is used, replace references to "geogrid" with "fabric" in Section 304.

Any ruts that form during aggregate placement or compaction shall be filled with aggregate to maintain adequate cover over the geosynthetic. Ruts should never be bladed down, as this would decrease aggregate cover over the geosynthetic.

**4.0 FASTENER PINS.** Comply with all requirements of Section 843 for fastener pins used for Subgrade and Embankment Stabilization, and the fabric Manufacturer’s recommendations.

**5.0 ACCEPTANCE.** Obtain the Department’s approval for all material before incorporating it into the project, as required by Section 843.

**6.0 MEASUREMENT.** The Department will measure the quantity of Subgrade Stabilization in square yards. The square yard price will include the additional aggregate (6 inches), the Class 2 Geotextile Fabric and the geogrid, Class 1A Geotextile Fabric and drainage items. No separate payment will be made for the above items. The Department will not make payment for providing a Geogrid or High-Strength Fabric Manufacturer’s representative and will consider it incidental to the bid item for Subgrade Stabilization. The Department will not measure excavation for an additional 6 inches of base aggregate and will consider such excavation as incidental to Subgrade Stabilization. Fuel Price Adjustment does not apply to the Subgrade Stabilization bid item.

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

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24790EC	Subgrade Stabilization	Square Yard

The Cabinet will consider payment as full compensation for all work required in this note. If the Department determines a thicker rock stabilization section is needed once construction begins, the unit price for subgrade stabilization will be adjusted as follows:

Adjusted Unit Price = Original Unit Bid Price \* (New Thickness/Original Thickness of Alternate)

September 16, 2019

## **MODIFIED SPECIAL NOTE FOR FULL DEPTH CONCRETE PAVEMENT REPAIR**

This Special Note applies to full depth repairs of concrete pavement. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

**1.0 DESCRIPTION.** Remove and replace concrete pavement. Comply with the applicable Standard Drawings and the Standard Specifications except as specifically superseded herein.

### **2.0 MATERIALS AND EQUIPMENT.**

**2.1 JPC Pavement.** Test concrete materials according to section 601.03.03. Conform to 501, 502, and 601 except that the concrete must achieve 3000 psi in accordance with Section 4.4 of this note. The Engineer may allow pavement to be opened to traffic at less than 3,000 psi subject to the deductions described in Section 4.4 of this note.

**2.2 Dowel Bars and Sleeves.** Conform to 811. Contrary to the Standard drawings, 1.5-inch diameter dowel bars will be accepted for 13-inch JPC Pavement and 1.5-inch diameter dowel bars will be required for 10-inch JPC Pavement.

**2.3 Tie Bars.** Conform to Section 811. Use epoxy coated tie bars in longitudinal and transverse joints.

**2.4 Joint Sealants.** Conform to Subsection 807.03.01 or 807.03.05.

**2.5 Grout Adhesives and Epoxy Resin Systems.** Conform to Section 826.

**2.6 Dense Graded Aggregate (DGA) and Crushed Stone Base (CSB).** Conform to Section 805.

**2.7 Geotextile Fabric.** Conform to Section 843 and Special Note for Class 1A Geotextile Fabrics.

**2.8 Drills.** Drill holes using a gang drill, capable of drilling a minimum of four simultaneously. Misalignment of holes shall not exceed 1/4 inch in the vertical or oblique plane.

**2.9 Hammers.** Only use chisel point hammers weighing less than 40 pounds to remove deteriorated concrete.

### **3.0 CONSTRUCTION.**

**3.1 Removal of Existing Pavement.** Remove existing pavement to the extent the Contract specifies or as the Engineer directs. The minimum length of patches measured along centerline is 3 feet on each side of an existing joint.

When working with pavements with non-skewed transverse joints, if it is necessary to remove existing pavement closer than 6 feet to a transverse joint, remove the pavement 3 feet beyond that joint .

When working with pavements with skewed transverse joints, if it is necessary to remove existing pavement closer than 3 feet to a transverse joint, remove the pavement 3 feet beyond that joint.

Details of configurations of pavement and joints for various situations are

depicted in the drawings herein.

When small areas of removal and replacement are performed at bridge ends, maintain or reconstruct existing expansion joints at their existing location. When the Engineer determines extensive full width removal and replacement is required, construct new expansion joints at the locations shown on Standard Drawing No. RPN-010.

In the removal operation, make a full depth saw cut longitudinally along the centerline joint and shoulder joint and transversely along the area marked for removal. To prevent damage to the subbase, do not allow the saw to penetrate more than  $\frac{1}{2}$ " into the subbase. The Engineer may direct or approve additional cuts within the removal area in order to prevent damage to adjacent pavement remaining in place. Do not overcut beyond the limits of the removal area. Prevent saw slurry from entering existing joints and cracks. To avoid pumping and erosion beneath the slab, do not allow traffic on sawed pavement, unless directed by the Engineer.

Lift out the deteriorated concrete vertically with lift pins. If approved by the Engineer, use other methods that do not damage the base, shoulder, or sides of pavement that is to be left in place. If any damage does occur, saw cut and remove damaged section and if necessary use an acceptable alternative method for the removal process. Any additional costs associated with repair shall be the contractor's responsibility. Do not damage the pavement base during these operations.

Dispose of all removed pavement, 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.

**3.2 Pavement Replacement.** Do not damage the pavement base during these operations.

**3.2.1 Preparation of Base.** Compact the new and existing aggregate base to the Engineer's satisfaction. The Engineer will accept compaction by either visual inspection or by nuclear gauge. When the Engineer deems it necessary to stabilize the existing base or replace unsuitable materials, excluding bridge ends, use additional DGA to the depth deemed necessary by the Engineer. Underlay the DGA with FABRIC-GEOTEXTILE CLASS 1A. Flowable fill and cement stabilization may be used as an alternative to stabilize the existing base or to replace unsuitable materials when a plan for such is presented to and approved by the Engineer. At bridge ends, treat existing base and subgrade as the Contract specifies. During compaction, wet the base as the Engineer directs. Compact areas not accessible to compaction equipment by hand tamping.

**3.2.2 Underdrains.** Construct, or repair damage to, pavement edge drains according to Section 704. If underdrains are placed omitting areas to be patched, construct additional lateral drains as necessary to provide outlets for the installed underdrain until performing the pavement replacement and completing the underdrain system. Provide drainage for any undercut or base repair areas.

**3.2.3 Pavement Replacement.** Using load transfer assemblies for dowel joints drill into the existing slab according to the details shown herein and on the Standard Drawings.

Use plain epoxy coated dowels of the size specified on the standard drawings based on the pavement thickness for contraction and expansion joints.

Drill holes for dowel bars and tie bars into the face of the existing slab, at a

diameter as specified in the following. Drill the dowel bar holes and tie bar holes to a depth equal to 1/2 the length of the bars. Anchor tie bars into the existing pavement using an epoxy resin. Anchor dowel bars into the existing pavement using either an epoxy resin or an adhesive grout. For tie bars and dowel bars where an epoxy resin is to be used drill the holes 1/8 inch larger than the bar diameter. For dowel bars where an adhesive grout product is to be used, drill holes 1/4 inch larger than the bar diameter. Use a clear or opaque grout retention disk in both grout and epoxy applications. Operate the equipment to prevent damage to the pavement being drilled. Obtain the Engineer's approval of the drilling procedure. Install load transfer assemblies according to the Standard Drawings and Standard Specifications.

When indicated herein or in the Standard Drawings, use 1 inch deformed tie bars that are 18 inches long placed 30 inches on center starting and ending 20 inches inside the edges of the repair area in the longitudinal joint. Use 1 inch deformed tie bars, or plain epoxy coated dowel bars sized in accordance with the Standard Drawings that are 18 inches long beginning 12 inches inside of each edge and on 12-inch centers in transverse construction joints.

Install the dowels and tie bars according to Section 511 unless contradicted here. Ensure the holes are dry and free of dust and debris. Use a nozzle to insert the grout or epoxy starting at the back of the drilled hole to allow for full coating of the dowel or tie bar. After placement, use a bond breaker on the section of the dowel bar that is protruding from the hole.

Mix, place, finish, and cure concrete according to Section 501 with the exception that the Department will allow truck mixing, 2-bag mixers, and hand finishing.

When required, use a form on the side of the slab at longitudinal joints. When the adjacent traffic lane is not closed to traffic or the drop-off is not protected, temporarily fill the space between the form and the adjacent pavement with DGA. After placing the slab, remove the DGA and form. Fill the hole with concrete and thoroughly consolidate by rodding, spading, and sufficient vibration to form a dense homogeneous mass. Use a form on the side of the slab adjacent to shoulders. Excavate and backfill as shown on Section F'-F'.

For patches less than 25 feet in length, use a bond breaker and do not install tie bars at the longitudinal joint. Bond breakers should not exceed 1/8 inch in thickness, e.g. tarpaper.

When resurfacing is required, a float finish is satisfactory. Otherwise, broom finish or, when the adjacent surface has a grooved finish, texture the surface according to Subsection 501.03.13 H). Finish the surface, including joints, to meet a surface tolerance of 1/8 inch in 10 feet that will be verified by straightedge. Cure the pavement and apply curing membranes according to 501.03.15.

Keep all pavement surfaces adjacent to this operation reasonably clean of excess grout and other materials at all times. Maintain all original longitudinal joints. Place transverse joints according to the details shown herein and on the Standard Drawings.

**3.3 Joint Sealing.** Seal all new or partially new joints with hot-poured elastic joint sealant according to Subsection 501.03.18.

#### **4.0 MEASUREMENT.**

**4.1 Remove JPC Pavement.** The Department will measure the quantity in square yards of surface area. The Department will not measure removal of underlying

base material for payment and will consider it incidental to Remove JPC Pavement.

No separate payment will be made for the disposal of waste from the project or obtaining the necessary permits but will be incidental to the other items of the work.

**4.2 DGA or CSB.** The Department will measure the quantity used to stabilize the existing base or to replace unsuitable material in tons. The Department will not measure removal of existing base material or underlying material for payment and will consider incidental to DGA or CSB. The quantity of DGA used for the drop-off protection shall be incidental to this work and will not be measured for payment.

