



CALL NO. 100

CONTRACT ID. 191226

CHRISTIAN COUNTY

FED/STATE PROJECT NUMBER NHPP 0411 (030)

DESCRIPTION EDWARD T. BREATHITT PENNYRILE PARKWAY (EB 9004)

WORK TYPE ASPHALT REHAB INTERSTATE/PARKWAY

PRIMARY COMPLETION DATE 10/15/2019

LETTING DATE: July 26,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 26,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 7%

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 - 191226
NHPP 0411 (030)
COUNTY - CHRISTIAN
PCN - DE02490041926
NHPP 0411 (030)

EDWARD T. BREATHITT PENNYRILE PARKWAY (EB 9004) (MP 12.053) ADDRESS CONDITION OF EDWARD T. BREATHITT PENNYRILE PARKWAY, BOTH DIRECTIONS (MP 16.239), A DISTANCE OF 04.19 MILES.ASPHALT REHAB INTERSTATE/PARKWAY SYP NO. 02-20006.00.
GEOGRAPHIC COORDINATES LATITUDE 36:55:57.00 LONGITUDE 87:28:12.00

COMPLETION DATE(S):
COMPLETED BY 10/15/2019 APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

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 Capacity Rating 102.10 Delivery of Proposals
102.8 Irregular Proposals 102.14 Disqualification of Bidders
102.9 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. **These documents must be submitted within 10 days of being paid by the Cabinet.**

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

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

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

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Byne and the telephone number is (502) 564-3601.

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

DEFAULT OR DECERTIFICATION OF THE DBE

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

1/27/2017

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.

EXPEDITE PROJECT WORK ORDER

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to “hand carry” all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement
200 Mero St.
Frankfort, KY 40602

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.

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.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

The Department will apply Pavement Rideability Requirements on this project in accordance with Section 410, Category A.

OPTION A

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

CHRISTIAN COUNTY

E. T. BREATHITT PARKWAY (EB-9004)

MP 12.053 to MP 16.239

Construction Numbers

NHPP 0411 (030)

FD52 024 9004 012-017

Item Number: 2-20006.00

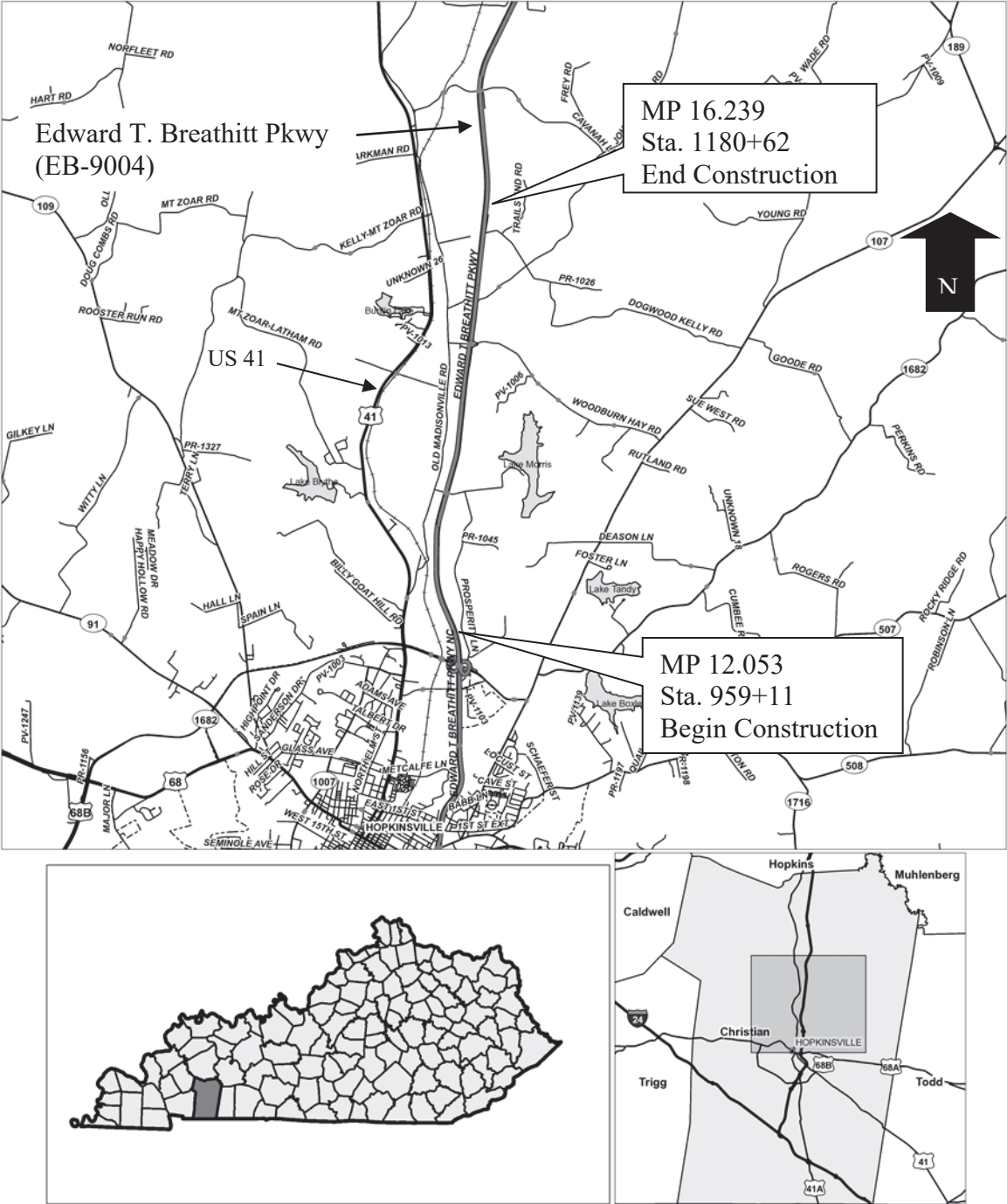
**Prepared For The
Kentucky Transportation Cabinet**



Prepared By

DLZ WMB

**1950 Haggard Court
Lexington, Kentucky 40505
Ph. 859-299-5226**



Not to Scale

Item Number:2-20006.00

Construction Numbers:NHPP 0411 (030) & FD52 024 9004 012-017

Letting Date:June 21, 2019

Recommended By:ANDRE JOHANNESProject ManagerDate:

Plan Approved By:State Highway EngineerDate:

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REFERENCES

1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2019
2. FHWA Manual on Uniform Traffic Control Devices (MUTCD) – 2009 Edition w/Revisions
3. Kentucky Department of Highways Standard Drawings, 2016 edition, as applicable:
 - RBI-002-07 Typical Guardrail Installations
 - RBI-003-09 Typical Installation For Guardrail End Treatment Type 2A
 - RBI-005-08 Guardrail Installation At Bridge Columns
 - RBI-006-07 Guardrail Installation At Sign Supports
 - RBR-005-11 Guardrail Components
 - RBR-010-06 Guardrail Terminal Sections
 - RDB-100-05 Sloped Box Outlet Type 1
 - RDD-040-05 Channel Lining Class II And III
 - RDH-020-03 Sloped & Flared Headwalls For 12” To 27” Pipe
 - RDI-001-10 Culvert, Entrance & Storm Sewer Pipe Types & Cover Heights
 - RDI-020-09 Pipe Bedding For Culverts, Entrance And Storm Sewer Pipe
 - RDI-021-01 Pipe Bedding For Culverts, Entrance And Storm Sewer Reinforced Conc. Pipe
 - RDI-025-05 Pipe Bedding Trench Condition
 - RDI-026-01 Pipe Bedding Trench Condition Reinforced Conc. Pipe
 - RDI-035-02 Coatings, Linings And Pavings For Non-Structural Place Pipe
 - RDI-040-01 Erosion Control Blanket Slope Installation
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 - RDP-001-06 Perforated Pipe Type And Cover Heights
 - RDP-010-09 Perforated Pipe Headwalls
 - RPM-001-04 Permanent U-Turn Opening
 - TPM-105-03 Pavement Marker Arrangements Multi-Lane Roadways
 - TPM-170 Flexible Delineator Post Arrangements For Horizontal Curves
 - TTC-115-03 Lane Closure Multi-Lane Highway Case I
 - TTC-135-02 Shoulder Closure
 - TTD-120-02 Work Zone Speed Limit And Double Fine Signs
 - TTD-125-02 Pavement Condition Warning Signs
 - TTS-110-02 Mobile Operation for Paint Striping Case III
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4. Kentucky Department of Highways Sepias, as applicable:

- Drawing No. 001 Treatment Of Open Sinkholes
- Drawing No. 008 Rumble Strip Details Multi-Lane Roadways And Ramps
- Drawing No. 024 Typical Guardrail Installations
- Drawing No. 025 Installation Of Guardrail End Treatment Type 1
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- Drawing No. 032 Delineators For Guardrail
- Drawing No. 033 Guardrail System Transition
- Drawing No. 038 Guardrail End Treatment Type 2A

CONDITION NO. 1: SOIL EMBANKMENT OVER DEEP OVERBURDEN WITH OPEN SINKHOLES

SEE DETAIL "1 A"

MAINTAIN POSITIVE DRAINAGE

ORIGINAL GROUND LINE

TYPE IV GEOTEXTILE FABRIC

SOIL OVERBURDEN > 15'

CLAY SOIL CAP

GRANULAR EMBANKMENT

SOIL EMBANKMENT

ROCK LINE

EXIST. SOIL

CLAY SOIL CAP (2' MIN.)

TYPE IV GEOTEXTILE FABRIC

GRANULAR EMB.

DETAIL "1 A"

PROCEDURE:
a. REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
b. LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
c. REFILL WITH GRANULAR EMBANKMENT.
d. PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMBANKMENT.
e. REFILL WITH (2' MINIMUM) CLAY SOIL CAP.

CONDITION NO. 2: SOIL EMBANKMENT OVER SHALLOW OVERBURDEN WITH SINKHOLE OPENING IN ROCK

SEE ALTERNATE NO. 2A & NO. 2B DRAINAGE

ORIGINAL GROUND LINE

SOIL OVERBURDEN < 15'

TYPE IV GEOTEXTILE FABRIC

ROCK LINE

SOIL EMB.

CLAY SOIL CAP (2' MIN.)

GRANULAR EMB.

ROCK EXIST. EMB.

SOIL LINE

1' REINFORCED CONCRETE CAP

SOIL EMB.

EXIST. SOIL

ROCK LINE (CONC. CAP)

ALTERNATE NO. 2B

PROCEDURE FOR ALTERNATE NO. 2A
a. REMOVE DEBRIS AND SOIL OVERBURDEN.
b. REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
c. PLACE TYPE IV GEOTEXTILE FABRIC ON TOP OF GRANULAR EMB. OVERLAPPING ORIG. GROUND LINE.
d. REFILL WITH (2' MIN.) CLAY SOIL CAP.

PROCEDURE FOR ALTERNATE NO. 2B
a. REMOVE DEBRIS AND SOIL OVERBURDEN.
b. REFILL OPENING WITH GRANULAR EMBANKMENT TO 1' MIN. BELOW ROCK LINE.
c. CONST. 1' REINFORCED CONC. CAP. CAP SHOULD BE INTERLOCKED WITH ROCK FOR SUPPORT.

CONDIT. NO. 3: ROCK EMB. OVER DEEP OVERBURDEN WITH OPEN SINKHOLES

ORIGINAL GROUND LINE

TYPE IV GEOTEXTILE FABRIC

SOIL OVERBURDEN > 15'

ROCK EMBANKMENT

ROCK LINE

GRANULAR EMB.

PROCEDURE:
a. REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
b. LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
c. REFILL OPENING WITH GRANULAR EMBANKMENT. TO TOP OF DEPRESSION.

