



**CALL NO. 115**

**CONTRACT ID. 121048**

**FLOYD COUNTY**

**FED/STATE PROJECT NUMBER STP 0805(015)**

**DESCRIPTION MARTIN-PRESTONSBURG ROAD (KY 80)**

**WORK TYPE ASPHALT PAVEMENT & ROADWAY REHABILITATIO**

**PRIMARY COMPLETION DATE 7/31/2013**

**LETTING DATE: October 19, 2012**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 19, 2012. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**DBE CERTIFICATION REQUIRED - 4%**

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

**TABLE OF CONTENTS**

PART I	SCOPE OF WORK <ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• FEDERAL CONTRACT NOTES</li><li>• ASPHALT MIXTURE</li><li>• DGA BASE</li><li>• DGA BASE FOR SHOULDERS</li><li>• INCIDENTAL SURFACING</li><li>• FUEL AND ASPHALT PAY ADJUSTMENT</li><li>• COMPACTION OPTION A</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• TRAFFIC SIGNAL LOOP DETECTORS</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none"><li>• SPECIFICATIONS REFERENCE</li><li>• SUPPLEMENTAL SPECIFICATION</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none"><li>• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>• NONDISCRIMINATION OF EMPLOYEES</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• PROJECT WAGE RATES</li><li>• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

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

CONTRACT ID - 121048

ADMINISTRATIVE DISTRICT - 12

PROJECT(S) IDENTIFICATION AND DESCRIPTION:

COUNTY - FLOYD

PCN - DE036008012R1

STP 0805(015)

MARTIN-PRESTONSBURG ROAD (KY 80) PAVEMENT REHABILITATION ON KY 80 FROM MP 8.674 TO MP 14.375. ASPHALT PAVEMENT & ROADWAY REHABILITATIO. SYP NO. 12-02018.00.

GEOGRAPHIC COORDINATES LATITUDE 37^30'00" LONGITUDE 82^45'00"

COMPLETION DATE(S):

COMPLETION DATE - July 31, 2013

APPLIES TO ENTIRE CONTRACT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. ([www.transportation.ky.gov/contract](http://www.transportation.ky.gov/contract))

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 is advised that the Underground Facility Damage Protection Act of 1994, became law January 1, 1995. It is the contractor's responsibility to determine the impact of the act regarding this project, and take all steps necessary to be in compliance with the provision of the act.

### **SPECIAL NOTE FOR PIPE INSPECTION**

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

## **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.

## **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. (See attachment)

09/26/2012



**Steven L. Beshear**  
Governor

Commonwealth of Kentucky  
Finance and Administration Cabinet  
**OFFICE OF THE SECRETARY**  
Room 383, Capitol Annex  
702 Capital Avenue  
Frankfort, KY 40601-3462  
(502) 564-4240  
Fax (502) 564-6785

**Lori H. Flanery**  
Secretary

## **SECRETARY'S ORDER 11-004**

### **FINANCE AND ADMINISTRATION CABINET**

#### **Vendor Document Disclosure**

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

**WHEREAS**, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to

conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

### **FEDERAL CONTRACT NOTES**

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals  
102.08 Irregular Proposals 102.14 Disqualification of Bidders  
102.09 Proposal Guaranty

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **FHWA 1273**

Contrary to Paragraph VI of FHWA 1273, contractors on National Highway System (NHS) projects of \$1 million or more are no longer required to submit Form FHWA-47.

Contrary to Form FHWA-1273, Section V, paragraph 2.b personal addresses and full social

security numbers (SSN) shall not be included on weekly payroll submissions by contractors and subcontractors. Contractors and subcontractors shall include the last four digits of the employee's SSN as an individually identifying number for each employee on the weekly payroll submittal. This in no way changes the requirement that contractors and subcontractors maintain complete SSN and home addresses for employees and provide this information upon request of KYTC, FHWA, and the U.S. Department of Labor.

### **SECOND TIER SUBCONTRACTS**

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

### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 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 Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
  - The entire expenditure paid to a DBE manufacturer;
  - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
  - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 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 WIL BE ISSUED**

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE’s certificate of insurance, and an affidavit for bidders, offerors, and contractors from the DBE to the Division of Construction Procurement. The affidavit can be found on the Construction Procurement website. If the DBE is a supplier of materials for the project, a signed purchase order and an affidavit for bidders, offerors, and contractors must be submitted to the Division of Construction Procurement.

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

the bid, and/or other circumstances beyond the control of the prime contractor.

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

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

- 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 DBE Liaison in the Office of Minority Affairs 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:

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

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

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at:

<http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx>

Photocopied payments and completed form to be submitted to: Office of Civil Rights and Small Business Development 6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

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

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and

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

09/14/11

### **ASPHALT MIXTURE**

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

### **DGA BASE**

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

### **DGA BASE FOR SHOULDERS**

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

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

### **INCIDENTAL SURFACING**

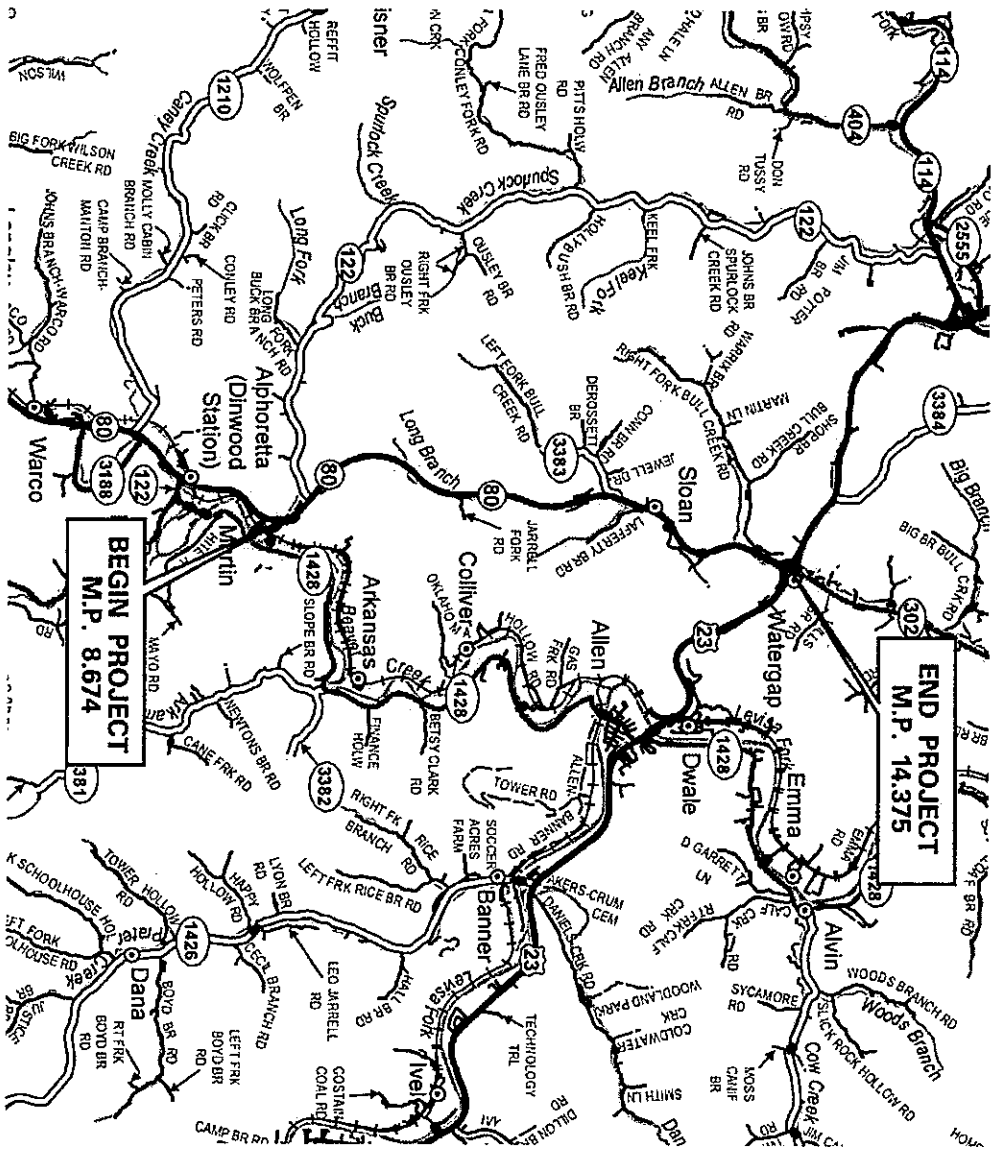
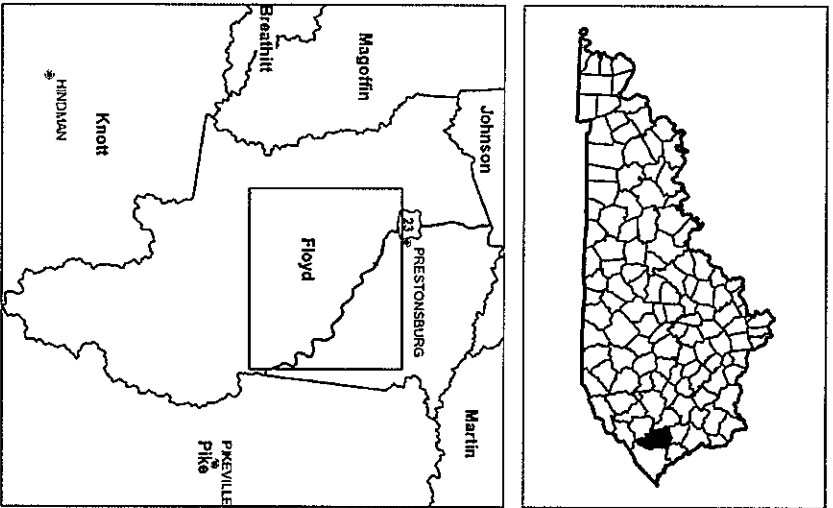
The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches,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

### **FUEL AND ASPHALT PAY ADJUSTMENT**

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

### **OPTION A**

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.



ITEM NUMBERS: 12-2018.00 PROJECT NUMBER: FD52 036 0080 009-015

CONSTRUCTION NUMBER: STP 0805 (015) LETTING DATE: 14 SEPT 12

RECOMMENDED BY: [Signature] DATE: 8-20-12

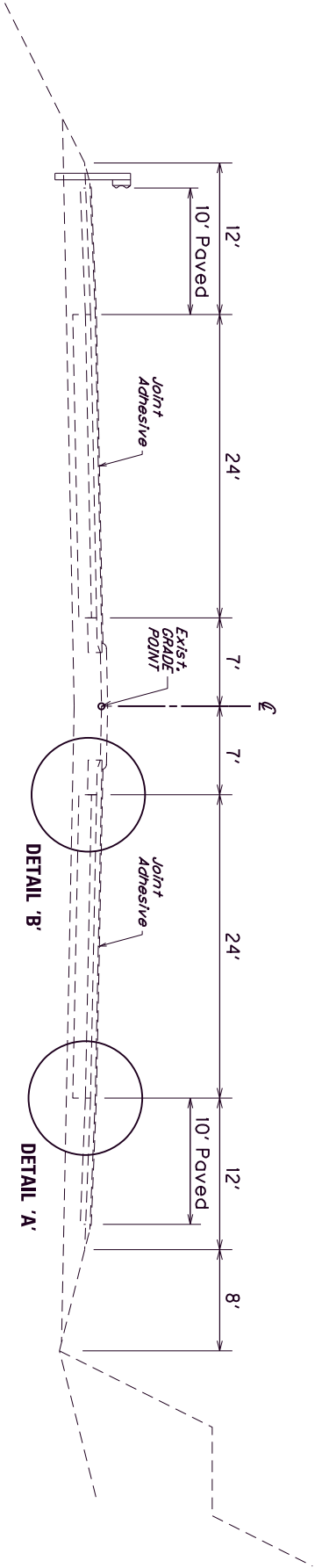
PLAN APPROVED BY: [Signature] DATE: 8/21/12

FHWA APPROVED BY: [Signature] DATE:           

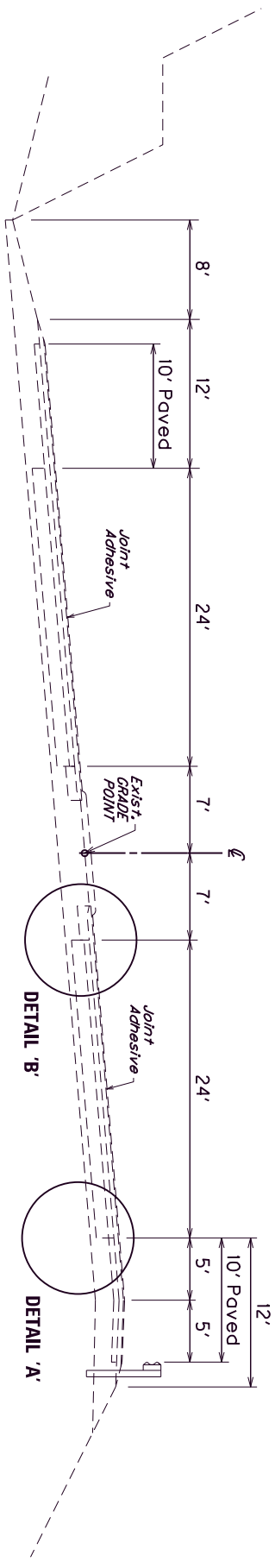
Project Manager  
State Highway Engineer

# TYPICAL SECTIONS KY 80

COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	

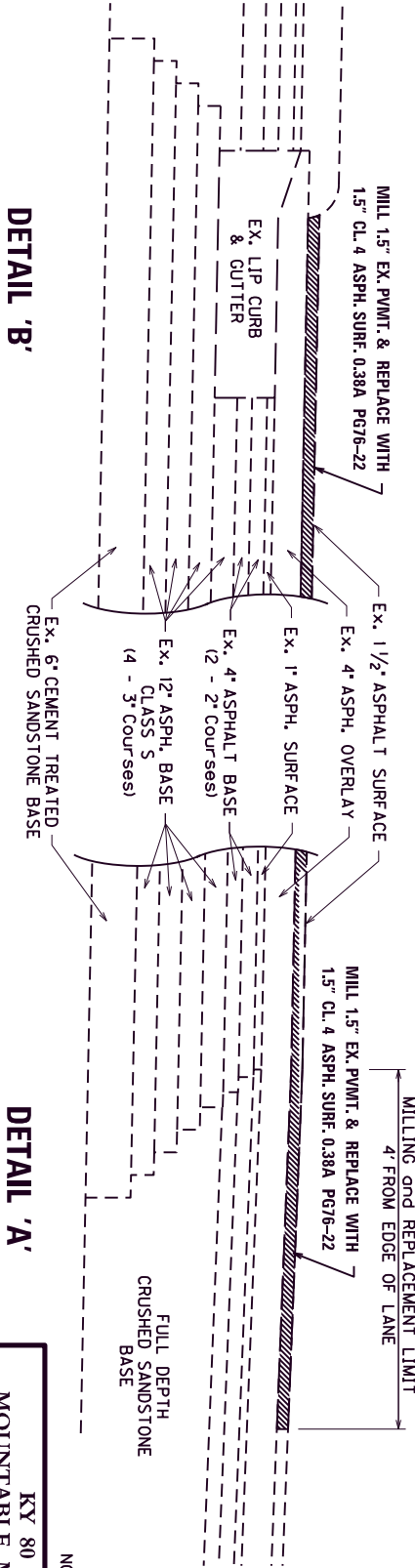


**NORMAL SECTION**  
with MOUNTABLE MEDIAN



**SUPERELEVATED SECTION**  
with MOUNTABLE MEDIAN

NOTE: SEE DETAIL SHEETS FOR MILLING LIMITS



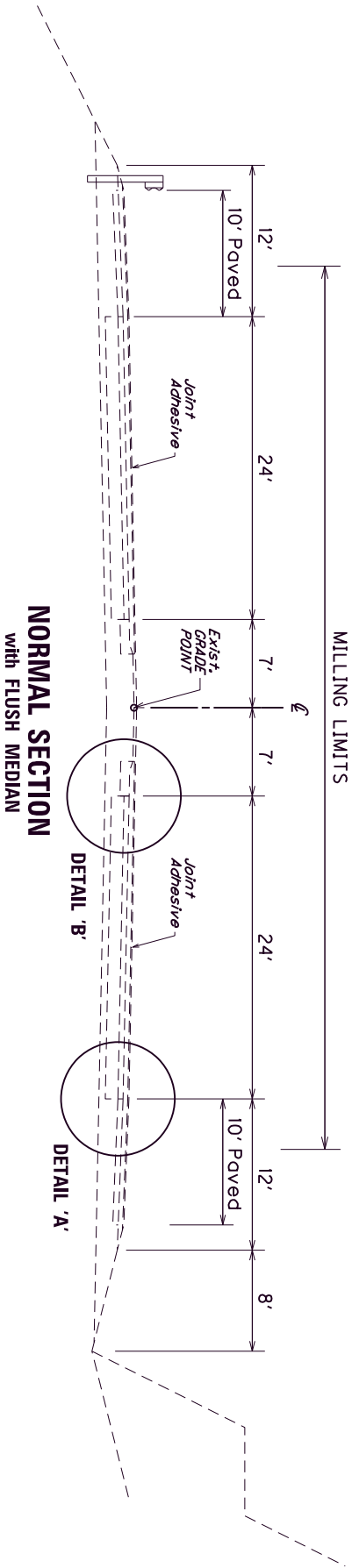
COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	

**KY 80**  
MOUNTABLE MEDIAN  
TYPICAL SECTIONS

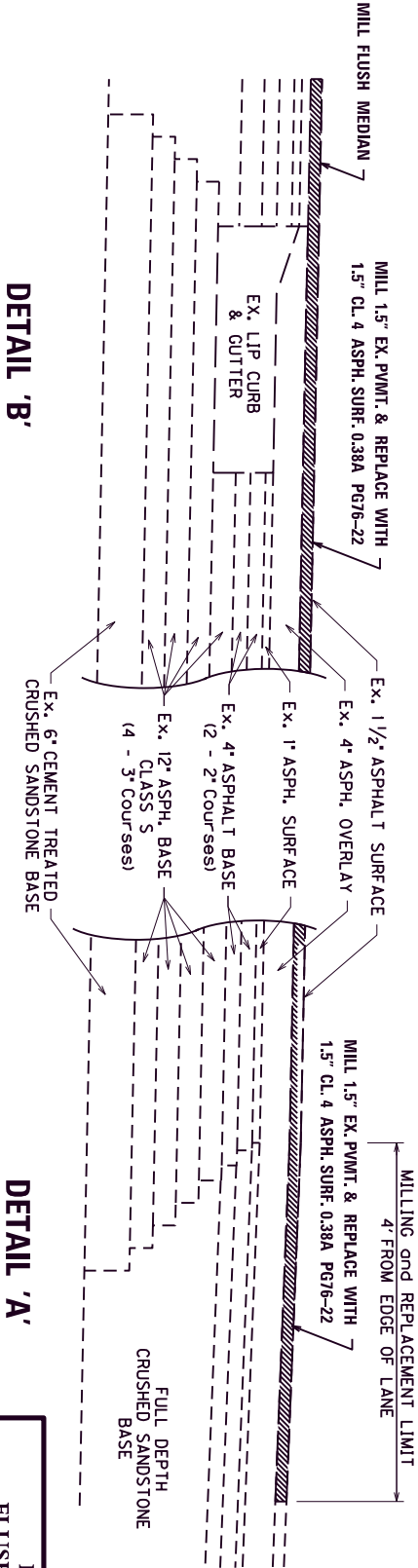
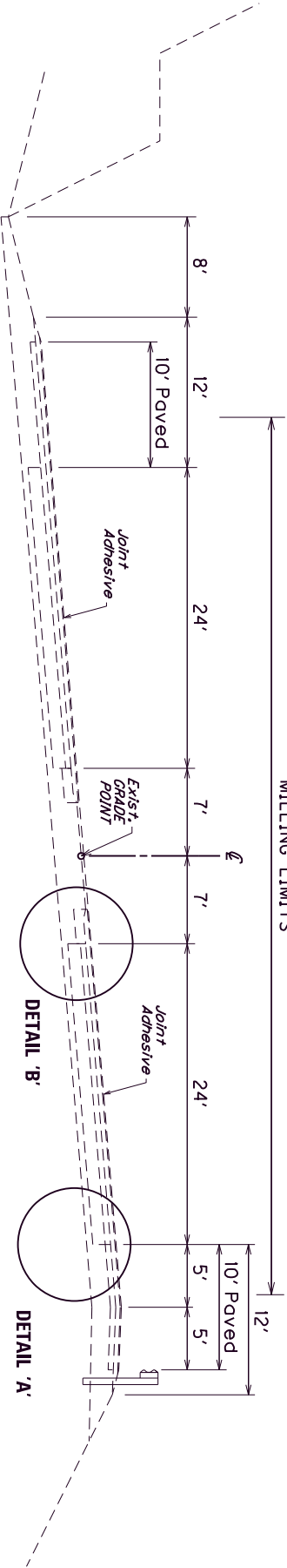
NOT TO SCALE

