



**CALL NO. 113**

**CONTRACT ID. 236002**

**FRANKLIN COUNTY**

**FED/STATE PROJECT NUMBER STP 6000(230)**

**DESCRIPTION VARIOUS ROUTES IN DISTRICT 5**

**WORK TYPE SIDEWALK CONSTRUCTION**

**PRIMARY COMPLETION DATE 7/31/2024**

**LETTING DATE: July 20,2023**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 20,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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# **PART I**

## **SCOPE OF WORK**

ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 236002  
STP 6000(230)  
COUNTY - FRANKLIN  
PCN - 0503799992301  
STP 6000(230)

VARIOUS ROUTES IN DISTRICT 5 INSTALLATION OF ADA ENHANCEMENTS IN FRANKLIN COUNTYSIDEWALK  
CONSTRUCTION SYP NO. 05-00585.00.  
GEOGRAPHIC COORDINATES LATITUDE 38:11:53.00 LONGITUDE 84:49:49.00  
ADT

COMPLETION DATE(S):  
COMPLETED BY 07/31/2024      APPLIES TO ENTIRE PROJECT



## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

### **BUILD AMERICA, BUY AMERICA ACT (BABA)**

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§70901-52. The Act strengthens the Buy America preference to include “construction materials.” The current temporary waiver for **“construction materials”** will expire on November 10, 2022.

The Act will apply to construction materials as outlined in the guidance issued in OMB [M-22-11](#).

Construction Materials – Includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals
- Plastic/polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Construction Materials only applies to items, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Construction Materials does not apply to tools, equipment or supplies brought to the jobsite and removed before completion.

### **BOYCOTT PROVISIONS**

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade.

**Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

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

### **LOBBYING PROHIBITIONS**

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

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

February 1, 2023

## **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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



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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

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

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

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

Revised: 5/3/2022

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

**NATIONAL HIGHWAY**

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

**ASPHALT MIXTURE**

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

**OPTION B**

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

## **Special Notes Applicable to Project General Notes & Description of Work**

Except as specified herein, perform all work in accordance with the Department's Standard Specifications, Supplemental Specifications, applicable Special Notes and Special Provisions, and applicable Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications.

### **CAUTION – PROPOSAL INFORMATION IS APPROXIMATE – PERFORM AN ON-SITE INSPECTION**

Potential bidders are cautioned that the information within this proposal is approximate only and is not to be taken as an exact evaluation of the bid quantities, nor the materials and conditions that may be encountered during construction. As such, before submitting a bid, potential bidders shall make a thorough inspection of the site to examine the conditions to be encountered per Section 104.07. Furthermore, during the execution of the work, the Engineer reserves the right to make changes to the bid item quantities and/or alterations in the work when necessary to complete the project satisfactorily per Section 104.02.

NOTE: The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

### **LIDAR**

All survey information was obtained from available KYTC Aerial LIDAR data and should be field verified as appropriate during construction and prior to incorporating the various project work items. Refer to the Special Note for Staking concerning staking operations required to control and construct the work.

### **ON-SITE INSPECTION**

Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.

### **RIGHT OF WAY LIMITS**

The Department has not established the exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured and environmentally cleared by the Contractor at no additional cost to the Department. In the event that private improvements (i.e., fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.

General Notes & Description of Work  
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**CONTROL**

Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

**DESCRIPTION OF WORK**

Except as specified herein, perform all work in accordance with the Department's Standard Specifications, Supplemental Specifications, applicable Special Notes and Special Provisions, and applicable Standard and Sepia Drawings, current editions. Furnish all materials, labor, equipment, and incidentals for the following work:

**Sidewalk and ADA Ramps:** The project work involves ADA enhancements including the removal and installation of sidewalk, curb and gutter, ADA ramps, detectable warnings, and crosswalk striping at various intersections and locations. Care should be taken to avoid damage to adjacent buildings and other structures. Construct the sidewalk as shown on the plans. Any earthwork to place sidewalk and minor regrading will be incidental to the sidewalk installation.

**Standard Curb and Gutter.** The gutter slope of the standard curb and gutter shown in the Standard Drawing is to be modified to ensure positive drainage and maintain a minimum slope of 0.50% along the gutter line.

### Special Note for Staking

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Perform Contractor Staking according to Section 201; except, in addition to the requirements of Section 201, perform the following:

1. Contrary to Section 201.03.01, perform items 1 & 2 usually performed by the Engineer.
2. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.
3. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
4. Perform any and all other staking operations required to control and construct the work.



## Special Note for Erosion Control

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### I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with any other notes in the Proposal, the Department's Standard and Interim Supplemental Specifications, the Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions, or as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

- (1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project;
- (2) Preparing the project site for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site;
- (3) Clearing and grubbing and removal of all obstructions as required for construction;
- (4) Removing all erosion control devices when no longer needed;
- (5) Restoring all disturbed areas as nearly as possible to their original condition;
- (6) Preparing seedbeds and permanently seeding all disturbed areas;
- (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC) qualified inspector; and
- (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

### II. MATERIALS

Furnish materials in accordance with these notes, the Standard Specifications and Interim Supplemental Specifications, applicable Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, 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.

### III. CONSTRUCTION

Be advised, these Erosion Control Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site-specific BMP plan for each drainage area within the project in accordance with Section 213. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, the construction phasing, methods, and the techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, Interim Supplemental Specifications, Special Provisions and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

## Erosion Control

### Page 2 of 3

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of  $\frac{1}{2}$  full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

As work progresses, add or remove erosion control measures as required by the BMP, applicable to the Contractor's project phasing, construction methods, and techniques. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

The required volume at each Silt Trap shall be computed based on the Up Gradient Contributing Areas that are disturbed and/or stabilized to the satisfaction of the Engineer. The required volume calculation for each Silt Trap shall be determined by the Contractor and verified by the Engineer. The required volume at each Silt Trap may be reduced by the following amounts:

- Up Gradient Areas not disturbed (acres)
- Up Gradient Areas that have been reclaimed and protected by Erosion Control Blanket or other ground protection material such as Temporary Mulch (acres)
- Up Gradient Areas that have been protected by Silt Fence (acres) – Areas protected by Silt Fence shall be computed at a maximum rate of 100 square feet per linear foot of Silt Fence
- Up Gradient Areas that have been protected by Silt Traps (acres)

The use of Temporary Mulch is encouraged.

Silt Trap Type B shall always be placed at the collection point prior to discharging into a Blue Line Stream or onto an adjacent Property Owner. Where overland flow exists, a Silt Fence or other filter devices may be used.

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

Erosion Control  
Page 3 of 3

#### **IV. MEASUREMENT**

The Department will measure the various erosion control items according to Section 212.04 and Section 213.04, as applicable.

#### **V. Basis of Payment**

The Department will make payment for the various erosion control items according to Section 212.04 and Section 213.04, as applicable.

## Special Note for Completion Date & Liquidated Damages

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### I. COMPLETION DATE

The ultimate fixed completion date for this project will be July 31, 2024. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

### II. LIQUIDATED DAMAGES

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of **\$1,000** per hour for each hour, or fraction of an hour, for any and all lane closures that are in place beyond the time frame(s) noted in the Traffic Control Plan and approved by the Engineer.

Contrary to Section 108.09, Liquidated Damages will be assessed regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

Contrary to Section 108.09, Liquidated Damages will be assessed for the months of December through March.

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

## **SPECIAL PROVISION FOR WASTE AND BORROW SITES**

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

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

## **COORDINATION OF WORK WITH OTHER CONTRACTS**

Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts  
01/02/2012

## SPECIAL NOTE FOR SIDEWALK RAMPS & DETECTABLE WARNINGS

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### GENERAL

Unless otherwise stated in the contract, or as directed by or with prior approval from the Engineer, construct Sidewalk Ramps and Detectable Warnings in accordance with Sections 505 and 720; Supplemental Specifications; Standard Drawings RGX-040-03, RPM-150-08, RPM-152-08, RPM-170-09, and RPM-172-07; current editions, as applicable. In lieu of the Detectable Warnings shown on Standard Drawing RGX-040-03, the Department will also allow the use of any Detectable Warnings listed as Phase XI on the [Kentucky Product Evaluation List](http://www.ktc.uky.edu/kytc/kypel/allevvaluations.php) (<http://www.ktc.uky.edu/kytc/kypel/allevvaluations.php>). For Detectable Warnings as shown on Standard Drawing RGX-040-03, saw cut existing sidewalks, curb and gutter, and pavement, if present, as shown on the detail and reconstruct sidewalk ramps with detectable warnings as directed or approved by the Engineer. For Detectable Warnings from the Kentucky Product Evaluation List, install according to the manufacturer's recommendations. Unless specified otherwise in the Contract, construct sidewalk with 4" nominal minimum required thickness; however, if the existing sidewalk thickness is found to be greater or less than the thickness specified, transition the thickness as directed by the Engineer.

Except as required by the work, do not disturb drainage pipe, catch basins, and other roadway features, appurtenances and installations. Restore any roadway features, appurtenances, and installations damaged by the work in like kind materials and design at no additional cost to the Department. Dispose of all waste off the right of way at sites obtained by the Contractor at no additional cost to the Department (see Special Note for Waste and Borrow).

### MEASUREMENT & PAYMENT

**SIDEWALK RAMPS** – The Department will measure Sidewalk Ramps in accordance with Section 505.04.01 and Standard Drawing RPM-170-09, current editions; however, contrary to Sections 505.04.05 and 505.04.06, the Department will not measure Roadway Excavation or Embankment in Place, but shall be incidental to the Sidewalk. Accept payment at the Contract unit price per square yard as full compensation for all labor, materials, equipment, and incidentals required for removal and disposal of existing sidewalk and curb and gutter, excavation and embankment, construction of the sidewalk ramps, reconstruction of the adjacent curb and/or sidewalk as necessary to install the sidewalk ramps, and restoration of disturbed features in accordance with these notes or as directed by the Engineer.

**DETECTABLE WARNINGS** – The Department will measure Detectable Warnings in accordance with Section 505.04.04 and Standard Drawings RGX-040-03 and RPM-170-09, current editions. The Department will make payment according to Section 505.05.

**HANDRAIL** – The Department will measure and make payment for Handrail in accordance with Section 720.05 and Standard Drawing RPM-172-07, current editions.

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current editions of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Specifications, Supplemental Specifications, and the Standard and Sepia Drawings. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic shall be paid at the lump sum bid price to “Maintain and Control Traffic”.

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. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the contractor unless otherwise addressed, when no longer needed.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Maintain alternating one-way traffic during construction:  
Maintain alternating one-way traffic during construction. Provide a minimum clear lane width of 11 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

Unless otherwise approved by the Engineer, no lane closures will be allowed during the following times:

Memorial Day Weekend	3 pm Friday, May 26, 2023 – 8 pm Monday, May 29, 2023
Independence Day	7 am Saturday, July 1, 2023 – 11 pm Tuesday, July 4, 2023
Labor Day Weekend	3 pm Friday, September 1, 2023 – 8 pm Monday, September 4, 2023
Thanksgiving Holiday	3 pm Wednesday, November 22, 2023 – 8 pm Sunday, Nov. 26, 2023
Christmas Holiday	3 pm Friday, December 22, 2023 – 8 pm Monday, December 25, 2023
New Year’s Day Holiday	7 am Saturday, December 30, 2023 – 8 pm Monday, January 1, 2024

Do NOT erect lane closures during the following days and/or hours:

Normal Workday Rush Hours  
Monday-Friday 7:00 AM – 9:00 AM, and 3:00 PM – 6:00 PM, daily

At the discretion of the Engineer, additional days and hours may be specified when lane closures will not be allowed.

The Contractor shall submit proposed lane closure days and times to the Engineer at least 14 calendar days in advance for approval. Liquidated Damages will be assessed for each hour or fraction of an hour that a lane closure is in place outside of an approved time period. See the Special Notes for Completion Dates & Liquidated Damages for details on the Liquidated Damages amount.



Traffic Control Plan  
Page 2 of 3

## **LANE CLOSURES**

Long term lane closures shall not be allowed; therefore, lane closures will not be measured for payment. Do not leave lane closures in place during non-working hours and prohibited periods

## **TEMPORARY SIGNS**

Temporary signposts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Temporary signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term temporary signs (temporary signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term temporary signs (temporary signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

## **BARRICADES**

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

## **TEMPORARY ENTRANCES**

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

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties, and apartments or apartment complexes of four or more units at all times. Access to fire hydrants must also be maintained at all times

## **THERMOPLASTIC INTERSECTION MARKINGS**

Consider the locations listed on the summary and/or shown on the plan sheets as approximate only. Prior to removing existing cross walks, locate and document the locations of the existing markings. Replace the markings at their approximate existing locations, as shown on the plan sheets, or as directed by the Engineer. Place markings not existing prior to resurfacing as shown on the plan sheets or as directed by the Engineer.

Traffic Control Plan  
Page 3 of 3

## PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to installing the permanent striping.

## PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and un-resurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Drop-off conditions specified in these notes:

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing oncoming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the Engineer.



KENTUCKY TRANSPORTATION CABINET

Department of Highways

DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226

Rev. 01/2016

Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/>	Original	<input type="checkbox"/>	Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #		COUNTY		PROJECT # (STATE)	PROJECT # (FEDERAL)
5-585.00		Franklin		12F0 FD52 037 1089401P	6000230
PROJECT DESCRIPTION					
Reconstruction of curb ramps and landings at 14 different intersections and some sidewalk repair in Frankfort.					
<input checked="" type="checkbox"/>	No Additional Right of Way Required				
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.					
<input type="checkbox"/>	Condition # 1 (Additional Right of Way Required and Cleared)				
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.					
<input type="checkbox"/>	Condition # 2 (Additional Right of Way Required with Exception)				
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract					
<input type="checkbox"/>	Condition # 3 (Additional Right of Way Required with Exception)				
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.					
Total Number of Parcels on Project		EXCEPTION (S) Parcel #		ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired					
Signed Deed					
Condemnation					
Signed ROE					
Notes/ Comments (Text is limited. Use additional sheet if necessary.)					
This project was previously certified as item number 99-03011.00 The Item Number and Federal Project # are the only changes from the previous ROW Certification.					
LPA RW Project Manager			Right of Way Supervisor		
Printed Name				Printed Name	
Signature				Signature	
Date				Tom Boykin	
Right of Way Director			FHWA		
Printed Name				Printed Name	
Signature		Digitally signed by Kelly Divine Date: 2023.02.07 10:09:31 -06'00'		Signature	
Date				Date	
				No Signature Required as per FHWA-KYTC Current Stewardship Agreement	

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)  
FD52 037 9999 000-000  
ADA Transition Enhancements on various routes in Franklin Co.  
05-585.00**

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

### 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)

### UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

### SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The

Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)**  
**FD52 037 9999 000-000**  
**ADA Transition Enhancements on various routes in Franklin Co.**  
**05-585.00**

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.

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

### AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. All Points Broadband Manager 148 Citizens Blvd Simpsonville, KY 40067	DJ Anderson, Regional Operations	Cell (502) 390-6806 <a href="mailto:DAnderson@allpointsbroadband.com">DAnderson@allpointsbroadband.com</a>
2. Atmos Energy 105 Hudson Blvd Shelbyville, KY 40065	Jake Basham Cell (270) 779-7381 Silas Bohlen Cell (270) 570-0445	<a href="mailto:Jake.Basham@atmosenergy.com">Jake.Basham@atmosenergy.com</a> <a href="mailto:Silas.Bohlen@atmosenergy.com">Silas.Bohlen@atmosenergy.com</a>
<b>Facility Map Requests to Jake &amp; Silas</b>		
3. AT&T KY 894 East Main Street Ext Georgetown, KY 40324	Frank Ambrose Office (502) 867-8240 Cell (859) 753-8377	<a href="mailto:FA2207@ATT.com">FA2207@ATT.com</a>
4. AT&T Legacy OH, MI, KY, WV 7555 E. Pleasant Valley Road, Suite 140 Independence, OH 44131  AT&T Corporation, Long Haul	Bill Taggart, Sr. Tech Project Manager      Don Garr, Cell (502) 741-8374	<a href="mailto:WT2462@att.com">WT2462@att.com</a> Office (614) 868-2511 Cell (614) 370-5414 <a href="mailto:DonGarr@outlook.com">DonGarr@outlook.com</a>
<b>Facility Map Requests to Don &amp; Bill</b>		

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)  
FD52 037 9999 000-000  
ADA Transition Enhancements on various routes in Franklin Co.  
05-585.00**

- |  |  |
|--|--|
| 5. Bluegrass Energy<br>PO Box 990<br>1201 Lexington Rd.<br>Nicholasville, KY 40356                       | Tony Smith, Field Engineering<br>Office (859) 885-2134<br><a href="mailto:TonyS@bgenergy.com">TonyS@bgenergy.com</a><br>Matt Collett, Staking Technician<br>Office (859) 887-8110<br><a href="mailto:MattC@bgenergy.com">MattC@bgenergy.com</a><br>Greg Harrington, COO<br>Office (859) 885-2114<br><a href="mailto:GregH@bgenergy.com">GregH@bgenergy.com</a>   |
| 6. CenturyLink Communications, LLC (See Lumen Technologies Inc.)   |  |
| 7. Charter Communications<br>10168 Linn Station Road, Suite 120<br>Louisville, KY 40223                  | Nathen L Howerton<br>Office (502) 357-4318<br>Cell (502) 639-6838<br><a href="mailto:Nathen.Howerton@charter.com">Nathen.Howerton@charter.com</a><br>Kevin Mercer<br>Office (502) 357-4724<br>Cell (502) 817-5055<br><a href="mailto:Kevin.Mercer@charter.com">Kevin.Mercer@charter.com</a><br>Michael York<br>Cell (502) 548-1632<br><a href="mailto:Michael.York@charter.com">Michael.York@charter.com</a> |
| <b>Facility Map Requests to Nathen-Kevin-Mike</b>  |  |
| 8. Columbia Gas of Kentucky, Inc.<br>2001 Mercer Rd., PO Box 14241<br>Lexington, KY 40512                | David Lemons<br>Office (859) 288-0249<br>Cell (859) 227-3872<br><a href="mailto:DNLemons@NiSource.com">DNLemons@NiSource.com</a><br>Bryan Slone<br>Office (859) 288- 0253<br>Cell (859) 221-2185<br><a href="mailto:BKSlone@NiSource.com">BKSlone@NiSource.com</a>   |
| 9. Crown Castle Network Operations<br>10300 Ormsby Park Place, Suite 501<br>1578<br>Louisville, KY 40223 | Mona Couch<br>Office (317) 249-2029, Cell (317) 439-<br><a href="mailto:Mona.Couch@crowncastle.com">Mona.Couch@crowncastle.com</a>   |

## UTILITIES AND RAIL CERTIFICATION NOTE

<b>FRANKLIN COUNTY, STP 6000(230)</b> <b>FD52 037 9999 000-000</b> <b>ADA Transition Enhancements on various routes in Franklin Co.</b> <b>05-585.00</b>
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**Facility Map Requests to Mona, Lisa & Craig**  
Construction

Lisa Clark, Construction Manager  
(810) 223-3780

[Lisa.Clark@crowncastle.com](mailto:Lisa.Clark@crowncastle.com)

Craig Brown, Manager-Network

8342

Office (317) 819-8648, Cell (585) 402-

[Craig.Brown@crowncastle.com](mailto:Craig.Brown@crowncastle.com)

10. East Kentucky Power Coop  
Construction  
PO Box 707  
4775 Lexington Road  
Winchester, KY 40391

Mary Jane Warner, VP Engineering &

Office (859) 745-9344

Ronnie Terrill

Office (859) 745-9594

Cell (859) 582-5376

[Ronnie.Terrill@ekpc.coop](mailto:Ronnie.Terrill@ekpc.coop)

11. Elkhorn Water District  
PO Box 67  
Frankfort, KY 40602

Dale Gatewood

Nancy Sherrow

Andi Breeck

Office (502) 695-2641

Maintenance Office (502) 695-4431

**\*Located in the Peak's Mill Water District office**

**12. Energy Transfer (See Mid-Valley Pipeline Company)**

13. Farmdale Water District  
100 Highwood Drive  
Frankfort, KY 40601

David Robinson

Clifford Toles

Office (502) 223-3562

[FarmDaleWater@gmail.com](mailto:FarmDaleWater@gmail.com)

**Utility does not participate in BUD; contact David Robinson for locate assistance**

**14. Fibertech (See Crown Castle Network Operation)**

15. Frankfort Plant Board - Electric  
PO Box 308  
Frankfort, KY 40601

Vent Foster

Office (502) 352-4402

[VFoster@FEWPB.com](mailto:VFoster@FEWPB.com)

Jim Carter

Office (502) 352-4401

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)  
FD52 037 9999 000-000  
ADA Transition Enhancements on various routes in Franklin Co.  
05-585.00**

[JCarter@FEWPB.com](mailto:JCarter@FEWPB.com)

16. Frankfort Plant Board - CATV  
PO Box 308  
Frankfort, KY 40601

Shane Holt  
Office (502) 352-4546  
[SHolt@FEWPB.com](mailto:SHolt@FEWPB.com)  
Adam Hellard  
Office (502) 352-4551  
[AHellard@FEWPB.com](mailto:AHellard@FEWPB.com)

17. Frankfort Plant Board - Water  
PO Box 308  
Frankfort, KY 40601

David Billings  
Office (502) 352-4468  
Cell (502) 875-4501  
[DBillings@FEWPB.com](mailto:DBillings@FEWPB.com)

18. Frankfort Sewer Department  
1200 Kentucky Ave.  
Frankfort, KY 40601

Katie Beard  
Office (502) 875-2448  
Cell (502) 330-0327  
[KBeard@frankfort.ky.gov](mailto:KBeard@frankfort.ky.gov)  
Robert Barker  
Office (502) 875-2448  
[RBarker@frankfort.ky.gov](mailto:RBarker@frankfort.ky.gov)  
Ken Hogsten  
Office (502) 875-2448  
Cell (502) 229-6312  
[KHogsten@frankfort.ky.gov](mailto:KHogsten@frankfort.ky.gov)

### 19. Insight Cablevision (See Charter Communications)

20. Intercarrier Networks, LLC  
Subsidiary of Great Plains Communications  
1600 Great Plains Center  
PO Box 500  
Blair, NE 68008