CONDITION NO. 6: CUT SECTIONS WITH SINKHOLE OPENINGS IN SOIL

ORIGINAL GROUND LINE

SOIL OVERBURDEN WITH LIMESTONE BOULDERS

SEE ALTN. 6A

SEE ALTN. 6B

TYPE IV GEOTEXTILE FABRIC

SOIL SUBGRADE

ROCK LINE

SOIL OVERBURDEN < 15'

SINKHOLE EXCAVATION SLOPE

CLAY SOIL CAP (2' MIN.)

TYPE IV GEOTEXTILE FABRIC

GRANULAR EMB.

ALTN. 6A

ALTN. 6B

ALTERNATE NO. 6A SOIL OVERBURDEN GREATER THAN 15'
a. REMOVE DEBRIS. DO NOT EXCAVATE SOIL OVERBURDEN.
b. LINE OPENING WITH TYPE IV GEOTEXTILE FABRIC.
c. REFILL WITH GRANULAR EMB.
d. PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT OVERLAPPING ORIG. GROUND LINE.
e. REFILL WITH (2' MIN.) CLAY SOIL CAP. IF ROCK SUBGRADE IS USED OMIT SOIL CAP AND FABRIC UNDERLYING SOIL CAP.

ALTERNATE NO. 6B SOIL OVERBURDEN LESS THAN 15'
a. REMOVE DEBRIS AND SOIL OVERBURDEN.
b. REFILL OPENING WITH GRANULAR EMBANKMENT TO 2' MIN. BELOW ROCK LINE.
c. PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMB. OVERLAPPING ORIG. GROUND LINE.
d. REFILL WITH (2' MIN.) CLAY SOIL CAP. IF CONCRETE CAP IS USED THE FABRIC SHALL BE OMITTED AND CAP SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN COND. NO. 2
ALTERNATE NO. 2B.

CONDITION NO. 4: ROCK EMBANKMENT OVER SHALLOW OVERBURDEN WITH SINKHOLE OPENINGS IN ROCK

ORIGINAL GROUND LINE

ROCK LINE

SOIL OVERBURDEN < 15'

SOIL OVERBURDEN < 15'

ROCK EMB.

EXIST. SOIL

ROCK EMB.

GRANULAR EMBANKMENT

1' REINFORCED CONCRETE CAP

EXIST. SOIL

ROCK LINE

ALTERNATE NO. 4A

ALTERNATE NO. 4B

PROCEDURE FOR ALTERNATE NO. 4A
a. REMOVE DEBRIS AND SOIL OVERBURDEN.
b. REFILL OPENING TO ROCK LINE WITH GRANULAR EMBANKMENT.

PROCEDURE FOR ALTERNATE NO. 4B
a. REMOVE DEBRIS AND SOIL OVERBURDEN.
b. REFILL OPENING WITH GRANULAR EMBANKMENT TO 1' MIN. BELOW ROCK LINE.
c. CONST. 1' REINFORCED CONC. CAP. CAP SHOULD BE INTERLOCKED WITH ROCK FOR SUPPORT.

CONDITION NO. 5: CUT SECTIONS WITH SINKHOLE OPENINGS IN ROCK

EXIST. SOIL

ROCK LINE

ROCK ROADBED

TYPE IV GEOTEXTILE FABRIC

GRANULAR EMB.

CLAY SOIL CAP (2' MIN.)

SOIL SUBGRADE

SEE ALTN. 5A OR 5B

SEE ALTN. 5A OR 5B

ALTERNATE NO. 5A

ALTERNATE NO. 5B

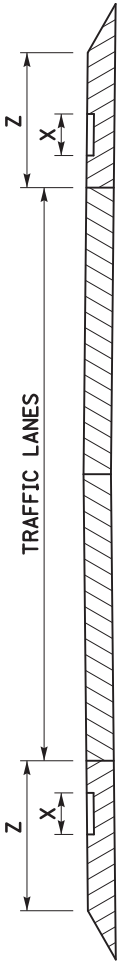
PROCEDURE FOR ALTERNATE NO. 5A
a. REFILL OPENING WITH GRANULAR EMBANKMENT. IF CONCRETE CAP IS USED IT SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN CONDITION NO. 2 ALTERNATE NO. 2B.

PROCEDURE FOR ALTERNATE NO. 5B
a. REFILL OPENING WITH GRANULAR EMBANKMENT. TO 2' MINIMUM BELOW SOIL SUBGRADE.
b. PLACE TYPE IV GEOTEXTILE FABRIC OVER GRANULAR EMBANKMENT.
c. REFILL WITH (2' MIN.) CLAY SOIL CAP. IF CONCRETE CAP IS USED THE FABRIC SHALL BE OMITTED AND CAP SHALL BE INTERLOCKED WITH THE BEDROCK FOR SUPPORT AS DETAILED IN COND. NO. 2 ALTERNATE NO. 2B.

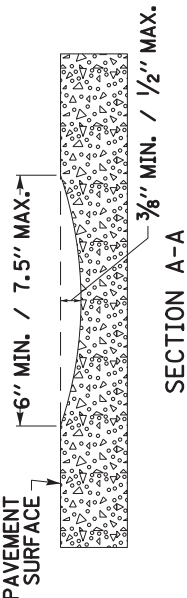
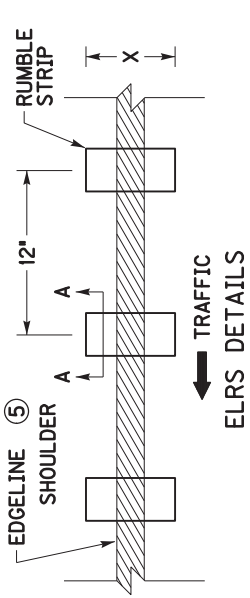
DEPARTMENT OF HIGHWAYS	KENTUCKY
TREATMENT OF	OPEN SINKHOLES
SUBMITTED	12-1-99
DATE	
TERMINAL DIVISION OF HIGHWAY DESIGN	



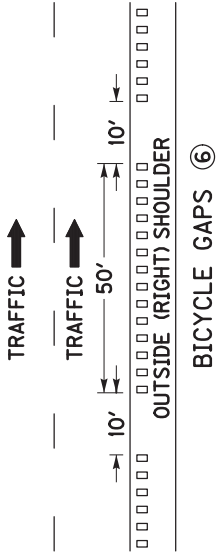
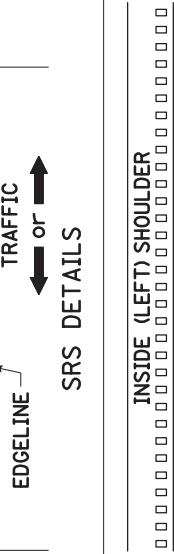
PAVEMENT CROSS-SECTION
(WHEN ELRS ARE SPECIFIED)



PAVEMENT CROSS-SECTION
(WHEN SRS ARE SPECIFIED)



SHOULDER WIDTH (Z) ②	RUMBLE TYPE ①	RUMBLE LENGTH (X) ③	OFFSET ③
>1'	ELRS	8"	N/A
2'	ELRS or SRS	8"	ELRS-N/A SRS-6"
3'	ELRS or SRS	8"	ELRS-N/A SRS-6"
4'	ELRS or SRS	8"	ELRS-N/A SRS-6"
5'	SRS ⑥	8"	6"
6'	SRS ⑥	8"	6"
7'	SRS ⑥	12"	12"
>=8'	SRS ⑥	16"	12"



~ NOTES ~

- ① FOR MULTI-LANE ROADWAYS, THE RUMBLE TYPE TO BE INSTALLED IS BASED ON SHOULDER WIDTH (Z). FOR SHOULDER WIDTHS OF 2', 3', AND 4' THE RUMBLE TYPE MAY BE SPECIFIED AS EITHER EDGE LINE RUMBLE STRIPS (ELRS) OR SHOULDER RUMBLE STRIPS (SRS). IN THESE SITUATIONS, THE RUMBLE TYPE TO BE INSTALLED WILL BE SPECIFIED IN THE PLANS, PROPOSAL, AND/OR BID ITEMS, OR AS DIRECTED BY THE ENGINEER.
- ② WHEN ELRS ARE SPECIFIED, SHOULDER WIDTH (Z) IS FROM LANE SIDE EDGE OF RUMBLE STRIP TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT. WHEN SRS ARE SPECIFIED, SHOULDER WIDTH (Z) IS FROM CENTER OF EDGE LINE STRIPE TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- ③ RUMBLE LENGTH (X) AND/OR OFFSET DISTANCE MAY BE MODIFIED AS THE ENGINEER DIRECTS, IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE COMBINED WIDTH OF THE PROPOSED RUMBLE LENGTH (X) AND OFFSET DISTANCE.
4. DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE.
- ⑤ WHEN ELRS ARE SPECIFIED, THE EDGE LINE MARKING SHALL BE PLACED IN THE CENTER OF THE RUMBLE STRIP.
- ⑥ SHOULDER RUMBLE STRIPS (SRS) ALONG OUTSIDE (RIGHT) SHOULDERS THAT ARE 5' OR WIDER SHOULD INCLUDE BICYCLE GAPS AS DETAILED. BICYCLE GAPS ARE NOT REQUIRED ON INSIDE (LEFT) SHOULDERS. BICYCLE GAPS SHALL NOT BE USED ON INTERSTATES AND PARKWAYS.
7. RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS, OR WHEN THE SHOULDER WIDTH IS LESS THAN 1 FT.

DRAWING NOT TO SCALE

USE WITH SEPIA 005

KENTUCKY
DEPARTMENT OF HIGHWAYS

RUMBLE STRIP DETAILS
MULTI-LANE ROADWAYS
AND RAMPS

SUBMITTED *B. [Signature]* 11-23-16
DATE

008

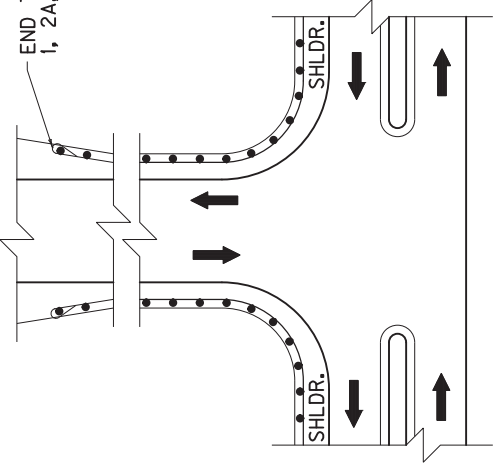
BID ITEMS AND UNIT TO BID
SHOULDER RUMBLE STRIPS
EDGE LINE RUMBLE STRIPS
LF
LF



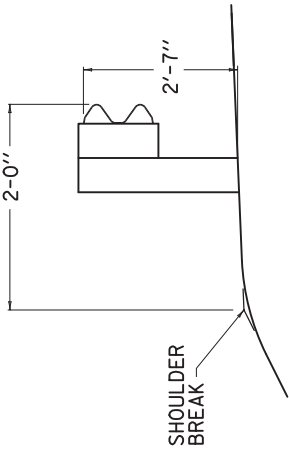
END TREATMENT (TYPES
1, 2A, 3, 4A, OR 7 AS REQUIRED)

~ NOTES ~

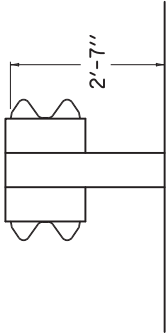
- 1. FOR END TREATMENT TYPE 4A USE CUR. STD. DWG. RBR-035 FOR OFFSETS.
- 2. THE MINIMUM LENGTH OF GUARDRAIL, INCLUDING THE END TREATMENT, PRECEDING A FIXED OBJECT IS 200 FEET: (LENGTH MAY BE REDUCED SHOULD FIELD CONDITIONS WARRANT).