# TYPICAL SECTIONS KY 80

COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	



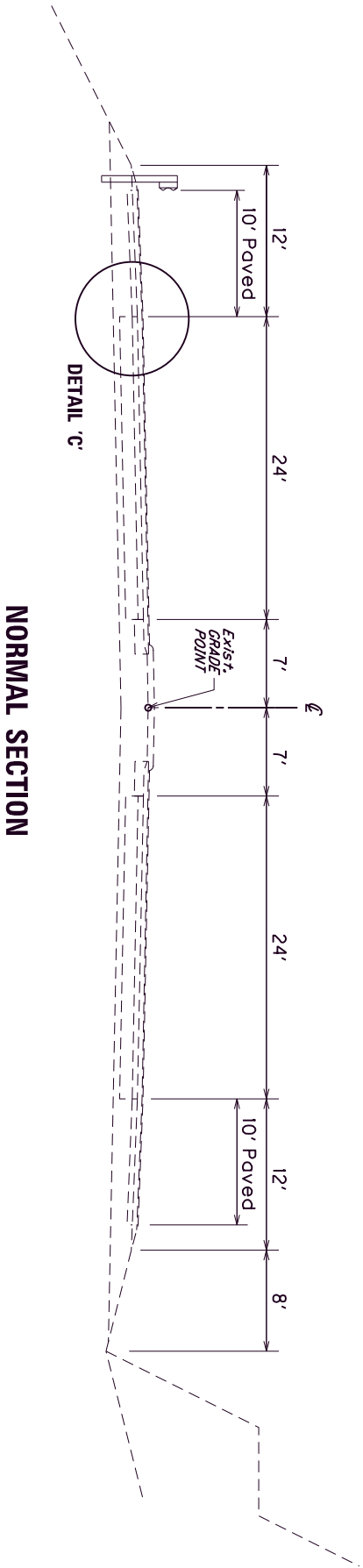
## SUPERELEVATED SECTION with FLUSH MEDIAN



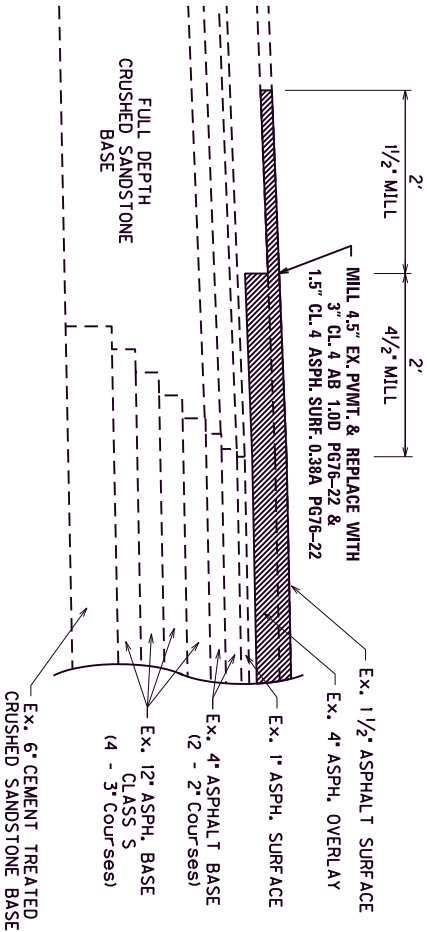
COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	

# TYPICAL SECTIONS KY 80

COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	



NOTE:  
SEE DETAIL SHEETS FOR  
MILLING LIMITS



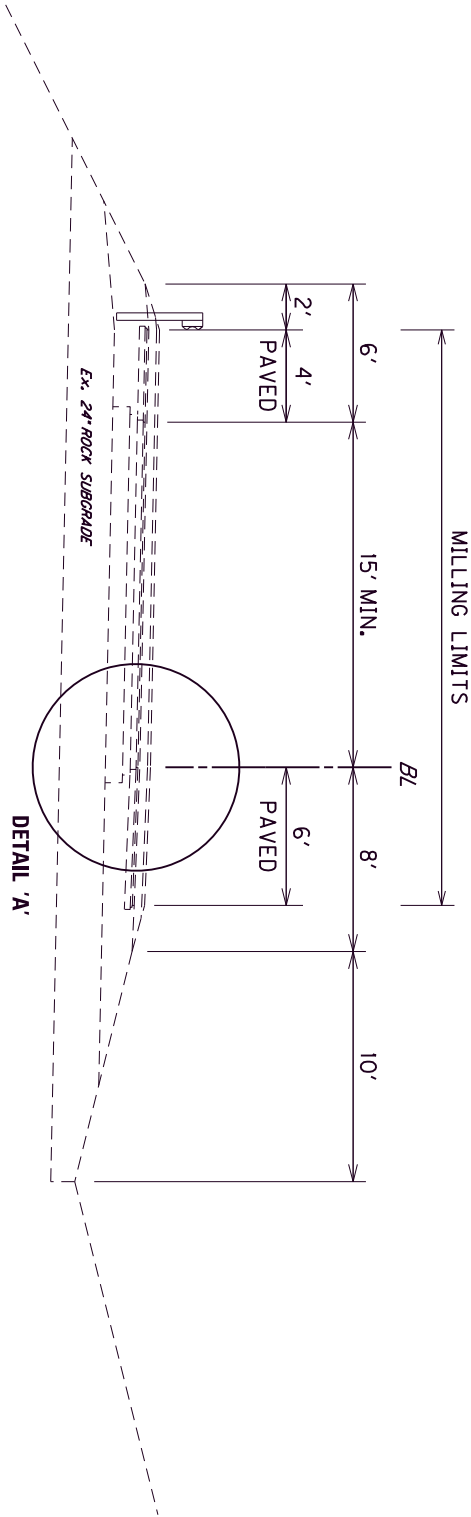
(SEE PROPOSAL NOTES FOR LOCATIONS and APPROX. AREAS)

4 1/2" MILLING DEPTH TYPICAL SECTIONS
--

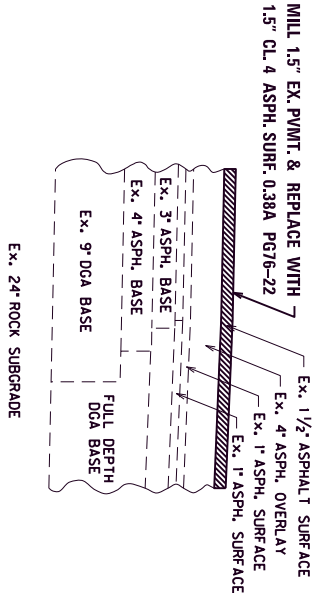
NOT TO SCALE

# TYPICAL SECTIONS US 23 RAMPS

COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	



NORMAL SECTION



DETAIL 'A'

**KY 80  
FLOYD COUNTY  
PAVEMENT REHABILITATION, MILEPOST 8.674 TO 14.375  
ITEM NO. 12-2018.00  
GENERAL SUMMARY**

ITEM NUMBER	ITEM	UNIT	QUANTITY
2360	GUARDRAIL TERMINAL SECTION NO. 1	EACH	3
2369	GUARDRAIL END TREATMENT TYPE 2A	EACH	3
2391	GUARDRAIL END TREATMENT TYPE 4A	EACH	2
2367	GUARDRAIL END TREATMENT TYPE 1	EACH	1
21802EN	GUARDRAIL - STEEL W BEAM - S FACE (7' POST)	EACH	637.5
2363	GUARDRAIL CONNECTOR TO BRIDGE END TY. A	EACH	1
2565	OBJECT MARKER TYPE 2	EACH	2
23143ED	KPDES PERMIT & TEMPORARY EROSION CONTROL	L.S.	1
5950	EROSION CONTROL BLANKET ①	S.Y.	13,500
2237	DITCHING	L.F.	17,400
1982	DELINEATORS FOR GUARDRAIL (W)	EACH	434
6589	PAVEMENT MARKERS TYPE V MW	EACH	838
6591	PAVEMENT MARKERS TYPE V BY	EACH	393
2650	MAINTAIN AND CONTROL TRAFFIC	L.S.	1
6567	PAVEMENT MARKING THERMO STOP BAR - 12"	L.F.	56
6574	PAVEMENT MARKING PRE THERMO CURVE ARROW	EACH	29
6576	PAVEMENT MARKING PRE THERMO 'ONLY'	EACH	1
78	CRUSHED AGGREGATE SIZE NO. 2 ①	TON	1,000
2483	CLASS II CHANNEL LINING ①	TON	2,000
2484	CLASS III CHANNEL LINING ①	TON	2,000
24542EC	SLOTTED DRAIN PIPE REPAIR	L.F.	870
6412	STEEL POST MILE MARKERS	EACH	12
2562	SIGNS	S.F.	372
2696	SHOULDER RUMBLE STRIPS - SAWED	L.F.	64,266
10020NS	FUEL ADJUSTMENT	DOLLAR	18,259
10030NS	ASPHALT ADJUSTMENT	DOLLAR	36,887
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	4
2775	FLASHING ARROW	EACH	2
2677	ASPHALT PAVEMENT MILLING & TEXTURING	TON	22,614
2676	MOBILIZATION FOR MILLING & TEXTURING	L.S.	1
2568	MOBLIZATION	L.S.	1
2569	DEMOBLIZATION	L.S.	1
6517	PAVE STRIPING - PERM PAINT - 12"	L.F.	779
6514	PAVE STRIPING - PERM PAINT - 4"	L.F.	139,853
6569	PAVE MARKING - THERMO CROSS-HATCH	S.F.	911
6510	PAVEMENT STRIPING TEMPORARY PAINT - 4" ①	L.F.	125,000
6592	PAVEMENT MARKING TYPE V - BW/R	EACH	42
6593	PAVEMENT MARKING TYPE V - BY/R	EACH	47
2381	REMOVE GUARDRAIL	L.F.	637.5
6600	REMOVE EXISTING PAVEMENT MARKERS TYPE V	EACH	525

① TO BE USED AS DIRECTED BY THE ENGINEER

## Page 25 of 25

[illegible]

KY 80  
FLOYD COUNTY  
PAVEMENT REHABILITATION, MILEPOST 8.674 TO 14.375  
ITEM NO. 12-2018.0  
PAVING SUMMARY

PAVING AREAS  
MAINLINE & U.S. 23 RAMPS

ITEM	TOTAL
INSIDE GUTTERLINE, TRAFFIC LANES & PARTIAL OUTSIDE SHLD.	S.Y.
1.50" CL4 ASPH. SURF. 0.38A PG76-22	232,912
3" CL4 ASPH. BASE 1.0D PG76-22	14,538
2" DENSE GRADED AGGREGATE BASE	26,756 (3)
ASPHALT PAVE MILLING & TEXTURING	S.Y.
PROJECT LIMITS 1.5" MINIMUM	232,912
ADDITIONAL DEPTH 3" MILLING	14,538
ASPHALT SEAL COAT	S.Y.
ASPHALT SEAL COAT	26,756
ASPHALT SEAL AGGREGATE	26,756

PAVING SUMMARY

CODE	ITEM	TONS	PROJECT TOTAL
1	DGA BASE (1)	3,077	3,077
219	CLASS 4 ASPH. BASE 1.0D PG76-22	2,399	3,399 (2)
342	CLASS 4 ASPH. SURFACE 0.38A PG76-22	19,215	19,615 (6)
2677	ASPHALT PAVE MILLING & TEXTURING	21,614	22,614 (2)
103	ASPHALT SEAL COAT	32	32 (4)
100	ASPHALT SEAL AGGREGATE	267	267 (5)

- (1) TO BE USED FOR SHOULDER REPAIR AT PROPOSED GUARDRAIL AND END TREATMENT REPLACEMENT AND SHOULDER REPAIR AT ASPHALT EDGE AS DIRECTED BY THE ENGINEER

(2) INCLUDES 1000 TONS TO BE USED AS DIRECTED BY THE ENGINEER

(3) AREA ESTIMATED AT 4' WIDE FOR THE LENGTH OF THE PROJECT EB & WB

(4) ESTIMATED AT 2.4 LBS/S.Y. FOR ENTIRE LENGTH OF PROJECT - 4' WIDTH (ONE APPLICATION)

(5) ESTIMATED AT 20 LBS/S.Y. FOR ENTIRE LENGTH OF PROJECT - 4' WIDTH (ONE APPLICATION)
- (6) INCLUDES 400 TONS FOR TEST STRIP

NOTE : QUANTITIES CARRIED OVER  
TO GENERAL SUMMARY

## EASTBOUND GUARDRAIL SUMMARY

(1) SHOT NUMBER	FROM MILEPOST	TO MILEPOST	GUARDRAIL-STEEL W BEAM-S FACE (7 FT POST) (LF)	GUARDRAIL-STEEL W BEAM-S FACE (LF)	GUARDRAIL CONNECTOR TO BRIDGE END TY A (EACH)	GUARDRAIL END TREATMENT TYPE 1 (EACH)	GUARDRAIL END TREATMENT TYPE 2A (EACH)	GUARDRAIL END TREATMENT TYPE 3 (EACH)	GUARDRAIL END TREATMENT TYPE 4A (EACH)	GUARDRAIL TERMINAL SECTION NO. 1 (EACH)	DESCRIPTION
ITEM NO.			21802EN	2351	2363	2367	2369	2373	2391	2360	
314 - 371	8.84		12.5						1	1	REPLACE END TREATMENT
412	9.40		25						1		REPLACE DAMAGED SECTION & E.T.
416	10.13		12.5								REPLACE DAMAGED SECTION
420	10.24		12.5								REPLACE DAMAGED SECTION
424	10.31		12.5								REPLACE DAMAGED SECTION
426	10.38		12.5								REPLACE DAMAGED SECTION
452	10.47									1	REPLACE END TREATMENT
456	10.83									1	REPLACE END TREATMENT
458	10.87		25								EXTEND EXISTING GUARDRAIL
472	10.90		25								REPLACE DAMAGED SECTION
479	11.03		12.5								REPLACE DAMAGED SECTION
526	11.15						1				REPLACE END TREATMENT
612	11.57		37.5						1		REPLACE DAMAGED SECTION & E.T.
629 - 633	12.73		37.5								REPLACE DAMAGED SECTION
668	13.14		37.5								REPLACE DAMAGED SECTION
670	13.57		12.5								REPLACE DAMAGED SECTION
735	13.58		25								REPLACE DAMAGED SECTION
497	14.34		25								REPLACE DAMAGED SECTION
	11.34		25								REPLACE DAMAGED SECTION
SHT. TOTAL			337.5				1		2	3	

ITEMS HAVE BEEN CARRIED OVER TO GENERAL SUMMARY

## WESTBOUND GUARDRAIL SUMMARY

	(1)	SHOT NUMBER	FROM MILEPOST	TO MILEPOST	GUARDRAIL-STEEL W BEAM-S FACE (7 FT POST) (LF)	GUARDRAIL-STEEL W BEAM-S FACE (LF)	GUARDRAIL CONNECTOR TO BRIDGE END TY A (EACH)	GUARDRAIL END TREATMENT TYPE 1 (EACH)	GUARDRAIL END TREATMENT TYPE 2A (EACH)	GUARDRAIL END TREATMENT TYPE 3 (EACH)	GUARDRAIL END TREATMENT TYPE 4A (EACH)	GUARDRAIL TERMINAL SECTION NO. 1 (EACH)	DESCRIPTION
ITEM NO.													
104		8.69	8.73	200			1	1					REPLACE GUARDRAIL & END TREATMENT
182		9.49							1				REPLACE END TREATMENT
199		9.85		25									REPLACE DAMAGED GUARDRAIL
208		10.05		25									REPLACE DAMAGED GUARDRAIL
221		10.12		25					1				EXTEND EXIST. GR - ADD E.T.
938		14.00		25									REPLACE DAMAGED GUARDRAIL
SHT. TOTAL				300			1	1	2				
TOTAL				637.5			1	1	3		2	3	

ITEMS HAVE BEEN CARRIED OVER TO GENERAL SUMMARY

KY 80  
 FLOYD COUNTY  
 PAVEMENT REHABILITATION, MILEPOST 8.674 TO 14.375  
 ITEM NO. 12-2018.00  
 EASTBOUND SLOTTED DRAIN SUMMARY

[illegible]

① SHOT NUMBER REFERS TO SURVEY SHOT NUMBER, THESE SHOT NUMBERS HAVE BEEN MARKED IN THE FIELD WITH PAINT. ITEMS HAVE BEEN CARRIED OVER TO GENERAL SUMMARY

KY 80  
 FLOYD COUNTY  
 PAVEMENT REHABILITATION, MILEPOST 8.674 TO 14.375  
 ITEM NO. 12-2018.00  
 WESTBOUND SLOTTED DRAIN SUMMARY

[illegible]

① SHOT NUMBER REFERS TO SURVEY SHOT NUMBER, THESE SHOT NUMBERS HAVE BEEN MARKED IN THE FIELD WITH PAINT. ITEMS HAVE BEEN CARRIED OVER TO GENERAL SUMMARY

MATCHLINE (SEE SHEET 2)

COUNTY OF	ITEM NO.
FLOYD	12-2018.00



AUTUMN DR.