[CWulf@gpcom.com](mailto:CWulf@gpcom.com)  
Nancye Allison, Consultant  
Office (859) 231-9831  
Cell (502) 541-3442  
[N.Allison@finleyusa.com](mailto:N.Allison@finleyusa.com)  
Dustin Nobbe  
(812) 209-9012  
[DNobbe@gpcom.com](mailto:DNobbe@gpcom.com)

Finley Engineering Company, Inc.  
2456 Fortune Drive, Suite 105  
Lexington, KY 40509



## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)  
FD52 037 9999 000-000  
ADA Transition Enhancements on various routes in Franklin Co.  
05-585.00**

21. Kentucky American Water Company  
2300 Richmond Rd  
Lexington, KY 40502

Cole Mitcham  
(859) 335-3415  
[Cole.Mitcham@AMWater.com](mailto:Cole.Mitcham@AMWater.com)

**22. Kentucky Data Link (See Windstream)**

23. Kentucky Wired, KCNA  
500 Mero Street – Suite 1-1 NC #59  
Frankfort, KY 40601

Mike Hayden,  
Chief Operating Officer  
Office (502) 782-2535  
[Mike.Hayden@ky.gov](mailto:Mike.Hayden@ky.gov)

Ledcor, Service Provider  
LTS Kentucky Managed Technical Services LLC  
2008 Mercer Rd. 2nd floor  
Lexington, KY 40511

Nick Blake  
Operations Manager  
Office (859) 286-8158  
Cell (859) 447-0781  
[Nick.Blake@Ledcor.com](mailto:Nick.Blake@Ledcor.com)

**Facility Map Requests to** [KIH.Technical.Services@ledcor.com](mailto:KIH.Technical.Services@ledcor.com) &  
[KY.OSPTeam@ledcor.com](mailto:KY.OSPTeam@ledcor.com)

24. LG&E KU (Electric)  
820 West Broadway  
Louisville, KY 40202  
LG&E Emergency Number (502) 589-1444  
LG&E and KU Emergency Number 1-800-331-7370

Caroline Justice  
Office (502) 627-3708  
[Caroline.Justice@LGE-KU.com](mailto:Caroline.Justice@LGE-KU.com)

**25. Level 3 (See Lumen Technologies Inc.)**

**26. Lighttower (See Crown Castle Network Operation)**

27. Lumen Technologies Inc.  
11857 Commonwealth Drive  
Louisville, KY 40299

Tim Sewell  
[Tim.Sewell@lumen.com](mailto:Tim.Sewell@lumen.com)  
(502) 389-4812 / (502) 295-0940  
Richard Compton  
[Richard.compton@lumen.com](mailto:Richard.compton@lumen.com)

**Facility Map Requests to** [relocations@lumen.com](mailto:relocations@lumen.com)  
**10/13/20, all utility relocation/conflicts inquiries and road project notifications to**  
[relocations@lumen.com](mailto:relocations@lumen.com)

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)**  
**FD52 037 9999 000-000**  
**ADA Transition Enhancements on various routes in Franklin Co.**  
**05-585.00**

**28. Metro Network (See Lumen Technologies Inc.)**

29. Mid - Valley Pipeline Company  
4910 Limaburg Road  
Burlington, KY 41005

Richard (Todd) Calfee  
Office (859) 371-4469  
Cell (859) 630-8271  
Fax (866) 699-1185  
[Todd.Calfee@energytransfer.com](mailto:Todd.Calfee@energytransfer.com)  
Justin White  
Office (859) 371-4469  
Cell (859) 630-1823  
[Justin.White@energytransfer.com](mailto:Justin.White@energytransfer.com)  
Phillip Noel  
[Phillip.Noel@energytransfer.com](mailto:Phillip.Noel@energytransfer.com)

**Facility Map Requests to Todd, Justin, & Phillip**

**30. National Fiber Optic Longhaul (See Lumen Technologies Inc.)**

31. North Shelby Water District  
P.O. Box 97  
4596 Bagdad Road  
Bagdad, KY 40003

**NOTE: North Shelby Water & US 60 Water  
Districts are 2 separate Utilities operating from  
the same address. Send FMR-Letters to both.**

Pete Hedges  
Office (502) 747-8942  
Cell (502) 220-0169  
[Pete@Northshelbywater.com](mailto:Pete@Northshelbywater.com)  
Jeremy Carmack  
Cell (502) 220-0165  
[JeremyCarmack@BellSouth.net](mailto:JeremyCarmack@BellSouth.net)

**Facility Map Requests to Pete & Jeremy**

**32. Quest Communication (See Lumen Technologies Inc.)**

33. Peaks Mill Water District  
7165 US Highway 127 N  
Frankfort, KY 40601

Dale Gatewood  
(502) 227-5740  
Maintenance Office (502) 695-2641  
[PMWD2011@ATT.NET](mailto:PMWD2011@ATT.NET)

34. Shelby Energy Cooperative  
PO Box 311  
, Cell (502) 663-1395  
620 Old Finchville Road  
Shelbyville, KY 40065

Dylan Staples  
Manager of Engineering  
[Dylan@shelbyenergy.com](mailto:Dylan@shelbyenergy.com)  
Jason Ginn  
Cell (502) 643-2778

## UTILITIES AND RAIL CERTIFICATION NOTE

**FRANKLIN COUNTY, STP 6000(230)  
FD52 037 9999 000-000  
ADA Transition Enhancements on various routes in Franklin Co.  
05-585.00**

Facility Map Requests to Dylan & Jason

[Jason@ShelbyEnergy.com](mailto:Jason@ShelbyEnergy.com)

35. Shelby Broadband (See All Points Broadband)

36. Spectrum (See Charter Communications)

37. Sprint (See T-Mobile)

38. SunocoLogistics (See Mid-Valley Pipeline Company)

39. Time Warner (See Charter Communications)

40. T-Mobile (Sprint) Fiber Optics  
3007 Tucumcari Dr.  
Sardinia, OH 45171

Steven T. Hughes  
Office (513) 459-5796  
Cell (814) 553-2300  
[Steven.Hughes1@T-Mobile.com](mailto:Steven.Hughes1@T-Mobile.com)

41. US 60 Water District  
P.O. Box 97  
Bagdad, KY 40003

Pete Hedges  
Office (502) 747-8942  
Cell (502) 220-0169

[PeteHedges@BellSouth.net](mailto:PeteHedges@BellSouth.net)

**NOTE: North Shelby Water & US 60 Water  
Districts are 2 separate Utilities operating from  
the same address. Send FMR-Letters to both.**

Jeremy Carmack  
Office (502) 220-0165  
[JeremyCarmack@BellSouth.net](mailto:JeremyCarmack@BellSouth.net)

**Facility Map Requests to Pete & Jeremy**

42. Windstream  
111 S. Main Street  
Elizabethtown, KY 42701

James Galvin  
Office (270) 765-1818  
Cell (270) 748-9249  
[James.Galvin@windstream.com](mailto:James.Galvin@windstream.com)

Windstream

Steve Johnson, Sr Engineer OSP  
Office (859) 357-6209

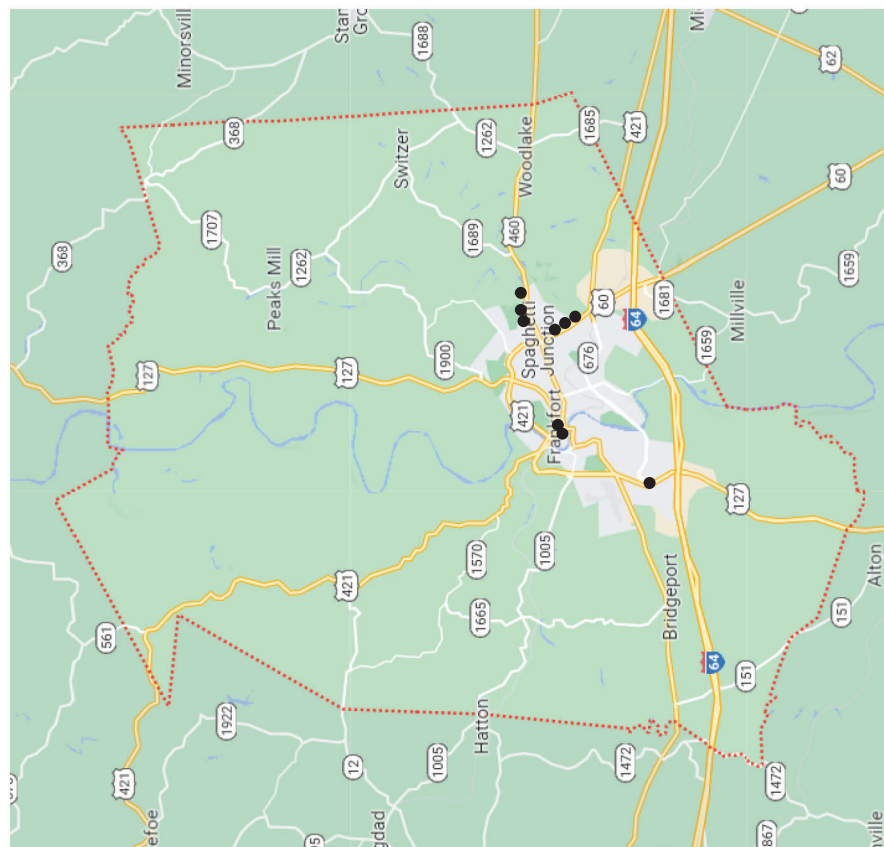
Steve Johnson, Sr Engineer OSP  
130 W New Circle Road, Suite 170

Cell (859) 321-2035  
[Steve.Johnson@windstream.com](mailto:Steve.Johnson@windstream.com)

COUNTY OF	ITEM NO.
FRANKLIN	5-585



Commonwealth of Kentucky  
DEPARTMENT OF HIGHWAYS

VICINITY MAP  
FRANKLIN

STATEWIDE ADA

GENERAL NOTES

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R1

UTILITIES  
ANY UTILITIES SHOWN ON THE PLANS ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL HAVE ALL UTILITIES FIELD LOCATED PRIOR TO BEGINNING WORK.

BEFORE YOU DIG  
THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH THE KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CALL IS TO BE MADE A MINIMUM OF TWO (2) AND NO MORE THAN TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF THE 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.

EDGE KEY  
THIS WORK INCLUDES CUTTING OUT THE EXISTING ASPHALT SURFACE TO A MINIMUM DEPTH AND WIDTH, AS DETAILED, SO THAT THE NEW SURFACE MAY HEEL INTO THE EXISTING SURFACE. THE CONTRACT UNIT PRICE BID LINEAR FOOT FOR "EDGE KEY" INCLUDES ALL NECESSARY MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PERFORM THE WORK AND DISPOSE OF THE REMOVED ASPHALT MATERIAL.

STANDARD DRAWINGS  
ANY STANDARD DRAWINGS NOT ATTACHED TO THESE PLANS MAY BE OBTAINED FROM THE POLICY SUPPORT BRANCH OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES IN FRANKFORT, KENTUCKY AT 502-564-3670.

N.G.S. (U.S.G.S.) BENCH MARKS  
DO NOT DISTURB N.G.S. (U.S.G.S.) BENCH MARKS IN ANY MANNER UNLESS DIRECTED BY THE ENGINEER.

SEEDING AND PROTECTION  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING AND PROTECTION FOR ANY AREA DISTURBED DUE TO INSTALLATION OF SIDEWALK, RAMPS, ETC. ALTHOUGH A FEW PLAN SHEETS PROVIDE AN APPROXIMATE AREA OF DISTURBANCE, IT SHALL BE THE CONTRACTORS RESPONSIBILITY FOR ESTIMATING THE AREAS, IN ADDITION, SEEDING AND PROTECTION IS CONSIDERED INCIDENTAL FOR THIS CONTRACT.

EROSION CONTROL  
AS REQUIRED UNDER SECTION 213 OF THE KYTC STANDARD SPECIFICATIONS, PRIOR TO ONSITE ACTIVITIES A SITE-SPECIFIC EROSION CONTROL PLAN INCLUDING BMPs TO ENSURE CONTINUOUS EROSION CONTROL THROUGHOUT THE CONSTRUCTION AND POST CONSTRUCTION PERIOD, THE PLAN WILL IDENTIFY INDIVIDUAL DISTURBED DRAINAGE AREAS (DDA) WHERE STORM WATER FROM THE CONSTRUCTION AREA WILL BE DISCHARGED OFF SITE OR INTO WATERS OF THE COMMONWEALTH.

TRAFFIC CONTROL  
TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS, CURRENT EDITIONS.

ALL ITEMS OF WORK NECESSARY TO MAINTAIN AND CONTROL TRAFFIC WILL BE PAID AT THE LUMP SUM BID PRICE TO "MAINTAIN AND CONTROL TRAFFIC" AS SET FORTH IN THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE PROVIDED FOR IN THESE NOTES. THE LUMP SUM BID TO "MAINTAIN AND CONTROL TRAFFIC" SHALL ALSO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS AND OPERATIONS:

- A. ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND MARKINGS.
- B. ALL TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, SIGN BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCD OR THE ENGINEER.

ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER IN USE ON THE PROJECT.

ALL SIGNS NECESSARY FOR A DETOUR WILL BE PROVIDED BY THE CONTRACTOR AS REQUIRED BY STANDARD DRAWINGS, IF ANY, AND THE MUTCD.

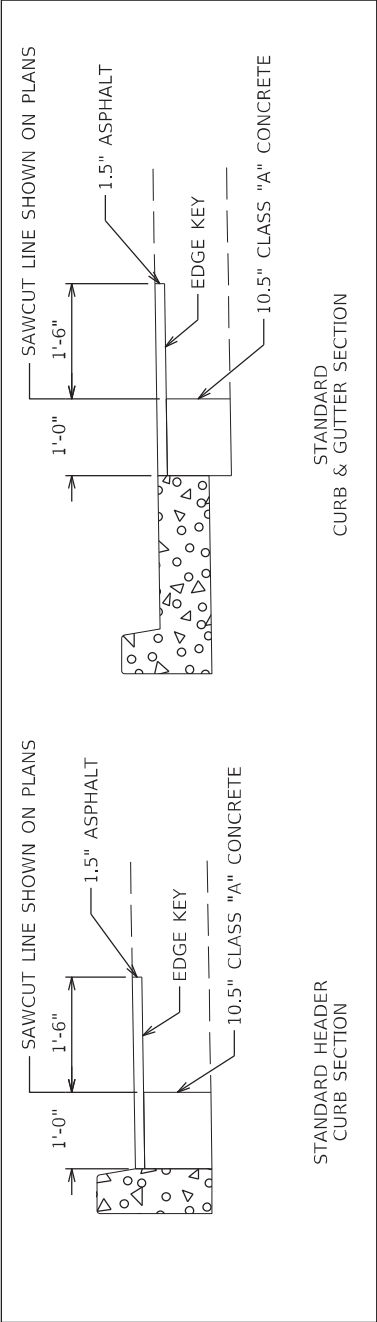
IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF TRAFFIC.

THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING PLANS BEFORE TRAFFIC IS ALLOWED TO USE ANY LANE CLOSURES OR DETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.

IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES AT THE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS QUICKLY AS POSSIBLE.

REASONABLE MEANS OF INGRESS AND EGRESS SHALL BE MAINTAINED TO ALL PROPERTIES WITHIN THE PROJECT LIMITS AT ALL TIMES.

ACCESS TO FIRE HYDRANTS SHALL BE MAINTAINED AT ALL TIMES.



STANDARD DRAWINGS	MUTCD
RDX-210-03	TA-1
RDX-230-01	TA-21
RGX-040-03	TA-22
RPM-100-11	TA-23
RPM-170-09	TA-28
TPM-203	TA-29
TTC-115-04	TA-46
TTC-135-03	

LEGEND

BC = BOTTOM OF CURB  
TC = TOP OF CURB

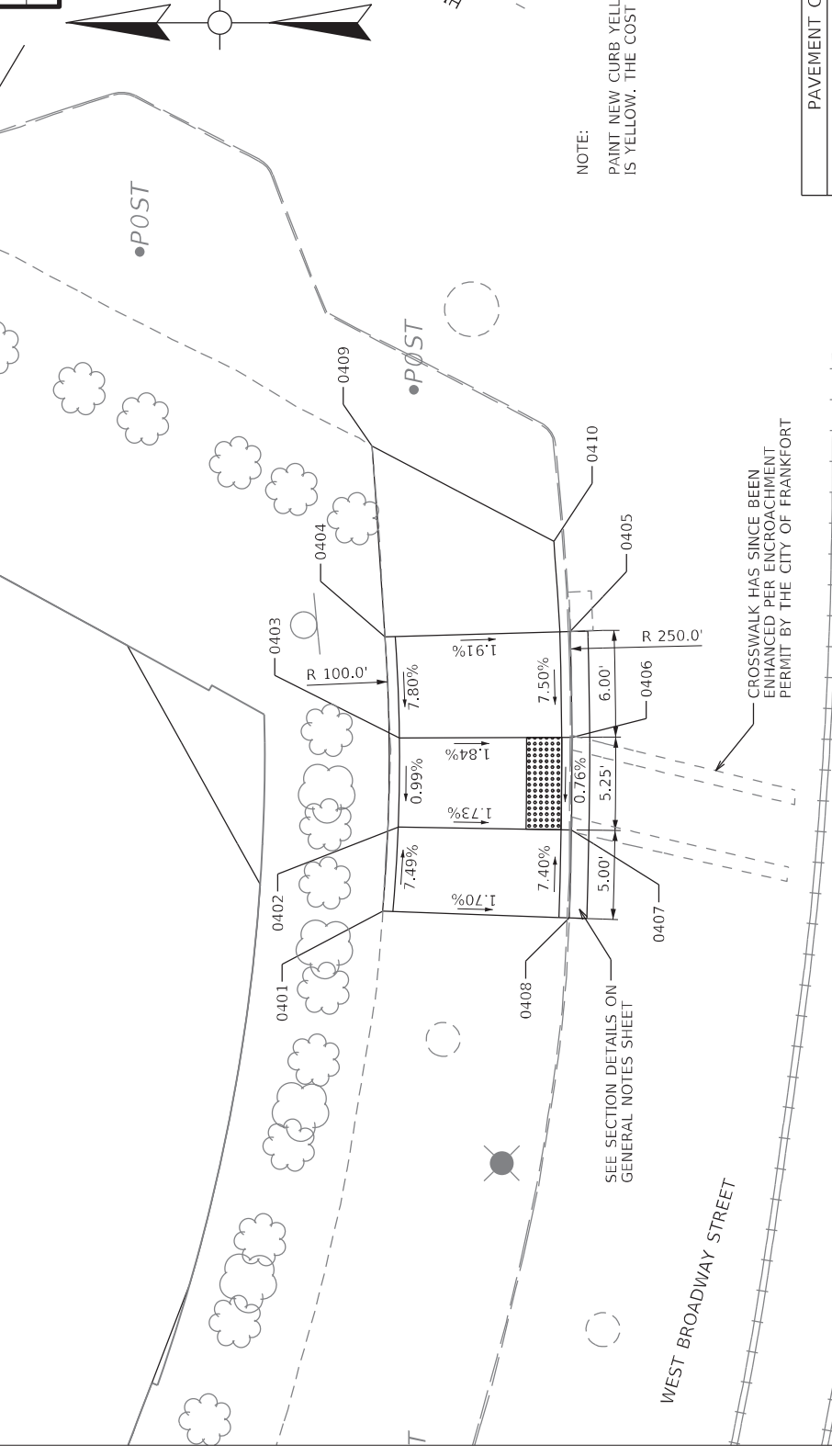
STATEWIDE ADA  
GENERAL NOTES

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R2

ITEM NO.	ITEM DESCRIPTION	UNIT	WEST BROADWAY STREET AT HIGH STREET	MAIN STREET AT ANN STREET	US 127 / LAWRENCEBURG ROAD AT WESTRIDGE DRIVE	US 460 / EAST MAIN STREET AT ELKHORN ELEMENTARY SCHOOL DRIVE	US 460 / EAST MAIN STREET AT ELKHORN MIDDLE SCHOOL	US 460 / EAST MAIN STREET AT FRANKLIN HIGH SCHOOL	US 460 / EAST MAIN STREET AT PARK AVENUE	US 460 / EAST MAIN STREET AT STEADMANTOWN LANE	US 421 / VERSAILLES ROAD AT SERVICE ROAD	US 421 / VERSAILLES ROAD AT EASTWOOD SHOPS ENTRANCE	US 421 / VERSAILLES ROAD AT MCDONALDS ENTRANCE	US 421 / VERSAILLES ROAD AT SUNSET DRIVE	US 421 / VERSAILLES ROAD AT CAR DEALERSHIP	US 421 / VERSAILLES ROAD SIDEWALKS				TOTAL
00389	CL3 ASPH SURF 0.38D PG76-22	TON	0.1	0.6	0.4														1.1	
01791	ADJUST MANHOLE FRAME TO GRADE	EACH		4	1										1				6	
01810	STANDARD CURB AND GUTTER	LF			39														39	
01812	REMOVE CURB AND GUTTER	LF			39														39	
01875	STANDARD HEADER CURB	LF	16	70										45					131	
01904	REMOVE CURB	LF	16	70															86	
02091	REMOVE PAVEMENT	SOYD	2	8	5	12				9				21					57	
02569	DEMOLIZATION	LS																	1	
02585	EDGE KEY	LF	16	76	41														133	
02650	MAINTAIN & CONTROL TRAFFIC	LS																	1	
02701	TEMP SILT FENCE	LF																	110	
02705	SILT TRAP TYPE C	EACH																	7	
02708	CLEAN SILT TRAP TYPE C	EACH																	7	
02720	SIDEWALK - 4 IN CONCRETE	SOYD	26	55	33	71	21	43	13	39	33	8	2	27	37	167			575	
02721	REMOVE CONCRETE SIDEWALK	SOYD	26	55	32	62	18	50	13	29	32	8	2	23	37	167			554	
02726	STAKING	LS																	1	
06542	PAVE STRIPING-THERMO-6 IN W	LF												34					34	
06565	PAVE MARKING-THERMO X-WALK-6 IN	LF												149					149	
06566	PAVE MARKING-THERMO X-WALK-12 IN	LF		272	135														407	
06568	PAVE MARKING-THERMO STOP BAR-24 IN	LF		18										3					21	
08100	CONCRETE-CLASS A	CUYD	0.5	2.3	1.3	2.3								11.0					17.4	
20550ND	SAWCUT PAVEMENT	LF	46	137	80	170	38	21	20	31	18	20	7	75	99	210			972	
22664EN	WATER BLASTING EXISTING STRIPE	LF		305	135									256					696	
23150E5505	DETECTABLE WARNINGS	SOFT	10	30	36	78	21	19	20	16	20	16		23					289	
23261EC	PAVE MARKING-THERMO X-WALK-24 IN	LF												180					180	

