



**CALL NO. 202**

**CONTRACT ID. 224446**

**OHIO COUNTY**

**FED/STATE PROJECT NUMBER 092GR22T020 - HSIP & FD05**

**DESCRIPTION KY HIGHWAY 69 (KY 69)**

**WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB**

**PRIMARY COMPLETION DATE 11/30/2022**

**LETTING DATE: July 21,2022**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 21,2022. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 0%**

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

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

## ADMINISTRATIVE DISTRICT - 02

**CONTRACT ID - 224446**

**092GR22T020 - HSIP & FD05**

**COUNTY - OHIO**

**PCN - 0209200692202**

**HSIP 5079(004)**

KY HIGHWAY 69 (KY 69) (MP 19.716) FROM 2.9 MILES NORTHEAST OF CEDAR GROVE ROAD (KY 1164)  
EXTENDING NORTHEAST TO 3.4 MILES NORTHEAST OF KY 1164 (MP 20.211), A DISTANCE OF 0.30  
MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 02-09015.10.

GEOGRAPHIC COORDINATES LATITUDE 37:30:58.00 LONGITUDE 86:49:34.00

ADT 2,082

**PCN - MP09200692101**

**FD05 092 0069 019-026**

DUKEHURST TO DUNDEE ROAD (KY 69) (MP 19.716) BEGIN 970 FEET SOUTH OF ROUND HILL ROAD  
EXTENDING NORTH TO A PAVEMENT JOINT AT THE INTERSECTION OF DUNDEE NARROWS ROAD (MP 25.346),  
A DISTANCE OF 05.63 MILES.ASPHALT RESURFACING

GEOGRAPHIC COORDINATES LATITUDE 37:32:02.00 LONGITUDE 86:47:19.00

ADT 2,214

**COMPLETION DATE(S):**

COMPLETED BY 11/30/2022

APPLIES TO ENTIRE PROJECT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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



### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

**CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS**

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

### **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 B**

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



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

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### **CAUTION**

The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer. **Any work operations not covered by a bid item shall be incidental to the overall project.** If a potential bidder has concerns with any bid items not used, a Question needs to be submitted during the Advertisement period.

### **STATIONING**

The contractor is advised that the planned locations of work were established from a beginning station number, which is STA 1041+00 at the start of the first superelevation curve improvement, and corresponds to Milepoint 19.716 along KY 69. **NOTE:** The existing mile marker signs may not correspond to the proposed work locations.

### **FIELD SURVEY**

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

### **ON-SITE INSPECTION**

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

### **RIGHT OF WAY LIMITS**

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

### **CONTROL**

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

## General Notes & Description of Work

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harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

### **DESCRIPTION OF WORK**

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

**Superelevation Improvements.** There are multiple curves where superelevation improvements are being proposed. The intent of this work is to bring a consistent pavement cross slope through the identified curves. Refer to the Superelevation Improvement Summary for locations and approximate quantities. The Superelevation Improvements are set up and quantified for the Contractor to utilize Leveling & Wedging in order to achieve the desired superelevation improvements at the identified location(s). The Superelevation Improvement Summary lists the estimated quantities of Leveling & Wedging for each curve; however, the Engineer will make the final determination as to which Leveling & Wedging mix design will be required at each superelevation improvement area, as well as the appropriate lift thicknesses and number of lifts based on the existing conditions encountered at the time of construction. After the superelevation improvements have been constructed, the entire route will be overlaid with a surface course. As a result of the superelevation improvements and surfacing operations, the roadside shoulders, fill slopes, and/or ditches will have to be modified to match the final pavement elevations and tie in with the existing ground lines. A quantity of Ditching and Shouldering has been estimated for regrading the roadside within the identified curves. A representative cross section is given for each curve showing the proposed superelevation improvements and the resulting roadside grading.

NOTE: Some field adjustments of the proposed shoulder width, fill slope, ditch, and/or superelevation improvement may be required. The proposed shoulder and roadside grading is intended to occur within existing Right-of-Way and NOT disturb any sensitive obstructions (i.e. fences, buildings, utility poles, etc.). Superelevation improvements with sensitive obstructions along the roadside shall still require regrading the roadside, but the slopes may have to be constructed steeper than shown on the representative cross section. The desire of the Department is to construct the new fill slopes at 3:1 or flatter. When a fill slope needs to be constructed steeper than 3:1 to remain within existing Right-of-Way or not impact a sensitive obstruction, and the existing fill slope is steeper than 3:1, then the new fill slope can be constructed steeper than 3:1, but the new fill slope shall not be constructed steeper than the existing fill slope. If a desired superelevation improvement will result in the new fill slope having to be graded steeper than the existing fill slope in order to remain within existing Right-of-Way or not impact a sensitive obstruction, then the superelevation rate should be modified (reduced) in order to reduce the final change in pavement edge elevation, thereby reducing the height of the new fill slope grading, and allowing for a flatter new fill slope that will not be steeper than the existing fill slope. Prior to making modifications to the proposed superelevation rate, shoulder width, and/or fill slope, coordinate with and obtain approval from the Engineer.

**Pavement Resurfacing** (for FD05 resurfacing funds). The existing roadway between MP 19.716 to 25.346 is set up to be resurfaced using FD05 resurfacing funds. Other items be associated with the pavement resurfacing include leveling & wedging, application of non-tracking tack coat, and installation of edgeline rumble strips. Refer to the rumble strip Standard Drawings for recommended placement of rumble strips.

## General Notes & Description of Work

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**Ditching and Shouldering.** Ditching & Shouldering is to be performed around superelevation improvements where applicable. Perform Ditching & Shouldering at the locations identified on the Ditching & Shouldering Summary, or the locations as directed by the Engineer. Perform Ditching & Shouldering according to the Special Note for Ditching & Shouldering. For details of the conditions and situations commonly encountered when performing Ditching & Shouldering, refer to the detail sheets titled: DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS.

**DGA Wedge & Chip Seal.** All sections of "Ditching & Shouldering" are set up to receive a DGA Wedge & Chip Seal after the ditching and shouldering operations are complete. The proposed DGA Wedge dimensions are detailed on the Typical Sections. Refer to the Special Note for Ditching & Shouldering and the Special Note for Double Asphalt Seal Coat for more information on the DGA Wedge & Chip Seal.

**Channel Lining.** A quantity of 1,015 Tons of Channel Lining Class II has been included in the Channel Lining Summary for use at the locations indicated on the summary. The Contractor and Engineer should work together to determine the location and best use of Channel Lining throughout this project. The Engineer will make the final determination as to the needed quantities and placement of Channel Lining.

**Erosion Control Blanket.** A quantity of 650 square yards of Erosion Control Blanket has been included in the contract for potential use along areas of regraded shoulders, ditch lines, fills slopes and/or back slopes, inlets and outlets of pipes, and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine the location and best use of Erosion Control Blanket throughout this project. The Engineer will make the final determination as to the quantities and placement of Erosion Control Blanket.

### Special Note for Staking

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

1. Contrary to Section 201.03.01, perform items 1 & 2 usually performed by the Engineer.
2. Using the proposed pavement superelevation rates, runout lengths, and runoff lengths, determine the necessary elevation changes along the edges of pavement for each proposed curve and the transitions leading into and out of each curve to achieve the proposed superelevation improvements. The intent is to provide a consistent superelevation throughout each proposed curve and smooth transitions into and out of each curve. Once the elevation changes along the edges of pavement for each proposed curve are determined and prior to starting paving operations, verify the proposed roadside re-grading corresponding to each curve can be constructed so that the new roadside will be flush with the new edges of pavement and the new toe of slope, or top of cut, will remain within the Right-of-Way, or within the general area noted on any applicable Consent & Releases, and/or not impact a sensitive obstruction. If necessary, and with the approval of the Engineer, reduce the proposed superelevation rate of a curve if the new elevations of the edges of pavement will cause the proposed roadside grading to extend beyond the Right-of-Way, or extend outside of the general area described on any applicable Consent & Releases, and/or impact a sensitive obstruction. Alternatively, with the approval of the Engineer and to the extent allowable by the "Ditching & Shouldering and Embankment Benching Details" and/or the Special Note for Ditching & Shouldering, the Contractor may be allowed to adjust the proposed dimensions of the roadside grading so the new toe of slope or top of cut will remain within the Right-of-Way, or within the general area noted on any applicable Consent & Releases, and/or not impact a sensitive obstruction. After the final proposed elevation changes along the edges of pavement for each curve are determined and before paving operations begin, submit to the Engineer and obtain approval for the number of asphalt lifts, each asphalt lift's thickness, and the mix design of each lift of Leveling & Wedging the contractor plans to use to achieve the proposed superelevation improvement. Ensure positive drainage upon completion of the work.
3. Verify the dimensions, type, and quantities of the culvert pipes, entrance pipes, and/or box culverts as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
4. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked

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locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.

5. Produce and furnish to the Engineer "As Built" information for the superelevation improvements and the drainage improvements. For superelevation improvements, as built information will consist of a record of the final pavement cross slopes every 50 feet, for each lane of travel along the curves and the transitions into and out of the curves. Elevation data of the curve improvements is not necessary; simply the cross slope percentage every 50 feet. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
6. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.
7. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
8. Perform any and all other staking operations required to control and construct the work.

## Special Note for Erosion Control

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### I. DESCRIPTION

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

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

### II. MATERIALS

Furnish materials in accordance with these notes, the Standard Specifications and Interim Supplemental Specifications, applicable Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

### III. CONSTRUCTION

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

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing

## Erosion Control Page 2 of 3

vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

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

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

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

The use of Temporary Mulch is encouraged.

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

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

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#### **IV. MEASUREMENT**

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

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

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



## Special Note for Ditching & Shouldering

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### I. DESCRIPTION

Except as provided herein, all work shall be performed in accordance with Department's Standard Specifications, Interim Supplemental Specifications, applicable Standard and Sepia Drawings, applicable Special Provisions and Special Notes, current editions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Site Preparation; (3) Ditching; (4) Shouldering; (5) Constructing Embankments, Embankment Benching, and/or Excavation; (6) Erosion Control; and (7) Any other work as specified in this Contract.

### II. MATERIALS

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be 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. Erosion Control.** See Special Note for Erosion Control.
- C. DGA.** Furnish Dense Graded Aggregate as per Section 805.
- D. Asphalt Seal Coat.** See the Special Note for Double Asphalt Seal Coat.
- E. Asphalt Seal Aggregate.** See the Special Note for Double Asphalt Seal Coat.
- F. Channel Lining, Class II.** When listed as a bid item, furnish Channel Lining, Class II as per Section 805.
- G. Geotextile Fabric Class 1.** When listed as a bid item, furnish Geotextile Fabric Class 1 as per Section 843.
- H. Crushed Stone Base.** Furnish Crushed Stone Base as per Section 805.

### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** See the Traffic Control Plan.
- B. Erosion Control.** See the Special Note for Erosion Control.

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- C. Site Preparation.** Be responsible for all site preparation including, but not limited to: staking; clearing, grubbing, and removal of all obstructions or any other items; excavation, embankment benching, compacting embankment in place; temporary pollution and erosion control; disposal of excess, waste, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the Engineer.
- D. Staking.** See the Special Note for Staking.
- E. Ditching & Shouldering.** Perform Ditching & Shouldering at the approximate locations listed on the Summary Sheets and/or Plan Sheets, or at locations as directed by the Engineer. All work shall be completed according to Section 209, or as specified in the DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS, the Typical Sections, the Plan Sheets, or as directed by the Engineer. Ditching & Shouldering shall consist of any necessary clearing, grubbing, grading, and/or reshaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions detailed on the Typical Sections. Depending on the existing conditions encountered and to achieve the dimensions as detailed in the Typical Sections, Ditching & Shouldering may also include, but is not limited to: embankment benching, excavating and removing excess material, excavation of rock, providing additional earth material suitable for vegetation growth and grading, shaping, and compacting the earth material.

Provide positive drainage of ditches and slopes at all times during and upon completion of construction. When asphalt surfacing or resurfacing is included in the contract, perform all ditching and as much of the shouldering operations as is practical before beginning final surfacing operations.

- F. Embankment Benching.** Embankment Benching shall be required when the existing groundline has an incline greater than 15%. Any and all required embankment benching shall be incidental to the bid item DITCHING & SHOULDERING. For more information refer to the DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS.
- G. DGA Wedge & Chip Seal.** Some, or possibly all, areas of Ditching & Shouldering may be set up to receive a DGA Wedge & Chip Seal after the ditching and shouldering operations are complete. Other areas of Ditching & Shouldering may NOT be set up to receive the DGA Wedge & Chip Seal. See the Summary Sheets and/or Plan Sheets for the approximate locations to receive the DGA Wedge & Chip Seal. The Engineer will determine the exact limits of the DGA Wedge & Chip Seal at the time of construction. Construct and compact the DGA as required by Section 302. Place Chip Seal over the entire width of the DGA Wedge. See the Special Note for Double Asphalt Seal Coat for the Chip Seal requirements.
- H. Channel Lining.** Install Class II Channel Lining along any sections of ditches, fill slopes, or ditch backslopes identified in the Proposal, or any other locations the Engineer directs for slope protection or erosion control. When Channel Lining is proposed to be installed along a steep fill slope in order to establish a width of shoulder (as shown in Figure 5 of the DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS), the Channel Lining is to be capped with Geotextile Fabric Class 1 and 4" of Crushed Stone Base. In lieu of 4" of Crushed Stone Base, 4" of

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DGA and a Double Asphalt Seal Coat may be specified in the Proposal. Install whichever aggregate capping material the Proposal specifies, or as directed by the Engineer.

- I. **Right-of-Way Limits.** The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.
- J. **Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- K. **Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any 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. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
- L. **Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.
- M. **Control.** Perform all work under the absolute control of the Department. 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

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construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.

- N. Clean Up, Disposal of Waste.** Clean up the project area as work progresses. Dispose of all removed excess material, debris, and other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- O. Final Dressing, Seeding and Protection.** Grade all disturbed areas to blend with the adjacent roadway features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

#### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- D. Staking.** See Special Note for Staking.
- E. Ditching & Shouldering.** Contrary to Section 209.04 the Department will measure the bid item DITCHING & SHOULDERING in linear feet along the centerline of the roadway as the length of the actual ditching and/or shouldering work performed. Further, this measurement will only include one side of the roadway. Therefore, for areas where ditching and shouldering occurs on both sides of the road, the Department will measure each side independently. The Department will not measure cleaning pipe structures 36 inches or less in diameter or reshaping any deformed ends on metal entrance pipes that are to remain in place, as these operations are considered incidental to the bid item DITCHING & SHOULDERING.
- F. Embankment Benching.** The Department will not measure Embankment Benching for payment. Any and all required embankment benching shall be incidental to the bid item DITCHING & SHOULDERING.

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- G. DGA, CSB.** When listed as bid items, DGA and Crushed Stone Base shall be measured according to Section 302.04.
- H. Chip Seal.** When specified in the contract, the bid items associated with Chip Seal shall be measured according to the Special Note for Double Asphalt Seal Coat.
- I. Channel Lining, Class II.** When listed as a bid item, Class II Channel Lining shall be measured according to Section 703.04.
- J. Geotextile Fabric, Class 1.** When listed as bid items, Geotextile Fabric, Class 1 shall be measured according to Section 214.04.
- K. Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection.** The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental to the project bid items. Seeding and Protection shall be measured according to Section 212.