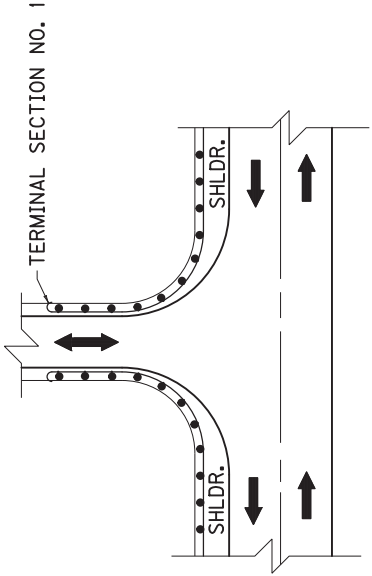
APPROACH ROADS



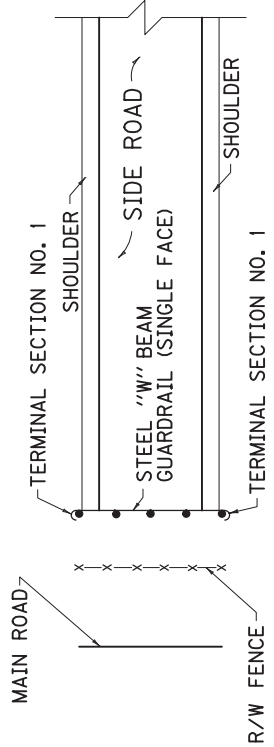
NORMAL GUARDRAIL INSTALLATION



TYPICAL DOUBLE FACE
GUARDRAIL INSTALLATION



ENTRANCES



GUARDRAIL USED AS A BARRICADE

USE WITH CUR. STD. DWG.
RBI-002, RBR-035

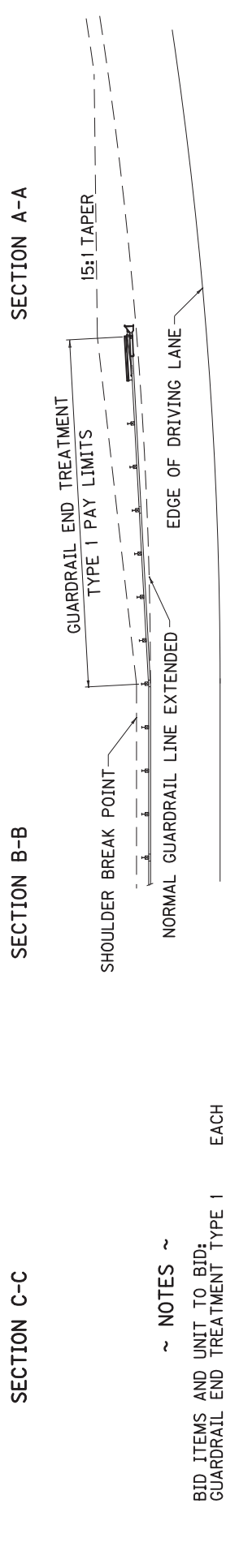
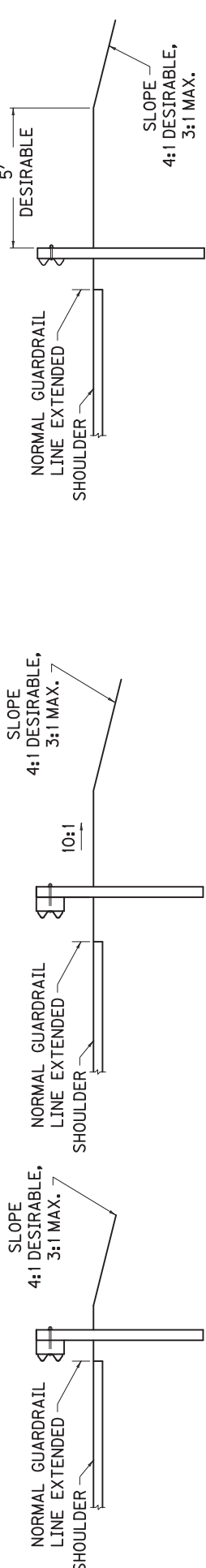
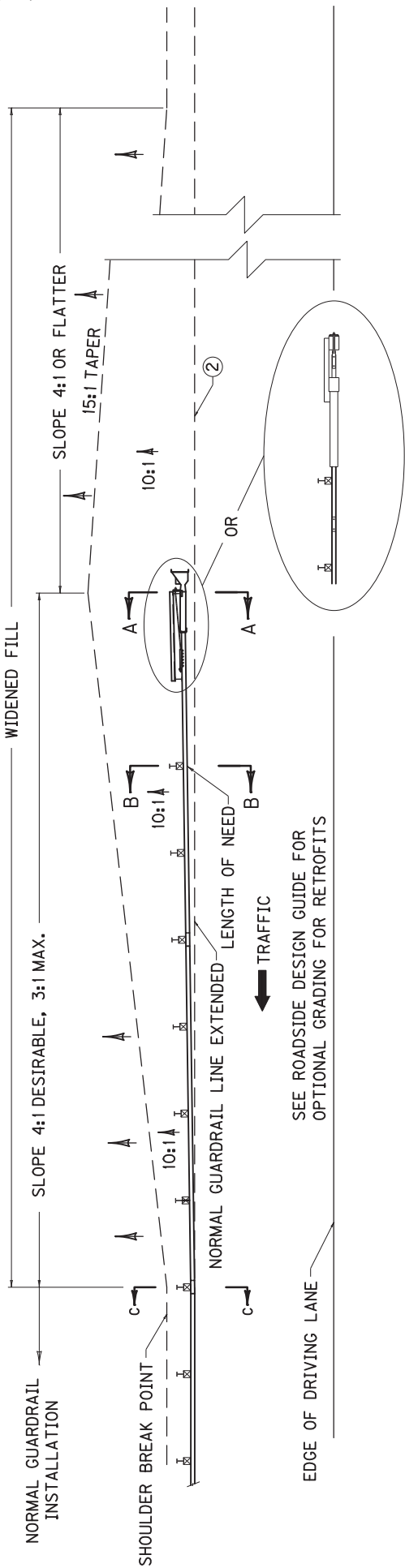
KENTUCKY

DEPARTMENT OF HIGHWAYS

TYPICAL GUARDRAIL
INSTALLATIONS

SUBMITTED *William J. Gabel* 11-17-17
DIRECTOR DIVISION OF DESIGN DATE

024



USE WITH CUR. STD. DWG. RBR-020

KENTUCKY

DEPARTMENT OF HIGHWAYS

INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1

SUBMITTED: *Michael J. Shuler* 11-17-17 DATE
DIRECTOR DIVISION OF DESIGN

025

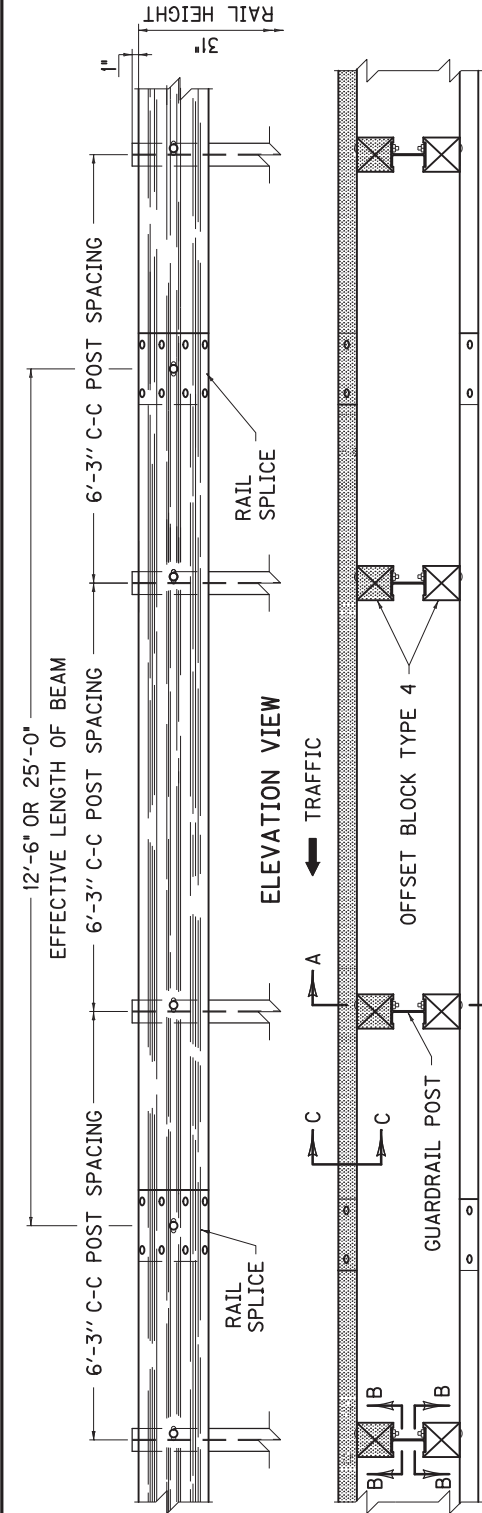
GUARDRAIL END TREATMENT TYPE 1
INSTALLED ON A CURVE ③

1. THE MINIMUM LENGTH OF GUARDRAIL, INCLUDING THE END TREATMENT, PRECEDING A FIXED OBJECT IS 200 FEET (LENGTH MAY BE REDUCED SHOULD FIELD CONDITIONS WARRANT).

2. GUARDRAIL EXTRUDER EDGE CLOSEST TO TRAFFIC SHALL BE PLACED ON NORMAL GUARDRAIL LINE EXTENDED.

3. END TREATMENT TYPE 1 MAY BE ATTACHED TO CURVED GUARDRAIL PROVIDED CURVE IS A 550' RADIUS OR MORE. END TREATMENT TYPE 1 SHALL BE INSTALLED ON A STRAIGHT LINE TAPER WITHIN THE PAY LIMITS.

4. INTENDED USE: FILLS WITH ADEQUATE VEHICLE RECOVERY ZONE BEHIND GUARDRAIL.



TRAFFIC

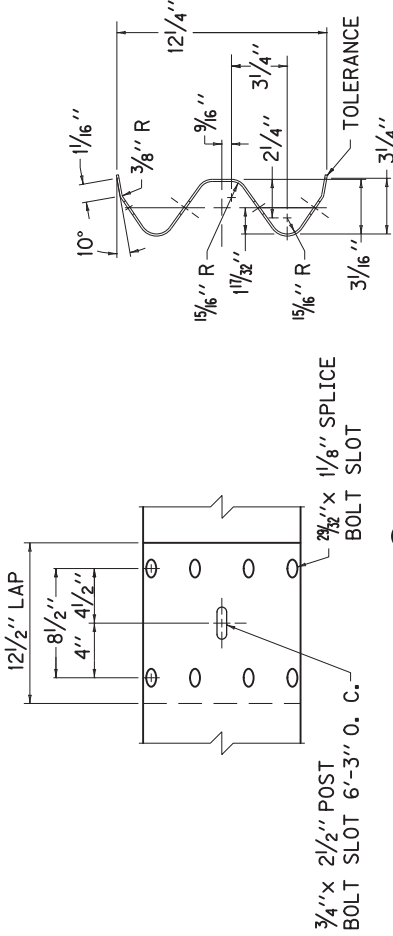
TRAFFIC

PLAN VIEW
(DOUBLE FACE RAIL OR SINGLE FACE RAIL)

NOTES ~

BID ITEM AND UNIT TO BID
GUARDRAIL-STEEL W BEAM-S FACE LF
OR
GUARDRAIL-STEEL W BEAM-D FACE LF

- DIMENSIONAL TOLERANCES NOT SHOWN OR IMPLIED ARE INTENDED TO BE THOSE CONSISTENT WITH THE PROPER FUNCTIONING OF THE PART, INCLUDING ITS APPEARANCE AND ACCEPTED MANUFACTURING PRACTICES.
- THE RAIL ELEMENT SHALL COMPLY WITH AASHTO M-180 -CLASS A, TYPE II.
- ALL LAPS SHALL BE PLACED IN THE DIRECTION OF TRAFFIC FLOW.
- TOLERANCE + 1/4", -1/4"
- 8-5/8"x 1/4" LONG BUTTON HEAD BOLTS AND HEX HEAD RECESS NUTS REQUIRED FOR EACH RAIL SPLICE.
- LENGTH EQUALS POST AND BLOCK WIDTH PLUS 2" FOR BOLT OR 2 1/4" FOR THREADED ROD.
- GALVANIZED STEEL 10d COMMON COATED NAIL (DRIVE NAIL AT THE TOP OR BOTTOM CENTER OF BLOCK AND POST AFTER BOLT IS INSTALLED).
- 5/8"x 6" STEEL THREADED ROD AND TWO (2) HEX HEAD NUTS OR 5/8"x 6" BUTTON OR HEX HEAD BOLT AND HEX HEAD NUT.
- 5/8"x 8" BUTTON HEAD BOLT, HEX HEAD RECESS NUT AND ONE 5/8" ROUND WASHER (TYP.). BOLT SHALL HAVE A MINIMUM THREAD LENGTH OF 2".
- REQUIRED FOR DOUBLE RAIL
- BOTH 12'-6" AND 25' LENGTHS OF "W" BEAM GUARDRAIL SECTIONS WILL BE PERMITTED UNLESS OTHERWISE DIRECTED BY THE ENGINEER.



