

CALL NO. 110

CONTRACT ID. 171051

CALDWELL COUNTY

FED/STATE PROJECT NUMBER NHPP IM 0691(008)

DESCRIPTION 1-69

WORK TYPE ASPHALT REHAB INTERSTATE/PARKWAY

PRIMARY COMPLETION DATE 8/1/2018

LETTING DATE: December 08,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN STANDARD TIME December 08,2017. Bids will be publicly announced at 10:00 AM EASTERN STANDARD TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 9%

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

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PART I SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 02

CONTRACT ID - 171051

NHPP IM 0691(008)

COUNTY - CALDWELL

PCN - DE01700691751 NHPP IM 0691(008)

I-69 MILL AND THIN ASPHALT OVERLAY ON I-69 FROM 1.777 MILE WEST OF KY-91 UNDERPASS(MP 79.35) EXTENDING EAST AND ENDING 1.745 MILE EAST OF KY-293(MP 82.934)., A DISTANCE OF 03.58 MILES.ASPHALT REHAB INTERSTATE/PARKWAY SYP NO. 02-02094.00.

GEOGRAPHIC COORDINATES LATITUDE 37:07:58.00 LONGITUDE 87:52:15.00

COMPLETION DATE(S):

COMPLETED BY 08/01/2018

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/construction-procurement)

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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

06/01/16

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 Capacity Rating 102.10 Delivery of Proposals

102.8 Irregular Proposals 102.14 Disqualification of Bidders

102.9 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

The contractor shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in 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:

- Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 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 Project Code Number (PCN), 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;
- 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
- 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, the DBE's certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors 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 and nine (9) copies of this information must be received in the office of 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:

- Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- 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;
- Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 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;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 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;
- 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;
- 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
- 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 our the DBE contract requirements shall constitute a breach of contract and as such the Cabinet reserves the right to exercise all administrative remedies at its disposal including, but not limited to the following:

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (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 submitted within 10 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.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at: http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx

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 is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

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.

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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DGA BASE

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

DGA BASE FOR SHOULDERS

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

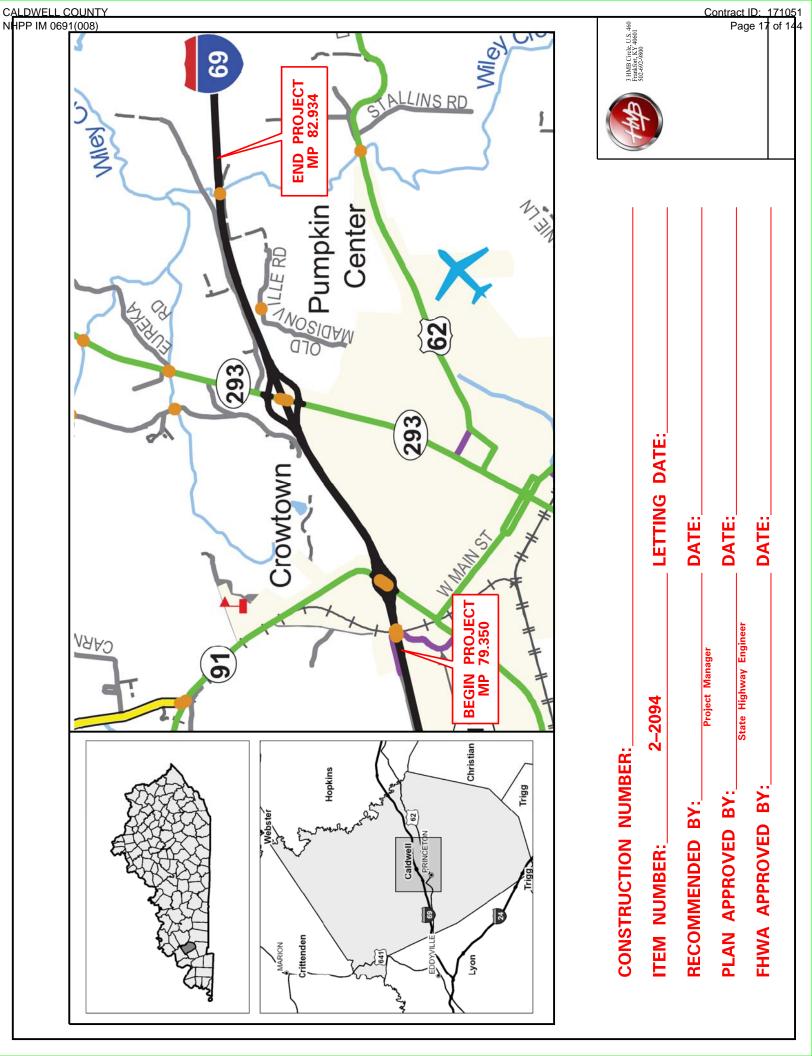
Accept payment at the Contract unit price per ton as full compensation for all labor, materials, equipment, and incidentals for grading and/or shaping of existing shoulders and furnishing, placing, and compacting the DGA Base.

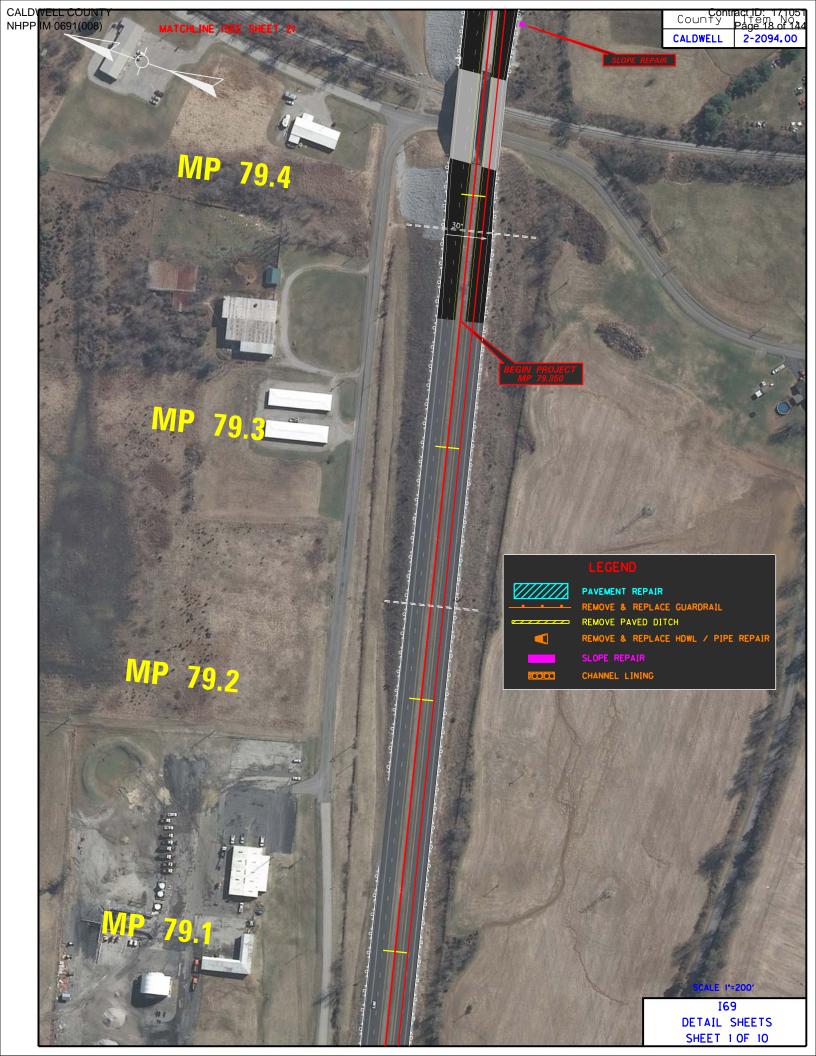
INCIDENTAL SURFACING

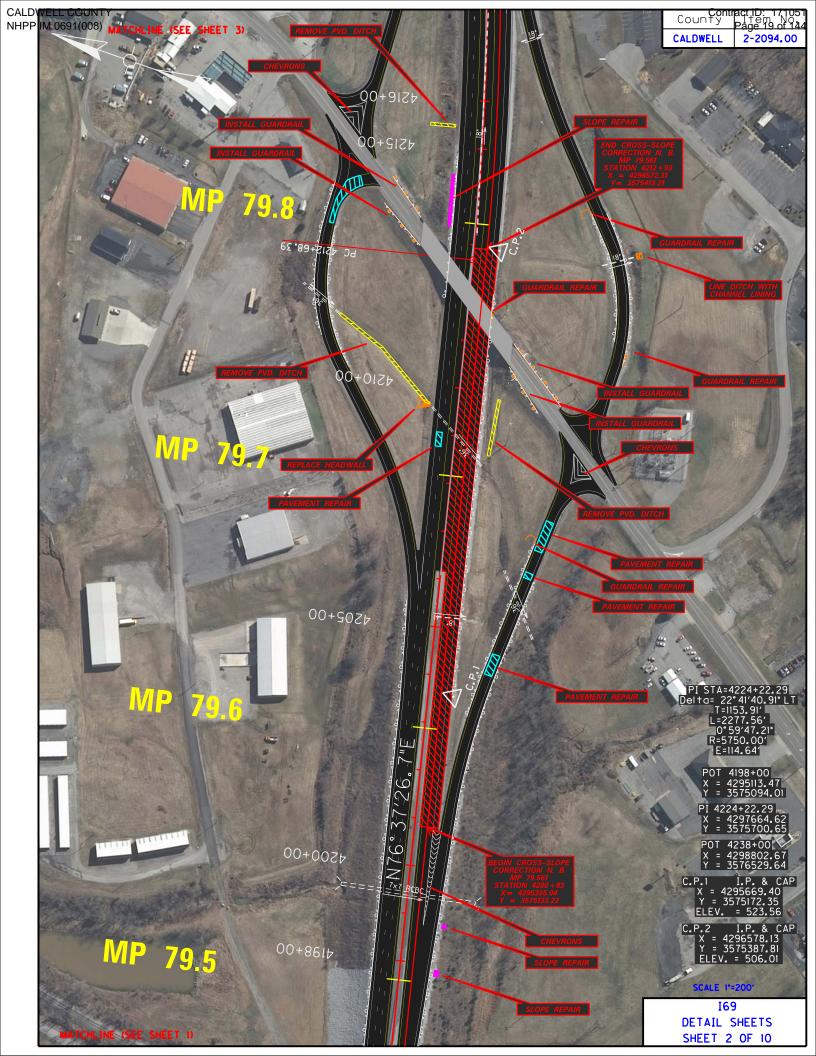
The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches,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

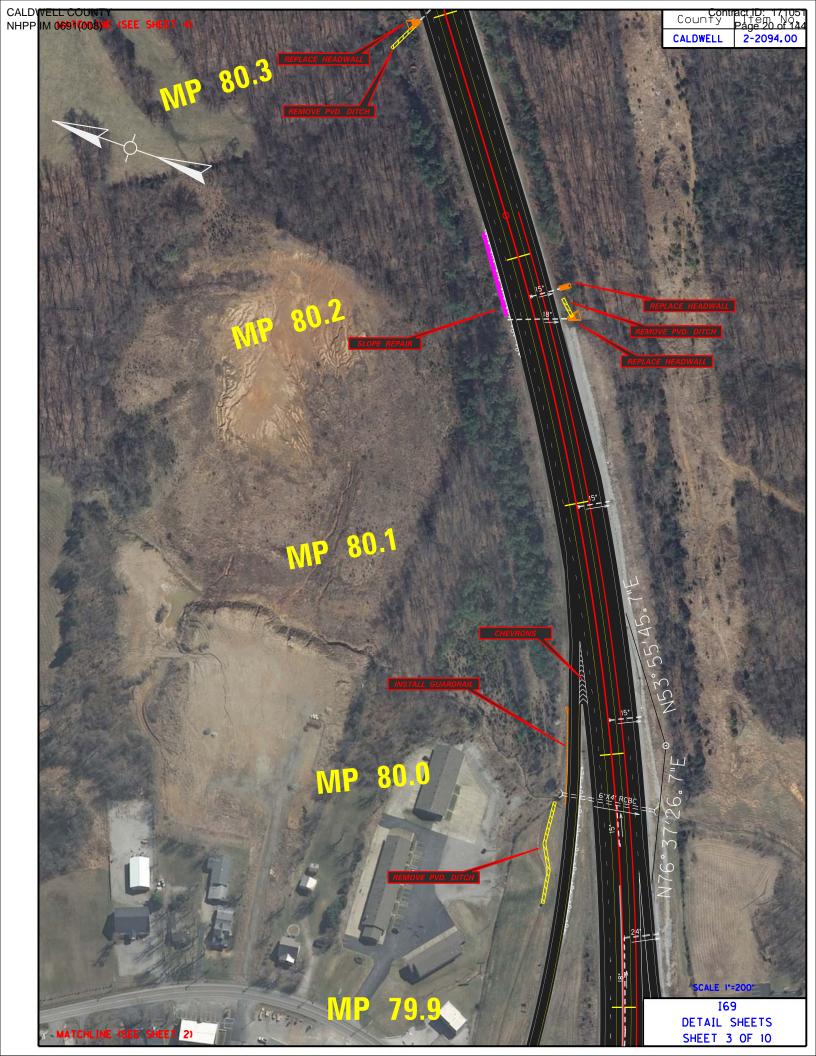
FUEL AND ASPHALT PAY ADJUSTMENT

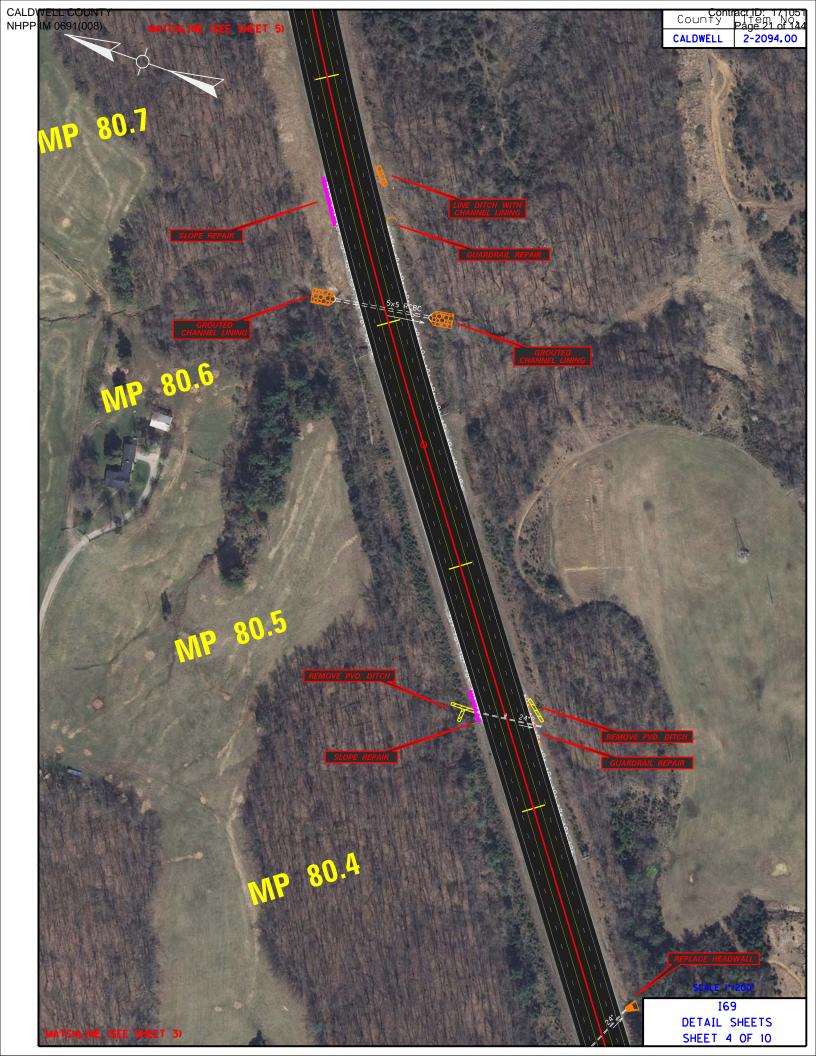
The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all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