**V. BASIS OF PAYMENT**

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Staking.** See Special Note for Staking.
- D. Ditching & Shouldering.** The Department will make payment for the completed and accepted quantities under the bid item DITCHING & SHOULDERING. The Department will consider payment full compensation for furnishing all labor, materials, equipment, and incidentals necessary to preform Ditching & Shouldering as required by these notes, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- E. DGA, CSB.** When listed as bid items, the Department will make payment for DGA and Crushed Stone Base according to Section 302.05.
- F. Chip Seal.** When specified in the contract, the Department will make payment for the bid items associated with Chip Seal according to the Special Note for Double Asphalt Seal Coat.
- G. Channel Lining, Class II.** When listed as a bid item, the Department will make payment for Class II Channel Lining according to Section 703.05.
- H. Geotextile Fabric, Class 1.** When listed as a bid item, the Department will make payment for Geotextile Fabric, Class 1 according to Section 214.05.

## **SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES**

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The ultimate fixed completion date for this project will be November 30, 2022. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of **\$500** per hour for each hour, or fraction of an hour, for any and all road closures that are in place beyond the time frame(s) noted in the Traffic Control Plan and approved by the Engineer.

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

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

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

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01/02/2012

### SPECIAL NOTE FOR NON-TRACKING TACK COAT

1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can “break” within 15 minutes under conditions listed in 3.2.

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 – 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue <sup>1</sup> , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

<sup>1</sup> Bring sample to 212 °F over a 10-15 minute period. Maintain 212 °F for 15-20 minutes or until 30-40 mL of water has distilled. Continue distillation as specified in T59.

2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14” and 18” from the roadway.

2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris on to the pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.



- 3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1<sup>st</sup> to May 15<sup>th</sup>. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 °F. After the initial heating, between 170 – 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.
- 3.3 Non-tracking Tack Certification. Furnish the tack 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 sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.
4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. 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 non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
5. PAYMENT. The Department will pay for the non-tracking tack 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. Non-tracking tack will not be permitted for use from October 1<sup>st</sup> to May 15<sup>th</sup>. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20 – 100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 – 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤ 31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 – 0.94	0.90 – 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24970EC	Asphalt Material for Tack Non-Tracking	Ton

Revised: May 23, 2022

## SPECIAL NOTE FOR EXPERIMENTAL KYCT AND HAMBURG TESTING

### 1.0 General

**1.1 Description.** The KYCT (Kentucky Method for Cracking Test) and the Hamburg test results will help determine if the mixture is susceptible to cracking and rutting. During the experimental phase, data will be gathered and analyzed by the Department to determine the durability of the bituminous mixes. Additionally, the data will help the Department to create future performance-based specifications which will include the KYCT and Hamburg test methods.

### 2.0 Equipment

**2.1 KYCT Testing Equipment.** The Department will require a Marshall Test Press with digital recordation capabilities. Other CT testing equipment may be used for testing with prior approval by the Department.

**2.2 Water Baths.** One or more water baths will be required that can maintain a temperature of 77° +/- 1.8° F with a digital thermometer showing the water bath temperature. Also, one water bath shall have the ability to suspend gyratory specimen fully submerged in water in accordance with AASHTO T-166, current edition.

**2.3 Hamburg Wheel Track Testing.** The department encourages the use of the PTI APA/Hamburg Jr. test equipment to perform the loaded wheel testing. The Department will allow different equipment for the Hamburg testing, but the testing device must be approved by the Department prior to testing.

**2.4 Gyratory Molds.** Gyratory molds will be required to assist in the production of gyratory specimens in accordance with AASHTO T-312, current edition.

**2.5 Ovens.** Adequate (minimum of two ovens) will be required to accommodate the additional molds and asphalt mixture necessary to perform the acceptance testing as outlined in Section 402 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

**2.6 Department Equipment.** The Department will provide gyratory molds, PINE 850 Test Press with digital recordation, and CT testing equipment to assist during this experimental phase so data can be gathered. Hamburg test specimens will be submitted to the Division of Materials for testing on the PTI APA/Hamburg Jr if the asphalt contractor or district materials office does not have an approved Hamburg testing device.

### 3.0 Testing Requirements

**3.1 Acceptance Testing.** Perform all acceptance testing and aggregate gradation as according with Section 402 and Section 403 of the Kentucky Standard Specifications for Road and Bridge Construction, current edition.

**3.2 KYCT Testing.** Perform crack resistance analysis (KYCT) in accordance with the current Kentucky Method for KYCT Index Testing during the mix design phase and during the plant production of all surface mixtures. For mix design approvals, submit KYCT results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for verification.

**3.2.1 KYCT Frequency.** Obtain an adequate sample of hot mix asphalt to ensure the acceptance testing, gradation, and KYCT gyratory samples can be fabricated and is representative of the bituminous mixture. Acceptance specimens shall be fabricated first, then immediately after, fabricate the KYCT samples with the gyratory compactor in accordance with Section 2.4 of this Special Note. Analysis of the KYCT specimens and gradation will be required one per subplot produced from the same asphalt material and at the same time as the acceptance specimen is sampled and tested.

**3.2.2 Number of Specimens and Conditioning.** Fabricate specimens in accordance with the Kentucky Method for KYCT Index Testing. Contrary to the method, for field specimens, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance with KM 64-411. KYCT mix design specimens shall be short-term conditioned uncovered for four hours at compaction temperature in accordance with KM 64-411. Contrary to the Kentucky Method, plant produced bituminous material shall be short-term conditioned immediately after sampling for two hours uncovered in the oven at compaction temperature in accordance with KM 64-411. Additionally, fabricated specimens shall be allowed to cool in air (fan is permissible) for 30 minutes +/- 5 minutes and conditioned in a 77 °F water bath for 30 minutes +/- 5 minutes. To ensure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is prohibited.

**3.2.3 Record Times.** For each subplot, record the time required between drying aggregates in the plant to KYCT specimen fabrication. The production time may vary due to the time that the bituminous material is held in the silo. Record the preconditioning time when the time exceeds the one-hour specimen cool down time as required in accordance with The Kentucky Method for KYCT Index Testing. The preconditioning time may exceed an hour if the technician is unable to complete the test on the same day or within the specified times as outlined in The Kentucky Method for KYCT Index Testing. The production time and the preconditioning time shall be recorded on the AMAW.

**3.2.4 File Name.** As according to section 7.12 of The Kentucky Method for KYCT Index Testing, save the filename with the following format: "CID\_Approved Mix Number\_Lot Number\_Sublot Number\_Date"

**3.3 Hamburg Testing.** Perform the rut resistance analysis (Hamburg) in accordance with AASTHO T-324, not to exceed 20,000 passes for all bituminous mixtures during the mix design phase and production. For mix design approvals, submit Hamburg results on the Department MixPack. For Class 4 mixtures, submit ingredient materials to the Division of Materials for informational verification.

**3.3.1 Hamburg Testing Frequency.** Perform testing and analysis per lot of material. The plant produced bituminous material sampled for the Hamburg test does not have to be obtained at the same time as the acceptance and KYCT sample. If the Hamburg test sample is not obtained at the same time as the KYCT sample, determine the Maximum Specific Gravity of the KYCT sample in accordance with AASHTO T-209 coinciding with the Hamburg specimens.

**3.3.2 Record Times.** Record the production time as according to section 3.2.3 in this special note. Also record the time that the specimens were fabricated and the time the Hamburg testing was started. All times shall be recorded on the AMAW.

**3.3.3 File Name.** Save the Excel spreadsheet with the following file name; “Hamburg\_CID\_Approved Mix Number\_Lot Number\_Sublot Number\_Date” and upload the file into the AMAW.

#### **4.0 Data**

Submit the AMAW and all test data that was obtained for acceptance, gradation, KYCT, and Hamburg testing within five working days once all testing has been completed for a lot to Central Materials Lab and the District Materials Engineer. Also, any data and or comments that the asphalt contractor or district personnel deem informational during this experimental phase, shall also be submitted to the Central Materials Lab and the District Materials Engineer. Any questions or comments regarding any item in this Special Note can be directed to the Central Office, Division of Materials, Asphalt Branch.

#### **5.0 Payment**

Any additional labor and testing equipment that is required to fabricate and test the KYCT and Hamburg specimens shall be considered incidental to the asphalt surface line item. The Department will perform the testing for the KYCT and Hamburg specimens if a producer does not possess the proper equipment.

June 15<sup>th</sup>, 2022

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

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

1-3193 Coordination Contracts  
01/02/2012

## **SPECIAL NOTE FOR DOUBLE ASPHALT SEAL COAT**

Use RS-2 or RS-2C asphalt material that is compatible with the seal aggregate. Apply the first course of asphalt seal coat at the rate of 3.2 lbs/sy of asphalt and 30 lbs/sy of size #78 seal coat aggregate. Apply the second course at 2.8 lbs/sy of asphalt and 20 lbs/sy of size #9M seal coat aggregate. The Engineer may adjust the rate of application as conditions warrant. Use caution in applying liquid asphalt material to avoid over spray getting on curbs, gutter, barrier walls, bridges, guardrail, and other roadway appurtenances.

The Department will not measure any surface preparation required prior to applying the asphalt seal coat, but shall be incidental to “Asphalt Material for Asphalt Seal Coat”.

1-3215 Double Asphalt Seal Coat  
01/02/2012

## SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER MONOLITHIC OPERATION

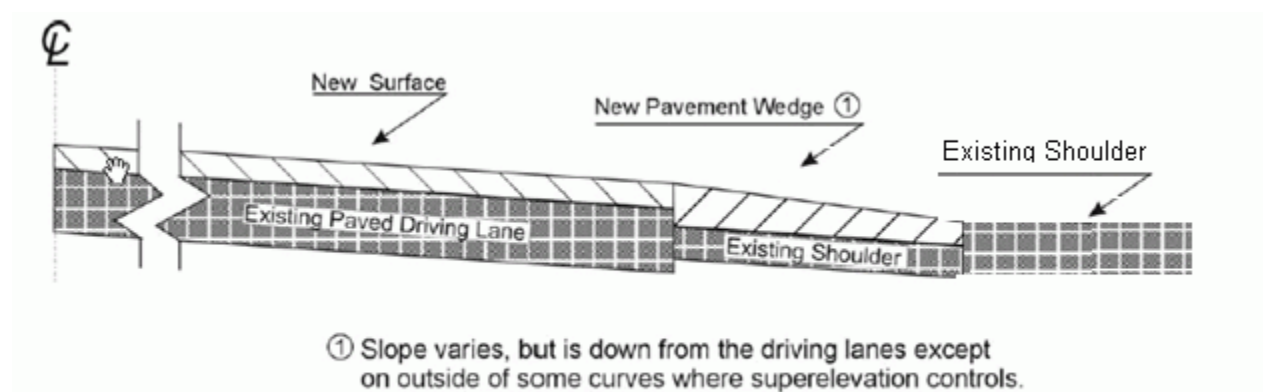
**1.0 MATERIALS.** Provide an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.

**2.0 CONSTRUCTION.** Place the specified Asphalt Surface Mixture on shoulders monolithically with the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Section 403.03 of the Standard Specifications.

Equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithically with the driving lane.

The wedge may vary in thickness at the edge of the milled area in the shoulder. If the area to receive the shoulder wedge is milled prior to placement, during rolling operations pinch the outside edge of the new inlay wedge to match the existing shoulder elevation not being resurfaced. Unless required otherwise by the Contract, construct rolled or sawed rumble strips according to Section 403.03.08, as applicable.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.



**3.0 MEASUREMENT.** The Department will measure Asphalt Surface Mixture placed as the pavement wedge according to Section 403.

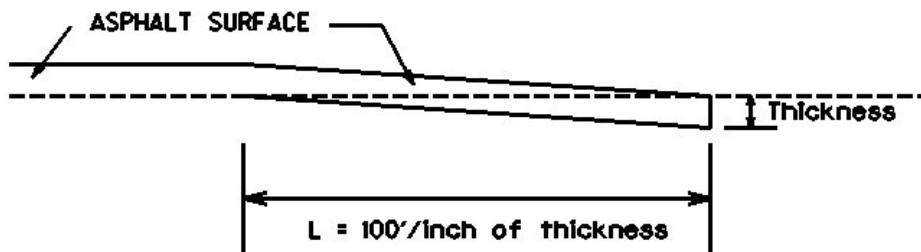
**4.0 PAYMENT.** The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures on pavement wedges according to Section 403.



### SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will make payment for this work at the Contract unit price per ton for Asphalt Pavement Milling and Texturing, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

### EDGE KEY



**Thickness = 1.0 Inches**

**L = 100 LF**

**L = Length of Edge Key**

1-3309 Edge key by Ton  
01/02//2012

**SPECIAL NOTE FOR  
ASPHALT MILLING AND TEXTURING**

Begin paving operations within **48 hours** of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

Take possession of the millings and recycle the millings or dispose of the millings off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department.

1-3520 48 hours Contractor keeps millings  
01/2/2012

## **SPECIAL NOTE FOR BASE FAILURE REPAIR**

Repair locations listed on the summary are approximate only. The Engineer will determine actual repair locations and dimensions at the time of construction. Prior to overall milling and/or leveling and wedging, excavate the designated base failure areas to a depth 6 inches below the existing asphalt pavement surface level. Dispose of the excavated materials at waste sites off the Right-of-Way obtained by the Contractor at no additional cost to the Department. See Special Note for Waste and Borrow.

Backfill the excavated areas with Class 2 Asphalt Base 1.00D PG64-22. Compact the asphalt base to the compaction required in Section 403.03.10. Seal the asphalt base with leveling and wedging. Perform all base failure repairs in such a manner that removal and replacement are completed on the same day. Do this work as one of the Contractor's first operations in order to allow further compaction by traffic. Do not mill or place new asphalt surface over repaired base failure areas until a minimum of 7 calendar days have elapsed after placement of the asphalt base. After a minimum of 7 calendar days and when the Engineer determines the base failure repair areas have sufficiently stabilized, begin milling and/or resurfacing operations. Prior to milling and/or constructing the new asphalt surface, level and wedge any settlement of the repair areas.

The bidder must draw 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 claim for additional compensation if the materials encountered that are not in accord with the classification shown.

Accept payment at the Contract unit prices per square yard for Base Failure repair and per ton for Leveling and Wedging as full compensation for all labor, materials, equipment, and incidentals for removing pavement and disposing of the materials, furnishing and placing asphalt base, leveling and wedging, and all other items necessary to complete the work according to these notes to the satisfaction of the Engineer.

1-3606basefailurerepairmillinlaypaybysy  
01/02/2012

### **SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer.

1-3725 Typical Section Dimensions  
01/02/2012

## TRAFFIC CONTROL PLAN – HSIP and FD05

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### TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia 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".

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

### PROJECT PHASING & CONSTRUCTION PROCEDURES

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

#### Holidays & Special Events

Labor Day Weekend	3 pm Friday, Sept. 2, 2022 – 8 pm Monday, September 5, 2022
Thanksgiving Holiday	3 pm Wednesday, Nov. 23, 2022 – 8 pm Sunday, Nov. 27, 2022
Christmas Holiday	3 pm Friday, Dec. 23, 2022 – 8 pm Sunday, December 25, 2022
New Year's Day Holiday	7 am Saturday, December 31, 2022 – 8 pm Sunday, January 1, 2023

Lane Closures shall only be allowed during the following hours and days:

**8:00 am to 2:30 pm, Monday thru Friday. No lane closures allowed after 2:30 pm each weekday.**

**For Weekends, and any other days when school is not in session, the contractor may close the lane as long as needed during the day, but the lane closures must be removed at the end of the working day. NO overnight closures.**

School in session is defined as any day when Ohio County Public Schools are in session with students present. NOTE: most school calendars are published online but may change due to certain circumstances. The Contractor and Engineer should work together to determine the dates when school will be and will not be in session.