RAIL SPLICE 5

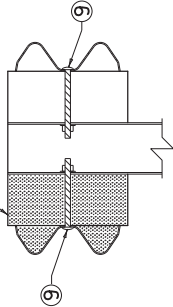
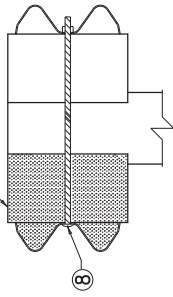
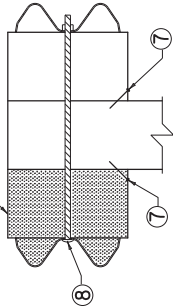
SECTION B-B

SECTION C-C
(RAIL CORRUGATED SHEET STEEL BEAM)

OFFSET BLOCK TYPE 3

OFFSET BLOCK TYPE 3

OFFSET BLOCK TYPE 4

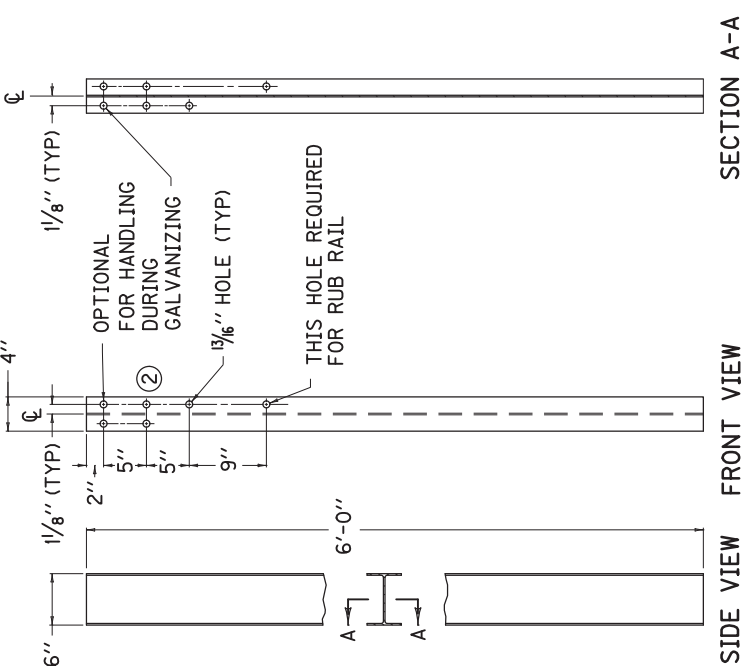


SECTION A-A
DOUBLE FACE RAIL WITH
TIMBER POST

SECTION A-A
DOUBLE FACE RAIL WITH
ROUND TIMBER POST

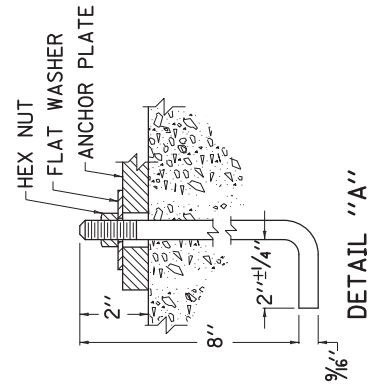
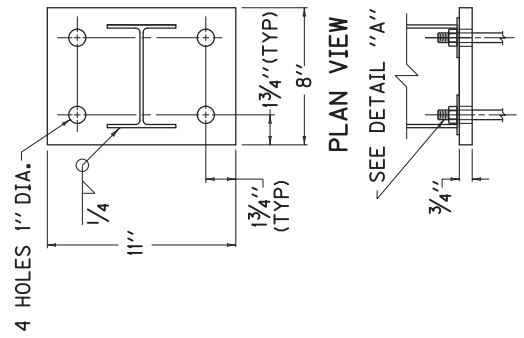
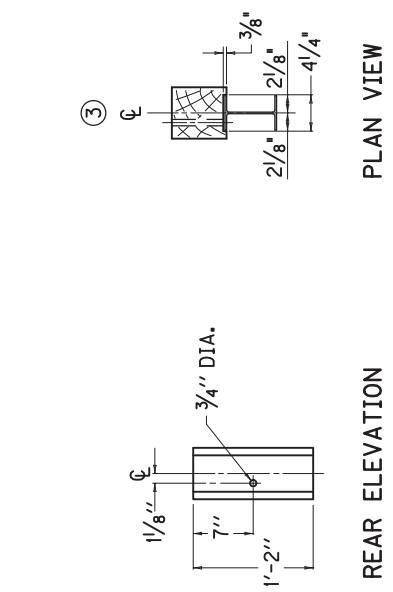
SECTION A-A
DOUBLE FACE RAIL WITH
STEEL POST (W6x9)
(TIMBER OR APPROVED
COMPOSITE OFFSET BLOCK)

KENTUCKY
DEPARTMENT OF HIGHWAYS
STEEL BEAM GUARDRAIL ("W" BEAM)
SUBMITTED <i>William J. Shuler</i> 11-17-17 DIRECTOR DIVISION OF DESIGN DATE
027

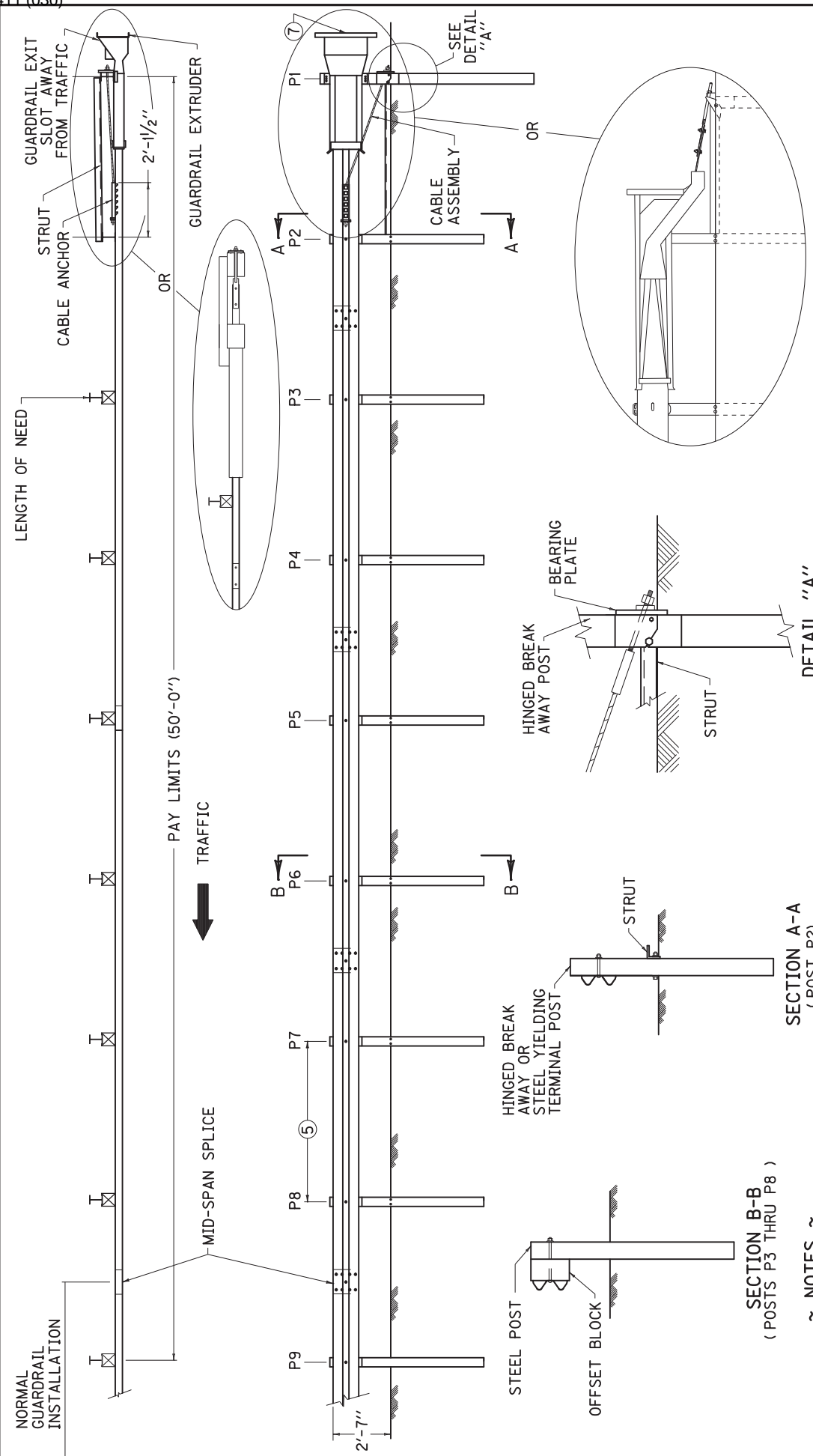


~ W6 X 9.0 STEEL POST ① ~

- ~ NOTES ~
- ① W6 X 8.5 IS AN ACCEPTABLE ALTERNATE.
 - ② THESE HOLES ARE REQUIRED FOR ATTACHING RAIL.
 - ③ TIMBER OR COMPOSITE BLOCKOUTS MAY BE USED WITH STEEL POST.



KENTUCKY DEPARTMENT OF HIGHWAYS
STEEL GUARDRAIL POSTS
SUBMITTED <i>William J. Stalder</i> DATE 01-09-18 DIRECTOR DIVISION OF DESIGN
028



USE WITH CUR. STD. DWG.
RBI-004

KENTUCKY
DEPARTMENT OF HIGHWAYS

GUARDRAIL
END TREATMENT
TYPE 1

SUBMITTED: *William J. Stalder*
DIRECTOR DIVISION OF DESIGN

11-17-17
DATE

029

BID ITEM AND UNIT TO BID
GUARDRAIL END TREATMENT TYPE 1
OBJECT MARKER TY 3

EACH
EACH

1. GUARDRAIL END TREATMENT TYPE 1 SHALL BE PAID FOR AT THE CONTRACT UNIT PRICE EACH, AND INCLUDES POSTS, RAIL ELEMENTS, GUARDRAIL EXTRUDER AND ALL OTHER INCIDENTALS NECESSARY TO COMPLETE THE INSTALLATION AS DETAILED.