**4.3 JPC Pavement Non-Reinforced.** The Department will measure according to 501.04.01. The Department will not measure dowels, tie bars, or joint sealing for payment and will consider it incidental to Non-Reinforced JPC Pavement.

JPC Pavement will be paid according to section 5.0 below and according to the following payment schedule based on the compressive strength. The cylinders for payment will be tested two hours prior the scheduled opening of traffic.

3000 psi and up	100% payment
2750 to 3000 psi	75% payment and approval from the Engineer to open to traffic*
2500 to 2750 psi	50% payment and approval from the Engineer to open to traffic*
2250 to 2500 psi	25% payment and approval from the Engineer to open to traffic*
Below 2250 psi	10% payment and no potential to open to traffic. Maintain traffic closure until concrete reaches a minimum of 2250 psi.

\*If the Engineer approves opening to traffic, the Engineer will evaluate the concrete at 28 days (or sooner) to determine if the removal and replacement of the concrete is necessary due to pavement distress induced by the early opening (i.e. noticeable cracking). If required by the Engineer, remove and replace those slabs showing distress at no cost to the Department.

**4.4 Underdrains.** The Department will measure the quantity according to Subsection 704.04. The Department will not measure lateral drains for payment and will consider them incidental to the Underdrains.

**5.0 PAYMENT.** The Department will consider payment as full compensation for all work required in this provision. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02091	Remove Pavement	Square Yard
00001	DGA Base	Ton
02069-02088	JPC Pavement	Square Yard
02604	Fabric-Geotextile Class 1A	Square Yard

## **SPECIAL NOTE FOR EPS FOAM BLOCK EMBANKMENTS**

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

### **REFERENCES:**

All references to the Standard Specifications are to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition.

All references to ASTM are to the current edition.

The requirements in the Standard Specifications, NCHRP Publications, or ASTM shall be used for information not provided. Where there are conflicts between the Standard Specifications or ASTM, the Standard Specifications shall govern.

### **DEFINITIONS:**

**Manufacturer** – Company that produces EPS geofoam blocks to meet the desired specifications and provides formulation and methodology for installation.

**Supplier** – Subcontracted by the Contractor. Provides EPS geofoam blocks to the Contractor. Responsible for design of lightweight fill as specified in this note, but may hire a sub-consultant to perform the design, subject to approval by the Engineer.

## **1.0 DESCRIPTION.**

This work consists of furnishing and installing Expanded Polystyrene (EPS) foam blocks for use as a lightweight fill material. The terms “EPS foam” and “geofoam” are considered synonymous in this Special Note.

### **1.1 Manufacturer Qualifications**

1.1.1 The Manufacturer must have their EPS geofoam product listed in the Kentucky Product Evaluation List (KYPEL) with a status of Phase IX or Phase X and the lightweight fill and associated materials must meet all properties of Section 2 of this note. For additional information on KYPEL, contact the Department’s Division of Materials, Structural Materials Branch.

### **1.2 Submittals**

1.2.1 Details on the EPS foam block fill detail sheet shown in the contract plans are based on the stated maximum allowable unit weight. If the Contractor uses the given unit weight and configuration specified in the plans, then a material data sheet must be supplied for verification of the proposed material. Also, an installation plan for the geofoam blocks shall be submitted to the Department for review. The Contractor shall allow 30 calendar days for the review. No additional design calculations will be required unless requested by the Engineer.

If the Contractor elects to use a different unit weight or configuration, design calculations and construction plans are required clearly showing conformance with the Standard Specifications, ASTM and applicable sections of the contract plans. These calculations and plans shall be submitted to the Engineer for review 30 calendar days prior to ordering material or beginning excavation for placement of lightweight fill. Electronic submission of these documents is acceptable, unless otherwise indicated in the contract documents or requested by the Engineer. Lightweight fill designs and construction plans shall be dated, sealed, and signed by a registered professional engineer licensed to practice in Kentucky. The Contractor shall allow 30 calendar days for the Department to review the first complete submission. Additional time required by the Department to review resubmissions shall

not be cause for increasing the number of contract working days. The additional work required by the Contractor to provide resubmissions shall be at no cost to the Department.

Embankment benching, excavation stabilization, final installation and protection details necessary to construct the lightweight fill and produce a stable final embankment integrated with the remainder of the roadway embankment shall be the responsibility of the Contractor. Design of sheeting, shoring or other earth retention systems necessary to stabilize excavations shall be part of the construction submittal. The Engineer may request that construction plans for the sheeting/shoring be supplied prior to any construction.

The format for the construction plans for the EPS geofoam embankment shall be in accordance with the Division of Structural Design's Guidance Manual. The first sheet shall be a title sheet. Refer to Subsection SD-206-2 of the manual for additional requirements. Submittals shall be electronic unless otherwise noted. For additional information contact the Division of Structural Design.

1.2.2 The bid shall be based on the Supplier utilizing a Manufacturer that is listed in KYPEL as status of Phase IX or Phase X to supply EPS Geofoam Blocks.

1.2.3 Submit an installation plan for the geomembrane spill protection layer, as outlined in Section 6.4.4 of this special note. See Section 2.4 of this special note for additional requirements for the geomembrane.

1.2.4 Other documentation including material certifications, etc. shall be submitted in accordance with this special note.

1.2.5 Refer to the proposal for additional details regarding submittals.

### **1.3 Supplier's Representative**

1.3.1 A representative of the EPS block Supplier is required to be on site during the first full day of geofoam fill construction to provide training and assistance to the Contractor's personnel and project inspectors.

1.3.2 A one-day minimum follow-up visit by the Supplier's representative will be required within two weeks of the initial visit, or as approved by the Engineer, in order to monitor progress.

1.3.3 After each on-site visit, the Contractor is required to submit a letter to the Section Engineer written by the Supplier's representative documenting the observations of each visit with documentation that the licensed professional engineer responsible for the design has reviewed the letter.

## **2.0 MATERIALS.**

**2.1 EPS Foam Blocks.** Use EPS foam blocks meeting the requirements of ASTM D6817. The EPS blocks cannot contain chloro-fluorocarbon, hydro-chloro-fluorocarbon, or hydro-fluorocarbon compounds and shall be resistant to biological degradation including insect infestation.

The EPS foam block must be listed in KYPEL as Phase IX or Phase X and the block, and other materials associated with its installation, must meet all material requirements of this note. Materials from other Manufacturers of EPS blocks not listed in KYPEL may submit their product information to KYPEL for consideration at least 30 calendar days prior to beginning work.

For most applications, use EPS Blocks with standard dimensions approximately 2 to 3.5 feet tall by 4 feet wide by 8 to 16 feet long. Other proposed dimensions may be acceptable, and will be evaluated on a case-by-case basis.

The EPS block Manufacturer is responsible for maintaining a quality control program to ensure compliance with this section.

2.1.1 Block Properties

*Type	EPS 22	EPS 29	EPS 39	EPS 46
Density (ASTM C1622)	1.35 pcf	1.80 pcf	2.40 pcf	2.85 pcf
Minimum Compressive Strength @ 1% Strain (ASTM D1621)	7.3 psi	10.9 psi	15.0 psi	18.6 psi
Minimum Flexural Strength (ASTM C203)	35 psi	50 psi	60 psi	75 psi
Minimum Oxygen Index (Volume %) (ASTM D2863)	24.0%	24.0%	24.0%	24.0%

\*ASTM D6817, Table 1.

**2.2 Block-to-Block Connectors.** When horizontal forces cannot be resisted by the friction between blocks or when seismic loads are to be resisted, take appropriate measures to permanently secure the blocks and prevent horizontal block-on-block sliding. Secure the blocks as needed during construction to prevent movement and separation. At a minimum, connect the blocks using small sections of epoxy-coated steel reinforcing bars as needed. Bars should conform to Section 602 of the current Standard Specifications. Bars should not prevent the adjacent block surfaces from being in intimate contact. Other equivalent measures may be used if approved by the Engineer.

If required based on Manufacturer recommendations or geotechnical plan notes, use gripper plates to restrain EPS blocks from moving laterally in layer over layer applications. If required, gripper plate material properties and installation shall be in accordance with Manufacturer specifications.

**2.3 Leveling Pad.** Use sand meeting the requirements of Section 804 under the subsections pertaining to pipe bedding. Ensure that material is free of coal, shale, roots, organic matter, frozen material, and other deleterious materials.

**2.4 Spill Protection Layer.** The outer surfaces of the final block configuration (except the bottom of the block volume) should be protected against chemical spill, particularly petroleum products. In order to provide this protection, a geomembrane liner will be required unless otherwise specified in the contract documents. The geomembrane should be resistant to petroleum products and manufactured of High Density Polyethylene (HDPE) or Linear Low Density Polyethylene (LLDPE). The geomembrane should also be UV resistant. Use a **textured (both sides)** geomembrane when placed on continuous slopes (not benches). The geomembrane shall meet the minimum specifications below.

Contractor may propose other comparable alternates for the spill protection layer for review by the Engineer.

2.4.1 Geomembrane Properties

*Dimensional Properties:*

Special order roll dimensions are preferred to minimize the amount of seams.

Thickness (ASTM D5994)            30 mil (0.75 mm)

*Tensile Properties (ASTM D6693):*

Tensile Strength @ Break            60 lb/in width

Minimum Elongation @ Break        300%

*Puncture Resistance (ASTM D4833):* 35 lbs.

*Tear Resistance (ASTM D1004):* 15 lbs.

#### 2.4.2 Geotextile Properties (if required)

The geotextile shall meet requirements of Section 843 of the current Standard Specifications for Geotextile Fabric for Subsurface Drainage and Separation. Place the fabric in accordance with Section 214 of the current Standard Specifications for Slope Protection and Channel Lining.

**2.5 Soil Cap.** A minimum 2-foot soil cap is required over the top surface of the geomembrane. The soil shall be classified as CL or CH in the Unified Soil Classification System. The first one (1) foot of material above the geomembrane shall have a top size of 0.5 inch.