The Engineer may specify additional days and/or hours when lane closures or partial lane closures will not be allowed due to unforeseen events.

At locations with two lanes, maintain at least one lane of traffic with a minimum clear lane width of 9.5 feet at all times during construction. At locations with one lane, such as at exit and entrance ramps, a partial lane closure is permitted during construction, as long as a minimum clear lane width of 9.5 feet is maintained. NOTE: During any lane closure or partial lane closure, make provisions

Traffic Control Plan  
Page 2 of 4

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

### **LANE CLOSURES**

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

### **TEMPORARY SIGNS**

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

### **CHANGEABLE MESSAGE SIGNS**

If deemed necessary by the Engineer, the Department will furnish, operate, and maintain Changeable Message Signs.

### **BARRICADES**

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

### **TEMPORARY ENTRANCES**

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

Traffic Control Plan  
Page 3 of 4

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

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

### **PAVEMENT MARKINGS**

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course.

Install Temporary Striping according to Section 112 with the following exception:

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

### **PAVEMENT EDGE DROP-OFFS**

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

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

Less than 2" - No protection required.

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

Traffic Control Plan  
Page 4 of 4

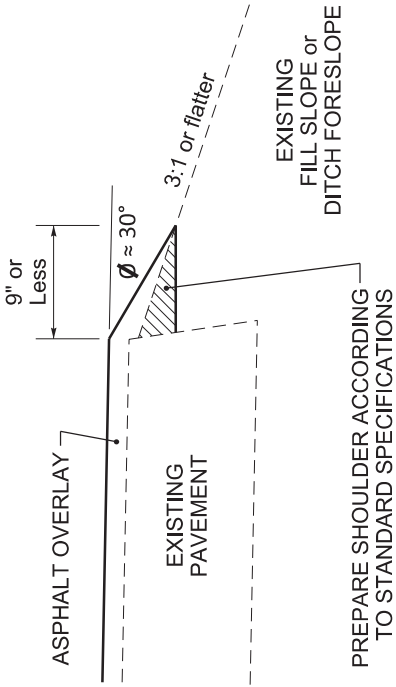
Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly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

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



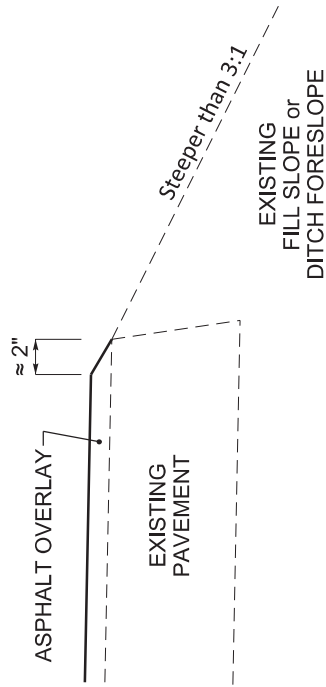
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to fill slope or ditch foreslope that is 3:1 or less)



DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to fill slope or ditch foreslope that is steeper than 3:1)



NOTES

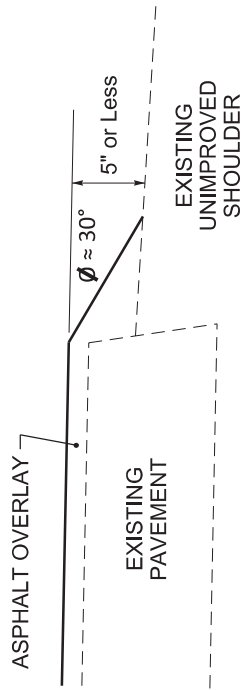
1. DETAILS DO NOT APPLY TO OVERLAYS LESS THAN 1 INCH THICK.
2. THE DURABLE PAVEMENT EDGE DEVICE MAY BE DISENGAGED AT DRIVEWAYS, SIDE STREETS, HIGH SHOULDERS, AND OTHER LOCATIONS NOT FEASIBLE TO CONSTRUCT, AS APPROVED BY THE ENGINEER.

DURABLE PAVEMENT EDGE  
 DETAILS

DRAWING NOT TO SCALE

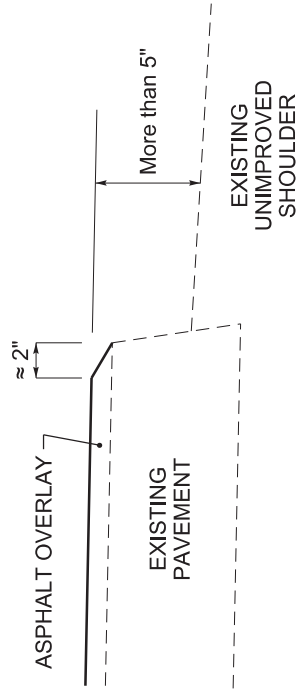
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to low shoulder with dropoff of 5 inches or less)



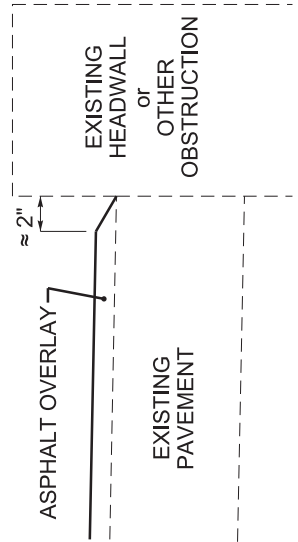
DURABLE PAVEMENT EDGE DETAIL

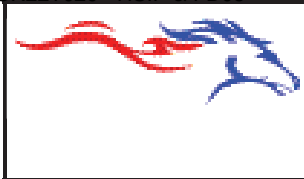
(Resurfacing adjacent to low shoulder with dropoff of more than 5 inches)



DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to an obstruction, such as an existing headwall)





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

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

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>	
<b>ITEM #</b>		<b>COUNTY</b>		<b>PROJECT # (STATE)</b>	
02-9015.10		Ohio		FD52 092 0069 016-025	
<b>PROJECT DESCRIPTION</b>					

Perform superelevation improvements on KY 69 from MP 19.809 to MP 20.113 in Ohio County.

**No Additional Right of Way Required**

Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.

**Condition # 1 (Additional Right of Way Required and Cleared)**

All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

**Condition # 2 (Additional Right of Way Required with Exception)**

The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

**Condition # 3 (Additional Right of Way Required with Exception)**

The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			

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

<b>LPA RW Project Manager</b>		<b>Right of Way Supervisor</b>	
Printed Name		Printed Name	Digitally signed by Jennifer K Cox
Signature		Signature	Jennifer K Cox
Date		Date	Date: 2022.05.31 06:41:31 -05'00'
<b>Right of Way Director</b>		<b>FHWA</b>	
Printed Name		Printed Name	
Signature		Signature	No Signature Required as per FHWA-KYTC Current Stewardship Agreement
Date	Date: 2022.05.31 06:56:24 -05'00'	Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Ohio County – HSIP 5079 (004)**  
**FD52 092 0069 019-021**  
**Superelevation Improvements on KY 69 MP 19.716 to 20.211**  
**Item No. 2-9015.10**

### GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Ohio County – HSIP 5079 (004)  
FD52 092 0069 019-021  
Superelevation Improvements on KY 69 MP 19.716 to 20.211  
Item No. 2-9015.10**

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

There are no known utility relocations within the project limits. If an unknown utility is encountered, the contractor will be responsible for arranging an on-site meeting with the utility owner/representative(s) and the Engineer to discuss potential impacts and solutions to either avoid the utility or relocate the utility. Depending on the solution selected, the Engineer will determine whether or not additional contract time is appropriate.

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

N/A

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

N/A

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

N/A

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Ohio County – HSIP 5079 (004)**  
**FD52 092 0069 019-021**  
**Superelevation Improvements on KY 69 MP 19.716 to 20.211**  
**Item No. 2-9015.10**

### **UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

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

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

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

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

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

**Ohio County – HSIP 5079 (004)**  
**FD52 092 0069 019-021**  
**Superelevation Improvements on KY 69 MP 19.716 to 20.211**  
**Item No. 2-9015.10**

### AREA UTILITIES CONTACT LIST

*NOTE: The Utilities Contact List is provided as informational only, and may not be a complete list of all Utility Companies with facilities in the project area.*

Warren Rural Electric		(270) 824-6541
Midwestern Gas	David Angel	(629) 200-8448 <a href="mailto:David.Angel@oneok.com">David.Angel@oneok.com</a>
Bluegrass Gas	Gail Parsons	(270) 537-5466
Ohio County Water	Eric Hickman, P.E.	Phone: 270-298-7704 Mobile: 270-519-0885 Email: <a href="mailto:ehickman@ocwdky.org">ehickman@ocwdky.org</a>
AT&T	Scott Roche	o 502.348.4528   m 502.827.4703   <a href="mailto:scott.roche@att.com">scott.roche@att.com</a>

# MATERIAL SUMMARY

**CONTRACT ID: 224446****092GR22T020 - HSIP & FD05****0209200692202**

KY HIGHWAY 69 (KY 69) FROM 2.9 MILES NORTHEAST OF CEDAR GROVE ROAD (KY 1164) EXTENDING NORTHEAST TO 3.4 MILES NORTHEAST OF KY 1164 ASPHALT PAVEMENT & ROADWAY REHAB, A DISTANCE OF .3 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0080	00001	DGA BASE	216.00	TON
0085	00100	ASPHALT SEAL AGGREGATE	23.00	TON
0090	00103	ASPHALT SEAL COAT	3.00	TON
0095	00190	LEVELING & WEDGING PG64-22	295.00	TON
0100	02676	MOBILIZATION FOR MILL & TEXT - (OHIO KY 69 HSIP)	1.00	LS
0105	02677	ASPHALT PAVE MILLING & TEXTURING	125.00	TON
0110	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	1.50	TON
0115	02200	ROADWAY EXCAVATION	102.00	CUYD
0120	02483	CHANNEL LINING CLASS II	1,015.00	TON
0125	02575	DITCHING AND SHOULDERING	4,115.00	LF
0130	02650	MAINTAIN & CONTROL TRAFFIC - (OHIO KY 69 HSIP)	1.00	LS
0135	02701	TEMP SILT FENCE	1,300.00	LF
0140	02703	SILT TRAP TYPE A	2.00	EACH
0145	02704	SILT TRAP TYPE B	2.00	EACH
0150	02705	SILT TRAP TYPE C	2.00	EACH
0155	02706	CLEAN SILT TRAP TYPE A	2.00	EACH
0160	02707	CLEAN SILT TRAP TYPE B	2.00	EACH
0165	02708	CLEAN SILT TRAP TYPE C	2.00	EACH
0170	02726	STAKING - (OHIO KY 69 HSIP)	1.00	LS
0175	05950	EROSION CONTROL BLANKET	650.00	SQYD
0180	05952	TEMP MULCH	2,000.00	SQYD
0185	05953	TEMP SEEDING AND PROTECTION	1,500.00	SQYD
0190	05963	INITIAL FERTILIZER	.25	TON
0195	05964	MAINTENANCE FERTILIZER	.15	TON
0200	05985	SEEDING AND PROTECTION	1,500.00	SQYD
0205	02569	DEMOBILIZATION	1.00	LS

# MATERIAL SUMMARY

**CONTRACT ID: 224446**

**092GR22T020 - HSIP & FD05**

**MP09200692101**

DUKEHURST TO DUNDEE ROAD (KY 69) BEGIN 970 FEET SOUTH OF ROUND HILL ROAD EXTENDING NORTH TO A PAVEMENT JOINT AT THE INTERSECTION OF DUNDEE NARROWS ROAD ASPHALT RESURFACING, A DISTANCE OF 5.63 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	00001	DGA BASE	735.00	TON
0010	00190	LEVELING & WEDGING PG64-22	689.00	TON
0015	00301	CL2 ASPH SURF 0.38D PG64-22	5,150.00	TON
0020	02562	TEMPORARY SIGNS	390.00	SQFT
0025	02650	MAINTAIN & CONTROL TRAFFIC - (FD05)	1.00	LS
0030	02676	MOBILIZATION FOR MILL & TEXT - (FD05)	1.00	LS
0035	02677	ASPHALT PAVE MILLING & TEXTURING	145.00	TON
0040	02697	EDGE LINE RUMBLE STRIPS	54,152.00	LF
0045	03240	BASE FAILURE REPAIR	535.00	SQYD
0050	06510	PAVE STRIPING-TEMP PAINT-4 IN	59,452.00	LF
0055	06515	PAVE STRIPING-PERM PAINT-6 IN	118,904.00	LF
0060	10020NS	FUEL ADJUSTMENT	10,159.00	DOLL
0065	10030NS	ASPHALT ADJUSTMENT	24,853.00	DOLL
0070	24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	39.00	TON
0075	02569	DEMOBILIZATION	1.00	LS



COUNTY OF	ITEM NO.
OHIO	2-9015.10

# COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

**OHIO COUNTY**  
KY 69  
2-9015.10 - HSIP

PROJECT LOCATION



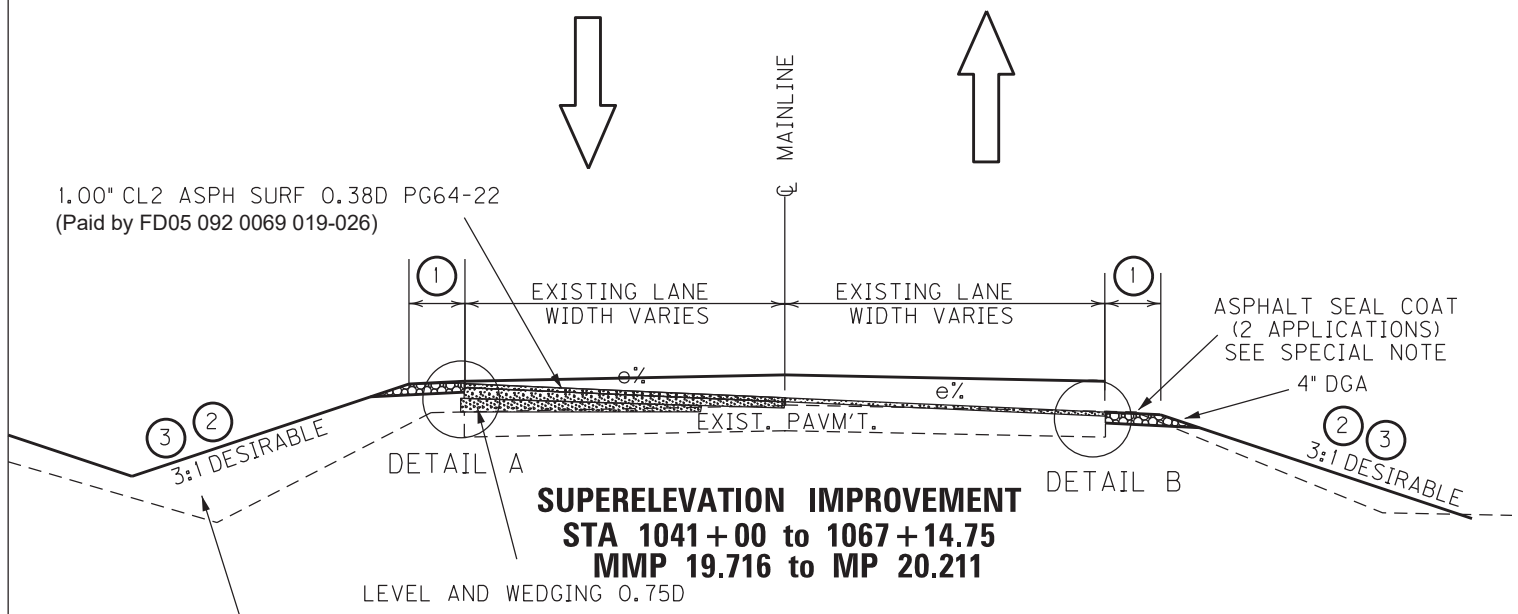
OHIO COUNTY



VICINITY MAP

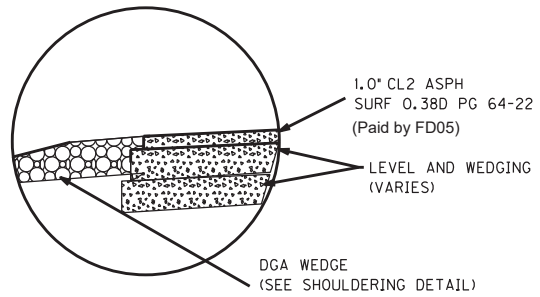
COUNTY OF	ITEM NO.
OHIO	2-9015.10

# TYPICAL SECTIONS KY 69 - HSIP

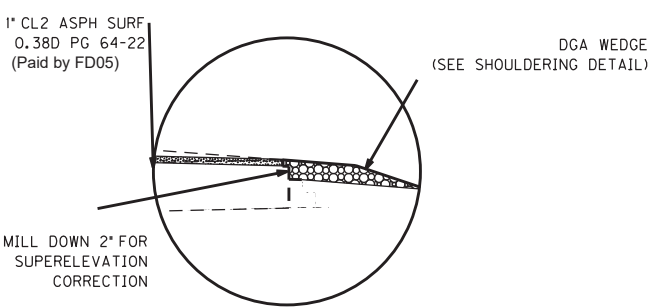


**SUPERELEVATION IMPROVEMENT**  
**STA 1041+00 to 1067+14.75**  
**MMP 19.716 to MP 20.211**

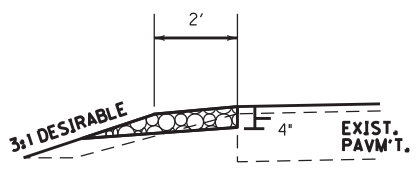
COMPACTED EMBANKMENT  
 (INCIDENTAL TO DITCHING  
 AND SHOULDERING)