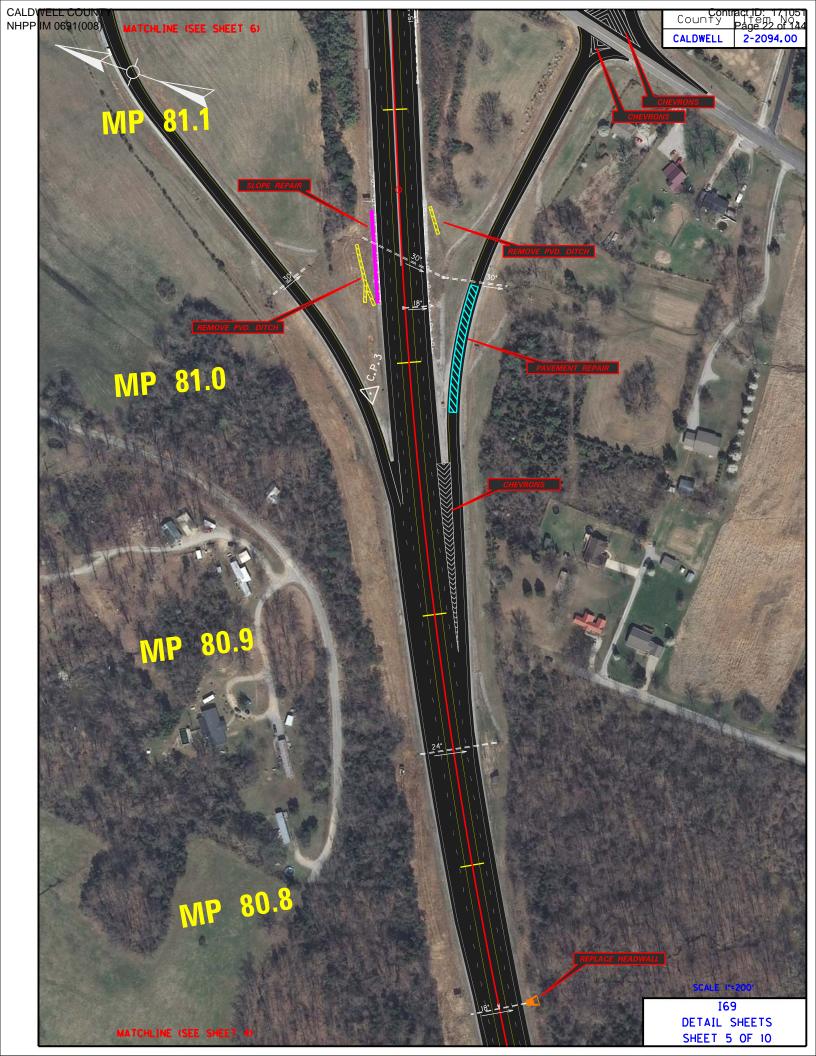


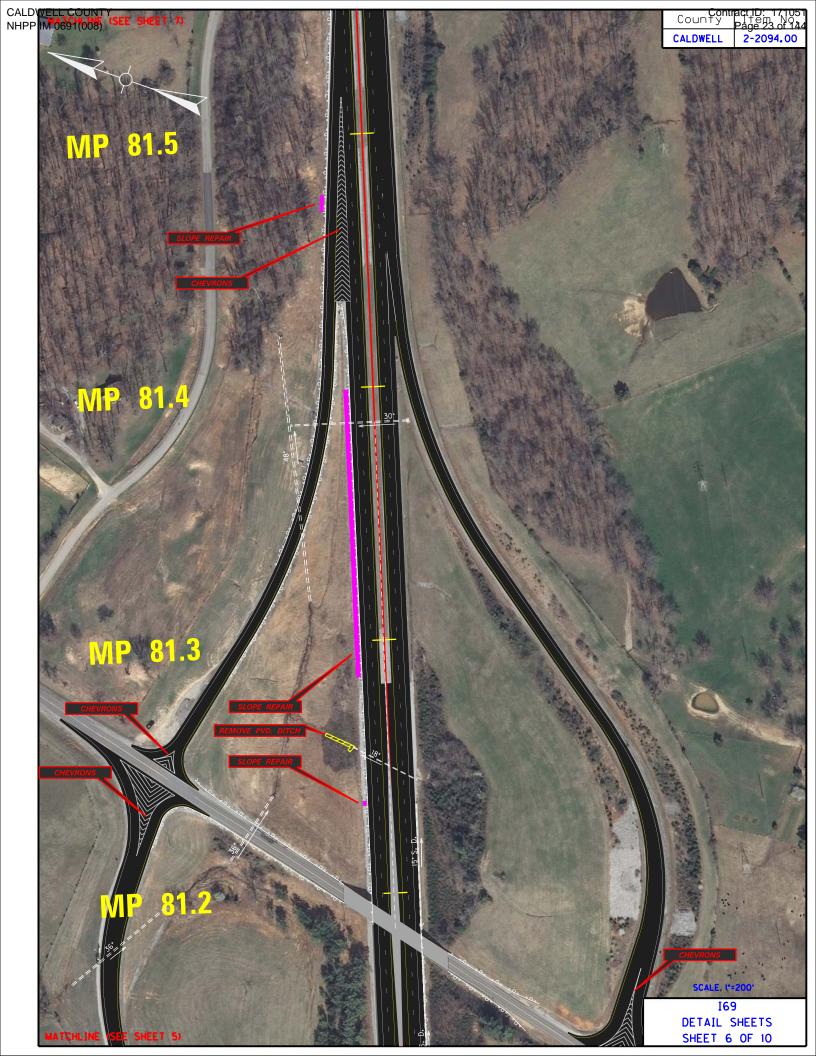


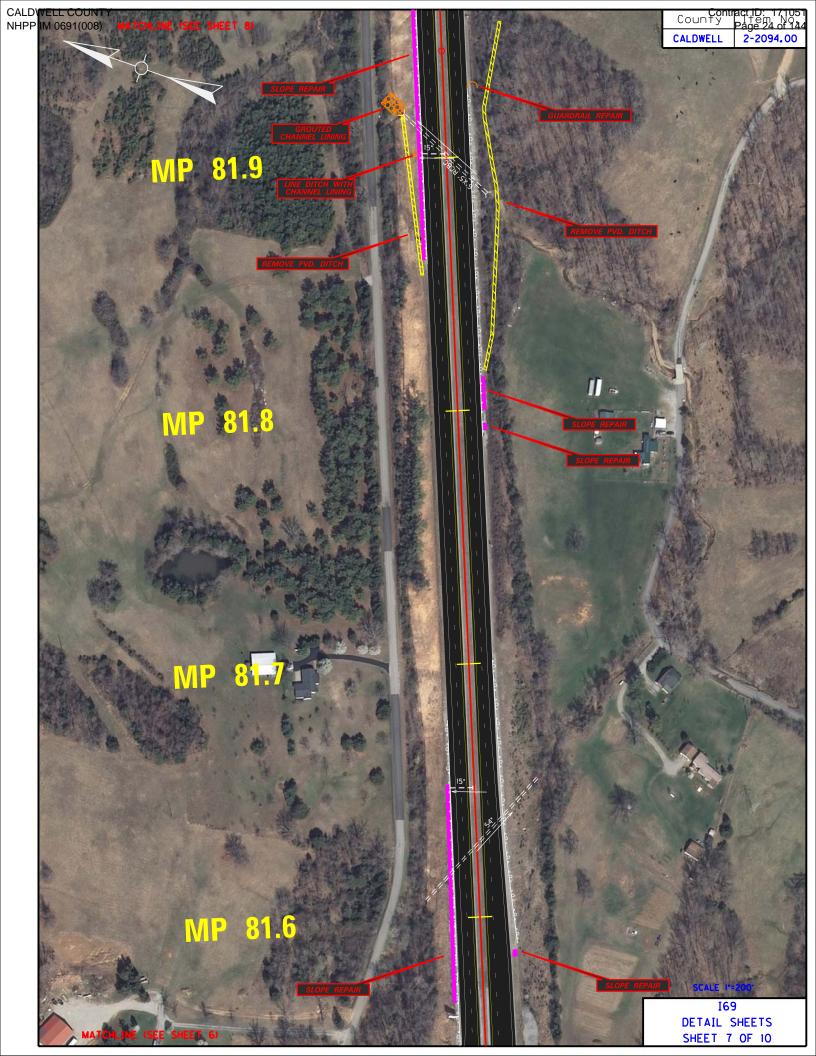


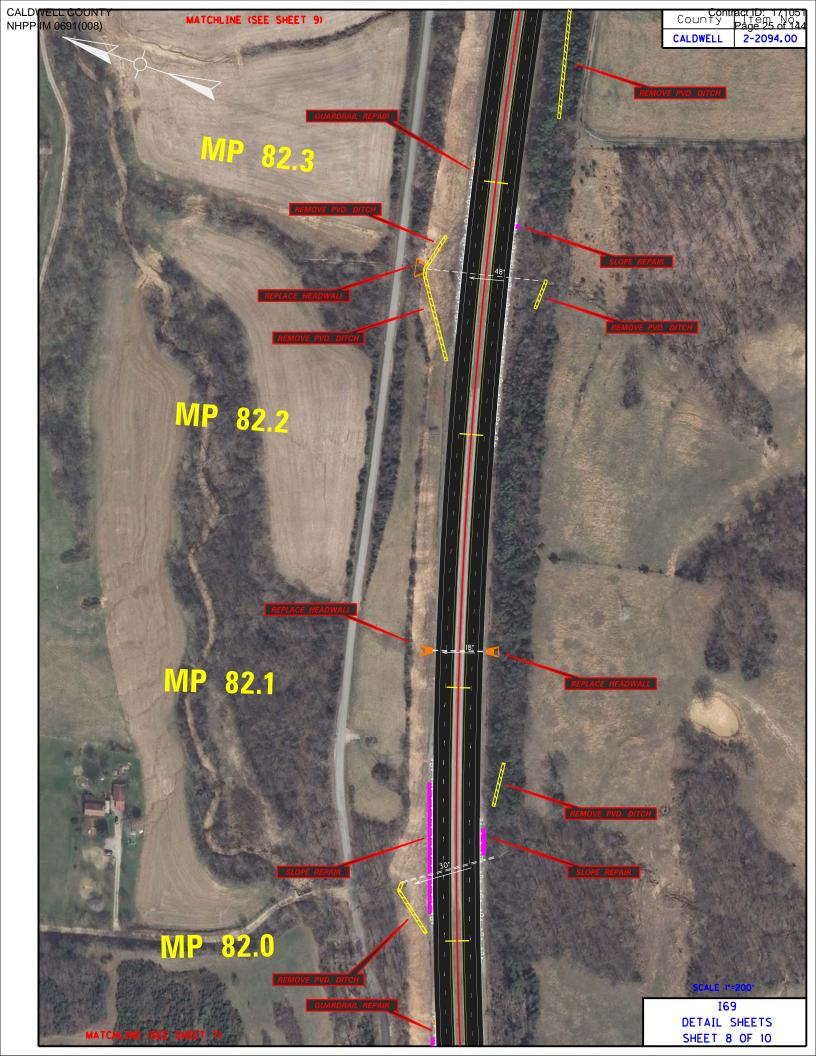


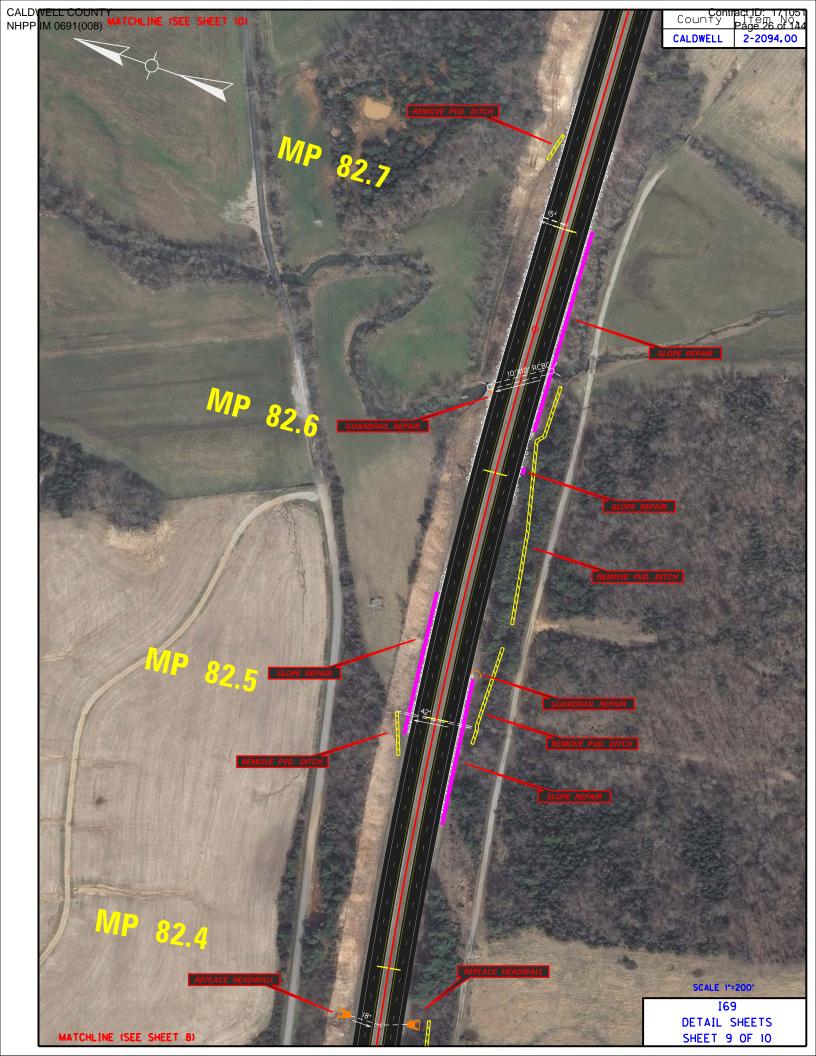


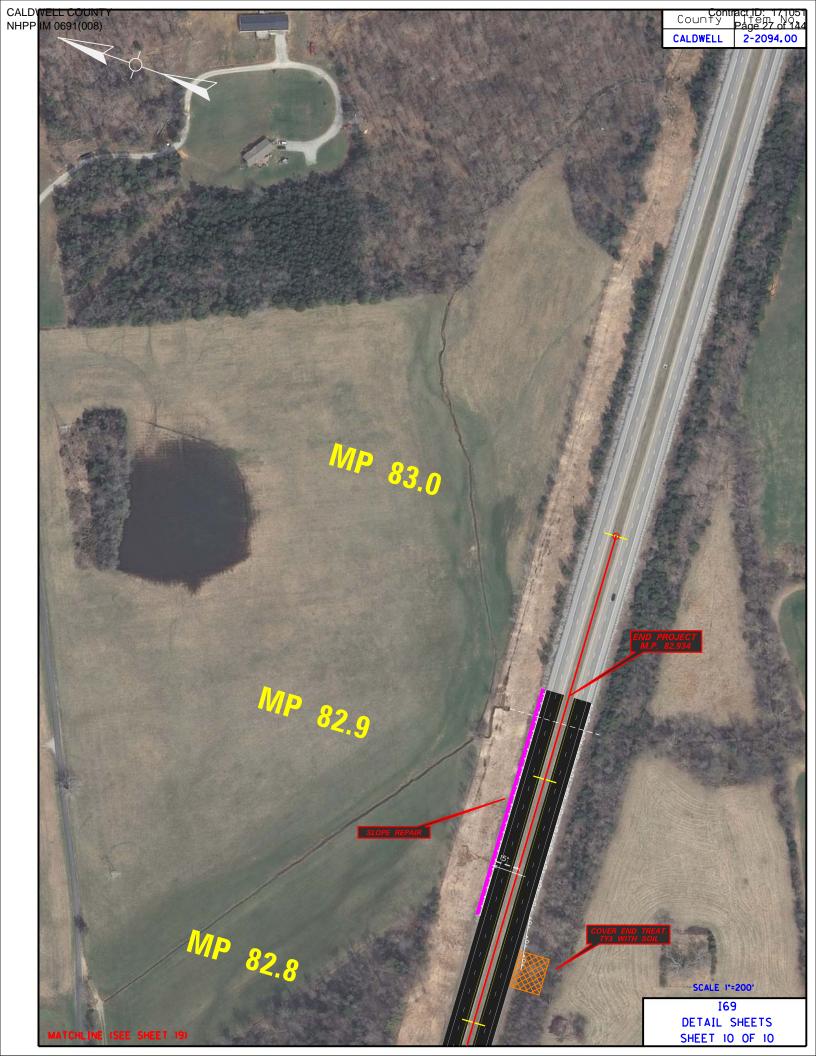


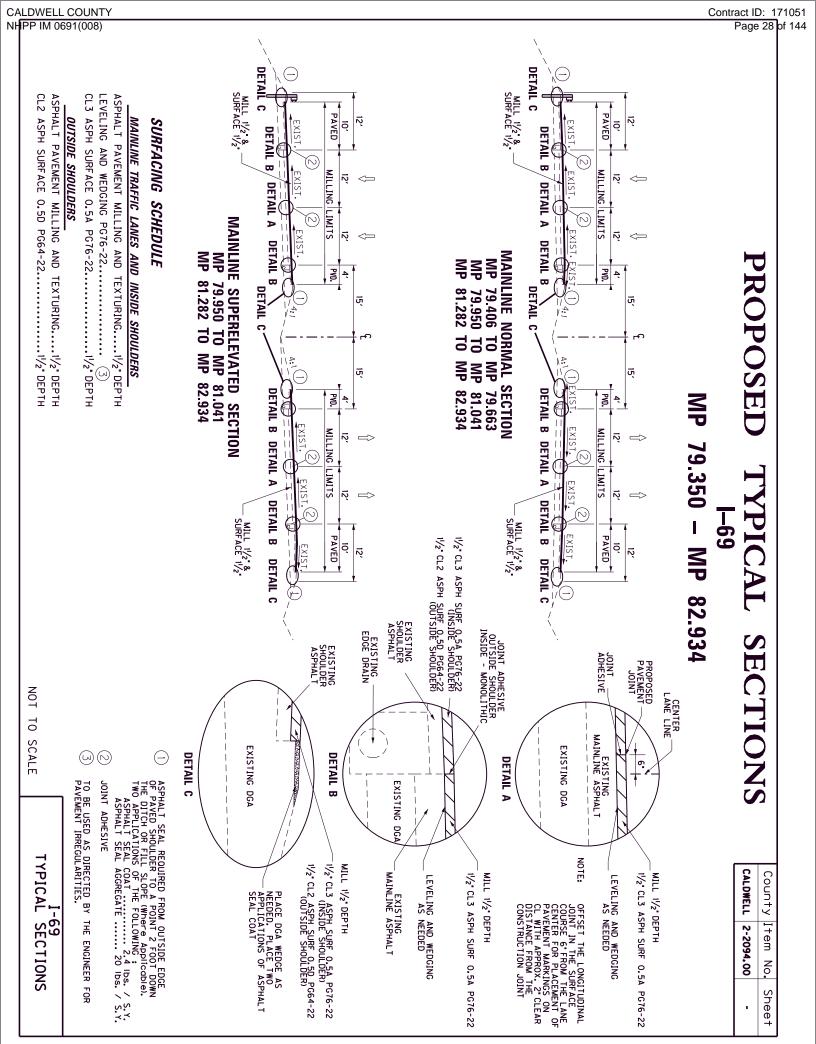


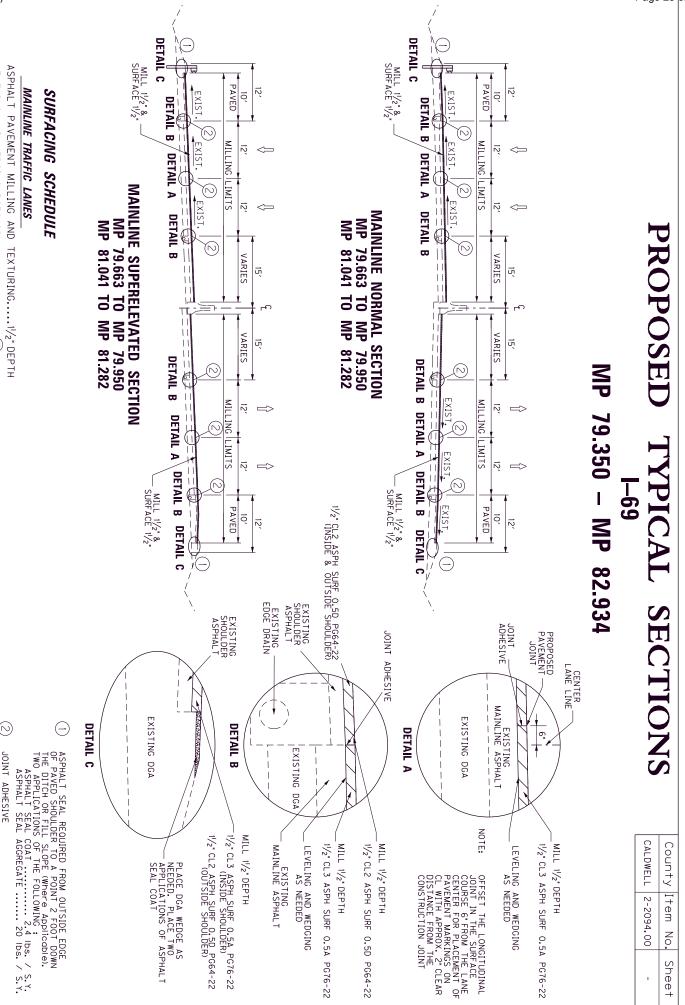












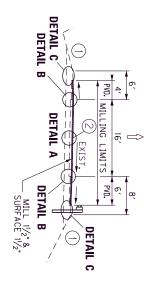
TO BE USED AS DIRECTED BY THE ENGINEER FOR PAVEMENT IRREGULARITIES.

TYPICAL SECTIONS

PROPOSED TYPICAL SECTIONS

CALDWELL 2-2094.00 County Item No. Sheet

KY 91 AND KY 293 INTERCHANGE RAMPS



JOINT __

EXISTING MAINLINE ASPHALT

EXISTING DGA

PROPOSED PAVEMENT JOINT

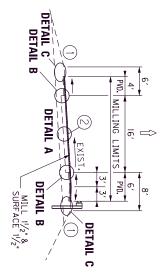
11/2" CL3 ASPH SURF 0.5A PG76-22

MILL 11/2" DEPTH

LEVELING AND WEDGING AS NEEDED

CENTER _

RAMP NORMAL SECTION KY 91 INTERCHANGE KY 293 INTERCHANGE



RAMP SUPERELEVATED SECTION **KY 293 INTERCHANGE KY 91 INTERCHANGE**

SURFACING SCHEDULE

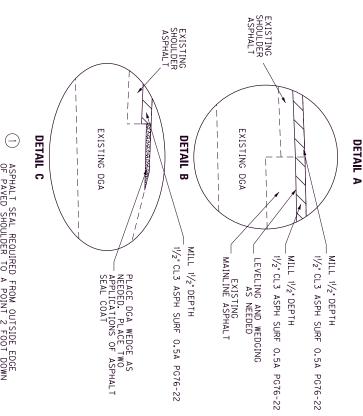
RAMP TRAFFIC LANES

CL3 ASPH	LEVELING	ASPHALT
CL3 ASPH SURFACE 0.5A PG76-22	LEVELING AND WEDGING PG76-22 (3)	ASPHALT PAVEMENT MILLING AND TEXTURING11/2" DEPTH
)EPTH)EPTH

INSIDE & OUTSIDE SHOULDERS

CALDWELL COUNTY NHPP IM 0691(008)

CL3 ASPH SURFACE 0.5A PG76-22.....'/2" DEPTH ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH



- ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE
 OF PAYED SHOULDER TO A POINT 2 FOOT DOWN
 THE DITCH OR FILL SLOPE (Where Applicable).
 TWO APPLICATIONS OF THE FOLLOWING:
 ASPHALT SEAL COAT 2.4 lbs. / S.Y.
 ASPHALT SEAL AGGREGATE 20 lbs. / S.Y. TO BE USED AS DIRECTED BY THE ENGINEER FOR PAVEMENT IRREGULARITIES. JOINT ADHESIVE
- TYPICAL SECTIONS

PROPOSED TYPICAL SECTIONS

CALDWELL 2-2094.00 County Item No.

Sheet

KY 91 AND KY 293 APPROACHES

JOINT —

EXISTING MAINLINE ASPHALT

EXISTING DGA

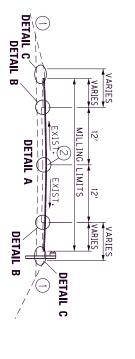
PROPOSED PAVEMENT JOINT

11/2" CL3 ASPH SURF 0.5A PG76-22

MILL 11/2" DEPTH

LEVELING AND WEDGING AS NEEDED

CENTER _



KY 91 NORMAL SECTION KY 293 NORMAL SECTION

EXISTING SHOULDER ASPHALT EXISTING SHOULDER ASPHALT EXISTING DGA EXISTING DGA DETAIL C DETAIL B DETAIL A 11/2" CL3 ASPH SURF 0.5A PG76-22 MILL 11/2" DEPTH MILL 11/2" DEPTH EXISTING MAINLINE ASPHALT LEVELING AND WEDGING AS NEEDED MILL 11/2" DEPTH 11/2" CL3 ASPH SURF 0.5A PG76-22 1//2" CL3 ASPH SURF 0.5A PG76-22 PLACE DGA WEDGE AS NEEDED. PLACE TWO APPLICATIONS OF ASPHALT SEAL COAT

SURFACING SCHEDULE

MAINLINE TRAFFIC LANES

LEVELING AND WEDGING..... (3) ASPHALT PAVEMENT MILLING AND TEXTURING.....11/2" DEPTH

INSIDE & OUTSIDE SHOULDERS

CALDWELL COUNTY NHPP IM 0691(008)

> CL3 ASPH SURFACE 0.5A PG76-22.....1/2" DEPTH ASPHALT PAVEMENT MILLING AND TEXTURING.....1/2" DEPTH

- ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE
 OF PAYED SHOULDER TO A POINT 2 FOOT DOWN
 THE DITCH OR FILL SLOPE (Where Applicable).
 TWO APPLICATIONS OF THE FOLLOWING:
 ASPHALT SEAL COAT 2.4 lbs. / S.Y.
 ASPHALT SEAL AGGREGATE 20 lbs. / S.Y. TO BE USED AS DIRECTED BY THE ENGINEER FOR PAVEMENT IRREGULARITIES. JOINT ADHESIVE
- TYPICAL SECTIONS

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CALDWELL COUNTY PAVEMENT REHABILITATION, MILEPOST 79.350 TO 82.934 NB & SB ITEM NO. 2-2094 **GENERAL SUMMARY**

ITEM NUMBER	ITEM	UNIT	QUANTITY		
1	DGA BASE	50	TON	1,815	
78	CRUSHED AGGREGATE SIZE NO. 2	7	TON	1, 905	
332	CL3 ASPH SURF 0.50A PG76-22	0	TON	14, 430	
309	CL2 ASPH SURF 0.50D PG64-22	0	TON	3,309	
216	CL3 ASPH BASE 1.00D PG76-22	6 0	TON	595	
2677	ASPHALT PAVE MILLING & TEXTURING	0	TON	18,149	
194	LEVELING & WEDGING PG76-22	0	TON	1,185	
100	ASPHALT SEAL AGGREGATE	0	TON	431	
103	ASPHALT SEAL COAT	0	TON	52	
20071EC	JOINT ADHESIVE	3	LIN FT	92,000	
2696	SHOULDER RUMBLE STRIPS - SAWED		LIN FT	97,000	
21802EN	G/R STEEL W BEAM - S FACE (7'POST)	42	LIN FT	5,850	
2381	REMOVE GUARDRAIL	42	LIN FT	6,050	
2367	GUARDRAIL END TREATMENT TYPE I	2	EACH	9	
2369	GUARDRAIL END TREATMENT TYPE 2A	2	EACH	3	
2360	GUARDRAIL TERMINAL SECTION NO 1	2	EACH	5	
2378	GUARDRAIL CONNECTOR TO BRIDGE END TY D	2	EACH	4	
1982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL	WHITE ②	EACH	136	
1432	SLOPED BOX OUTLET TYPE 1-15 IN	3	EACH	1	
1450	S & F BOX INLET-OUTLET-18 IN	3	EACH	7	
1451	S & F BOX INLET-OUTLET-24 IN	3	EACH	1	
1453	S & F BOX INLET-OUTLET-36 IN	3	EACH	1	
24026EC	PIPE CULVERT HEADWALL-54 IN	3	EACH	1	
2625	REMOVE HEADWALL	3	EACH	11	
461	CULVERT PIPE - 15 IN	3	LIN FT	4	
462	CULVERT PIPE - 18 IN	3	LIN FT	28	
464	CULVERT PIPE - 24 IN	3	LIN FT	4	
468	CULVERT PIPE - 36 IN	3	LIN FT	4	
471	CULVERT PIPE - 54 IN	3	LIN FT	4	
1310	REMOVE PIPE	3	LIN FT	44	
8100	CONCRETE-CLASS A	83	CU YD	5.23	
8150	STEEL REINFORCEMENT	93	LBS	526	
2575	DITCHING AND SHOULDERING		LIN FT	18,628	
40030	TEMPORARY SILT FENCE		LIN FT	5,000	
2703	SILT TRAP TYPE A		EACH	10	
2704	SILT TRAP TYPE B		EACH	10	
2705	SILT TRAP TYPE C		EACH	10	
2706	CLEAN SILT TRAP TYPE A		EACH	10	
2707	CLEAN SILT TRAP TYPE B		EACH	10	