**2.6 Concrete Load Distributor.** A concrete load distributor will be required when geofoam is placed beneath the paved roadway and there is less than 5 feet of soil between the pavement base material and the top layer of geofoam. Where a concrete load distributor is included in the design, use Class B concrete conforming to Subsections 601.02 and 601.03, and use epoxy-coated No. 4 steel bars as reinforcement placed at 2 ft. by 2 ft. centers. The steel reinforcement and epoxy coating shall conform to Section 602 of the Standard Specifications.

**3.0 GEOTECHNICAL DESIGN PARAMETERS.** Use the geotechnical parameters below for the design of EPS foam block configurations.

**3.1 Coefficient of Friction (for internal, block-on-block calculations).** An appropriate coefficient of friction should be used to check for horizontal sliding between block layers. A value of 0.6 is typical for most block types. The selected coefficient of friction will be evaluated by the Department during review of the Lightweight Fill plans (if submission of plans is required based on Section 1.2.1). The Manufacturer should provide a coefficient of friction by certification, for use in the design calculations.

#### **3.2 Unit Weight**

**3.2.1 Lightweight fill above the groundwater elevation.** Where EPS foam blocks will be above the groundwater elevation the entire design life, a density of 3.2 lb/ft<sup>3</sup> should be used in settlement and stability analyses to account for long-term water absorption.

**3.2.2 Lightweight fill periodically submerged.** Where EPS foam blocks will be submerged periodically due to groundwater fluctuation, a density of 4.7 lb/ft<sup>3</sup> should be used in settlement and stability analyses to account for long-term water absorption.

**3.2.3 Lightweight fill continually below groundwater elevation.** Where EPS foam blocks will be continually below the groundwater table, a density of 6.3 lb/ft<sup>3</sup> should be used in settlement and stability analyses to account for long-term water absorption due to submersion.

**3.3 Design for uplift forces.** Conditions where blocks will be submerged shall be accounted for by considering uplift forces in design. The uplift forces must be counteracted with overburden or suitable restraint devices with geogrids or geomembranes. The minimum density for the specified block shall be used for these calculations. A minimum factor of safety against uplift of 1.3 should be provided.

**3.4 Maximum Design Stress in Blocks.** The maximum design stress in the geofoam blocks should not exceed 30% of the compressive strength developed at approximately 1% strain.

### **3.5 Global, Seismic and Internal Stability Analyses**

Global stability calculations for geofoam embankment will be the responsibility of the Department. If the Contractor elects to use a different unit weight, as discussed in Section 1.2.1, these stability calculations for the new EPS block weights will be the responsibility of the Contractor. Analyses should conform to Transportation Research Board (TRB) recommendations as outlined in NCHRP Web Document 65, Chapter 5 (global and seismic stability) and Chapter 6 (internal stability).

## **4.0 DELIVERY, STORAGE, AND HANDLING.**

**4.1 Delivery.** Deliver materials in Manufacturer's original, undamaged condition with identification markings and labels intact.

**4.2 Storage and Handling.** Store EPS blocks so as to prevent them from being damaged. Ballast and/or secure blocks during storage and placement. Cover blocks with light-colored opaque tarps if stored outdoors for more than two weeks.

EPS blocks are combustible. Do not expose them to flame, cigarette smoking, or other ignition sources.

Do not operate any equipment directly on the EPS Blocks. If necessary, light weight rubber-tired equipment (with a contact pressure less than 15 psi may be allowed if a sufficient amount of plywood or other sheathing material is used on top of the blocks to allow the equipment to operate without damaging the blocks and if approved by the Engineer.

Do not expose the EPS Blocks to hydrocarbons, or petroleum-based solvents such as gasoline, diesel fuel, concrete curing compound, tar, and asphalt/mastic compounds.

Allow a minimum of seven days between the Manufacturer molding and the Contractor placing EPS blocks to allow adequate out-gassing of the blowing agent. A longer time period may be required by the Manufacturer.

## **5.0 SAMPLING AND TESTING.**

**5.1 Sampling.** The Supplier shall obtain samples for testing by the Department, Division of Materials. Samples shall be obtained at a frequency of one set of samples per 500 cubic yards. One set of samples consists of ten (10) cubes, 2 inches on each side. Projects with less than 500 cubic yards of material will not require testing, and strength properties will be accepted based on EPS type and certification by the Manufacturer. The Supplier or Contractor may elect to obtain additional samples for independent testing.

### **5.2 Testing.**

**5.2.1 Density.** The Department will perform 1 test per 500 cubic yards as outlined in Section 2.1 of this note. (The samples for compressive strength testing may also be used for density testing, if done before strength testing. Three (3) cube samples shall be individually measured and the average reported.)

**5.2.2 Compressive Strength.** Each individual sample obtained will be tested by the Department for compressive strength as outlined in Section 2.1 of this Special Note. Acceptance will be based on strength at 1% strain.

**6.0 CONSTRUCTION.** Place EPS Blocks in accordance with the Manufacturer's recommendations, in tight groups without gaps in the horizontal or vertical directions. The Contractor will be responsible for maintaining a stable slope during construction.

**6.1 Surface Preparation.** Smooth and level the surface and remove obstructions, debris or sharp objects that may damage the blocks. Conform to Standard Specifications Sections 202 and 207 when preparing the surface to be reinforced.

**6.2 Leveling Pad.** Construct a leveling pad to the lines, grades, and cross-sections as shown in the plans. Complete all leveling pad fill with a tolerance of  $\pm 0.4\%$  (1/2 inch per 10 feet). The minimum thickness should be 8 inches, or as directed by the Engineer. There should be no debris or large pieces of vegetation protruding from the subgrade before placement of the leveling pad. Soil particles at the subgrade surface should be no larger than coarse sand to fine gravel (0.08 to 0.8 inch). Leveling pad materials and placement for EPS block construction will incidental to EPS Foam Block, unless otherwise stated in the plans.

**6.3 EPS Block Placement.** Place EPS block such that blocks in successive courses are placed at  $90^\circ$  to the previous layer and offset so that joints between block layers are not continuous. Each horizontal joint between courses of block will be secured with a gripper plate or other connection device approved by the Engineer and the Manufacturer. The surface of the blocks must remain level within the  $\pm 0.4\%$  tolerance. Field cut the EPS Blocks for a tight fit at any cross-drain pipe or other similar obstruction as directed by the Engineer. Sand placement may be allowed by the Engineer between the block and obstruction if deemed necessary.

**6.4 Spill Protection Layer.**

6.4.1 The geomembrane should be installed according to the Manufacturer's recommendations, as shown on the EPS Geofoam Embankment Detail Sheet, and as directed by the Engineer. The chosen geomembrane configuration should prevent sliding of cover soil, protect against installation damage, and ensure adequate performance of any bends or curves in the geomembrane.

6.4.2 The Geomembrane Supplier or Installer is required to provide the layout plan for the installation of the geosynthetic material. Include a brief overview of the Installer's previous geomembrane installation experience with this submittal. This information may be submitted electronically. Allow 30 days for the Department to review this submittal.

6.4.3 The surface beneath the geomembrane shall be uniform and free of all sharp or angular objects prior to geomembrane placement. No objects larger than 0.5 inch should be protruding above the prepared subgrade. Any rebar used to connect blocks should be driven beneath the block surfaces. Gripper plates (if used) should be padded such to avoid puncturing the geomembrane with the sharp edges.

6.4.4 Seaming shall be performed in the field using a welding system and quality control testing in strict accordance with the Manufacturer's specifications. The weld seam shall provide the same physical and chemical resistance properties as the HDPE sheet.

6.4.5 The use of a geotextile above and/or beneath the geomembrane may be required to protect the geomembrane. This will be based on the Manufacturer's recommendations and will depend on the chosen configuration. The geotextile layer is required where geomembrane is placed adjacent to existing and/or proposed rock embankments.

6.4.6 Construction details for geomembrane/geofoam penetrations and adjacent structures should be provided by the Geomembrane Supplier or Installer. Construction for these situations should be conducted carefully to provide a seal that is capable of preventing leakage around the penetration or structure.

6.4.7 The geomembrane should be properly secured during construction to prevent shifting or development of wrinkles or folds. If an anchor trench is proposed for the installation, details should be provided by the Geomembrane Supplier or Installer.

6.4.8 The selected geomembrane material should be stored onsite in accordance with the Manufacturer's instructions, and should not be exposed to sunlight any longer than permitted by the Manufacturer's instructions.

**6.5 Soil Cap.** Two (2) feet of soil cover is required over the geomembrane. The first one (1) foot of fill placed above the geomembrane shall be a controlled fill with a top size of 0.5 inch. The material shall be placed in a single lift. This reduces the chance of puncturing the geomembrane.

**6.6 Concrete Load Distributor.** When a concrete load distributor is required (see Section 2.6 of this note), use a cap of reinforced, cast-in-place concrete with a minimum 4-inch thickness. Reinforce the concrete with epoxy-coated No. 4 bars placed on two foot centers in both directions, and provide one inch of clear cover from the bottom surface of the concrete.

**7.0 ACCEPTANCE.** Obtain the Department’s approval for all material before incorporating it into the project.

**7.1 Certification.** Ensure that each EPS block shipment is accompanied by a Manufacturer’s certification that the material satisfies the above specifications and any applicable test data for the specified physical properties for each lot number.

**8.0 MEASUREMENT.**

No separate measurement shall be made for EPS Foam Block. “EPS Foam Block” fill shall be paid for based on the volume of lightweight fill shown on the plans. Changing the limits or character of the lightweight fill installation to conform to the lightweight fill Manufacturer’s design and construction plans or the Contractor’s selected construction methods shall not be cause for changing the plan pay quantities including plan roadway pay quantities.

If required, the Concrete Load Distributor and all associated materials will be paid at the bid price for 4 in Concrete Load Distributor, and at the quantity shown in the plans.