DETAIL A



DETAIL B



SHOULDERING DETAIL

NOTES:

- ① A 2' SHOULDER IS DESIRABLE BUT MAY HAVE TO BE NARROWED OR ELIMINATED IN ORDER TO REMAIN ON RIGHT-OF-WAY OR AVOID A SENSITIVE OBSTRUCTION.
- ② CONFIRM DITCHING & SHOULDERING AND EMBANKMENT AREAS WITH KYTC CONSTRUCTION ENGINEER PRIOR TO PLACEMENT OF DGA WEDGE.
- ③ ALL IMPROVEMENTS MUST BE CONSTRUCTED WITHIN EXISTING R/W LIMITS

- 1. CONTRACTOR SHALL PROPERLY BENCH INTO EXISTING SLOPE AND APPLY PROPER COMPACTION.
- 2. COMPACT MATERIAL ACCORDING TO STANDARD SPECIFICATIONS (SECT. 206)
- 3. FINAL PAYMENT WILL BE PAID AS LF OF DITCHING AND SHOULDERING AND INCLUDE ALL WORK NECESSARY TO PERFORM WORK.
- 4. SHOULDER EMBANKMENT MATERIAL SHALL BE SUITABLE FOR VEGETATION GROWTH.

3:1 OR FLATTER IS DESIRABLE. LOCATIONS THAT ARE LIMITED DUE TO RIGHT-OF-WAY, UTILITY POLES, TREES, FENCES, OR OTHER SENSITIVE OBSTRUCTIONS MAY REQUIRE EMBANKMENT BUT ONLY OUT TO THE EDGE OF THE RIGHT-OF-WAY OR SENSITIVE OBSTRUCTION(S). (SLOPE MAY BE STEEPER THAN 3:1)

FLATTEN DITCH BACKSLOPES WHEN POSSIBLE TO REMAIN IN RIGHT-OF-WAY. IN AREAS WHERE THE BACKSLOPE MUST REMAIN STEEP, THE ENGINEER MAY DETERMINE THAT CHANNEL LINING NEEDS TO BE INSTALLED TO HELP STABILIZE THE BACKSLOPE.

SCALE: 1" = NS

HSIP TYPICAL SECTION  
KY 69

### HSIP GENERAL SUMMARY

ITEM	DESCRIPTION	UNIT	TOTAL PROJECT
1	DGA BASE	TON	216
100	ASPHALT SEAL AGGREGATE	TON	23
103	ASPHALT SEAL COAT	TON	3
190	LEVEL & WEDGING (USE 0.75D)	TON	295
2483	CHANNEL LINING CLASS II	TON	1015
2569	DEMOBILIZATION	LS	1
2575	DITCHING AND SHOULDERING	LF	4115
2650	STAKING	LS	1
2676	MOBILIZATION FOR MILL & TEXT	LS	1
2677	ASPHALT PAVE MILLING & TEXTURING	TON	125
5950	EROSION CONTROL BLANKET	SQYD	650
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	TON	1.5
2701	TEMP SILT FENCE	LF	1300
2703	SILT TRAP TYPE A	EACH	2
2706	CLEAN SILT TRAP TYPE A	EACH	2
2704	SILT TRAP TYPE B	EACH	2
2707	CLEAN SILT TRAP TYPE B	EACH	2
2705	SILT TRAP TYPE C	EACH	2
2708	CLEAN SILT TRAP TYPE C	EACH	2
5952	TEMP MULCH	SQ YD	2000
5953	TEMP SEEDING AND PROTECTION	SQ YD	1500
5985	SEEDING AND PROTECTION	SQ YD	1500
5963	INITIAL FERTILIZER	TON	0.25
5964	MAINTENANCE FERTILIZER	TON	0.15

NOTES:  
 1. ALL QUANTITIES ARE ESTIMATED AND MAY NOT BE COMPLETELY USED.  
 2. QUANTITY CARRIED OVER FROM DITCHING & SHOULDERING SUMMARY  
 3. QUANTITY CARRIED OVER FROM SUPERELEVATION SUMMARY

 <p style="text-align: center;">COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS</p>	 <p style="text-align: center;">HSIP - KY 69 GENERAL SUMMARY</p>
 <p style="text-align: center;">COUNTY OF OHIO</p>	ITEM NO. 2-9015.10 SHEET NO. GENERAL SUMMARY

PC Station	Direction	PC Milepoint	PT Station	PT Milepoint	Length of Curve (ft)	Runoff Length	Runout Length	Existing Superelevation	Proposed Superelevation	Leveling & Wedging PG 64-22 (ton)	Asphalt Pave Milling & Texturing
1045+93.4	NB	19.809	1051+60.6	19.917	567	169	57	4.7%	6.0%	N/A	75
	SB	19.809		19.917	567	169	57	1.0%	6.0%	175	N/A
1058+49.28	NB	20.047	1061+97.14	20.113	348	185	74	3.3%	5.0%	N/A	50
	SB	20.047		20.113	348	185	74	1.4%	5.0%	120	N/A
<b>TOTAL</b>									<b>295</b>	<b>125</b>	

SUPERELEVATION IMPROVEMENTS		
ITEM	Description	UNIT
190	LEVEL & WEDGING PG64-22 (USE 0.75D)	TON
2677	ASPHALT PAVE MILLING & TEXTURING	TON
	Centerline Rumble Strips (LF)	
		295
		125

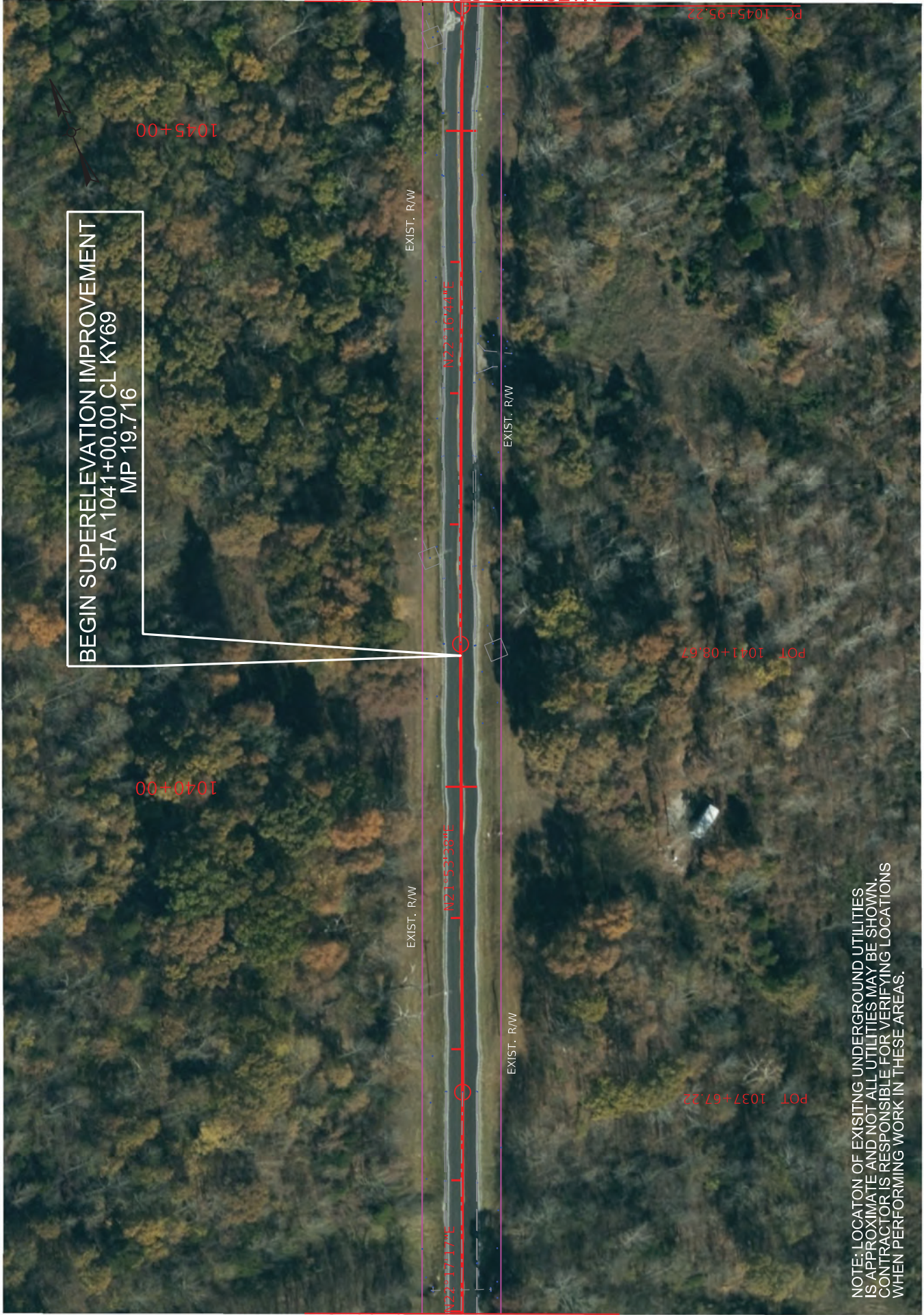
NOTE: 1) SURFACE IS INCLUDED IN FD05 RESURFACING AND SHOULD COORDINATE WITH SUPERELEVATION IMPROVEMENTS

Ditching & Shouldering Summary										County Ohio	Route				
LOCATION															
Side of Road	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint	Length (LF)	Estimated Excavation Volume** (CU YD)	Estimated Embankment Volume** (CU YD)	Ditching & Shouldering Detail Sheet Figure Ref.*	Include DGA Wedge? (Yes/No)	DGA (TONS)	Asphalt Seal Coat (TON)	Asphalt Seal Aggregate (TON)	Channel Line Ditch, Fill Slope or Cut Slope? (Yes/No)	Channel Lining Class II (TONS)	Erosion Control Blanket	Remarks
LT	1041+00	19.716	1049+00	19.867	800	0	Figure 1	Yes	41	0.54	4.45	No			
LT	1051+60	19.917	1059+00	20.057	740	0	Figure 1	Yes	38	0.50	4.12	Yes - Fill Slope		410	
LT	1059+00	20.057	1061+50	20.104	250	0	Figure 10	Yes	13	0.17	1.39	Yes - Ditch	175		
LT	1062+00	20.114	1062+50	20.123	50	0	Figure 10	Yes	3	0.04	0.28	Yes - Ditch	35		
LT	1062+50	20.123	1066+75	20.204	425	0	Figure 1	Yes	22	0.29	2.37	Yes - Fill Slope		240	
RT	1041+00	19.716	1042+00	19.735	100	0	Figure 1	Yes	6	0.07	0.56	No			
RT	1042+50	19.744	1048+50	19.858	600	0	Figure 1	Yes	31	0.40	3.34	No			
RT	1048+50	19.858	1049+50	19.877	100	0	Figure 1	Yes	6	0.07	0.56	Yes - Ditch	70		
RT	1051+00	19.905	1052+50	19.934	150	0	Figure 10	Yes	8	0.10	0.84	Yes - Cut Slope	105		
RT	1054+00	19.962	1056+00	20.000	200	0	Figure 10	Yes	11	0.14	1.12	Yes - Cut Slope	140		
RT	1056+00	20.000	1060+00	20.076	400	0	Figure 10	Yes	21	0.27	2.23	Yes - Cut Slope	280		
RT	1063+00	20.133	1066+00	20.189	300	0	Figure 10	Yes	16	0.20	1.67	Yes - Cut Slope	210		

Summary of Items					
Item	LF	TONS	CU YD	TONS	TONS
Ditching & Shouldering	4,115			3	
DGA	216			23	
Excavation	102				
Channel Lining Class II					1,015
Erosion Control Blanket					650

NOTES:

- 1) THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.
- 2) ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY.