975+00

MILE  
9

MILE  
9

970+00

8.9

965+00

8.8

960+00

8.7

955+00

8.6

950+00

BEGIN PROJECT  
M.P. 8.674

945+00

8.5

940+00

8.4

936+69

8.3

SCALE : 1" = 500'

KY 80  
DETAIL SHEETS  
(1 OF 7)

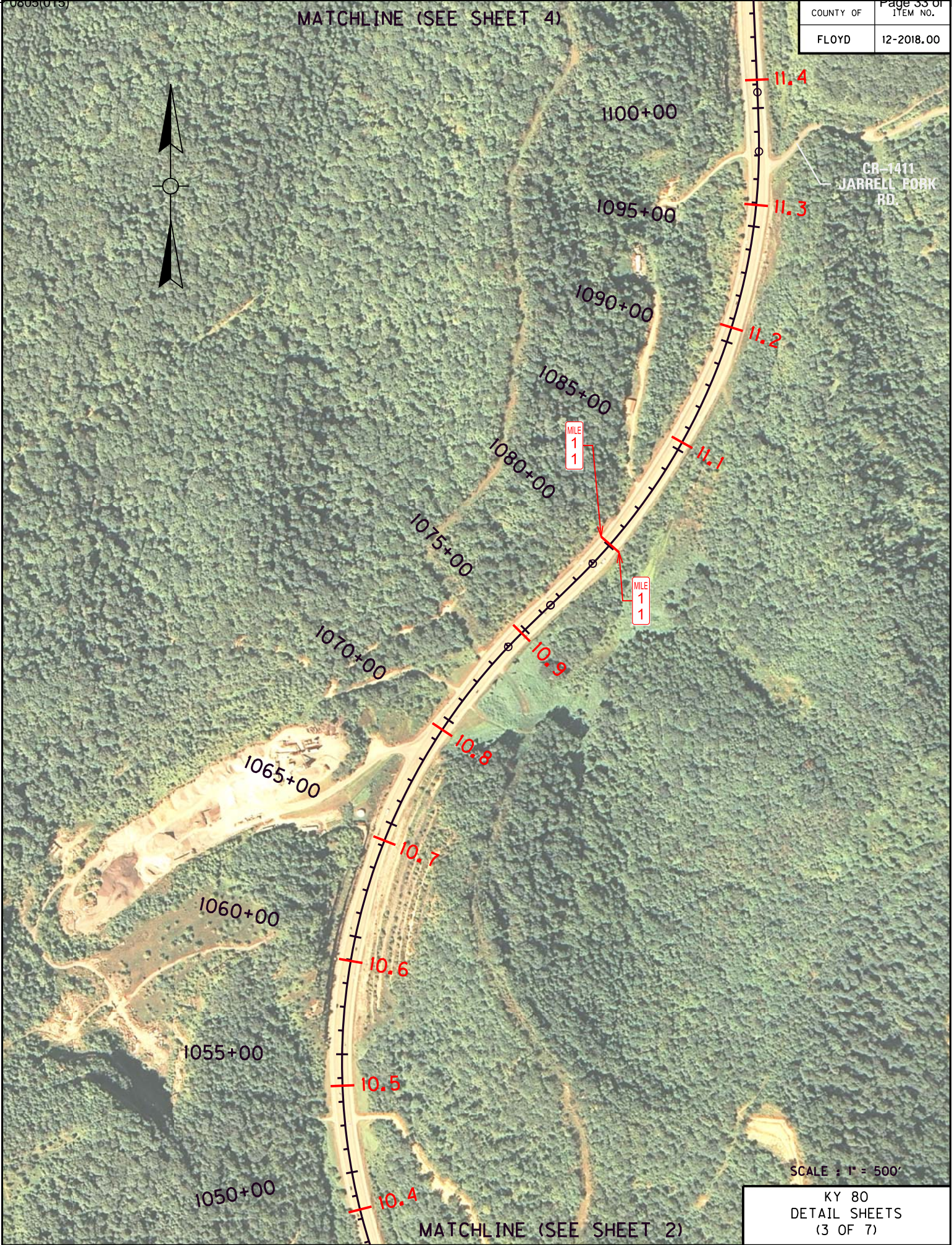
COUNTY OF	ITEM NO.
FLOYD	12-2018.00



KY 80  
DETAIL SHEETS  
(2 OF 7)

MATCHLINE (SEE SHEET 4)

COUNTY OF	ITEM NO.
FLOYD	12-2018.00



MATCHLINE (SEE SHEET 2)

MATCHLINE (SEE SHEET 5)

COUNTY OF	ITEM NO.
FLOYD	12-2018.00



La SIERRA DR.

1155+00

12.4

1150+00

12.3

1145+00

12.2

1140+00

12.1

1135+00

MILE  
1  
2

1130+00

MILE  
1  
2

1125+00

11.9

1120+00

11.8

1115+00

11.7

1110+00

11.6

MATCHLINE (SEE SHEET 3)

1105+00

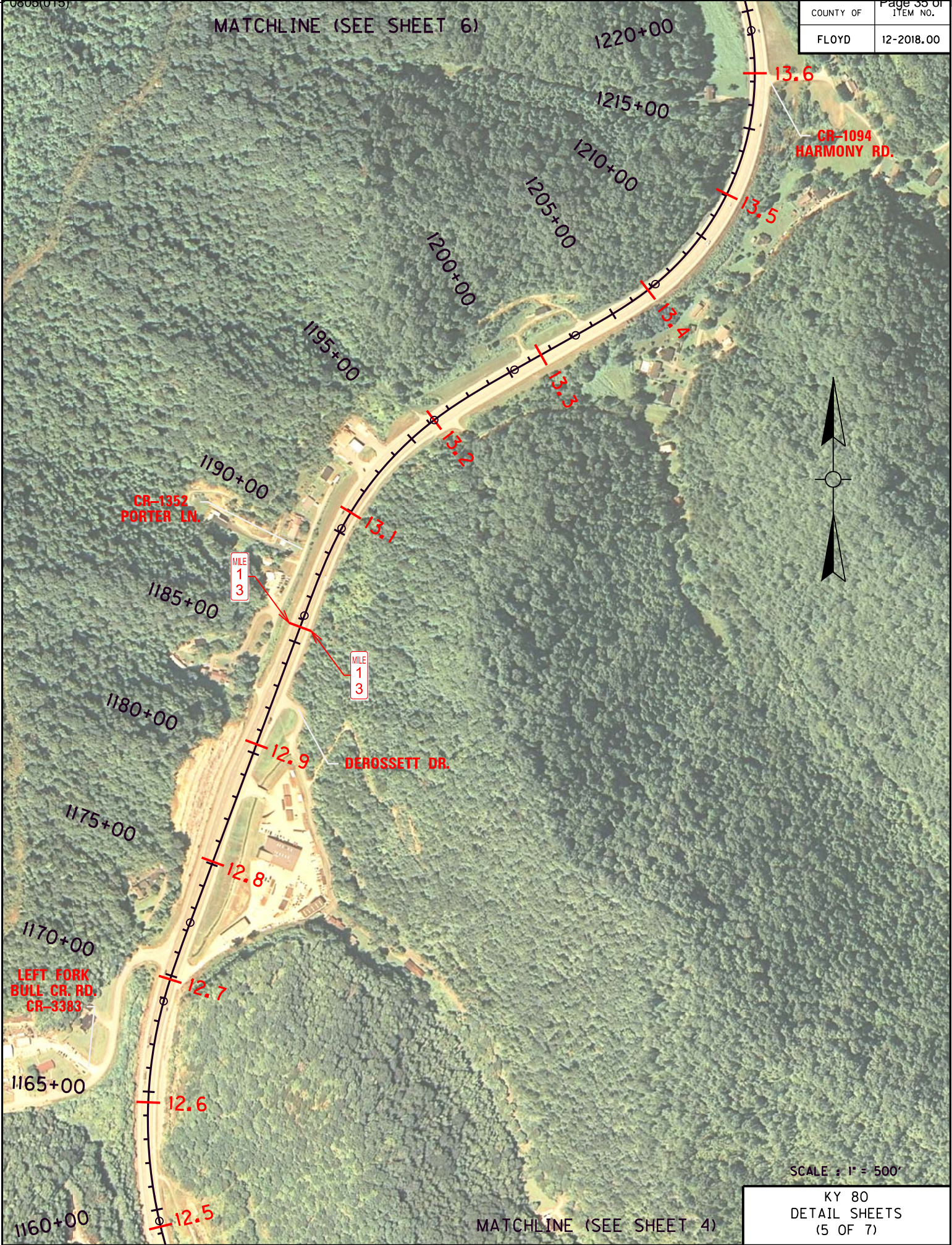
11.5

SCALE : 1" = 500'

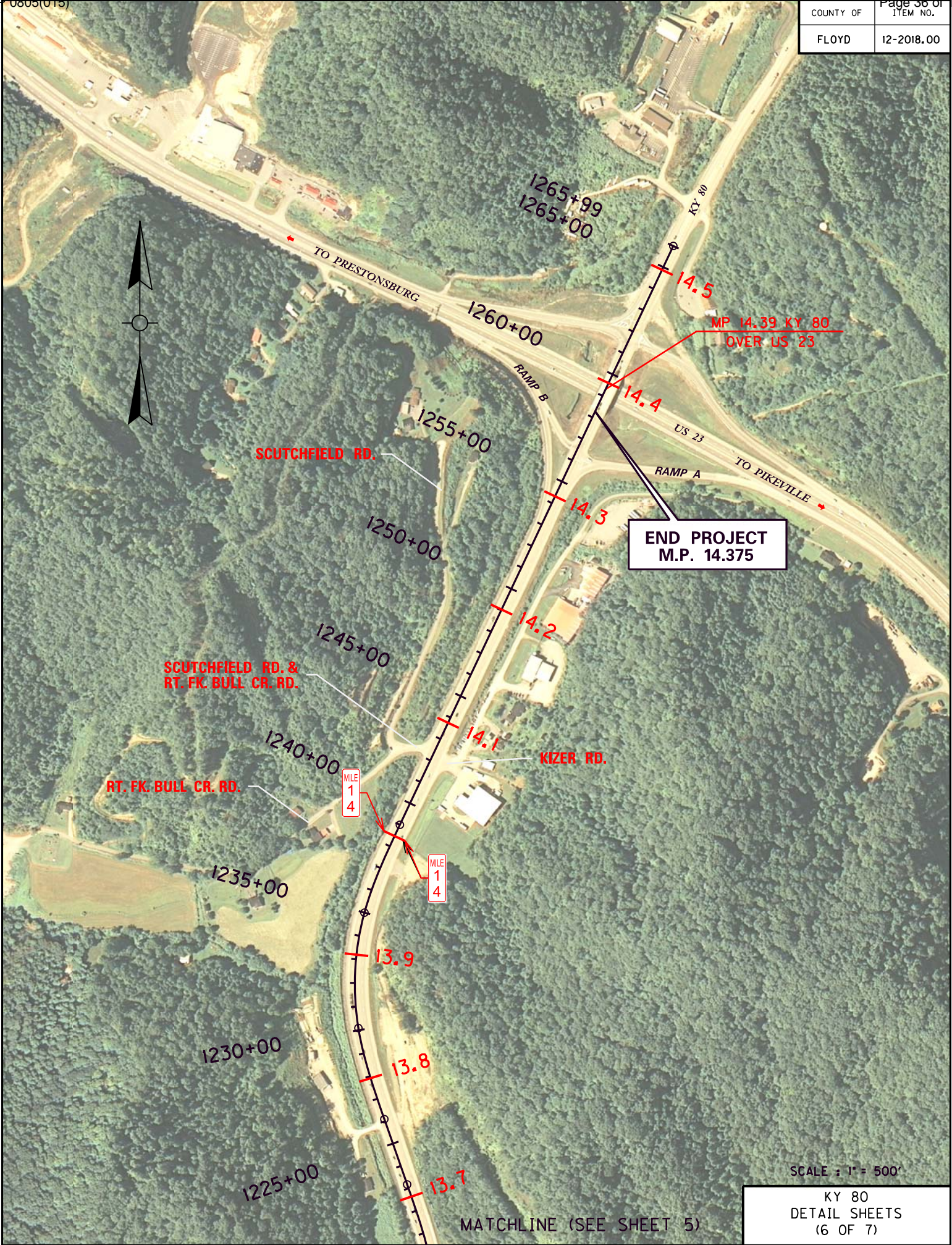
KY 80  
DETAIL SHEETS  
(4 OF 7)

COUNTY OF	ITEM NO.
FLOYD	12-2018.00

MATCHLINE (SEE SHEET 6)



COUNTY OF	ITEM NO.
FLOYD	12-2018.00

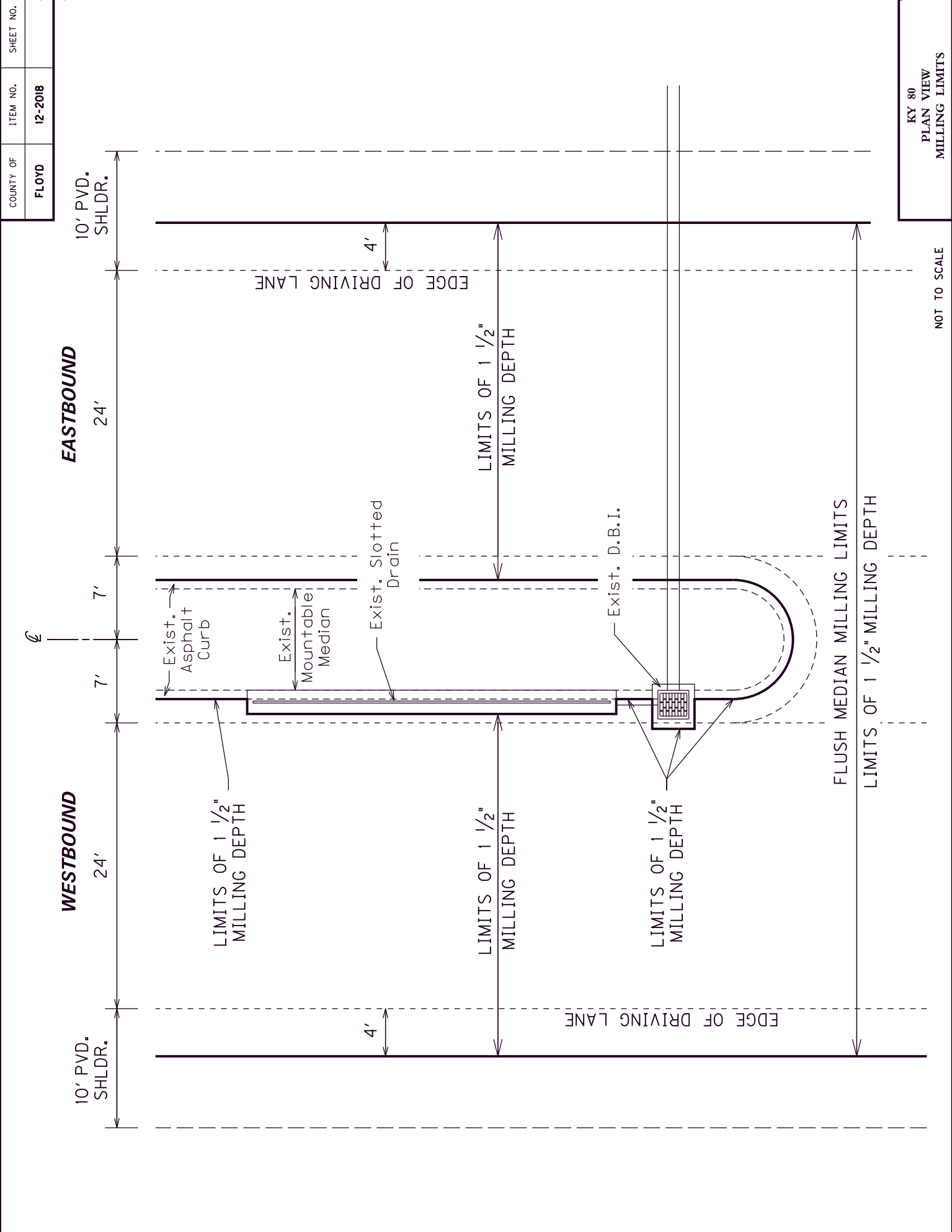


COUNTY OF	ITEM NO.
FLOYD	12-2018.00

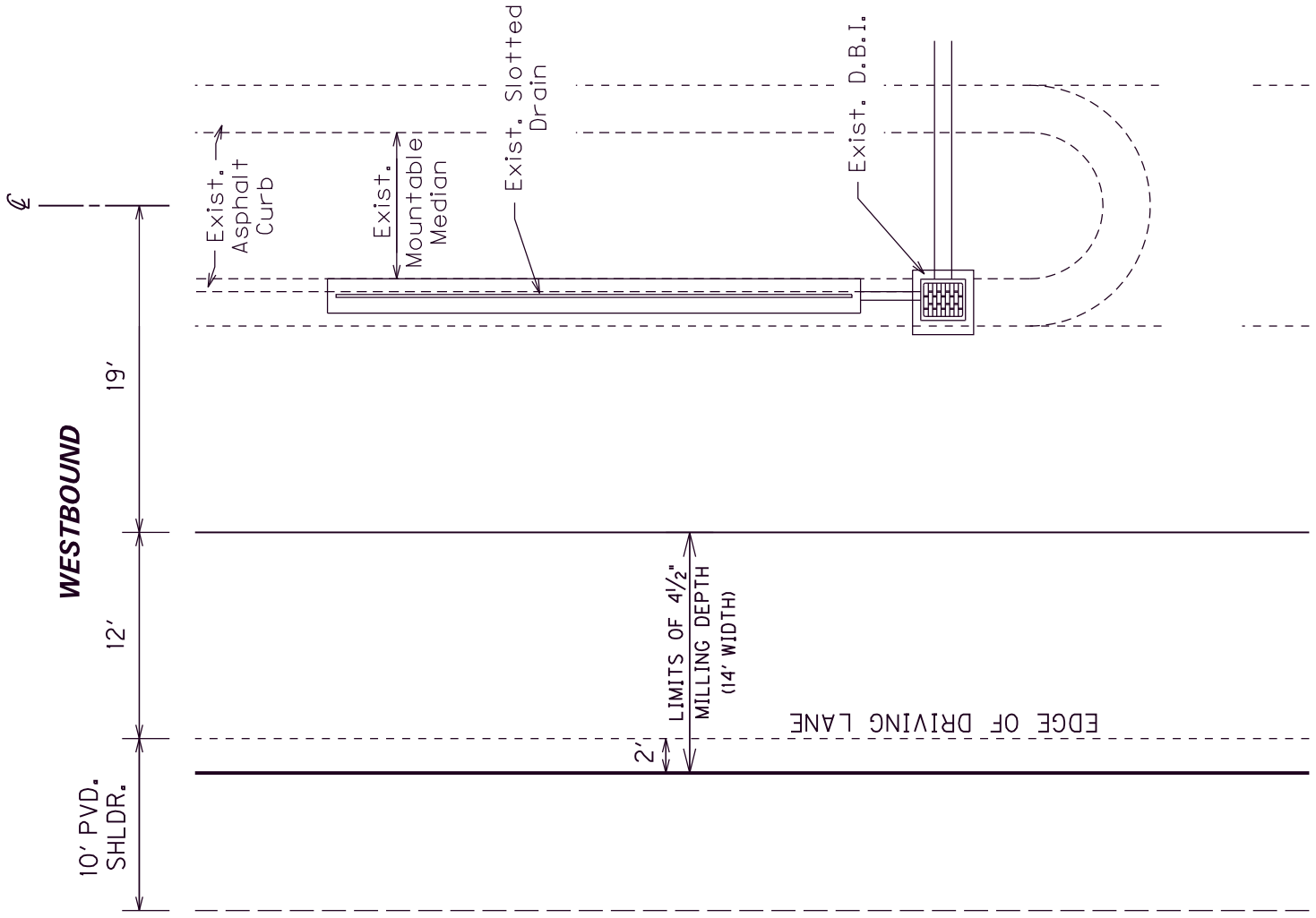


NOT TO SCALE

KY 80 - US 23  
INTERCHANGE  
DETAIL (7 OF 7)