The EPS Foam Block fill Manufacturer’s design may require additional excavation, fill or lightweight fill volume, or incidental items to satisfy the lightweight fill design requirements. The Contractor will be responsible for maintaining a stable slope during construction. Sheeting, shoring, temporary walls or other earth retention systems necessary to stabilize any excavation required during lightweight fill construction will not be paid separately. All designs, labor, materials, etc. required to complete this work shall be incidental to EPS Foam Block.

Connection devices and sand Leveling Pad are incidental to EPS Foam Block construction and will not be paid for separately by the Department.

**9.0 PAYMENT.** Payment includes all equipment, labor, and materials necessary to furnish and install the EPS blocks according to the plans and specifications. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23931EC	EPS Foam Block	Cubic Foot
26145EC	4 in Concrete Load Distributor	Square Yard



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>
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ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
6-82.00	Kenton	1100 FD04 059 1112501D	CM 0758 (106) FD52 059 0075 190-192
<b>PROJECT DESCRIPTION</b>	Increase safety for I-75 northbound lanes at entrance ramps coming from Pike Street and 4th Street		

**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.

**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.

**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

**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	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
<b>Number of Parcels That Have Been Acquired</b>		
Signed Deed		
Condemnation		
Signed ROE		

**Notes/ Comments (Use Additional Sheet if necessary)**

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Lynn Whalen
Signature		Signature	<i>Lynn Whalen</i> <small>Date: 2021.08.04 11:35:35 -04'00'</small>
Date		Date	
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature	<i>Kelly R. Divine</i> <small>Digitally signed by Kelly R. Divine Date: 2021.08.04 11:35:14 -05'00'</small>	Signature	
Date		Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

KENTON COUNTY  
Fed No. 0758106  
State No. FD52 059 11125 01D  
**INCREASE SAFETY FOR I-75 NORTHBOUND LANES AT ENTRANCE RAMPS COMING FROM PIKE STREET  
AND 4TH STREET.**  
ITEM NUMBER: 06-0082.00

### PROJECT NOTES ON UTILITIES

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

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

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

## CAUTION!

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

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

Not Applicable

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

Not Applicable

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

Not Applicable

## UTILITIES AND RAIL CERTIFICATION NOTE

KENTON COUNTY  
 Fed No. 0758106  
 State No. FD52 059 11125 01D  
**INCREASE SAFETY FOR I-75 NORTHBOUND LANES AT ENTRANCE RAMPS COMING FROM PIKE STREET  
 AND 4TH STREET.**  
 ITEM NUMBER: 06-0082.00

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

**No Rail Involvement**     **Rail Involved**     **Rail Adjacent**

### **AREA FACILITY OWNER CONTACT LIST**

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

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

**No Rail Involved**       **Minimal Rail Involved (See Below)**       **Rail Involved (See Below)**

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor’s responsibility to verify all utilities and their respective locations before excavating.

## UTILITIES AND RAIL CERTIFICATION NOTE

<p style="text-align: center;"><b>KENTON COUNTY</b> <b>Fed No. 0758106</b> <b>State No. FD52 059 11125 01D</b> <b>INCREASE SAFETY FOR I-75 NORTHBOUND LANES AT ENTRANCE RAMPS COMING FROM PIKE STREET AND 4TH STREET.</b> <b>ITEM NUMBER: 06-0082.00</b></p>
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### BEFORE YOU DIG

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

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

KyTC BMP Plan for Project PCN ## - #####



**Kentucky Transportation Cabinet**

**Highway District 6**

**And**

\_\_\_\_\_ **(2), Construction**

**Kentucky Pollutant Discharge Elimination System**

**Permit KYR10**

**Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**i-75/I-71 Turnaround**

**Project: PCN ## - #####**

**Item 06-82.00**

## KyTC BMP Plan for Project PCN ## - #####

### Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 6
2. Resident Engineer: (2)
3. Contractor name: (2)  
Address: (2)  
  
Phone number: (2)  
Contact: (2)  
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address) I-75/I-71 4<sup>th</sup> street Ramp in Covington
6. Latitude/Longitude (project mid-point) dd/mm/ss, dd/mm/ss 39^04'38"  
north, 84^31'13" west
7. County (project mid-point) Kenton County
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

## KyTC BMP Plan for Project PCN ## - #####

### A. Site description:

1. Nature of Construction Activity (from letting project description) **Complete Reconstruction**
2. Order of major soil disturbing activities **(2) and (3)**
3. Projected volume of material to be moved **10,034 Cubic Yards**
4. Estimate of total project area (acres) **1.98 Acres**
5. Estimate of area to be disturbed (acres) **1.98 Acres**
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information. **0.5**
7. Data describing existing soil condition **(2)**
8. Data describing existing discharge water quality (if any) **(2)**
9. Receiving water name, **unknown tributaries**
10. TMDLs and Pollutants of Concern in Receiving Waters: **(1 DEA)**
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:  
  
The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. **(3)**

## KyTC BMP Plan for Project PCN ## - #####

### **B. Sediment and Erosion Control Measures:**

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
  - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
  - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

## KyTC BMP Plan for Project PCN ## - #####

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
  - Leaving areas undisturbed when possible.
  - Silt basins to provide silt volume for large areas.
  - Silt Traps Type A for small areas.
  - Silt Traps Type C in front of existing and drop inlets which are to be saved
  - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
  - Brush and/or other barriers to slow and/or divert runoff.
  - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
  - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
  - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
  - Silt Traps Type B in ditches and/or drainways as they are completed
  - Silt Traps Type C in front of pipes after they are placed
  - Channel Lining
  - Erosion Control Blanket
  - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
  - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
  - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
  - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
  - Additional Channel Lining and/or Erosion Control Blanket.
  - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
  - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
  - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

## KyTC BMP Plan for Project PCN ## - #####

- Permanent Seeding and Protection
  - Placing Sod
  - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are : N/A

### **C. Other Control Measures**

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

- **Good Housekeeping:**

## KyTC BMP Plan for Project PCN ## - #####

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

### ➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

**The following product-specific practices will be followed onsite:**

### ➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

## KyTC BMP Plan for Project PCN ## - #####

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

### ➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

### ➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

### ➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

### ➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

## KyTC BMP Plan for Project PCN ## - #####

- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

### **D. Other State and Local Plans**

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

### **E. Maintenance**

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
  - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

### **F. Inspections**

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

## KyTC BMP Plan for Project PCN ## - #####

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

## **G. Non – Storm Water discharges**

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.
- Water from cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).

KyTC BMP Plan for Project PCN ## - #####

- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

## H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be conducted as part of this construction project:

\_\_\_\_\_ 2. (e) land treatment or land disposal of a pollutant;

\_\_\_\_\_ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

\_\_\_\_\_ 2. (g) .... Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

\_\_\_\_\_ 2. (j) Storing or related handling of road oils, dust suppressants, ....., at a central location;

\_\_\_\_\_ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

\_\_\_\_\_ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

\_\_\_\_\_ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

## KyTC BMP Plan for Project PCN ## - #####

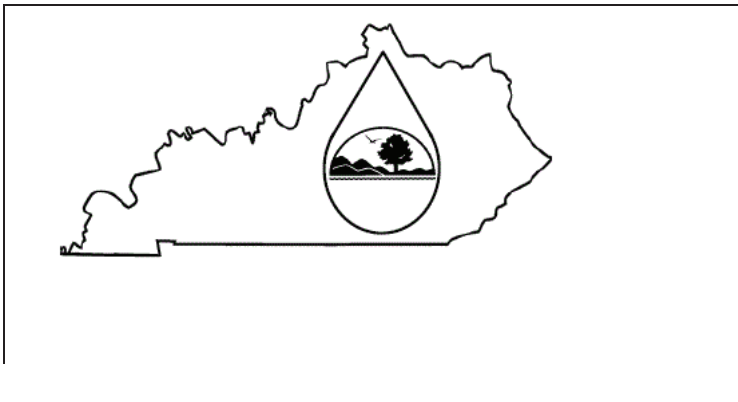
The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)







## KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharge  
 Associated with Construction Activities Under the KPDES Storm  
 Water General Permit KYR100000

[Click here for Instructions  
 \(Controls/KPDES\\_FormKYR10\\_Instructions.htm\)](#)

[Click here to obtain information and a copy of the KPDES General Permit.  
 \(http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf\)](http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)

(\*) indicates a required field; (✓) indicates a field may be required based on user input or is an optionally required field

Reason for Submittal:(*) <input type="text" value="Application for New Permit Coverage"/>	Agency Interest ID: <input type="text" value="Agency Interest ID"/>	Permit Number:(✓) <input type="text" value="KPDES Permit Number"/>
--	--	---

If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓)

**ELIGIBILITY:**  
 Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.

**EXCLUSIONS:**  
 The following are excluded from coverage under this general permit:  
 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan;  
 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation;  
 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.

**SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE)**

Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet"/>	First Name:(✓) <input type="text" value="Robert"/>	M.I.: <input type="text" value="A"/>	Last Name:(✓) <input type="text" value="Yeager"/>
Mailing Address:(*) <input type="text" value="421 Buttermilk Pike"/>	City:(*) <input type="text" value="Covington"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="41017"/>
eMail Address:(*) <input type="text" value="Cory.Wilson@ky.gov"/>	Business Phone:(*) <input type="text" value="8593412700"/>	Alternate Phone: <input type="text" value="Phone"/>	

**SECTION II -- GENERAL SITE LOCATION INFORMATION**

Project Name:(*) <input type="text" value="I-75/I-71 Turn Around"/>	Status of Owner/Operator(*) <input type="text" value="State Government"/>	SIC Code(*) <input type="text" value="1611 Highway and Street Const"/>
Company Name:(✓) <input type="text" value="Kentucky Transportation Cabinet"/>	First Name:(✓) <input type="text" value="Robert"/>	M.I.: <input type="text" value="A"/>
Last Name:(✓) <input type="text" value="Yeager"/>		
Site Physical Address:(*) <input type="text" value="421 Buttermilk Pike"/>		
City:(*) <input type="text" value="Covington"/>	State:(*) <input type="text" value="Kentucky"/>	Zip:(*) <input type="text" value="41017"/>
County:(*) <input type="text" value="Kenton"/>	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) <input type="text" value="39.077222"/>	Longitude(decimal degrees)(*) <input type="text" value="-84.520278"/>

**SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION**

Project Description:(\*)

a. For single projects provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="1.98"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="1.98"/>
Anticipated Start Date:(√) <input style="width:95%;" type="text" value="11-1-2021"/>	Anticipated Completion Date:(√) <input style="width:95%;" type="text" value="12-1-2022"/>

b. For common plans of development provide the following information

Total Number of Acres in Project:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>	Total Number of Acres Disturbed:(√) <input style="width:95%;" type="text" value="# Acre(s)"/>
Number of individual lots in development, if applicable:(√) <input style="width:95%;" type="text" value="# lot(s)"/>	Number of lots in development:(√) <input style="width:95%;" type="text" value="# lot(s)"/>
Total acreage of lots intended to be developed:(√) <input style="width:95%;" type="text" value="Project Acres"/>	Number of acres intended to be disturbed at any one time:(√) <input style="width:95%;" type="text" value="Disturbed Acres"/>
Anticipated Start Date:(√) <input style="width:95%;" type="text"/>	Anticipated Completion Date:(√) <input style="width:95%;" type="text"/>

List Building Contractor(s) at the time of Application:(\*)

	Company Name		
+			

SECTION IV -- IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED ?