- (1) CARRIED OVER FROM PAVING SUMMARY
- ② CARRIED OVER FROM GUARDRAIL SUMMARY ③ CARRIED OVER FROM PIPE SUMMARY

- A INCLUDES QUANTITIES FOR SLOPE
 REPAIRS, SEE DETAIL SHEET
 See to tone included for shoulder slope repair
 334 TONS INCLUDED FOR SHOULDER WEDGE AT CROSS SLOPE REPAIR LOCATION. 15 TONS INCLUDED FOR BRIDGE SLOPEWALL REPAIR.
- INCLUDES 410 TONS FOR BASE REPAIRS, 185 TONS FOR P. PIPE TRENCH CAP.
- INCLUDES 1,440 TONS FOR SLOPE REPAIRS, 15 TONS FOR PERF. PIPE HEADWALLS, AND 450 TONS FOR SLIDE REPAIR. INCLUDES 2.8 C.Y. FOR BRIDGE SLOPEWALL REPAIR AND 2.43 C.Y.FOR PIPE COLLARS.
- INCLUDES 281 LBS FOR BRIDGE SLOPEWALL REPAIR AND 245 LBS FOR PIPE COLLARS

CALDWELL COUNTY Contract ID: 171051

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CALDWELL COUNTY PAVEMENT REHABILITATION, MILEPOST 79.350 TO 82.934 NB & SB ITEM NO. 2-2094 GENERAL SUMMARY

ITEM NUMBER	ITEM	UNIT	QUANTITY
2708	CLEAN SILT TRAP TYPE C	EACH	10
5952	TEMPORARY MULCH	SQ YD	6,453
5950	EROSION CONTROL BLANKET	SQ YD	9,680
5953	TEMP SEEDING AND PROTECTION	SQ YD	4,840
5963	INITIAL FERTILIZER	TON	1
5964	20-10-10 FERTILIZER	TON	.5
5992	AGRICULTURAL LIMESTONE	TON	6
2165	REMOVE PAVED DITCH	SQ YD	2,650
2484	CHANNEL LINING CLASS III (1)	TON	2,500
2726	STAKING	LP SUM	1
2555	CONCRETE-CLASS B (1)	CU YD	75
6401	FLEXIBLE DELINEATOR POST - M/W	EACH	1,064
6404	FLEXIBLE DELINEATOR POST - M/Y	EACH	360
6511	PAVE STRIPING TEMP PAINT - 6 IN	LIN FT	25,000
6514	PAVE STRIPING-PERM PAINT-4IN	LIN FT	10,800
6549	PAVE STRIPING-TEMP REM TAPE-B (8 IN)	LIN FT	940
6550	PAVE STRIPING-TEMP REM TAPE-W (6 IN)	LIN FT	1,800
6551	PAVE STRIPING-TEMP REM TAPE-Y (6 IN)	LIN FT	1,800
23159EN	DURABLE WATERBORNE MARKING - 6 IN W	LIN FT	57,000
23160EN	DURABLE WATERBORNE MARKING - 6 IN Y	LIN FT	52,000
24191ER	DURABLE WATERBORNE MARKING - 12 IN W	LIN FT	4,410
24489EC	INLAID PAVEMENT MARKER	EACH	800
2650	MAINTAIN & CONTROL TRAFFIC	LP SUM	1
2562	TEMPORARY SIGNS	SQ FT	800
2568	MOBILIZATION	LP SUM	1
2569	DEMOBILIZATION	LP SUM	1
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	4
2676	MOBILIZATION FOR MILL & TEXT	LP SUM	1
2775	ARROW PANEL	EACH	2
2014	BARRICADE - TYPE III	EACH	6
1000	PERFORATED PIPE-4 IN	LIN FT	7,500
1010	NON-PERFORATED PIPE-4 IN	LIN FT	225
1015	INSPECT & CERTIFY EDGE DRAIN SYSTEM	LP SUM	1
1020	PERF PIPE HEADWALL TY 1-4 IN	EACH	5
1028	PERF PIPE HEADWALL TY 3-4 IN	EACH	5
1740	CORED HOLE DRAINAGE BOX CON-4 IN	EACH	5
20758ED	REMOVE AND RESET PERF PIPE HEADWALL	EACH	20
10020NS	FUEL ADJUSTMENT	DOLLAR	28,826
10030NS	ASPHALT ADJUSTMENT	DOLLAR	72,402
2599	FABRIC-GEOTEXTILE TYPE IV	SQ YD	350

⁽⁾ FOR DITCH EROSION REPAIRS, DRAINAGE STRUCTURE INLET/OUTLET REPAIRS, AND FOR PAVED DITCH REMOVAL.

① FOR GROUTED CHANNEL LINING

POR SLIDE REPAIR

CALDWELL COUNTY Contract ID: 171051

I-69 CALDWELL COUNTY PAVEMENT REHABILITATION, MP 79.350 TO 82.934 EB & WB ITEM NO. 2-2094

PAVING AREAS		PAVING AREAS							
ITEM	TOTAL	ITEM	TOTAL						
MAINLINE & INSIDE SHLD.	S.Y.	MAINLINE	S.Y.						
1 1/2" CLASS 3 ASPH. SURF. 0.50A PG76-22	129,233	1 1/2" ASPHALT PAVE MILLING & TEXTURING	214,942						
MAINLINE OUTSIDE SHOULDER	S.Y.								
1 1/2" CLASS 2 ASPH. SURF. 0.50D PG64-22	40,102								
KY 91 EXIT RAMPS AND SHOULDERS	S.Y.								
1 1/2" CLASS 3 ASPH. SURF. 0.50A PG76-22	14,170								
KY 293 EXIT RAMPS AND SHOULDERS	S.Y.								
1 $\frac{1}{2}$ " CLASS 3 ASPH. SURF. 0.50A PG76-22	23, 941								
		PAVEMENT REPAIR	S.Y.						
KY 91 APPROACH MAINLINE AND SHOULDERS	S.Y.	8" CLASS 3 ASPH. BASE 1.0D PG76-22	931						
1 1/2" CLASS 3 ASPH. SURF. 0.50A PG76-22	2,707	8" ASPHALT PAVE MILLING & TEXTURING	931						
KY 293 APPROACH MAINLINE AND SHOULDERS	S.Y.	SHOULDERS	S.Y.						
1 1/2" CLASS 3 ASPH. SURF. 0.50A PG76-22	4,857	DGA BASE (DEPTH VARIES)	43,112						
		ASPHALT SEAL AGGREGATE	21,556						
		ASPHALT SEAL COAT	21,556						

PAVING SUMMARY

CODE	ITEM	UNITS	PROJECT TOTAL
332	CLASS 3 ASPH. SURF. 0.50A PG76-22	TON	14,430
309	CLASS 2 ASPH. SURF. 0.50D PG64-22	TON	3,309
194	LEVELING AND WEDGING PG76-22	TON	1,185
216	CLASS 3 ASPH. BASE 1.0D PG76-22 ③	TON	410
2677	ASPHALT PAVEMENT MILLING & TEXTURING	TON	18,149
2696	SHOULDER RUMBLE STRIPS - SAWED	TON	97,000
001	DGA BASE @	TON	1,800
100	ASPHALT SEAL AGGREGATE 5	TON	431
103	ASPHALT SEAL COAT 5	TON	52
20071EC	JOINT ADHESIVE	LF	92,000

INCLUDES 685 TONS FOR CROSS SLOPE CORRECTION. INCLUDES 500 TONS TO BE USED AS DIRECTED BY THE ENGINEER. USE CL3 ASPHALT BASE FOR LEVELING AND WEDGING FOR CROSS SLOPE CORRECTION GREATER THAN 2 INCH THICKNESS. FOR PAVEMENT REPAIR AREAS. SEE DETAIL AND PLAN SHEET FOR LOCATIONS.
INCLUDES 334 TONS FOR SHOULDER WEDGE AT CROSS SLOPE REPAIR LOCATION AND 260 TONS FOR SLOPE REPAIR LOC. BASED ON 2 APPLICATION OF: 2.4*/SY ASPHALT SEAL, 20*/SY ASPH. SEAL AGGREGATE WHERE APPLICATION IS FEASIBLE. CALCULATION OF ALL ASPHALT MIXES BASED ON 110*/SY PER INCH, ALL STONE MIXES BASED ON 115*/SY PER INCH. ALL QUANTITIES HAVE BEEN CARRIED OVER AND INCLUDED IN THE GENERAL SUMMARY

Contract ID: 171051

I-69 CALDWELL COUNTY PAVEMENT REHABILITATION, MILEPOST 79.350 - 83.934

PP IM	100	1/0	na	_			_		_		_	_		_	 _	_	_	_	_	_									_			Pa
	SHEET			,					SL OPE		868	894	910		1	447	430	782	281	266	118	114		1	1	-	1	78		ITEM	POINT NUMBERS	
POINT NUMBER REFERS	TOTAL								REPAIR		81.972	82.310	82.634	80.020	020.00	208 08	82 520	81 027	80.638	80.433	79.810	79.750	79.614	12.324	12.319	12.246	12.236	79.677		NO.		
TO SURVEY									LOCATIONS		81.972	82.310	82.624	79.983	02.063	82825	82 520	81 927	80.638	80.457	79.810	79.760	79.773	12.344	12.337	12.265	12.265	79.677			** TO MILEPOST	
SHOT NUMBER,	5,850								4.475		ı	ı	50	150		1	'	'		125	1	-	800	50	50	50	100	1		21802EN	GUARDRAIL-STEEL W BEAM-S FACE (7 FT POST) (LF)	
THESE	4																							1	1	1	-	1		2378	GUARDRAIL CONNECTOR TO BR. END TY D (LF)	
SHOT NUMBERS I	6,050							i	4.475		50	50	50			'	'		- !	125	1	50	850	100	100	100	150	1		2381	REMOVE GUARDRAIL (LF)	
HAVE BEEN M	9										-	_		_								1	-	1	1	1	_			2367	GUARDRAIL END TREATMENT TYPE 1 (EACH)	ITEM
MARKED IN THE	ω													_						_			_							2369	TREATMENT TYPE 2A	ITEM NO. 2-2
FIELD	σ															-	_ -	-	_		-							_		2360	GUARDRAIL TERM SECTION 1 (EACH)	2-2094
WITH PAINT.	136							;	100				-	4					,	u			16	3	3	3				1982	DELINEATORS FOR GUARDRAIL MW	
* CARRIED OVER TO GENERAL SUMMARY ** FOR LOCATION INFORMATION ONLY									SEE SLOPE REPAIR DETAIL FOR LOCATIONS		RT., REMOVE &	REMOVE & REPLACE E	SB. RT., REMOVE & REPLACE GR	SB. OFF RAMP, NEW INSTALLATION FOR CULVERT PROTECTION	MO NIO COVEN ENTO HILL SOIE	B BI COVER E I IV3 W	BI BENOVE & REDIACE TERM	BT BEMOVE & BEDINCE	NB. RT., REMOVE & REPLACE TERM, SECT. 1		NB. RT, REMOVE & REPLACE TERM. SECT. 1	NB. ON RAMP RT., REMOVE	NB. RT., REMOVE & REPLACE GR (CROSS SLOPE CORR. AREA)	NB. LT. KY91 APPROACH, REMOVE & REPLACE GR	KY91 APPROACH, REMOVE &	LT. KY9I APPROACH, REMOVE & REPLACE	NB. RT. KY91 APPROACH, REMOVE & REPLACE GR	NB. LT. KY91 EXIT OFF RAMP, REM. & REPLACE TERM. SECT. 1			DESCRIPTION	

CALDWELL COUNTY NHPP IM 0691(008) Contract ID: 171051
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I-69 CALDWELL COUNTY PAVEMENT REHABILITATION, MILEPOST 79.350 TO 82.934 NB & SB ITEM NO. 2-2094.00 PIPE DRAINAGE SUMMARY PAGE 1 OF 2

			P		ULVER ⁻ WALL	Т		
DIRECTION MILE POINT	SLOPED BOX OUTLET TYPE 1-15 IN	S & F BOX INLET/OUTLET 18 IN	S & F BOX INLET-OUTLET 24 IN	S & F BOX INLET-OUTLET 36 IN	PIPE CULVERT HEADWALL 54 IN	REMOVE HEADWALL		REMARKS
ITEM CODE	1432	1450	1451	1453	24026EC	2625		
UNIT TO BID								
NORTHBOUND 80.171		1				1		15 DEGREE SKEW
NORTHBOUND 80.184	1					1		
NORTHBOUND 80.313			1			1		15 DEGREE SKEW
NORTHBOUND 80.742		1				1		
NORTHBOUND 82.114		1				1		
NORTHBOUND 82.379		1				1		
SOUTHBOUND 82.379		1				1		
SOUTHBOUND 82.263					1	1		
SOUTHBOUND 82.114		1				1		
SOUTHBOUND 80.300		1				1		
SOUTHBOUND 79.727				1		1		30 DEGREE SKEW
TOTAL PROJECT	1	7	1	1	1	11		

NOTE: ALL ITEMS CARRIED OVER AND INCLUDED IN THE GENERAL SUMMARY

NOTE: MINOR GRADING AT INLET AND OUTLET DITCHES DUE TO HEADWALL CHANGES

WILL BE CONSIDERED INCIDENTAL TO THE HEADWALL INSTALLATION.

CALDWELL COUNTY NHPP IM 0691(008)

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I-69 CALDWELL COUNTY PAVEMENT REHABILITATION, MILEPOST 79.350 TO 82.934 NB & SB ITEM NO. 2-2094.00 PIPE DRAINAGE SUMMARY PAGE 2 OF 2

	CULVERT () PIPE						MISC.		
DIRECTION MILE POINT	CULVERT PIPE 15 IN (MATCH EXISTING)	CULVERT PIPE 18 IN (MATCH EXISTING)	CULVERT PIPE 24 IN (MATCH EXISTING)	CULVERT PIPE 36 IN (MATCH EXISTING)	CULVERT PIPE 54 IN (MATCH EXISTING)	REMOVE PIPE	CONCRETE ©	STEEL (STEEL REINFORCEMENT	REMARKS
ITEM CODE	461	462	464	468	0471	1310	8100	8150	
UNIT TO BID			LINEAF	R FOOT			C.Y.	LBS.	
NORTHBOUND 80.171		4				4	.17	19	
NORTHBOUND 80.184	4					4	.15	16	
NORTHBOUND 80.313			4			4	.22	23	
NORTHBOUND 80.742		4				4	.17	19	
NORTHBOUND 82.114		4				4	.17	19	
NORTHBOUND 82.379		4				4	.17	19	
SOUTHBOUND 82.379		4				4	.17	19	
SOUTHBOUND 82.263					4	4	.53	42	
SOUTHBOUND 82.114		4				4	.17	19	
SOUTHBOUND 80.300		4				4	.17	19	
SOUTHBOUND 79.727				4		4	.34	31	
TOTAL PROJECT	4	28	4	4	4	44	2.43	245	

NOTE: ALL ITEMS CARRIED OVER AND INCLUDED IN THE GENERAL SUMMARY

(1) THE CONTRACTOR SHALL FIELD VERIFY TYPES AND DIMENSIONS PRIOR TO ORDERING.

(2) CONCRETE AND STEEL REINFORCEMENT ARE FOR PIPE COLLARS FOR JOINING NEW TO OLD PIPE.

SPECIAL NOTE FOR CHANNEL LINING AND PAVED DITCH REMOVAL

I-69 CALDWELL COUNTY ITEM NO. 2-2094.00 MP 79.350 TO MP 82.934

DESCRIPTION. A quantity of Class III Channel Lining has been established for the mitigation of ditch erosion, erosion at pipe inlets and outlets, and for the removal of paved ditches. Locations for the installation of Class III Channel Lining are suggested in the plans and listed herein, however final determination of locations of removal of paved ditches as well as erosion mitigation will be determined in the field during construction by the engineer.

PAVED DITCH REMOVAL. Existing paved ditches selected for removal will be broken into fragments of no larger than 2 feet in diameter. Broken paved ditch fragments are to be reshaped to fill any undercutting or cavities. Apply Class III Channel Lining at an approximate thickness of 1 foot, in order to supplement the protection provided by the broken concrete and to fill any voids.

DITCH EROSION. Reshape selected eroded ditches as directed by the engineer. Excavate and dispose of ditch soil and debris off right of way, to the depth required to accept the installed channel lining. Place Class B Concrete at an average thickness of 6" over Class III Channel Lining where indicated as grouted, working concrete into the voids in the aggregate.

MATERIALS. Use Class III Channel Lining meeting requirements of Section 805 of the KYTC Standard Specifications for Road and Bridge Construction. Use Class B Concrete meeting requirements of Section 601 of the KYTC Standard Specifications where required.

MEASUREMENT AND PAYMENT. Class III Channel Lining will be measured and paid for in accordance with KYTC Standard Specifications for Road and Bridge Construction for the weighed quantity acceptably placed. The contract unit price per ton of Class III Channel Lining will be full compensation for any ditch excavation or grading, ditch repair grading, and disposal of excess material. A quantity of Remove Paved Ditch has been established for the paved ditch removal or rubblization and shaping of existing paved ditches. No direct payment for the grading of ditches or the rubblization of existing paved ditches will be made. Class B Concrete used for grouting channel lining will be paid by the quantity indicated on the delivery ticket for quantities accepted in the field.

SPECIAL NOTE FOR CHANNEL LINING AND PAVED DITCH REMOVAL

FROM	ТО	TONS	DIRECTION	REMARKS
MILEPOST	MILEPOST	CL III		
79.709	79.732	40	NB	PAVED DITCH REMOVAL
79.794	79.794	11	NB ON RAMP	PIPE CULVERT OUTLET, NB ON RAMP
80.172	80.180	14	NB	PAVED DITCH REMOVAL
80.432	80.442	18	NB	PAVED DITCH REMOVAL
80.598	80.598	150	NB	RCBC OUTLET, GROUTED
80.653	80.661	57	NB	ROADSIDE DITCH REPAIR
81.050	81.061	20	NB	PAVED DITCH REMOVAL
81.816	81.829	25	NB	PAVED DITCH REMOVAL
				PAVED DITCH REM, ADDITIONAL CL
81.829	81.953	664	NB	REQUIRED
82.053	82.070	31	NB	PAVED DITCH REMOVAL
82.252	82.264	21	NB	PAVED DITCH REMOVAL
82.328	82.382	94	NB	PAVED DITCH REMOVAL
82.493	82.533	68	NB	PAVED DITCH REMOVAL
82.543	82.640	171	NB	PAVED DITCH REMOVAL
82.735	82.895	20	SB	PAVED DITCH REMOVAL
82.500	82.483	31	SB	PAVED DITCH REMOVAL
82.277	82.260	32	SB	PAVED DITCH REMOVAL
82.260	82.228	60	SB	PAVED DITCH REMOVAL
82.023	82.020	6	SB	PAVED DITCH REMOVAL
82.020	82.003	35	SB	PAVED DITCH REMOVAL
81.921	81.921	151	SB	RCBC OUTLET, GROUTED
81.902	81.902	16	SB	PIPE CULVERT OUTLET
81.917	81.854	111	SB	PAVED DITCH REMOVAL
81.264	81.257	25	SB	PAVED DITCH REMOVAL
81.048	81.023	54	SB	PAVED DITCH REMOVAL
80.614	80.614	150	SB	RCBC OUTLET, GROUTED
80.449	80.441	27	SB	PAVED DITCH REMOVAL
80.300	80.293	27	SB	PAVED DITCH REMOVAL
79.983	79.942	72	SB	PAVED DITCH REMOVAL
79.838	79.838	18	SB	PAVED DITCH REMOVAL
79.759	79.727	88	SB	PAVED DITCH REMOVAL
		2,304	TONS TOTAL	2,650 SY Pave Ditch Removal

2,304 TONS TOTAL 2,650 SY Pave Ditch Removal THE ENGINEER MAY INCLUDE ADDITIONAL LOCATIONS AND ADDITIONAL OUANTITY HAS BEEN INCLUDED IN THE GENERAL SUMMARY.

79.468
79.503
79.522
81.854
81.792
81.803
82.034
82.283
82.459
82.602

435 55,000 55,00

79. 798
80. 179
80. 439
80. 642
81. 024
81. 235
81. 286
81. 470
81. 566
81. 860
81. 862. 811

MILPOST

LENGTH

MILPOST

LENGTH

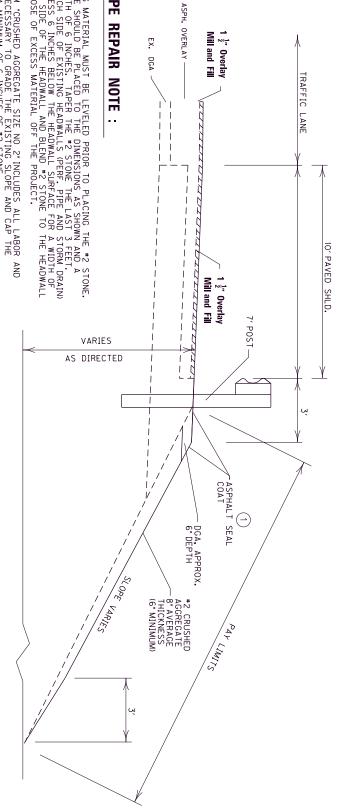
SOUTHBOUND

NORTHBOUND

LOCATIONS:

SLOPE REPAIR DETAIL





SLOPE REPAIR NOTE:

Ë.

THE EXISTING MATERIAL MUST BE LEVELED PRIOR TO PLACING THE #2 STONE. THE #2 STONE SHOWL BE PLACED TO THE DIMENSIONS AS SHOWN AND A MINIMUM DEPTH OF 6 INCHES. TAPER THE #2 STONE THE LAST 3 FEET. EXCAVATE EACH SIDE OF EXISTING HEADWALLS (PERF. PIPE AND STORM DRAIN) TO A THICKNESS 6 INCHES BELOW THE HEADWALL SURFACE FOR A WIDTH OF 5 FEET EACH SIDE OF THE HEADWALL AND BLEND #2 STONE TO THE HEADWALL WINGS. DISPOSE OF EXCESS MATERIAL OFF THE PROJECT.

THE BID ITEM "CRUSHED AGGREGATE SIZE NO 2" INCLUDES ALL LABOR AND EQUIPMENT NECESSARY TO GRADE THE EXISTING SLOPE AND CAP THE SLOPE WITH A MINIMUM OF 6 INCHES OF "2 STONE."