2. PERMISSIBLE ALTERNATES FOR GUARDRAIL END TREATMENT TYPE 1 ARE PATENTED ITEMS: SOFT-STOP MANUFACTURED BY TRINITY INDUSTRIES OF DALLAS, TEXAS OR MSKT MANUFACTURED BY ROAD SYSTEMS INC. OF BIG SPRINGS, TEXAS.

3. THE MANUFACTURER SHALL FURNISH TWO (2) SETS OF SHOP PLANS TO THE CONTRACTOR WITH EACH INSTALLATION.

4. THE COMPLETED INSTALLATION SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE MANUFACTURER (SEE SHOP DRAWINGS).

5. POSTS P1 THROUGH P9 ARE SPACED 6'-3" ON CENTER.

6. INTENDED USE: AREAS WITH ADEQUATE VEHICLE RECOVERY ZONE BEHIND END TREATMENT.

7. OBJECT MARKER TYPE 3 (SEE CURRENT MUTCD MANUAL FOR DETAILS)



SECTION A-A
(POST P2)

SECTION B-B
(POSTS P3 THRU P7)

NOTES

- BID ITEMS AND UNIT TO BID:
 GUARDRAIL END TREATMENT TYPE 4A
 ROADWAY OR BORROW EXCAVATION OR
 EMBANKMENT-IN-PLACE
 OBJECT MARKER TY 3

EACH
 CUYD
 EACH

SECTION B-B
 (POSTS P3 THRU P7)

SECTION A-A
 (POST P2)

 1. INTENDED USE: AREAS WITH ADEQUATE VEHICLE RECOVERY ZONE BEHIND GUARDRAIL.
 2. PERMISSIBLE ALTERNATES FOR GUARDRAIL END TREATMENT TYPE 4A ARE PATENTED ITEMS: SRTM10 MANUFACTURED BY TRINITY INDUSTRIES OF DALLAS, TEXAS OR MFLEAT MANUFACTURED BY ROAD SYSTEMS INC. OF BIG SPRINGS, TEXAS.
 3. THE MANUFACTURER SHALL FURNISH TWO (2) SETS OF SHOP PLANS TO THE CONTRACTOR WITH EACH INSTALLATION.
 - ④ SYSTEM OFFSET OF 4'-0" SHALL BE MEASURED FROM FACE OF OFFSET BLOCK AT NORMAL GUARDRAIL SECTION TO FACE OF POST AT P1.
 - ⑤ OBJECT MARKER TYPE 3 (SEE CURRENT MUTCD MANUAL FOR DETAILS).
 6. THE COMPLETED INSTALLATION SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE MANUFACTURER. (SEE SHOP DRAWINGS)
 - ⑦ FOR MAINTENANCE AND REPAIR PROJECTS, USE "GUARDRAIL SYSTEM TRANSITION "SEPIA 33".
 TO TRANSITION BACK TO 27" OR 29" GUARDRAIL HEIGHT, IF ONLY THE TERMINAL IS PROPOSED
 TO BE REPLACED.

KENTUCKY DEPARTMENT OF HIGHWAYS	
GUARDRAIL END TREATMENT TYPE 4A	
SUBMITTED	11-17-17 DATE
DIRECTOR DIVISION OF DESIGN	
030	

~ NOTES ~

- BID ITEMS AND UNIT TO BID
DELINEATOR FOR GUARDRAIL B/W
DELINEATOR FOR GUARDRAIL M/W
DELINEATOR FOR GUARDRAIL M/Y
- EACH
EACH
EACH
1. DELINEATORS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.

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

3. GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL.

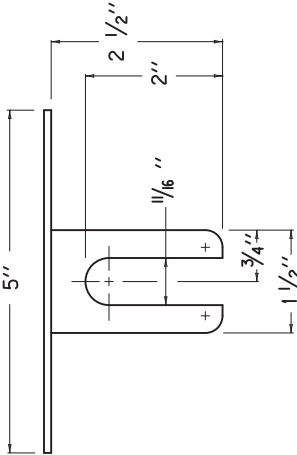
4. DELINEATORS SHALL NOT BE INSTALLED WITHIN THE PAY LIMITS OF THE END TREATMENT.

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

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

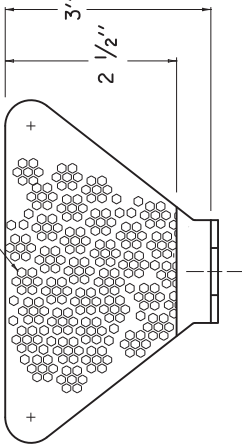
7. WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL, AND DELINEATORS SHALL COMPLY WITH CURRENT STANDARD DRAWING RBM-020.

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



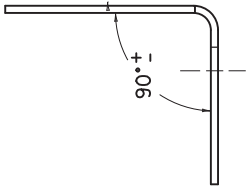
PLAN VIEW

TYPE IX SHEETING,
YELLOW OR WHITE

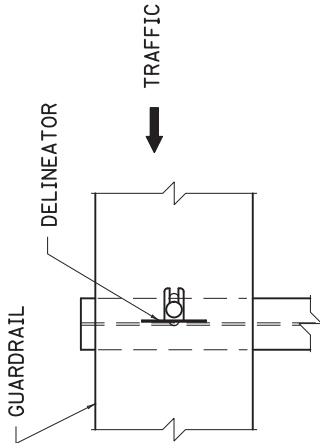


FRONT VIEW

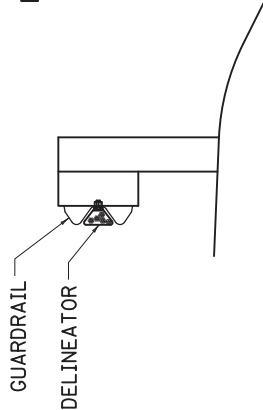
DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED GUARDRAIL DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST.



SIDE VIEW

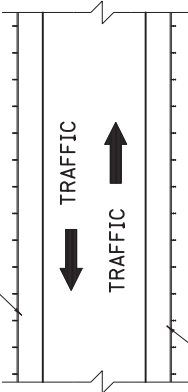


FRONT VIEW



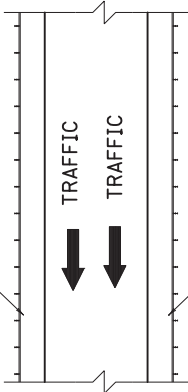
SIDE VIEW

BI-DIRECTIONAL WHITE DELINEATOR
FOR GUARDRAIL FACING TRAFFIC



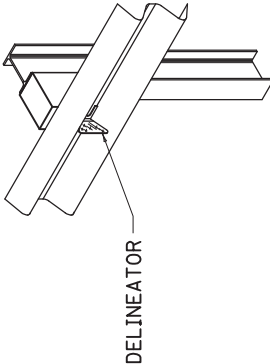
BI-DIRECTIONAL WHITE DELINEATOR
FOR GUARDRAIL FACING TRAFFIC

MONO-DIRECTIONAL WHITE DELINEATOR
FOR GUARDRAIL FACING TRAFFIC



MONO-DIRECTIONAL YELLOW DELINEATOR
FOR GUARDRAIL FACING TRAFFIC

PLACEMENT OF DELINEATORS
FOR GUARDRAIL



ISOMETRIC VIEW

USE WITH CUR. STD. DWGS.
RBM-020, RBR-060

KENTUCKY
DEPARTMENT OF HIGHWAYS

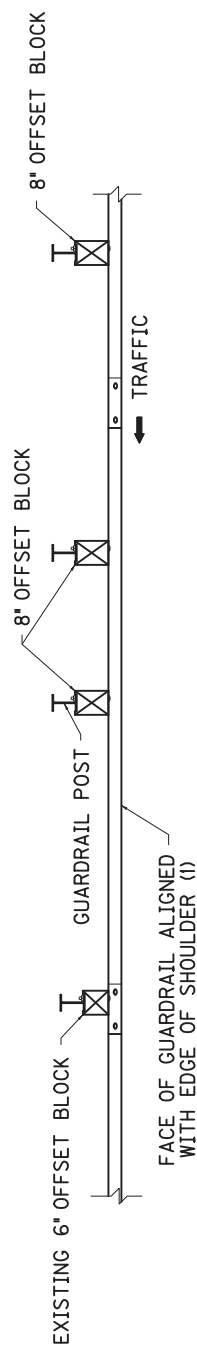
DELINEATORS
FOR GUARDRAIL

SUBMITTED 11-17-17
DATE
DIRECTOR DIVISION OF DESIGN
032

APPROXIMATE DELINEATOR SPACING

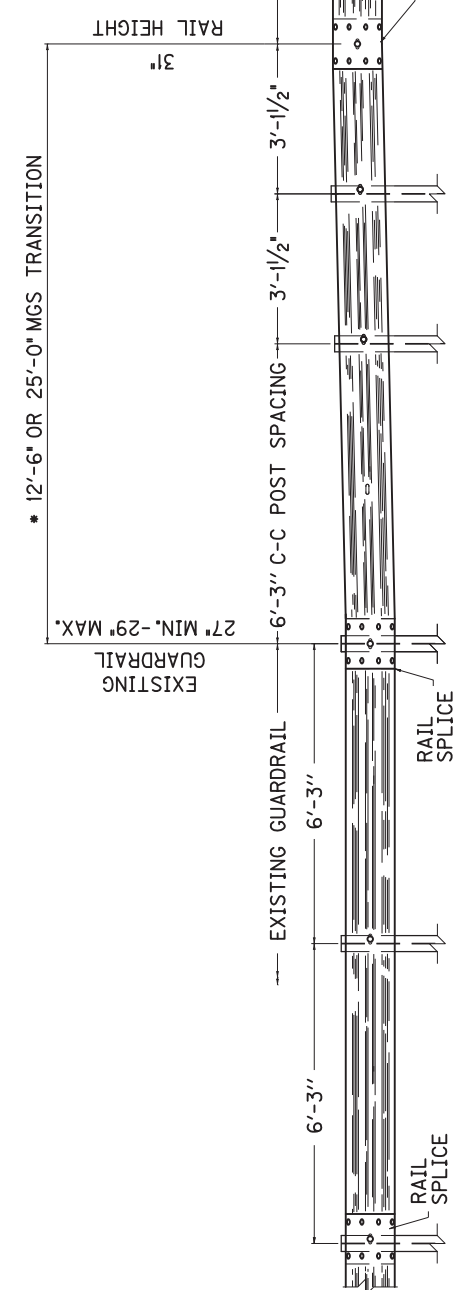
TANGENT	100'
CURVE	50'

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



PLAN VIEW

* 12'-6' TRANSITION FROM 29" TO 31" SHOWN,
25'-0" REQUIRED FOR 27" TO 31" TRANSITION.