Discharge Point(s):

	Unnamed Tributary?	Latitude	Longitude	Receiving Water Name	
1		39.77952	-84.521500		Delete
2		39.078077	-84.520019		Delete
3		39.078687	-84.520752		Delete
4		39.078518	-84.520665		Delete
5		39.077918	-84.520270		Delete
6		39.077412	-84.520909		Delete
7		39.077429	-84.519915		Delete
+					

SECTION V -- IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED ?

Name of MS4: <input style="width:95%;" type="text"/>											
Date of application/notification to the MS4 for construction site permit coverage: <input style="width:95%;" type="text" value="Date"/>	Discharge Point(s):(*) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;"></th> <th style="width:20%;">Latitude</th> <th style="width:20%;">Longitude</th> <th style="width:20%;"></th> <th style="width:20%;"></th> </tr> </thead> <tbody> <tr> <td style="text-align:center;">+</td> <td colspan="4" style="height: 50px;"></td> </tr> </tbody> </table>		Latitude	Longitude			+				
	Latitude	Longitude									
+											

SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?

Will the project require construction activities in a water body or the riparian zone?: (*)	<input style="width:95%;" type="text" value="No"/>
If Yes, describe scope of activity: (√)	<input style="width:95%;" type="text" value="describe scope of activity"/>
Is a Clean Water Act 404 permit required?:(*)	<input style="width:95%;" type="text" value="No"/>

Is a Clean Water Act 401 Water Quality Certification required?:(*)		No	
<b>SECTION VII -- NOI PREPARER INFORMATION</b>			
First Name:(*) Robert	M.I.: A	Last Name:(*) Yeager	Company Name:(*) Kentucky Transportation Cabinet
Mailing Address:(*) 421 Buttermilk Pike	City:(*) Covington	State:(*) Kentucky	Zip:(*) 41017
eMail Address:(*) Cory.Wilson@ky.gov	Business Phone:(*) 8593412700	Alternate Phone: Phone	
<b>SECTION VIII -- ATTACHMENTS</b>			
Facility Location Map:(*)	<input type="button" value="Upload file"/>		
Supplemental Information:	<input type="button" value="Upload file"/>		
<b>SECTION IX -- CERTIFICATION</b>			
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.			
Signature:(*) Robert A Yeager		Title:(*) Title	
First Name:(*) Robert	M.I.: A	Last Name:(*) Yeager	
eMail Address:(*) eMail Address	Business Phone:(*) Phone	Alternate Phone: Phone	Signature Date:(*) Date
<input type="button" value="Click to Save Values for Future Retrieval"/> <input type="button" value="Click to Submit to EEC"/>			

## ***SPECIAL NOTE***

### **Filing of eNOI for KPDES Construction Stormwater Permit**

**County: Kenton**  
**Item No.: 6-82.00**

**Route: i-75/I-71**  
**KDOW Submittal ID:**  
f124e265-a5a6-4365-92e8-  
1e826760a7a4

**Project Description: I-75/I-71 Turn Around**

**A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the “Building Contractor” and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.**

**If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.**



Forms - Form Details

 **Form Details:**

**Form Name:**

KPDES NOI for KYR10 (Construction Stormwater General Permit)

**Form Id:**

48

**eForm Submittal ID:**

245690

**eForm Transaction ID:**

f124e265-a5a6-4365-92e8-1e826760a7a4

**Status:**

User Saved  Help

**Date:**

08/02/2021

**Submitted to EEC?:**

No  Help

**Form Info:**

 Help

Continue with this eForm

Create a new eForm with values from this previously saved/submitted eForm.

 **Assign Submittal:**

Drag a column header and drop it here to group by that column

	User Name	First	Middle	Last
<input checked="" type="checkbox"/>	Cory.Wilson@ky.	Cory		Wilson
<input checked="" type="checkbox"/>	Mike.Bezold@ky.	Mike		Bezold
<input checked="" type="checkbox"/>	Sharon.James@	Sharon		James
<input checked="" type="checkbox"/>	maggie.enzweile	Maggie		Enzweiler
<input checked="" type="checkbox"/>	tyler.johnson@ky	Tyler		Johnson

↔ Compare:

Help

"Left" eForm Submittal ID: 245690

"Right" eForm Submittal ID: Select (right) Form to compare... ▼

↔

Chrome92 Version:92.0

User Interface issues: 1. This website requires browser versions Internet Explorer 11+, Firefox 26+, and Chrome 34+. Firefox and Chrome are the recommended browsers. 2. This website requires Adobe Flash. 3. For Security reasons, the website only supports 45 minutes to complete data entry at any given time and will 'timeout', preventing the ability to save or submit your data. Please keep this in mind when filling out an eForm and remember to save often. 4. Please note that the Internet Explorer Browser uses the Backspace key as a Hot-Key for the Back button (Previous Page). When selecting values from a Dropdown List, using the backspace key will take you to the previous page and you will need to reenter your information.

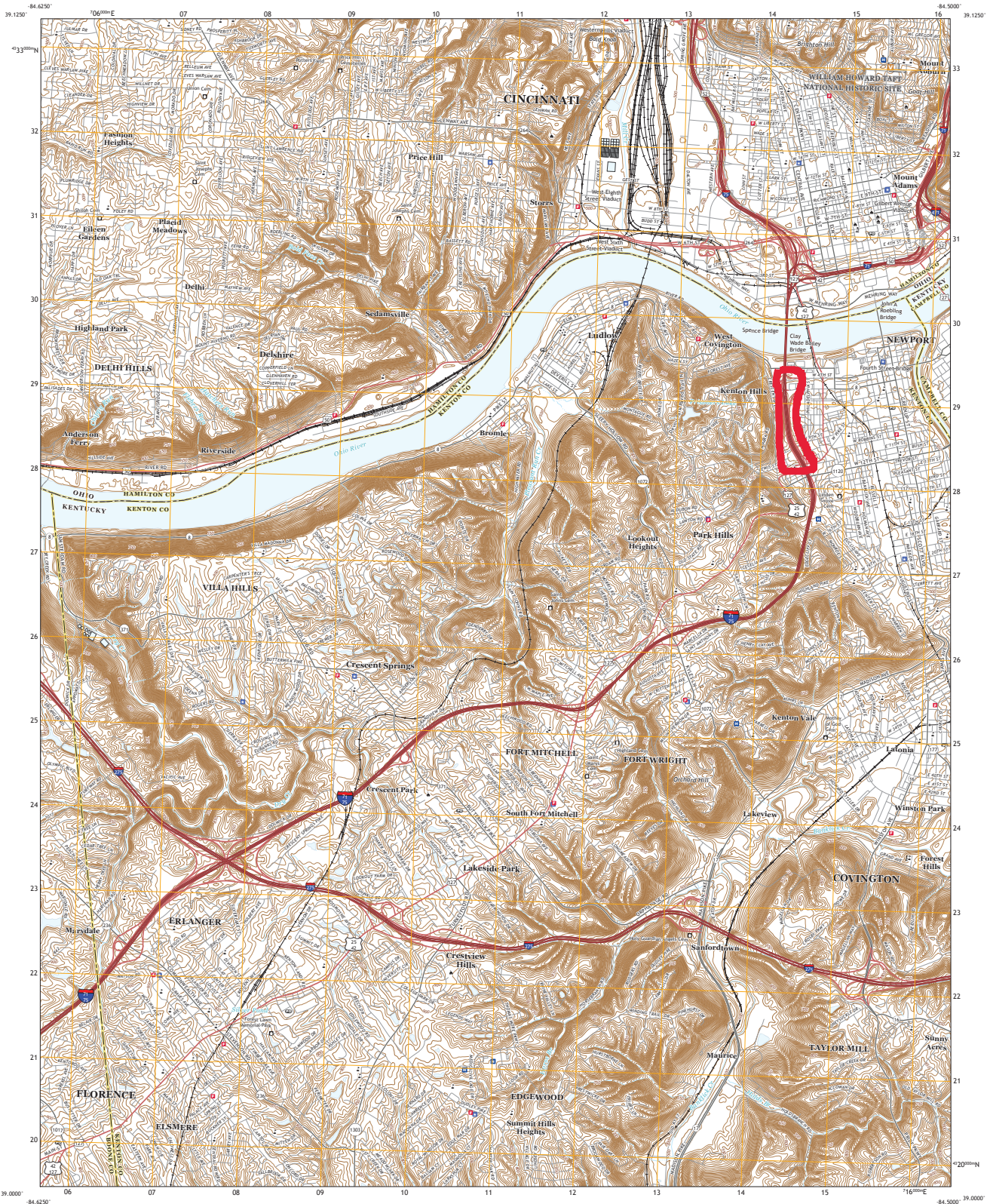




U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

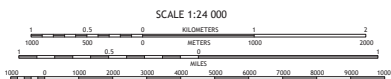
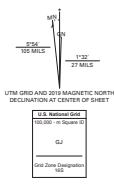


COVINGTON QUADRANGLE  
KENTUCKY - OHIO  
7.5-MINUTE SERIES



Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84), Projection and  
1 000-meter grid Universal Transverse Mercator, Zone 16S  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Inventory: NADP June 2015 - September 2016  
U.S. Census Bureau 2016  
National Hydrography Dataset, 1999 - 2018  
National Elevation Dataset, 2004 - 2010  
Multiple sources; see metadata file 2017 - 2018  
Public Land Survey System, BLM, 2015  
National Wetlands Inventory 1985 - 2007

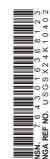


1	2	3
4	5	6
7	8	9

Adjacent Quadrangles



COVINGTON, KY, OH  
2019



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

### **SPECIFICATIONS REFERENCE**

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

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

**1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department’s Standard Specifications for Road and Bridge Construction, current edition.