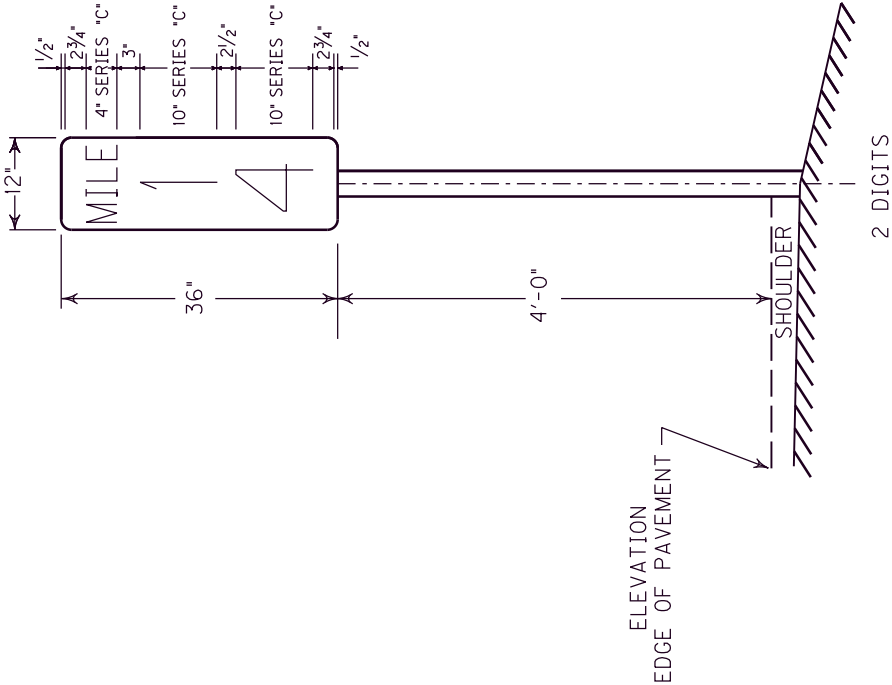
COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	



NOT TO SCALE

KY 80  
MILLING DETAIL  
4 1/2" DEPTH

REFERENCE LOCATION SIGN



COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	

MILE POINT RANGE FOR WESTBOUND DIRECTION	* NUMBER OF MILE POSTS
14 TO 9	6

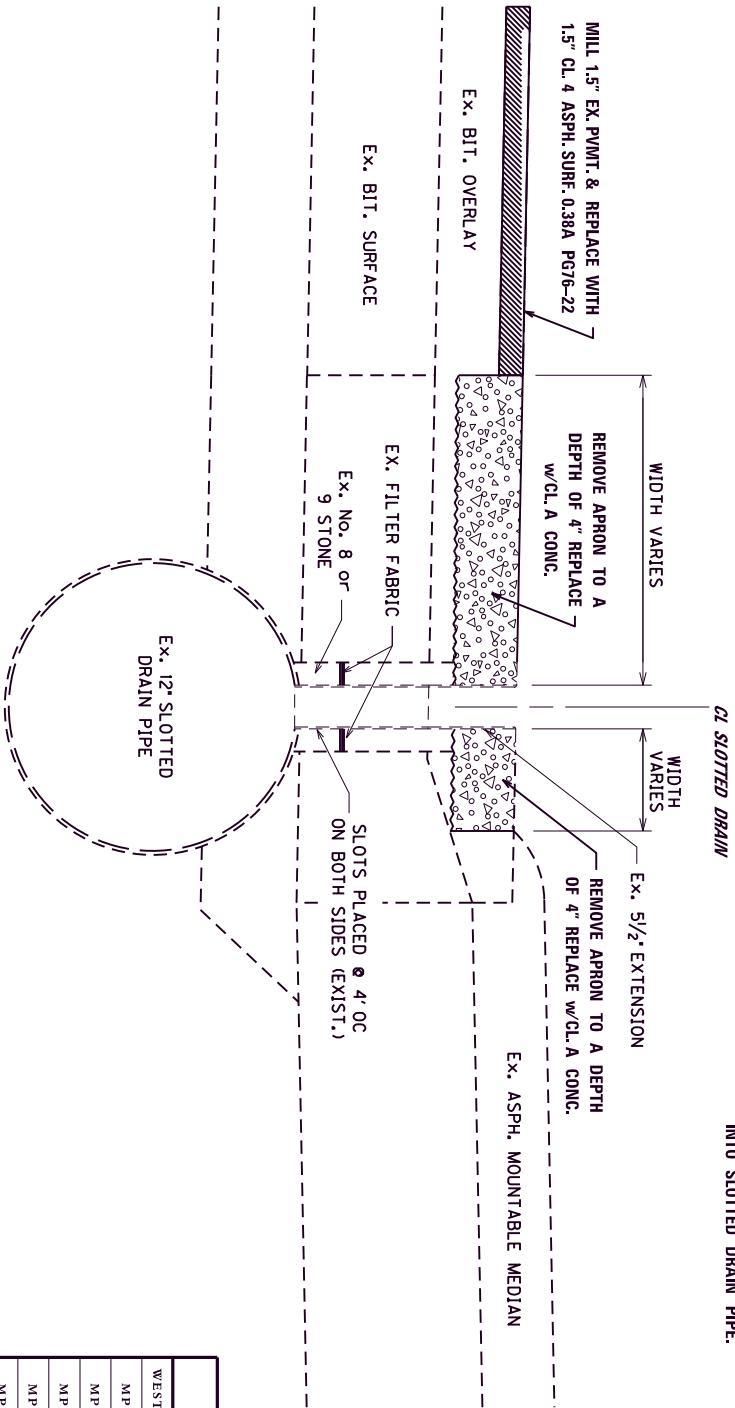
MILE POINT RANGE FOR EASTBOUND DIRECTION	* NUMBER OF MILE POSTS
9 TO 14	6

- NOTES:
- \* MILE POSTS ARE TO BE PLACED AT 1.0 MILE INTERVAL.
  - \*\* REMOVAL OF EXISTING REFERENCE MARKERS IS TO BE CONSIDERED INCIDENTAL TO THE CONTRACT.

TYPICAL SIGN PANEL DIMENSIONS  
AND REFERENCE MARKER LOCATION

COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	

NOTE : PROTECT SLOTTED DRAIN PIPE  
OPENING PRIOR TO CONCRETE REMOVAL  
TO PREVENT DEBRIS FROM FALLING  
INTO SLOTTED DRAIN PIPE.



SLOTTED DRAIN PIPE REPAIR DETAIL

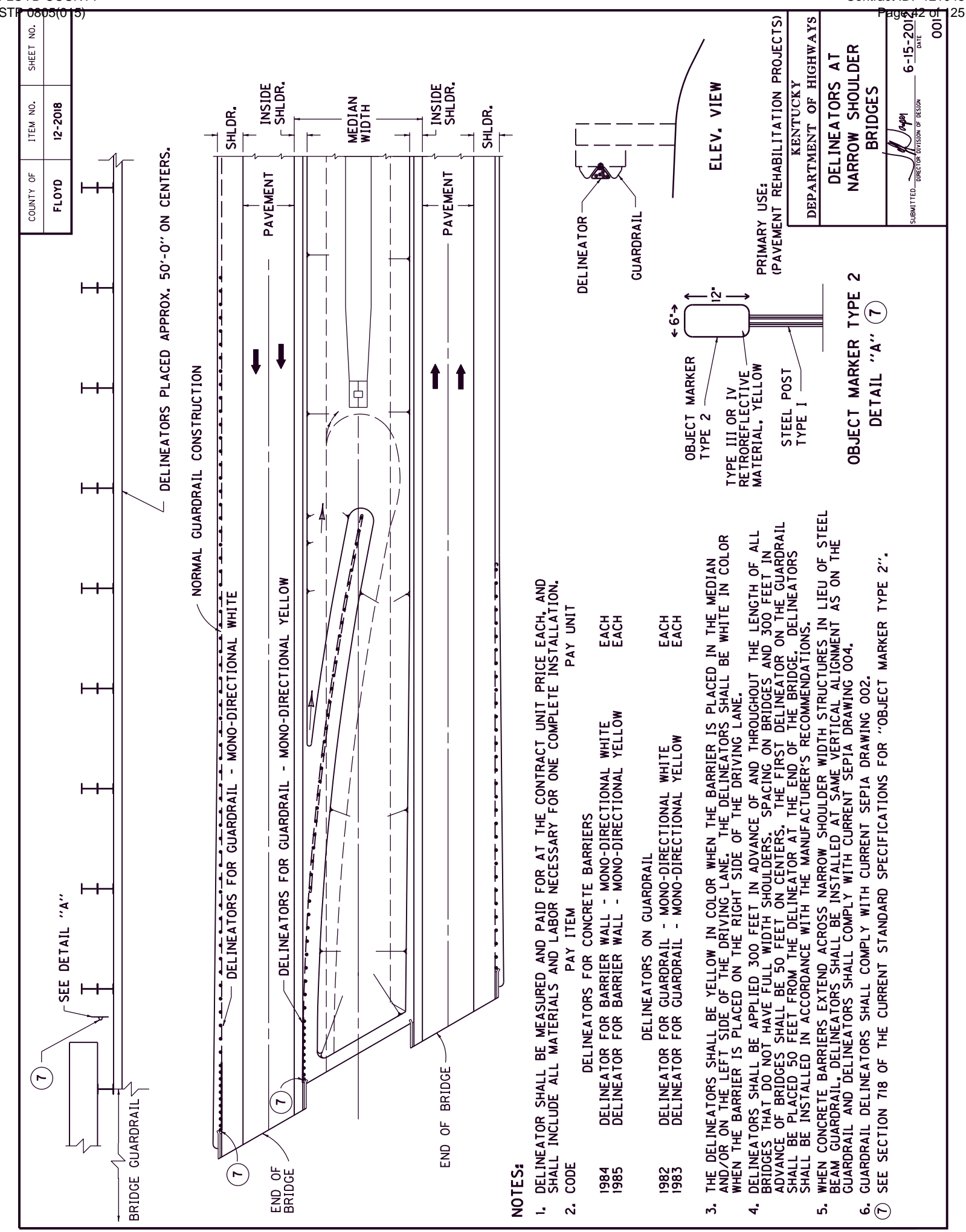
LOCATION	
WESTBOUND	EASTBOUND
MP 10.42	MP 9.22
MP 10.53	MP 9.39
MP 10.65	MP 9.53
MP 10.91	MP 11.05
MP 12.55	MP 12.23
MP 12.74	MP 12.32
MP 13.19	MP 12.61
	MP 13.39
	MP 13.43
	MP 13.48
	MP 13.58

The contract unit price per Lin. Ft. for "SLOTTED DRAIN PIPE REPAIR" shall be full compensation for all Materials, Labor, Concrete Removal and Replacement with Class 'A' Concrete and any Incidentals necessary for the complete installation as detailed. The existing pipe shall be cleaned by power washing or any other method approved by the Engineer.

NOTE: PORTIONS OF THE SDP IN ONE RUN MAY BE  
ACCEPTABLE TO LEAVE IN PLACE AT THE  
DIRECTION OF THE ENGINEER

NOT TO SCALE

SLOTTED DRAIN  
PIPE REPAIR DETAIL



COUNTY OF  
FLOYD

ITEM NO.  
12-2018

SHEET NO.

NOTES

1. THE DELINEATOR'S SHAPE AND DIMENSIONS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. TYPES OF DELINEATORS PERMITTED SHALL BE FROM THE LIST OF APPROVED MATERIALS.

2. DELINEATOR SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.

3. CODE  
1982 DELINEATOR FOR GUARDRAIL - MONO DIRECTIONAL WHITE  
1983 DELINEATOR FOR GUARDRAIL - MONO DIRECTIONAL YELLOW  
1987 DELINEATOR FOR GUARDRAIL - BI-DIRECTIONAL WHITE

4. GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL.

5. DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL.

6. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURER'S TOLERANCES.

7. WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL, AND DELINEATORS SHALL COMPLY WITH CURRENT SEP1A DRAWING 004.

8. DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

PAY UNIT  
EACH  
EACH  
EACH

5"

2 1/2"

2"

1 1/2"

3/4"

11/16"

PLAN VIEW

TYPE X1 SHEETING,  
YELLOW OR WHITE

3"

2 1/2"

FRONT VIEW

90° ±

SIDE VIEW

GUARDRAIL

DELINEATOR

SIDE VIEW

GUARDRAIL

DELINEATOR

TRAFFIC

FRONT VIEW

DELINEATOR

ISOMETRIC VIEW

BI-DIRECTIONAL WHITE DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC

TRAFFIC

TRAFFIC

BI-DIRECTIONAL WHITE DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC

MONO-DIRECTIONAL WHITE DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC

TRAFFIC

TRAFFIC

MONO-DIRECTIONAL YELLOW DELINEATOR  
FOR GUARDRAIL FACING TRAFFIC

PLACEMENT OF DELINEATORS  
FOR GUARDRAIL

APPROXIMATE DELINEATOR SPACING

TANGENT	100'
CURVE	50'

SPACING SHOULD BE ADJUSTED IN CURVES  
SO THAT SEVERAL DELINEATORS ARE ALWAYS  
SIMULTANEOUSLY VISIBLE TO THE ROAD USER.

KENTUCKY  
DEPARTMENT OF HIGHWAYS

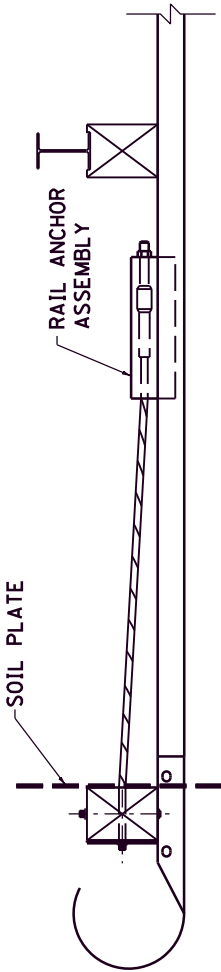
DELINEATORS  
FOR GUARDRAIL

SUBMITTED  
6-15-2018

DATE

002

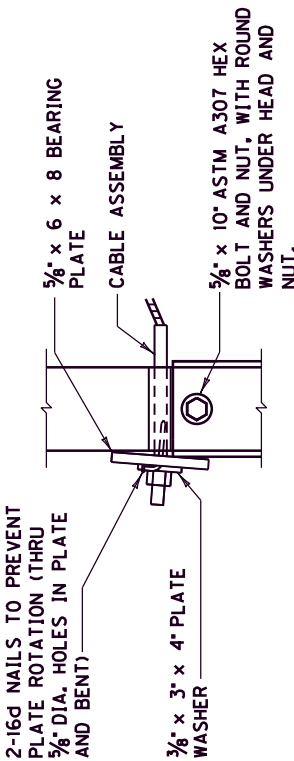
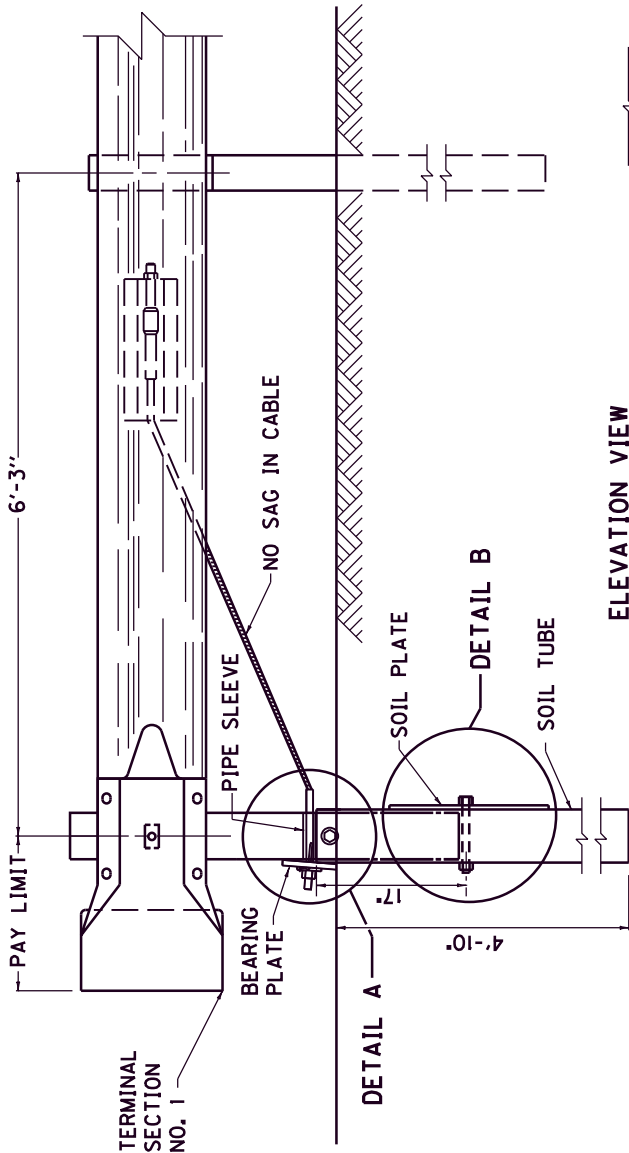
COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	



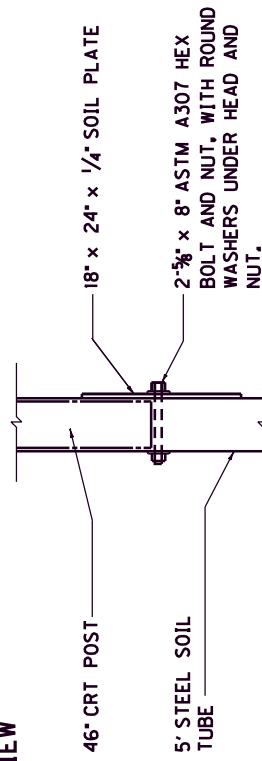
PLAN VIEW

NOTES

1. GUARDRAIL END TREATMENT TYPE 2A SHALL BE TO THE PAY LIMITS AS DETAILED. THE CONTRACT UNIT BID IS EACH AND SHALL INCLUDE A TERMINAL SECTION NO. 1, RAIL ANCHOR ASSEMBLY, CABLE ANCHOR ASSEMBLY AND ALL OTHER INCIDENTALS NECESSARY FOR A COMPLETE INSTALLATION AS DETAILED.
2. IN THE EVENT SOLID ROCK IS ENCOUNTERED, THE SOIL TUBE MAY BE SHORTENED, PROVIDED IT EXTENDS INTO THE SOLID GROUND A MINIMUM OF 3 FEET.
- ③ INSTALL BEARING PLATE SO THAT THE "V" OPENING IS AT THE TOP.