BEGIN SUPERELEVATION IMPROVEMENT  
 STA 1041+00.00 CL KY69  
 MP 19.716

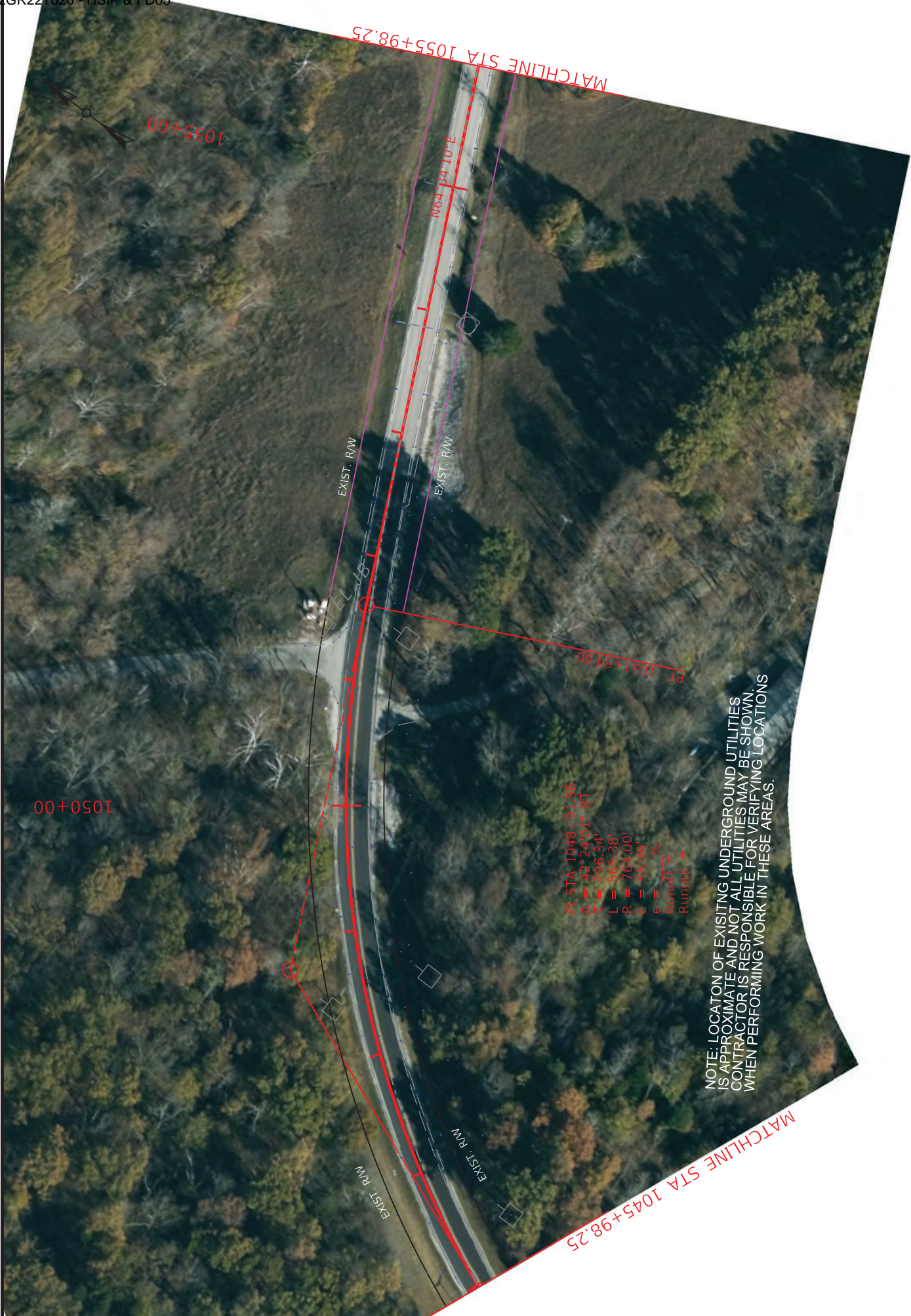
NOTE: LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND NOT ALL UTILITIES MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS WHEN PERFORMING WORK IN THESE AREAS.

ITEM NO.	COUNTY OF
02-9015.10	OHIO
SHEET NO.	



DRAWING TITLE: HSIP KY 69  
 STA 1035+98.25 TO STA 1045+98.25

COMMONWEALTH OF KENTUCKY  
 DEPARTMENT OF HIGHWAYS



PI STA 1048+91.56  
 $\Delta = 42.2401^\circ$  RT  
 $T = 296.34'$   
 $L = 565.38'$   
 $R = 764.00'$   
 $E = 55.46'$   
 $c = \text{---} \%$   
 Runoff =  
 Runout =

NOTE: LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND NOT ALL UTILITIES MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS WHEN PERFORMING WORK IN THESE AREAS.

	<b>DRAWING TITLE: HSIP KY 69</b> <b>STA 1045+98.25 TO STA 1055+98.25</b>		 HORIZONTAL SCALE: 1"=100'	COUNTY OF OHIO ITEM NO. 02-9015.10 SHEET NO.
		USER: Jeanr,jones DATE PLOTTED: 9/7/2005 7:08:02 PM FILE NAME: C:\PW\WORK\JEANR.JONES\1796918\2-9015_HSIP_KY69_PLAN_SHEETS_SUPERELEVATION_BREAKOUT.DGN		

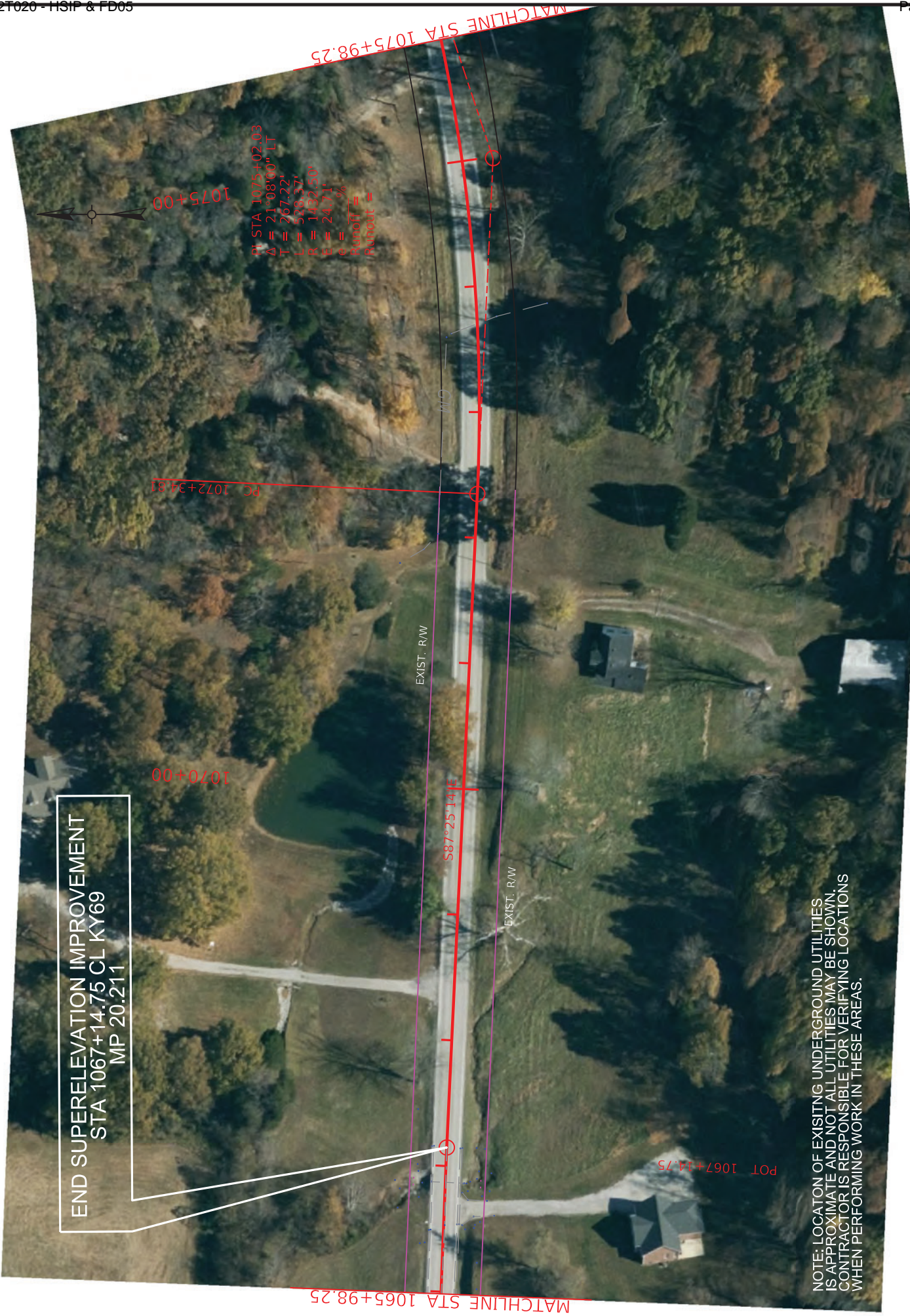


PI STA: 1060+27.27  
 $\Delta = 27^\circ 38' 12''$  RT  
 T = 176.18'  
 L = 345.51'  
 R = 716.30'  
 E = 21.35'  
 E = \_\_\_\_\_ %  
 Runoff = \_\_\_\_\_  
 Runout = \_\_\_\_\_

NOTE: LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND NOT ALL UTILITIES MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS WHEN PERFORMING WORK IN THESE AREAS.

	<b>DRAWING TITLE: HSIP KY 69</b> <b>STA 1055+98.25 TO STA 1065+98.25</b>		COUNTY OF OHIO
	DATE PLOTTED: 9/7/2005 7:08:02 PM		ITEM NO. 02-9015.10
USER: Jeanr,jones		HORIZONTAL SCALE: 1"=100' 0' 100' 200' 400'	SHEET NO.
FILE NAME: C:\PW\WORK\JEANR.JONES\1796918\2-9015_HSIP_KY69_PLAN_SHEETS_SUPERELEVATION_BREAKOUT.DGN		© 2022 Microsoft Corporation © 2022 Maxar © 2022 Esri © 2022 Distribution Partners	





END SUPERELEVATION IMPROVEMENT  
 STA 1067+14.75 CL KY69  
 MP 20.211

P+ STA 1075+02.03  
 Δ = 21°08'00" LT  
 T = 267.22'  
 L = 529.57'  
 R = 1432.60'  
 E = 24.771'  
 e = %  
 Riseoff =  
 Riseout =

NOTE: LOCATION OF EXISTING UNDERGROUND UTILITIES IS APPROXIMATE AND NOT ALL UTILITIES MAY BE SHOWN. CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATIONS WHEN PERFORMING WORK IN THESE AREAS.

	DRAWING TITLE: HSIP KY 69		<p>HORIZONTAL SCALE: 1"=100'</p>	ITEM NO.	COUNTY OF
	STA 1065+98.25 TO STA 1075+98.25			02-9015.10	OHIO
				SHEET NO.	

USER: Jeanr,jones  
 DATE PLOTTED: 9/7/2005 7:08:02 PM  
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 OpenRoads Designer v10.16.0.80  
 © 2002 Microsoft Corporation © 2002 Maxar © 2002 Distribution Airphoto

FIGURE 1

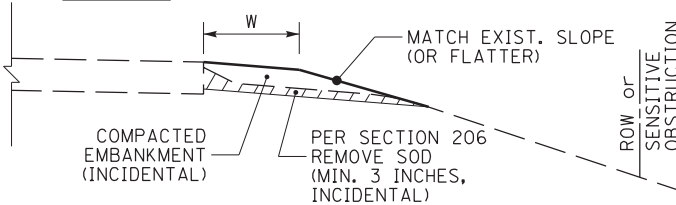


FIGURE 2

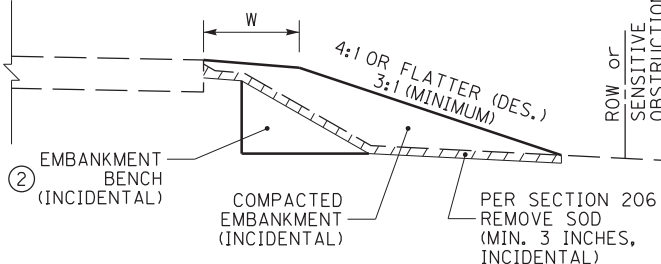


FIGURE 3

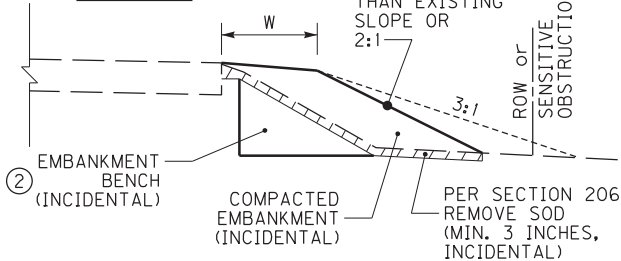


FIGURE 4

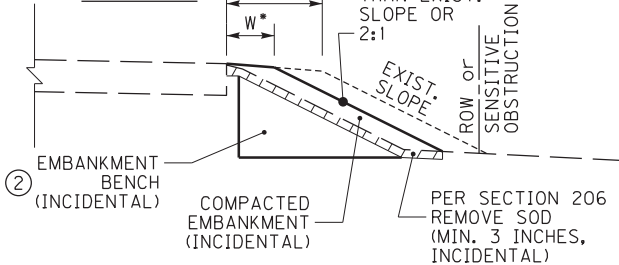


FIGURE 5

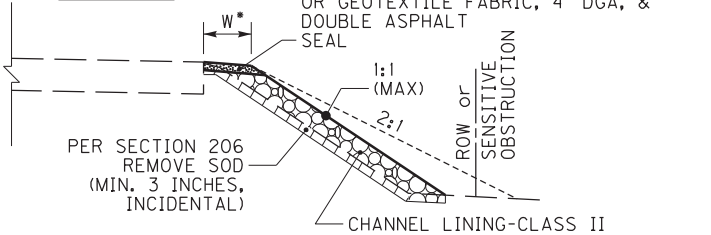
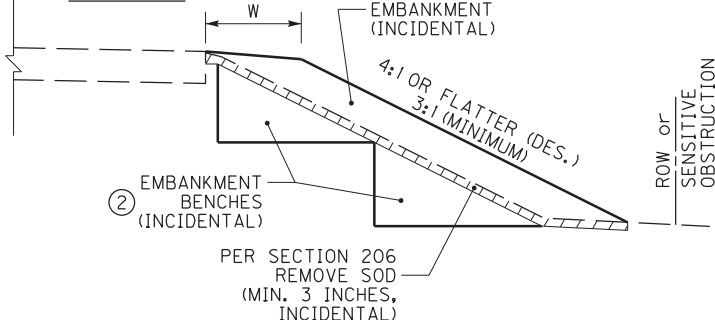


FIGURE 6



~ NOTES ~

BID ITEM AND UNIT TO BID:  
2575 - DITCHING & SHOULDERING - LF

1. THE BID ITEM 'DITCHING & SHOULDERING' SHALL CONSIST OF ANY AND ALL NECESSARY CLEARING & GRUBBING, GRADING, AND/OR RESHAPING OF THE EXISTING SHOULDER, DITCH, AND/OR ROADSIDE TO ACHIEVE THE PROPOSED SHOULDER, DITCH, AND/OR ROADSIDE DIMENSIONS, AS DETAILED ON THE TYPICAL SECTIONS. FINAL PAYMENT WILL BE BASED ON THE ACTUAL LINEAR FEET OF DITCHING AND SHOULDERING PERFORMED, AND WILL INCLUDE ALL WORK AND INCIDENTALS NECESSARY TO PERFORM THE DITCHING AND SHOULDERING ACCORDING TO THESE DETAILS, NOTES, AND ANY OTHER INFORMATION FOUND ELSEWHERE IN THE PROPOSAL OR STANDARD SPECIFICATIONS. IN THE CASE OF A DISCREPANCY, REFER TO SECTION 105.05 OF THE STANDARD SPECIFICATIONS. DEPENDING ON THE EXISTING CONDITIONS ENCOUNTERED, DITCHING AND SHOULDERING MAY ALSO INCLUDE, BUT IS NOT LIMITED TO:

- PROVIDING ADDITIONAL EARTH MATERIAL AND GRADING, SHAPING, AND COMPACTING THE EARTH MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS. COMPACT MATERIAL ACCORDING TO SECTION 206 OF THE STANDARD SPECIFICATIONS.
- NOTE: ADDITIONAL EARTH MATERIAL PROVIDED SHALL BE SUITABLE FOR VEGETATION GROWTH.
- EXCAVATING AND REMOVING EXCESS MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS
- EMBANKMENT BENCHING

2. EMBANKMENT BENCHING WILL BE REQUIRED WHEN THE EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN 15% (APPROX. 6:1). ANY AND ALL REQUIRED EMBANKMENT BENCHING SHALL BE INCIDENTAL TO THE BID ITEM 'DITCHING AND SHOULDERING'. THE FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING USED IN CONJUNCTION WITH THE BID ITEM 'DITCHING AND SHOULDERING':

- THE TYPICAL HEIGHT (OR RISE) IS 1' TO 6'
- THE TYPICAL WIDTH (OR RUN) WILL VARY BASED ON THE HEIGHT OF THE BENCH
- MULTIPLE SMALL BENCHES MAY BE USED, AND MAY BE MORE ADVANTAGEOUS AS THIS WILL REQUIRE PROCESSING LESS EARTHWORK.