**2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

**3.0 CONSTRUCTION.** Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

**4.0 MEASUREMENT.** The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

The installation of the permanent sign will be measured in accordance to Section 715.

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

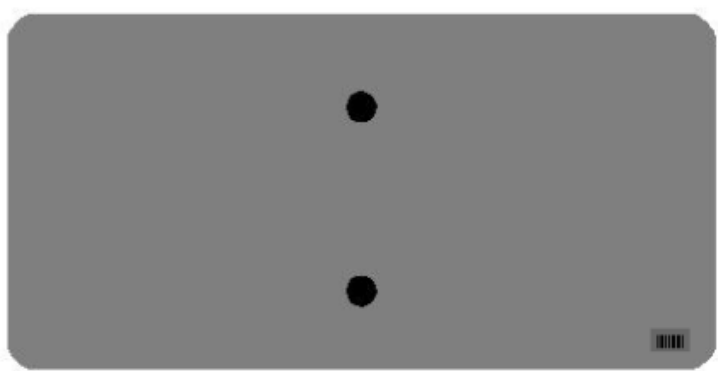
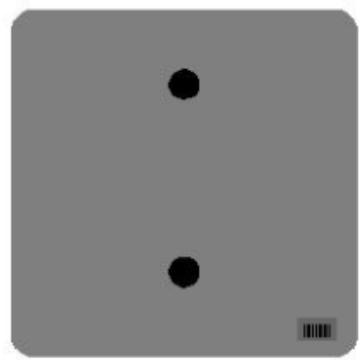
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

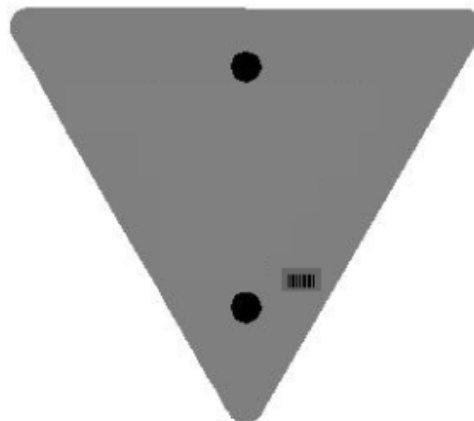
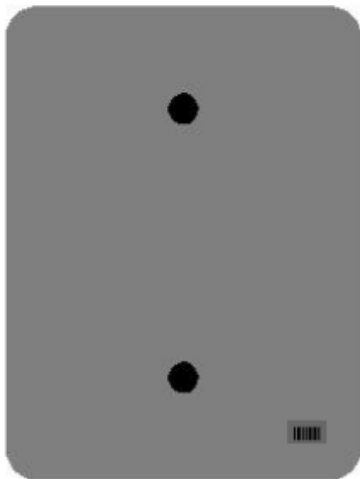
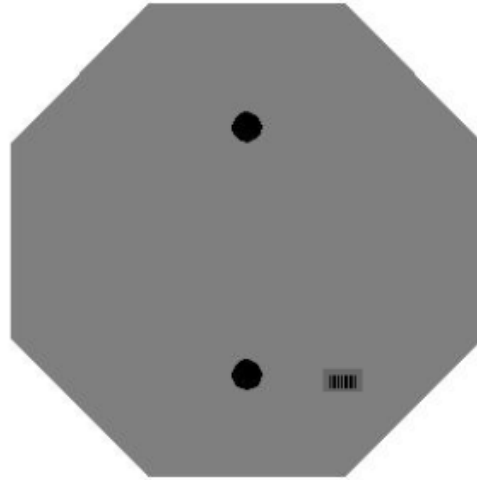
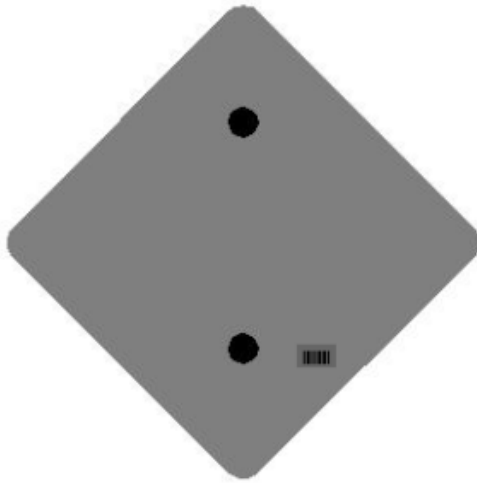
### One Sign Post



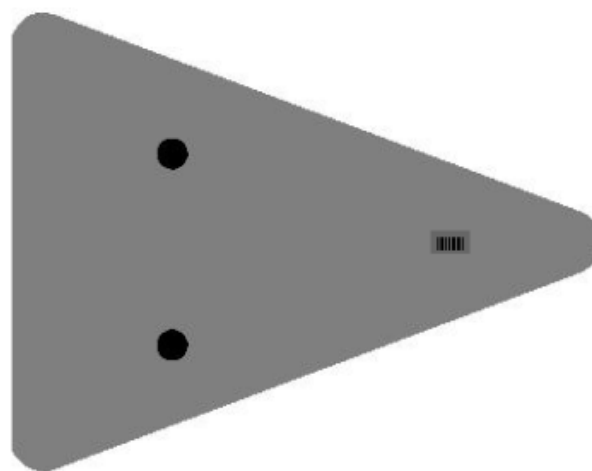
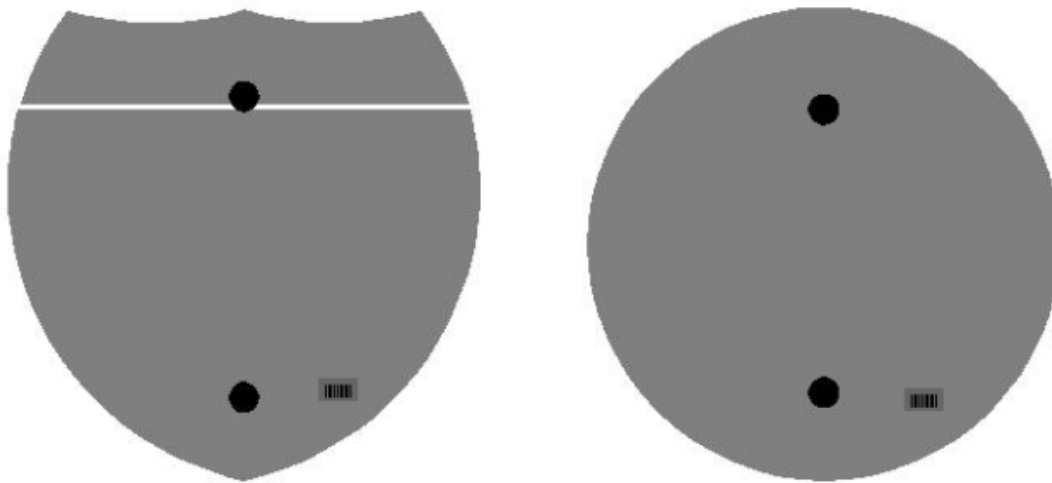
↑  
2" Wide Post



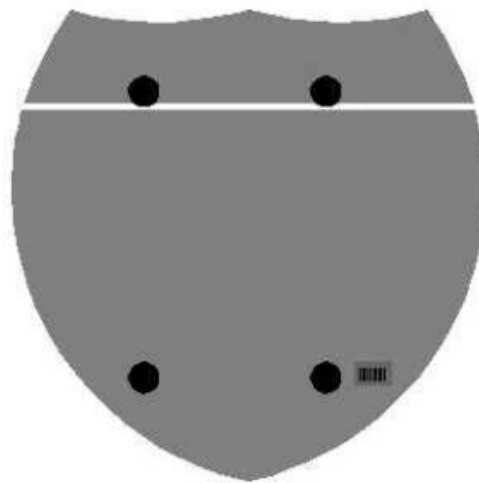
### One Sign Post



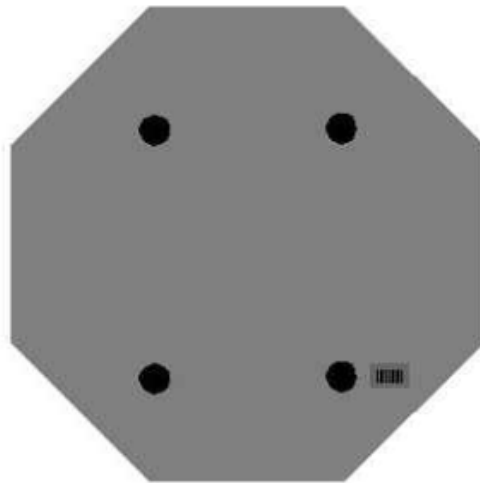
### One Sign Post



### Double Sign Post



Interstate  
Shield

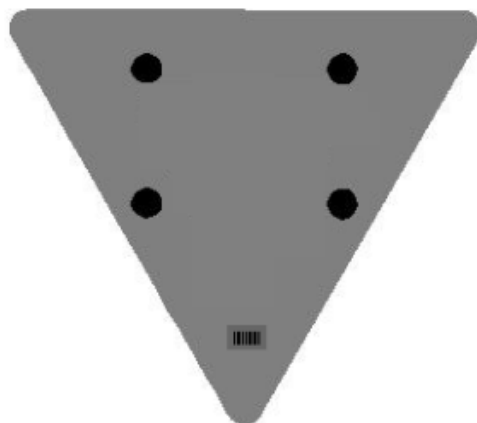


48" Stop

### 2 Post Signs



↑  
2" Wide Post



## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

The 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.