REVISION	DATE	DESCRIPTION
1	04/13/23	CL3 ASPH SURF 0.38B REVISED TO CL3 ASPH SURF 0.38D

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R3



SAWCUT PAVEMENT LENGTH (LF)
46

PAVEMENT CONSTRUCTION	
TYPE	QUANTITY
CONCRETE-CLASS A	0.5 CUYD
ASPHALT SURFACE	0.1 TON
EDGE KEY	16 LF

REMOVAL ITEMS	
TYPE	QUANTITY
SIDEWALK	26 SQYD
CURB	16 LF
PAVEMENT	2 SQYD

CURB CONSTRUCTION	
TYPE	LENGTH (LF)
STD. HEADER CURB	16

4" SIDEWALK CONSTRUCTION	
AREA (SQYD)	RAMP TYPE 4 (EACH)
26	1
	DETECTABLE WARNINGS (SQFT)
	10

POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
PC 0401	3961177.37	5172923.28	505.45	505.45
0402	3961176.50	5172928.05	505.50	505.08
			505.50	505.58
0403	3961176.43	5172933.10	505.52	505.13
			505.52	505.63
PT 0404	3961177.25	5172938.84	505.65	505.59
PC 0405	3961166.74	5172939.14	504.91	504.91
			505.40	505.40
0406	3961166.64	5172933.14	504.95	504.95
0407	3961166.67	5172927.89	504.91	504.91
PT 0408	3961166.80	5172922.89	504.86	504.86
			505.28	505.28
409	3961177.99	5172949.66	505.73	505.73
410	3961167.67	5172944.26	505.50	505.50



SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
WEST BROADWAY ST AT HIGH ST

COUNTY OF	FRANKLIN
ITEM NO.	5-585
SHEET NO.	R4

REMOVAL ITEMS	TYPE	QUANTITY
CURB		34 LF
PAVEMENT		4 SQYD
PAVEMENT		4 SQYD

PAVEMENT CONSTRUCTION	TYPE	QUANTITY
CONCRETE-CLASS A		1.1 CUYD
ASPHALT SURFACE		0.3 TON
EDGE KEY		37 LF

SAWCUT PAVEMENT	LENGTH (LF)
	65



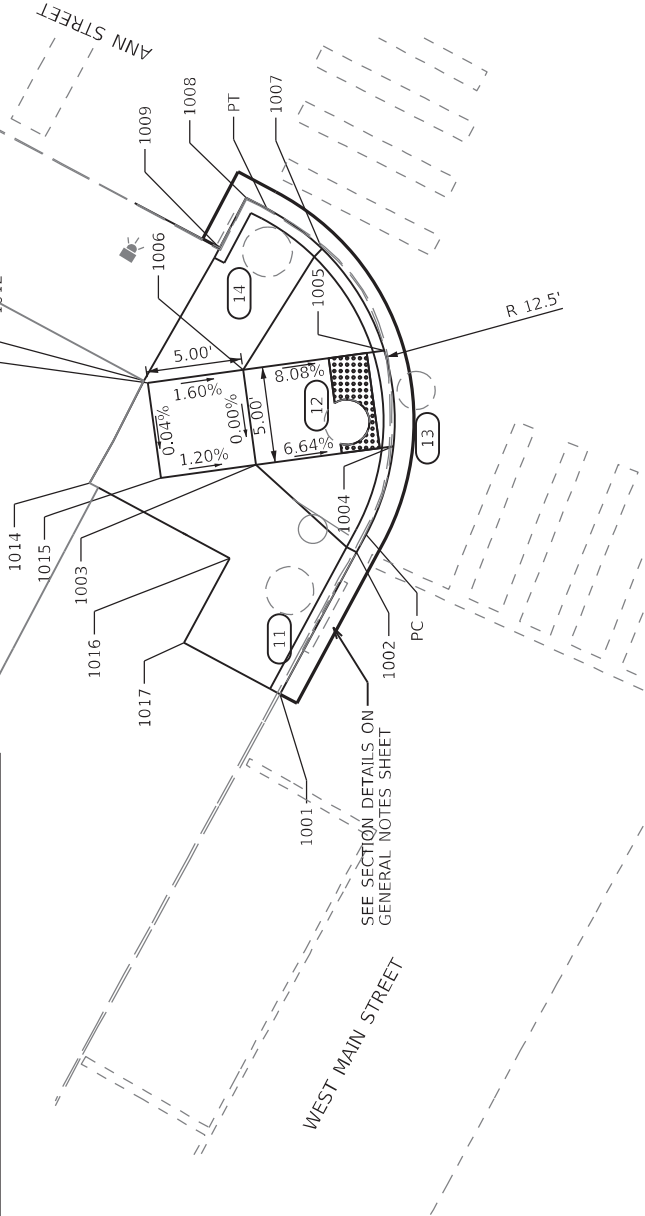
NOTE:  
PAINT NEW CURB YELLOW WHERE EXISTING CURB IS YELLOW. THE COST IS CONSIDERED INCIDENTAL.  
ADJUST EXISTING SIGN AS NEEDED. THE COST IS CONSIDERED INCIDENTAL.

POINTS	NORTHING	EASTING	ELEVATIONS	
			EXISTING	PROPOSED
1001	3960958.23	5172255.17	514.21	514.21
			514.75	514.75
1002	3960954.24	5172262.56	514.27	514.27
			514.82	514.77
1003	3960959.48	5172267.12	514.89	514.93
1004	3960952.31	5172268.10	514.45	514.45
1005	3960952.79	5172273.08	514.39	514.39
1006	3960960.15	5172272.08	514.93	514.93
1007	3960956.03	5172278.39	514.45	514.45
			514.86	514.95
1008	3960959.99	5172281.05	514.54	514.54
			514.97	516.04
1009	3960961.37	5172278.44	514.43	514.43
			515.02	515.02
1012	3960965.33	5172271.52	515.01	515.01
1013	3960965.11	5172271.40	515.01	515.01
1014	3960968.16	5172266.19	515.02	515.02
1015	3960964.43	5172266.44	515.03	514.99
1016	3960960.85	5172262.26	514.94	514.94
1017	3960963.22	5172257.85	514.88	514.88
PC	3960953.74	5172263.49	514.30	514.30
PT	3960958.91	5172280.48	514.81	514.41
			514.53	514.53
			514.96	515.03

STRUCTURE ADJUSTMENT		
STRUCTURE NOS.	TYPE	QUANTITY
11, 12, 13 & 14	ADJUST MANHOLE FRAME TO GRADE	4

4" SIDEWALK CONSTRUCTION		
AREA (SQYD)	RAMP TYPE 2 (EACH)	DETECTABLE TYPE 2 WARNINGS (SQFT)
25	1	10

CURB CONSTRUCTION		
TYPE	LENGTH (LF)	
STD. HEADER CURB	34	

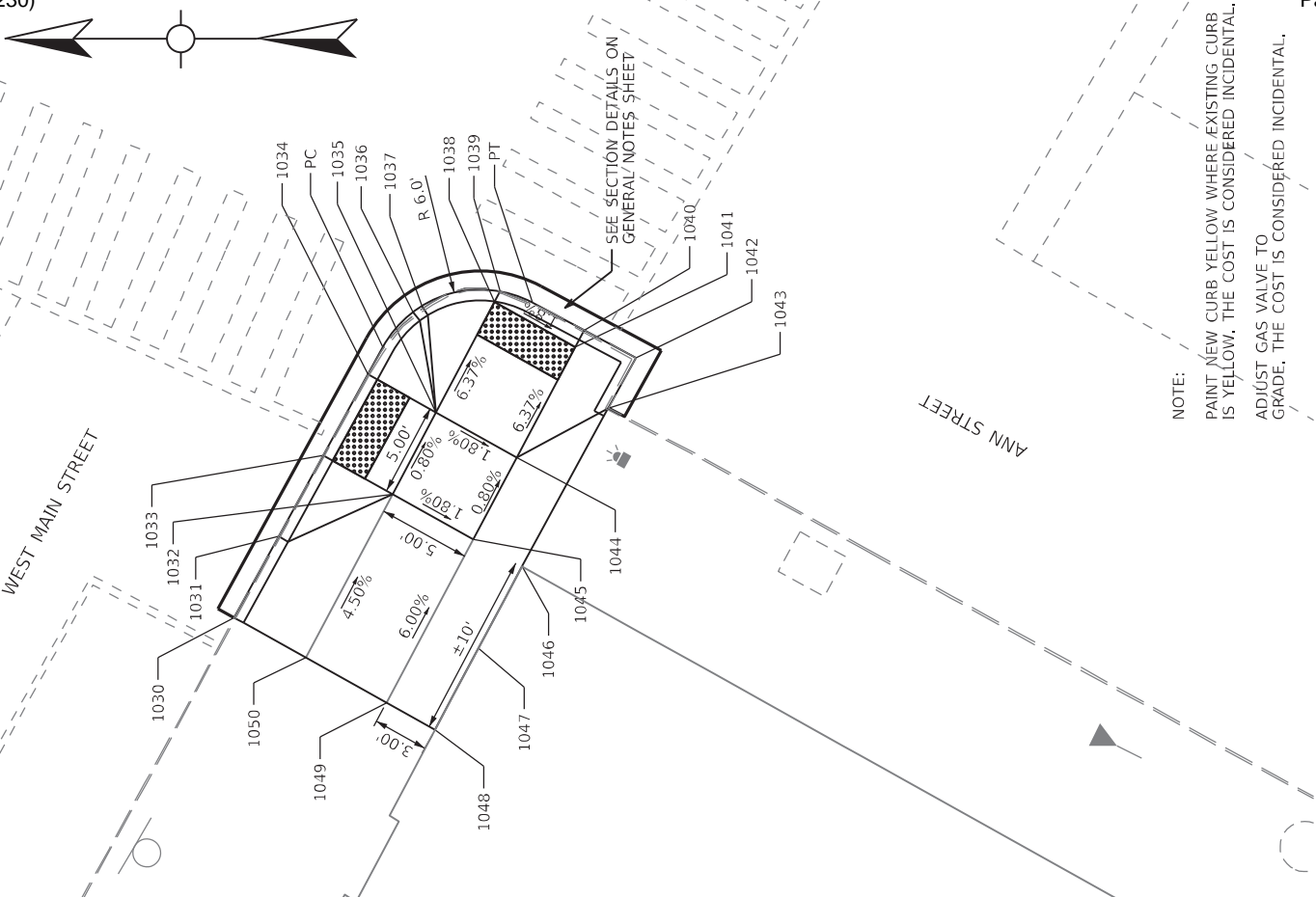


SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
W MAIN ST AT ANN ST



COUNTY OF	FRANKLIN	ITEM NO.	5-585	SHEET NO.	R5
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NOTE:  
PAINT NEW CURB YELLOW WHERE EXISTING CURB IS YELLOW. THE COST IS CONSIDERED INCIDENTAL.  
ADJUST GAS VALVE TO GRADE. THE COST IS CONSIDERED INCIDENTAL.

SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
W MAIN ST AT ANN ST

POINT	NORTHING	EASTING	ELEVATIONS	
			EXISTING	PROPOSED
1030	3960924.64	5172236.71	514.27	514.27
			514.71	514.71
1031	3960922.23	5172241.09	514.22	514.22
			514.66	514.72
1032	3960916.08	5172243.38	514.51	514.32
1033	3960919.83	5172245.47	514.25	514.25
1034	3960917.42	5172249.85	514.23	514.23
1035	3960913.74	5172247.80	514.56	514.28
1036	3960914.97	5172253.22	514.17	514.17
			514.45	514.49
1037	3960914.49	5172253.55	514.13	514.13
			514.33	514.45
1038	3960910.58	5172253.76	513.92	513.85
1039	3960910.27	5172254.34	513.84	513.84
1040	3960905.73	5172252.23	513.69	513.69
1041	3960906.21	5172251.32	514.08	513.76
1042	3960902.93	5172250.74	513.56	513.56
			513.97	513.78
1043	3960904.43	5172248.04	513.55	513.55
			514.02	514.02
1044	3960909.37	5172245.36	514.23	514.19
1045	3960911.72	5172240.94	514.36	514.23
1046	3960909.10	5172239.48	514.24	514.24
1047	3960911.44	5172235.05	514.59	514.59
1048	3960913.78	5172230.64	514.86	514.86
1049	3960916.40	5172232.10	514.83	514.83
1050	3960920.77	5172234.54	514.77	514.77
PC	3960916.61	5172251.33	514.20	514.20
			514.56	514.34
PT	3960908.52	5172253.73	513.79	513.79

SAWCUT PAVEMENT	
TYPE	LENGTH (LF)
	72

4" SIDEWALK CONSTRUCTION		
AREA (SQYD)	RAMP TYPE 1 (EACH)	DETECTABLE TYPE 1 WARNINGS (SQFT)
30	2	20

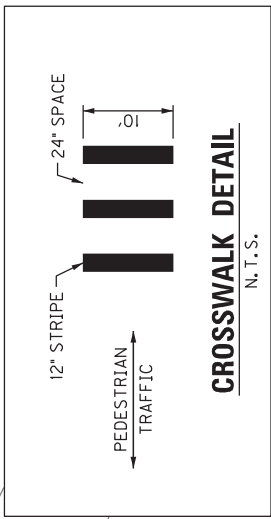
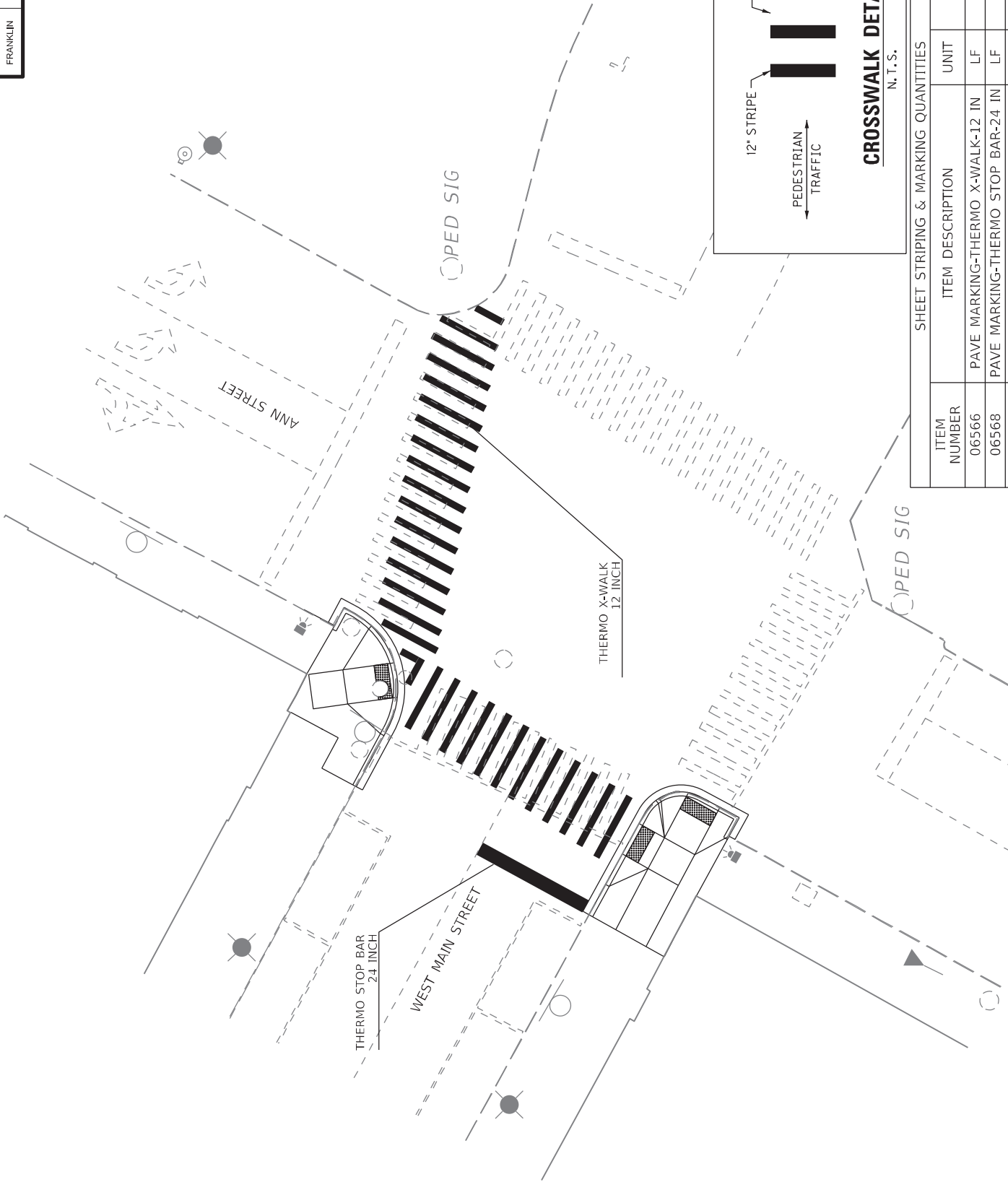
PAVEMENT CONSTRUCTION	
TYPE	QUANTITY
CONCRETE-CLASS A	1.2 CUYD
ASPHALT SURFACE	0.3 TON
EDGE KEY	39 LF

CURB CONSTRUCTION	
TYPE	LENGTH (LF)
STD. HEADER CURB	36

REMOVAL ITEMS	
TYPE	QUANTITY
CURB	36 LF
SIDEWALK	30 SQYD
PAVEMENT	4 SQYD



COUNTY OF	SHEET NO.	ITEM NO.
FRANKLIN	5-585	R6



SHEET STRIPING & MARKING QUANTITIES			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
06566	PAVE MARKING-THERMO X-WALK-12 IN	LF	280
06568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	18
22664EN	WATER BLASTING EXISTING STRIPE	LF	305

SCALE: 1"=20'

STATEWIDE ADA STRIPING PLANS  
W MAIN ST AT ANN ST



REMOVAL ITEMS

TYPE	QUANTITY
SIDEWALK	18 SQYD
CURB & GUTTER	11 LF
PAVEMENT	1 SQYD

SAWCUT PAVEMENT

LENGTH (LF)
33

PAVEMENT CONSTRUCTION

TYPE	QUANTITY
CONCRETE-CLASS A	0.4 CUYD
ASPHALT SURFACE	0.1 TON
EDGE KEY	12 LF

CURB CONSTRUCTION

TYPE	LENGTH (LF)
STD. CURB & GUTTER	11

4" SIDEWALK CONSTRUCTION

AREA (SQYD)	RAMP TYPE 4 (EACH)	DETECTABLE WARNINGS (SQFT)
18	2	25

NOTE:  
APPROXIMATELY 8 SQYD WILL REQUIRE REGRADING, CLEAN  
FILL MATERIAL AND SEEDING AND PROTECTION, INITIAL  
FERTILIZER AND MAINTENANCE FERTILIZER PER KYTC  
STANDARD SPECIFICATIONS. THE COST TO PERFORM THIS  
WORK IS CONSIDERED INCIDENTAL.