DETAIL A



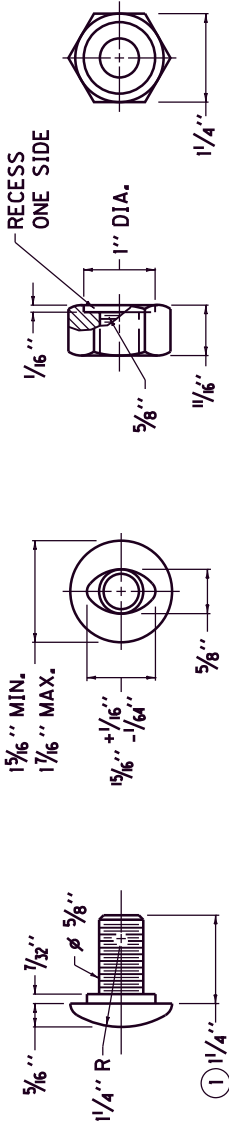
DETAIL B

USE WITH CUR. STD. DWGS.  
RBR-010, RBI-001,  
RBI-002, RBI-003

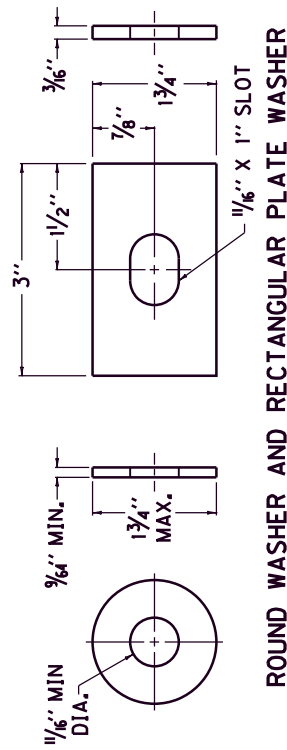
KENTUCKY DEPARTMENT OF HIGHWAYS
GUARDRAIL END TREATMENT TYPE 2A

SUBMITTED	DATE
6-15-2018	007

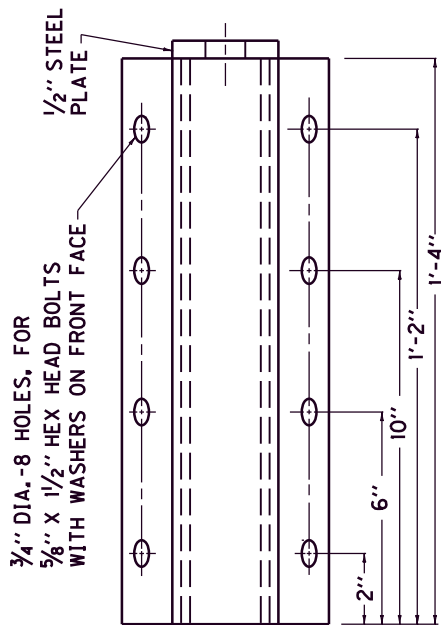
COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	



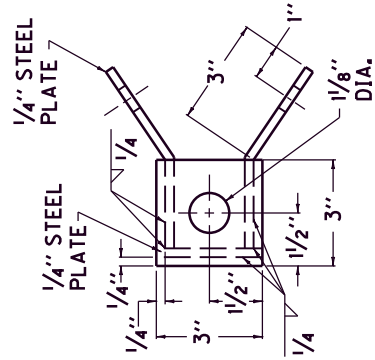
5/8" BUTTON HEAD BOLT AND RECESSED NUT



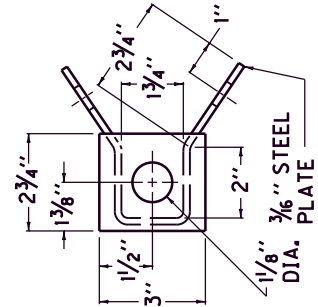
ROUND WASHER AND RECTANGULAR PLATE WASHER



RAIL ANCHOR ASSEMBLY



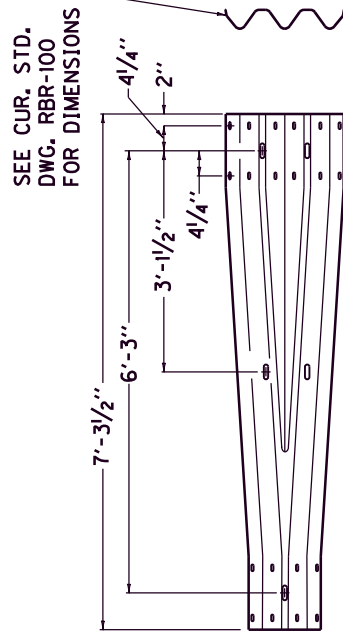
ALTERNATE NO. 1



ALTERNATE NO. 2

NOTES

- 1 RAIL BOLT SIMILAR EXCEPT LENGTH.
- 2 THE THRIE BEAM TO "W" BEAM CONNECTOR SHALL COMPLY WITH AASHTO M-180 CLASS A, TYPE 2 EXCEPT WHERE IN CONFLICT WITH THIS DETAIL.



THRIE BEAM TO "W" BEAM CONNECTOR 2

KENTUCKY DEPARTMENT OF HIGHWAYS
GUARDRAIL COMPONENTS
SUBMITTED: <i>[Signature]</i> DATE: 6-15-2018 TERRI DIVISION OF DESIGN
008

COUNTY OF	ITEM NO.
FLOYD	12-2018.00

STRIPING PLAN  
KY 80 @  
MARTIN CONNECTOR



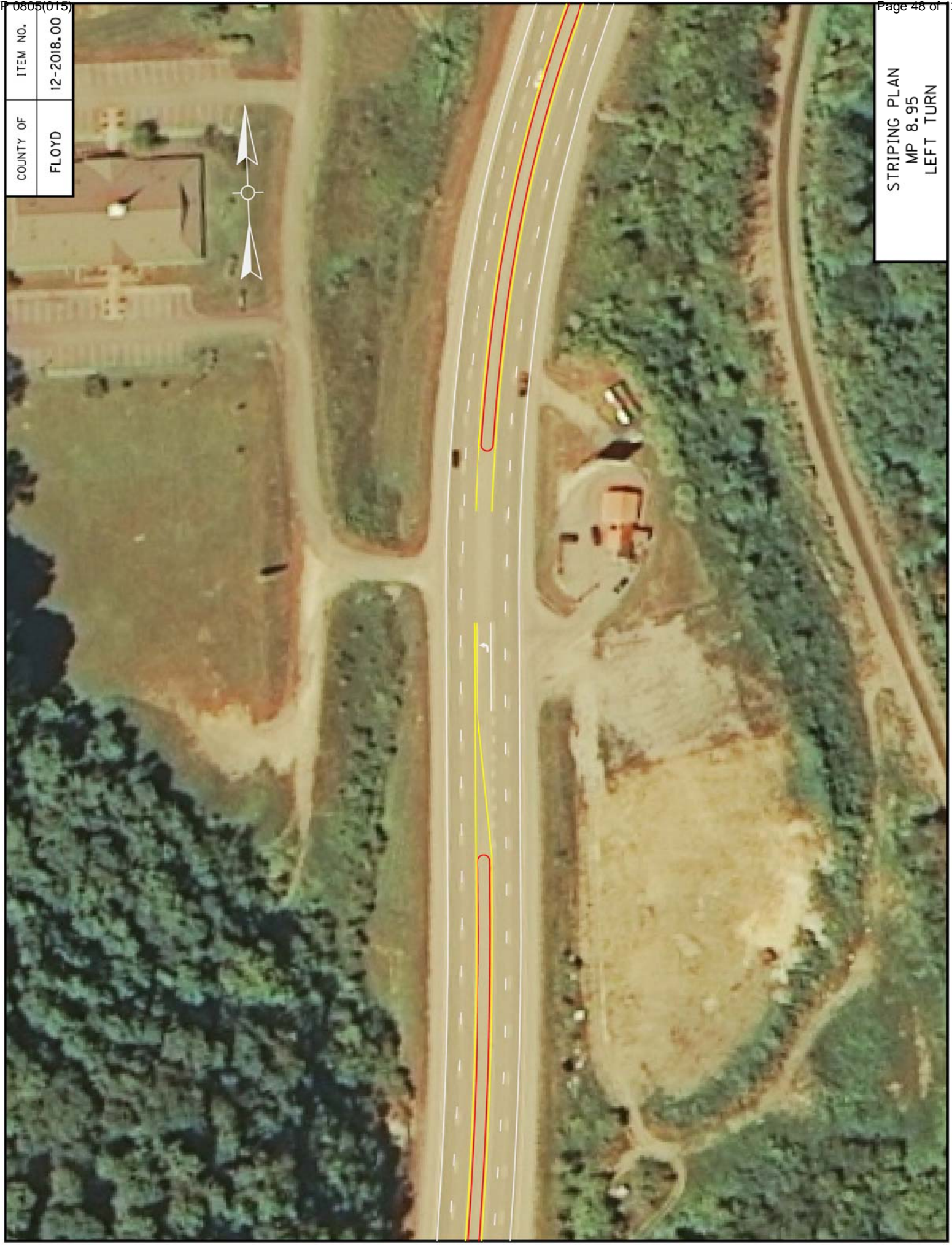


COUNTY OF	ITEM NO.
FLOYD	12-2018.00

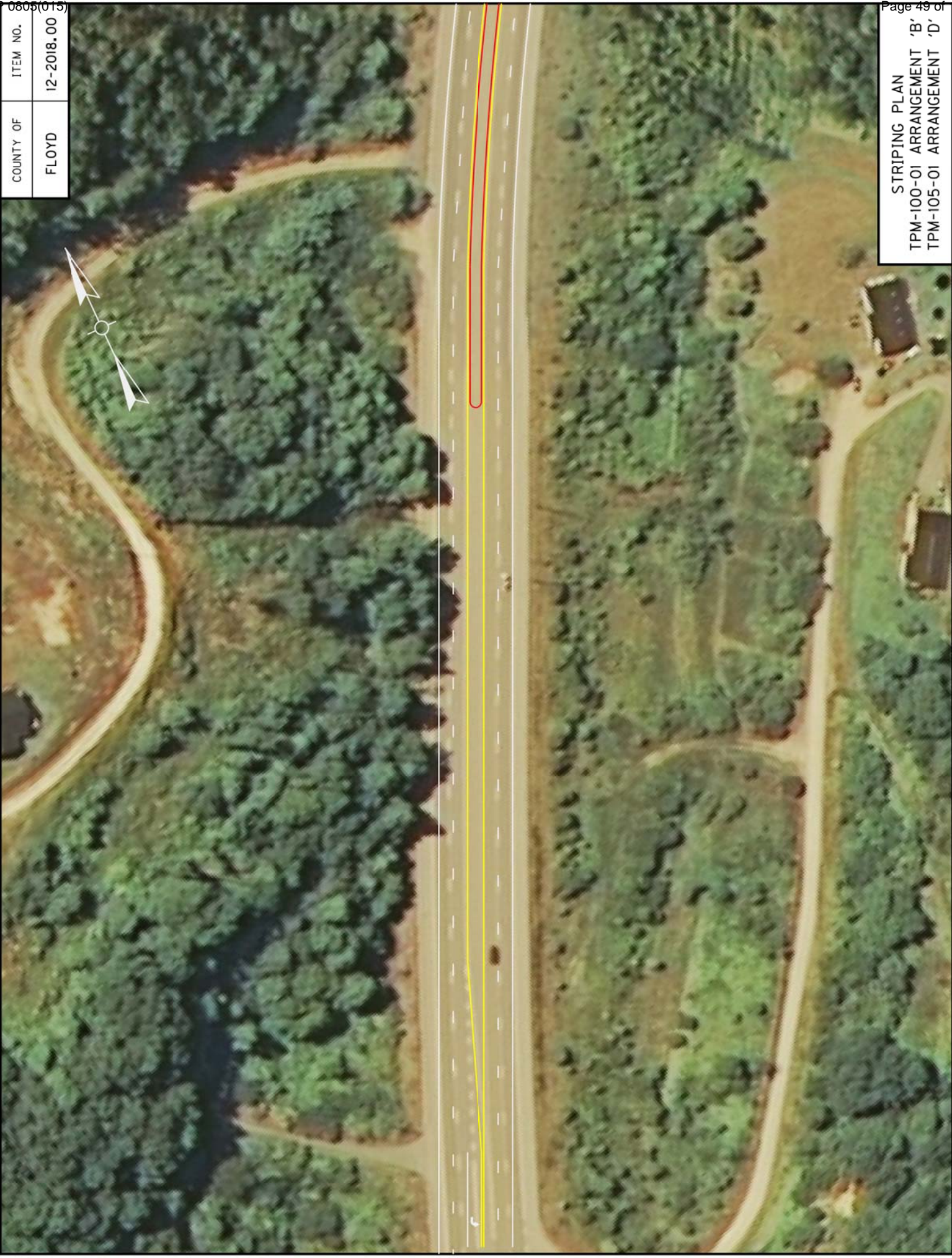
STRIPING PLAN  
MP 14.07  
LEFT & RIGHT TURNS

STR 0805(015)

COUNTY OF	ITEM NO.
FLOYD	12-2018.00

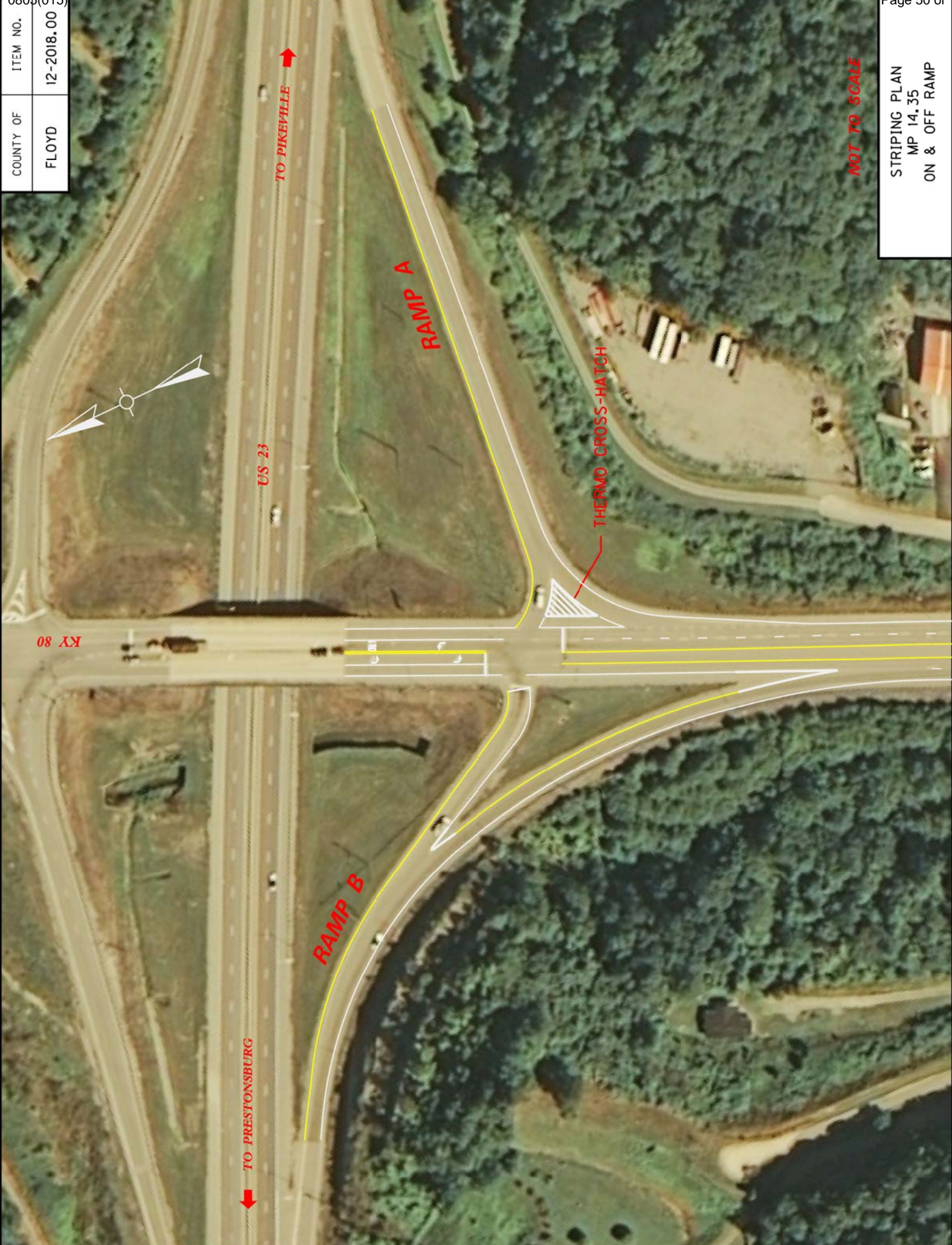


STRIPING PLAN  
MP 8.95  
LEFT TURN



COUNTY OF	ITEM NO.
FLOYD	12-2018.00

STRIPING PLAN
TPM-100-01 ARRANGEMENT 'B'
TPM-105-01 ARRANGEMENT 'D'



COUNTY OF	ITEM NO.
FLOYD	12-2018.00

NOT TO SCALE

STRIPING PLAN  
MP 14.35  
ON & OFF RAMP

**FLOYD COUNTY  
KY.80 (MARTIN TO PRESTONSBURG)  
MP 8.70 to MP 14.375  
Item No.12-2018.0**

<b>THIS PROJECT IS A PARTIALLY CONTROLLED HIGHWAY</b>
---

## **I. DESCRIPTION**

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

(1) Maintain and Control Traffic; (2) Remove and replace Damaged Guardrail and Guardrail End treatments at the locations listed and/or as directed by the Engineer; (3) Type V pavement markers and Permanent Striping; (4) Asphalt Pavement Milling and Texturing; (5) Asphalt Surface; (6) Loop Detectors and (7) All other work specified as part of this contract.

## **II. MATERIALS**

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

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Dense Graded Aggregate.** Crushed Stone Base may not be furnished in lieu of DGA.
- C. **Pavement Markings Perm. Paint 4".** (12 inch at entrance and exit ramp tapers).
- D. **Crushed Aggregate Size No. 2.** Crushed Aggregate Size No. 2 will be limestone.

- E. **Channel Lining Class II & III.** Channel lining will be quarry run limestone
- F. **SDP Repair.** Concrete used for SDP repair shall be Class 'A'.

### III. CONSTRUCTION METHODS

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Site Preparation.** Be responsible for all site preparation. Do not disturb existing signs. This item will include, but is not limited to, incidental excavation and backfilling; removal of all obstructions or any other items; disposal of materials; sweeping and removal of debris; shoulder preparation and restoration, temporary and permanent erosion and pollution control; and all incidentals. Site preparation will be only as approved or directed by the Engineer. Other than the bid items listed, no direct payment will be made for site preparation, but will be incidental to the other items of work.
- C. **Disposal of Waste.** Dispose of all debris and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. The contractor will be responsible for obtaining any necessary permits for this work. No separate payment will be made for the disposal of waste and debris from the project or obtaining the necessary permits, but will be incidental to the other items of the work.
- D. **Final Dressing, Clean Up, and Seeding and Protection.** After all work is completed, completely remove all debris from the job site. Perform Class A Final Dressing on all disturbed areas. Sow disturbed earthen areas with Seed Mixture No. I. These items are incidental to other items in the contract.
- E. **Guardrail.** Remove and replace damaged guardrail and guardrail End Treatments listed in the Guardrail Summary or as directed by the Engineer. Quantities are approximate only. Actual locations will be determined by the Engineer at the time of construction. Grade and reshape shoulders to proper template for new End Treatment. Utilize DGA for embankment when required for new end treatments. Remove any existing guardrail or end treatment with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail or end treatment is replaced in that area. The Contractor shall deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd in Frankfort, KY. Contact Section Supervisor at (502) 564-8187 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 3:30PM, Monday through Friday. A guardrail delivery verification sheet is included in the proposal which must be completed.

- F. **Pavement Striping and Pavement Markers.** Permanent striping will be in accordance with Section 713 and 717, except that:

- (1) Striping will be 4" in width, except 12" in gore area;
- (2) Permanent or temporary striping will be in place before a lane is opened to traffic; and
- (3) Permanent striping will be permanent paint (Item No.'s 6517 -6514)

Typical striping plans have been included in the proposal. Refer to TPM 100-01 Arrangement B, TPM 105-02 Arrangement D, TPM 125-02 and TPM 130-02 for pavement marker locations.

- G. **On-Site Inspection.** Each Contractor submitting a bid for this work will make a thorough inspection of the site prior to submitting a bid and will thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. Any claims resulting from site conditions will not be honored by the Department.
- H. **Caution:** Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information above.
- I. **Utility Clearance.** It is not anticipated that utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities.
- J. **Ditching.** In addition to Construction Requirements in Section 209 of the Standard Specifications ditching shall include cleaning and grading to drain existing perforated pipe headwalls throughout the project.
- K. **Mile Posts (Reference Markers)** Mile points 10, 12, 13 and 14 shall be replaced at their current location. Mile points 9 and 11 will be measured from previous Mile Post and reestablished in the field. Mile posts will be established prior to beginning work as all construction activities are referenced to mile points.
- L. **Channel Lining Class II & III.** Channel lining is to be used at pipe inlets or outlets with significant erosion and shoulder washouts in locations as noted below or directed by the Engineer.