EXTEND THE REPAIRS ONLY THROUGH THE WASH AREA. AREAS WITH ESTABLISHED VEGETATION. DO NOT DISTURB

REMOVE GUARDRAIL WHERE NECESSARY TO PERFORM SHOULDER REPAIRS. PIN ENDS DOWN TO ELIMINATE EXPOSURE TO BLUNT ENDS AND PLACE TRAFFIC DRUMS ON SHOULDER AT 20'S PACING UNTIL GUARDRAIL IS RE-ESTABLISHED. QUANTITIES HAVE BEEN ESTABLISHED FOR PAYMENT OF GUARDRAIL REMOVAL AND RE-INSTALLATION OF NEW GUARDRAIL. THE CONTRACTOR SHALL WORK AROUND EXISTING END TREATMENTS, EXERCISING CAUTION TO AVOID DAMAGE.

BD IEM

0001	21802EN	2381	0078
DGA BASE	GUARDRAIL-STEEL W BEAM-S FACE (7' POST	REMOVE GUARDRAIL	CRUSHED AGGREGATE NO. 2

1,440 TONS 4,475 LF 4,475 LF 260 TONS

ASPHALT SEAL COAT QUANTITIES ESTABLISHED IN THE PAVING SUMMARY

 \in ASPHALT SEAL REQUIRED FROM OUTSIDE EDGE OF PAVED SHOULDER TO A POINT 2 FOOT DOWN THE DITCH OR FILL SLOPE OR BOTTOM OF DGA TWO APPLICATIONS OF THE FOLLOWING : ASPHALT SEAL COAT..... 2.4 lbs. / S.Y. BOTTOM OF DGA LAYER.

ASPHALT SEAL AGGREGATE

20 lbs. / S.Y.

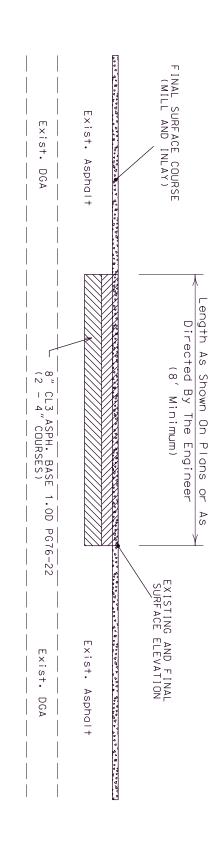
SLOPE REPAIR DETAIL T69

(CARRIED ON GENERAL SUMMARY)

NOT TO SCALE

PAVEMENT REPAIR

CALDWELL 2-2094.00 SHEET NO.



PAVEMENT REPAIR PROFILE DETAIL

() "PAVEMENT REPAIR" locations are to be determined as directed by the Engineer. The Engineer shall make the final determination as to the width, depth, and length and the exact location of each pavement repair.

Once work has begun, the contractor will work continously until the repair is completed. Do not place final surfacing over pavement repair locations until after traffic has been applied to the patches for a minimum of 14 days.

After all existing material has been removed to the dimensions shown for the top lift, the Engineer will determine if removal to the of the bottom lift is necessary. Each course of Asphalt Refill shall be compacted to the proper density for the material being placed as required in the Standard Specifications.

Bid items for this work are as follows: Asphalt Milling and Texturing CL 3 Asphalt Base 1.0D PG76-22

KY 293 EXIT S.B. OFF RAMP	EXIT 91 S.B. ON RAMP	S.B. MAINLINE RT. LANE	KY 91 EXIT N.B. OFF RAMP	KY 91 EXIT N.B. OFF RAMP	KY 91 EXIT N.B. OFF RAMP	LOCATION
80.979	79. 795	79.711	79.673	79.663	79.623	MP. FROM
81.029	79.814	79.717	79.687	79.666	79.632	MP. TO
265′	100′	30′	70′	20′	45′	LENGTH
16′	VARIES	12′	16′	16′	16′	WIDTH

CALDWELL COUNTY

NHPP IM 0691(008)

NOT TO SCALE

PAVEMENT REPAIR
DETAILS

SUBSURFACE DRAINAGE OUTLET SPECIAL NOTE FOR PAVEMENT

A QUANTITY OF CRUSHED AGGREGATE SIZE NO. 2 AS DEFINED IN THE CURRENT DEPTH OF 4 INCHES AS DETAILED BELOW. SHALL BE USED AT ALL PERFORATED PIPE HEADWALL OUTLETS AS ILLUSTRATED IN THE DETAIL AT RIGHT. CRUSHED AGGRECATE SIZE NO. 2 SHALL BE PLACED A MINIMUM "KENTUCKY STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"

DIRECT PAYMENT WILL BE ALLOWED FOR DISPOSAL OF WASTED MATERIAL. DENSE GRADED AGGREGATE (DGA) REMOVED DURING PLACEMENT OF THE CRUSHED AGGREGATE SIZE NO. 2 SHALL BE WASTED AS DIRECTED BY THE ENGINEER. NO DGA IS EXPOSED. OTHER MATERIALS REMOVED DURING PLACEMENT OF THE CRUSHED AGGREGATE SIZE NO. 2 SHALL BE USED TO DRESS THE EXISTING SHOULDERS WHERE

EROSION CONTROL AT PAVEMENT EDGE DRAIN OUTLETS. PLACE CRUSHED AGGREGATE SIZE NO. 2 FOR CONTROL OF VEGETATION AND/OR COMPENSATION FOR ALL MATERIALS, LABOR, AND OTHER INCIDENTALS NECESSARY TO THE CONTRACT UNIT PRICE FOR "CRUSHED AGGREGATE SIZE NO. 2" SHALL BE FULL

PIPE HEADWALL OUTLET. ESTIMATE ONE TON OF CRUSHED AGGREGATE SIZE NO. 2 FOR EACH PERFORATED SEE CURRENT STANDARD DRAWING RDP-010 FOR DIMENSIONS AND OTHER DETAILS

NOTES:

3

AN INITIAL CAMERA INSPECTION OF THE EXISTING LONGITUDINAL EDGE DRAIN SYSTEM WILL BE PERFORMED TO DETERMINE THE CONDITION OF THE EXISTING SYSTEM. THE CONTRACTOR WILL CONSULT WITH THE ENGINEER AFTER THE INITIAL INSPECTION TO DETERMINE THE EXTENT OF LOCATIONS THAT REQUIRE REPLACEMENT.

EXISTING LONGITUDINAL EDGE DRAINS ALONG THE EDGE OF EXISTING PAVEMENT SHALL BE REMOVED WHERE DAMAGED, OBSTRUCTED, OR DEEMED NON-FUNCTIONAL BY THE INITIAL CAMERA INSPECTION AND NEW EDGE DRAINS CONSTRUCTED. REMOVAL AND DISPOSAL OF THE EXISTING UNDERDRAIN SYSTEM SHALL BE REPLACEMENT (SEE DETAIL). INCINDENTAL TO THE OTHER ITEMS OF WORK. ASPHALT QUANTITIES HAVE BEEN ADDED FOR THE CAP

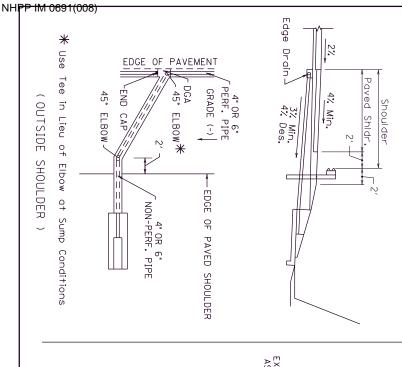
PIPE ON THE OUTSIDE EDGE OF EXIST. PVMT. SHALL NOT EXCEED 500 FEET EXCEPT GRADES 1% OR LESS, ALL LONGITUDINAL PIPE DRAINAGE SYSTEMS FOR THE PAVEMENT SHALL BE OUTLETTED TO A HEADWALL OR MEDIAN BOX INLET. OUTLET SHALL BE IN FILL SECTION WHENEVER POSSIBLE. OUTLET SPACING FOR THE 4" LOCATIONS WHERE POSSIBLE. REUSE EXISTING PERFORATED PIPE HEADWALLS WHERE POSSIBLE. THEN THE SPACING SHALL NOT EXCEED 250 FEET. ALL SAGS SHALL HAVE AN OUTLET. USE EXISTING OUTFALL

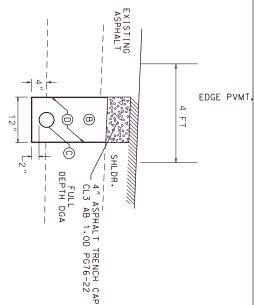
2 REMOVAL OF EXISTING EDGE DRAIN ON THE INSIDE AND OUTSIDE SHOULDER SHALL BE INCLUDED IN THE UNIT PRICE BID FOR NEW PERFORATED PIPE. WASTE THE EXISTING UNDERDRAIN PIPE, EXISTING PERFORATED PIPE HEADWALLS NOT BEING USED SHALL BECOME THE PROPERTY OF THE CONTRACTOR. FABRIC GEOTEXTILE TYPE IV AND CRUSHED AGGREGATE SIZE NO. 57 ARE INCIDENTAL TO PERFORATED PIPE-4*

LOCATIONS:

TO BE DETERMINED.

ESTIMATION THAT APPROXIMATELY 10% OF THE EXISTING SYSTEM WILL REQUIRE REPLACEMENT. FINAL PAYMENT CONTINGENCY QUANTITIES HAVE BEEN ESTABLISHED AND ARE SHOWN ON THE GENERAL SUMMARY BASED ON AN OF THESE ITEMS WILL BE BASED ON THE ACTUAL QUANTITIES PLACED.





CRUSHED AGGREGATE SIZE No. 57 (NO SAND)

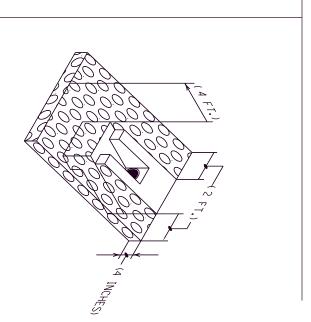
 \odot

- PERFORATED PIPE 4" OR 6" (NO SOCK)
 NON-PERFORATED PIPE 4" OR 6" (OUTLET)
- 0 TYPE IV GEOTEXTILE FABRIC

DRAIN REPLACEMENT PERFORATED PIPE

CALDWELL COUNTY

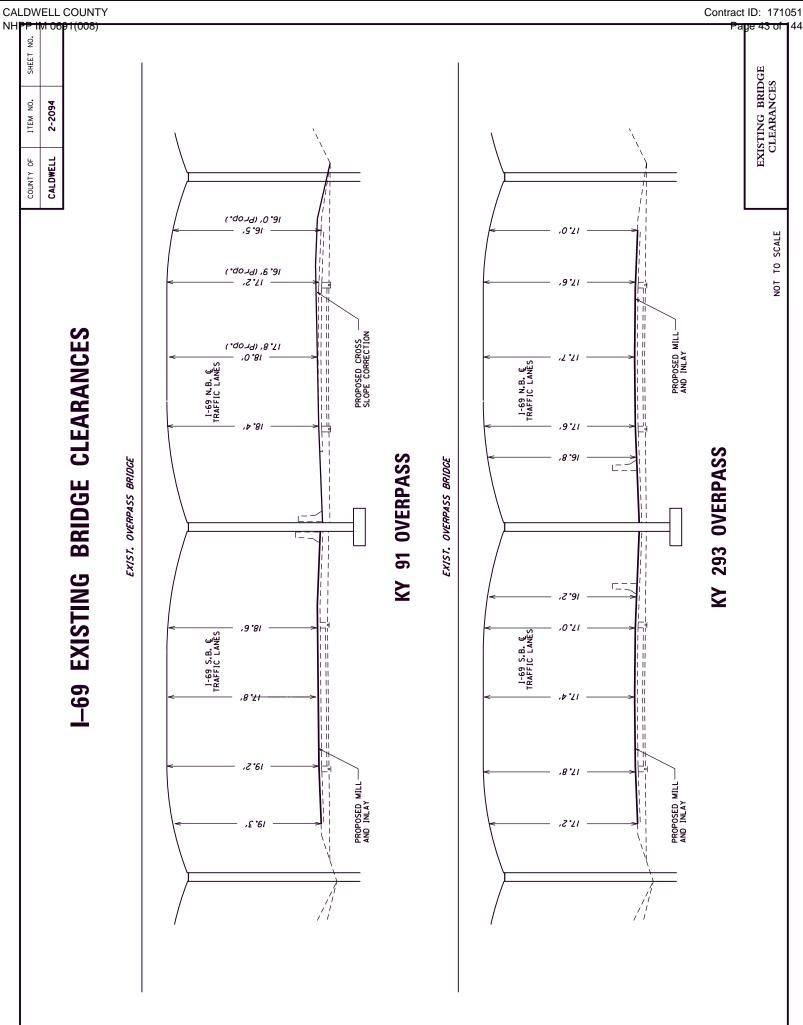
(OUTSIDE SHOULDER)



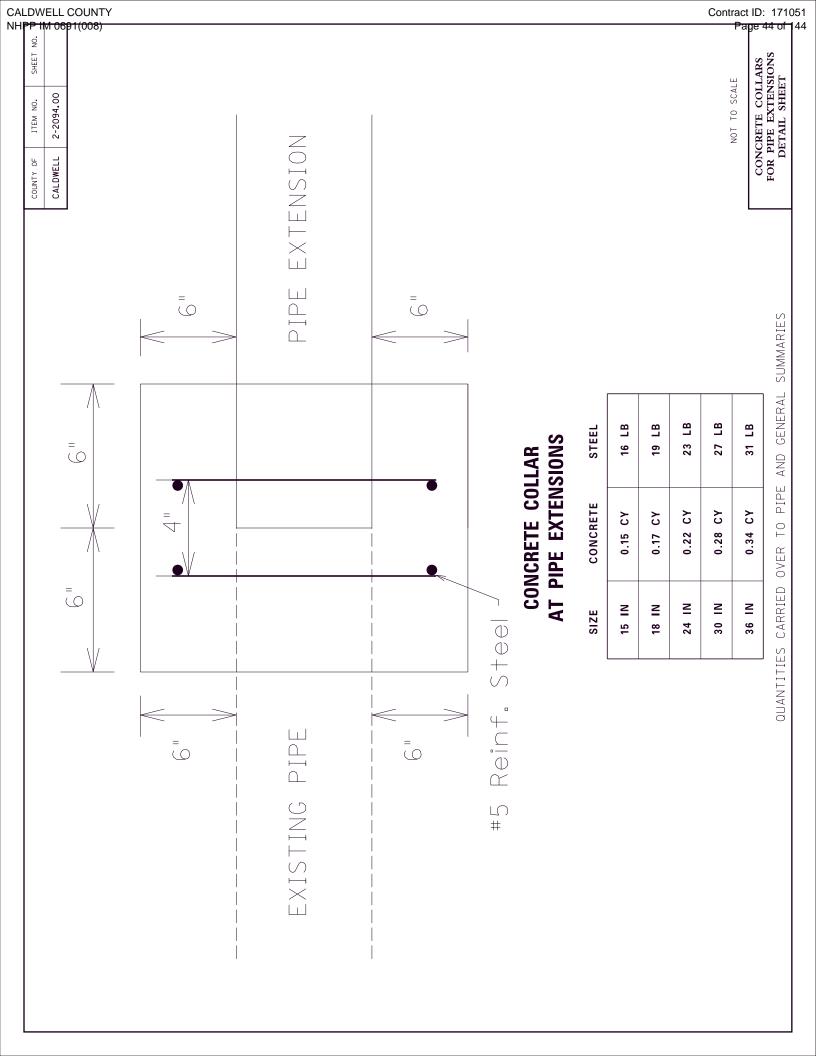
PAVEMENT SUBSURFACE DRAINAGE OUTLET

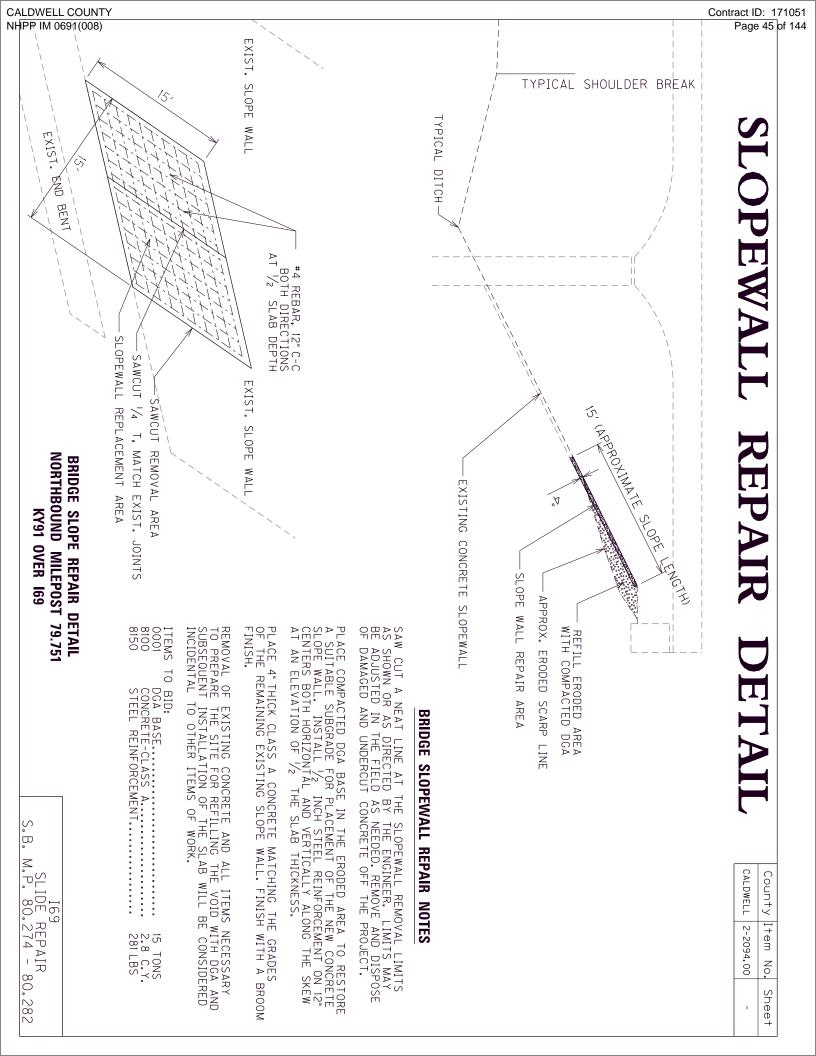
EDGE DRAIN DETAIL I-69 PROPOSED

NOT TO SCALE



Bridge Clearance.dgn 9/7/2017 11:28:50 AM__





SLIDE REPAIR DETAIL

CALDWELL	County	
2-2094.00	I+em	
4.00	No.	
1	Sheet	

SLIDE REPAIR NOTES

REMOVE SOIL IN THE SLIDE AREA ROUGHLY TO THE DIMENSIONS SHOWN OR AS OTHERWISE DIRECTED BY THE ENGINEER. PLACE GEOTEXTILE FABRIC AT THE INTERFACE OF SOIL AND CRUSHED AGGREGATE. PLACE CRUSHED AGGREGATE TO THE TYPICAL CUT SLOPE ELEVATION.

ALL CLEARING AND GRUBBING AND EXCAVATION NECESSARY TO REMOVE SOIL TO THE DIMENSIONS SHOWN OR AS DIRECTED, WILL BE CONSIDERED INCIDENTAL TO THE PAY ITEM CRUSHED AGGREGATE NO. 2. DISPOSE OF ALL WASTE OFF THE PROJECT, OR AS DIRECTED.

ITEMS 0006 2599 TO BID:
CRUSHED AGGREGATE SIZE NO 2......
FABRIC-GEOTEXTILE TYPE IV......

TYPICAL CUT SLOPE

450 350 S.Y.

GEOTEXTILE FABRIC TYPE 4/ APPROX SCARP LINE GEOTEXTILE FABRIC TYPE 4 CRUSHED AGGREGATE GEOTEXTILE FABRIC TYPE TYPICAL DITCH TYPICAL SHOULDER BREAK

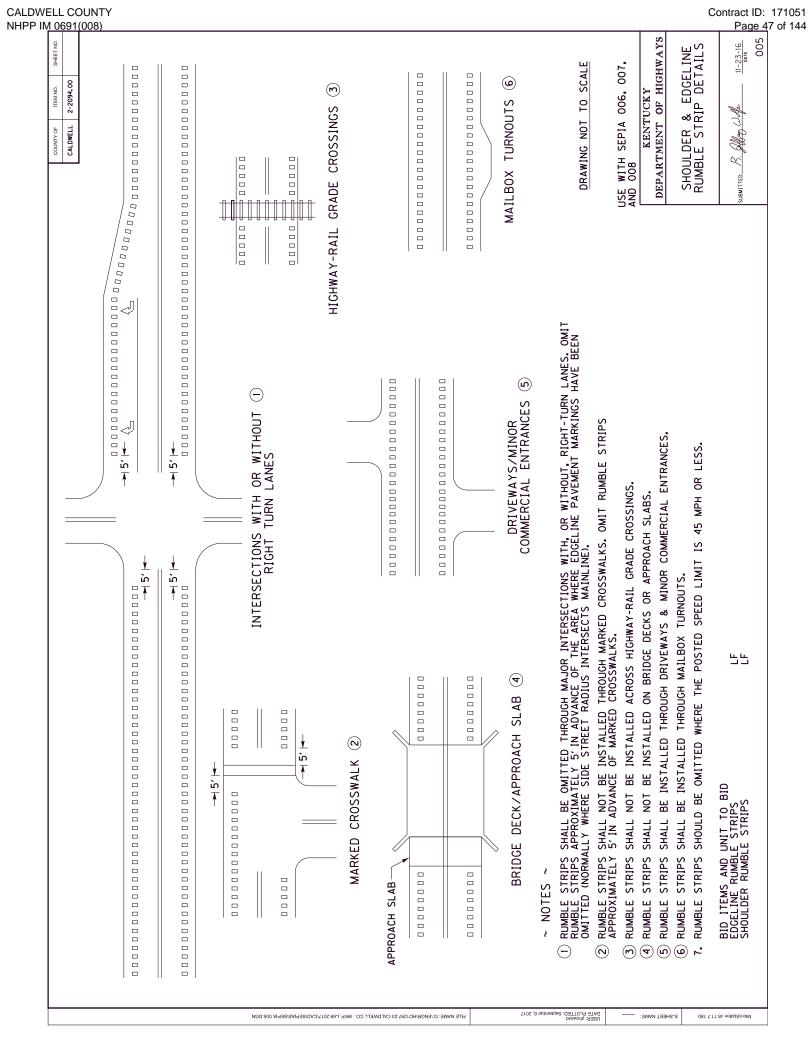
CENTER S.B. LANES

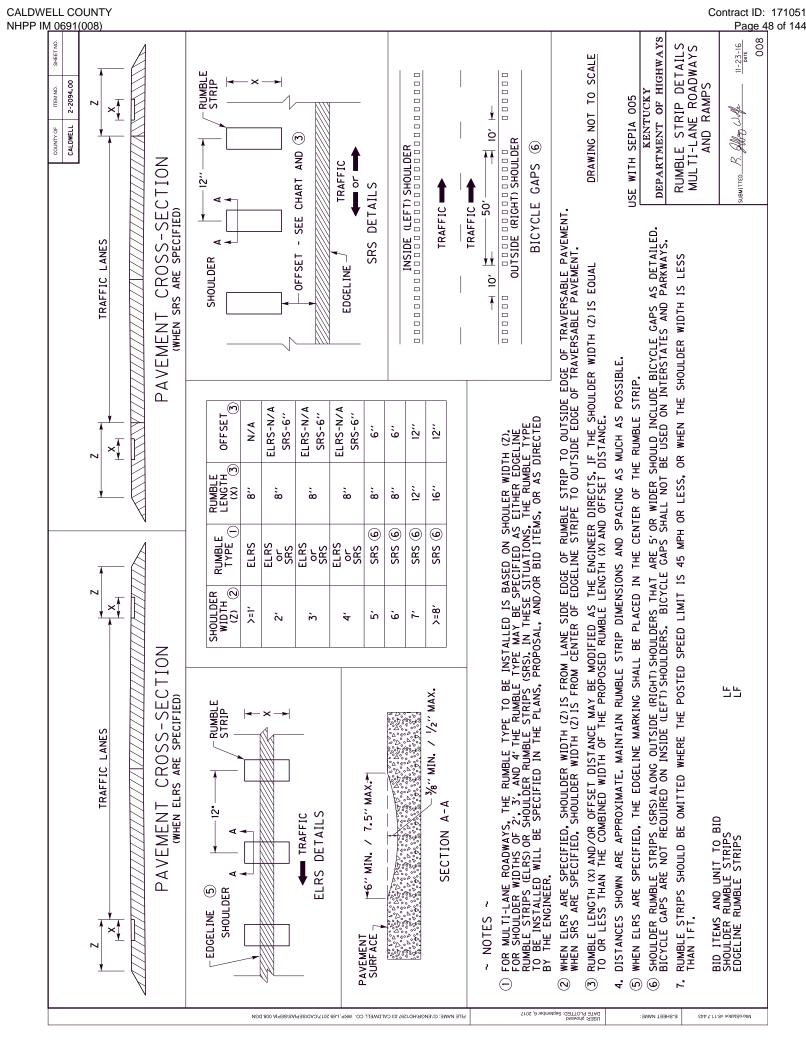
SOUTHBOUND MILEPOST 80.274 TO MILEPOST 80.282 SLIDE REPAIR DETAIL

CALDWELL COUNTY

NHPP IM 0691(008)

. m I69 SLIDE REPAIR M.P. 80.274 - 8 282





TRAFFIC CONTROL PLAN CADLWELL COUNTY I-69 NHPP IM FD52 017 0069 079-083 Item No. 2-2094.00

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY

TRAFFIC CONTROL GENERAL

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2012 Standard Specifications and the Standard Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings. Do NOT use cones for lane closures or shoulder closures.