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.

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

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

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

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

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

"General Decision Number: KY20210039 10/29/2021

Superseded General Decision Number: KY20200039

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

Modification Number	Publication Date
0	01/01/2021
1	10/01/2021
2	10/29/2021

BRKY0002-005 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

BROH0001-005 06/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.75	8.60

CARP0698-001 05/01/2014

BOONE, CAMPBELL, KENTON & PENDLETON COUNTIES:

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.27	14.59
Diver.....	\$ 40.58	9.69

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 ELEC0212-007 06/01/2020

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

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 ELEC0212-013 11/25/2019

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

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 ENGI0018-013 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.39	14.95
GROUP 2.....	\$ 37.27	14.95
GROUP 3.....	\$ 36.23	14.95
GROUP 4.....	\$ 35.05	14.95
GROUP 5.....	\$ 29.59	14.95
GROUP 6.....	\$ 37.64	14.95
GROUP 7.....	\$ 37.89	14.95

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

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 IRON0044-008 06/01/2021

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.75	21.60
Structural.....	\$ 31.32	21.60

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 IRON0044-018 06/01/2021

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.32	21.60

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 \* LAB00189-004 07/01/2021

PENDLETON COUNTY:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 23.51	16.22
GROUP 2.....	\$ 23.76	16.22
GROUP 3.....	\$ 23.81	16.22
GROUP 4.....	\$ 24.41	16.22

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; 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

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 LABO0265-009 05/01/2018

BOONE, CAMPBELL & KENTON COUNTIES:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.62	10.95
GROUP 2.....	\$ 30.79	10.95
GROUP 3.....	\$ 31.12	10.95
GROUP 4.....	\$ 31.57	10.95

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; & Gunite 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.

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 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

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 PLUM0392-008 06/01/2018

	Rates	Fringes
PLUMBER.....	\$ 32.01	19.67

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 SUKY2010-161 02/05/1996

	Rates	Fringes
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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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than ""SU"" or  
""UAVG"" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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**WAGE DETERMINATION APPEALS PROCESS**

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

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
11.0%	6.9%

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

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

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

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

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

**PART IV**  
**INSURANCE**

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

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

### PROPOSAL BID ITEMS

211349

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Report Date 10/27/21

#### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	2,564.00	TON		\$	
0020	00008		CEMENT STABILIZED ROADBED	4,084.00	SQYD		\$	
0030	00022		JPC PAVEMENT DRAINAGE BLANKET	1,002.00	TON		\$	
0040	00100		ASPHALT SEAL AGGREGATE	9.10	TON		\$	
0050	00103		ASPHALT SEAL COAT	1.10	TON		\$	
0060	00342		CL4 ASPH SURF 0.38A PG76-22	408.00	TON		\$	
0070	00358		ASPHALT CURING SEAL	5.90	TON		\$	
0080	02070		JPC PAVEMENT-12 IN	4,930.00	SQYD		\$	
0090	02542		CEMENT	86.00	TON		\$	
0100	02677		ASPHALT PAVE MILLING & TEXTURING	408.00	TON		\$	
0110	02702		SAND FOR BLOTTER	13.90	TON		\$	
0120	24790EC		SUBGRADE STABILIZATION	1,244.00	SQYD		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0130	00071		CRUSHED AGGREGATE SIZE NO 57	185.00	TON		\$	
0140	00078		CRUSHED AGGREGATE SIZE NO 2	1.00	TON		\$	
0150	01000		PERFORATED PIPE-4 IN	1,782.00	LF		\$	
0160	01001		PERFORATED PIPE-6 IN	92.00	LF		\$	
0170	01010		NON-PERFORATED PIPE-4 IN	12.00	LF		\$	
0180	01015		INSPECT & CERTIFY EDGE DRAIN SYSTEM	1.00	LS		\$	
0190	01024		PERF PIPE HEADWALL TY 2-4 IN	1.00	EACH		\$	
0200	01584		CAP DROP BOX INLET	1.00	EACH		\$	
0210	01634		CAP CURB BOX INLET	1.00	EACH		\$	
0220	01791		ADJUST MANHOLE FRAME TO GRADE	1.00	EACH		\$	
0230	01830		STANDARD INTEGRAL CURB	554.00	LF		\$	
0240	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	9.00	EACH		\$	
0250	01984		DELINEATOR FOR BARRIER - WHITE	22.00	EACH		\$	
0260	01985		DELINEATOR FOR BARRIER - YELLOW	13.00	EACH		\$	
0270	02001		CURB TO BARRIER WALL TRANS	2.00	EACH		\$	
0280	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0290	02015		CEMENT CONCRETE ISLAND	211.00	SQYD		\$	
0300	02110		PARTIAL DEPTH PATCHING	80.00	CUFT		\$	
0310	02159		TEMP DITCH	915.00	LF		\$	
0320	02160		CLEAN TEMP DITCH	458.00	LF		\$	
0330	02200		ROADWAY EXCAVATION	10,034.00	CUYD		\$	
0340	02223		GRANULAR EMBANKMENT	223.00	CUYD		\$	
0350	02242		WATER	100.00	MGAL		\$	
0360	02351		GUARDRAIL-STEEL W BEAM-S FACE	512.50	LF		\$	
0370	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	1.00	EACH		\$	
0380	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0390	02369		GUARDRAIL END TREATMENT TYPE 2A	1.00	EACH		\$	
0400	02381		REMOVE GUARDRAIL	479.00	LF		\$	

**PROPOSAL BID ITEMS**

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Report Date 10/27/21

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	02391		GUARDRAIL END TREATMENT TYPE 4A	1.00	EACH		\$	
0420	02483		CHANNEL LINING CLASS II	141.00	TON		\$	
0430	02545		CLEARING AND GRUBBING (1.98 ACRES)	1.00	LS		\$	
0440	02562		TEMPORARY SIGNS	285.00	SQFT		\$	
0450	02587		HOOK BOLT WITH EXPAN ANCHOR	160.00	EACH		\$	
0460	02603		FABRIC-GEOTEXTILE CLASS 2	725.00	SQYD		\$	
0470	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	417.00	SQYD	\$2.00	\$	\$834.00
0480	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0490	02671		PORTABLE CHANGEABLE MESSAGE SIGN	7.00	EACH		\$	
0500	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0510	02697		EDGE LINE RUMBLE STRIPS	1,570.00	LF		\$	
0520	02700		SAND	296.00	TON		\$	
0530	02701		TEMP SILT FENCE	915.00	LF		\$	
0540	02703		SILT TRAP TYPE A	7.00	EACH		\$	
0550	02704		SILT TRAP TYPE B	7.00	EACH		\$	
0560	02705		SILT TRAP TYPE C	7.00	EACH		\$	
0570	02706		CLEAN SILT TRAP TYPE A	7.00	EACH		\$	
0580	02707		CLEAN SILT TRAP TYPE B	7.00	EACH		\$	
0590	02708		CLEAN SILT TRAP TYPE C	7.00	EACH		\$	
0600	02720		SIDEWALK-4 IN CONCRETE	254.00	SQYD		\$	
0610	02726		STAKING	1.00	LS		\$	
0620	02775		ARROW PANEL	8.00	EACH		\$	
0630	03171		CONCRETE BARRIER WALL TYPE 9T	700.00	LF		\$	
0640	04904		BARRIER MOUNTING BRACKET	1.00	EACH		\$	
0650	05950		EROSION CONTROL BLANKET	50.00	SQYD		\$	
0660	05952		TEMP MULCH	6,389.00	SQYD		\$	
0670	05953		TEMP SEEDING AND PROTECTION	4,792.00	SQYD		\$	
0680	05963		INITIAL FERTILIZER	.25	TON		\$	
0690	05964		MAINTENANCE FERTILIZER	.15	TON		\$	
0700	05985		SEEDING AND PROTECTION	4,654.00	SQYD		\$	
0710	05992		AGRICULTURAL LIMESTONE	5.77	TON		\$	
0720	06400		GMSS GALV STEEL TYPE A	1,365.00	LB		\$	
0730	06405		SBM ALUMINUM PANEL SIGNS	4,928.00	SQFT		\$	
0740	06406		SBM ALUM SHEET SIGNS .080 IN	214.00	SQFT		\$	
0750	06407		SBM ALUM SHEET SIGNS .125 IN	87.00	SQFT		\$	
0760	06410		STEEL POST TYPE 1	315.00	LF		\$	
0770	06448		SIGN BRIDGE ATTACHMENT BRACKET	16.00	EACH		\$	
0780	06490		CLASS A CONCRETE FOR SIGNS	10.60	CUYD		\$	
0790	06511		PAVE STRIPING-TEMP PAINT-6 IN	1,000.00	LF		\$	
0800	06556		PAVE STRIPING-DUR TY 1-6 IN W	7,050.00	LF		\$	
0810	06557		PAVE STRIPING-DUR TY 1-6 IN Y	3,729.00	LF		\$	
0820	06558		PAVE STRIPING-DUR TY 1-8 IN W	981.00	LF		\$	
0830	06559		PAVE STRIPING-DUR TY 1-8 IN Y	93.00	LF		\$	
0840	06610		INLAID PAVEMENT MARKER-MW	56.00	EACH		\$	
0850	08903		CRASH CUSHION TY VI CLASS BT TL3	1.00	EACH		\$	
0860	10020NS		FUEL ADJUSTMENT	3,734.00	DOLL	\$1.00	\$	\$3,734.00
0870	20191ED		OBJECT MARKER TY 3	2.00	EACH		\$	
0880	20315ED		CLAY SOIL CAP	430.00	CUYD		\$	
0890	20418ED		REMOVE & RELOCATE SIGNS	4.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0900	20550ND		SAWCUT PAVEMENT	1,133.00	LF		\$	
0910	20603ED		SOIL NAIL WALL	5,630.00	SQFT		\$	
0920	20912ND		BARRIER WALL POST	1.00	EACH		\$	
0930	21373ND		REMOVE SIGN	3.00	EACH		\$	
0940	21596ND		GMSS TYPE D	23.00	EACH		\$	
0950	22664EN		WATER BLASTING EXISTING STRIPE	7,000.00	LF		\$	
0960	23158ES505		DETECTABLE WARNINGS	184.00	SQFT		\$	
0970	23253ES717		PAVE MARK TY 1 TAPE CROSS-HATCH	3,852.00	SQFT		\$	
0980	23254ES717		PAVE MARK TY 1 TAPE DOTTED LANE EXT	42.00	LF		\$	
0990	23256ES717		PAVE MARK TY 1 TAPE -ONLY	5.00	EACH		\$	
1000	23265ES717		PAVE MARK TY 1 TAPE STOP BAR-24 IN	30.00	LF		\$	
1010	23268ES717		PAVE MARK TY 1 TAPE-MERGE ARROW	2.00	EACH		\$	
1020	23269ES717		PAVE MARK TY 1 TAPE-COMBO ARROW	3.00	EACH		\$	
1030	23270ES717		PAVE MARK TY 1 TAPE-CURV ARROW	8.00	EACH		\$	
1040	23791EC		PAVE STRIPING-CHEVRON MARKINGS	168.00	SQFT		\$	
1050	23931EC		EPS FOAM BLOCK	63,126.00	CUFT		\$	
1060	24033EC		CONC BARRIER WALL TY 9B	1,104.00	LF		\$	
1070	24033EC		CONC BARRIER WALL TY 9B (54 INCH)	203.00	LF		\$	
1080	24631EC		BARCODE SIGN INVENTORY	78.00	EACH		\$	
1090	24814EC		PIPELINE INSPECTION	400.00	LF		\$	
1100	24852EC		BARRIER WALL GATE	1.00	EACH		\$	
1110	26145EC		4 IN CONCRETE LOAD DISTRIBUTOR	227.00	SQYD		\$	