<u>MP</u>	<u>Approx. Sta. &amp; Offset</u>
9.03	976+15 / 65 Rt.
9.07	978+42 / 65 Rt.
10.10	1032+72 / 56.5 Rt.
10.19	1037+20 / 55 Rt.
10.85	1072+35 / 43 Rt.
10.86	1072+91 / 39 Rt.
11.51	1106+86 / 41 Rt.

- M. **Erosion Control Blanket.** Erosion control blanket is to be placed in all ditching areas when ditching is complete, on slope stabilization areas, or as directed by the Engineer. Use Seed Mixture No. 1
- N. **Crushed Aggregate No.2.** Crushed Aggregate Size No.2 shall be used for repair of shoulder washouts, eroded areas around pipe outlets where channel lining is not feasible or any other areas as directed by the Engineer.
- O. **Delineators for Guardrail.** Contrary to the Standard Drawings Delineators for Guardrail shall be installed on all guardrail areas using spacing as shown on the Detail provided in the proposal.
- P. **Dense Graded Aggregate.** DGA base shall be used at the edge of paved shoulder to bring the shoulder up to grade with the asphalt. Quantities have been calculated at 4 feet wide and 2" in depth for the length of project both eastbound and westbound. One application of asphalt seal coat shall be applied at a rate of 2.4 lbs. per sq. yd. and asphalt seal aggregate shall be applied at the rate of 20 lbs. per sq. yd. The Engineer will make the final determination of where the DGA is to be used for shoulder repairs. DGA will also be used for shoulder repair prior to guardrail and guardrail end treatment installation.
- Q. **Existing Pavement Markers.** All existing pavement markers shall be removed prior to milling the existing pavement. Remove existing pavement markers shall be paid per each.

#### IV. METHOD OF MEASUREMENT

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Site Preparation.** Other than the bid items listed, site preparation will not be measured for payment, but will be incidental to the other items of work.
- C. **Crushed Aggregate Size No. 2.** Payment will be based on the tons used around the perforated pipe outlet headwalls or in other areas designated by the Engineer.

- D. **Dense Graded Aggregate.** DGA shall be measured per ton and used as directed by the Engineer.
  
- E. **Raised Pavement Markers and Permanent Striping.** Permanent striping (4" and 12") is measured per linear foot. See Traffic Control Plan. Type V Pavement Markers are measured as each.
  
- F. **Erosion Control.** Erosion control items are not listed as bid items and will not be measured for payment, but will be considered incidental to the "lump sum" price for the bid item "KPDES Permit and Temporary Erosion Control".
  
- G. **Erosion Control Blanket.** Erosion Control Blanket is measured by square yard and is to be used in ditching areas and slope stabilization areas as directed by the Engineer.
  
- H. **Shoulder Rumble Strips – Sawed.** Shoulder Rumble Strips - Sawed shall meet the requirements of Section 403.03.08 (1) Interstates and Parkways of the Standard Specifications.
  
- I. **Slotted Drain Pipe (SDP) Repair.** The concrete apron on the existing slotted drain pipe shall be repaired as shown on the detail provided in the proposal. The contract unit price bid per Linear Feet shall include all materials and labor required to complete the repair as shown on the detail. Portions of the SDP in one run may be acceptable to leave in place at the direction of the engineer.

## **BASIS OF PAYMENT**

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

- A. **Maintain and Control Traffic.** See Traffic Control Plan.
- B. **Site Preparation.** Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.
- C. **Dense Grade Aggregate.** See Section 302 of the Standard Specifications.
- D. **Raised Pavement Markers and Permanent Striping.** See Section 712 and 713 of the Standard Specifications.
- E. **Guardrail Components.** Guardrail replacement items are listed on the Guardrail Summary. The unit price bid for each item shall include the removal of each existing item, furnish and install replacement items and hauling the existing items to the Central Sign Shop in Frankfort, Ky.
- F. **Slotted Drain Pipe (SDP) Repair.** The contract unit price bid per Linear Feet shall include all materials and labor required to complete the repair as shown on the detail.
- G **Clean Slotted Drain Pipe (SDP).** Clean Slotted Drain Pipe shall be paid for per Linear Feet and shall include all materials and labor required to clean the pipe to the satisfaction of the Engineer

**NOTES APPLICABLE TO PROJECT  
PAVEMENT REHABILITATION  
FLOYD COUNTY  
KY. 80 (MARTIN TO PRESTONSBURG)  
MP 8.70 to MP 14.375  
Item No. 12-2018.0**

---

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

Ky.80 MP 9.08  
Ky.80 MP 9.45  
Ky.80 MP 9.52  
Ky.80 MP 11.30  
Ky.80 MP 11.98  
Ky.80 MP 12.14  
Ky.80 MP 12.45  
Ky.80 MP 12.67  
Ky.80 MP 13.34  
Ky.80 MP 13.96

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

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

3. All existing Damaged Guardrail, End Treatments, and Terminal Sections are to be removed and replaced with this project. The location of new guardrail segments and end treatments are listed by milepoints. Exact placement is to be approved by the Engineer during construction. Guardrail installation is to take place one week after the general milling & filling paving operations are

completed.

The Contractor shall deliver existing salvaged guardrail materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd in Frankfort, KY. Contact Section Supervisor at (502) 564-8187 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 3:30PM, Monday through Friday. There is a guardrail delivery verification sheet which must be completed and signed by the Contractor, Engineer and a representative of the Central Sign Shop and Recycle Center. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area. A maximum of seven calendar days will be allowed between the removal of a guardrail section and the installation of new guardrail at that same location.

4. The existing edge drain system is to be preserved. Any part of the edge drain system damaged during construction will be replaced at the contractor's expense. The Contractor shall clean all existing perforated pipe headwalls on the project. The cleaning of these headwalls is incidental to the bid item for "Ditching".
5. A quantity of Channel Lining Class II & Channel Lining Class III has been included to be applied to eroded areas around drainage outlets and for some of the areas that are to be ditched. The actual limits of ditching and/or channel lining shall be as directed and/or approved by the Engineer. Geotextile Fabric Type I will not be measured for payment and will be considered incidental to channel lining.
6. Any roadway signs that are damaged during construction are to be replaced at the contractor's expense.
7. Any light poles or signal poles that are damaged during construction are to be replaced at the contractor's expense.
8. The cleaning of existing pipe culvert inlets and outlets 36 inches or less in diameter shall be included in the bid price for "Ditching" in accordance with Section 209.03.01 of the 2012 Edition of the Standard Specifications for Road and Bridge Construction. This includes the cleaning of existing perforated pipe headwalls.
9. Type V Pavement Markers shall be installed per Standard Drawing TPM-100-01 Arrangement "B" with mountable median and TPM 105-02 Arrangement D with flush median. Existing pavement markers are to be removed prior to the milling operation.
10. Prior to milling and/or resurfacing the contractor shall locate and document the location of existing pavement markings, including left or right turn tapers and storage lengths on mainline, areas of flush median not used for two way left

turns and the location of all existing thermoplastic intersection markings. After resurfacing, replace the markings at their existing locations per Standard Drawing or as directed by the Engineer.

11. Areas where extensive cracking has occurred shall be milled to a depth of 4.5" or as directed by the Engineer and replaced with 3"+/- CI 4 Asphalt Base 1.0D PG 76-22 and 1.5" CI 4 Asphalt Surface 0.38A PG 76-22. Areas are approximate. Final dimensions and areas to be milled are to be determined by the Engineer. Additional quantities for milling and Asphalt Base have been included in the quantities for areas designated by the Engineer.

**Areas requiring additional milling:**

MP 9.36 – MP 9.48 WB Lane - Approx. Quantity 986 sq. yds.

MP 11.21 – MP 12.41 WB lane – Approx. Quantity 9856 sq. yds.

MP 14.20 – MP 14.35 WB Lane - Approx. Quantity 1232 sq.yds.

MP 13.87 – MP 14.10 EB Lane – Approx. Quantity 2464 sq. yds.

12. Milling and resurfacing limits shall extend to the back of the radius return for approach roads. Carry the four foot shoulder milling and resurfacing through the entrances. See milling limit detail sheet for 4 ½" milling and milling around slotted drain pipes.

REFERENCES

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

RBC-001-10	GUARDRAIL CONNECTOR TO BRIDGE END TYPE A AND A1
RBC-002-02	GUARDRAIL CONNECTOR TO BRIDGE END TYPE A COMPONENTS
RBC-003-07	GUARDRAIL CONNECTOR TO BRIDGE END TYPE A AND A1 COMPONENTS
RBI-001-09	TYPICAL GUARDRAIL INSTALLATIONS
RBI-002-06	TYPICAL GUARDRAIL INSTALLATIONS
RBI-004-04	INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1
RBR-001-11	STEEL BEAM GUARDRAIL (W-BEAM)
RBR-005-10	GUARDRAIL COMPONENTS
RBR-010-05	GUARDRAIL TERMINAL SECTIONS
RBR-015-04	GUARDRAIL POSTS
RBR-016-04	GUARDRAIL POSTS
RBR-020-03	GUARDRAIL END TREATMENT TYPE 1
RBR-025-04	GUARDRAIL END TREATMENT TYPE 2A
RDD-040-04	CHANNEL LINING CLASS II AND III
RDX-210-02	TEMPORARY SILT FENCE
RDX-220-04	SILT TRAP - TYPE A
RDX-225	SILT TRAP - TYPE B
RDX-230	SILT TRAP - TYPE C
TPM-100-01	PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS
TPM-105-02	PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS
TPM-125-02	PAVEMENT MARKER ARRANGEMENT EXIT-GORE AND OFF-RAMP
TPM-130-02	PAVEMENT MARKER ARRANGEMENTS ON-RAMP WITH TAPERED ACCELERATION LANE
TPM-135-02	PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANE
TTC-115-02	LANE CLOSURE MULTI-LANE HIGHWAY CASE I
TTC-120-02	LANE CLOSURE MULTI-LANE HIGHWAY CASE II
TTC-135-01	SHOULDER CLOSURE
TTD-110-01	POST SPLICING DETAIL
TTD-120	WORK ZONE SPEED LIMIT AND DOUBLE FINE SIGNS
TTD-125-01	PAVEMENT CONDITION WARNING SIGNS
TTS-110-01	MOBILE OPERATION FOR PAINT STRIPING CASE III
TTS-115-01	MOBILE OPERATION FOR PAINT STRIPING CASE IV

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

Special Note 1I	Portable Changeable Message Signs <i>attached</i> (1/5/2010)
Special Note	Typical Section Dimensions <i>attached</i>
Special Note	Before You Dig <i>attached</i>
Special Note	Guardrail Delivery Verification Sheet <i>attached</i>
Special Note	Fixed Completion Date and Liquidated Damages <i>attached</i>
Special Note	Erosion Prevention and Sediment Control <i>attached</i>
Special Note	Material Transfer Vehicle <i>attached</i>
Special Note	Asphalt Milling and Texturing <i>attached</i>
Special Note	Longitudinal Pavement Joint Adhesive <i>attached</i>

**SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS  
KY. 80**

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

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

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

Guardrail Delivery Verification Sheet  
Floyd Co. Ky. 80

Item No. 12-2018.0

<u>Guardrail, End Treatment, Terminal Section or Post Type</u>	<u>Unit</u>	<u>Field Verified Amount</u>	<u>Delivered Amount</u>
Guardrail-Steel W Beam	LF		
Temporary Guardrail	LF		
Guardrail Terminal Section	Each		
Guardrail Terminal Section	Each		
Crash Cushion Type Ix-A	Each		
Guardrail End Treatment Type 1	Each		
Guardrail End Treatment Type 2a	Each		
Guardrail End Treatment Type 3	Each		
Guardrail End Treatment Type 4a	Each		
Guardrail End Treatment Type 7	Each		
Guardrail Connector To Bridge End	Each		
Guardrail Connector To Conc. Med Barr	Each		
Guardrail Connect-Shld. Bridge Pier	Each		
Steel Blockouts	Each		
Steel Guardrail Post	Each		

Removed guardrail, end treatments, terminal sections, and posts shall be delivered to the Central Sign Shop and Recycle Center in Frankfort, KY (502-564-8187) between the hours of 8:00 AM and 3:30 PM Monday through Friday and shall be neatly stacked in accordance with section 719.03.07 of the standard specifications. Contractor, engineer, and Central Sign Shop and Recycle Center representative must all sign off on this sheet before payment may be made.

	Printed Name	Signature	Date
Resident Engineer (or Representative)			
Contractor (or Representative)			
Central Sign Shop and Recycle Center Representative			

**Special Note For Fixed Completion Date and  
Liquidated Damages  
Ky. 80  
Floyd County  
Item No. 12-2018.0**

Contrary to Section 108.09, Liquidated Damages of \$5,000 per calendar day will be assessed for each day work remains uncompleted beyond the Specified Project Completion Date. This project has a Fixed Project Completion Date of July 31<sup>th</sup>, 2013. Paving and Milling is not to be started until April 1<sup>st</sup>, 2013.

All other applicable portions of Section 108 apply.

**Special Note For:  
Erosion Prevention and Sediment Control  
Floyd Co. Ky. 80  
Item No. 12-2018.0**

The Contractor shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name the contractor as the Facility Operator and include the KYTC Contract ID Number (CID) for reference.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on August 1, 2009 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2008 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices" as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

The Contractor shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

**Payment:** Payment will be at the contract unit price for K.P.D.E.S Permit & Temporary Erosion Control: Lump Sum.

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

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

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

## **2.0 MATERIALS.**

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

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

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

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.
- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.

- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/⇒⇒⇒/  
/KEEP/LEFT/⇐⇐⇐/  
/LOOSE/GRAVEL/AHEAD/  
/RD WORK/NEXT/\*\*MILES/  
/TWO WAY/TRAFFIC/AHEAD/  
/PAINT/CREW/AHEAD/  
/REDUCE/SPEED/\*\*MPH/  
/BRIDGE/WORK/\*\*0 FT/  
/MAX/SPEED/\*\*MPH/  
/SURVEY/PARTY/AHEAD/

/MIN/SPEED/\*\*MPH/  
/ICY/BRIDGE/AHEAD/ /ONE  
LANE/BRIDGE/AHEAD/  
/ROUGH/ROAD/AHEAD/  
/MERGING/TRAFFIC/AHEAD/  
/NEXT/\*\*/MILES/  
/HEAVY/TRAFFIC/AHEAD/  
/SPEED/LIMIT/\*\*MPH/  
/BUMP/AHEAD/  
/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.

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

2.3 Power.

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

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

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

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

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

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

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

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

Effective June 15, 2012

**SPECIAL NOTE FOR MATERIAL TRANSFER VEHICLE (MTV)**

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

### **SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING**

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

Deliver 5000 tons to the Floyd County State Maintenance facility in Allen Kentucky. The Contractor, at his option, may elect to keep the remainder of the material at an agreed cost of \$7.50 per ton. The cost to the Contractor for this material will be deducted from money due on the Contract. If the contractor elects not to keep the remainder of the material it shall also be delivered to the Floyd County State Maintenance Facility.

#### **Notice to Contractor**

**Transfer of millings to the state maintenance facility is considered a part of the construction project, therefore truck operators are subject to receiving prevailing wages.**

## SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

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

### 2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1 or 2.1.2.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 3236
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

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

2.1.2 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Softening Point <sup>1</sup> , ° F	176 min.	AASHTO T 53
Cone Penetration <sup>2</sup> , 77 ° F	20-60	ASTM D 5329
Flow <sup>1</sup> , 140 ° F (mm)	5.0 max.	ASTM D 5329
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329
Asphalt Compatibility	Pass	ASTM D 5329
Resilience <sup>2</sup> , 77 ° F (%)	30 min.	ASTM D 5329
Slump Test <sup>1</sup> , 300 ° F (mm)	2.0 max.	ASTM D 2202

<sup>1</sup> Cold sample forced into molds at 325 ° F.

<sup>2</sup> Field sample extruded into mold at application temperature.

Ensure the temperature of the pavement joint adhesive is between 300 and 350 °F when the material is extruded in a 0.20 to 0.40-inch-thick band over the entire face of the longitudinal joint.

## 2.2. Equipment.

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

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

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

## 3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

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

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

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

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods,

equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.

5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 ° F (Pa•s) ASTM D 3236	4.0-10.0	3.5-10.5	3.0-3.4 10.6-11.0	2.5-2.9 11.1-11.5	2.0-2.4 11.6-12.0	≤ 1.9 ≥ 12.1
Cone Penetration, 77 ° F ASTM D 5329	60-100	57-103	54-56 104-106	51-53 107-109	48-50 110-112	≤ 47 ≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Joint Adhesive Referenced in Subsection 2.1.2						
Flow, 140 ° F (mm) ASTM D 5329	≤ 5	5.1-5.2	5.3-5.4	5.5-5.6	5.7-5.8	≥ 5.9
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	29	28-27	26-25	24-23	≤ 22
Softening Point, ° F AASHTO T 53	≥ 176	≥ 174	171-173	168-170	165-167	≤ 164
Cone Penetration, 77 ° F ASTM D 5329	20-60	18-62	16-17 63-64	14-15 65-66	12-13 67- 68	≤ 11 ≥ 69
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Slump Test, 300 ° F (mm) ASTM D 2202	≥ 2.0	≤ 2.5	2.6-3.0	3.1-3.5	3.6-4.0	≥ 4.1
Asphalt Compatibility, ASTM D 5329	Pass					

CODE  
20071EC

PAY ITEM  
Joint Adhesive

PAY UNIT  
Linear Feet

**TRAFFIC CONTROL PLAN  
FLOYD COUNTY  
KY. 80  
Item No. 12-2018.00**

---

<b>THIS PROJECT IS A PARTIALLY CONTROLLED ACCESS HIGHWAY</b>
--

**TRAFFIC CONTROL GENERAL**

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

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

Reduce the speed limit in work areas to 45 miles per hour (35 miles per hour for ramps) and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for signs erected. Any relocation or covering of the signs will be incidental to "Maintain and Control Traffic," lump sum.

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

**PROJECT PHASING & CONSTRUCTION PROCEDURES**

Traffic Control Plan  
Hardin County  
I-65  
Page 2 of 8

Traffic may be reduced to one lane in each direction at all times.

Access to all ramps at the US 23 interchange and all commercial entrances on the project shall be maintained at all times unless otherwise stated in these notes or as directed by the Engineer. All diversions to access ramps or entrances in areas of lane closures shall be approved by the Engineer prior to implementing the particular lane closure

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

### **TRAFFIC PHASING**

The clear lane width will be 12 feet in areas where milling and paving operations are not in progress; In areas where milling and paving operations are in progress barrels are to be shifted and traffic shifted to the inside gutterline (Phase 1) or outside shoulders (Phase 2) using flagpersons. Make provisions for the passage of wide loads up to 16'. Use a lane closure at all times when work is performed in the adjacent lane or adjacent shoulder.

Traffic Control Plan  
Hardin County  
I-65  
Page 3 of 8

### **PHASE I**

Install lane closures per Standard Drawing TTC-115-02, closing the outside lane both Eastbound and Westbound on Ky.80 as shown on the MOT typical Sections. Shift one lane of traffic to the inside lane both Eastbound and Westbound. Mill the outside lane and four feet of the outside shoulder. Refill the traffic lanes with of Asphalt Surface and/or Asphalt Base.

### **PHASE II**

Install lane closures per Standard Drawing TTC-115-02, closing the inside lanes both Eastbound and Westbound on Ky.80 as shown on the MOT Typical Sections. Shift one lane of traffic to the outside lanes. Mill the inside lanes and flush median . Mill around the slotted drain pipe and drainage boxes as shown on the Limits of Milling Detail. Complete the SDP repair. Refill with of Asphalt Surface.

**NOTE on milling & filling operations:** Begin paving operations immediately after the milling operation. Continue paving operations continuously until completed.