COUNTY OF  
FRANKLIN

ITEM NO.  
5-585

SHEET NO.  
R7

US HIGHWAY 127 /  
LAWRENCEBURG ROAD

WESTRIDGE DRIVE

SEE SECTION DETAILS ON  
GENERAL NOTES SHEET

POINT	NORTHING	EASTING	ELEVATION		POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED				EXISTING	PROPOSED
0301	3948631.43	5166644.75	797.60	797.60	0311	3948622.37	5166670.85	796.16	796.16
0302	3948633.13	5166647.22	797.66	797.50				796.32	796.66
0303	3948630.66	5166648.92	797.50	797.40	0312	3948622.13	5166667.86	796.30	796.30
0304	3948632.34	5166651.45	797.43	797.37				796.74	796.77
PC 0305	3948630.33	5166657.10	796.98	797.25	0313	3948624.93	5166670.54	796.51	796.21
0306	3948629.11	5166661.77	796.76	796.72				796.51	796.21
			796.76	796.72	PT 0314	3948626.56	5166655.76	797.08	797.33
0307	3948628.90	5166670.06	796.54	796.21	0315	3948627.40	5166653.41	797.19	797.30
PT 0308	3948630.15	5166675.59	796.42	796.17	0316	3948625.10	5166651.42	797.25	797.25
			796.42	796.40	0317	3948631.17	5166654.75	797.25	797.30
PC 0309	3948626.35	5166676.85	796.44	796.09	0318	3948628.72	5166667.87	796.60	796.23
			796.44	796.43				796.60	796.59
0310	3948623.90	5166677.67	795.97	795.97	0319	3948624.72	5166668.05	796.64	796.25
			796.37	796.47	0320	3948624.09	5166678.22	795.95	795.95
								796.33	796.33

0'10'20'40'

SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
US127 / LAWRENCEBURG RD AT WESTRIDGE DR

COUNTY OF	FRANKLIN	SHEET NO.	R8
ITEM NO.	5-585		

POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0312	3948545.69	5166705.57	793.28	793.28
			793.73	793.73
0313	3948554.15	5166706.77	793.69	793.69
			794.11	794.11
0314	3948558.61	5166708.10	793.81	793.81
0315	3948563.97	5166710.40	793.90	793.90
0316	3948570.59	5166714.51	794.09	794.09
			794.39	794.39
0317	3948564.84	5166719.46	794.44	794.44
0318	3948560.90	5166716.40	794.11	794.03
0319	3948556.42	5166714.19	794.00	793.93
0320	3948552.67	5166712.78	793.86	794.20
0321	3948545.51	5166710.09	793.73	793.73
0322	3948553.06	5166711.22	794.17	794.17
PT 0323	3948556.42	5166714.19	793.93	793.93

REMOVAL ITEMS	
TYPE	QUANTITY
CURB & GUTTER	28 LF
SIDEWALK	14 SQYD
PAVEMENT	4 SQYD

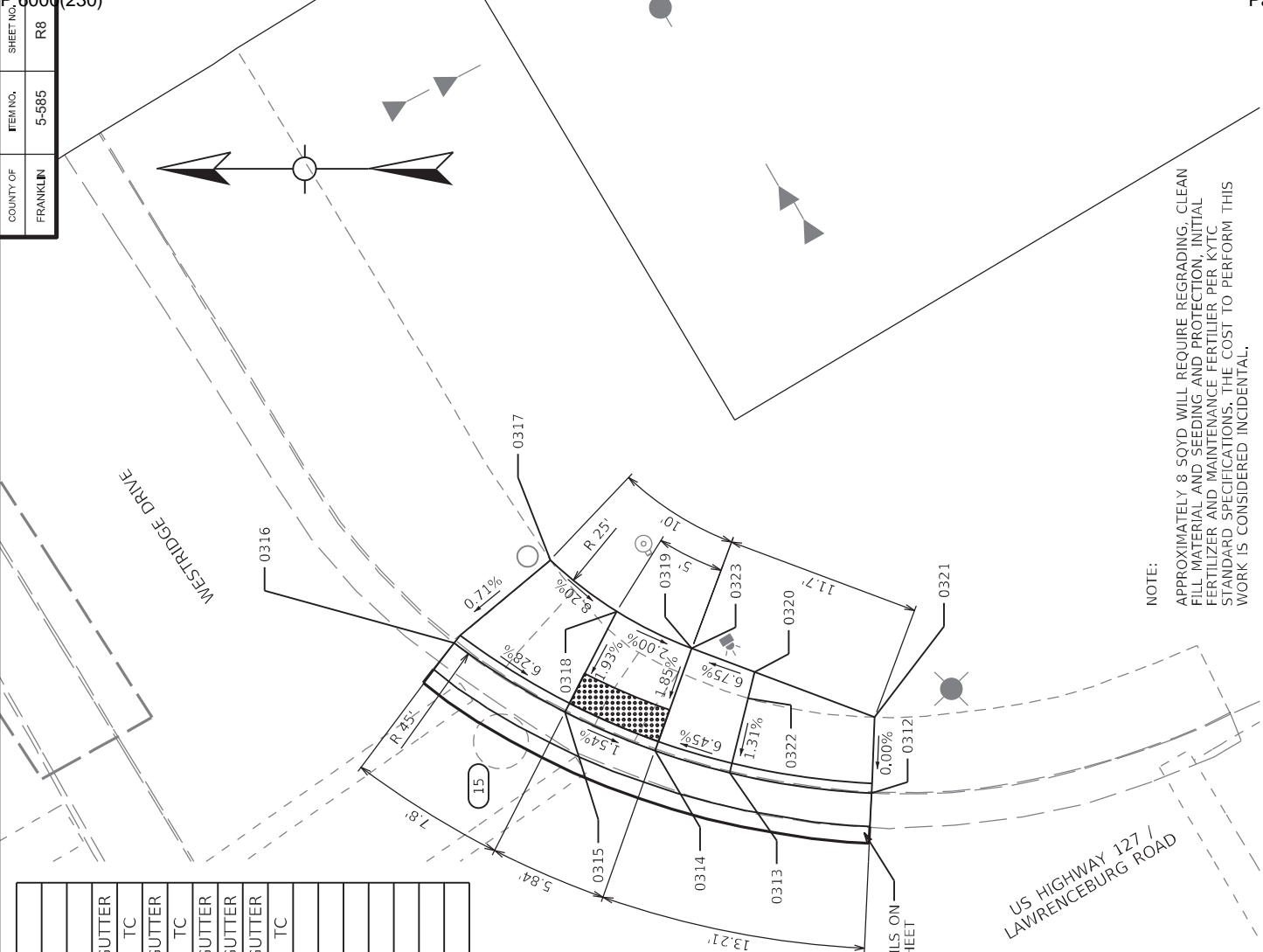
SAWCUT PAVEMENT	
LENGTH (LF)	47

CURB CONSTRUCTION	
TYPE	LENGTH (LF)
STD. CURB & GUTTER	28

PAVEMENT CONSTRUCTION	
TYPE	QUANTITY
CONCRETE-CLASS A	0.9 CUYD
ASPHALT SURFACE	0.3 TON
EDGE KEY	29 LF

4" SIDEWALK CONSTRUCTION		
AREA (SQYD)	RAMP TYPE 4 (EACH)	DETECTABLE WARNINGS (SQFT)
15	1	11

STRUCTURE ADJUSTMENT		
STRUCTURE NOS.	TYPE	QUANTITY
15	ADJUST MANHOLE FRAME TO GRADE	1

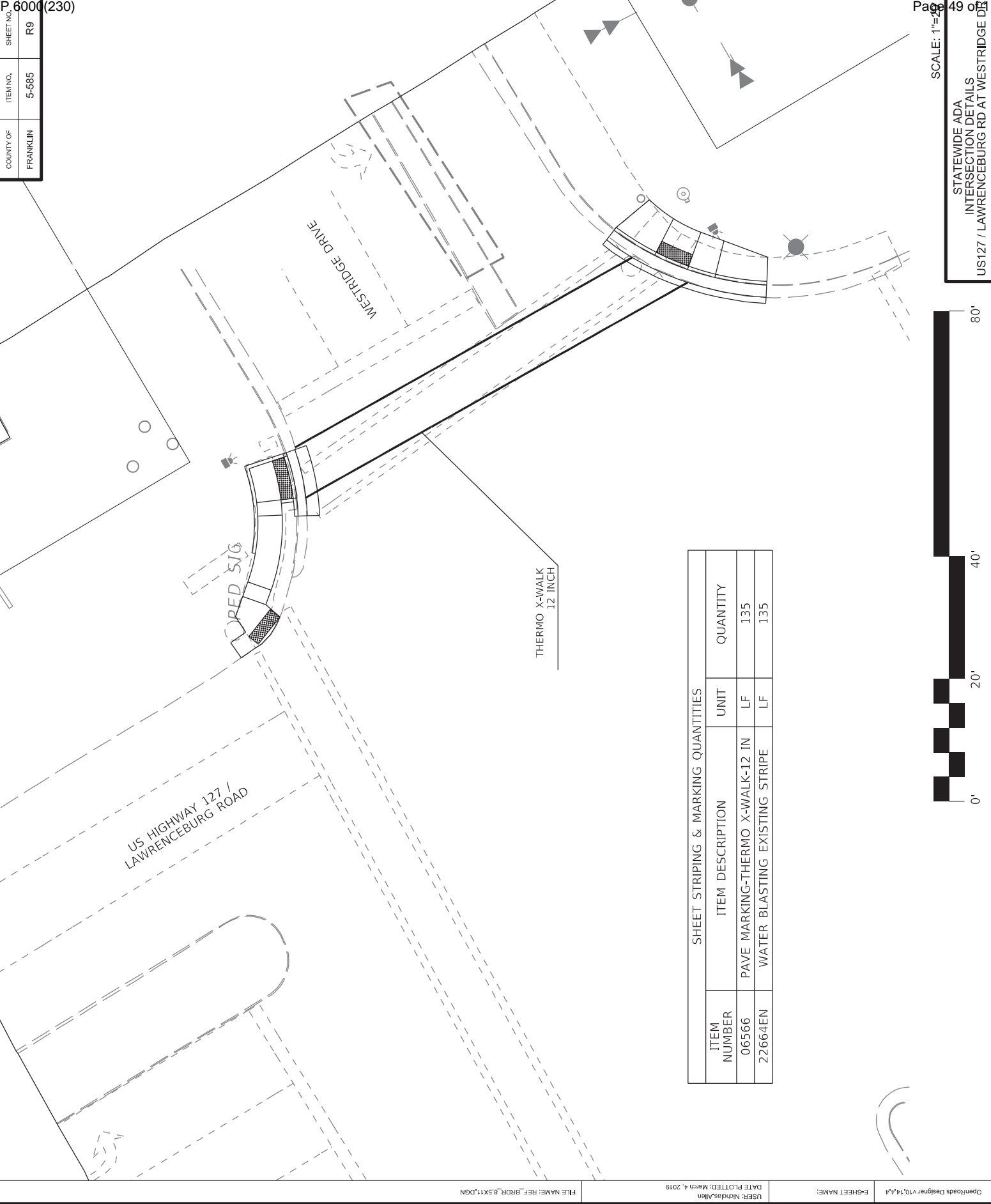


SCALE: 1"=40'

STATEWIDE ADA INTERSECTION DETAILS

US127 / LAWRENCEBURG RD AT WESTRIDGE DR

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R9



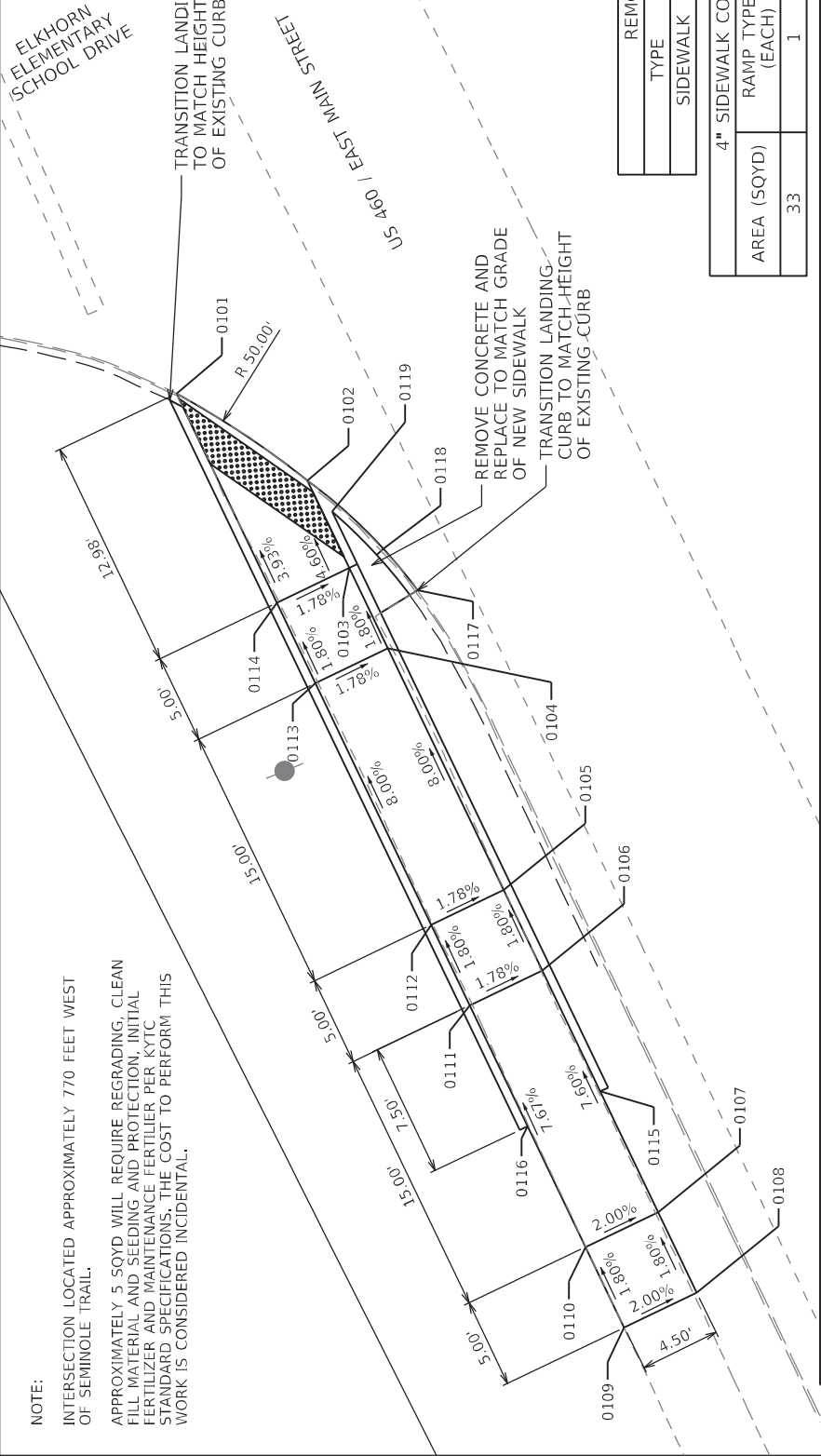
SHEET STRIPING & MARKING QUANTITIES		
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY
06566	PAVE MARKING-THERMO X-WALK-12 IN	135
22664EN	WATER BLASTING EXISTING STRIPE	135

SCALE: 1"=20'

STATEWIDE ADA  
INTERSECTION DETAILS  
US127 / LAWRENCEBURG RD AT WESTRIDGE DR



COUNTY OF	FRANKLIN	SHEET NO.	R10
ITEM NO.	5-585		



POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	ELEVATION	
						EXISTING	PROPOSED
0101	3964211.90	5184322.29	0112	3964200.23	5184291.44	BC	774.74
0102	3964205.02	5184316.82	0113	3964205.54	5184305.47	TC	774.74
0103	3964203.10	5184311.74	0114	3964207.30	5184310.15	BC	773.96
0104	3964201.33	5184307.07	0115	3964191.60	5184281.34	TC	773.58
0105	3964196.02	5184293.04	0116	3964195.80	5184279.75	BC	775.13
0106	3964194.25	5184288.36	0117	3964199.39	5184310.16	TC	775.24
0107	3964188.94	5184274.33	0118	3964201.11	5184312.65	BC	773.15
0108	3964187.17	5184269.65	0119	3964203.78	5184314.96	TC	773.64
0109	3964191.38	5184268.06	0120	3964205.54	5184305.47	BC	773.02
0110	3964193.15	5184272.74	0121	3964207.30	5184310.15	TC	773.37
0111	3964198.46	5184286.77	0122	3964209.11	5184312.65	BC	773.01
			0123	3964211.90	5184322.29	TC	773.28

DATE PLOTTED: March 4, 2019

USER: Nicholas, J

FILE NAME: REF\_BROD\_85X11.DGN

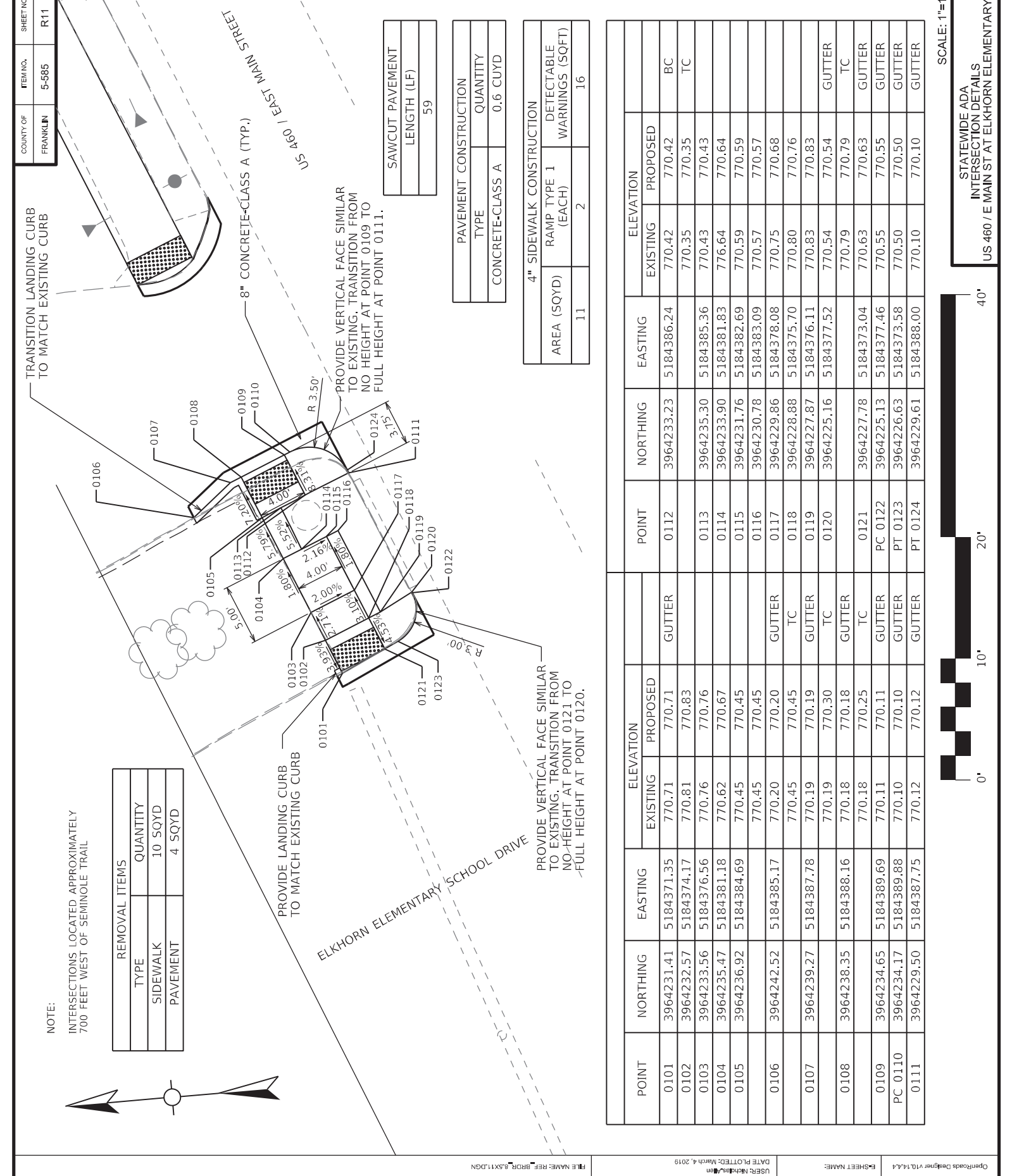
ESHEET NAME: v10.14.4

Scale: 1"=40'

STATEWIDE ADA INTERSECTION DETAILS

US 460 / E MAIN ST AT ELKHORN ELEMENTARY



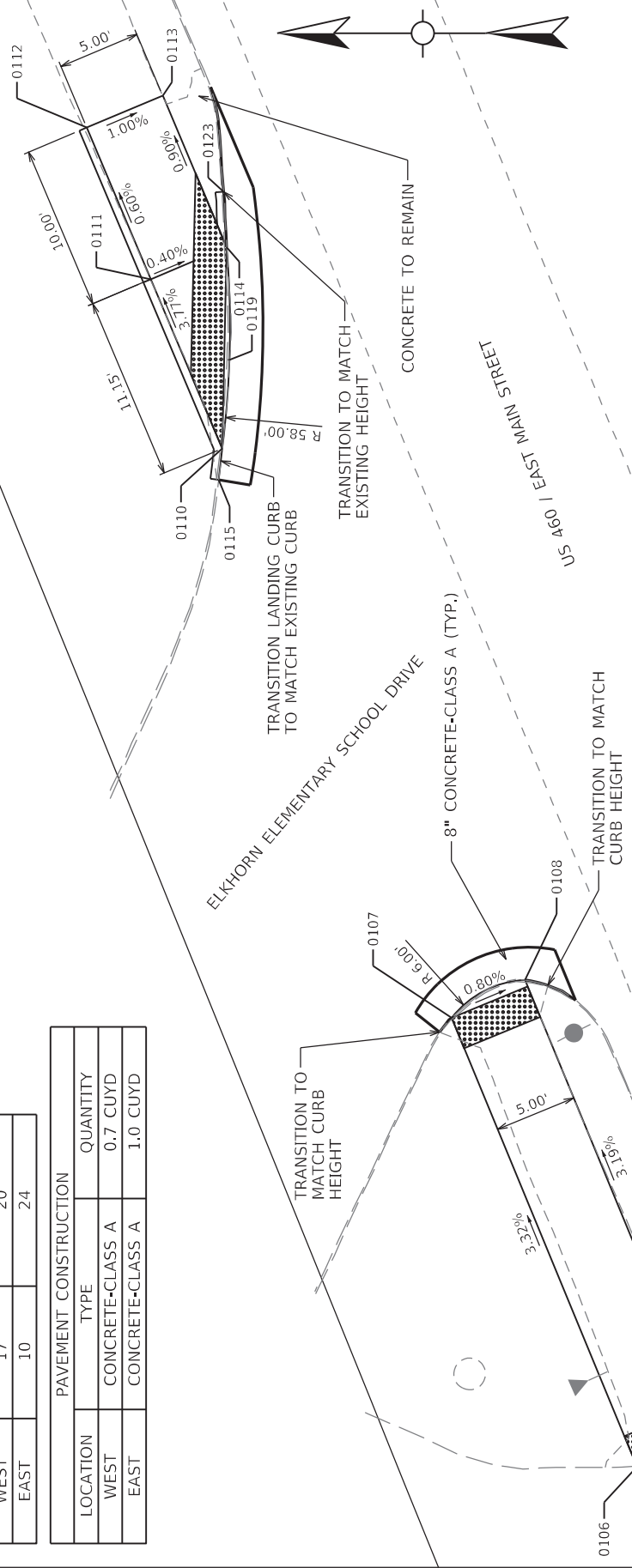


4" SIDEWALK CONSTRUCTION		
LOCATION	AREA (SQYD)	DETECTABLE WARNINGS (SQFT)
WEST	17	20
EAST	10	24

PAVEMENT CONSTRUCTION		
LOCATION	TYPE	QUANTITY
WEST	CONCRETE-CLASS A	0.7 CUYD
EAST	CONCRETE-CLASS A	1.0 CUYD

COUNTY OF	FRANKLIN	ITEM NO.	5-585	SHEET NO.	R12
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NOTE:  
INTERSECTIONS LOCATED APPROXIMATELY  
625 FEET WEST OF SEMINOLE TRAIL



POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
106	3964245.48	5184404.66	769.35	769.35
107	3964256.73	5184432.27	768.37	768.37
108	3964252.27	5184434.20	768.32	768.32
109	3964240.77	5184406.36	769.28	769.28
110	3964270.64	5184466.50	766.86	766.86
111	3964274.98	5184476.77	766.59	766.44
112	3964278.87	5184485.98	766.62	766.62
113	3964274.26	5184487.93	766.36	766.38
114	3964270.37	5184478.71	766.35	766.42
115	3964270.86	5184464.59	766.87	766.87
119	3964270.20	5184471.87	767.25	767.25
123	3964270.56	5184482.10	766.63	766.67
			766.18	766.18
			766.39	766.39
			TC	TC
			BC	BC
			TC	TC
			BC	BC
			TC	TC
			GUTTER	GUTTER
			TC	TC
			GUTTER	GUTTER
			TC	TC
			GUTTER	GUTTER
			TC	TC

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
WEST	SIDEWALK	15 SQYD
EAST	SIDEWALK	9 SQYD
WEST	PAVEMENT	3 SQYD
EAST	PAVEMENT	5 SQYD

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
WEST	35
EAST	52



SCALE: 1"=40'



NOTE: APPROXIMATELY 12 SOYD WILL REQUIRE REGRADING, CLEAN FILL, MATERIAL AND SEEDING AND PROTECTION, INITIAL FERTILIZER AND MAINTENANCE FERTILIZER PER KYC STANDARD SPECIFICATIONS. THE COST TO PERFORM THIS WORK IS CONSIDERED INCIDENTAL.