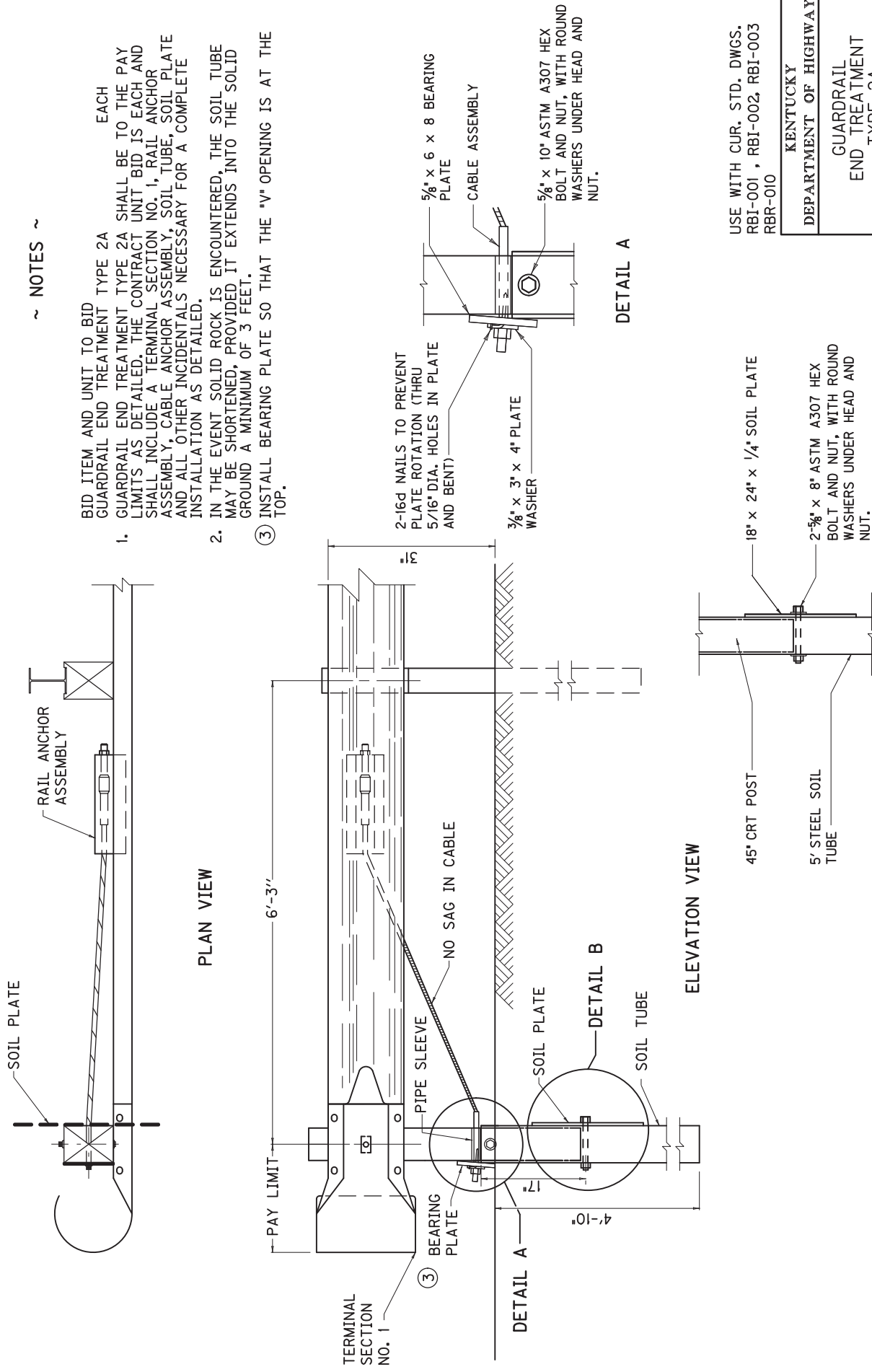


ELEVATION VIEW

~ NOTES ~

- 1) WHERE POST OFFSET IS CONSTRAINED, AND WHEN THE EXISTING SHOULDER IS WIDER THAN 4 FEET, THE EXISTING SHOULDER MAY BE REDUCED UP TO 2 INCHES TO ACCOMMODATE THE 8 INCH BLOCKS OF THE MGS GUARDRAIL. WHERE SITE CONSTRAINTS PROHIBIT THE POST FROM BEING PLACED AT LEAST TWO FEET IN FRONT OF THE SLOPE BREAK POINT. USE 7 FOOT POSTS.
- 2) MGS TRANSITION FROM EXISTING GUARDRAIL SHALL BE COMPLETED OUTSIDE THE 50 FEET MGS END TERMINAL LIMITS.

KENTUCKY DEPARTMENT OF HIGHWAYS
GUARDRAIL SYSTEM TRANSITION
SUBMITTED <i>William P. Shelt</i> 11-17-17 DIRECTOR DIVISION OF DESIGN DATE
033



~ NOTES ~

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

DETAIL A

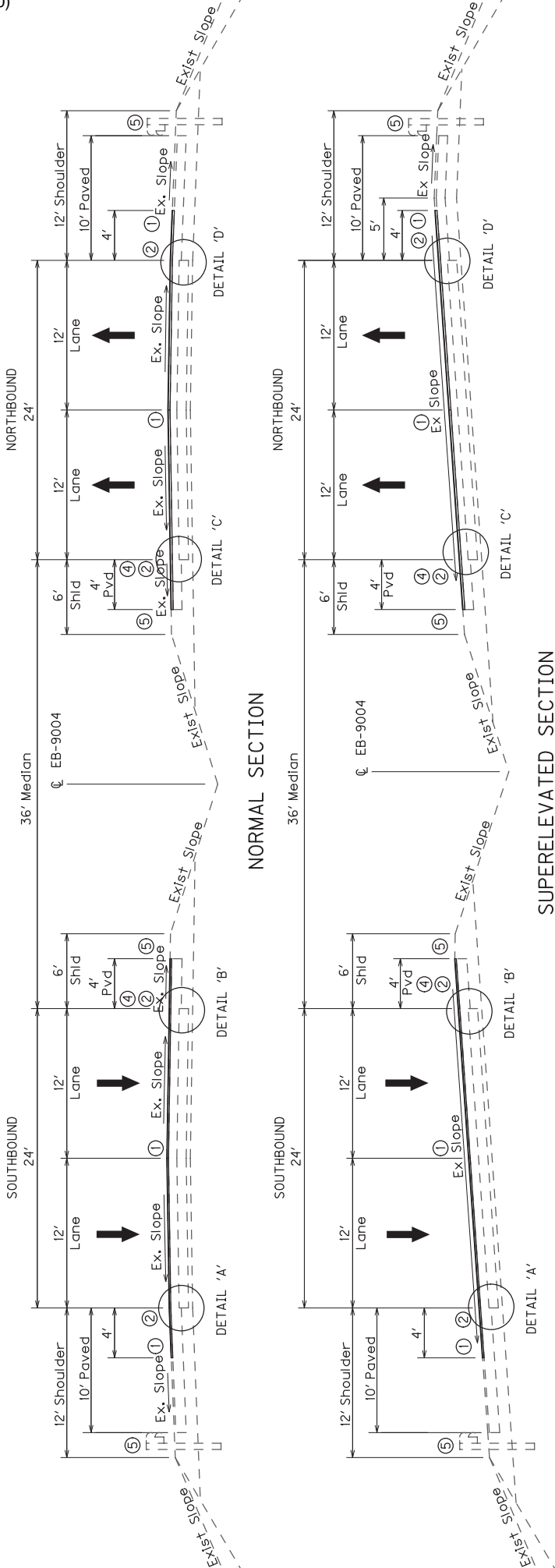
DETAIL B

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

KENTUCKY
DEPARTMENT OF HIGHWAYS
GUARDRAIL END TREATMENT TYPE 2A
SUBMITTED <i>William P. Ball</i> 3-06-18 DIRECTOR DIVISION OF DESIGN DATE
038

TYPICAL SECTIONS

EB-9004 (EDWARD T. BREATHITT PARKWAY)



SUPERELEVATED SECTION

SEE NEXT SHEET FOR DETAILS

PAVEMENT REHABILITATION

- ① Place Joint Adhesive Between Driving Lanes And At New/Existing Outside Shoulder Joint.

② Construct Sawed Rumble Strips

③ Trackless Tack Applied At 0.50 LB/SY. See The Special Note For Non-Tracking Tack Coat.

④ Asphalt Shoulder To Be Placed Concurrently With Driving Lane. Match Existing Cross Slope.

⑤ Damaged DGA Shoulders Are To Be Repaired With CSB And A Chip & Seal Application. See The Paving Summary For Estimated Quantities.
- Asphalt Seal Coat Required From The Edge Of The Paved Shoulder To A Point 2' Down The Ditch Or Fill Slope (Or As Directed By The Engineer).

Two (2) Applications Required At The Rate Of: 2.40 Lbs/SY Item 103 Asphalt Seal Coat 20 Lbs/SY Item 100 Asphalt Seal Aggregate (Size NO. 8 OR 9M).

NORTHBOUND EB-9004
DRIVING LANES, INSIDE SHOULDER
& 4 FT OF OUTSIDE SHOULDER

SURFACE --- ②' CL3 ASPHALT SURFACE 0.50A PG76-22
--- ③ TRACKLESS TACK ---
--- ②' ASPHALT PAVEMENT MILLING & TEXTURING ---

SOUTHBOUND EB-9004
DRIVING LANES, INSIDE SHOULDER
& 4 FT OF OUTSIDE SHOULDER

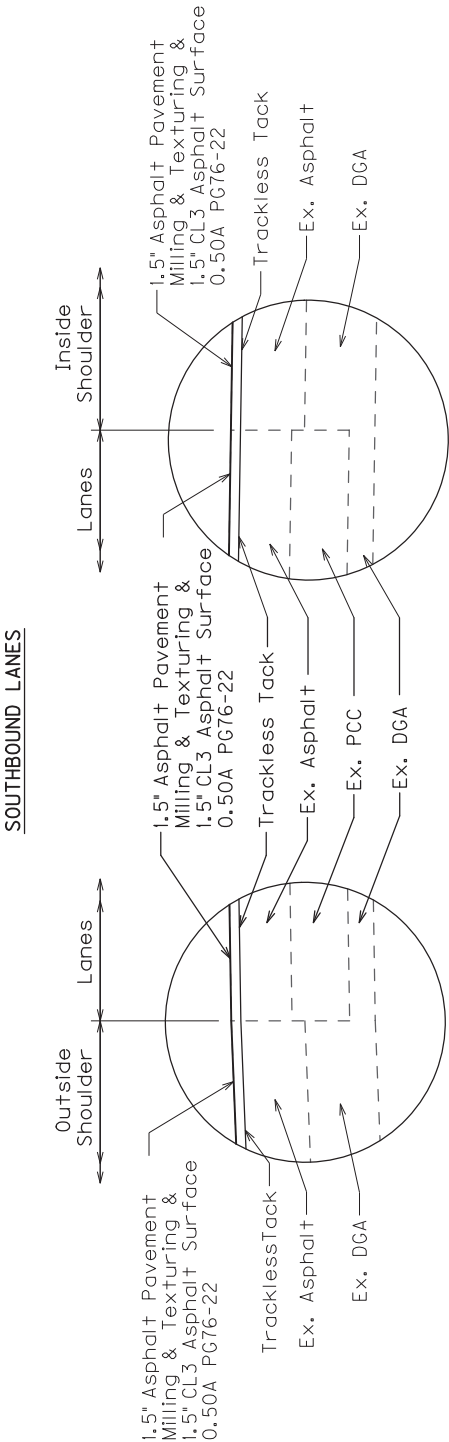
SURFACE --- ①.5" CL3 ASPHALT SURFACE 0.50A PG76-22
--- ③ TRACKLESS TACK ---
--- ①.5" ASPHALT PAVEMENT MILLING & TEXTURING ---