**RAMPS AT US 23 INTERCHANGE.** Mill and resurface the two ramps as shown on the ramp paving detail. Traffic may be halted for a period not to exceed 20 minutes from 12:00 am to 5:00 am during milling and paving operations. Traffic will be allowed to ride on the milled surface prior to resurfacing.

### **PHASE III – PERMANENT STRIPING EDGE LINES**

The outside edge stripe (white) shall be installed in MOT Phase 1 prior to shifting traffic to the outside lane in Phase 2.

### **PHASE IV – LOOP DETECTORS**

After milling and paving operations are completed install loop detectors at the Ky.23 Interchange. Close one lane, in the direction of work only, using drums and flashing arrows in accordance with the Standard Drawings and these notes. Lane closures will be permitted only during hours of actual construction.

### **PHASE V – PERMANENT STRIPING AND MARKERS**

Skip stripes, channelization markings and pavement markers are to be installed prior to opening both lanes of traffic in one direction.

Traffic Control Plan  
Hardin County  
I-65  
Page 4 of 8

## **LANE CLOSURES**

Lane closures may extend for the entire length of the project. Lane closures both Eastbound and Westbound shall be allowed at the same time. Mill the existing pavement, construct the Asphalt Surface / Base Course and construct the permanent edge stripe in the current lane closure section before setting up a new lane closure. Contrary to section 112, lane closures lasting more than 3 days will **NOT** be measured for payment, but are considered incidental to "Maintain and Control Traffic," lump sum. Signs and arrow panels shall be paid per sq. ft. and each.

## **SIGNS**

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

Quantities for signage of lane closures will be paid per square foot. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Quantities for Road Work ½ Mile (48" x 48"), Road Work 1500 Feet (48" x 48"), Road Work 1000 Feet (48" x 48"), Speed Limit 45 MPH (48" x 60"), Warning Fine Doubled in Work Zone (60"x 48"), End Road Work ( 48" x 48") and End Double Fine (48"x 60") signs have been included in the proposal. These signs shall be constructed on each end of the proposed project as directed by the Engineer. Additional quantities have been added for any additional signs required by the Engineer.

A quantity of signs has been included for lane shifts, "Roadwork Ahead" signs on entrance ramps, and extra double fine signs and speed limit signs. Signs are to be paid only once no matter how many times they are moved or relocated.

## **FLASHING ARROWS**

Flashing arrows will be paid for once, no matter how many times they are moved or relocated. The Department **WILL NOT** take possession of the flashing arrows upon completion of the work.

Traffic Control Plan  
Hardin County  
I-65  
Page 5 of 8

## **PORTABLE CHANGEABLE MESSAGE SIGNS**

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

## **TRUCK MOUNTED ATTENUATORS**

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

Traffic Control Plan  
Hardin County  
I-65  
Page 6 of 8

## PAVEMENT MARKINGS

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

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

1. Temporary and permanent striping will be 4" in width
2. If the contractor's operations or phasing requires temporary markings which must be subsequently removed from the ultimate pavement, an approved removable lane tape will be used; however removable tape will be measured and paid as Pavement Striping-Temporary Paint 4"
3. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic

Should the Contractor change the existing striping pattern, the Contractor is to restripe the roadway back to its original configuration after a certain period of time especially if no work is anticipated for a period of time.

Traffic Control Plan  
Hardin County  
I-65  
Page 7 of 8

## **PAVEMENT EDGE DROP-OFFS**

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

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

Less than 2" – Protect with a lane closure.

2" to 4" – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Cones may not be used in place of plastic drums, panels, and barricades at any time.

Greater than 4" – Positive separation or construct a wedge with compacted cuttings from milling, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area.

In areas where pavement is to be removed, work should proceed continuously so that traffic is exposed to a drop-off for the minimum amount of time necessary to bring the pavement back up to existing grade. Barrel spacing should be 50 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations.

Guardrail Installation – Guardrail and/or end treatment installation is to take place no more than one week after the general milling & filling paving operations are completed. All areas from which guardrail is removed shall be protected by a shoulder closure or other method approved by the Engineer until the new guardrail is installed. A maximum of three calendar days will be allowed between the removal of a guardrail section or end treatment and the installation of new guardrail and end treatments at that same location.

## **TRAFFIC COORDINATOR**

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified by the American Traffic Safety Services Association (ATSSA). The Traffic Coordinator will inspect the project maintenance of traffic once every two hours during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and

Traffic Control Plan  
Hardin County  
I-65  
Page 8 of 8

devices, and relocate portable changeable message boards as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

## **COORDINATION OF WORK**

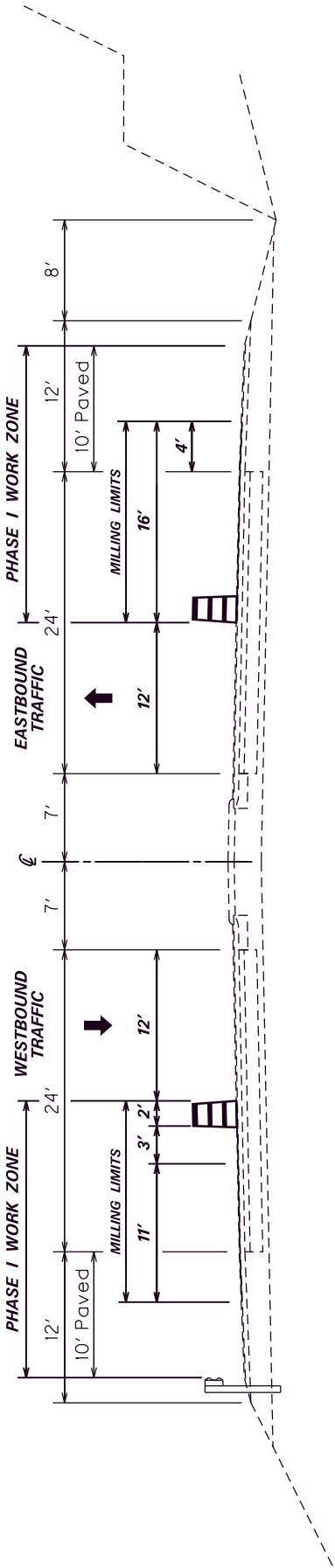
The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with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

## **CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' VEHICLES**

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

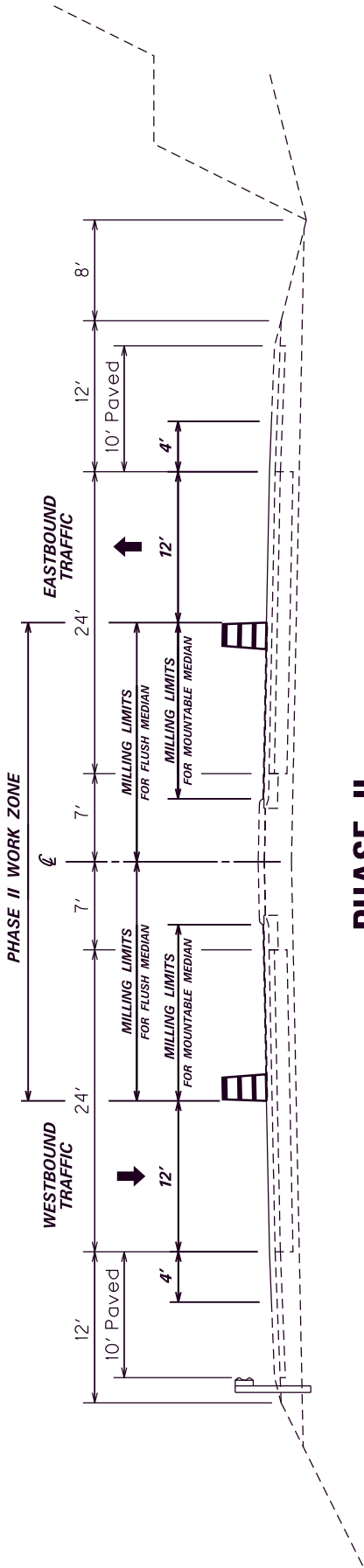
COUNTY OF	ITEM NO.	SHEET NO.
FLOYD	12-2018	

TYPICAL SECTIONS



PHASE I

PHASE I & PHASE II  
MILL 1 1/2" and REPLACE WITH 1 1/2" ASPHALT SURFACE



PHASE II

BARRELS ARE TO BE SHIFTED AND LANE REDUCED TO 11 FEET IN MILLING AND REPAVING AREAS. SHIFT BARRELS BACK TO ORIGINAL LOCATION AS THE MILLING AND REPAVING OPERATION ADVANCES.

## SPECIAL NOTE FOR TRAFFIC SIGNAL LOOP DETECTORS

---

### I. DESCRIPTION.

Be advised there are existing traffic signal loop detectors within the construction limits of this project. Except as specified herein, perform traffic signal loop replacement in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for replacement of traffic signal loop installation(s) and all other work specified as part of this contract.

### II. MATERIALS.

Except as specified herein, furnish materials in accordance with Section 723. Provide for materials to be sampled and tested in accordance with the Department's Sampling Manual. Make materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these Notes.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

**B. Sand.** Furnish natural sand meeting the requirements of 804.04.01.

**C. Seeding.** Use Seed Mix Type I.

**D. Loop Saw Slot and Fill.** Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slot Detail.

### III. CONSTRUCTION METHODS.

Except as specified herein, install and test Traffic Signal Loop Detectors in accordance with Section 723 and the drawings.

**A. Coordination.** Notify the Engineer in writing, two (2) weeks prior to beginning any work. The Engineer will contact and maintain liaison with the District Traffic Engineer and the Central Office Division of Traffic Operations to coordinate the Department's operations with the Contractor's work.

**B. Maintain and Control Traffic.** See Traffic Control Plan.

**C. Milling.** On projects involving milling and texturing of the existing pavement, install loops in the existing pavement before performing the milling and texturing. If, after milling, the remnant contents of the existing saw slot (grout, loop wires, backer rod, and/or loop sealant) are not intact and flush with or below the top of the milled portion of the asphalt and with the saw slot completely filled with fines from the milling operation,

## Traffic Signal Loop Detectors

### Page 2 of 7

clear the saw slot of loose remnant contents and refill the saw slot with natural sand. Obtain the Engineer's approval of the stabilized saw slot prior to resurfacing.

**D. Loop Saw Slot and Fill.** The following is a typical step by step procedure for the installation of a loop.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 4 inches below the surface of asphalt pavement.
- Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean ALL foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.
- Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for two turns (6'x30' loop) or three turns (6'x6' loop), and return to the termination point.
- Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot. Screwdrivers shall not be used.
- Install duct sealant to a minimum of 1" deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

Traffic Signal Loop Detectors  
Page 3 of 7

**E. Final Dressing, Clean Up, and Seeding.** After all work is completed, clean work sites and all disturbed areas. Dispose of all waste and debris off the right of way at sites obtained by the Contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mix Type I.

**F. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Upon completion of the work, restore all disturbed highway features and private property in like kind design and materials at no additional cost to the Department.

**G. On-Site Inspection.** Make a thorough inspection of the site prior to submitting bid and become thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

**H. Right-of-Way Limits.** The Department has not established exact limits of Right-of-Way. Limit work activities to obvious Right-of-Way and work areas secured by the Department through Consent and Release of the adjacent property owners. Be responsible for all encroachments onto private lands.

**I. Utility Clearance.** Work around and do not disturb existing utilities. The Department does not anticipate that existing utilities will require relocation; however, if utility relocation is required, the utility companies will work concurrently with the Contractor while relocating their facilities.

**J. Caution.** Consider the information in this proposal and shown on the plans and the type of work listed herein to be approximate. Do not take the information to be an accurate evaluation of the materials and conditions to be encountered during construction. The bidder must draw his own conclusions as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and will not consider any claims for additional compensation if the conditions encountered are not in accordance with the information shown.

**K. 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 each other's work will be reduced to a minimum. By submitting bid, the Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions 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 work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

Traffic Signal Loop Detectors  
Page 4 of 7

**IV. MEASUREMENT.**

The Department will measure for payment only the bid items listed. All other items required to complete the construction shall be incidental to the bid items listed.

**A. Maintain and Control Traffic.** See Traffic Control Plan.

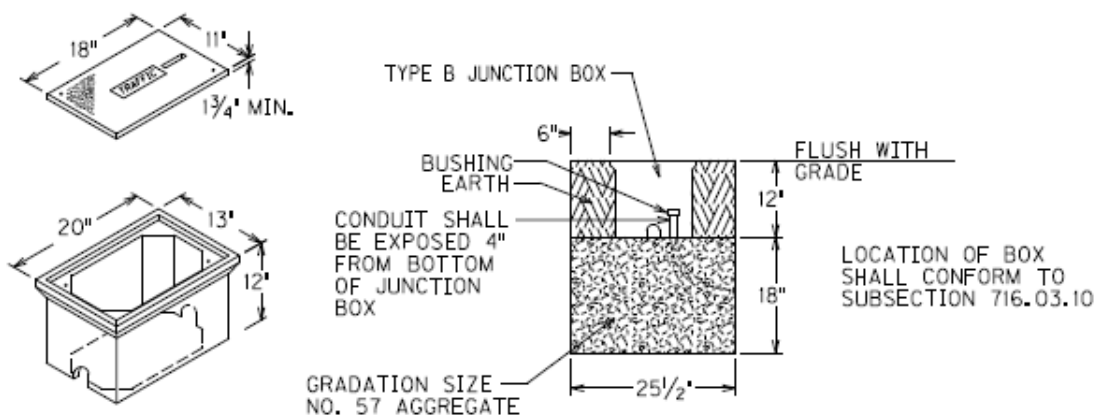
**B. Traffic Signal Loop detectors.** See Section 723.04.

**C. Sand.** The department will not measure natural sand used to fill existing loop slots after milling, but shall be incidental to Milling and Texturing

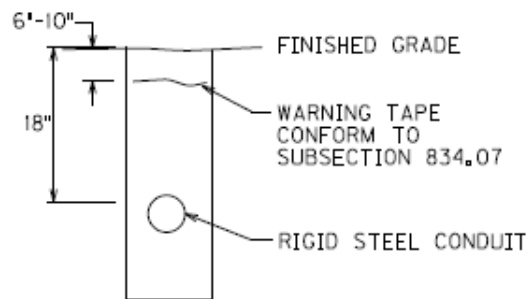
**V. PAYMENT.** The Department will make payment for the completed and accepted quantities of listed items according to Section 723.05. The Department will consider payment as full compensation for all work required under these notes and the Standard Specifications.

1-3892 Traffic Signal Loop Detectors  
05/18/2012

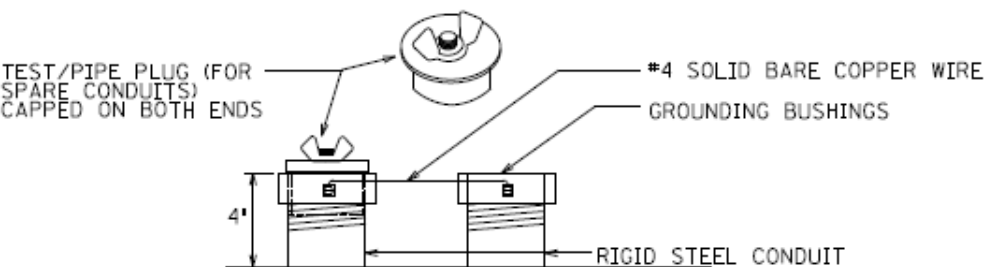
Traffic Signal Loop Detectors  
Page 5 of 7



ELECTRICAL JUNCTION BOX TYPE B

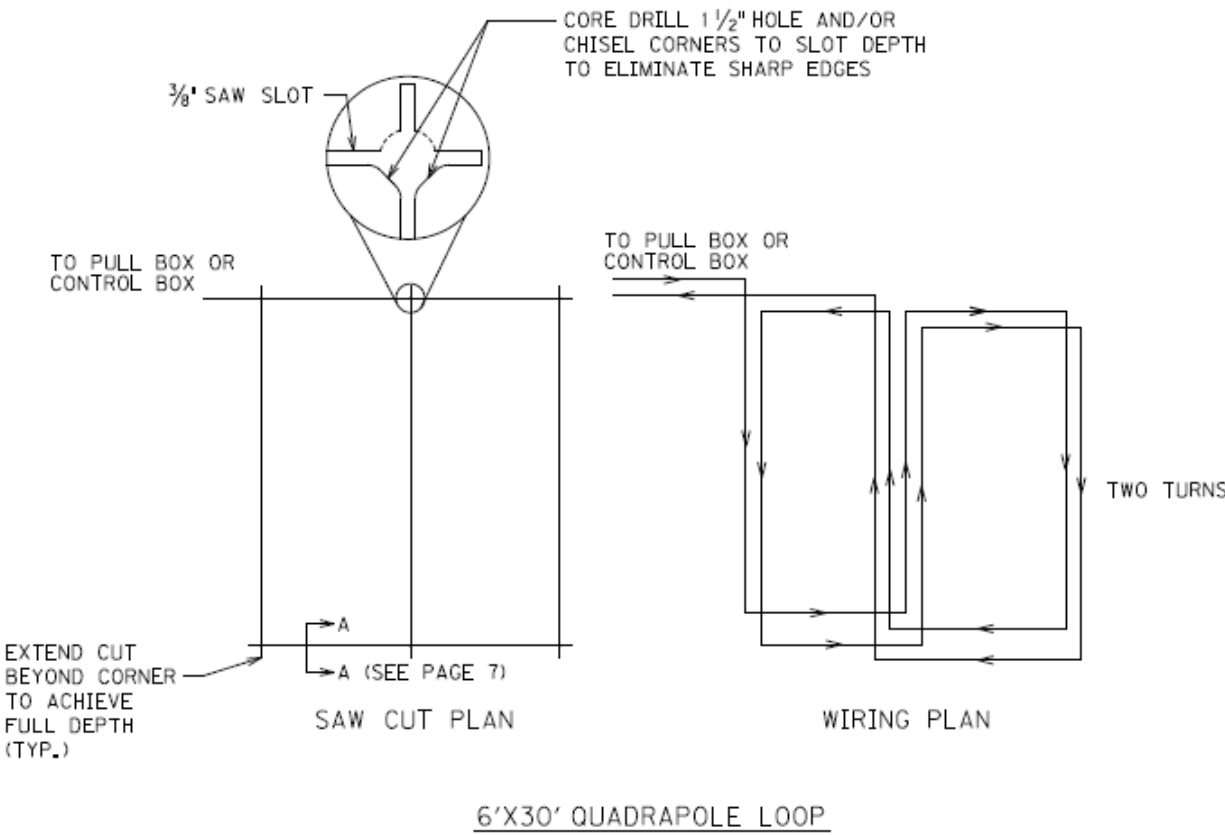
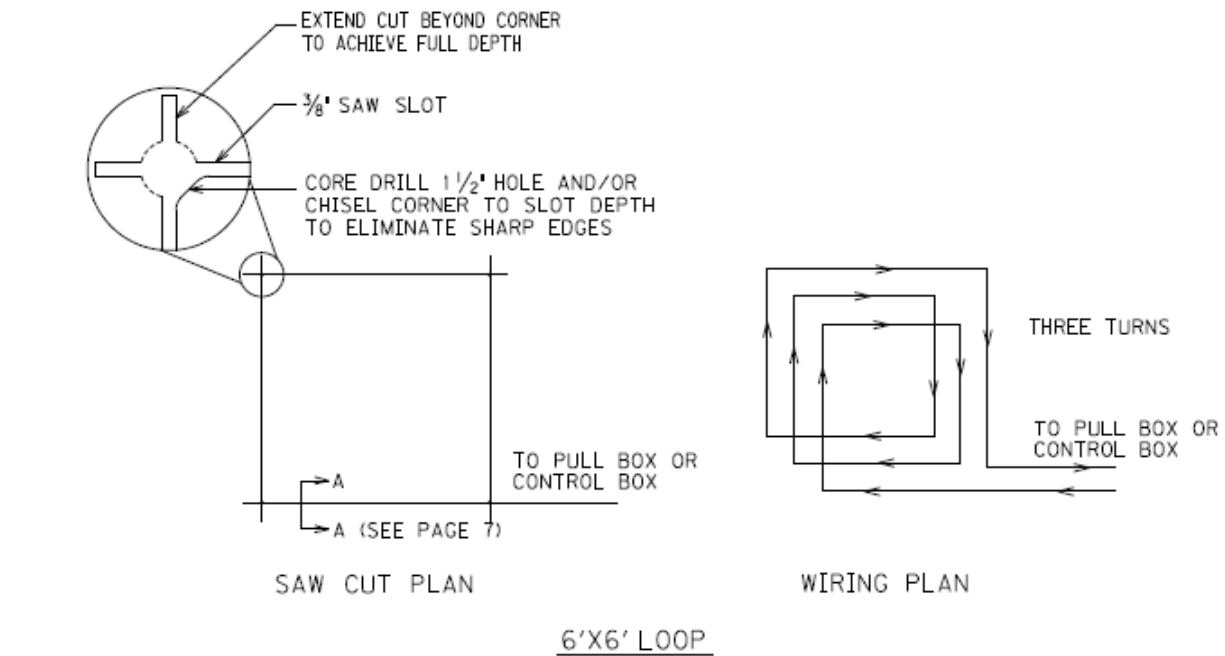