**Section: 0003 - DRAINAGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1120	00462		CULVERT PIPE-18 IN	80.00	LF		\$	
1130	00521		STORM SEWER PIPE-15 IN	32.00	LF		\$	
1140	00522		STORM SEWER PIPE-18 IN	20.00	LF		\$	
1150	00524		STORM SEWER PIPE-24 IN	4.00	LF		\$	
1160	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
1170	01480		CURB BOX INLET TYPE B	1.00	EACH		\$	
1180	01559		DROP BOX INLET TYPE 13G	3.00	EACH		\$	
1190	01568		DROP BOX INLET TYPE 13S	1.00	EACH		\$	
1200	01756		MANHOLE TYPE A	2.00	EACH		\$	
1210	03391		PVC PIPE-12 IN	53.00	LF		\$	

**Section: 0004 - BRIDGE - #28401 RAMP C**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1220	02231		STRUCTURE GRANULAR BACKFILL	389.00	CUYD		\$	
1230	02731		REMOVE STRUCTURE	1.00	LS		\$	
1240	03299		ARMORED EDGE FOR CONCRETE	110.00	LF		\$	
1250	04810		ELECTRICAL JUNCTION BOX	2.00	EACH		\$	
1260	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1270	08020		CRUSHED AGGREGATE SLOPE PROT	12.00	TON		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1280	08033		TEST PILES	115.00	LF		\$	
1290	08039		PRE-DRILLING FOR PILES	191.00	LF		\$	
1300	08046		PILES-STEEL HP12X53	1,265.00	LF		\$	
1310	08100		CONCRETE-CLASS A	47.10	CUYD		\$	
1320	08104		CONCRETE-CLASS AA	200.40	CUYD		\$	
1330	08150		STEEL REINFORCEMENT	5,313.00	LB		\$	
1340	08151		STEEL REINFORCEMENT-EPOXY COATED	47,249.00	LB		\$	
1350	21532ED		RAIL SYSTEM TYPE III	267.00	LF		\$	
1360	23378EC		CONCRETE SEALING	10,002.00	SQFT		\$	
1370	24124EC		PVC CONDUIT-2 IN-SCHEDULE 40	131.00	LF		\$	
1380	24463ED		PPC I-BEAM HN 54 49	660.00	LF		\$	

**Section: 0005 - SIGNALS**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1390	04740		POLE BASE	1.00	EACH		\$	
1400	04780		FUSED CONNECTOR KIT	11.00	EACH		\$	
1410	04792		CONDUIT-1 IN	6.00	LF		\$	
1420	04793		CONDUIT-1 1/4 IN	26.00	LF		\$	
1430	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	
1440	04820		TRENCHING AND BACKFILLING	107.00	LF		\$	
1450	04844		CABLE-NO. 14/5C	1,540.00	LF		\$	
1460	04850		CABLE-NO. 14/1 PAIR	370.00	LF		\$	
1470	04885		MESSENGER-10800 LB	96.00	LF		\$	
1480	04894		PREFORMED LOOP/LEAD-IN	40.00	LF		\$	
1490	04932		INSTALL STEEL STRAIN POLE	1.00	EACH		\$	
1500	06406		SBM ALUM SHEET SIGNS .080 IN	21.25	SQFT		\$	
1510	06472		INSTALL SPAN MOUNTED SIGN	2.00	EACH		\$	
1520	20093NS835		INSTALL PEDESTRIAN HEAD-LED	8.00	EACH		\$	
1530	20188NS835		INSTALL LED SIGNAL-3 SECTION	6.00	EACH		\$	
1540	20266ES835		INSTALL LED SIGNAL- 4 SECTION	1.00	EACH		\$	
1550	20408ES835		INSTALL LED BEACON-12 IN	1.00	EACH		\$	
1560	20453ES835		PREFORMED QUADRAPOLE LOOPS	204.00	LF		\$	
1570	21743NN		INSTALL PEDESTRIAN DETECTOR	4.00	EACH		\$	
1580	22939ND		INSTALL LUMINAIRE POLE	1.00	EACH		\$	
1590	23157EN		TRAFFIC SIGNAL POLE BASE	3.00	CUYD		\$	
1600	23222EC		INSTALL SIGNAL PEDESTAL	3.00	EACH		\$	
1610	23235EC		INSTALL PEDESTAL POST	1.00	EACH		\$	
1620	24601EC		INSTALL (POLE MOUNTED SIGN)	1.00	EACH		\$	
1630	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	84.00	LF		\$	
1640	24955ED		REMOVE SIGNAL EQUIPMENT	2.00	EACH		\$	

**Section: 0006 - LIGHTING**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1650	04700		POLE 30 FT MTG HT	4.00	EACH		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1660	04701		POLE 40 FT MTG HT	2.00	EACH		\$	
1670	04720		BRACKET 4 FT	6.00	EACH		\$	
1680	04740		POLE BASE	3.00	EACH		\$	
1690	04741		POLE BASE IN MEDIAN WALL	3.00	EACH		\$	
1700	04750		TRANSFORMER BASE	3.00	EACH		\$	
1710	04780		FUSED CONNECTOR KIT	16.00	EACH		\$	
1720	04793		CONDUIT-1 1/4 IN	800.00	LF		\$	
1730	04810		ELECTRICAL JUNCTION BOX	1.00	EACH		\$	
1740	04820		TRENCHING AND BACKFILLING	800.00	LF		\$	
1750	04832		WIRE-NO. 12	675.00	LF		\$	
1760	04834		WIRE-NO. 6	4,900.00	LF		\$	
1770	04940		REMOVE LIGHTING	1.00	LS		\$	
1780	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	1.00	EACH		\$	
1790	24589ED		LED LUMINAIRE	6.00	EACH		\$	
1800	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	560.00	LF		\$	

**Section: 0007 - STRUCTURE - #28399 RETAINING WALL RAMP A**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1810	01000		PERFORATED PIPE-4 IN	130.00	LF		\$	
1820	02231		STRUCTURE GRANULAR BACKFILL	25.00	CUYD		\$	
1830	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1840	08039		PRE-DRILLING FOR PILES	529.00	LF		\$	
1850	08100		CONCRETE-CLASS A	55.30	CUYD		\$	
1860	08150		STEEL REINFORCEMENT	7,152.00	LB		\$	
1870	23378EC		CONCRETE SEALING	1,532.00	SQFT		\$	
1880	24132EC		TIMBER LAGGING	1,338.00	SQFT		\$	
1890	24461ED		DRAINAGE GEOCOMPOSITE	70.00	SQYD		\$	
1900	26144EC		PILES-STEEL W24 X 176	522.00	LF		\$	

**Section: 0008 - STRUCTURE - #28400 RETAINING WALL RAMP B**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1910	01000		PERFORATED PIPE-4 IN	325.00	LF		\$	
1920	02231		STRUCTURE GRANULAR BACKFILL	50.00	CUYD		\$	
1930	02731		REMOVE STRUCTURE	1.00	LS		\$	
1940	08003		FOUNDATION PREPARATION	1.00	LS		\$	
1950	08039		PRE-DRILLING FOR PILES	1,537.00	LF		\$	
1960	08100		CONCRETE-CLASS A	186.00	CUYD		\$	
1970	08150		STEEL REINFORCEMENT	27,184.00	LB		\$	
1980	23378EC		CONCRETE SEALING	5,175.00	SQFT		\$	
1990	24132EC		TIMBER LAGGING	4,782.00	SQFT		\$	
2000	24461ED		DRAINAGE GEOCOMPOSITE	241.00	SQYD		\$	
2010	26144EC		PILES-STEEL W24 X 176	1,517.00	LF		\$	

**Section: 0009 - MOBILIZATION AND DEMOBILIZATION**

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2020	02568		MOBILIZATION	1.00	LS		\$	
2030	02569		DEMOBILIZATION	1.00	LS		\$	