INTERSECTION LOCATED APPROXIMATELY 420 FEET EAST OF HIAWATHA TRAIL.

FILE NAME: REF BRDR 8.5X11.DGN

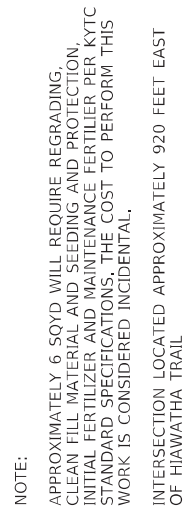
DATE PLOTTED: March 4, 2019

4.	E-SHEET NAME:
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STATEWIDE ADA  
INTERSECTION DETAILS

REMOVAL ITEMS	
TYPE	QUANTITY
SIDEWALK	11 SQYD

STATEWIDE ADA  
INTERSECTION DETAILS  
US 460 / E MAIN ST AT FRANKLIN HIGH SCHOOL



POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0101	3965246.41	5186727.92	758.80	758.80
0102	3965250.91	5186737.96	758.72	758.72
0103	3965254.70	5186746.43	758.54	758.30
0104	3965256.22	5186749.82	758.14	758.14
0105	3965250.59	5186748.27	758.25	758.25
0106	3965246.80	5186739.80	758.67	758.67
0107	3965242.31	5186729.76	758.74	758.74



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R15

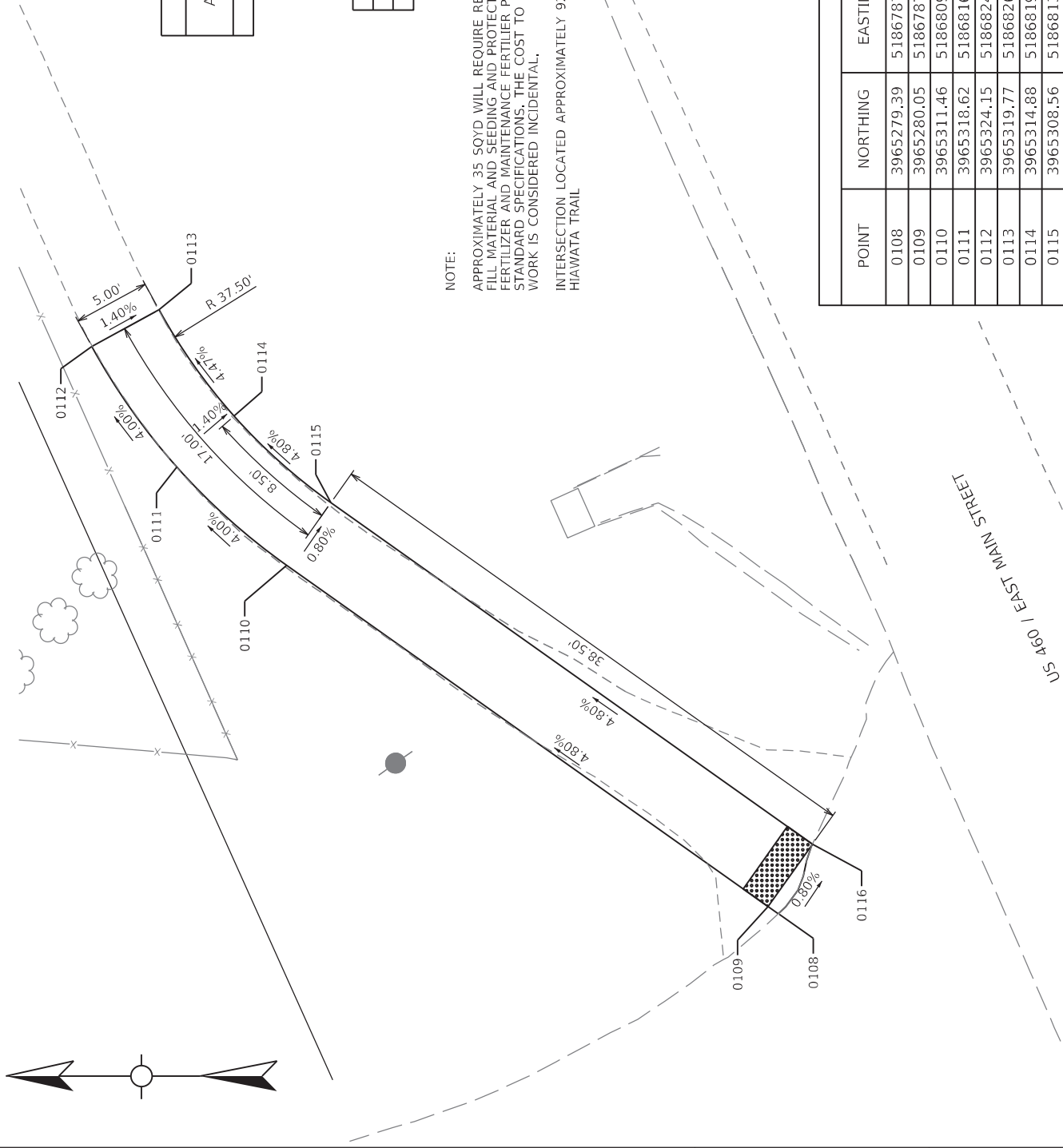
4" SIDEWALK CONSTRUCTION	
AREA (SQYD)	DETECTABLE WARNINGS (SQFT)
32	10

SAWCUT PAVEMENT LENGTH (LF)
10

REMOVAL ITEMS	
TYPE	QUANTITY
SIDEWALK	39 SQYD

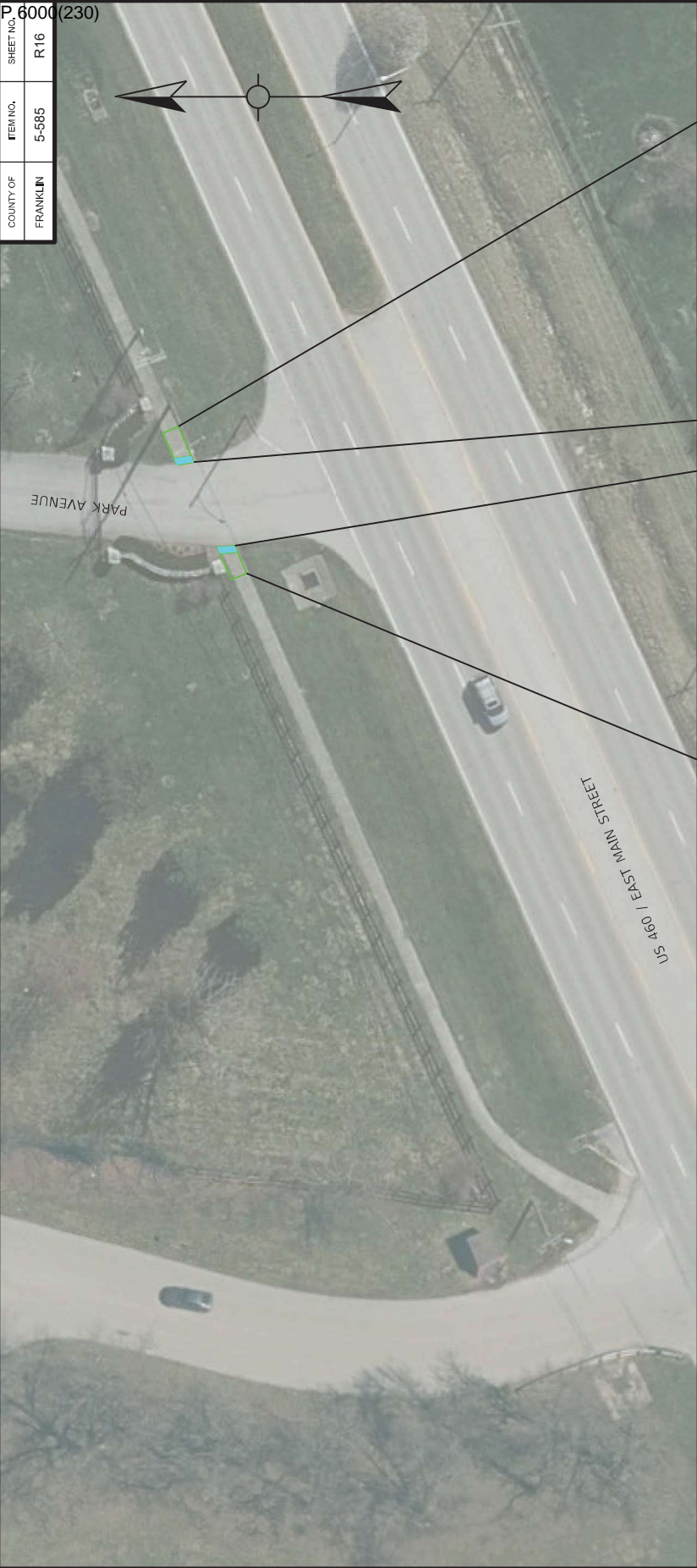
NOTE:  
APPROXIMATELY 35 SQYD WILL REQUIRE REGRADING, CLEAN FILL MATERIAL AND SEEDING AND PROTECTION, INITIAL FERTILIZER AND MAINTENANCE FERTILIZER PER KYTC STANDARD SPECIFICATIONS. THE COST TO PERFORM THIS WORK IS CONSIDERED INCIDENTAL.  
INTERSECTION LOCATED APPROXIMATELY 920 FEET EAST-OF HIAWATA TRAIL

POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0108	3965279.39	5186787.01	757.40	757.40
0109	3965280.05	5186787.48	757.29	757.45
0110	3965311.46	5186809.75	755.27	755.60
0111	3965318.62	5186816.16	754.96	755.22
0112	3965324.15	5186824.02	754.83	754.83
0113	3965319.77	5186826.42	754.76	754.76
0114	3965314.88	5186819.49	754.90	755.15
0115	3965308.56	5186813.83	755.19	755.56
0116	3965277.16	5186791.55	757.41	757.41



SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
US 460 / E MAIN ST AT FRANKLIN HIGH SCHOOL



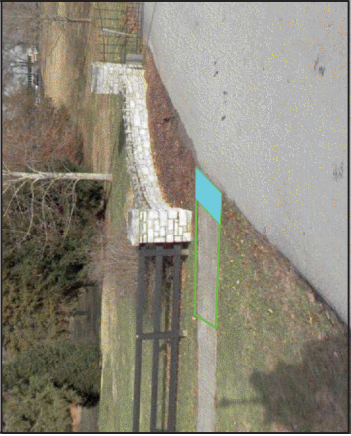
NOTE:  
INTERSECTION LOCATED  
APPROXIMATELY 1500 FEET WEST OF  
STEADMANTOWN LANE.

NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.

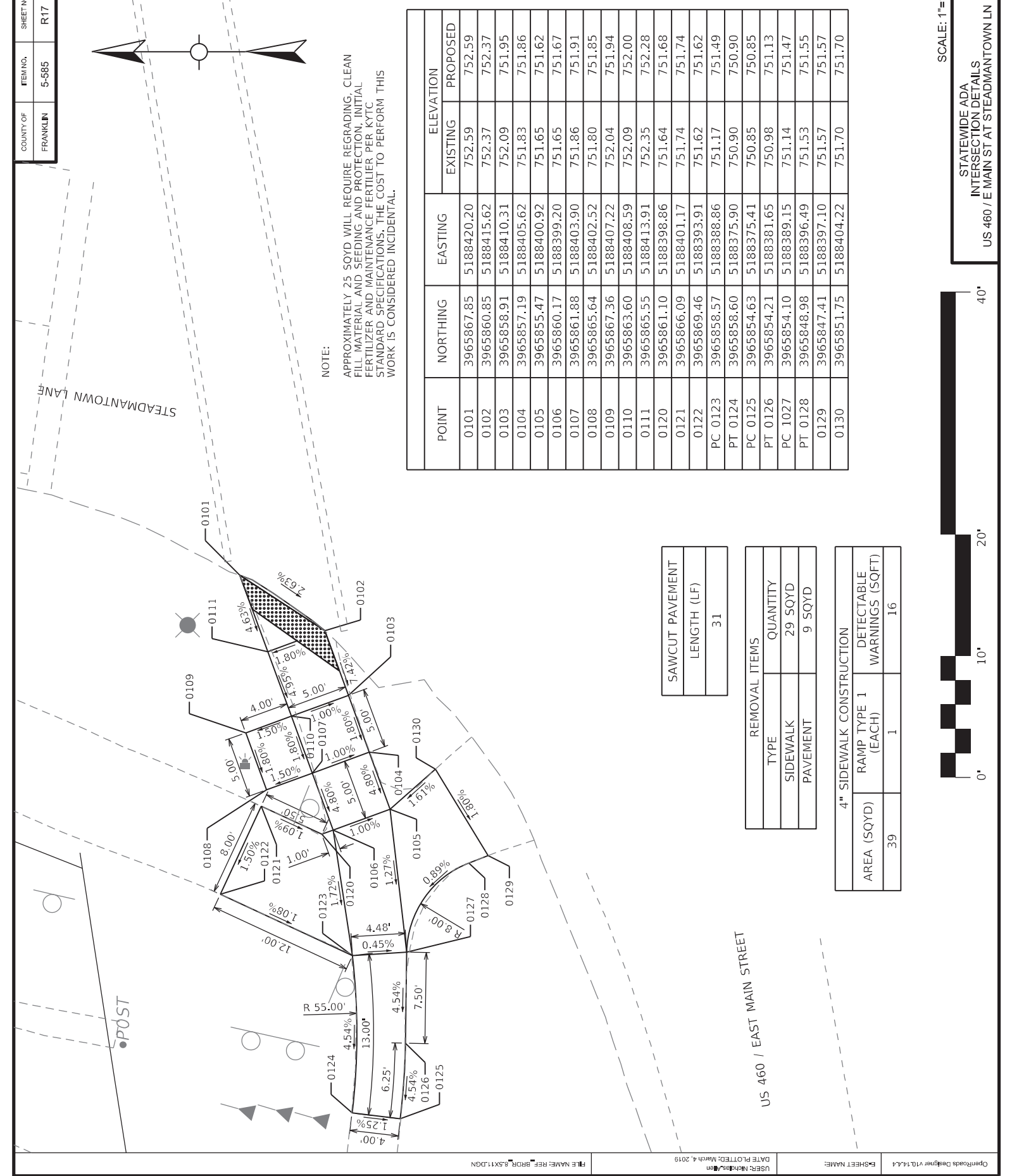
REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
WEST	SIDEWALK	6 SQYD
EAST	SIDEWALK	7 SQYD

4" SIDEWALK CONSTRUCTION		
LOCATION	AREA (SQYD)	DETECTABLE WARNINGS (SQFT)
WEST	6	10
EAST	7	10

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
WEST	10
EAST	10



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R16





COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R18

4" SIDEWALK CONSTRUCTION		
AREA (SQYD)	RAMP TYPE 1 (EACH)	DETECTABLE WARNINGS (SQFT)
33	1	20

REMOVAL ITEMS	
TYPE	QUANTITY
SIDEWALK	32 SQYD

SAWCUT PAVEMENT	
LENGTH (LF)	
18	

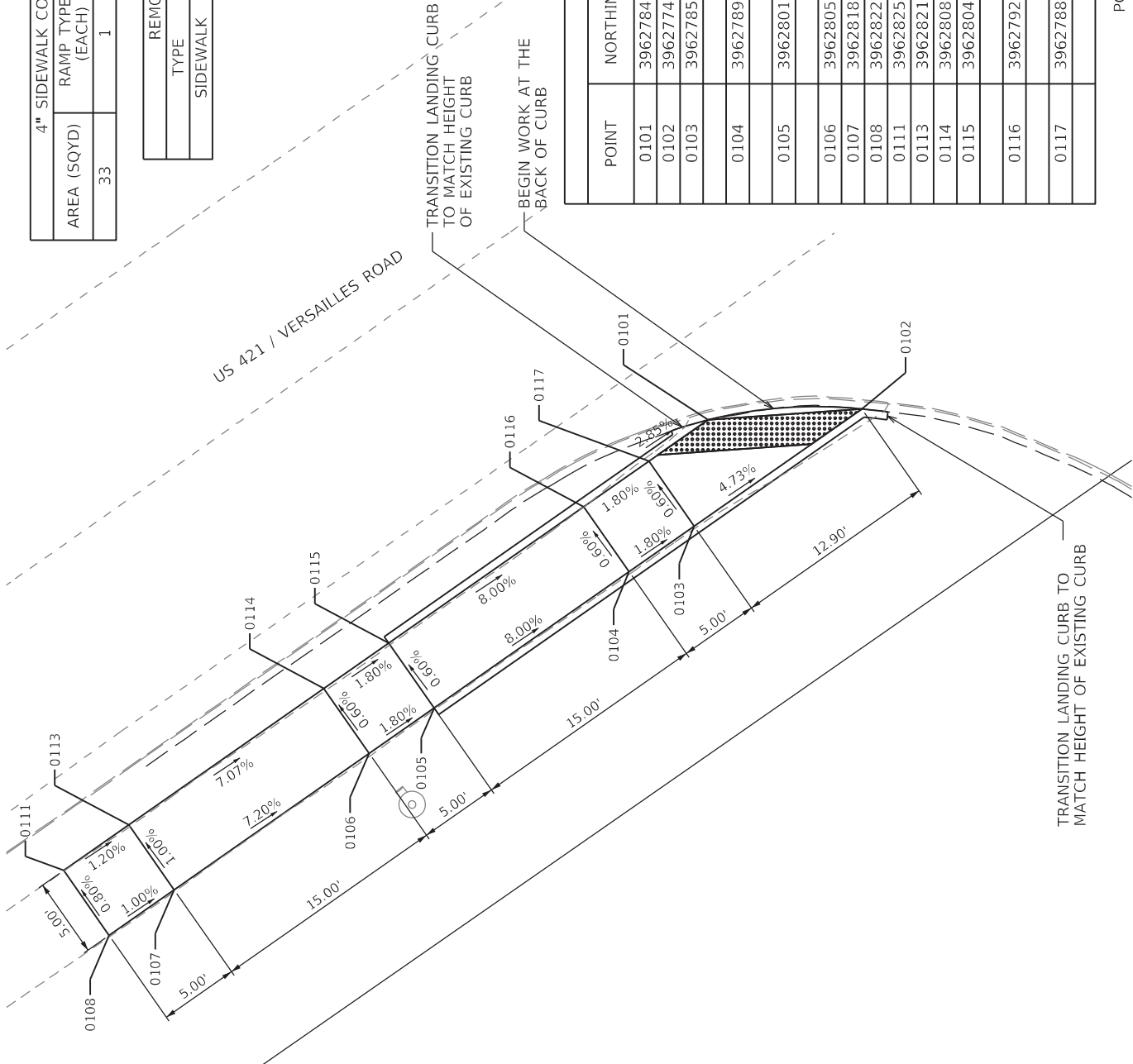


NOTE:

INTERSECTION LOCATED APPROXIMATELY 730 FEET NORTHWEST OF LYONS DRIVE.  
APPROXIMATELY 10 SOYD WILL REQUIRE REGRADEING, CLEAN FILL MATERIAL AND SEEDING AND PROTECTION, INITIAL FERTILIZER AND MAINTENANCE FERTILIZER PER KYTC STANDARD SPECIFICATIONS. THE COST TO PERFORM THIS WORK IS CONSIDERED INCIDENTAL.

POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0101	3962784.53	5184578.33	785.38	785.38
0102	3962774.84	5184579.00	784.93	784.93
0103	3962785.41	5184571.61	786.13	785.54 BC
			786.13	786.13 TC
0104	3962789.50	5184568.74	786.41	785.63 BC
			786.41	786.41 TC
0105	3962801.79	5184560.15	786.95	786.83 BC
			786.95	786.83 TC
0106	3962805.89	5184557.28	787.09	786.92
0107	3962818.18	5184548.68	787.87	788.00
0108	3962822.28	5184545.82	788.05	788.05
0111	3962825.15	5184549.91	788.01	788.01
0113	3962821.05	5184552.78	787.85	787.95
0114	3962808.76	5184561.38	787.15	786.89
0115	3962804.66	5184564.24	787.01	786.80 BC
			787.01	786.80 TC
0116	3962792.37	5184572.84	786.34	785.60 BC
			786.34	786.34 TC
0117	3962788.27	5184575.71	785.99	785.51 BC
			785.99	785.99 TC

POINTS 0109, 0110, AND 0112 NOT USED



SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
US 421 / VERSAILLES RD AT SERVICE ROAD

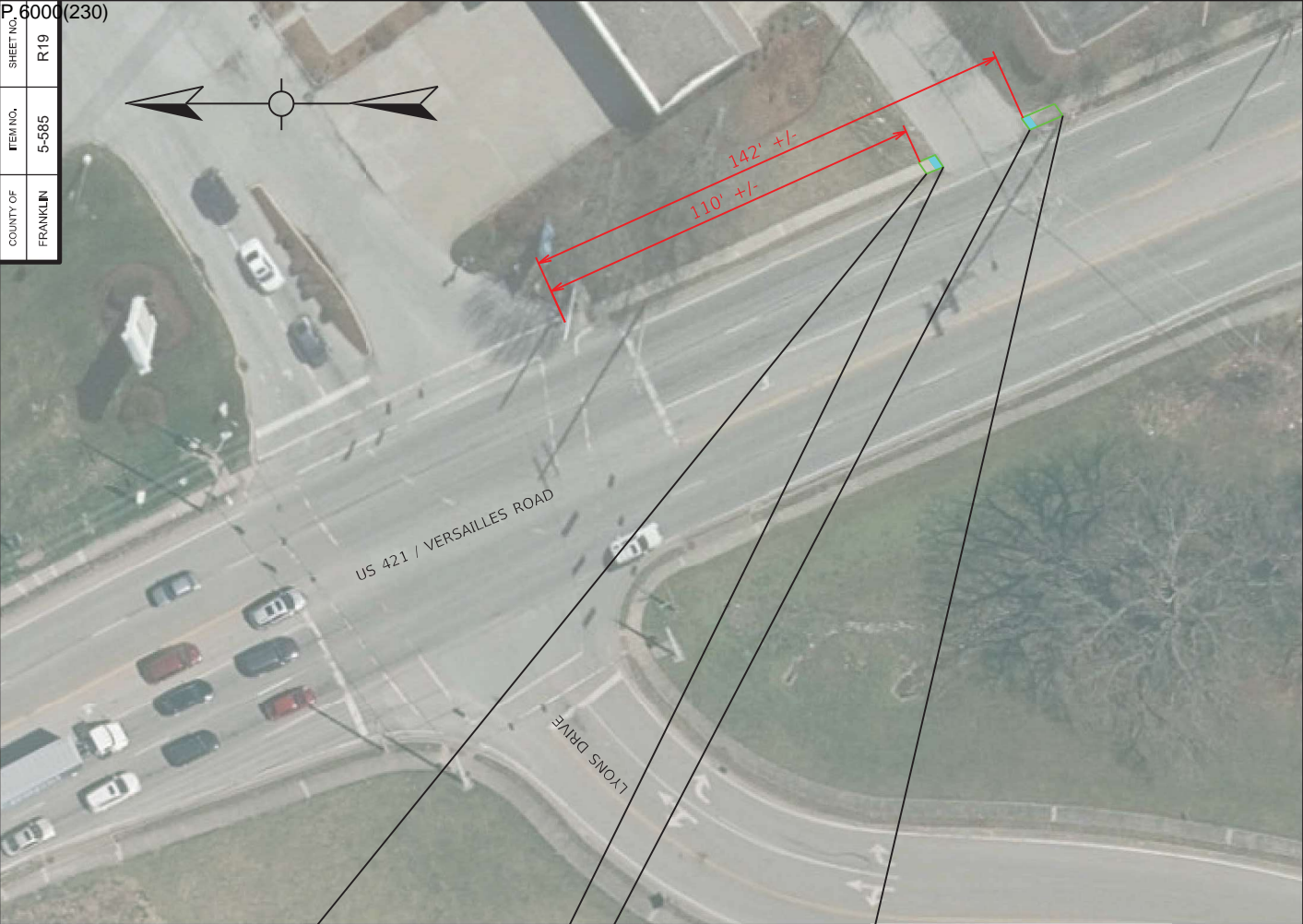
FILE NAME: REF\_BROD\_85X11.DGN

DATE PLOTTED: March 4, 2019  
USER: Nicholas

ESHEET NAME:

OpenRoads Designer v10.14.1.4

SHEET NO.	R19
ITEM NO.	5-585
COUNTY OF	FRANKLIN



SCALE: 1"=50'  
STATEWIDE ADA  
INTERSECTION DETAILS  
VERSAILLES RD AT LYONS DR



NOTE:

NEW CONCRETE WILL MATCH EXISTING  
LONGITUDINAL SLOPES AND CROSS  
SLOPES.

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
110'	SIDEWALK	3 SQYD
142'	SIDEWALK	5 SQYD

4" SIDEWALK CONSTRUCTION		
LOCATION	AREA (SQYD)	DETECTABLE WARNINGS (SQFT)
110'	3	8
142'	5	8

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
110'	10
142'	10



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R20

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
277'	SIDEWALK	2 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
277'	2

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
277'	7

NOTE:  
THE COST TO REMOVE THE  
DETECTABLE WARNING IS CONSIDERED  
INCIDENTAL AND SHALL BE INCLUDED  
IN THE ITEM SIDEWALK REMOVAL.



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LONGITUDINAL SLOPES AND CROSS  
SLOPES.

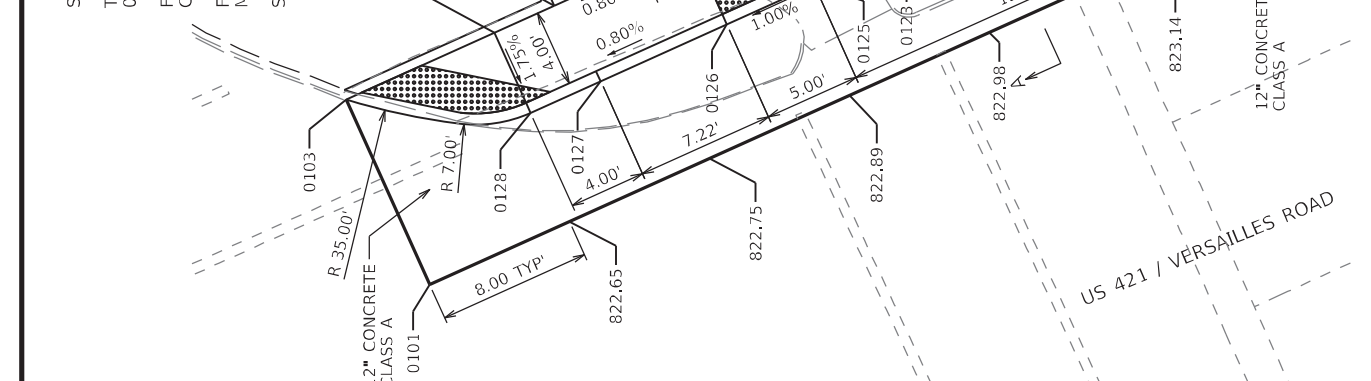


SCALE: 1"=50'  
STATEWIDE ADA  
INTERSECTION DETAILS  
US 421 / VERSAILLES RD AT MCDONALDS



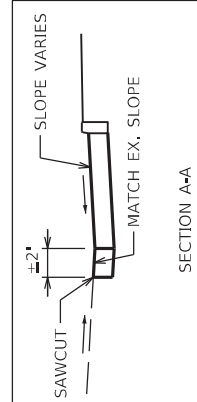
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R21

STD. HEADER CURB HEIGHT:  
TRANSITION CURB FROM FLUSH WITH PAVEMENT AT POINT 0120 TO FULL HEIGHT (6") 2 FEET NORTH OF POINT 0120.  
FROM 2 FEET NORTH OF POINT 0120 TO POINT 0119, CURB HEIGHT IS 6".  
FROM POINT 0119 TO POINT 0128, TOP OF CURB WILL MATCH ELEVATION OF SIDEWALK.  
SEE SECTIONS B-B, C-C AND D-D.



POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0101	3960864.55	5185611.83	822.63	822.63
0103	3960868.90	5185621.48	823.15	823.15
0104	3960861.17	5185624.96	823.39	822.91
			823.39	823.41
0105	3960858.05	5185626.37	823.51	822.94
			823.51	823.44
0106	3960859.84	5185630.33	824.22	824.22
			824.22	824.22
0107	3960855.32	5185632.47	824.29	824.29
			824.29	824.29
0108	3960853.50	5185628.42	823.57	822.98
			823.57	823.48
0109	3960850.94	5185629.58	823.59	823.00
			823.59	823.50
0110	3960852.17	5185632.31	824.05	823.05
			824.05	824.05
0111	3960847.61	5185634.37	823.77	823.10
			823.77	823.70
0112	3960846.38	5185631.63	823.57	823.05
			823.57	823.55
0113	3960845.01	5185632.25	823.60	823.07
			823.60	823.57
0114	3960835.25	5185640.06	824.01	823.98
			824.01	823.98
0115	3960831.24	5185643.04	824.03	824.03
0116	3960828.41	5185639.51	824.14	824.14
0117	3960832.44	5185636.54	824.13	823.92
0118	3960834.00	5185635.29	824.10	823.77
0119	3960832.84	5185632.71	823.99	823.24
			823.74	823.74
0120	3960826.95	5185635.36	823.41	823.40
0121	3960824.45	5185637.13	823.44	823.44
0122	3960821.75	5185631.13	823.37	823.37
0123	3960842.19	5185628.49	823.26	823.00
			823.26	823.01
0125	3960844.50	5185627.45	823.17	822.97
0126	3960849.05	5185625.40	823.46	822.82
0127	3960855.64	5185622.43	823.37	822.80
			823.37	822.87
0128	3960859.28	5185620.79	823.28	822.83

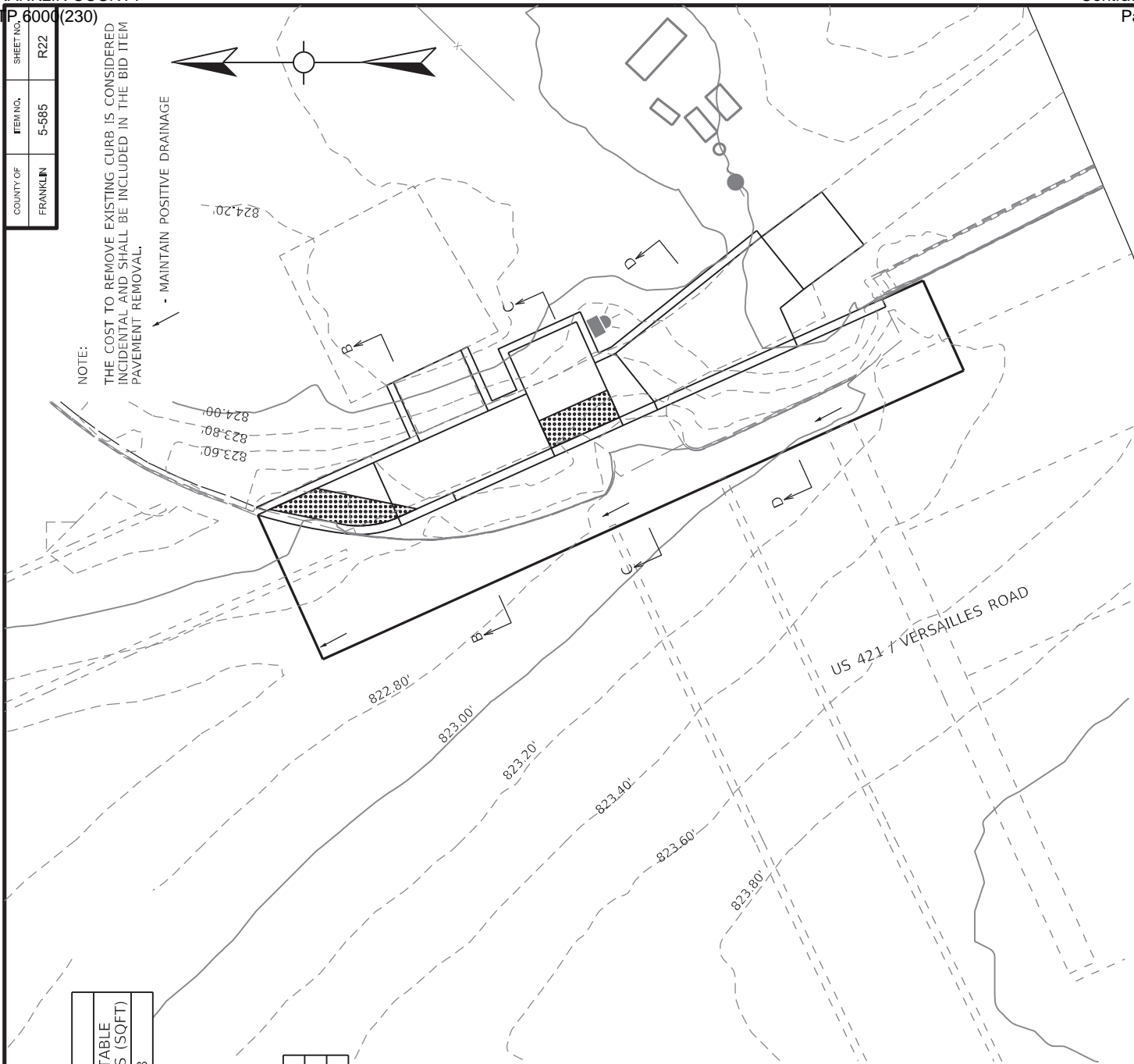
POINTS 0102 AND 0124 NOT USED



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R22

NOTE:  
THE COST TO REMOVE EXISTING CURB IS CONSIDERED INCIDENTAL AND SHALL BE INCLUDED IN THE BID ITEM PAVEMENT REMOVAL.

- MAINTAIN POSITIVE DRAINAGE



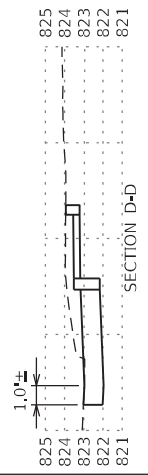
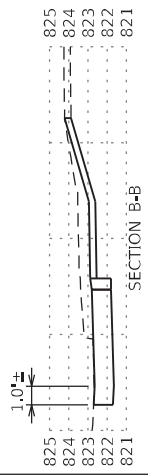
4" SIDEWALK CONSTRUCTION		
AREA (SQYD)	RAMP TYPE 4 (EACH)	DETECTABLE WARNINGS (SQFT)
27	1	23

REMOVAL ITEMS	
TYPE	QUANTITY
SIDEWALK	23 SQYD
PAVEMENT	21 SQYD

CURB CONSTRUCTION	
TYPE	LENGTH (LF)
STD. HEADER CURB	45

SAWCUT PAVEMENT	
LENGTH (LF)	
72	

PAVEMENT CONSTRUCTION	
TYPE	QUANTITY
CONCRETE-CLASS A	11.0 CUYD



SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
VERSAILLES RD / SUNSET DRIVE

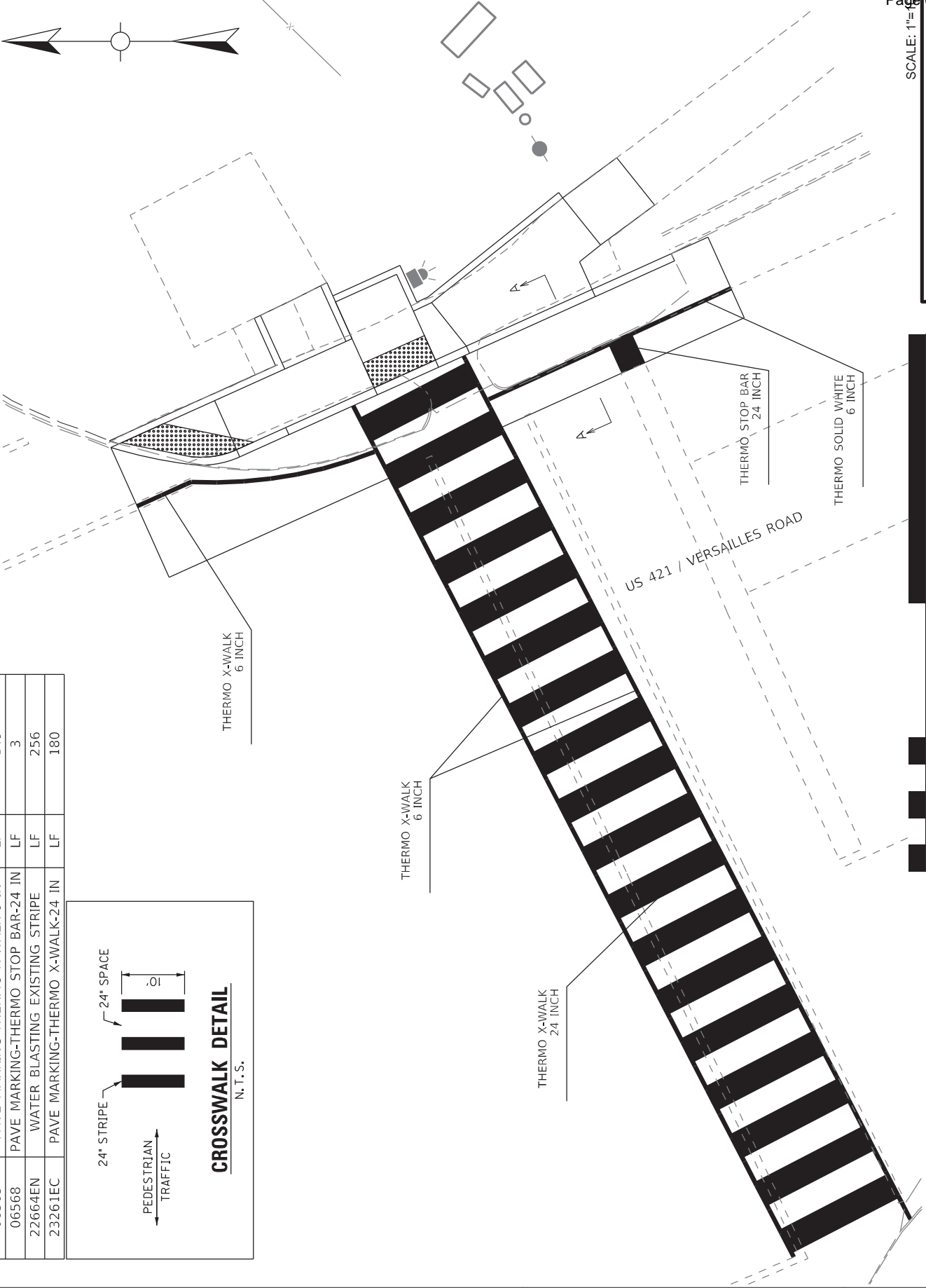
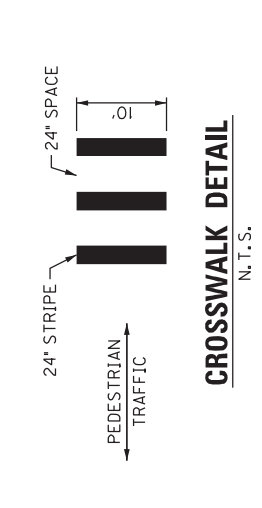
SHEET NO.	ITEM NO.	COUNTY OF
R23	5-585	FRANKLIN



STATEWIDE ADA  
INTERSECTION DETAILS  
VERSAILLES RD / SUNSET DRIVE

SCALE: 1"=40'

SHEET STRIPING & MARKING QUANTITIES			
ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY
06542	PAVE STRIPING-THERMO-6 IN WHITE	LF	34
06565	PAVE MARKING-THERMO X-WALK-6 IN	LF	149
06568	PAVE MARKING-THERMO STOP BAR-24 IN	LF	3
22664EN	WATER BLASTING EXISTING STRIPE	LF	256
23261EC	PAVE MARKING-THERMO X-WALK-24 IN	LF	180

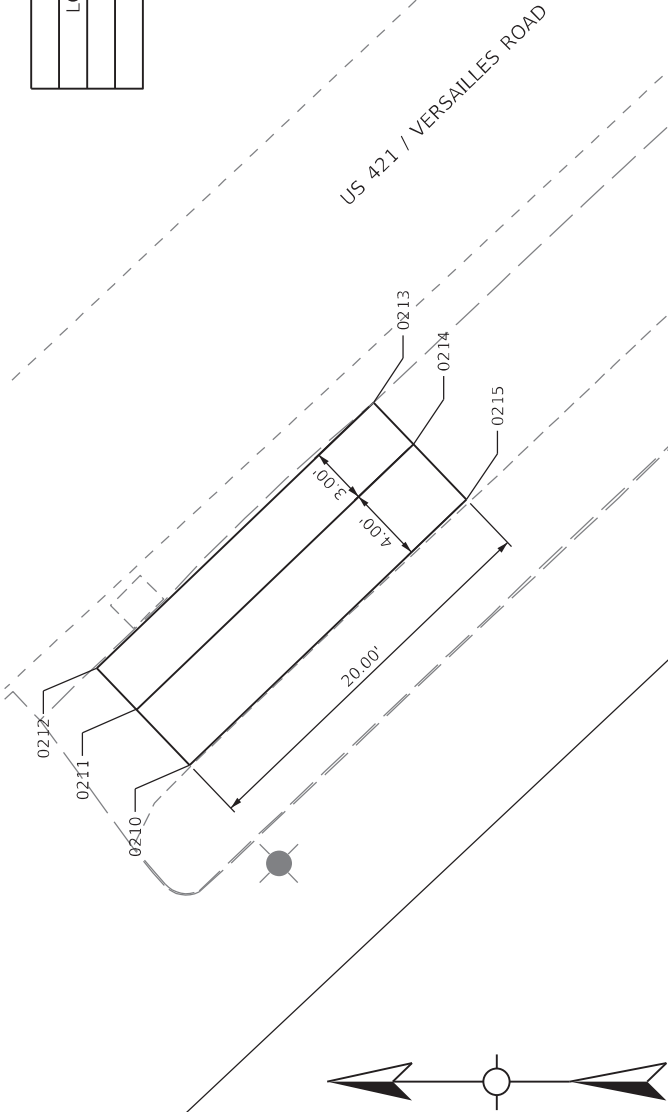


COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R24

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
NORTH	SIDEWALK	16 SQYD
SOUTH	SIDEWALK	12 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
NORTH	16
SOUTH	12

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
NORTH	34
SOUTH	29



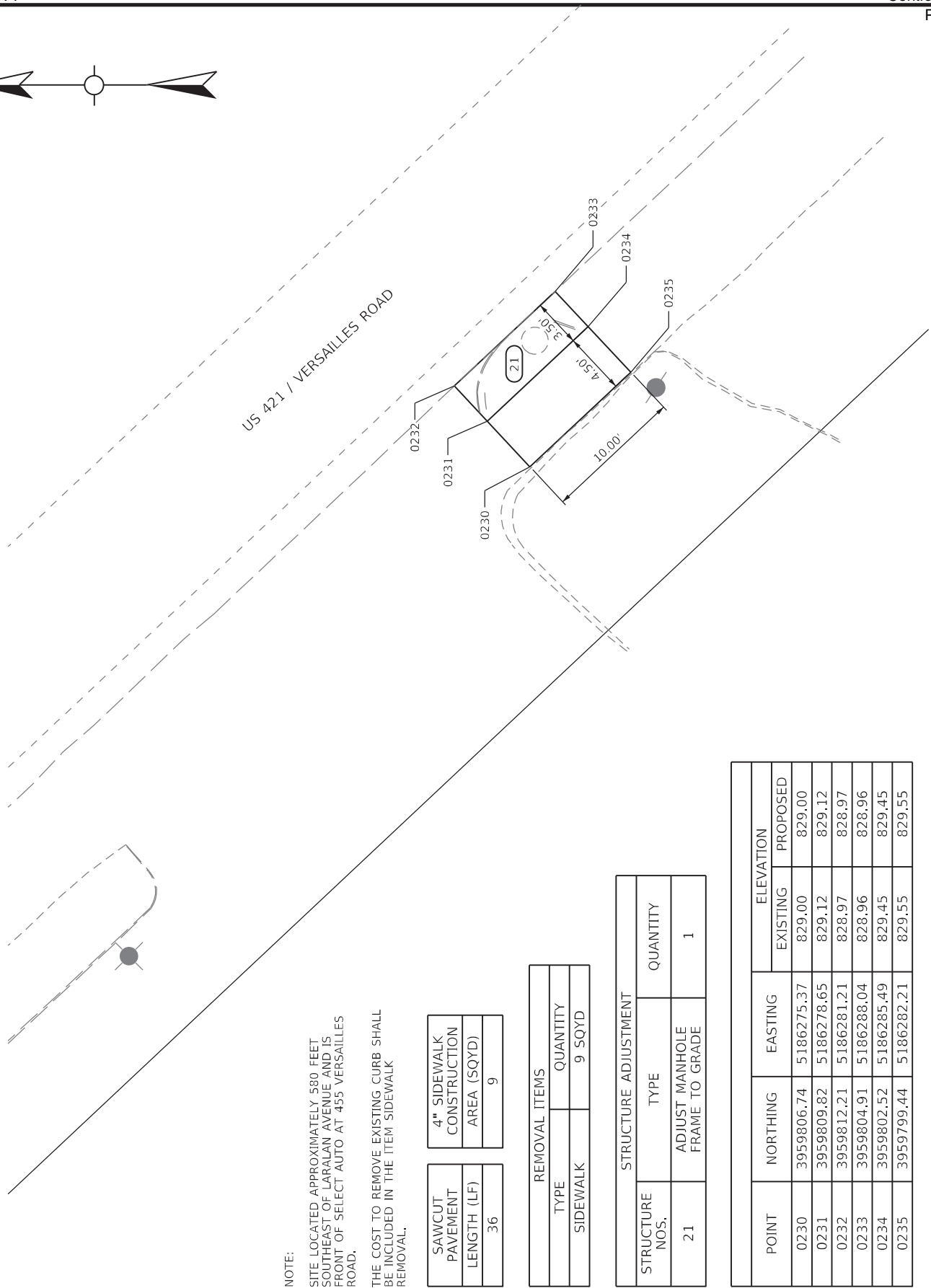
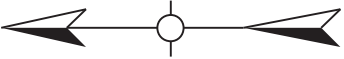
NOTE:  
SITE LOCATED APPROXIMATELY 450 FEET  
SOUTHEAST OF LARLAN AVENUE AND IS  
FRONT OF SELECT AUTO AT 455 VERSAILLES  
ROAD.  
  