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

Reduce the speed limit in work areas to 55 miles per hour (35 miles per hour for ramps) and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for signs erected. Any relocation or covering of the signs will be incidental to "Maintain and Control Traffic", lump sum.

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

No lane closures will be allowed on the project during the following days unless otherwise approved by the Engineer:

 $\begin{array}{lll} \text{Thanksgiving Weekend} & \text{Nov } 23^{\text{rd}} - \text{Nov } 26^{\text{th}}, 2017 \\ \text{Christmas} & \text{Dec } 22^{\text{nd}} - \text{Dec } 25^{\text{th}}, 2017 \\ \text{New Year's Day} & \text{Dec } 29^{\text{th}}, 2017 - \text{Jan } 1, 2018 \\ \text{Easter Weekend} & \text{Mar } 30^{\text{th}} - \text{Apr } 1^{\text{st}}, 2018 \\ \text{Memorial Day Weekend} & \text{May } 25^{\text{th}} - \text{May } 28^{\text{th}}, 2018 \\ \end{array}$

PAVEMENT REPAIR LOCATIONS

Approximate pavement repair and base failure locations are listed elsewhere in the proposal. The Engineer will determine the exact location at the time of construction. Once removal of pavement at a particular repair location has begun, the contractor shall work continuously to complete the work required to bring the pavement back to grade. Type III Barricades shall be placed immediately in front of pavement removal areas. Type III Barricades will not be measured for payment and will be considered incidental to "Maintain and Control Traffic", Lump Sum.

Access to all ramps at all interchanges on the project shall be maintained at all times unless otherwise directed by the Engineer. All diversions to access ramps in areas of lane closures shall be approved by the Engineer prior to implementing each particular lane closure.

The contractor must notify the Engineer at least seven (7) days prior to the beginning of each construction phase in either direction.

SHOULDER PREPARATION AND RESTORATION

The clear lane width will be 12 feet; however, make provisions for the passage of wide loads up to 16'. Use a lane closure all times when work is performed in the lane or adjacent shoulder. Shoulders used as temporary roadways will be inspected by the Engineer and if deemed necessary by the Engineer, repaired with asphalt mixture for leveling & wedging as directed prior to opening to traffic. Perform any maintenance of the shoulder as deemed necessary by the Engineer in order to maintain traffic. Remove failed materials and perform additional patching as directed by the Engineer prior to using the shoulder as a travel lane. Patch and remove any foreign debris on the shoulders as directed by the Engineer. Remove existing striping by water blasting. In accordance with section 112.04.01, the department will not measure the removal of pavement striping and the removal of pavement markings and will consider this item incidental to "Maintain and Control Traffic".

Project Phasing:

PHASE I

In this phase, complete Pavement Repairs located in the mainline outside lanes and on the ramps. Place leveling for slope correction in the northbound outside lanes and shoulder from MP 79.561 to MP 79.790.

Phase IA – Shift mainline traffic to the inside lanes maintaining a 12' lane width except in active milling and paving areas. Lanes may be reduced to a minimum of 10' for short durations in the local vicinity of milling and paving repair operations. Restore lanes to 12' wide as soon as asphalt base placement is complete. Shift ramp traffic to the left side of ramp and partially onto the inside ramp shoulder maintaining a minimum 10' wide lane. Perform pavement repairs, on the right side of the ramps where required. Restore ramp lanes to full ramp width as soon as practical after the asphalt base layer has been placed.

Phase IB – Shift ramp traffic to the right side of ramps and partially onto the outside shoulder maintaining a minimum 10' wide lane. Perform pavement repairs, on the left side of the ramps where required. Restore ramp lanes to full ramp width as soon as practical after the asphalt base layer has been placed.

Remove lane closures and restore traffic to two lanes on the mainline and full 16' width on the ramps for any period of time more than 2 days that no work will be performed requiring a lane closure except for the area of uneven pavement resulting from the slope correction leveling.

PHASE II

Close outside lanes to traffic. Complete edge drain inspection and repairs, shoulder repairs, ditch repairs and paved ditch removal, guardrail repairs, and any other items of work required on the right side. Perform the 1.5 inch milling and place the 1.5 inch inlay on the outside lanes and shoulder.

Close outside half of ramp lanes. Complete edge drain inspection and repairs, shoulder repairs, ditch repairs and paved ditch removal, guardrail repairs, and any other items of work required on the right side of ramps. Perform the 1.5 inch milling and place the 1.5 inch inlay on the outside half of lane and shoulder. Complete DGA wedge, asphalt seal coat, milled rumble strips and pavement striping on the outside side of ramps and mainline..

Maintain 12' lane widths at all times except in local areas where the milling and paving operations are active. Maintain 10' lane widths for short durations in the vicinity of the paving operations and restore 12' lanes as soon as practical after milling and/or paving operations are complete in a local area.

PHASE III

Shift traffic to the outside lanes, closing the inside mainline lane and left side of ramps to traffic.

Complete the leveling required for the slope correction area in the northbound inside lanes and shoulder from MP 79.561 to MP 79.790.

Complete edge drain inspection and repairs, ditch repairs, guardrail repairs, and any other items of work required on the median side. Perform the 1.5 inch milling and place the 1.5 inch inlay on the inside lanes and shoulder and crossover.

Complete DGA wedge, asphalt seal coat, milled rumble strips and pavement striping on the median side and inside side of ramps.

Maintain 12' lane widths at all times except in local areas where the milling and paving operations are active. Maintain 10' lane widths for short durations in the vicinity of the paving operations and restore 12' lanes as soon as practical after milling and/or paving operations are complete in a local area.

PHASE IV

Using alternating lane closures complete any remaining work including installation of pavement markings, inlaid pavement markers, final cleanup, etc.

NOTE on Base Failure Repair and Pavement Repair: Once the pavement in these areas has been removed, the contractor must work continuously until the pavement has been replaced. The Engineer may restrict the number of locations being repaired at the same time.

NOTE – WIDE LOADS: Make provisions for wide loads up to 16 feet wide to pass when necessary. No wide load detour will be established.

LANE CLOSURES

Contrary to Section 112.04.17, Lane closures, whether long term or short term, will not be measured for payment and will be incidental to the bid item "Maintain and Control Traffic"

Lane closures must be installed on both inside lanes while work is being performed in the median.

SIGNS

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

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

A quantity of signs has been included for "Roadwork Ahead" signs on entrance ramps, extra double fine signs, keep left/keep right and speed limit signs between interchanges. These are to be paid for only once regardless of how many times they are moved or relocated.

FLASHING ARROWS

Flashing arrows will be paid for once, regardless of how many times they are moved or relocated. The Department **WILL NOT** take possession of the flashing arrows upon completion of the work.

PORTABLE CHANGEABLE MESSAGE SIGNS

Provide portable changeable message signs (PCMS) in advance of and within the project at locations to be determined by the Engineer. If work is in progress concurrently in both directions, or if more than one lane closure is in place in the same direction of travel, provide additional PCMS. Place PCMS one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens relocate or provide additional PCMS so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are moved or relocated. The Department WILL NOT take possession of the signs upon completion of the work.

TRUCK MOUNTED ATTENUATORS

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

PAVEMENT MARKINGS

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

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

- 1. Temporary and permanent striping will be 6" in width
- 2. Edge lines will be required for temporary striping during the lane closures.
- 3. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic
- 4. Place permanent striping on bridge decks and pavement within the project limits.
- 5. Permanent striping will be Durable Waterborne Markings
- 6. Exit gore striping and splitter island striping, including chevrons, will be 12" in width.

Should the Contractor change the existing striping pattern, the Contractor is to restripe the roadway back to its original configuration if no work is anticipated for a period of time (i.e. Winter shutdown).

PAVEMENT EDGE DROP-OFFS

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

Pavement edges that traffic is not expected to cross, except accidentally, shall be treated as follows:

Less than 2" – Protect with a lane closure.

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

spaced at 2,500 feet during the time the lane closure is in place.

Greater than 4" – Pavement Repair areas – In areas where pavement is to be removed, work should proceed continuously so that traffic is exposed to a drop-off for the minimum amount of time necessary to bring the pavement back up to existing grade. Barrel spacing should be 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations.

TRAFFIC COORDINATOR

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must meet the requirements of section 112.03.12 of the Standard Specifications. The Traffic Coordinator will inspect the project maintenance of traffic once every two hours during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

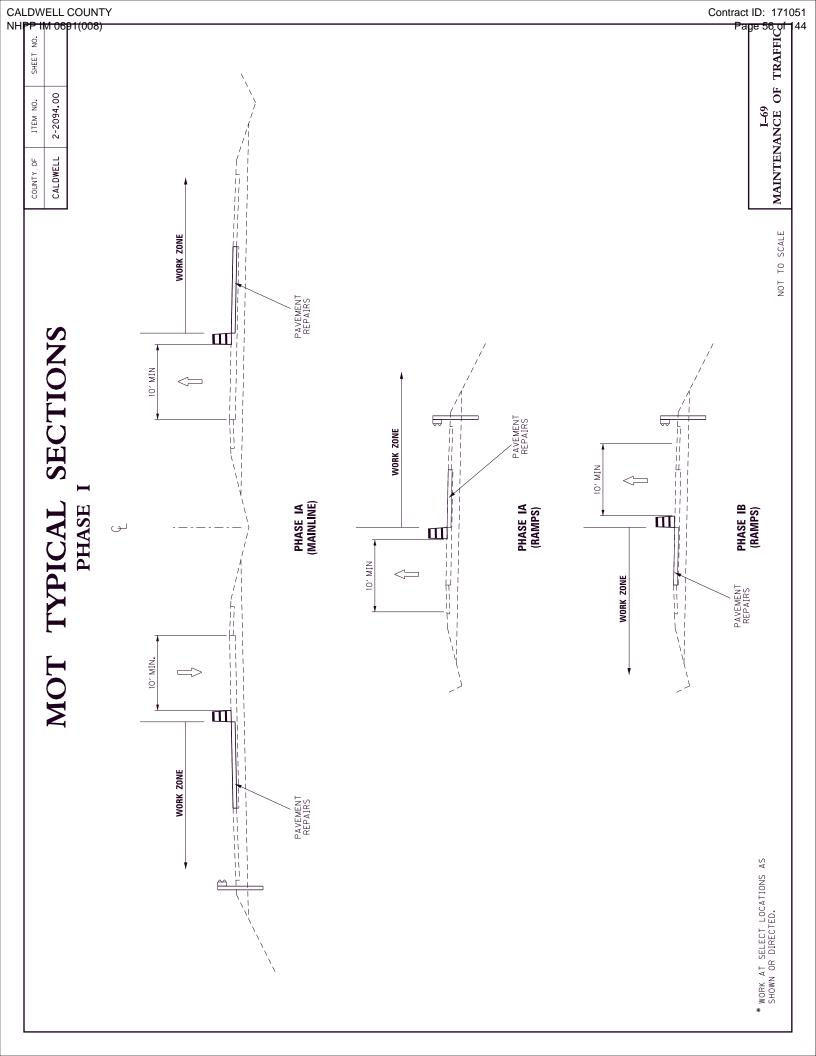
During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate portable changeable message boards as queue lengths change. The personnel will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

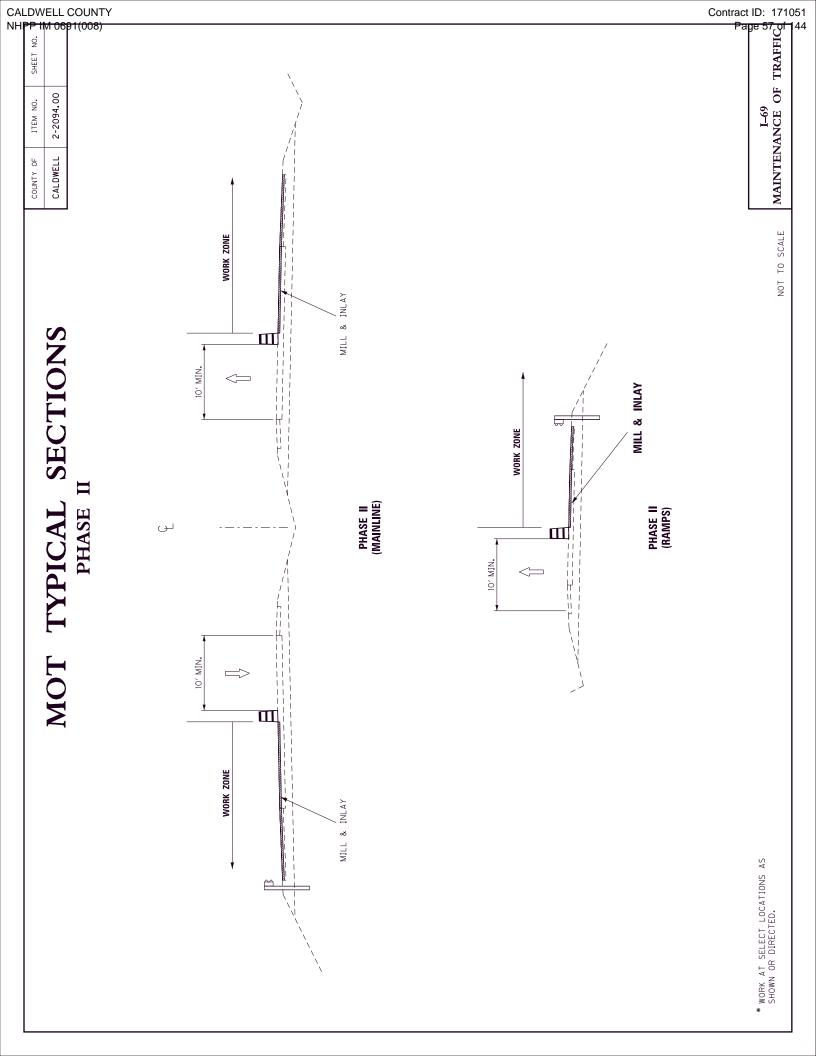
COORDINATION OF WORK

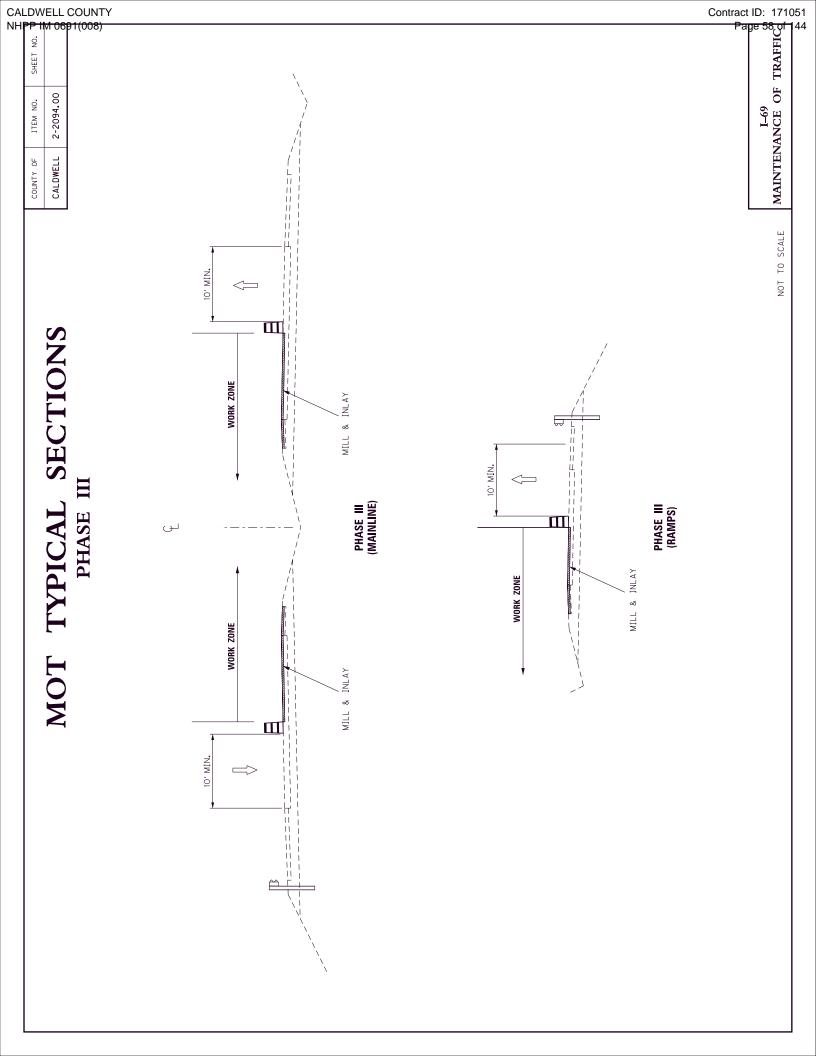
The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with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

CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' VEHICLES

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







I-69 CALDWELL COUNTY NHPP IM FD52 017 0069 079-083 Item No. 2-2094.00

MP 79.350 TO MP 82.934 NORTHBOUND and SOUTHBOUND

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY

I. DESCRIPTION

Perform all work in accordance with the Department's 2012 Standard Specifications, Supplemental Specifications, Applicable Special Provisions, Special Notes, and Applicable Standard and Sepia Drawings, except as hereafter specified. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for the following work:

(1) Maintain and Control Traffic; (2) Drainage structure work; (3) Pavement repairs, (4) Remove and replace Guardrail and Guardrail End treatments; (5) Asphalt Pavement Milling and Texturing; (5) Pavement markers and markings; and (6) All other work specified as part of this contract.

II. MATERIALS

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

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. **Dense Graded Aggregate.** Crushed Stone Base may not be furnished in lieu of DGA.
- C. **Pavement Markings -6 inch.** Use Durable Waterborne Markings for permanent striping (12 inch at entrance and exit ramp tapers).
- D. Crushed Aggregate Size No. 2's, 3's or 23's. Crushed Aggregate Size No. 2, No. 3 and No. 23 will be limestone.

- E. Channel Lining Class II & III. Channel lining will be limestone and is to be placed at pipe outlets and in ditch repair locations as directed by the Engineer. Also, a quantity of Class B Concrete has been included to partially or fully grout the channel lining in some areas where Class III is placed as the Engineer directs.
- F. **Erosion Control Blanket.** Erosion control blanket is to be placed in all ditching areas when ditching is complete, on slope stabilization areas, or as directed by the Engineer. Use Seed Mixture No. 1

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. **Site Preparation.** Be responsible for all site preparation. Do not disturb existing signs. This item will include, but is not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. Site preparation will be only as approved or directed by the Engineer. Other than the bid items listed, no direct payment will be made for site preparation, but will be incidental to the other items of work.
- C. Disposal of Waste. Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. The contractor will be responsible for obtaining any necessary permits for this work. Temporary openings in the right of way fence for direct access to waste sites off the right of way or for access to other public roads will not be allowed. No separate payment will be made for the disposal of waste and debris from the project or obtaining the necessary permits, but will be incidental to the other items of the work.
- D. **Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, completely remove all debris from the job site. Perform Class A Final Dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. I (incidental to "Erosion Control Blanket"). These items are incidental to other items in the contract.
- E. **Guardrail.** Remove, replace and extend guardrail and guardrail End Treatments listed in the Guardrail Summary or as directed by the Engineer. Quantities are approximate only. Actual locations will be determined by the Engineer at the time of construction. Grade and reshape shoulders to proper template for new End Treatment. Utilize DGA for embankment when required for new end treatments. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area. Use 7' posts for all guardrail installed on the project.