3. AS SHOWN IN FIGURE 1, IN SOME SITUATIONS, MINOR SHOULDERING, WITH MINIMAL ADDITIONAL EARTH MATERIAL, MAY BE ALL THAT IS REQUIRED TO RESHAPE THE EARTH SHOULDER TO THE PROPOSED WIDTH AND BRING IT FLUSH WITH THE EDGE OF PAVEMENT.
4. AS SHOWN IN FIGURE 2, MOST SITUATIONS WILL REQUIRE ADDITIONAL EARTH MATERIAL TO ACHIEVE THE PROPOSED EARTH SHOULDER WIDTH. IT IS DESIRED THAT THE RESULTING FILL SLOPE BE INSTALLED AS FLAT AS POSSIBLE AND REMAIN WITHIN THE RIGHT-OF-WAY AND/OR AVOID SENSITIVE OBSTRUCTIONS.
5. AS SHOWN IN FIGURE 3, IF A 3:1 FILL SLOPE WILL RESULT IN THE TOE OF SLOPE EXTENDING BEYOND THE RIGHT-OF-WAY OR IMPACT A SENSITIVE OBSTRUCTION, THEN THE FILL SLOPE MAY BE INSTALLED STEEPER THAN 3:1, BUT NO STEEPER THAN THE EXISTING FILL SLOPE, OR A 2:1, WHICHEVER IS FLATTER.
6. AS SHOWN IN FIGURE 4, IF MATCHING THE EXISTING FILL SLOPE OR INSTALLING A 2:1 FILL SLOPE (WHICHEVER IS FLATTER) STILL RESULTS IN THE TOE OF SLOPE EXTENDING BEYOND THE RIGHT-OF-WAY OR STILL IMPACTS A SENSITIVE OBSTRUCTION, THEN THE PROPOSED EARTH SHOULDER WIDTH MAY BE REDUCED SO THAT THE RESULTING TOE OF SLOPE WILL REMAIN WITHIN THE RIGHT-OF-WAY AND/OR NOT IMPACT THE SENSITIVE OBSTRUCTION.

7. AS SHOWN IN FIGURE 5, IF THE EXISTING FILL SLOPE IS STEEPER THAN 2:1 AND THERE IS NOT ENOUGH SPACE TO INSTALL A 2:1 FILL SLOPE WITHOUT EXTENDING BEYOND THE RIGHT-OF-WAY AND/OR IMPACTING A SENSITIVE OBSTRUCTION, THEN CLASS II CHANNEL LINING MAY BE INSTALLED ALONG THE STEEP EXISTING SLOPE IN ORDER TO ESTABLISH A WIDTH OF AGGREGATE SHOULDER. THESE LOCATIONS WILL BE NOTED ELSEWHERE IN THE PROPOSAL AS SLOPE PROTECTION. THE CHANNEL LINING IS TO BE CAPPED WITH GEOTEXTILE FABRIC TYPE IV AND 4" OF CRUSHED STONE BASE, OR 4" OF DGA WITH DOUBLE ASPHALT SEAL COAT.
8. AS SHOWN IN FIGURE 6, AS THE HEIGHT OF THE FILL INCREASES, MULTIPLE EMBANKMENT BENCHES MAY BE REQUIRED.

SEE SHEET 2 FOR  
NOTES 9 THRU 13

KENTUCKY  
DEPARTMENT OF HIGHWAYS

DITCHING & SHOULDERING  
AND EMBANKMENT  
BENCHING DETAILS  
(SHEET 1 OF 2)

NOT TO SCALE

FIGURE 7

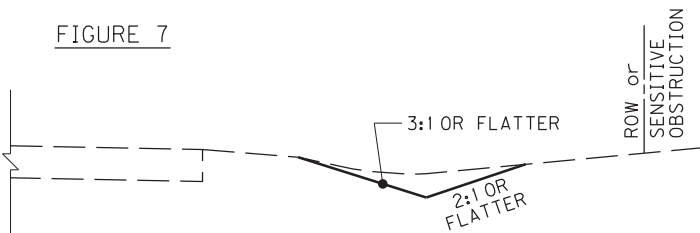


FIGURE 8

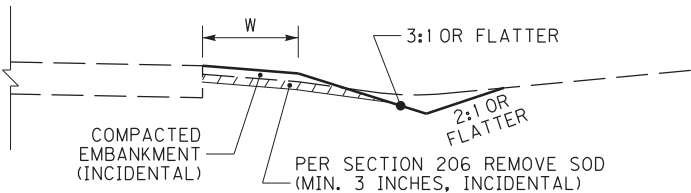


FIGURE 9

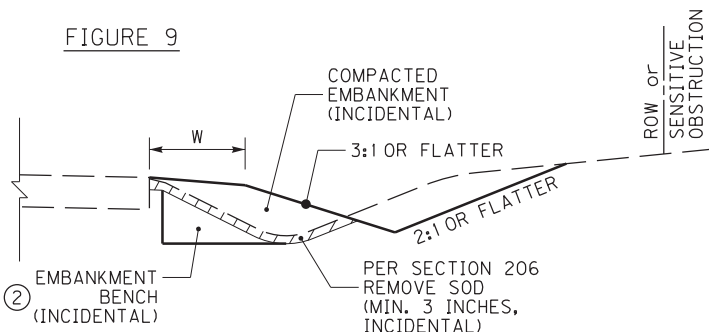


FIGURE 10

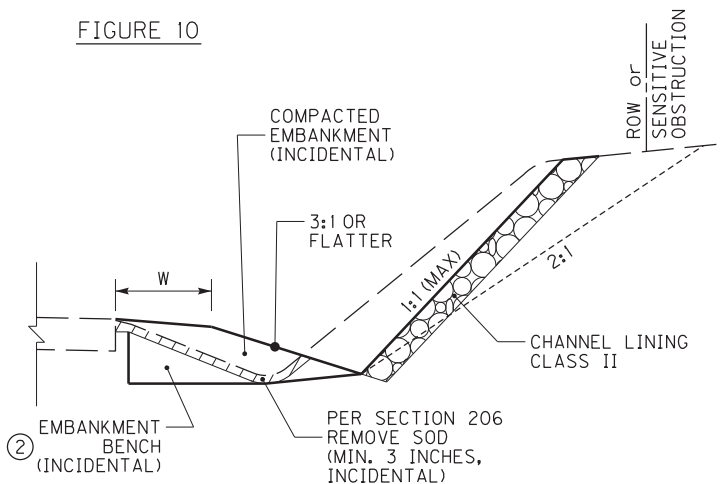
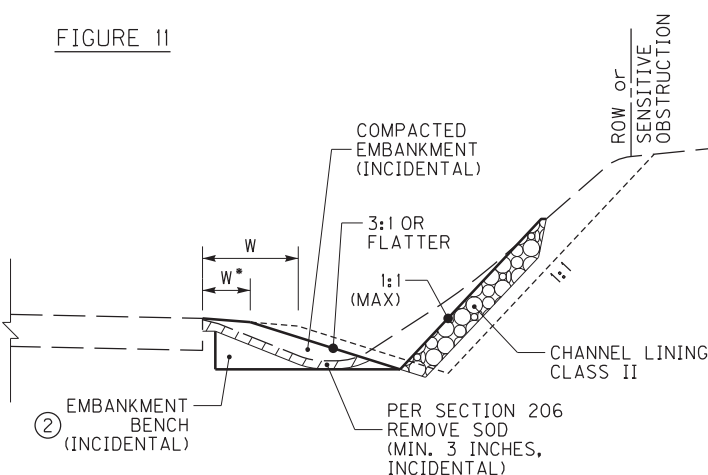


FIGURE 11



~ NOTES ~

BID ITEM AND UNIT TO BID:  
2575 - DITCHING & SHOULDERING - LF

1. THE BID ITEM 'DITCHING & SHOULDERING' SHALL CONSIST OF ANY AND ALL NECESSARY CLEARING & GRUBBING, GRADING, AND/OR RESHAPING OF THE EXISTING SHOULDER, DITCH, AND/OR ROADSIDE TO ACHIEVE THE PROPOSED SHOULDER, DITCH, AND/OR ROADSIDE DIMENSIONS, AS DETAILED ON THE TYPICAL SECTIONS. FINAL PAYMENT WILL BE BASED ON THE ACTUAL LINEAR FEET OF DITCHING AND SHOULDERING PERFORMED, AND WILL INCLUDE ALL WORK AND INCIDENTALS NECESSARY TO PERFORM THE DITCHING AND SHOULDERING ACCORDING TO THESE DETAILS, NOTES, AND ANY OTHER INFORMATION FOUND ELSEWHERE IN THE PROPOSAL OR STANDARD SPECIFICATIONS. IN THE CASE OF A DISCREPANCY, REFER TO SECTION 105.05 OF THE STANDARD SPECIFICATIONS. DEPENDING ON THE EXISTING CONDITIONS ENCOUNTERED, DITCHING AND SHOULDERING MAY ALSO INCLUDE, BUT IS NOT LIMITED TO:

- PROVIDING ADDITIONAL EARTH MATERIAL AND GRADING, SHAPING, AND COMPACTING THE EARTH MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS. COMPACT MATERIAL ACCORDING TO SECTION 206 OF THE STANDARD SPECIFICATIONS.
- NOTE: ADDITIONAL EARTH MATERIAL PROVIDED SHALL BE SUITABLE FOR VEGETATION GROWTH.
- EXCAVATING AND REMOVING EXCESS MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS
- EMBANKMENT BENCHING

② EMBANKMENT BENCHING WILL BE REQUIRED WHEN THE EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN 15% (APPROX. 6:1). ANY AND ALL REQUIRED EMBANKMENT BENCHING SHALL BE INCIDENTAL TO THE BID ITEM 'DITCHING AND SHOULDERING'. THE FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING USED IN CONJUNCTION WITH THE BID ITEM 'DITCHING AND SHOULDERING':

- THE TYPICAL HEIGHT (OR RISE) IS 1' TO 6'
- THE TYPICAL WIDTH (OR RUN) WILL VARY BASED ON THE HEIGHT OF THE BENCH
- MULTIPLE SMALL BENCHES MAY BE USED, AND MAY BE MORE ADVANTAGEOUS AS THIS WILL REQUIRE PROCESSING LESS EARTHWORK.

SEE SHEET 2 FOR NOTES 3. THRU 8.

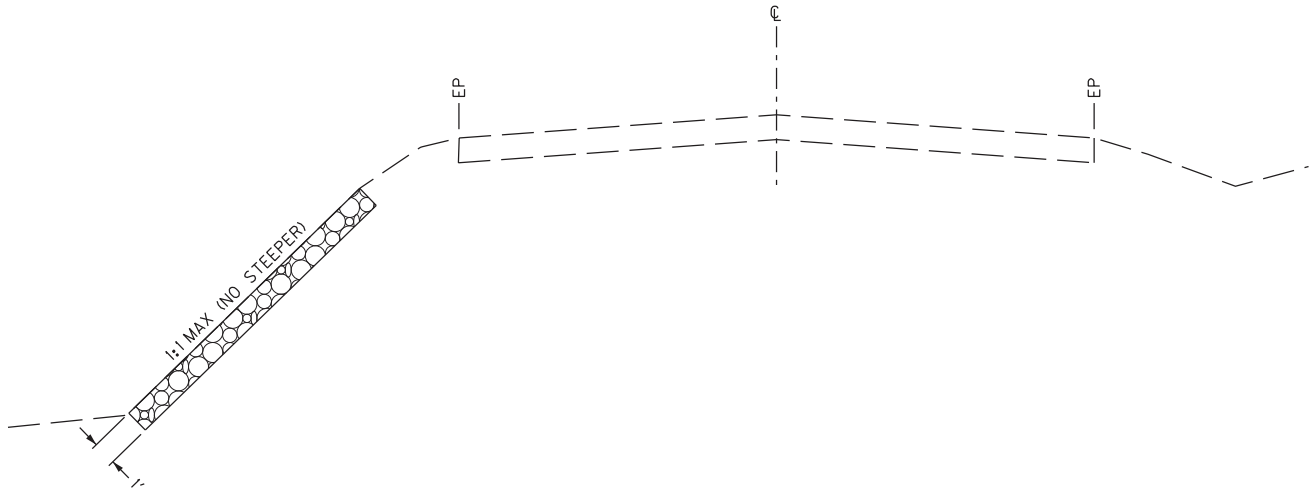
9. AS SHOWN IN FIGURE 7, IN SOME SITUATIONS, ALL THAT MAY BE REQUIRED IS TO CLEAN OUT THE EXISTING DITCH AND RESHAPE IT TO THE PROPOSED DIMENSIONS. THE MATERIAL EXCAVATED FROM THE DITCH MAY BE RE-USED ELSEWHERE ON THE PROJECT, PROVIDED THE ENGINEER DETERMINES THE MATERIAL REMOVED FROM THE DITCH IS SUITABLE FOR THE INTENDED RE-USE.
10. AS SHOWN IN FIGURE 8, IN SOME SITUATIONS, THE DITCH AND SHOULDER MAY ONLY NEED MINOR REGRADING AND/OR RESHAPING. THE MATERIAL EXCAVATED FROM THE DITCH MAY BE USED TO RESHAPE THE EARTH SHOULDER, PROVIDED THE ENGINEER DETERMINES THE MATERIAL REMOVED FROM THE DITCH IS SUITABLE FOR SHOULDERING. IF THE MATERIAL IS NOT SUITABLE, ADDITIONAL EARTH MATERIAL MAY BE REQUIRED.
11. AS SHOWN IN FIGURE 9, IN MOST SITUATIONS, REGRADING AND RESHAPING THE ROADSIDE TO ACHIEVE THE PROPOSED SHOULDER, DITCH, AND/OR ROADSIDE DIMENSIONS WILL RESULT IN MOVING THE DITCH FURTHER AWAY FROM THE ROADWAY. IT IS DESIRED THAT DITCH FORESLOPES BE 3:1 OR FLATTER AND DITCH BACKSLOPES BE 2:1 OR FLATTER.
12. AS SHOWN IN FIGURE 10, IF INSTALLING A 2:1 DITCH BACKSLOPE WILL RESULT IN THE TOP OF CUT EXTENDING BEYOND THE RIGHT-OF-WAY OR IMPACTING A SENSITIVE OBSTRUCTION, THEN THE DITCH BACK SLOPE MAY BE INSTALLED STEEPER THAN 2:1, UP TO 1:1 MAXIMUM. IN THIS SITUATION, THE DITCH BACKSLOPE SHALL HAVE CLASS II CHANNEL LINING INSTALLED FOR SLOPE PROTECTION.
13. AS SHOWN IN FIGURE 11, IF USING A 1:1 DITCH BACKSLOPE STILL RESULTS IN THE TOP OF CUT EXTENDING BEYOND THE RIGHT-OF-WAY OR STILL IMPACTS A SENSITIVE OBSTRUCTION, THEN THE PROPOSED EARTH SHOULDER WIDTH MAY BE REDUCED SO THAT THE STEEP DITCH BACKSLOPE CAN BE INSTALLED WITHIN THE RIGHT-OF-WAY AND/OR TO AVOID A SENSITIVE OBSTRUCTION.