THE COST TO REMOVE EXISTING CURB SHALL  
BE INCLUDED IN THE ITEM SIDEWALK  
REMOVAL.

POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0210	3959904.59	5186184.25	828.79	828.79
0211	3959907.35	5186187.14	828.83	828.83
0212	3959909.42	5186189.31	828.81	828.81
0213	3959894.99	5186203.16	828.75	828.75
0214	3959892.92	5186200.99	828.95	828.95
0215	3959890.16	5186198.10	828.80	828.80
0220	3959856.93	5186229.35	828.91	828.91
0221	3959859.66	5186232.27	829.17	829.17
0222	3959861.71	5186234.46	828.89	828.89
0223	3959850.77	5186244.72	828.89	828.89
0224	3959848.72	5186242.53	829.03	829.03
0225	3959845.98	5186239.61	828.80	828.80



SCALE: 1"=40'  
STATEWIDE ADA  
INTERSECTION DETAILS  
US 421 / VERSAILLES RD AT CAR DEALERSHIP

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R25



NOTE:  
SITE LOCATED APPROXIMATELY 580 FEET  
SOUTHEAST OF LARALAN AVENUE AND IS  
FRONT OF SELECT AUTO AT 455 VERSAILLES  
ROAD.  
THE COST TO REMOVE EXISTING CURB SHALL  
BE INCLUDED IN THE ITEM SIDEWALK  
REMOVAL.

SAWCUT PAVEMENT LENGTH (LF)	36
4" SIDEWALK CONSTRUCTION AREA (SQYD)	9

REMOVAL ITEMS	
TYPE	QUANTITY
SIDEWALK	9 SQYD

STRUCTURE ADJUSTMENT		
STRUCTURE NOS.	TYPE	QUANTITY
21	ADJUST MANHOLE FRAME TO GRADE	1

POINT	NORTHING	EASTING	ELEVATION	
			EXISTING	PROPOSED
0230	3959806.74	5186275.37	829.00	829.00
0231	3959809.82	5186278.65	829.12	829.12
0232	3959812.21	5186281.21	828.97	828.97
0233	3959804.91	5186288.04	828.96	828.96
0234	3959802.52	5186285.49	829.45	829.45
0235	3959799.44	5186282.21	829.55	829.55



SCALE: 1"=40'

STATEWIDE ADA  
INTERSECTION DETAILS  
US 421 / VERSAILLES RD AT CAR DEALERSHIP



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R26



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LONGITUDINAL SLOPES AND CROSS  
SLOPES.

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
120'	SIDEWALK	12 SQYD

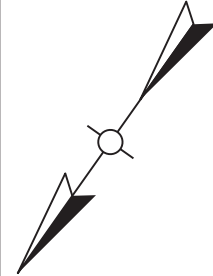
4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
120'	12

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
120'	10



SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
SOUTH OF GREENHILL AVE

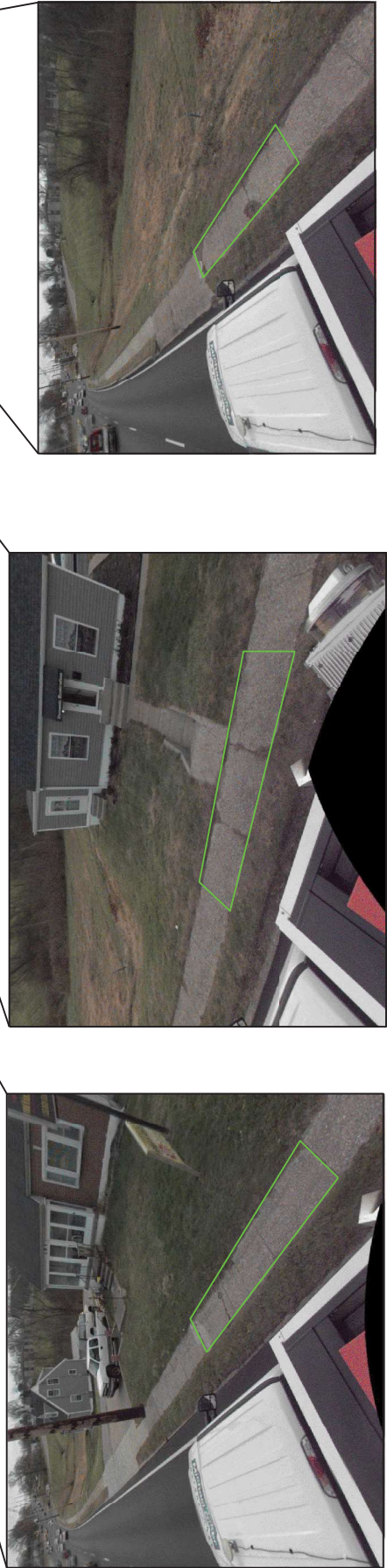
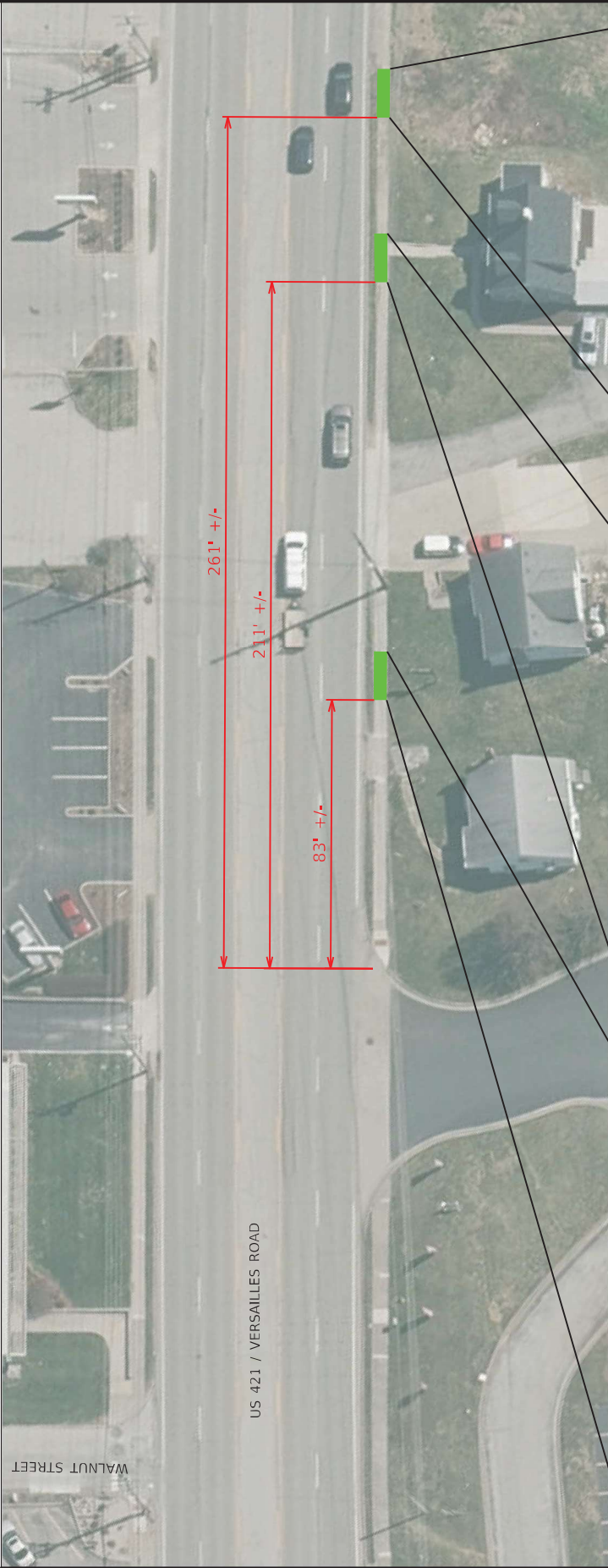


COUNTY OF	FRANKLIN	ITEM NO.	5-585	SHEET NO.	R27
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SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
83'	8
211'	8
261'	8

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
83'	7
211'	7
261'	7

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
83'	SIDEWALK	7 SQYD
211'	SIDEWALK	7 SQYD
261'	SIDEWALK	7 SQYD



NOTE:

NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.



SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
WALNUT ST TO GRANDVIEW DR



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R28



NOTE:

NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
180'	SIDEWALK	12 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
180'	12

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
180'	10



SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
NORTH OF LYONS DR

FILE NAME: SHT\_VERSAILLES.DGN

USER: Nicholas  
DATE PLOTTED: March 4, 2019

BSHEET NAME:

OpenRoads Designer v10.14.1.4



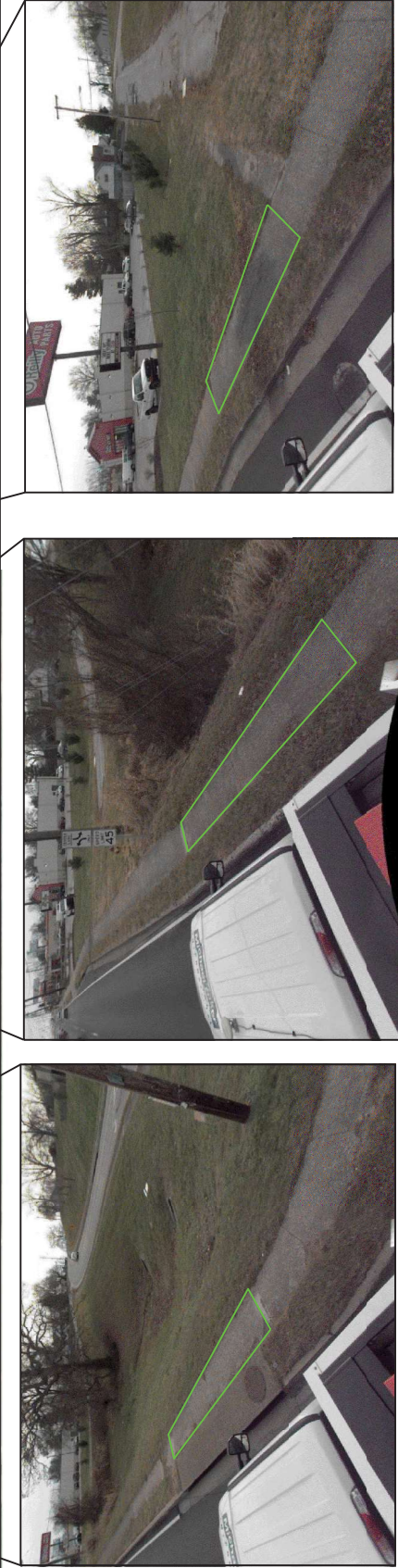
STIP 6000(230)

COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R29

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
21'	SIDEWALK	14 SQYD
169'	SIDEWALK	9 SQYD
260'	SIDEWALK	12 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
21'	14
169'	9
260'	12

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
21'	10
169'	8
260'	10



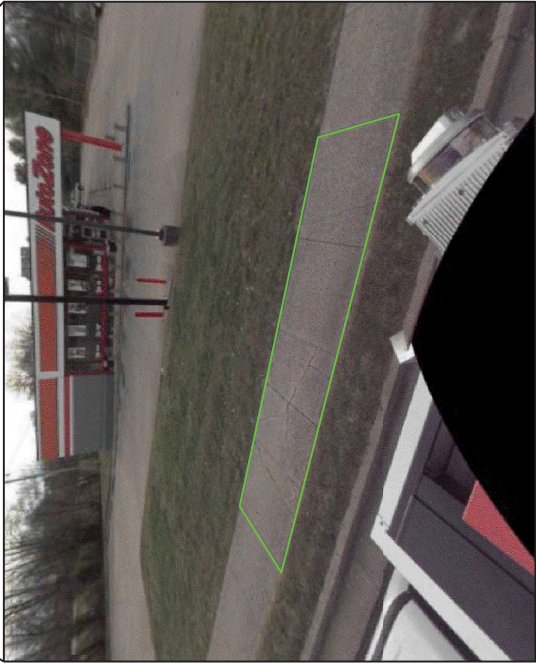
NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.



SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
SOUTH OF LYONS DR

SHEET NO.	ITEM NO.	COUNTY OF
R30	5-585	FRANKLIN



SCALE: 1"=50'  
STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
SOUTH OF LINCOLN DR

REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
225'	SIDEWALK	12 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
225'	12

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
225'	10

NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LONGITUDINAL SLOPES AND CROSS  
SLOPES.



COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R31



REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
340'	SIDEWALK	12 SQYD
163'	SIDEWALK	14 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
340'	12
163'	14

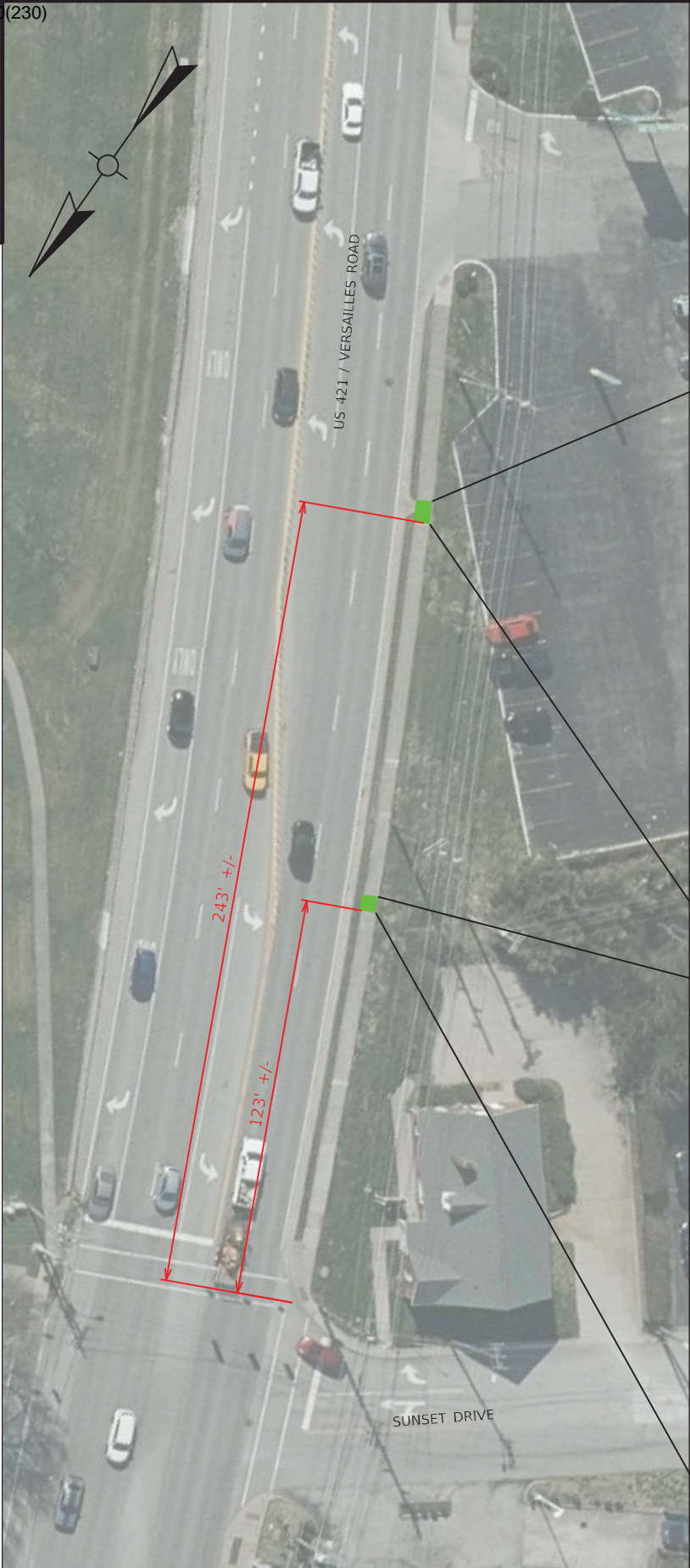
SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
340'	10
163'	10



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.



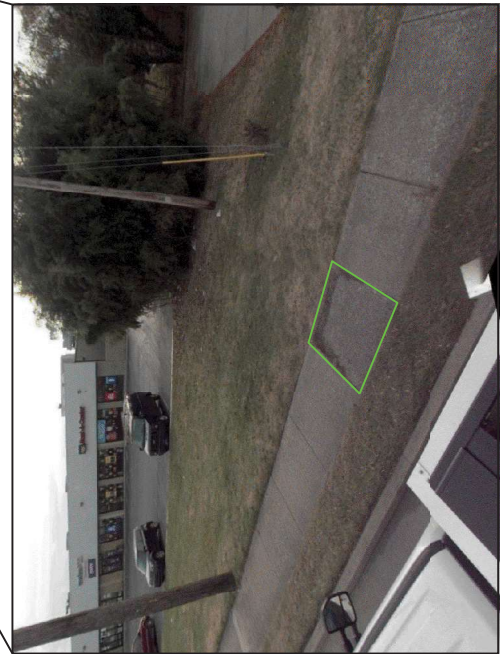
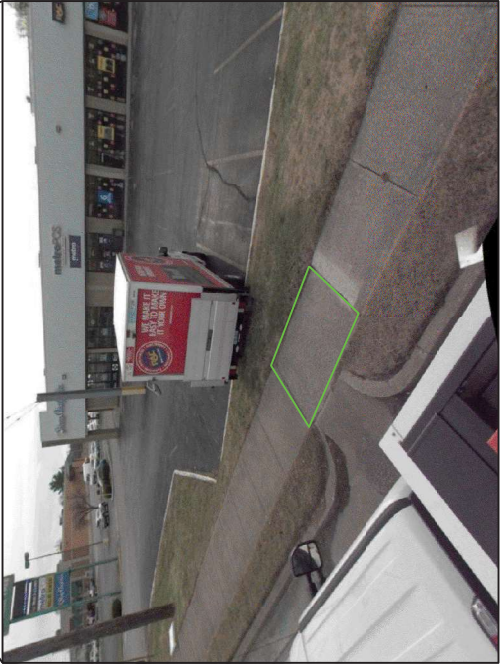
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R32



REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
123'	SIDEWALK	3 SQYD
243'	SIDEWALK	4 SQYD

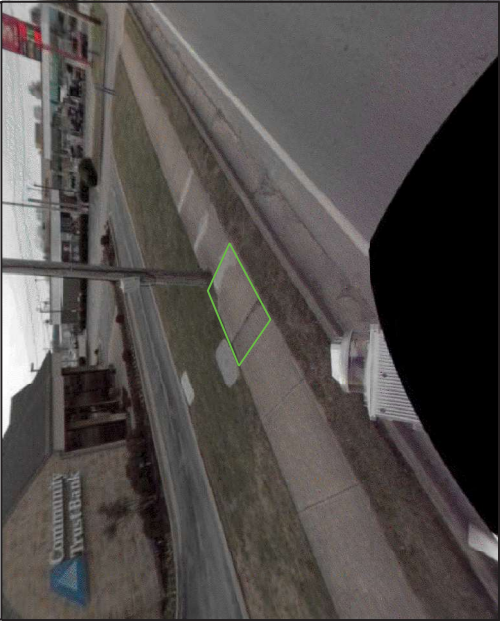
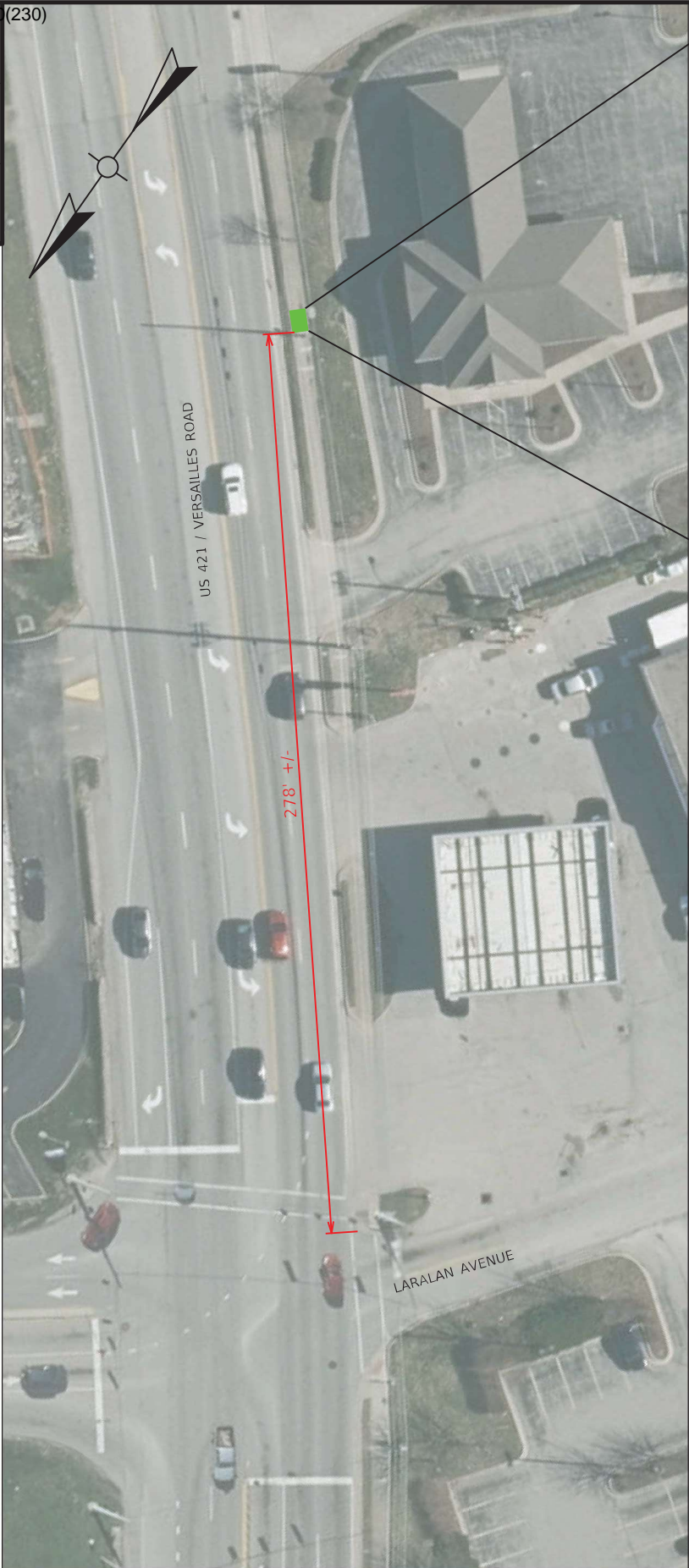
4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
123'	3
243'	4

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
123'	10
243'	15



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LONGITUDINAL SLOPES AND CROSS  
SLOPES.