- F. **Pavement Striping and Inlaid Pavement Markers.** Permanent striping will be in accordance with Section 112, except that:
 - (1). Striping will be 6" in width, except 12" in gore area, splitter islands and chevrons.
 - (2). Permanent striping will be in place before a lane is opened to traffic; and
 - (3). Permanent striping will be Durable Waterborne Markings.
 - (4). Pavement Markers shall be installed per Standard Drawings TPM-105-02 (Arrangement C), TPM-125-02, TPM-130-02 and TPM-135-02.
- G. **On-Site Inspection.** In accordance with section 102.06, each Contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.
- H. Caution: Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information above.
- I. **Utility Clearance.** It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. **Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment, but will be incidental to the other items of work.
- C. Crushed Aggregate Size No. 2. Payment will be based on the tons used around perforated pipe outlet headwalls, slope repair areas, slide repair area, and other areas as directed by the Engineer.
- D. **Pavement Markers and Permanent Striping.** Permanent striping Durable Waterborne Markings (6" and 12") is measured per linear foot. See Traffic Control Plan. Inlaid Pavement Markers are measured as each per installation. No direct payment will be made for the removal of the existing pavement markers prior to the milling operation and shall be considered incidental to milling and texturing.

- E. **Temporary Striping.** Permanent striping will be applied prior to shifting traffic when possible. Only temporary striping necessary to shift traffic on temporary surfaces will be measured for payment, including for payment repair areas and leveling for cross slope correction. No measurement for payment will be made for temporary striping for the Contractor's convenience.
- F. **Erosion Control.** Erosion control items will be measured and paid in accordance with the Standard Specifications for Road and Bridge Construction.
- G. **Erosion Control Blanket.** Erosion Control Blanket is measured by square yard and is to be used in ditching areas and slope stabilization areas as directed by the Engineer.
- H. **Pavement Repair.** Pavement repair areas shall be bid "Milling and Texturing" per ton and all asphalt mixtures paid per ton and consists of all labor, equipment and materials necessary to complete the repairs as shown in the detail provided in the proposal.
- I. Remove Existing Paved Ditch. Existing paved ditches encountered within limits of Ditch Correction locations shall be broken and replaced/capped with Class III Channel Lining and Concrete Class B where indicated. Quantities for Channel Lining Class III, Remove Paved Ditch, and Concrete Class B have been included in the general summary. Existing paved ditches designated for removal shall be broken (rubblized) and left in place. Existing concrete is to be broken with no fragments over a 2 feet diameter, and are to be reshaped to fill any undercutting or cavities. Apply Class III Channel Lining at an approximate thickness of 1 foot, in order to supplement the protection provided by the broken concrete and to fill any voids and cavities.

V. BASIS OF PAYMENT

No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs damaged by the Contractor will be replaced by the Contractor at his expense.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. **Site Preparation.** Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.
- C. **Dense Grade Aggregate.** See Section 302 of the Standard Specifications.
- D. Pavement Markers and Permanent Striping. See Traffic Control Plan.
- E. **Temporary Striping.** Only temporary striping required for the placement of traffic on temporary surfaces will be measured for payment.
- F. Lane Closures. Contrary to Section 112, lane closures will not be measured for payment but will be incidental to the bid item "Maintain and Control Traffic".

Arrow boards, portable message boards, and signs shall be paid for one time regardless of how many times they are moved.

- G. **Ditching and Shouldering.** In accordance with Section 209 of the Standard Specifications, the bid item "Ditching and Shouldering" includes ditching on both sides of the roadway, the median and the ramps. Cleaning all drainage structures, including perforated pipe headwalls and pipe structures 36 inches in diameter or less is also included in this bid item.
- H. **Remove Existing Paved Ditch.** The removal of the existing paved ditch shall be paid for as "square yards" and shall include the breaking and reshaping of the existing concrete in preparation for installation of the Class III Channel Lining.
- I. **Milling and Texturing.** Milling and texturing will be paid for per section 408.05 of the 2012 Standard Specifications. No direct payment will be made for stockpiling, reloading and placing the milled material in areas specified in the proposal unless specifically mentioned.
- J. **Waterblasting Striping Removal.** Contrary to Section 713.03.04 of the Standard Specifications, the abrasive method for removing striping shall not be permitted on this project. In accordance with Section 713.03.04, the removal of markings will not be considered for payment. In accordance with section 112.04.14 the removal of pavement striping and markings is incidental to the bid item "Maintain and Control Traffic."

PAVEMENT REHABILITATION I-69 CALDWELL County NHPP IM FD52 017 0069 079-083 Item No. 2-2094.00

MP 79.350 TO MP 82.934 NORTHBOUND and SOUTHBOUND

- The dimensions shown on the typical section for pavement and shoulder widths and thickness are nominal or typical dimensions. The actual dimensions to be constructed may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless otherwise specified in the Proposal.
- 2. The contractor is to be advised of the locations of overhead utility wires on the project. The following locations are approximate:

MP. 79.73 N.B. On Ramp

M.P. 79.79

MP. 79.84 S.B. Off Ramp

M.P. 80.55

M.P. 81.12 N. B. Off Ramp

M.P. 81.16

M.P. 81.23 S.B. On Ramp

M.P. 82.48

CAUTION: Other overhead utility locations may exist. These and all other utilities should be avoided on this project. If any utility is impacted, it will be the contractor's responsibility to contact the affected utility and cover any costs associated with the impact.

- The contractor is advised that the planned locations of work established by milepoints are referenced from the Kentucky Transportation Cabinet's Official Route Log. The existing reference markers may not correspond to the established work locations.
- 4. Modifications to the mainline pavement cross-slope are planned from Milepost 79.561 to Milepost 79.790 Northbound, see cross section sheets. Place Leveling and Wedging to an elevation 1.5 inches below the final surface grade. Use a Class 3 1.0 Base 1.0D PG76-22 for all Leveling and Wedging over 2 inches in thickness. Use PG76-22 oil in all Leveling and Wedging mixes. Ensure all elevations are within tolerances established in Appendix A of the Standard Specifications. The

- contractor will be required to provide as built elevations to the Resident Engineer in order to prove the intended elevation tolerances are met.
- 5. Only damaged guardrail segments and substandard installations are scheduled for replacement on this project, see guardrail summary for locations. A quantity of Remove Guardrail and installation of new Guardrail has been established for areas requiring removal for shoulder erosion repair work and cross slope correction work. The contractor will place traffic drums on 20' spacing in the areas and pin down exposed blunt ends until such time that guardrail is re-established. Either a lane closure or shoulder closure shall be in place at any time that a section of guardrail is not in place.
- 6. The Contractor shall deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd in Frankfort, KY. Contact Section Supervisor at (502) 564-8187 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 3:30PM, Monday through Friday. There is a Guardrail Delivery Verification Sheet which must be completed and signed by the Contractor, Engineer and a representative of the Central Sign Shop and Recycle Center. A copy of this sheet is included elsewhere in the proposal.
- 7. Milepost 82.825, cover the existing Type III End Treatment end with approximately 6" of soil blending in to the slope a minimum of 10 feet each side and above the exposed end treatment. Clean soil waste material from the ditching operation or other operations may be used for this operation. This item of work will be considered incidental to other items of work. Payment will be made for erosion control blanket used to seed the disturbed area.
- 8. Delineators shall meet the requirements of Section 830 and 838 of the Standard Specifications, and be placed in accordance with Section 3D of the M.U.T.C.D., current edition.
- 9. This project requires the use of a Material Transfer Vehicle. In accordance with Section A of 403.03.05.
- 10. The speed limit on the project will be reduced to 55 mph while lane closures are in place. Any time work is suspended the speed limit will revert back to 70 mph. Also, double fine signs are set up in the project to be installed while workers are present in the work zone.
- 11. Areas throughout the project have slopes that are eroding significantly. These areas shall be repaired in accordance with the "Slope Repair Detail" as shown elsewhere in the proposal. The repair locations listed may be lengthened, shortened, or eliminated by the Engineer. Locations and quantities this item of work is shown on the Details. Additional quantities have been included to be used at the direction of the Engineer and are carried over and included in the General Summary.

- 12. The existing edge drain system will be inspected for obstructions. Only damaged or non-functioning portions of the edge drain system identified by the initial inspection will be replaced. The bid item "Inspect and Certify Edge Drain" shall include inspection and certification of the new edge drain and outlet installation as well as an initial inspection of the existing edge drain system in order to determine repair locations. Payment for both inspections and final certification will be "Inspect and Certify Edge Drain" lump sum.
- 13. There are quantities of perforated pipe headwalls, perforated and non-perforated pipe, remove and reset perforated pipe headwalls, and #2 crushed aggregate established in order to remove and replace some of the existing edge drain system. The bid item "Remove and Reset Perforated Pipe Headwalls" will be full compensation in order to remove the existing headwall, cleaning the headwall of debris, install a new rodent screen, and reinstall the headwall to slope 4% to insure positive outflow. The existing pipe and headwalls to be removed and replaced instead of removed and reset shall become the property of the contractor and disposed of off the project. Outlet pipes and headwalls are to be located where existing perforated pipe headwalls occur in the field if practical. Some headwalls were not discovered during the initial survey. The contractor shall space outfall pipes and headwalls per notes on the edge drain detail. Removal and disposal of existing perforated pipe outlets is incidental to other items of work. There are quantities of Crushed Aggregate Size No. 2 to be utilized in accordance with standard drawing RDP-010-08 around the headwall for both new headwalls and re-installed headwalls.
- 14. The existing edge drain system is to be preserved except in areas where it is designated or during the inspection determined to be removed and replaced. Any part of the edge drain system damaged during other construction activities will be replaced at the contractor's expense. The Contractor will clean existing perforated pipe headwalls and replace rodent screens as part of the bid items "Ditching and Shouldering".
- 15. Perforated pipe headwall types are to be field verified prior to ordering. Class 3 Asphalt Base 1.0D PG64-22 shall be used in the trench cap to bring the top of trench elevation back to the original grade prior to milling and resurfacing (See Typical Section). Separate quantities for the asphalt cap have been included in the summaries.
- 16. The median U-turns will be paved throughout the project where the mainline surfacing is completed.
- 17. The contractor will be allowed to access the project and cross the median provided proper lane closures of the inside lanes and flaggers are utilized at the entry and exit locations.
- 18. Quantities of Channel Lining Class III have been included to be used in eroded areas around pipe inlet/outlets or in ditches to be repaired as directed and/or

- approved by the Engineer. The actual limits of the channel lining will be as directed and/or approved by the Engineer. Geotextile Fabric Type I, as outlined in Section 214 of the Standard Specifications, will not be measured for payment and will be considered incidental to channel lining.
- 19. The contractor is to take care not to damage any existing roadway signs. Any roadway signs that are damaged during construction are to be replaced at the contractor's expense in accordance with section 105.08 of the standard specifications.
- 20. The contractor is to take care not to damage any existing light poles and wiring. Any light poles or wiring that is damaged during construction is to be replaced at the contractor's expense in accordance with section 105.08 of the standard specifications.
- 21. The cleaning of existing pipe culvert inlets and outlets 36 inches or less in diameter are incidental to the bid item for "Ditching and Shouldering" in accordance with Section 209 of the 2012 Edition of the Standard Specifications for Road and Bridge Construction. This includes the cleaning of existing perforated pipe headwalls.
- 22. Any embankment and backfill for "Culvert Pipe 15 IN", "Culvert Pipe 18 IN", "Culvert Pipe 24 IN", "Culvert Pipe 30 IN", and "Culvert Pipe 36 IN" installation is incidental to the respective bid item.
- 23. Areas established as pavement repair locations will be replaced as directed by the Engineer. After the contractor has closed the roadway the Engineer will mark the areas to be repaired. Areas listed in the proposal are approximate. Additional quantities have been included due to the continual deterioration of the roadway and will be used at the direction of the Engineer. The Engineer may change the type of repair based upon this continued deterioration.
- 24. Apply "Joint Adhesive" in accordance with "Special Note for Joint Adhesive". Additionally, apply the adhesive immediately prior to paving the adjoining lane. Re-apply the "Joint Adhesive" when paving is not completed within 48 hours of the initial application. No additional payment will be considered for the re-application of the joint adhesive.
- 25. Any embankment and backfill for the culvert pipe installation is incidental to the respective bid item.
- 26. The proposed pipe is to be connected to the existing pipe with a concrete collar. Payment for the concrete collar will be to the neat lines specified in the Concrete Collar detail Concete Class A by the cubic yard and Steel Reinforcement by the LB.
- 27. There is a quantity of PVC pipe 4 inch set up in order to reinstall the perforated

- pipe outlets where they are cored in to drainage structures being replaced. PVC fittings are incidental to the linear per ft price.
- 28. Quantities of DGA Base, Asphalt Seal Coat and Seal Coat Aggregate have been established to be used as directed by the engineer where needed for shoulder wedging and where feasible. Due to the inconsistent nature of the slopes outside the paved shoulder and due to the existence of existing guardrail, application of chip seal will not be practical in all locations. The intent is to provide a DGA wedge to eliminate all dropoff situations and to re-establish the typical stone shoulder width where practical to do so. Asphalt Seal Coat quantities were estimated based on a typical application on 50% of the stone shoulder on the project.
- 29. A detail has been provided for the repair of the damaged slopewall under the KY91 bridge, on the northbound side. Remove the existing slopewall to the limits shown on the detail or as modified under the direction of the engineer. Saw cut the limits of the concrete removal to establish a neat joint. Remove enough of the existing slopewall to expose the area that has been eroded and undercut. Place and compact DGA in the eroded areas to establish a subgrade to construct the new slopewall concrete. Place #4 reinforcing steel at 12 inch centers both horizontally and vertically along the skew at the middle of the slab thickness. Place the new slopewall concrete a minimum of 4" thick, finishing with a broom finish. Sawcut a contraction joint to match existing joints in the remaining existing slopewall both horizontally and vertically. Concrete removal, and any other items of work and materials necessary to prepare the site for placement of the DGA and concrete will be considered incidental to other items of work. Only the items established for bid in the Slopewall Repair Detail will be considered for payment. The contractor is cautioned that this work is under the existing bridge superstructure, will be difficult to access with equipment, and may require extensive hand labor to accomplish.
- 30. A detail has been provided for the repair of an existing slide at southbound milepost 80.274 80.282. This slide is approximately 45 feet in length and 45 feet tall (slope distance). A portion of the failed material has been removed by maintenance forces. Remove the additional soil material to the limits shown on the Slide Repair Detail, or as directed by the engineer. Disposed of excavated soil off the project. All excavation and other work necessary to prepare the site for installation of the geotextile fabric and #2 stone backfill will be considered incidental to other items of work. Only the items established for bid in the Slide Repair Detail will be considered for payment.
- 31. Striping in exit gore areas and striping intended to outline exit ramp splitter islands will be 12" in width. Chevrons are to be placed in the gore areas and in the splitter islands and will be constructed of 12" striping, on an approximate 10' spacing, and will be measured for payment by the linear feet of each line placed to construct the hatching or chevron. See plan sheets for locations and approximate arrangement.

REFERENCES

- 1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2016.
- 2. FHWA Manual on Uniform Traffic Control Devices 2009 Edition.
- 3. Kentucky Department of Highways Standard Drawings, Edition 2012, as applicable:

RBC-004-07	GUARDRAIL CONNECTOR TO BRIDGE END TYPE D
RBI-001-11	TYPICAL GUARDRAIL INSTALLATIONS
RBI-002-07	TYPICAL GUARDRAIL INSTALLATIONS
RBI-003-09	TYPICAL INSTALLATION FOR GUARDRAIL END TREATMENT
	TYPE 2A
RBI-004-05	INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1
RBR-001-12	STEEL BEAM GUARDRAIL (W-BEAM)
RBR-005-11	GUARDRAIL COMPONENTS
RBR-010-06	GUARDRAIL TERMINAL SECTIONS
RBR-015-05	GUARDRAIL POSTS
RBR-016-05	GUARDRAIL POSTS
RBR-020-06	GUARDRAIL END TREATMENT TYPE 1
RBR-025-05	GUARDRAIL END TREATMENT TYPE 2A
RBR-055	DELINEATORS FOR GUARDRAIL
RDB-100-05	SLOPED BOX OUTLET TYPE 1
RDB-101-05	GRATES FOR SLOPED BOX OUTLET TYPE 1
RDB-105-06	SLOPED AND FLARED BOX INLET-OUTLET 18"-24"-30"-36" ALL
	SKEWS
RDB-106-05	GRATES FOR SLOPED AND FLARED BOX
	INLET-OUTLET
RDD-040-05	CHANNEL LINING CLASS II AND III
RDH-110-02	PIPE CULVERT HEADWALLS
RDG 210-03	DIMENSIONS AND QUANTITIES, 30" TO 108" HEADWALLS,
	CIRCULAR PIPE, 0 DEGREE SKEW
RDI- 001-010	CULVERT, ENTRANCE AND STORM SEWER PIPE TYPES AND
	COVER HEIGHTS
RDI-002-05	CULVERT, ENTRANCE AND STORM SEWER PIPE TYPES AND
	COVER HEIGHTS
RDI-003-05	CULVERT & STORM SEWER PIPE TYPES AND COVER TYPES
RDI-020-09	PIPE BEDDING FOR CULVERTS ENTRANCE AND STORM SEWER
	PIPE
RDI-021-01	PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM
	SEWER REINFORCED CONCRETE PIPE
RDI-025-05	PIPE BEDDING TRENCH CONDITION
RDI-026	PIPE BEDDING TRENCH CONDITION REINFORCED CONC. PIPE
RDI-035-02	COATING, LININGS AND PAVINGS FOR NON-STRUCTURAL
	

RDI-040-01	EROSION CONTROL BLANKET SLOPE INSTALLATION
RDI-041-01	EROSION CONTROL BLANKET CHANNEL INSTALLATION
RDP-001-06	PERFORATED PIPE TYPES AND COVER HEIGHTS
RDP-010-09	PERFORATED PIPE HEADWALLS
RDX-160-06	SECURITY DEVICES FOR FRAMES, GRATES AND LIDS
RDX-210-03	TEMPORARY SILT FENCE
RDX-220-05	SILT TRAP - TYPE A
RDX-225-01	SILT TRAP - TYPE B
RDX-230-01	SILT TRAP - TYPE C
RGS-002-06	SUPERELEVATION FOR MULTI-LANE PAVEMENT
TPM-105-03	PAVEMENT MARKER ARRANGEMENTS MULTI-LANE
TPM-110-03	PAVEMENT MARKER ARRANGEMENTS FOR MULTI-LANE
	ROADWAYS
TPM-125-03	PAVEMENT MARKER ARRANGEMENT EXIT-GORE AND OFF-
	RAMP
TPM-135-03	PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH
	PARALLEL ACCELERATION LANE
TPM-170	FLEXIBLE DELINEATOR POST ARRANGEMENTS FOR
	HORIZONTAL CURVES
TPM-171	FLEXIBLE DELINEATOR POST ARRANGEMENTS FOR
	INTERCHANGE RAMPS AND CROSSOVERS
TTC-115-03	LANE CLOSURE MULTI-LANE HIGHWAY CASE I
TTC-135-02	SHOULDER CLOSURE
TTD-120-02	WORK ZONE SPEED LIMIT AND DOUBLE FINE SIGNS
TTS-110-01	MOBILE OPERATION FOR PAINT STRIPING CASE III
TTS-115-02	MOBILE OPERATION FOR PAINT STRIPING CASE IV
TTS-120-02	MOBILE OPERATION FOR DURABLE STRIPING CASE 1

4. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2012, Appendix B - Supplemental Specifications, as applicable:

Special Note	Typical Section Dimensions attached
Special Note	Portable Changeable Message Signs attached
Special Note	Before You Dig attached
Special Note	Guardrail Delivery Verification Sheet attached
Special Note	Fixed Completion Date and Liquidated Damages attached
General Note	Asphalt Pavement Ride Quality attached
General Note	Compaction of Asphalt Mixtures attached
Special Note	Asphalt Milling and Texturing attached
Special Note	Longitudinal Pavement Joint Adhesive attached
Special Note	Special Note for Inlaid Pavement Markers attached
Special Note	Special Note for Significant Project – Project Traffic Coordinator attached
Special Note	Special Note for Intelligent Compaction of Asphalt Mixtures attached
Special Note	Special Note for Paver Mounted Temperature Profiles attached
Cross Sections	Cross Slope Correction Cross Sections attached

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS I-69 CALWELL COUNTY ITEM NO. 2-2094

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

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

I-69 CALDWELL COUNTY ITEM NO. 2-2094

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

- associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.
- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

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

Add other messages during the project when required by the Engineer.

2.3 Power.

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

^{*}Insert numerals as directed by the Engineer.

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

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

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

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

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

<u>Code</u> Pay Item02671 Portable Changeable Message Sign

Pay Unit Each

SPECIAL NOTE FOR BEFORE YOU DIG

I-69 CALDWELL/HOPKINS COUNTIES ITEM NO. 2-2094

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

CALDWELL COUNTY NHPP IM 0691(008)

GUARDRAIL DELIVERY VERIFICATION SHEET

Contract ID: 171051 Page 76 of 144

Contract Id:		Contractor:			
Section Engineer:		_ District & County: _			
DESCRIPTION	<u>UNIT</u>	OTY LEAVING PROJECT	OTY RECEIVED@BB YARD		
GUARDRAIL (Includes End treatments & crash cushions) STEEL POSTS	LF				
STEEL BLOCKS	EACH				
WOOD OFFSET BLOCKS	EACH				
BACK UP PLATES	EACH				
CRASH CUSHION	EACH				
NUTS, BOLTS, WASHERS	BAG/BCKT				
DAMAGED RAIL TO MAINT. FACILIT	Y LF				
DAMAGED POSTS TO MAINT. FACIL	LITY EACH				
*Required Signatures before	Leaving Proje	ct Site			
Printed Section Engineer's Re	epresentative_		_ & Date		
Signature Section Engineer's	Representativ	e	& Date		
Printed Contractor's Represe	ntative		& Date		
Signature Contractor's Repre	sentative		& Date		
*Required Signatures after A	<u>Arrival at Baile</u>	y Bridge Yard (All material	on truck must be counted & the		
quantity received column col					
Printed Bailey Bridge Yard Re	presentative_		_ & Date		
Signature Bailey Bridge Yard	Representative	2	_& Date		
Printed Contractor's Represe	ntative		& Date		
Signature Contractor's Repre	sentative		& Date		
•	ent will not be to the Section	made for guardrail removal Engineer by the Bailey Bridg	uantities shown in the Bailey Bridge until the guardrail verification sheets ge Yard Representative. By:		

Special Note for Fixed Completion Date and

Liquidated Damages

I-69

CALDWELL COUNTY ITEM NO. 2-2094

Contrary to Section 108.09, Liquidated Damages of \$5,000 per calendar day will be assessed for each day work remains incomplete beyond the Specified Project Completion Date. This project has a Fixed Project Completion Date of August 1, 2018.

Also contrary to Section 108, liquidate damages will be charged during the months of December through March.

General Note 444

Asphalt Pavement Ride Quality I-69 CALDWELL COUNTY ITEM NO. 2-2094

Pavement Rideability Requirements, In accordance with Section 410 of the Standard Specifications, Current Edition, shall apply on this project. Category A shall apply.