KENTUCKY  
DEPARTMENT OF HIGHWAYS

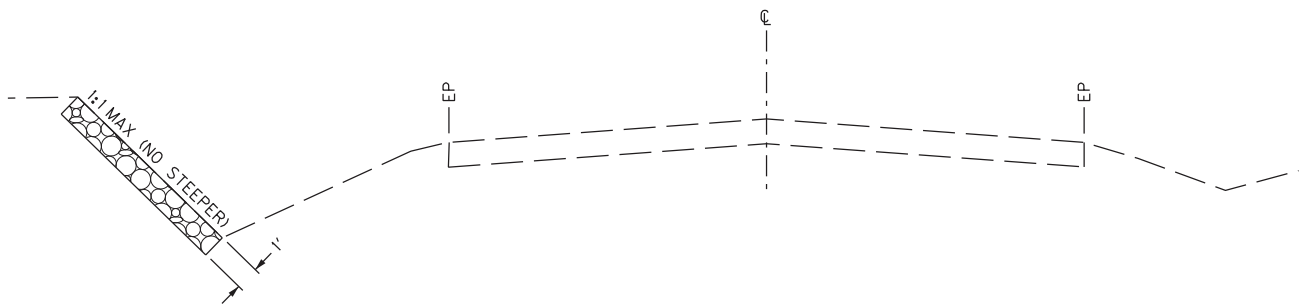
DITCHING & SHOULDERING  
AND EMBANKMENT  
BENCHING DETAILS  
(SHEET 2 OF 2)

NOT TO SCALE

COUNTY OF	ITEM NO.	SHEET NO.



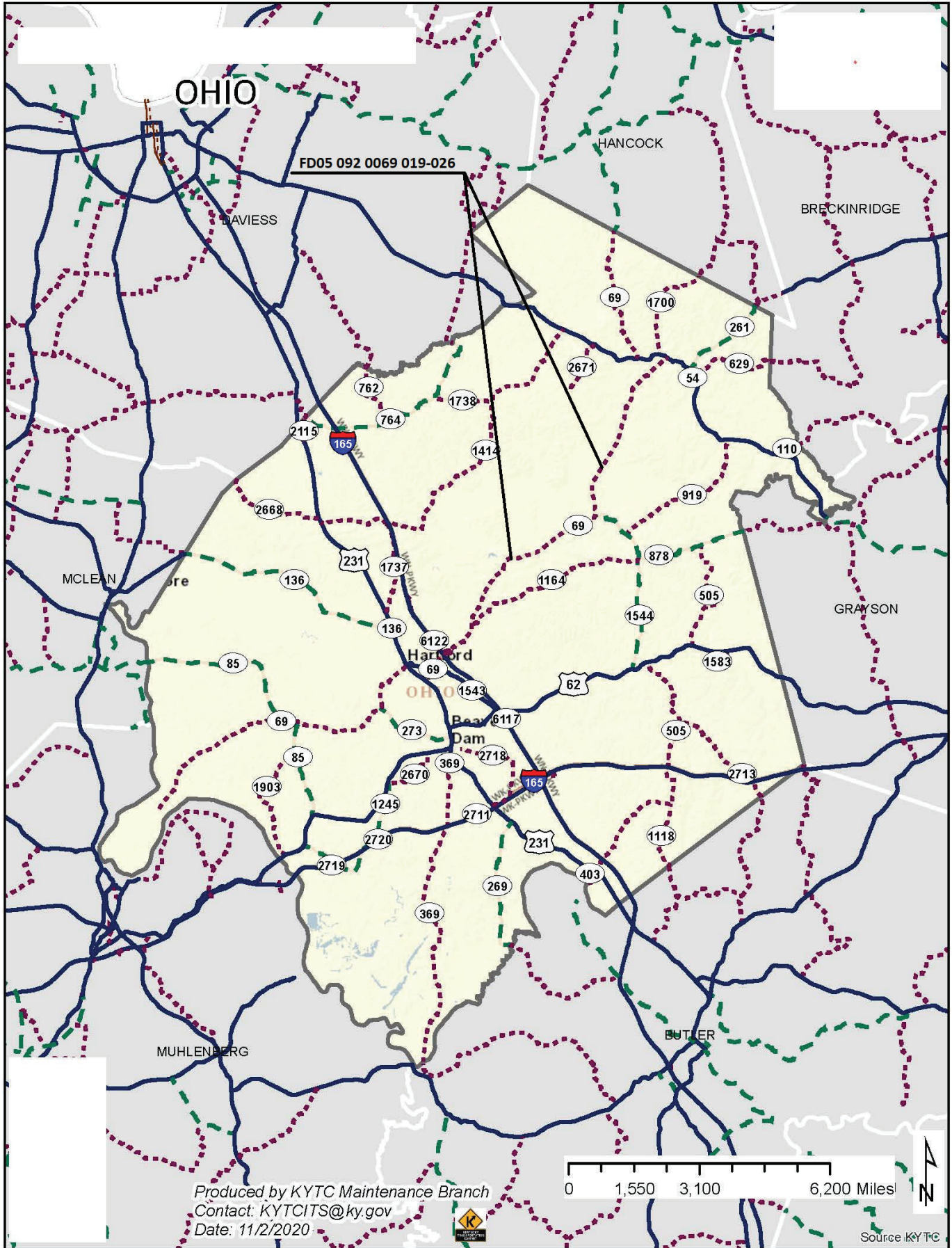
**PROTECTION DETAIL FOR EMBANKMENT FILL SLOPE**



**PROTECTION DETAIL FOR DITCH BACKSLOPE**

NOTES:

1. SEE CHANNEL LINING SUMMARY FOR APPROXIMATE LOCATIONS OF SLOPE PROTECTION.
2. FINAL LOCATIONS TO BE DETERMINED BY THE ENGINEER.
3. EXCAVATION IS INCIDENTAL TO THE PLACEMENT OF THE CHANNEL LINING.



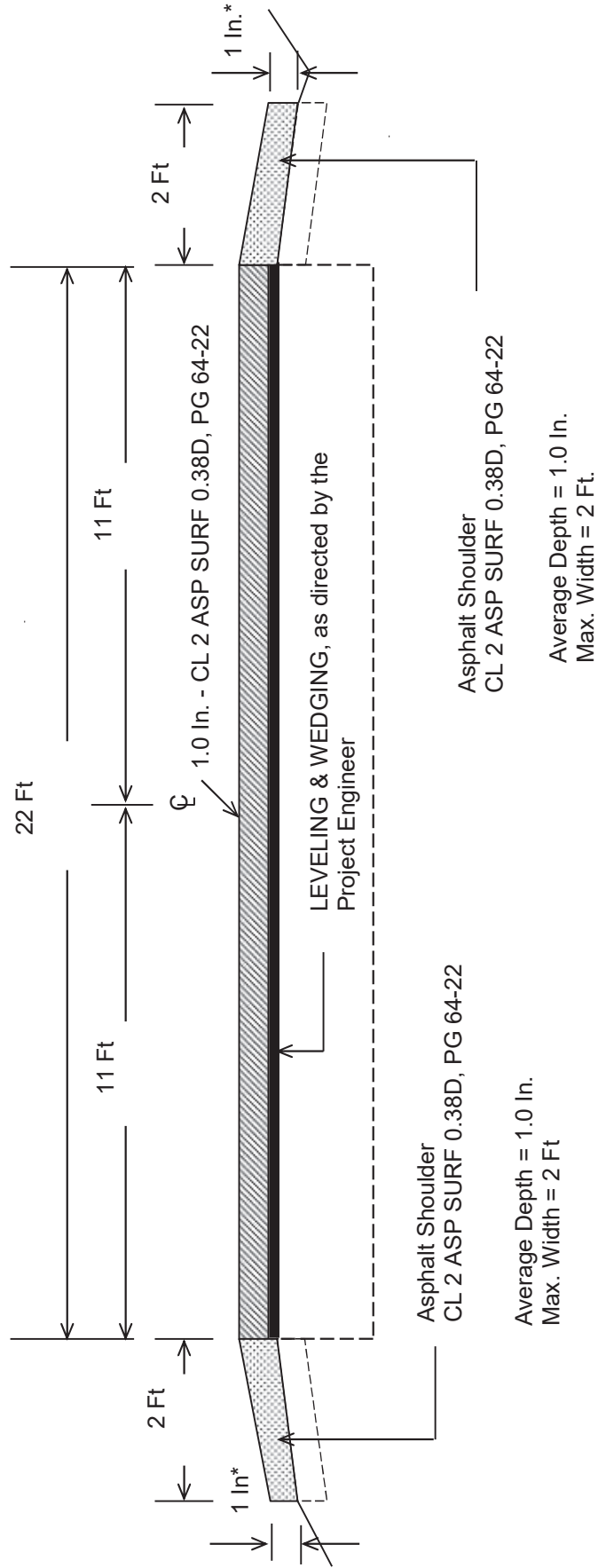
Produced by KYTC Maintenance Branch  
Contact: KYTCITS@ky.gov  
Date: 11/2/2020

0 1,550 3,100 6,200 Miles



Source: KYTC

Ohio County  
TYPICAL SECTION  
FD05 092 0069 019 026  
MP's 19.716 to 25.346



**\*Where Existing Site Conditions Permit: Place 1.0 in DGA one foot wide beyond shoulder**

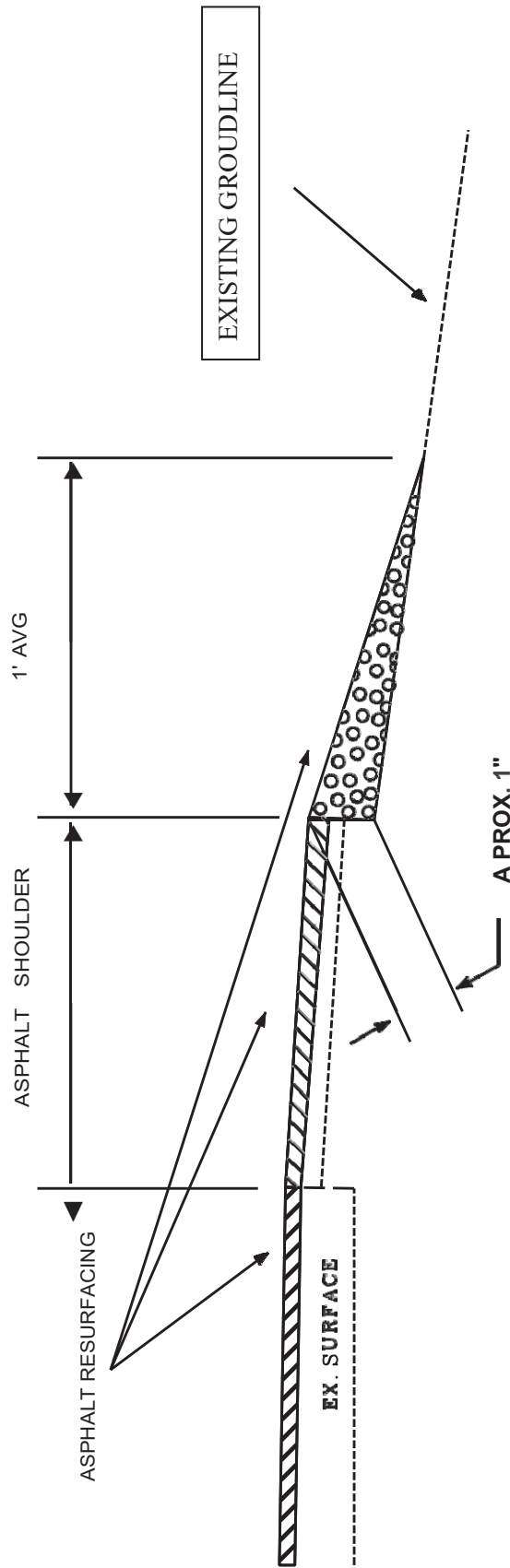






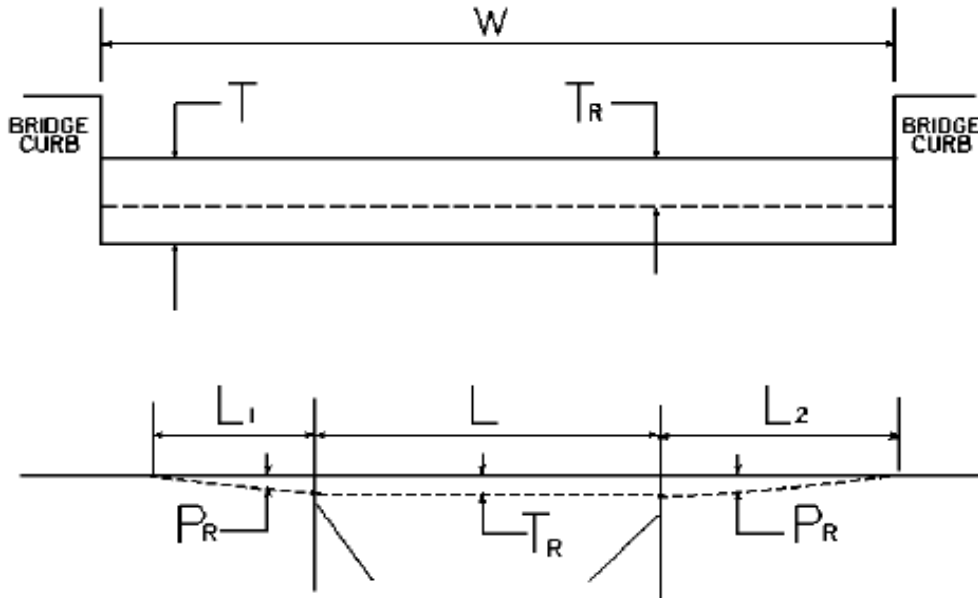
# STONE WEDGE

To be used at the edge of the resurfaced shoulder



**NOTE:** Stone Shoulder Wedge to be used when shoulder drop off is over 1"  
Stone Shoulder Wedge to be used as directed by the engineer on the project

**BRIDGE DETAIL FOR PAVING PROJECT  
FD05 092 0069 019-026**



W = bridge width curb to curb  
 T = thickness of existing asphalt overlay  
 L = length of bridge  
 L<sub>1</sub> & L<sub>2</sub> = length of approach pavement to be removed  
 T<sub>R</sub> = thickness to be removed and replaced on bridge  
 P<sub>R</sub> = thickness to be removed and replaced on pavement  
 Note: L<sub>1</sub> & L<sub>2</sub> lengths shall be determined by using a transition rate of 100 ft/in of thickness

Route	Bridge No.	MP	W (ft)	T (in)	L <sub>1</sub> (ft)	L <sub>2</sub> (ft)	T <sub>R</sub> (in)	L (ft)	P <sub>R</sub> (in)
KY 69	B00011N	21.302	26.000	1.000	0.000	0.000	0.000	34.100	1.000
KY 69	B00017N	21.404	26.000	1.000	0.000	0.000	0.000	34.100	1.000
KY 69	B00012N	21.492	26.000	1.000	100.000	100.000	1.000	53.100	1.000
KY 69	B00013N	23.000	26.000	1.000	0.000	0.000	0.000	25.900	1.000
KY 69	B00018N	23.330	26.000	1.000	0.000	0.000	0.000	32.200	1.000
KY 69	B00014N	23.820	26.000	1.000	0.000	0.000	0.000	34.100	1.000