SHEET NO.	ITEM NO.	COUNTY OF
R33	5-585	FRANKLIN



REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
278'	SIDEWALK	4 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
278'	4

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
278'	10

NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.



SCALE: 1"=50'  
STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
SOUTH OF LARALAN AVE



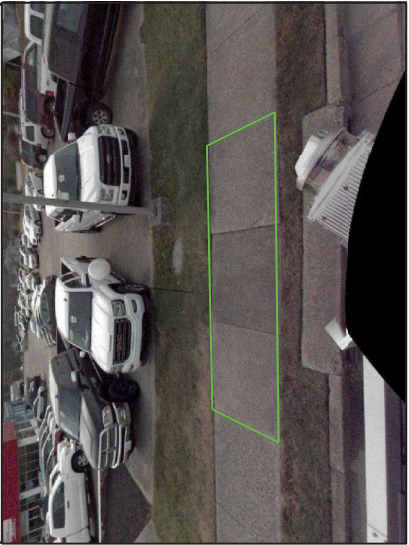
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R34



REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
39'	SIDEWALK	9 SQYD
305'	SIDEWALK	3 SQYD

4" SIDEWALK CONSTRUCTION		
LOCATION	AREA (SQYD)	
39'	9	
305'	3	

SAWCUT PAVEMENT		
LOCATION	LENGTH (LF)	
39'	10	
305'	15	



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.



SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
PULLIAM DR TO RANDOLPH RD

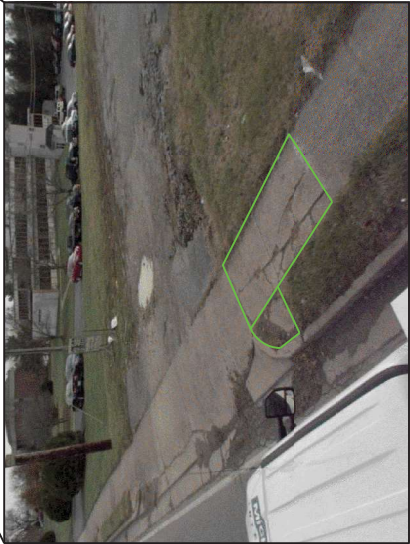
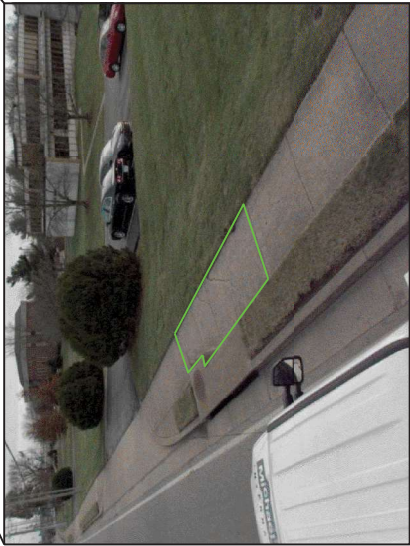
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R35



REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
435'	SIDEWALK	8 SQYD
673'	SIDEWALK	8 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
435'	8
673'	8

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
435'	11
673'	9



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LOGITUDINAL SLOPES AND CROSS  
SLOPES.

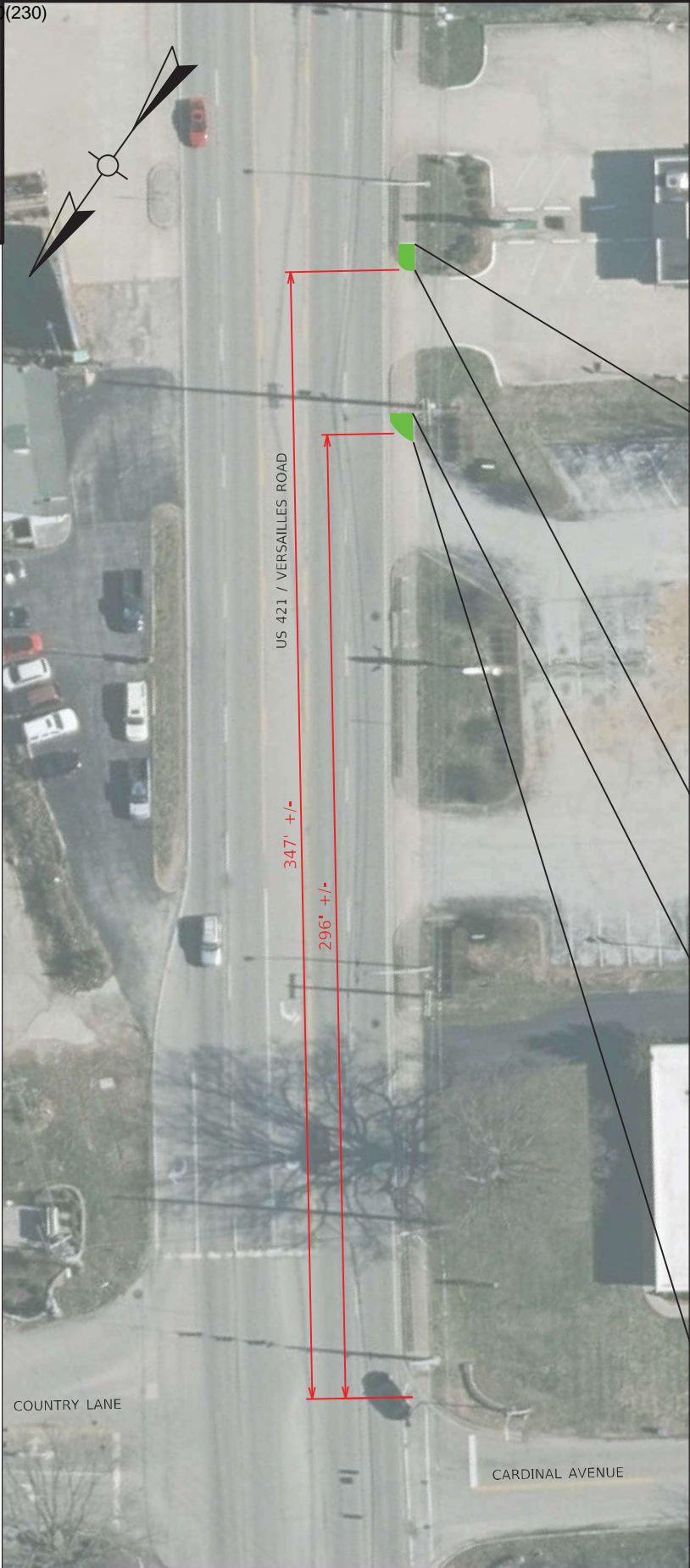


SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
SOUTH OF RANDOLPH RD



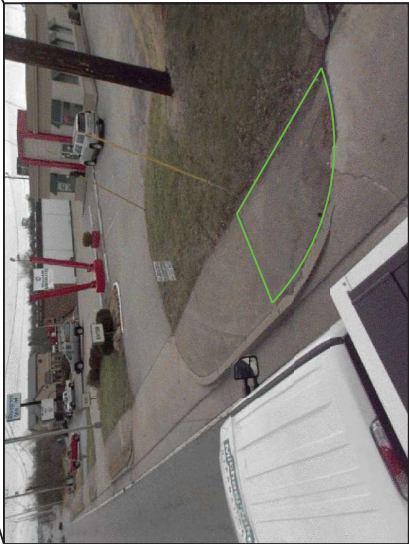
COUNTY OF	ITEM NO.	SHEET NO.
FRANKLIN	5-585	R36



REMOVAL ITEMS		
LOCATION	TYPE	QUANTITY
296'	SIDEWALK	5 SQYD
347'	SIDEWALK	5 SQYD

4" SIDEWALK CONSTRUCTION	
LOCATION	AREA (SQYD)
296'	5
347'	5

SAWCUT PAVEMENT	
LOCATION	LENGTH (LF)
296'	17
347'	11



NOTE:  
NEW CONCRETE WILL MATCH EXISTING  
LONGITUDINAL SLOPES AND CROSS  
SLOPES.



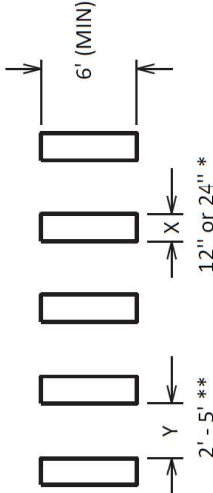
SCALE: 1"=50'

STATEWIDE ADA  
SIDEWALK REPAIR - US 421  
SOUTH OF CARDINAL AVE



LONGITUDINAL STYLE CROSSWALK DETAIL

LONGITUDINAL STYLE  
CROSSWALK DETAILS



\*BARS WILL BE SPECIFIED AS 12" OR 24"

\*THE SPACE BETWEEN BARS IS TYPICALLY TWICE THE WIDTH OF THE BAR. ADJUST LAYOUT OF BARS AND/OR SPACING SO AS TO AVOID THE WHEEL PATHS OF APPROACHING VEHICLES.

The longitudinal crosswalk bar width (X) will be specified in the bid item descriptions, summary sheets, and/or plans. The spacing (Y) between the longitudinal cross walk bars should be twice the bar width, unless otherwise specified, or otherwise directed by the Engineer:

Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

The Department will measure the sum of the lengths of all the longitudinal crosswalk bars in Linear Feet. See Section 717.04 for additional measurement information.

When listed in the bid items, the Department will make payment for the completed and accepted quantities of longitudinal style crosswalks under the following:

Code	Pay Item	Pay Unit
06566	Pave Marking-Thermo X-Walk-12 Inch	Linear Foot
23261EC	Pave Mark-Thermo-X-Walk-24 Inch	Linear Foot
23264ES717	Pave Mark TY 1 Tape X-Walk-12 Inch	Linear Foot
26164ES717	Pave Mark TY 1 Tape X-Walk-24 Inch	Linear Foot

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **STANDARD SPECIFICATIONS**

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

### **SUPPLEMENTAL SPECIFICATIONS**

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:  
<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

2020 STANDARD DRAWINGS THAT APPLY

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<b>ROADWAY</b>	
TEMPORARY SILT FENCE.....	RDX-210-03
SILT TRAP - TYPE C .....	RDX-230-01
 <u>MISCELLANEOUS STANDARDS</u>	
MISCELLANEOUS STANDARDS.....	RGX-001-06
DETECTABLE WARNINGS .....	RGX-040-03
 <b>~ PAVEMENT ~</b>	
<u>MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.</u>	
CURB AND GUTTER, CURBS AND VALLEY GUTTER .....	RPM-100-11
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK.....	RPM-150-08
CONCRETE ENTRANCE PAVEMENT AND SIDEWALK.....	RPM-152-08
SIDEWALK RAMPS .....	RPM-170-09
 <b>~ TEMPORARY ~</b>	
<u>TRAFFIC CONTROL</u>	
LANE CLOSURE TWO-LANE HIGHWAY.....	TTC-100-05
LANE CLOSURE MULTI-LANE HIGHWAY CASE I .....	TTC-115-04
LANE CLOSURE MULTI-LANE HIGHWAY CASE II .....	TTC-120-04
DOUBLE LANE CLOSURE .....	TTC-125-04

## **PART III**

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

FHWA-1273 -- Revised July 5, 2022

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action



within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

## 8. Reasonable Accommodation for Applicants /

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

## 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

## 10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

##### 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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

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**

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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#### **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:

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

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

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

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

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

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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



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

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

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



## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20230038 06/09/2023

Superseded General Decision Number: KY20220038

State: Kentucky

Construction Type: Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li></ul>

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

conformance request.

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

Modification Number	Publication Date
0	01/06/2023
1	02/10/2023
2	02/24/2023
3	06/09/2023

BRIN0004-003 06/01/2022

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 33.00	19.46
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BRKY0001-005 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.87	16.39
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BRKY0002-006 06/01/2022		

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 31.87	16.39
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BRKY0007-004 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.94	20.28
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BRKY0017-004 06/01/2022		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.87	16.39
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* CARP0064-001 04/01/2023		

	Rates	Fringes
CARPENTER.....	\$ 31.81	22.86
Diver.....	\$ 48.09	22.86

PILEDRIVERMAN.....	\$ 32.06	22.86
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ELEC0212-008 06/07/2022		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 33.29	20.05
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ELEC0212-014 11/28/2022		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 26.70	13.41
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ELEC0317-012 05/30/2022		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen).....	\$ 35.85	28.25
-----		
ELEC0369-007 06/01/2022		

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL,  
CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY,  
JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER,  
MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT,  
SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.60	19.57
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ELEC0575-002 11/21/2022		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 36.00	21.14
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ENGI0181-018 07/01/2021		

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;  
Batcher Plant; Bituminous Paver; Bituminous Transfer  
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All  
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry  
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);

Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;  
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &  
Trenching Machine; Dragline; Dredge Operator; Dredge  
Engineer; Elevating Grader & Loaders; Grade-All; Gurries;  
Heavy Equipment Robotics Operator/Mechanic; High Lift;  
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting  
Engine (Two or More Drums); Horizontal Directional Drill  
Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;  
Locomotive; Mechanic; Mechanically Operated Laser Screed;  
Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel  
Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;  
Push Dozer; Rock Spreader, attached to equipment; Rotary  
Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;  
Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;  
Telescoping Type Forklift; Tow or Push Boat; Tower Crane  
(French, German & other types); Tractor Shovel; Truck  
Crane; Tunnel Mining Machines, including Moles, Shields or  
similar types of Tunnel Mining Equipment

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

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

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

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

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

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\* IRON0044-009 06/01/2023

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,  
BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddel Mills & Shawhan);  
CARROLL (Eastern third, including the Township of Ghent);  
FLEMING (Western part, excluding Townships of Beechburg, Colfax,  
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,  
Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,  
Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar

Plains, Ringos Mills, Tilton & Wallingford);  
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);  
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);  
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);  
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 30.75	22.70
Structural.....	\$ 32.37	22.70

\* IRON0070-006 06/01/2023

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD  
BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);  
CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville);  
CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);  
OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);  
SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER.....	\$ 32.59	24.50

\* IRON0769-007 06/01/2023

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

	Rates	Fringes
IRONWORKER		

ZONE 1.....	\$ 36.16	28.34
ZONE 2.....	\$ 36.56	28.34
ZONE 3.....	\$ 38.16	28.34

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

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

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

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LAB00189-003 07/01/2022

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

LAB00189-008 07/01/2022

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

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

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

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

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

LAB00189-009 07/01/2022

BRECKINRIDGE & GRAYSON COUNTIES



	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.76	17.12
GROUP 2.....	\$ 24.01	17.12
GROUP 3.....	\$ 24.06	17.12
GROUP 4.....	\$ 24.66	17.12

LABORERS CLASSIFICATIONS

- GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines; Concrete; Demolition; Dredging; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level D; Flagperson; Grade Checker; Hand Digging & Hand Back Filling; Highway Marker Placer; Landscaping, Mesh Handler & Placer; Puddler; Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup
- GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete Saw Operator; Deckhand Scow Man; Dry Cement Handler; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Level C; Forklift Operator for Masonary; Form Setter; Green Concrete Cutting; Hand Operated Grouter & Grinder Machine Operator; Jackhammer; Pavement Breaker; Paving Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven Georgia Buggy & Wheel Barrow; Power Post Hole Digger; Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller
- GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster
- GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

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PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN,  
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,  
ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender		
and/or Containment Builder..	\$ 18.90	5.90
Brush & Roller.....	\$ 21.30	5.90
Elevated Tanks;		
Steeplejack Work; Bridge &		

Lead Abatement.....	\$ 22.30	5.90
Sandblasting & Waterblasting.....	\$ 22.05	5.90
Spray.....	\$ 21.80	5.90

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping) Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....	\$ 24.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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PAIN0118-004 06/01/2018

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

	Rates	Fringes
PAINTER Brush & Roller.....	\$ 22.00	12.52
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 23.00	12.52

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PAIN1072-003 12/01/2022

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

	Rates	Fringes
Painters: Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 35.06	23.35
Power Generating Facilities.	\$ 31.82	23.35

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PLUM0248-003 06/01/2022

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

	Rates	Fringes
Plumber and Steamfitter.....	\$ 38.50	22.40

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\* PLUM0392-007 06/01/2023

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN &  
ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.62	25.73
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PLUM0502-003 08/01/2021		

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN  
(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,  
LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &  
WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.07	20.78
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SUKY2010-160 10/08/2001		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1 - Mobile Batch Truck Tender
- GROUP 2 - Greaser; Tire Changer; & Mechanic Tender
- GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic
- GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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

is available at  
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those

classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

Administrative Review Board

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

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

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END OF GENERAL DECISIO"

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
7.0%	6.9%

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

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

3. The Notification of Construction Contract Award Portal (NCAP) is OFCCP’s preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP’s website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. 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 must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county’s city (if applicable)).
- The notification shall be mailed to:

**Regional Director  
Office of Federal Contract Compliance Programs  
61 Forsyth Street, SW, Suite 7B75  
Atlanta, Georgia 30303-8931  
Main Number: 404-893-4545 Fax: 404-893-4546  
Regional Director Contact: [OFCCP-SE@dol.gov](mailto:OFCCP-SE@dol.gov)  
Construction Award Email: [OFCCP-SE-ConstructionAward@dol.gov](mailto:OFCCP-SE-ConstructionAward@dol.gov)**

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Franklin County.
- (Revised: 1/1/2023)



## **PART IV**

## **INSURANCE**

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

**PART V**

**BID ITEMS**

Report Date 6/22/23

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00389		CL3 ASPH SURF 0.38D PG76-22	1.10	TON		\$	
0020	02091		REMOVE PAVEMENT	57.00	SQYD		\$	
0030	02585		EDGE KEY	133.00	LF		\$	
0040	20550ND		SAWCUT PAVEMENT	972.00	LF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0050	01791		ADJUST MANHOLE FRAME TO GRADE	6.00	EACH		\$	
0060	01810		STANDARD CURB AND GUTTER	39.00	LF		\$	
0070	01812		REMOVE CURB AND GUTTER	39.00	LF		\$	
0080	01875		STANDARD HEADER CURB	131.00	LF		\$	
0090	01904		REMOVE CURB	86.00	LF		\$	
0100	02650		MAINTAIN & CONTROL TRAFFIC (FRANKLIN)	1.00	LS		\$	
0110	02701		TEMP SILT FENCE	110.00	LF		\$	
0120	02705		SILT TRAP TYPE C	7.00	EACH		\$	
0130	02708		CLEAN SILT TRAP TYPE C	7.00	EACH		\$	
0140	02720		SIDEWALK-4 IN CONCRETE	575.00	SQYD		\$	
0150	02721		REMOVE CONCRETE SIDEWALK	554.00	SQYD		\$	
0160	02726		STAKING	1.00	LS		\$	
0170	06542		PAVE STRIPING-THERMO-6 IN W	34.00	LF		\$	
0180	06565		PAVE MARKING-THERMO X-WALK-6 IN	149.00	LF		\$	
0190	06566		PAVE MARKING-THERMO X-WALK-12 IN	407.00	LF		\$	
0200	06568		PAVE MARKING-THERMO STOP BAR-24IN	21.00	LF		\$	
0210	08100		CONCRETE-CLASS A	17.40	CUYD		\$	
0220	22664EN		WATER BLASTING EXISTING STRIPE	696.00	LF		\$	
0230	23158ES505		DETECTABLE WARNINGS	289.00	SQFT		\$	
0240	23261EC		PAVE MARK-THERMO-X-WALK-24 IN	180.00	LF		\$	

Section: 0003 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0250	02569		DEMOBILIZATION	1.00	LS		\$	