General Note 447

Compaction of Asphalt Mixtures I-69 CALDWELL COUNTY ITEM NO. 2-2094

Will accept the compaction of asphalt mixtures furnished for the driving lanes and ramps at one inch or greater on this project by Option A according to subsections 402 and 403 of the standard specifications, current edition. Use joint cores as described in subsection 402.03.02 for surface mixtures only. Will accept the compaction of all other asphalt mixtures by option B.

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING I-69, Caldwell County Item No. 2-2094

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

The Contractor will take possession of the millings.

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

SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

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

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

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

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

3. CONSTRUCTION.

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

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

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

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

CodePay ItemPay Unit20071ECJoint AdhesiveLinear Foot

May 7, 2014

SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

(1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

II. MATERIALS

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- **B.** Markers. Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

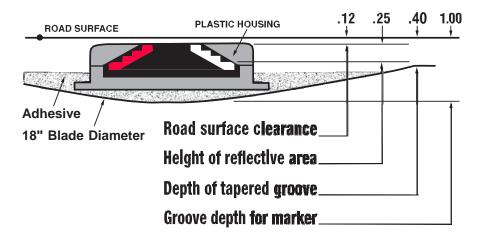
SPECIFICATIONS FOR HOUSING AND REFLECTOR				
Material:	Polycarbonate Plastic			
Weight	Housing 2.00 oz.			
Weight:	Reflector 2.00oz.			
Housing Size:	5.00" x 3.00" x 0.70" high			
Specific Intensity of Reflectivity at 0.2° Observation Angle				
White:	3.0 at 0°entrance angle			
winte.	1.2 at 20° entrance angle			
Yellow:	60% of white values			
Red:	25% of white values			

C. Adhesives. Use adhesives that conform to the manufacturer's recommendations.

III. CONSTRUCTION

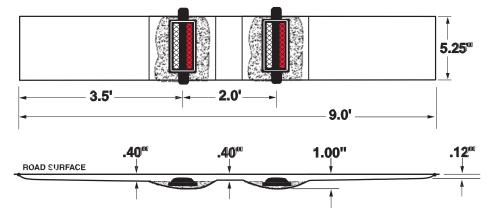
- **A. Experimental Evaluation.** The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.
 - **B. Maintain and Control Traffic.** See Traffic Control Plan.
- C. Installation. Install IPMs in recessed grooves cut into the final course of asphalt pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent tearing or raveling. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



D. Location and Spacing. Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current standard drawings or sepias (note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for). Do not install markers on bridge decks. Do not install a marker on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the

painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

- **E. Disposal of Waste.** Dispose of all removed asphalt pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.
- **F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.
- **G. On-Site Inspection.** Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.
- **H.** Caution. Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his own

conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

IV. MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** "INLAID PAYMENT MARKER" shall be measured as each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing asphalt cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

Note: Each pay item of Inlaid Pavement Marker will require two markers.

V. PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantity of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, each. Accept payment as full compensation for all labor, equipment, materials, and incidentals to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER". The bid item "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

Significant Project-Project Traffic Coordinator (PTC)

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

SPECIAL NOTE FOR INTELLIGENT COMPACTION OF ASPHALT MIXTURES

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

- 1.0 DESCRIPTION. Provide and use Intelligent Compaction (IC) Rollers for compaction of all asphalt mixtures.
- **2.0 MATERIALS AND EQUIPMENT.** In addition to the equipment specified in Subsection 403.02, a minimum of one (1) IC roller is to be used on the project at all times, two (2) IC rollers will be required when the paving train consists of three (3) or more rollers. The Contractor is to only the IC roller(s) for compaction as the breakdown and/or intermediate roller(s). All IC rollers will meet the following minimum characteristics:
 - Are self propelled double-drum vibratory rollers equipped with accelerometers mounted in or about the drum to
 measure the interactions between the rollers and compacted materials in order to evaluate the applied compactive
 effort. The IC rollers must have the approval of the Engineer prior to use. Examples of rollers equipped with IC
 technology can be found at www.IntelligentCompaction.com.
 - 2) Are equipped with non-contact temperature sensors for measuring pavement surface temperatures.
 - 3) The output from the roller is designated as the IC-MV which represents the stiffness of the materials based on the vibration of the roller drums and the resulting response from the underlying materials.
 - 4) Are equipped with integrated on-board documentation systems that are capable of displaying real-time color-coded maps of IC measurement values including the stiffness response values, location of the roller, number of roller passes, machine settings, together with the material temperature, speed and the frequency and amplitude of roller drums. Ensure the display unit is capable of transferring the data by means of a USB port.
 - 5) Are equipped with a mounted Global Positioning System GPS radio and receiver either a Real Time Kinematic (RTK-GPS) or Global Navigational Satellite System (GNSS) units that monitor the location and track the number of passes of the rollers. Accuracy of the positioning system is to be a minimum of 12 inches.
 - **3.0 WORK PLAN.** Submit to the Engineer an IC Work Plan at the Preconstruction Conference and at least 2 weeks prior to the beginning construction. Describe in the work plan the following:
 - 1. Compaction equipment to be used including:
 - Vendor(s)
 - Roller model(s),
 - Roller dimensions and weights,
 - Description of IC measurement system,
 - GPS capabilities,
 - Documentation system,
 - Temperature measurement system, and
 - Software.
 - 2. Roller data collection methods including sampling rates and intervals and data file types.
 - 3. Transfer of data to the Engineer including method, timing, and personnel responsible. Data transfer shall be provided by a real time cloud data collecting and distribution system (ex. Visionlink). The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the IC bid item.
 - 4. Training plan and schedule for roller operators, project foreman, project surveyors, and Cabinet personnel; including both classroom and field training. Training should be conducted at least 1 week before beginning IC

construction. The training is to be performed by a qualified representative(s) from the IC Roller manufacture(s) to be used on the project. This training shall include how to access and use the data from the cloud data source.

4.0 CONSTRUCTION. Do not begin work until the Engineer has approved the IC submittals and the IC equipment.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification. Provide the Engineer at least one day's notice prior to beginning construction or prior to resuming production if operations have been temporarily suspended. Ensure paving equipment complies with all requirements specified in Section 400. The IC roller temperatures will be evaluated by the Department with the data from a Paver Mounted Infrared Temperature Gauge.

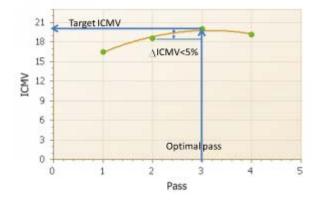
A. Pre-Construction Test Section(s) Requirements

- 1. Prior to the start of production, ensure the proper setup of the GPS, IC roller(s) and the rover(s) by conducting joint GPS correlation and verification testing between the Contractor, GPS representative and IC roller manufacturer using the same datum.
 - 1. Ensure GPS correlation and verification testing includes the following minimum processes:
 - a. Establish the GPS system to be used either one with a base station or one with mobile receivers only. Ensure all components in the system are set to the correct coordinate system; then,
 - b. Verify that the roller and rover are working properly and that there is a connection with the base station; then,
 - c. Record the coordinates of the two edges where the front drum of the roller is in contact with the ground from the on-board, color-coded display; then,
 - d. Mark the locations of the roller drum edges and move the roller, and place the mobile receiver at each mark and record the readings; then,
 - 2. Compare coordinates between the roller and rover receivers. If the coordinates are within 12.0 in. of each other, the comparison is acceptable. If the coordinates are not within 12.0 in., diagnose and perform necessary corrections and repeat the above steps until verification is acceptable.
 - 3. Do not begin work until acceptable GPS correlation and verification has been obtained.
 - 4. The Contractor and the Department should conduct random GPS verification testing during production to ensure data locations are accurate. The recommended rate is once per day with a requirement of at least once per week.
 - 5. All acceptance testing shall be as outlined in Standard Specifications section 400.
- B. Construction Test Section(s) Requirements

Construct test section(s) at location(s) agreed on by the Contractor and the Engineer within the project limits. The test section is required to determine a compaction curve of the asphalt mixtures in relationship to number of roller passes and to the stiffness of mixture while meeting the Department in-place compaction requirements. All rollers and the respective number of passes for each is to be determined via control strip each time a material change, equipment change or when the Engineer deems necessary.

Conduct test section(s) on every lift and every asphalt mixture. Ensure test section quantities of 500 to 1,000 tons of mainline mixtures. Operate IC rollers in the low to medium amplitude range and at the same settings (speed, frequency) throughout the section while minimizing overlapping of the roller, the settings are to be used throughout the project with no changes. After each roller pass, the qualified technician from the contractor observed by the Department will use a nondestructive nuclear gauge that has been calibrated to the mixture to estimate the density of the asphalt at 10 locations uniformly spaced throughout the test section within the width of a single roller pass. The density readings and the number

of roller passes needed to achieve the specified compaction will be recorded. The estimated target density will be the peak of the average of the nondestructive readings within the desired compaction temperature range for the mixture. The IC roller data in conjunction with the Veda software will create an IC compaction curve for the mixture. The target IC-MV is the point when the increase in the IC-MV of the material between passes is less than 5 percent on the compaction curve. The IC compaction curve is defined as the relationship between the IC-MV and the roller passes. A compaction curve example is as follows:



Subsequent to the determination of the target IC-MV, compact an adjoining > 250 < 500 tons section using same roller settings and the number of estimated roller passes and allow the Department to verify the compaction with the same calibrated nondestructive nuclear gauge following the final roller pass. The Department will obtain cores at 10 locations (No cores for calibration are to be taken in the surface layer, use non-destructive density results only!!) uniformly spaced throughout the test section within the width of the single roller. Obtain GPS measurement of the core locations with a GPS rover. Use the Veda software to perform least square linear regression between the core data and IC-MV in order to correlate the production IC-MV values to the Department specified in-place air voids. A sample linear regression curve example is as follows.



C. Construction Requirements

Use the IC roller on all lifts and types of asphalt within the limits of the project.

Ensure the optimal number of roller passes determined from the test sections has been applied to a minimum coverage of 80% of the individual IC Construction area. Ensure a minimum of 75% of the individual IC Construction area meets the target IC-MV values determined from the test sections.

Do not continue paving operations if IC Construction areas not meeting the IC criteria are produced until they have been investigated by the Department. Obtain the Engineer's approval to resume paving operations. Non-IC rollers are allowed to be used as the third roller on the project; one of the breakdown or the finish rollers is to be equipped with IC technology.

IC Construction areas are defined as subsections of the project being worked continuously by the Contractor. The magnitude of the IC Construction areas may vary with production but must be at least 750 tons per mixture for evaluation. Partial IC Construction areas of < 750 tons will be included in the previous area evaluation. IC Construction areas may extend over multiple days depending on the operations.

The IC Construction Operations Criteria does not affect the Department's acceptance processes for the materials or construction operations

5.0 MEASUREMENT. The Department will measure the total tons of asphalt mixtures compacted using the IC roller(s). Compaction is to be performed by a minimum of one (1) IC roller for a two (2) roller operation and a minimum of two (2) IC rollers when three (3) or more rollers are used for compaction. Material compacted by rollers not equipped with properly functioning IC equipment will not be accepted for payment of the bid item asphalt mixtures IC rolled. Use of non-IC rollers can be accepted on small areas due to equipment malfunctions at the written approval of the Engineer. Paving operations should be suspended for equipment malfunctions that will extend over three days of operation.

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

- 1. Payment is full compensation for all work associated with providing IC equipped rollers, transmission of electronic data files, two copies of IC roller manufacturer software, and training.
- 2. Delays due to GPS satellite reception of signals to operate the IC equipment or IC roller breakdowns will not be considered justification for contract modifications or contract extensions.

CodePay ItemPay Unit24781ECIntelligent Compaction for AsphaltTON

SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES

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

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

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

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

At the preconstruction meeting, provide the Department with rights to allow for web access to the data file location.

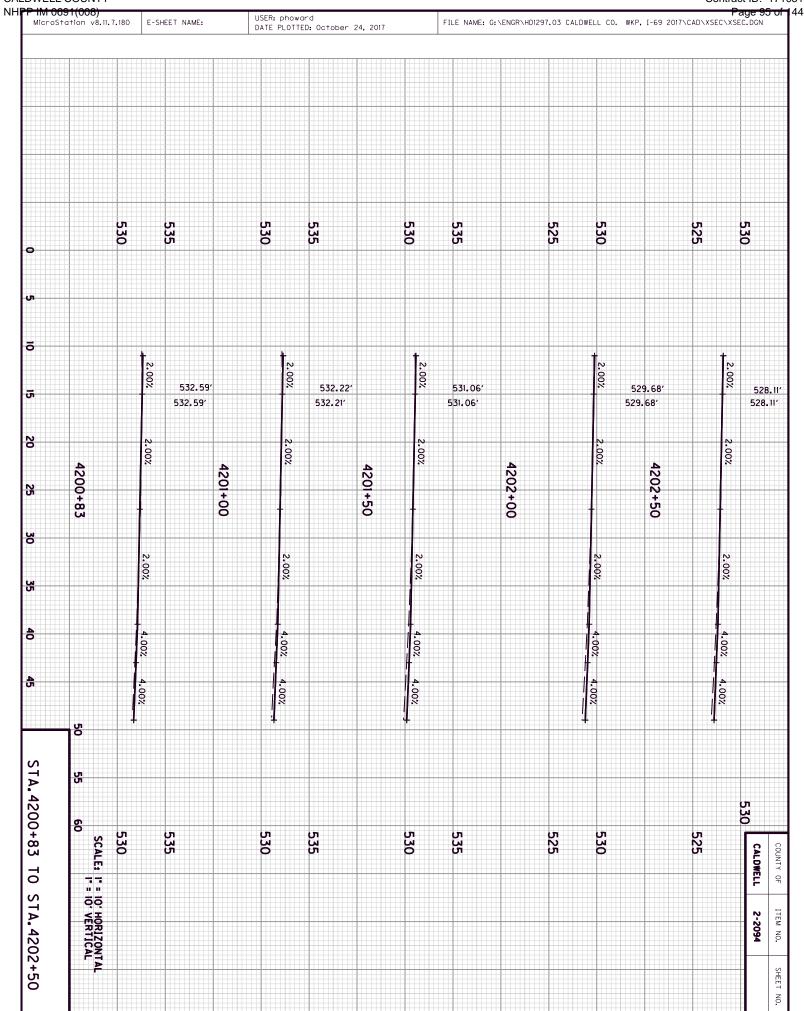
This web-based software must also provide the Department with the ability to download the raw files and software and to convert them into the correct format.

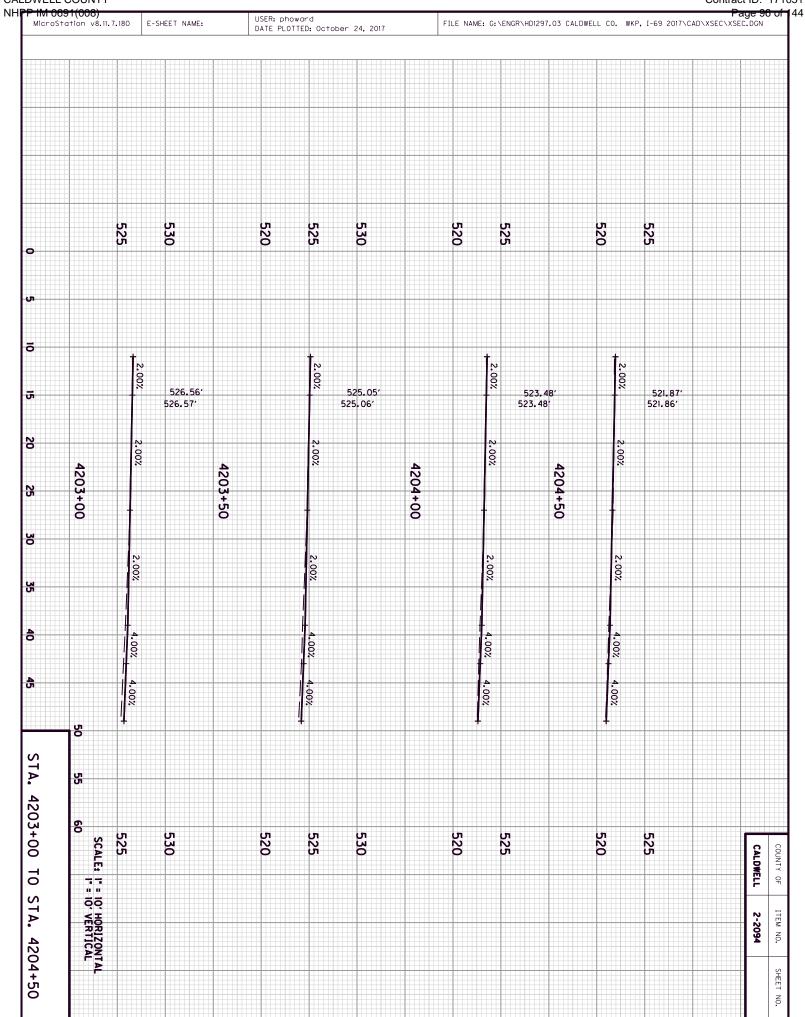
- (G) The thermal profile data files must provide the following data in a neat easy to read table format.
 - (1) Project information including Road Name and Number, PCN, Beginning and Ending MPs.
 - (2) IR Bar Manufacturer and Model number
 - (3) Number of Temperature Sensors (N)
 - (4) Spacing between sensors and height of sensors above the asphalt mat
 - (5) Total number of individual records taken each day (DATA BLOCK)
 - (a) Date and Time reading taken
 - (b) Latitude and Longitude
 - (c) Distance paver has moved from last test location
 - (d) Direction and speed of the paver
 - (e) Surface temperature of each of the sensors

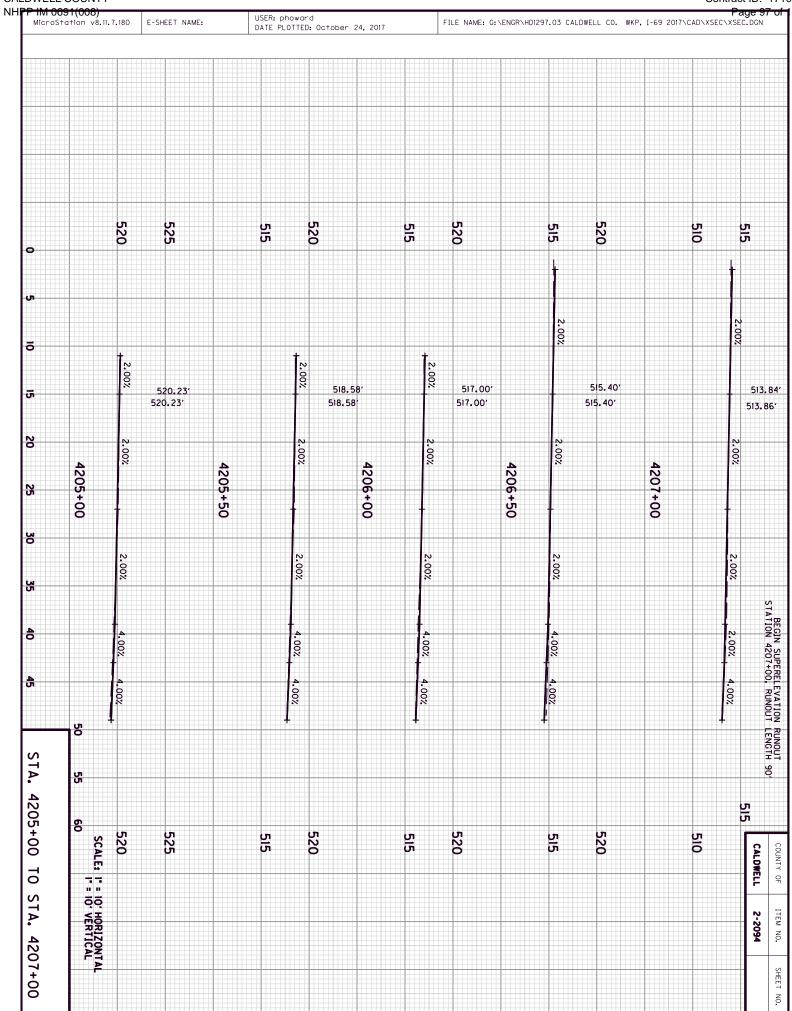
- 3.0 CONSTRUCTION. Provide the Engineer with all required documentation at the pre-construction conference.
 - (A) Install and operate equipment in accordance with the manufacturer's specifications.
 - (B) Verify that the temperature sensors are within \pm 2.0% using an independent temperature device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