DEPTH OF CONDUIT

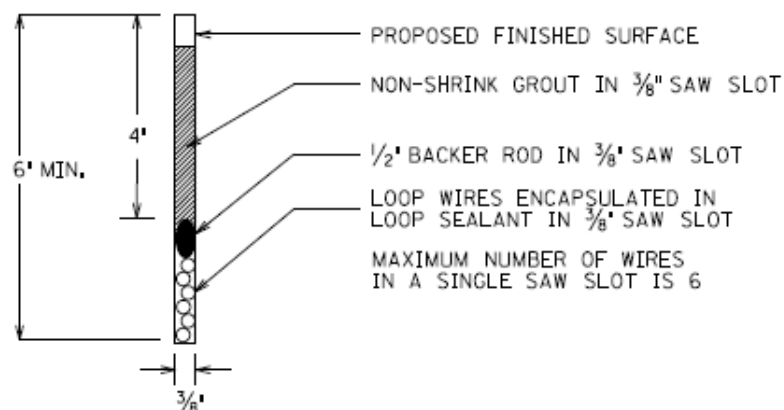


TYPICAL GROUNDING DETAIL

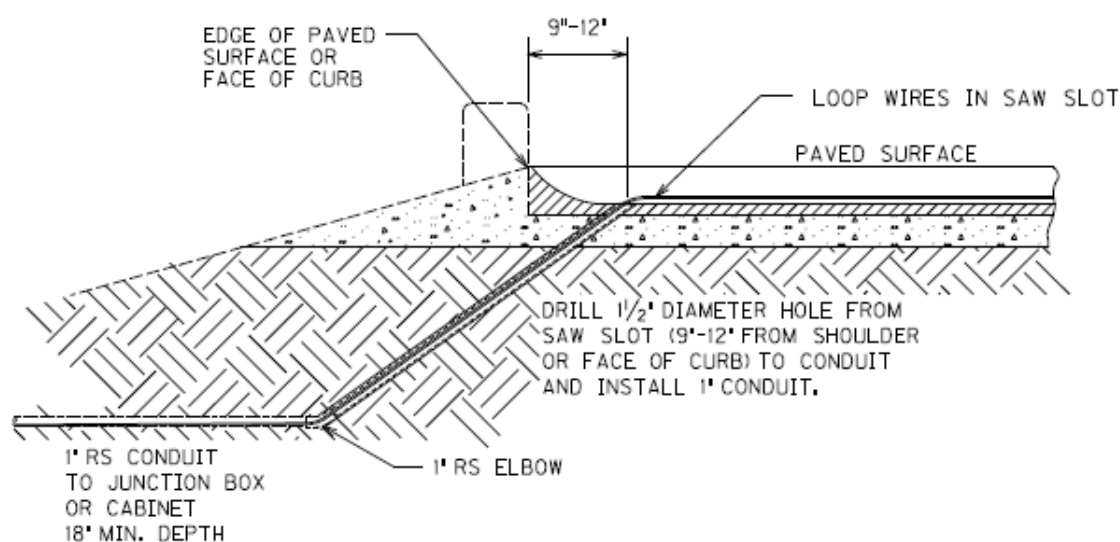
Traffic Signal Loop Detectors  
Page 6 of 7



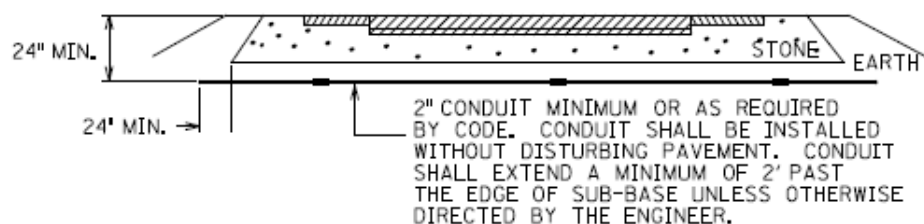
# Traffic Signal Loop Detectors Page 7 of 7



SECTION A-A (SAW SLOT DETAIL)



SAW SLOT EDGE OF PAVEMENT TRANSITION



CONDUIT UNDER EXISTING PAVEMENT DETAIL

**PART II**

**SPECIFICATIONS AND STANDARD DRAWINGS**

### **SPECIFICATIONS REFERENCE**

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

**Supplemental Specifications to the Standard Specifications for Road and  
Bridge Construction, 2012 Edition**

**(Effective with the August 17, 2012 Letting)**

<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	4) Density.
<b>Revision:</b>	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
<b>Subsection:</b>	609.03 Construction.
<b>Revision:</b>	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.

## **PART III**

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

FHWA-1273 -- Revised May 1, 2012

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

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

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

### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### **4. Apprentices and trainees**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (between forty and seventy); 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 (between forty and seventy). 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, disability or age (between forty and seventy), except that such notice or advertisement may indicate a preference, limitation, or specification based on religion, or national origin when religion, or national origin 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 (between forty and seventy), 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: 12-3-92

## 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 (6) provides:

No present or former public servant shall, within six (6) months of 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 the state in matters in which he was directly involved during 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, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved 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.

KRS 11A.040 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, 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, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

General Decision Number: KY120128 08/10/2012 KY128

Superseded General Decision Number: KY20100215

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe 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).

Modification Number	Publication Date
0	01/06/2012
1	05/25/2012
2	08/10/2012

\* SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER.....	\$ 22.90	8.50
CARPENTER		
Carpenter.....	\$ 21.40	8.50
Piledriverman.....	\$ 21.05	8.50
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	8.50
ELECTRICIAN.....	\$ 29.36	10.55
When required to work from bosum chairs on bridges where subject to direct fall, escept when using JLG's and bucket trucks up to 75 feet: Add 25% to base rate for 50 to 75 feet, and 50% over 75 feet.		
IRONWORKER.....	\$ 24.99	18.22
LABORER		
(01) General Laborer, Flagman, Steam Jenny.....	\$ 19.45	8.50
(02) Batch Truck Dumper, Deck Hand or Scow Man, Hand Blade Operator.....	\$ 19.70	8.50
(03) Power Driven Tool Operator: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power		

Wheelbarrow, Power Buggy, Sewer Pipe Layer, Bottom Men, Dry Cement Handler, Concrete Rubber, Mason Tender.....	\$ 19.80	8.50
(04) Asphalt Lute and Rakerman, Side Rail Setter..	\$ 19.85	8.50
(05) Gunnite Nozzxleman, Gunnite Operator.....	\$ 19.95	8.50
(06) Tunnel Laborer (Free Air).....	\$ 20.00	8.50
(07) Tunnel Mucker (Free Air).....	\$ 20.05	8.50
(08) Tunnel Miner, Blaster and Driller (free Air).....	\$ 20.40	8.50
(09) Caisson Worker.....	\$ 20.95	8.50
(10) Powderman.....	\$ 21.05	8.50
(11) Drill Operator of Percussion Type Drills powered and propelled by an independent air supply...	\$ 22.25	8.50

PAINTER

All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....	\$ 22.52	7.80
--------------	----------	------

POWER EQUIPMENT OPERATOR:

GROUP 1.....	\$ 24.10	8.50
GROUP 2.....	\$ 21.20	8.50
GROUP 3.....	\$ 21.40	8.50
GROUP 4.....	\$ 20.79	8.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Auto Patrol, Batchter Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching machine, Dragline, Dredge Engineer, Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or carry-all scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver Operator, Power Blade, Roller (Bituminous), Roller (earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist,m Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (under 212 cu ft), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, hydraulic Post Driver

SHEET METAL WORKER.....	\$ 20.40	7.80
TRUCK DRIVER		
(01) Truck Tender and Warehouseman.....	\$ 19.70	8.50
(02) Driver, Winch Truck and A-Frame when used in Transporting Materials.....	\$ 19.80	8.50
(03) Driver (Semi-trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....	\$ 19.90	8.50
(04) Driver on Mixer Trucks (all types).....	\$ 19.95	8.50
(05) Truck Mechanic.....	\$ 20.00	8.50
(06) Driver (3 tons and under), Tire Changer, Truck Mechanic Tender.....	\$ 20.03	8.50
(07) Driver on Pavement Breakers.....	\$ 20.05	8.50
(08) Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).....	\$ 20.24	8.50
(09) Driver, Euclid and other Heavy Earth Moving Equipment.....	\$ 20.81	8.50
(10) Greaser on greasing facilities.....	\$ 20.90	8.50

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rate.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISION

KENTUCKY LABOR CABINET  
PREVAILING WAGE DETERMINATION  
CURRENT REVISION  
HIGHWAY CONSTRUCTION LOCALITY NO. II

Determination No. CR-III-II-HWY

Project No.  
Highway

Date of Determination: September 5, 2012

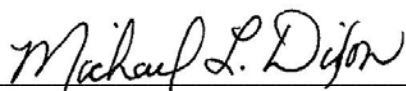
This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-III-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the Kentucky Transportation Cabinet. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.



Michael Dixon, Commissioner  
Department of Workplace Standards

CLASSIFICATIONS	RATE AND FRINGE BENEFITS	
<b>BOILERMAKERS:</b>	BASE RATE	\$24.65
	FRINGE BENEFIT	12.94
-----		
<b>BRICKLAYERS:</b>		
Bricklayers:	BASE RATE	\$22.90
	FRINGE BENEFITS	8.00
Stone Mason:	BASE RATE	\$21.50
	FRINGE BENEFITS	8.50
-----		
<b>CARPENTERS:</b>		
Carpenters:	BASE RATE	\$23.71
	FRINGE BENEFITS	13.50
Piledrivers:	BASE RATE	\$23.96
	FRINGE BENEFITS	13.50
-----		
<b>CEMENT MASONS:</b>	BASE RATE	\$21.25
	FRINGE BENEFITS	8.50
-----		
<b>ELECTRICIANS:</b>	*BASE RATE	\$29.36
	FRINGE BENEFITS	10.55
*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.		
<b>LINEMAN:</b>	*BASE RATE	\$30.09
	FRINGE BENEFITS	10.94
<b>EQUIPMENT OPERATOR:</b>	*BASE RATE	\$26.90
	FRINGE BENEFITS	10.31
<b>GROUNDSMAN:</b>	*BASE RATE	\$17.79
	FRINGE BENEFITS	8.51
-----		
<b>IRONWORKERS:</b>	BASE RATE	\$ 26.34
	FRINGE BENEFITS	18.54
-----		

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS:

GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers; batch truck dumpers; carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste – Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signalmen, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.15
	FRINGE BENEFITS	11.41

GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers – nuclear, radiation, toxic and hazardous waste – Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers – laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy and wheel barrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.40
	FRINGE BENEFITS	11.41

GROUP 3: Air track driller (all types), asphalt luteman and rakersm gunnite nozzleman, gunnite operators and mixers, grout pump operator, powderman and blaster, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.45
	FRINGE BENEFITS	11.41

GROUP 4: Caisson workers (free air), cement finishers, environmental laborer – nuclear, radiation, toxic and hazardous waste – Level A and B, miners and drillers (free air), tunnel blasters, and tunnel mockers (free air), directional and horizontal boring, air track drillers (all types), powder man and blasters, troxler and concrete tester if laborer is utilized:

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	11.41

OPERATING ENGINEERS:

Group A-1:  
NCCCO or OECP Certified; Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), orangepeel, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BASE RATE	\$28.40
FRINGE BENEFITS	13.40

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

Group A:  
Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller guries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE\$27.35

FRINGE BENEFITS13.40

Group B:  
All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BASE RATE\$24.87

FRINGE BENEFITS13.40

Group B2:  
Greaser on grease facilities servicing heavy equipment:

BASE RATE\$25.26

FRINGE BENEFITS13.40

Group C:  
Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

BASE RATE\$24.60

FRINGE BENEFITS13.40

PAINTERS:

All Excluding Bridges:

BASE RATE\$19.92

FRINGE BENEFITS9.57

Bridges:

BASE RATE\$23.92

FRINGE BENEFITS10.07

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
<b>PLUMBERS:</b>	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80
-----		
<b>SHEET METAL:</b>	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80
-----		
<b>TRUCK DRIVERS:</b>		
Truck helper and warehouseman:	BASE RATE	\$22.82
	FRINGE BENEFITS	13.50
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver on mixer trucks (all types):	BASE RATE	\$23.14
	FRINGE BENEFITS	13.50
Truck mechanic:	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE	\$22.93
	FRINGE BENEFITS	13.50
Driver on pavement breakers:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE	\$23.11
	FRINGE BENEFITS	13.50
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE	\$23.21
	FRINGE BENEFITS	13.50
Greaser on greasing facilities:	BASE RATE	\$22.93
	FRINGE BENEFITS	13.50
-----		

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

These rates are listed pursuant to the Kentucky Determination No. CR-III-II- HWY dated September 5, 2012.

**NOTE: Both Kentucky Determination No. CR-III-II-HWY and Federal Decision No. KY120128 dated August 10, 2012 apply to this project. Both sets of wage rates are included. If there is a difference in the two wages for the same classification, the Contractor is required to pay the higher of the two listed wages.**

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

Ryan Griffith, Director  
Division of Construction Procurement  
Frankfort, Kentucky 40622

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
2.5%	6.9%

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

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

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

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

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

## **PART IV**

## **INSURANCE**

## INSURANCE

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

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

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

**PART V**

**BID ITEMS**

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121048  
COUNTY: FLOYD  
PROPOSAL: STP 0805(015)

PAGE: 1  
LETTING: 10/19/12  
CALL NO: 115

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
SECTION 0001 ROADWAY					
0010	00001	DGA BASE	3,077.000 TON		
0020	00078	CRUSHED AGGREGATE SIZE NO 2	1,000.000 TON		
0030	00100	ASPHALT SEAL AGGREGATE	267.000 TON		
0040	00103	ASPHALT SEAL COAT	32.000 TON		
0050	00219	CL4 ASPH BASE 1.00D PG76-22	3,399.000 TON		
0060	00342	CL4 ASPH SURF 0.38A PG76-22	19,615.000 TON		
0070	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	434.000 EACH		
0080	02237	DITCHING	17,400.000 LF		
0090	02360	GUARDRAIL TERMINAL SECTION NO 1	3.000 EACH		
0100	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	1.000 EACH		
0110	02367	GUARDRAIL END TREATMENT TYPE 1	1.000 EACH		
0120	02369	GUARDRAIL END TREATMENT TYPE 2A	3.000 EACH		
0130	02381	REMOVE GUARDRAIL	637.500 LF		
0140	02391	GUARDRAIL END TREATMENT TYPE 4A	2.000 EACH		
0150	02483	CHANNEL LINING CLASS II	2,000.000 TON		
0160	02484	CHANNEL LINING CLASS III	2,000.000 TON		
0170	02562	SIGNS	372.000 SQFT		
0180	02565	OBJECT MARKER TYPE 2	2.000 EACH		
0190	02650	MAINTAIN & CONTROL TRAFFIC	( 1.00 ) LS		
0200	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EACH		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121048  
COUNTY: FLOYD  
PROPOSAL: STP 0805(015)

PAGE: 2  
LETTING: 10/19/12  
CALL NO: 115

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0210	02676	MOBILIZATION FOR MILL & TEXT	( 1.00) LS		
0220	02677	ASPHALT PAVE MILLING & TEXTURING	22,614.000 TON		
0230	02696	SHOULDER RUMBLE STRIPS-SAWED	64,266.000 LF		
0240	02775	ARROW PANEL	2.000 EACH		
0250	05950	EROSION CONTROL BLANKET	13,500.000 SQYD		
0260	06412	STEEL POST MILE MARKERS	12.000 EACH		
0270	06510	PAVE STRIPING-TEMP PAINT-4 IN	125,000.000 LF		
0280	06514	PAVE STRIPING-PERM PAINT-4 IN	139,853.000 LF		
0290	06517	PAVE STRIPING-PERM PAINT-12 IN	779.000 LF		
0300	06567	PAVE MARKING-THERMO STOP BAR-12IN	56.000 LF		
0310	06569	PAVE MARKING-THERMO CROSS-HATCH	911.000 SQFT		
0320	06574	PAVE MARKING-THERMO CURV ARROW	29.000 EACH		
0330	06576	PAVE MARKING-THERMO ONLY	1.000 EACH		
0340	06589	PAVEMENT MARKER TYPE V-MW	838.000 EACH		
0350	06591	PAVEMENT MARKER TYPE V-BY	393.000 EACH		
0360	06592	PAVEMENT MARKER TYPE V-B W/R	42.000 EACH		
0370	06593	PAVEMENT MARKER TYPE V-B Y/R	47.000 EACH		
0380	06600	REMOVE PAVEMENT MARKER TYPE V	525.000 EACH		
0390	10020NS	FUEL ADJUSTMENT	18,259.000 DOLL	1.00	18,259.00
0400	10030NS	ASPHALT ADJUSTMENT	36,887.000 DOLL	1.00	36,887.00
0410	20071EC	JOINT ADHESIVE	59,950.000 LF		

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
FRANKFORT, KY 40622

CONTRACT ID: 121048  
COUNTY: FLOYD  
PROPOSAL: STP 0805(015)

PAGE: 3  
LETTING: 10/19/12  
CALL NO: 115

LINE NO	ITEM	DESCRIPTION	APPROXIMATE UNIT QUANTITY	UNIT PRICE	AMOUNT
0420	21802EN	G/R STEEL W BEAM-S FACE (7 FT POST)	637.500 LF		
0430	23143ED	KPDES PERMIT AND TEMP EROSION CONTROL	( 1.00) LS		
0440	24542EC	REPAIR SLOTTED DRAIN PIPE	870.000 LF		
0450	24543EC	CLEAN SLOTTED DRAIN PIPE	1,523.000 LF		
SECTION 0002 TRAFFIC LOOPS					
0460	04792	CONDUIT-1 IN	60.000 LF		
0470	04830	LOOP WIRE	1,323.000 LF		
0480	04850	CABLE-NO. 14/1 PAIR	3,225.000 LF		
0490	04895	LOOP SAW SLOT AND FILL	856.000 LF		
SECTION 0003 MOB AND DEMOB					
0500	02568	MOBILIZATION (NO MORE THAN 5%)	LUMP		
0510	02569	DEMOBILIZATION (AT LEAST 1.5%)	LUMP		
		TOTAL BID			