NOTE: EXISTING PAVEMENT INFORMATION TAKEN FROM PREVIOUS PLANS

NOT TO SCALE

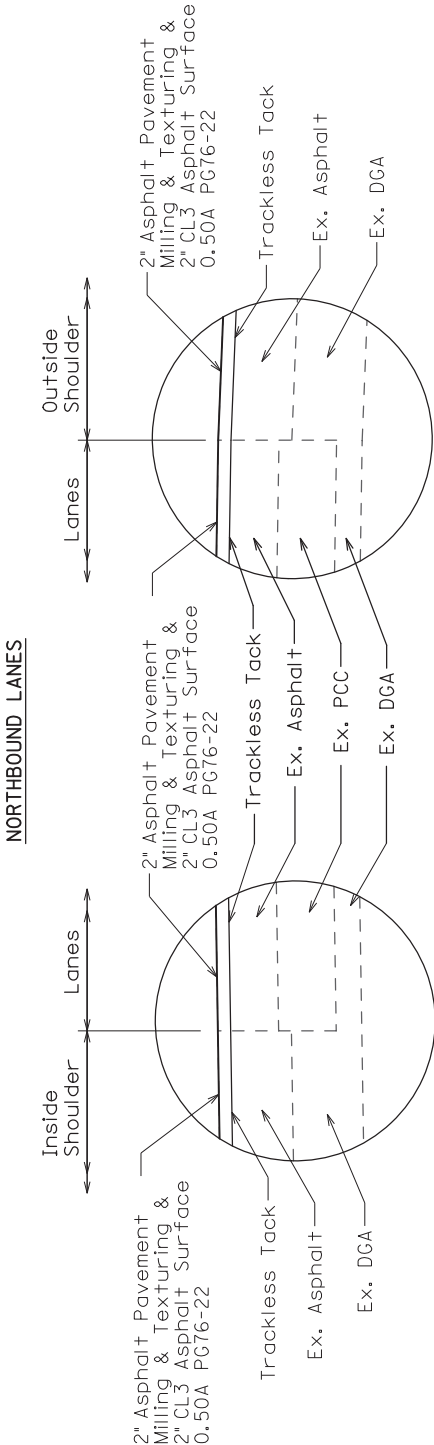
TYPICAL SECTION DETAILS

EB-9004 (EDWARD T. BREATHITT PARKWAY)



DETAIL 'B'

DETAIL 'A'



DETAIL 'D'

DETAIL 'C'

NOT TO SCALE

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

GENERAL SUMMARY				
CODE	ITEM	UNIT	PROJECT TOTAL	NOTES
78	Crushed Aggregate Size No. 2	Ton	999	(1)
1010	Non-Perforated Pipe-4 In	Lin Ft	60	(6)
1020	Perf Pipe Headwall TY 1-4 In	Each	3	(6)
2014	Barricade-Type III	Each	4	
2471	Fill And Cap Sinkhole	Each	1	(2)
2562	Temporary Signs	SF	500	
2568	Mobilization	LS	1	
2569	Demobilization	LS	1	
2575	Ditching And Shouldering	Lin Ft	22,151	(4)
2650	Maintain & Control Traffic	LS	1	
2671	Portable Changeable Message Sign	Each	4	
2701	Temp Silt Fence	LF	2,000	
2703	Silt Trap Type A	Each	5	
2704	Silt Trap Type B	Each	10	
2705	Silt Trap Type C	Each	10	
2726	Staking	LS	1	
2775	Arrow Panel	Each	2	
5950	Erosion Control Blanket	SY	2,530	(7)
5963	Initial Fertilizer	Ton	1.00	
5964	20-10-10 Fertilizer	Ton	1.00	
5985	Seeding And Protection	SY	2,000	
5992	Agricultural Limestone	Ton	3	
6401	Flexible Delineator Post - M/W	Each	282	
6412	Steel Post Mile Markers	Each	2	(5)
6511	Pave Striping-Temp Paint-6 In	Lin Ft	132,906	
6542	Pave Striping-Thermo-6 In W	Lin Ft	55,378	
6543	Pave Striping-Thermo-6 In Y	Lin Ft	44,302	
6549	Pave Striping-Temp Rem Tape-B	Lin Ft	5,000	
6550	Pave Striping-Temp Rem Tape-W	Lin Ft	5,000	
6551	Pave Striping-Temp Rem Tape-Y	Lin Ft	5,000	
10020NS	Fuel Adjustment	Doll	14,609	
10030NS	Asphalt Adjustment	Doll	27,653	
24489EC	Inlaid Pavement Markers	Each	554	

**EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00**

NOTES:

- (1) Includes 122 ton from the Fill Slope Erosion Repair Summary, 16 ton from the Drainage Summary and 860 ton from the Paving Summary.
- (2) For treatment of open sinkhole Rt. mile point 13.04. Includes all materials necessary to perform this work. Sinkhole shall be filled and/or capped in accordance with the current edition of Section 215 of the Standard Specifications for Road and Bridge Construction and sepia drawing No. 1 "Treatment of Open Sinkholes", Condition No. 2. Estimated soil overburden thickness is 5 - 6 ft. See plan and photos.
- (3) Not used.
- (4) Includes cleaning out existing perforated pipe headwalls. See the Location Of Existing Perforated Pipe Headwalls Summary.
- (5) See the detail sheet for locations.
- (6) To be used as needed for the Settled Shoulders Repairs as directed by the Engineer. Contractor is to verify the type of perforated pipe headwall prior to ordering the new one.
- (7) Includes 530 SY carried forward from the Remove Existing Gravel Median Crossover Summary and 2000 SY for disturbed areas as directed by the Engineer.

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

PAVEMENT SUMMARY					
ITEM CODE	ITEM	UNIT	EB PARKWAY		TOTAL
			NORTHBOUND	SOUTHBOUND	
3	CRUSHED STONE BASE (9) (12)	TON	2927	3053	5980
78	CRUSHED AGGREGATE SIZE NO. 2 (13)	TON		860	860
100	ASPHALT SEAL AGGREGATE (1) (12)	TON	339	291	630
103	ASPHALT SEAL COAT (2) (12)	TON	40.7	34.9	75.6
214	CL3 ASPH BASE 1.00D PG64-22	TON		161	161
332	CL3 ASPH SURF 0.50A PG76-22 (3)	TON	8,672	6,530	15,202
2091	REMOVE PAVEMENT	SY		423	423
2599	FABRIC-GEOTEXTILE TYPE IV	SY		628	628
2676	MOBILIZATION FOR MILLING & TEXTURING	LS			1
2677	ASPHALT PAVEMENT MILLING & TEXTURING (3) (11)	TON	8,672	6,498	15,170
20071EC	JOINT ADHESIVE (4)	LF	22,151	22,151	44,302
20362ES403	SHOULDER RUMBLE STRIPS-SAWED	LF	44,302	44,302	88,604
22861EN	HIGH STRENGTH GEOTEXTILE FABRIC TY V	SY		677	677
24781EC	INTELLIGENT COMPACTION FOR ASPHALT (6)	TON	8,672	6,691	15,363
24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT (8)	SF	709,533	718,947	1,428,480
24970EC	TRACKLESS TACK (5)	TON	19.7	19.9	39.6
24986EC	HMA ELECTRONIC DELIVERY MGMT SYSTEM (14)	LS			1

- NOTES:
- (1) Estimated at 20 pounds per square yard per application with two applications required.
 - (2) Estimated at 2.4 pounds per square yard per application with two applications required.
 - (3) Estimated at 110 pounds per square yard per inch depth.
 - (4) See Special Note For Longitudinal Pavement Joint Adhesive.
 - (5) Estimated at 0.50 pounds per square yard. See the Special Note For Non-Tracking Tack Coat.
 - (6) See the special notes for Intelligent Compaction Of Asphalt Mixtures.
 - (8) See the special notes for Pavement Mounted Temperature Control Profiles.
 - (9) Estimated at 115 pounds per square yard per inch depth and/or at 2.07 tons per cubic yard.
 - (11) The asphalt millings will become the property of the Contractor.
 - (12) Estimated quantity for repairing damaged DGA shoulders and replacing guardrail end treatments. Use as directed by the Engineer.
 - (13) Estimated at 1.8 tons per cubic yard. Quantity carried forward to the General Summary.
 - (14) See the special note for HMA Electronic Delivery Management System (HMA e-Ticketing).

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

PAVEMENT AREAS				
ITEM	EB PARKWAY		TOTAL	
	NORTHBOUND	SOUTHBOUND		
	SQUARE YARDS			
1.5" CL3 ASPH SURF 0.50A PG76-22		78,759	78,759	
1.5" ASPHALT PAVEMENT MILLING & TEXTURING		78,759	78,759	
2" CL3 ASPH SURF 0.50A PG76-22 (1)	78,837		78,837	
2" ASPHALT PAVEMENT MILLING & TEXTURING (1)	78,837		78,837	
TRACKLESS TACK (1)	78,837	78,759	157,596	
ASPHALT SEAL AGGREGATE (2)	33,942	29,062	63,004	
ASPHALT SEAL COAT (2)	33,942	29,062	63,004	
SETTLED SHOULDER REPAIR NO. 1 - MP 13.47 (3)				
REMOVE PAVEMENT (4)		65	65	
1.5" CL3 ASPH SURF 0.50A PG76-22		61	61	
4" CL3 ASPH BASE 1.00D PG64-22		62	62	
4" CL3 ASPH BASE 1.00D PG64-22		51	51	
TRACKLESS TACK (5)		113	113	
6" CRUSHED STONE BASE		51	51	
CRUSHED STONE BASE SHOULDER WEDGE (6)		32	32	
12" CRUSHED AGGREGATE SIZE NO. 2 (6)		74	74	
FABRIC-GEOTEXTILE TYPE IV		97	97	
HIGH STRENGTH GEOTEXTILE FABRIC TY V		105	105	
SETTLED SHOULDER REPAIR NO. 2 - MP 14.86 (3)				
REMOVE PAVEMENT (4)		142	142	
1.5" CL3 ASPH SURF 0.50A PG76-22		131	131	
4" CL3 ASPH BASE 1.00D PG64-22		134	134	
4" CL3 ASPH BASE 1.00D PG64-22		110	110	
TRACKLESS TACK (5)		244	244	
6" CRUSHED STONE BASE		110	110	
CRUSHED STONE BASE SHOULDER WEDGE (6)		70	70	
12" CRUSHED AGGREGATE SIZE NO. 2 (6)		160	160	
FABRIC-GEOTEXTILE TYPE IV		210	210	
HIGH STRENGTH GEOTEXTILE FABRIC TY V		226	226	

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

PAVEMENT AREAS			
ITEM	EB PARKWAY		TOTAL
	NORTHBOUND	SOUTHBOUND	
	SQUARE YARDS		
SETTLED SHOULDER REPAIR NO. 3 - MP 15.63	(3)		
REMOVE PAVEMENT	(4)	216	216
1.5" CL3 ASPH SURF 0.50A PG76-22		201	201
4" CL3 ASPH BASE 1.00D PG64-22		205	205
4" CL3 ASPH BASE 1.00D PG64-22		169	169
TRACKLESS TACK	(5)	374	374
6" CRUSHED STONE BASE		169	169
CRUSHED STONE BASE SHOULDER WEDGE	(6)	107	107
12" CRUSHED AGGREGATE SIZE NO. 2	(6)	244	244
FABRIC-GEOTEXTILE TYPE IV		321	321
HIGH STRENGTH GEOTEXTILE FABRIC TY V		346	346

- (1) Totals include area for permanent median crossover at Sta 1177+60
- (2) Area is for two applications.
- (3) See the Settled Shoulder Repair Detail For Information On Related Items.
- (4) Includes all excavation and disposal of excavated items required for performing the shoulder repair as shown on the detail.
- (5) Includes area between all asphalt courses.
- (6) Quantity shown in cubic yards.