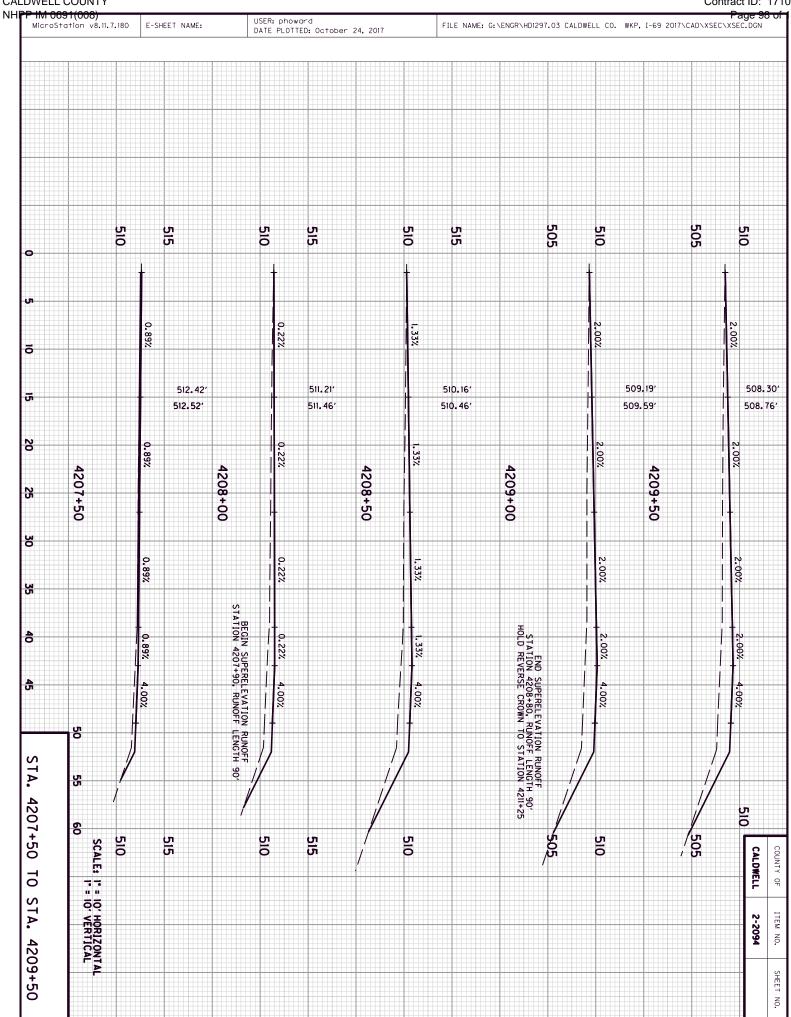
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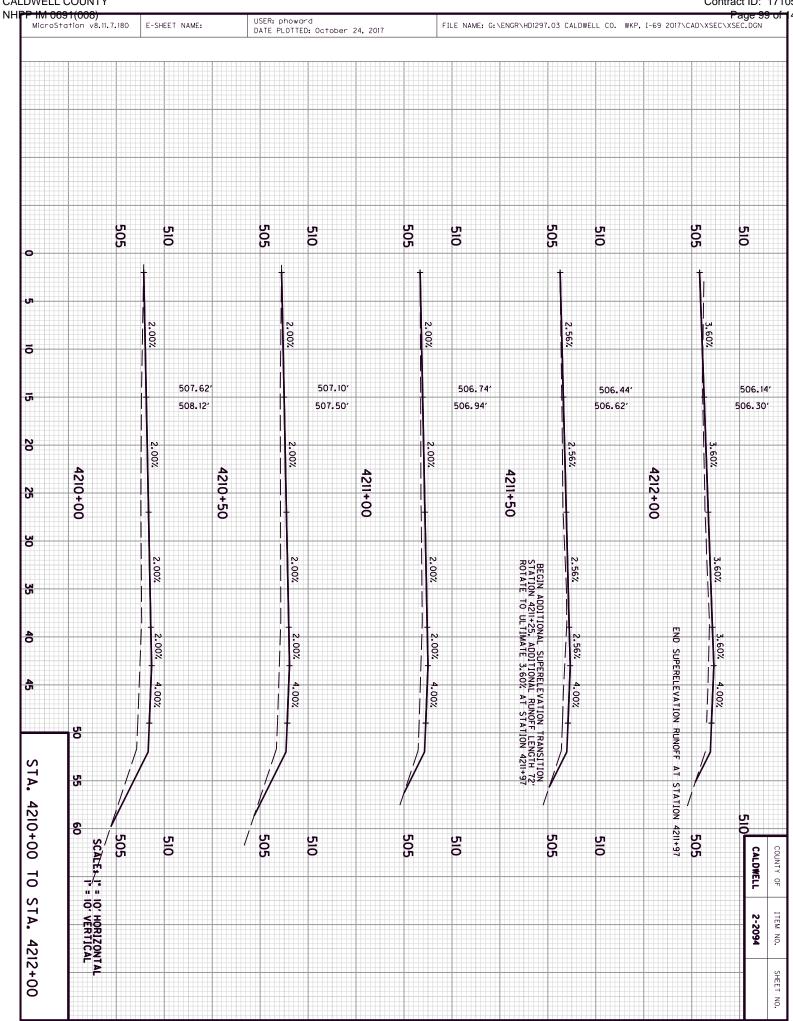
 24891EC
 PAVE MOUNT INFRARED TEMP EQUIPMENT
 SQFT

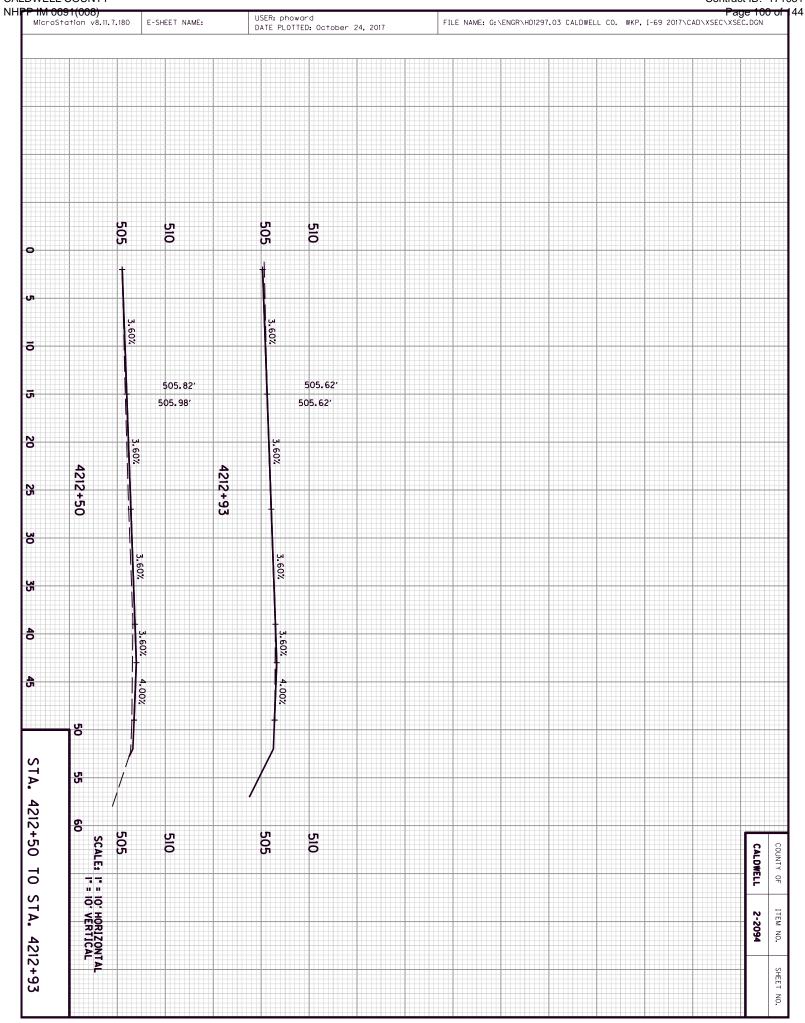














KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES

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

RIGHT OF WAY CERTIFICATION

(170)		Re-C	ertification	1	RIGHT	OF WAY CERTIFICA	TION	
116	M#			COUNTY		JECT # (STATE)	PROJECT # (FEDERAL)	
2-2094.00			Caldwell			0069 079-083	NHPP IM 0691(008)	
PROJECT DES	CRIPTIO	N			[441FF WI 0B31(008)			
Pavement rei	abilitati	on on	Interstate 69	/Western KV Dhy	al batuana MC	79.35 to MP 82.934		
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adequate repla	cement h	ousing	in accordance	with the provision	s of the current FH	met kyrc nas mage a IWA directivo	valiable to displaced persons	
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UTILITIES AND RAIL CERTIFICATION NOTE

Caldwell County
Pavement Rehabilitation on I-69 from MP 79.35 to MP 82.934
Item Number 2-2094

GENERAL PROJECT NOTE ON UTILITY PROTECTION

N/A

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

N/A

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

THE FOLLOWING COMPANIES ARE RELOCATING/ADJUSTING THEIR UTILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

N/A

THE FOLLOWING COMPANIES HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE COMPANY OR THE COMPANY'S SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

N/A

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

N/A

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)

UTILITIES AND RAIL CERTIFICATION NOTE

Caldwell County Pavement Rehabilitation on I-69 from MP 79.35 to MP 82.934 Item Number 2-2094

<u>SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES</u>

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.

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 Note is informational in nature and the information contained herein is not guaranteed.

UTILITIES AND RAIL CERTIFICATION NOTE

Caldwell County
Pavement Rehabilitation on I-69 from MP 79.35 to MP 82.934
Item Number 2-2094

AREA UTILITIES CONTACT LIST

Utility Company/Agency

Contact Name

Contact Information

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 2012 and Standard Drawings, Edition of 2016.

SUPPLEMENTAL SPECIFICATIONS

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

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

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

Contract ID: 171051 Page 111 of 144

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

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

3. Payrolls and basic records

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

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

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8.** Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
 - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * :

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.
- 3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

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

Revised: January 25, 2017

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: KY170102 10/13/2017 KY102

Superseded General Decision Number: KY20160102

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 (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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/06/2017	
1		03/10/2017	
2		05/19/2017	
3		07/14/2017	
4		07/28/2017	
5		08/04/2017	
6		08/11/2017	
7		09/08/2017	
8		09/15/2017	
9		09/29/2017	
10		10/13/2017	

* BRIN0004-002 06/01/2017

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

Rates Fringes

BRICKLAYER Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon,		
Marshall, and McCracken Counties\$ Butler, Edmonson, Hopkins, Muhlenberg, and Ohio	30.50	15.16
Counties\$ Daviess, Hancock, Henderson, McLean, Union,	26.80	12.38
and Webster Counties\$		15.16
* BRTN0004-005 06/01/2017		
ALLEN, CALLOWAY, CHRISTIAN, LOGAN, WARREN COUNTIES	SIMPSON, TO	DD, TRIGG, and
	Rates	Fringes
BRICKLAYER\$	26.80	12.38
CARP0357-002 04/01/2016		
	Rates	Fringes
CARPENTER. \$ Diver. \$ PILEDRIVERMAN \$	41.93	17.03 17.03 17.03
ELEC0369-006 05/31/2017		
BUTLER, EDMONSON, LOGAN, TODD & WA	RREN COUNTIES	S:
	Rates	Fringes
ELECTRICIAN\$	31.07	16.60
ELEC0429-001 06/01/2015		
ALLEN & SIMPSON COUNTIES:		
	Rates	Fringes
ELECTRICIAN\$	24.84	11.90
ELEC0816-002 06/01/2017		
BALLARD, CALDWELL, CALLOWAY, CARLI FULTON (Except a 5 mile radius of HICKMAN, LIVINGSTON, LYON, MARSHAL	City Hall in	Fulton), GRAVES,
	Rates	Fringes
ELECTRICIAN\$	32.11	25.5%+6.95
Cable spicers receive \$.25 per hou	r additional	

ELEC1701-003 06/01/2017

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN\$	30.55	15.49

Cable spicers receive \$.25 per hour additional.

ELEC1925-002 06/01/2017

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

	Rates	Fringes
CABLE SPLICER	\$ 25.80	12.16
ELECTRICIAN	\$ 25.30	12.14

ENGI0181-017 07/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1\$	31.95	15.15
GROUP 2\$	29.09	15.15
GROUP 3\$	29.54	15.15
GROUP 4\$	28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

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

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

IRON0070-005 06/01/2017

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

Rates Fringes

IRONWORKER

Structural; Ornamental; Reinforcing; Precast

Concrete Erectors......\$ 28.30 21.85

IRON0103-004 08/01/2017

DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES

BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey, Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport, Monford, Morgantown, Provo, Rochester, South Hill & Welchs Creek);

CALDWELL COUNTY (Northeastern third, including the Township of

Creswell);

CHRISTIAN COUNTY (Northern third, including the Townships of Apex, Crofton, Kelly, Mannington & Wynns);
CRITTENDEN COUNTY (Northeastern half, including the Townships of Grove, Mattoon, Repton, Shady Grove & Tribune);
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction, Benton, Brennen, Browder, Central City, Cleaton, Depoy, Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City, Martwick, McNary, Millport, Moorman, Nelson, Paradise, Powderly, South Carrollton, Tarina & Weir)

Rates Fringes

Ironworkers:.....\$ 28.64 21.385

IRON0492-003 05/01/2017

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

MUHLENBERG COUNTY (Southern eighth, including the Townships of Dunnior, Penrod & Rosewood)

Rates Fringes

Ironworkers:.....\$ 25.31 13.82

IRON0782-006 08/01/2017

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

	Rates	Fringes
Ironworkers:		
Projects with a total		
contract cost of		
\$20,000,000.00 or above	.\$ 28.32	23.00

All Other Work.....\$ 26.73 23.00

LABO0189-005 07/01/2017

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

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.14	13.29
GROUP	2\$	23.39	13.29
GROUP	3\$	23.44	13.29
GROUP	4\$	24.04	13.29

LABORER CLASSIFICATIONS

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

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

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

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

LABO0189-006 07/01/2017

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

	Ţ	Rates	Fringes
Laborers:			
GROUP	1\$	23.14	13.29
GROUP	2\$	23.39	13.29
GROUP	3\$	23.44	13.29
GROUP	4\$	24.04	13.29

LABORER CLASSIFICATIONS

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

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

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

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

LABO0561-001 07/01/2017

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	22.36	14.50
GROUP	2\$	22.61	14.50

GROUP	3\$	22.66	14.50
GROUP	4\$	23.26	14.5

LABORER CLASSIFICATIONS

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

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

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

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

PAIN0032-002 05/01/2017

BALLARD COUNTY

	Rates	Fringes
Painters: Bridges		16.23 16.23
Spray, Blast, Steam, High & H Abatement) and All Epoxy - \$1	· ·	ng Lead

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

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

PAIN0156-006 04/01/2015

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

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

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal Tar $\mbox{\ \ Epoxy}$

PAIN0456-003 01/01/2015

ALLEN, BUTLER, LOGAN, MUHLENBERG, SIMPSON, TODD & WARREN COUNTIES:

I	Rates	Fringes
D. 1. 1.		
Painters:		
BRIDGES		
Brush & Roller\$	23.25	9.95
Spray; Sandblast; Power		
Tools; Waterblast & Steam		
Cleaning\$	24.25	9.95
ALL OTHER WORK		
Brush & Roller\$	19.25	9.95
Brush & Roller\$	19.25	9.95

Spray; Sandblast; Power Tools; Waterblast & Steam

Cleaning.....\$ 20.25 9.95

ALL OTHER WORK - HIGH TIME PAY
Over 35 feet (up to 100 feet) - \$1.00 above base wage
100 feet and over - \$2.00 above base wage

DURING SPRAY PAINTING AND SANDBLASTING OPERATIONS, POT TENDERS SHALL RECEIVE THE SAME WAGE RATES AS THE SPRAY PAINTER OR NOZZLE OPERATOR

PAIN0500-002 06/01/2017

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

	Rates	Fringes		
Painters:				
Bridges	\$ 27.75	12.85		

All Other Work......\$ 21.50 12.85

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

PLUM0184-002 07/01/2016

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

		Rates	Fringes
Plumber;	Steamfitter	\$ 34.36	16.78

PLUM0502-004 08/01/2016

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

		Rates	Fringes
Plumber;	Steamfitter	.\$ 32.00	20.13
DI IIM063	2-002 07/01/2017		

PLUM0633-002 07/01/2017

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

	Rates	Fringes
PLUMBER/PIPEFITTER	\$ 31.47	16.80

TEAM0089-003 03/26/2017

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

	Rates	Fringes		
Truck drivers:				
Zone 1:				
Group 1\$	19.88	21.04		
Group 2\$	20.06	21.04		
Group 3\$	20.14	21.04		
Group 4\$	20.16	21.04		

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

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

TEAM0215-003 03/26/2017

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

	Rates	Fringes
TRUCK DRIVER		
Group 1	.\$ 21.43	21.04
Group 2	.\$ 21.66	21.04
Group 3	.\$ 21.73	21.04
Group 4	.\$ 21.74	21.04

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

TEAM0236-001 03/26/2017

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

	I	Rates	Fringes		
TRUCK DRIVE	R				
Group	1\$	19.88	21.04		
Group	2\$	20.06	21.04		
Group	3\$	20.06	21.04		
Group	4\$	20.16	21.04		
Group	5\$	20.14	21.04		

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

GROUP 5: Mixer All Types

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative $\frac{1}{2}$

Review Board (formerly the Wage Appeals Board). Write to:

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

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

END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

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

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
5.2%	6.9%

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

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

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

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

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

PART IV

INSURANCE

INSURANCE

The Contractor shall procure and maintain the following insurance in addition to the insurance required by law:

- 1) Commercial General Liability-Occurrence form not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
 - a) \$100,000 Each Accident Bodily Injury
 - b) \$500,000 Policy limit Bodily Injury by Disease
 - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a) "policy contains no deductible clauses."
 - b) "policy contains _____ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

The cost of insurance is incidental to all contract items. All subcontractors must meet the same minimum insurance requirements.

PART V

BID ITEMS

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171051

PROPOSAL BID ITEMS

Report Date 11/16/17

Page 1 of 2

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	1,815.00	TON		\$	
0020	00078		CRUSHED AGGREGATE SIZE NO 2	1,905.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	431.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	52.00	TON		\$	
0050	00194		LEVELING & WEDGING PG76-22	1,185.00	TON		\$	
0060	00216		CL3 ASPH BASE 1.00D PG76-22	595.00	TON		\$	
0070	00309		CL2 ASPH SURF 0.50D PG64-22	3,309.00	TON		\$	
0800	00332		CL3 ASPH SURF 0.50A PG76-22	14,430.00	TON		\$	
0090	02677		ASPHALT PAVE MILLING & TEXTURING	18,149.00	TON		\$	
0100	02696		SHOULDER RUMBLE STRIPS	97,000.00	LF		\$	
0110	20071EC		JOINT ADHESIVE	92,000.00	LF		\$	
0120	24781EC		INTELLIGENT COMPACTION FOR ASPHALT	18,334.00	TON		\$	
0130	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	1,244,166.00	SF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FΡ	AMOUNT
0140	01000		PERFORATED PIPE-4 IN	7,500.00	LF		\$	
0150	01010		NON-PERFORATED PIPE-4 IN	225.00	LF		\$	
0160	01015		INSPECT & CERTIFY EDGE DRAIN SYSTEM	1.00	LS		\$	
0170	01020		PERF PIPE HEADWALL TY 1-4 IN	5.00	EACH		\$	
0180	01028		PERF PIPE HEADWALL TY 3-4 IN	5.00	EACH		\$	
0190	01740		CORED HOLE DRAINAGE BOX CON-4 IN	5.00	EACH		\$	
0200	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	136.00	EACH		\$	
0210	02014		BARRICADE-TYPE III	6.00	EACH		\$	
0220	02165		REMOVE PAVED DITCH	2,650.00	SQYD		\$	
0230	02360		GUARDRAIL TERMINAL SECTION NO 1	5.00	EACH		\$	
0240	02367		GUARDRAIL END TREATMENT TYPE 1	9.00	EACH		\$	
0250	02369		GUARDRAIL END TREATMENT TYPE 2A	3.00	EACH		\$	
0260	02378		GUARDRAIL CONNECTOR TO BRIDGE END TY D	4.00	EACH		\$	
0270	02381		REMOVE GUARDRAIL	6,050.00	LF		\$	
0280	02484		CHANNEL LINING CLASS III	2,500.00	TON		\$	
0290	02555		CONCRETE-CLASS B	75.00	CUYD		\$	
0300	02562		TEMPORARY SIGNS	800.00	SQFT		\$	
0310	02599		FABRIC-GEOTEXTILE TYPE IV	350.00	SQYD		\$	
0320	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0330	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0340	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0350	02703		SILT TRAP TYPE A	10.00	EACH		\$	
0360	02704		SILT TRAP TYPE B	10.00	EACH		\$	
0370	02705		SILT TRAP TYPE C	10.00	EACH		\$	
0380	02706		CLEAN SILT TRAP TYPE A	10.00	EACH		\$	
0390	02707		CLEAN SILT TRAP TYPE B	10.00	EACH		\$	
0400	02708		CLEAN SILT TRAP TYPE C	10.00	EACH		\$	
0410	02726		STAKING	1.00	LS		\$	

171051

PROPOSAL BID ITEMS

Contract ID: 171051 Page 144 of 144

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0420	02775		ARROW PANEL	2.00	EACH		\$	
0430	05950		EROSION CONTROL BLANKET	9,680.00	SQYD		\$	
0440	05952		TEMP MULCH	6,453.00	SQYD		\$	
0450	05953		TEMP SEEDING AND PROTECTION	4,840.00	SQYD		\$	
0460	05963		INITIAL FERTILIZER	1.00	TON		\$	
0470	05964		20-10-10 FERTILIZER	.50	TON		\$	
0480	05992		AGRICULTURAL LIMESTONE	6.00	TON		\$	
0490	06401		FLEXIBLE DELINEATOR POST-M/W	1,064.00	EACH		\$	
0500	06404		FLEXIBLE DELINEATOR POST-M/Y	360.00	EACH		\$	
0510	06511		PAVE STRIPING-TEMP PAINT-6 IN	25,000.00	LF		\$	
0520	06514		PAVE STRIPING-PERM PAINT-4 IN	10,800.00	LF		\$	
0530	06549		PAVE STRIPING-TEMP REM TAPE-B	940.00	LF		\$	
0540	06550		PAVE STRIPING-TEMP REM TAPE-W	1,800.00	LF		\$	
0550	06551		PAVE STRIPING-TEMP REM TAPE-Y	1,800.00	LF		\$	
0560	10020NS		FUEL ADJUSTMENT	28,826.00	DOLL	\$1.00	\$	\$28,826.00
0570	10030NS		ASPHALT ADJUSTMENT	72,402.00	DOLL	\$1.00	\$	\$72,402.00
0580	20758ED		REMOVE AND RESET PERF PIPE HEADWALL	20.00	EACH		\$	
0590	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	5,850.00	LF		\$	
0600	23159EN		DURABLE WATERBORNE MARKING-6 IN W	57,000.00	LF		\$	
0610	23160EN		DURABLE WATERBORNE MARKING-6 IN Y	52,000.00	LF		\$	
0620	24191ER		DURABLE WATERBORNE MARKING-12 IN W	4,410.00	LF		\$	
0630	24489EC		INLAID PAVEMENT MARKER	800.00	EACH		\$	
0640	40030		TEMPORARY SILT FENCE	5,000.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0650	00461		CULVERT PIPE-15 IN	4.00	LF		\$	
0660	00462		CULVERT PIPE-18 IN	28.00	LF		\$	
0670	00464		CULVERT PIPE-24 IN	4.00	LF		\$	
0680	00468		CULVERT PIPE-36 IN	4.00	LF		\$	
0690	00471		CULVERT PIPE-54 IN	4.00	LF		\$	
0700	01310		REMOVE PIPE	44.00	LF		\$	
0710	01432		SLOPED BOX OUTLET TYPE 1-15 IN	1.00	EACH		\$	
0720	01450		S & F BOX INLET-OUTLET-18 IN	7.00	EACH		\$	
0730	01451		S & F BOX INLET-OUTLET-24 IN	1.00	EACH		\$	
0740	01453		S & F BOX INLET-OUTLET-36 IN	1.00	EACH		\$	
0750	02575		DITCHING AND SHOULDERING	18,628.00	LF		\$	
0760	02625		REMOVE HEADWALL	11.00	EACH		\$	
0770	08100		CONCRETE-CLASS A	5.23	CUYD		\$	
0780	08150		STEEL REINFORCEMENT	526.00	LB		\$	
0790	24026EC		PIPE CULVERT HEADWALL-54 IN	1.00	EACH		\$	

Section: 0004 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FΡ	AMOUNT
0800	02568		MOBILIZATION	1.00	LS		\$	
0810	02569		DEMOBILIZATION	1.00	LS		\$	