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

### **SPECIFICATIONS REFERENCE**

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

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

## 2020 STANDARD DRAWINGS THAT APPLY

---

### ROADWAY

#### ~ DRAINAGE ~

#### PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS

CHANNEL LINING CLASS II AND III..... RDD-040-05

#### TYPICAL DRAINAGE INSTALLATIONS

EROSION CONTROL BLANKET SLOPE INSTALLATION..... RDI-040-01

EROSION CONTROL BLANKET CHANNEL INSTALLATION..... RDI-041-01

#### ~ GENERAL ~

#### CURVE WIDENING AND SUPERELEVATION

CURVE WIDENING AND SUPERELEVATION TRANSITIONS..... RGS-001-07

#### MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS ..... RGX-001-06

#### ~ TEMPORARY ~

#### TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAY ..... TTC-100-05

LANE CLOSURE USING TRAFFIC SIGNALS ..... TTC-110-04

SHOULDER CLOSURE ..... TTC-135-03

TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR CONSTRUCTION ZONES ..... TTC-155-02

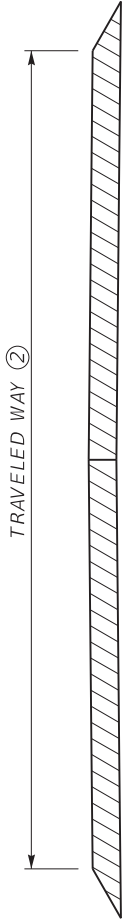
TEMPORARY PAVEMENT MARKER ARRANGEMENTS FOR LANE CLOSURES ..... TTC-160-02

#### DEVICES

DOUBLE FINES ZONE SIGNS ..... TTD-120-03

PAVEMENT CONDITION WARNING SIGNS ..... TTD-125-03

SPEED ZONE SIGNING FOR WORK ZONES ..... TTD-130



TWO LANE ROADWAY  
PAVEMENT CROSS-SECTION

TRAVELED WAY	TYPE OF PAVEMENT STRIPING	NON-STATE PRIMARY ROUTES			STATE PRIMARY ROUTES	
		< 1000 ADT	>= 1000 ADT	ANY ADT	WIDTH	MATERIAL*
< 16'	④	4"	4"	6"	PAINT	THERMO (ASHPALT) TYPE I TAPE (CONCRETE)
16' TO < 20'		4"	4"	6"	PAINT	THERMO (ASHPALT) TYPE I TAPE (CONCRETE)
>=20'	③	4" ⑤	6"	6"	PAINT	THERMO (ASHPALT) TYPE I TAPE (CONCRETE)

\*OTHER DURABLE NON-WATERBORNE MARKINGS MAY BE USED WITH APPROVAL FROM THE DIVISION OF TRAFFIC OPERATIONS.

~ NOTES ~

1. INSTALL PAVEMENT STRIPING ON TWO LANE, TWO WAY ROADWAYS AS DETAILED IN THE ABOVE TABLE AND IN ACCORDANCE WITH THE PAVEMENT MARKINGS AND DELINEATION CHAPTER OF THE TRAFFIC OPERATIONS GUIDANCE MANUAL. CONTACT THE DIVISION OF TRAFFIC OPERATIONS FOR ADDITIONAL GUIDANCE IF NECESSARY.
- ② THE TRAVELED WAY IS THE PORTION OF ROADWAY FOR THE MOVEMENT OF VEHICLES, EXCLUSIVE OF THE SHOULDERS.
- ③ ON TWO LANE, TWO WAY ROADWAYS THAT HAVE A TOTAL PAVEMENT WIDTH (W) THAT IS 20 FT OR GREATER, BUT LESS THAN 22 FT, EDGELINE RUMBLE STRIPS ARE NOT A STANDARD APPLICATION, BUT THEY MAY BE INSTALLED. THE DIVISION OF TRAFFIC OPERATIONS IS AVAILABLE TO ASSIST WITH THE DETERMINATION OF WHETHER OR NOT TO INSTALL EDGELINE RUMBLE STRIPS ON PAVEMENT WIDTHS LESS THAN 22 FT, AS WELL AS THE DIMENSION AND PLACEMENT DETAILS OF THE RUMBLE STRIPS AND PAVEMENT STRIPING.
- ON TWO LANE, TWO WAY ROADWAYS THAT HAVE A TOTAL PAVEMENT WIDTH (W) THAT IS 22 FT OR GREATER, BUT LESS THAN 34 FT, INSTALL PAVEMENT STRIPING AS DETAILED IN THE ABOVE TABLE AND IN CONJUNCTION WITH CENTERLINE AND EDGELINE RUMBLE STRIPS AS DETAILED ON TPR-120.
- ON TWO LANE, TWO WAY ROADWAYS THAT HAVE A TOTAL PAVEMENT WIDTH (W) THAT IS 34 FT OR GREATER, INSTALL PAVEMENT STRIPING AS DETAILED IN THE ABOVE TABLE AND IN CONJUNCTION WITH CENTERLINE AND SHOULDER RUMBLE STRIPS AS DETAILED ON TPR-125.
- ④ EDGELINES MAY BE OMITTED FROM ROADWAYS WITH A TRAVELED WAY WIDTH LESS THAN 16 FEET WITH THE APPROVAL OF THE DIVISION OF TRAFFIC OPERATIONS.
- ⑤ EDGELINES MAY BE OMITTED ON NON-STATE PRIMARY ROUTES WITH A TRAVELED WAY WIDTH GREATER THAN OR EQUAL TO 20 FEET AND AN ADT LESS THAN 1,000.
6. EDGELINES MAY BE OMITTED, BASED ON ENGINEERING JUDGMENT, IN AREAS WHERE THE PAVEMENT EDGE IS DELINEATED BY PHYSICAL OBJECTS SUCH AS CURBS, PARKING SPACES, OR OTHER MARKINGS. EDGELINES SHOULD BE INSTALLED ON ROADWAYS WITH CURB AND GUTTER IF THE POSTED SPEED LIMIT IS 45 MPH OR GREATER.

DRAWING NOT TO SCALE  
USE WITH CUR. STD. DWGS.  
TPR-120 & TPR-125

KENTUCKY  
DEPARTMENT OF HIGHWAYS

PAVEMENT STRIPING  
DETAILS FOR TWO LANE  
TWO WAY ROADWAYS

SUBMITTED: 06-09-21  
DIVISION DIRECTOR: [Signature]  
017

## **PART III**

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



FHWA-1273 -- Revised May 1, 2012

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

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

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

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

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

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

**1. Minimum wages**

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*\*\*\*\*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022



"General Decision Number: KY20220040 06/10/2022

Superseded General Decision Number: KY20210040

State: Kentucky

Construction Type: Highway

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

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

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

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

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

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

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/18/2022
4	02/25/2022
5	05/06/2022
6	06/10/2022

BRIN0004-002 06/01/2021

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

	Rates	Fringes
BRICKLAYER Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 30.50	15.16
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 26.80	12.38
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 29.57	14.75

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BRTN0004-005 06/01/2021

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.75	14.75

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CARP0357-002 04/01/2022

	Rates	Fringes
CARPENTER.....	\$ 30.84	22.15
DIVER.....	\$ 46.64	22.15
PILEDRIVERMAN.....	\$ 31.09	22.15

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ELEC0369-006 05/31/2021

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	18.72

ELEC0429-001 01/01/2020

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 27.72	13.48

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ELEC0816-002 06/01/2021

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,  
HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCrackEN & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.48	26.5%+7.25

Cable spicers receive \$.25 per hour additional.

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ELEC1701-003 06/01/2021

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

	Rates	Fringes
ELECTRICIAN.....	\$ 33.30	28.8%+\$7.25

Cable spicers receive \$.25 per hour additional.

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ELEC1925-002 01/01/2022

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

	Rates	Fringes
CABLE SPLICER.....	\$ 26.85	14.81
ELECTRICIAN.....	\$ 26.35	14.79

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ENGI0181-017 07/01/2021

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;  
Batcher Plant; Bituminous Paver; Bituminous Transfer  
Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All  
Scoop; Carry Deck Crane; Central Compressor Plant; Cherry  
Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);  
Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;  
Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &  
Trenching Machine; Dragline; Dredge Operator; Dredge  
Engineer; Elevating Grader & Loaders; Grade-All; Gurrries;  
Heavy Equipment Robotics Operator/Mechanic; High Lift;  
Hoe-Type Machine; Hoist (Two or More Drums); Hoisting

Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

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\* IRON0070-005 06/01/2022

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

Rates Fringes

IRONWORKER

Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 31.79	24.30

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IRON0103-004 08/01/2021

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION &  
WEBSTER COUNTIES  
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey,  
Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport,  
Monford, Morgantown, Provo, Rochester, South Hill & Welchs  
Creek);  
CALDWELL COUNTY (Northeastern third, including the Township of  
Creswell);  
CHRISTIAN COUNTY (Northern third, including the Townships of  
Apex, Crofton, Kelly, Mannington & Wynns);  
CRITTENDEN COUNTY (Northeastern half, including the Townships  
of Grove, Mattoon, Repton, Shady Grove & Tribune);  
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction,  
Benton, Brennen, Browder, Central City, Cleaton, Depoy,  
Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City,  
Martwick, McNary, Millport, Moorman, Nelson, Paradise,  
Powderly, South Carrollton, Tarina & Weir)

	Rates	Fringes
Ironworkers:.....	\$ 30.00	25.29

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IRON0492-003 05/01/2021

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

	Rates	Fringes
Ironworkers:.....	\$ 30.35	15.36

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IRON0782-006 08/01/2021

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,  
LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES  
CALDWELL COUNTY (Southwestern two-thirds, including the  
Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown,  
Dulaney, Farmersville, Fredonia, McGowan, Otter Pond &  
Princeton);  
CHRISTIAN COUNTY (Western third, Excluding the Townships of  
Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky,  
Herndon, Hopkinsville, Howell, Masonville, Pembroke &  
Thompsonville);  
CRITTENDEN COUNTY (Southwestern half, including the Townships  
of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,  
Sheridan & Told)

	Rates	Fringes
Ironworkers:		

Projects with a total contract cost of		
\$20,000,000.00 or above.....	\$ 30.83	25.52
All Other Work.....	\$ 29.24	23.22

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LAB00189-005 07/01/2021

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

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

LABORER CLASSIFICATIONS

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

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

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

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

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LAB00189-006 07/01/2021

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

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

LABORER CLASSIFICATIONS

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

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

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

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

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LABO0561-001 07/01/2021

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.01	16.60
GROUP 2.....	\$ 24.26	16.60
GROUP 3.....	\$ 24.31	16.60
GROUP 4.....	\$ 24.91	16.60

LABORER CLASSIFICATIONS

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

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

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

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

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PAIN0032-002 09/01/2020

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 35.01	17.93
All Other Work.....	\$ 32.71	17.93

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

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PAIN0118-003 06/01/2014

EDMONSON COUNTY:

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

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PAIN0156-006 04/01/2022

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

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 28.45	18.98
GROUP 3.....	\$ 29.45	18.98
GROUP 4.....	\$ 30.70	18.98
ALL OTHER WORK:		
GROUP 1.....	\$ 27.30	18.98
GROUP 2.....	\$ 27.55	18.98
GROUP 3.....	\$ 28.30	18.98
GROUP 4.....	\$ 29.55	18.98

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal  
 Tar Epoxy

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 PAIN0500-002 06/01/2020

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

	Rates	Fringes
Painters:		
Bridges.....	\$ 27.75	15.10
All Other Work.....	\$ 21.50	15.10

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

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 PLUM0184-002 07/01/2021

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

	Rates	Fringes
Plumber; Steamfitter.....	\$ 37.16	19.03

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 PLUM0502-004 08/01/2021

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.07	20.78
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PLUM0633-002 07/01/2021		

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.17	19.30
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TEAM0089-003 04/01/2020		

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

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 20.82	23.49
Group 2.....	\$ 21.00	23.49
Group 3.....	\$ 21.08	23.49
Group 4.....	\$ 21.10	23.49

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

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

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TEAM0215-003 04/01/2020		
DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES		

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 22.45	23.49
Group 2.....	\$ 22.68	23.49
Group 3.....	\$ 22.75	23.49
Group 4.....	\$ 22.76	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

Dump; Driver of Distributors; Mixer All Types

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

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TEAM0236-001 04/01/2020

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 20.82	23.49
Group 2.....	\$ 21.00	23.49
Group 3.....	\$ 21.00	23.49
Group 4.....	\$ 21.00	23.49
Group 5.....	\$ 21.08	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

GROUP 5: Mixer All Types

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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

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WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

Washington, DC 20210

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

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END OF GENERAL DECISIO"

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

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

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

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

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

**TO: EMPLOYERS/EMPLOYEES**

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
3.5%	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 Ohio County.



**PART IV**  
**INSURANCE**

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

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

## PROPOSAL BID ITEMS

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## Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	951.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	23.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	3.00	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	984.00	TON		\$	
0050	00301		CL2 ASPH SURF 0.38D PG64-22	5,150.00	TON		\$	
0060	02562		TEMPORARY SIGNS	390.00	SQFT		\$	
0070	02650		MAINTAIN & CONTROL TRAFFIC (FD05)	1.00	LS		\$	
0080	02676		MOBILIZATION FOR MILL & TEXT (FD05)	1.00	LS		\$	
0090	02676		MOBILIZATION FOR MILL & TEXT (OHIO KY 69 HSIP)	1.00	LS		\$	
0100	02677		ASPHALT PAVE MILLING & TEXTURING	270.00	TON		\$	
0110	02697		EDGE LINE RUMBLE STRIPS	54,152.00	LF		\$	
0120	03240		BASE FAILURE REPAIR	535.00	SQYD		\$	
0130	06510		PAVE STRIPING-TEMP PAINT-4 IN	59,452.00	LF		\$	
0140	06515		PAVE STRIPING-PERM PAINT-6 IN	118,904.00	LF		\$	
0150	10020NS		FUEL ADJUSTMENT	10,159.00	DOLL	\$1.00	\$	\$10,159.00
0160	10030NS		ASPHALT ADJUSTMENT	24,853.00	DOLL	\$1.00	\$	\$24,853.00
0170	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	40.50	TON		\$	

## Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0180	02200		ROADWAY EXCAVATION	102.00	CUYD		\$	
0190	02483		CHANNEL LINING CLASS II	1,015.00	TON		\$	
0200	02575		DITCHING AND SHOULDERING	4,115.00	LF		\$	
0210	02650		MAINTAIN & CONTROL TRAFFIC (OHIO KY 69 HSIP)	1.00	LS		\$	
0220	02701		TEMP SILT FENCE	1,300.00	LF		\$	
0230	02703		SILT TRAP TYPE A	2.00	EACH		\$	
0240	02704		SILT TRAP TYPE B	2.00	EACH		\$	
0250	02705		SILT TRAP TYPE C	2.00	EACH		\$	
0260	02706		CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0270	02707		CLEAN SILT TRAP TYPE B	2.00	EACH		\$	
0280	02708		CLEAN SILT TRAP TYPE C	2.00	EACH		\$	
0290	02726		STAKING (OHIO KY 69 HSIP)	1.00	LS		\$	
0300	05950		EROSION CONTROL BLANKET	650.00	SQYD		\$	
0310	05952		TEMP MULCH	2,000.00	SQYD		\$	
0320	05953		TEMP SEEDING AND PROTECTION	1,500.00	SQYD		\$	
0330	05963		INITIAL FERTILIZER	.25	TON		\$	
0340	05964		MAINTENANCE FERTILIZER	.15	TON		\$	
0350	05985		SEEDING AND PROTECTION	1,500.00	SQYD		\$	

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### PROPOSAL BID ITEMS

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#### Section: 0003 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0360	02569		DEMOBILIZATION	1.00	LS		\$	