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

GUARDRAIL SUMMARY									
LOCATION					ITEM				
					(1)	(4)			
					2381	2351	2369	1982	
					REMOVE GUARDRAIL	STEEL W BEAM GUARDRAIL	GUARDRAIL END TREATMENT TYPE	DELINEATOR MONO DIR.	
					S FACE		2A	W	
STATIONS			SIDE		(LF)				
NORTHBOUND			(3)						
970+51.2	To	970+76.2	Rt	(2)	25.0	25.0	1		
1009+16.6	To	1009+41.6	Rt	(2)	25.0	25.0	1		
1029+76.6	To	1031+76.6	Rt	(2)	200.0	200.0			
1035+88.8	To	1036+13.8	Rt	(2)	25.0	25.0	1		
1072+56.0	To	1072+81.0	Rt	(2)	25.0	25.0	1		
1087+42.4	To	1087+67.4	Rt	(2)	25.0	25.0	1		
1102+83.5	To	1103+96.5	Rt	(2)	112.5	112.5			
1112+30.4	To	1112+55.4	Rt	(2)	25.0	25.0	1		
1164+01.9	To	1164+26.9	Rt	(2)	25.0	25.0	1		
TOTAL NORTHBOUND					487.5	487.5	7	50	
SOUTHBOUND									
966+93.4	To	968+05.9	Rt	(2)	112.5	112.5	1		
976+07.1	To	976+32.1	Rt	(2)	25.0	25.0	1		
1003+81.3	To	1004+93.8	Rt	(2)	112.5	112.5	1		
1033+65.0	To	1034+90.0	Rt	(2)	125.0	125.0			
1067+50.9	To	1067+75.9	Rt	(2)	25.0	25.0	1		
1083+10.6	To	1083+35.6	Rt	(2)	25.0	25.0	1		
1103+46.2	To	1103+71.2	Rt	(2)	25.0	25.0	1		
1106+95.0	To	1109+20.0	Rt	(2)	225.0	225.0			
1145+65.3	To	1145+90.3	Rt	(2)	25.0	25.0	1		
1146+85.0	To	1150+10.0	Rt	(2)	325.0	325.0			
1177+08.9	To	1177+33.9	Rt	(2)	25.0	25.0	1		
TOTAL SOUTHBOUND					1050	1050	8	124	
TOTAL HARDIN CO.					1537.5	1537.5	15	174	

- (1) Salvage existing guardrail per the Standard Specifications, current edition, Section 719.03.07. The "Guardrail Delivery Verification Sheet" must be completed at the job site and provided to the Central Sign Shop and Recycle Center (formerly the Baily Bridge Yard) representative when the delivery is made. All wood posts shall become property of the contractor to be disposed of off site.
- (2) Connect to existing guardrail.
- (3) Relative to direction of traffic.
- (4) Delineators Are To Be Installed On All Guardrail (Existing Or New) Within The Project Limits.

NOTE:
See Sepia Drawing No. 033 "Guardrail System Transition" for details on transitioning MGS guardrail to older style guardrail.

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

DRAINAGE SUMMARY																
STATION	LOCATION	ITEM														
		78 (1)	462	464	1204	1208	1434	2165	2220	2483 (4)	2484	3260	20366NN			
			CULVERT PIPE-18 IN	CULVERT PIPE-24 IN	PIPE CULVERT HEADWALL- 18 IN	PIPE CULVERT HEADWALL- 24 IN	SLOPED BOX OUTLET TYPE 1-24 IN	REMOVE PAVED DITCH	FLOWABLE FILL	CHANNEL LINING CLASS II	CHANNEL LINING CLASS III	CLEAN ROADWAY DRAINS	REPLACE GRATE	CLEAN OUT PIPE		
		CRUSHED AGGREGATE SIZE NO. 2 TON				EACH		SQ YD	CU YD	TON		EACH	EACH	LIN FT		
966+54.4	MEDIAN	1							0.5						FILL IN HOLE AT MEDIAN INLET (2)	
974+48.2	LEFT									30			1	74	CONST. 2' FB OUTLET DITCH, REPLACE GRATE, 18" RCP	
974+51.3	MEDIAN	1							0.5						FILL IN HOLE AT MEDIAN INLET (2)	
982+08.1 - 983+45.6	LEFT										162				CONST. 2' FB OUTLET DITCH	
983+45.6	LEFT			8		1									REPLACE EXISTING HEADWALL AND DETACHED PORTION OF EXISTING 24" RCP.	
983+57.8 - 988+12.9	RIGHT							307			427				REMOVE EXISTING PAVE DITCH AND CONSTRUCT 2' FB DITCH.	
990+55.2	X-DRAIN													141	24" RCP	
999+97.2	RIGHT											1			CLEAN OUT DROP BOX INLET	
999+96.8	LEFT			4			1							138	REPLACE EXISTING HEADWALL AND DETACHED PORTION OF EXISTING 24" RCP	
1008+35.2 - 1010+00.3	RIGHT							112			156				REMOVE EXISTING PAVE DITCH AND CONSTRUCT 2' FB DITCH.	
1026+22.7	RIGHT			8		1									REPLACE EXISTING HEADWALL AND DETACHED PORTION OF EXISTING 24" RCP	
1035+59.1	MEDIAN	5													REPAIR EROSION IN MEDIAN, REGRADE DITCH TO DRAIN. (2)	
1039+09.1	LEFT			8		1								148	REPLACE EXISTING HEADWALL AND DETACHED PORTION OF EXISTING 24" RCP	
1039+54.4 - 1039+84.1	MEDIAN								0.5	20					REPAIR EROSION IN MEDIAN	
1039+79.4	RIGHT											1			CLEAN OUT DROP BOX INLET	
1047+92.2 - 1050+89.8	LEFT	1							1.0					296	FILL IN HOLE AT INLET (3), 15" RCP	
1051+31.0	MEDIAN	1							0.5						FILL HOLE AT MEDIAN INLET (2)	
1063+44.8	LEFT											1	1	72	REPLACE GRATE, 15" RCP	
1063+08.5 - 1063+38.3	MEDIAN									21					REPAIR EROSION IN MEDIAN	
1071+48.5 - 1072+38.2	MEDIAN								0.5	55					REPAIR EROSION IN MEDIAN	
1072+41.2	RIGHT		4		1										REPLACE EXISTING HEADWALL AND DETACHED PORTION OF EXISTING 18" RCP	
1072+48.0	LEFT												1		REPLACE GRATE (18" HEADWALL)	

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-200006.00

DRAINAGE SUMMARY																
STATION	LOCATION	ITEM														
		78 (1)	462	464	1204	1208	1434	2165	2220	2483 (4)	2484	3260	20366NN	(3)	NOTES	
			CULVERT PIPE-18 IN	CULVERT PIPE-24 IN	PIPE CULVERT HEADWALL- 18 IN	PIPE CULVERT HEADWALL- 24 IN	SLOPED BOX OUTLET TYPE 1-24 IN	REMOVE PAVED DITCH	FLOWABLE FILL	CHANNEL LINING CLASS II	CHANNEL LINING CLASS III	CLEAN ROADWAY DRAINS	REPLACE GRATE			
		TON			EACH	EACH		SQ YD	CU YD	TON		EACH	EACH	LIN FT		
1095+00	MEDIAN								1.0	5					REPAIR EROSION IN MEDIAN	
1111+00	MEDIAN	5													REPAIR EROSION IN MEDIAN, REGRADE DITCH TO DRAIN. (2)	
1113+54.2 - 1113+93.8	MEDIAN													78	15" RCP	
1130+85.2	MEDIAN													88	15" RCP	
1140+28.1	LEFT	1							1.0						EROSION REPAIR	
1140+31.1	LEFT	1							1.0						EROSION REPAIR	
1140+33	MEDIAN								1.0	5					REPAIR EROSION IN MEDIAN	
1140+32.5 - 1140+62.6	LEFT							21		18					REMOVE EXISTING PAVE DITCH AND CONSTRUCT 2' FB DITCH.	
1143+66.8 - 1143+92.0	MEDIAN									19					REPAIR EROSION IN MEDIAN	
TOTALS		16	4	28	1	3	1	440	7.5	373	745	3	3			

(1) Quantity carried forward to the General Summary.
(2) Any regrading of ditches to perform this work will be incidental to the Ditching and Shouldering bid item.
(3) Cleaning out pipe will be incidental to the Ditching and Shouldering bid item.
(4) Total includes an additional 200 ton for filling in eroded fill slopes. See the Fill Slope Erosion Repair Detail.

**EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00**

FILL SLOPE EROSION REPAIR SUMMARY			
			CRUSHED AGGREGATE SIZE NO. 2 (1)
ITEM CODE			78
UNIT			TON
STA - STA	SIDE	EST. WIDTH (2)	
966+75 - 968+03	Southbound	13	37
1004+30 - 1004+84	Southbound	10	12
1029+76 - 1031+76	Northbound	11	49
1102+28 - 1103+39	Northbound	10	25
		TOTAL	122

- (1) Quantity based on 4 inch average depth & estimated at 100 pounds per square yard per inch of depth. Quantity carried forward to the General Summary.
- (2) Average width as measured from the shoulder break point to the vegetated area.

See the Fill Slope Erosion Repair detail sheet for additional information.

See the General Summary for a quantity of Channel Lining Class II estimated to be needed to fill in deeper eroded areas.

EDWARD T. BREATHITT PARKWAY

REHABILITATION PROJECT

CHRISTIAN COUNTY

ITEM NO. 2-20006.00

REMOVE EXISTING GRAVEL MEDIAN CROSSOVER			
		ROADWAY (1) EXCAVATION	EROSION CONTROL (2) BLANKET
ITEM CODE		2200	5950
UNIT		CY	SY
STA	AREA (SY)		
1029+23	84	5	100
1049+02	81	5	100
1050+93	85	5	100
1104+17	77	4	95
1143+37	115	6	135
TOTAL	442	25	530

- (1) Remove Existing Gravel Median Crossover. Regrade Area To Match The Adjacent Median As Directed By The Engineer. Regrading Will Be Considered Incidental To The Roadway Excavation Bid Item.
- (2) Quantity carried forward to the General Summary

EDWARD T. BREATHITT PARKWAY
REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

Location Of Existing Perforated Pipe Headwalls

Location	Station	Location	Station	Location	Station	Location	Station
Left	961+47.1	Left	1164+43.2	Median	1103+90.6	Right	1028+62.8
Left	966+49.9	Left	1172+36.8	Median	1108+96.1	Right	1030+92.7
Left	969+08.6	Left	1177+50.5	Median	1109+21.8	Right	1033+36.7
Left	971+55.3	Median	961+45.6	Median	1118+05.0	Right	1033+41.8
Left	983+48.0	Median	961+45.9	Median	1118+96.1	Right	1041+42.5
Left	988+48.9	Median	963+24.5	Median	1125+39.2	Right	1042+29.6
Left	993+30.6	Median	968+50.9	Median	1126+19.1	Right	1051+39.9
Left	996+46.1	Median	969+01.8	Median	1127+90.0	Right	1051+71.8
Left	1006+42.4	Median	970+56.2	Median	1132+96.2	Right	1058+71.9
Left	1010+97.5	Median	971+53.1	Median	1133+97.6	Right	1060+45.4
Left	1015+01.5	Median	972+52.8	Median	1134+89.3	Right	1060+99.0
Left	1019+47.4	Median	978+99.6	Median	1137+42.8	Right	1064+93.6
Left	1024+56.3	Median	988+52.2	Median	1143+88.5	Right	1069+37.9
Left	1029+46.6	Median	993+45.2	Median	1151+88.2	Right	1083+45.4
Left	1034+55.9	Median	995+95.2	Median	1152+92.4	Right	1088+98.1
Left	1039+43.8	Median	1014+49.4	Median	1153+43.9	Right	1091+44.7
Left	1042+94.5	Median	1015+47.0	Median	1155+94.5	Right	1093+40.5
Left	1046+96.0	Median	1024+49.5	Median	1159+42.5	Right	1093+94.2
Left	1053+63.0	Median	1034+49.7	Median	1159+88.1	Right	1096+13.8
Left	1058+46.6	Median	1037+23.1	Median	1161+92.4	Right	1098+27.2
Left	1063+46.2	Median	1041+42.0	Median	1163+45.2	Right	1098+63.5
Left	1068+00.5	Median	1042+99.0	Median	1166+94.0	Right	1100+08.7
Left	1075+89.2	Median	1043+95.9	Median	1166+94.1	Right	1104+10.5
Left	1078+73.0	Median	1053+47.5	Median	1171+45.7	Right	1108+78.7
Left	1079+93.2	Median	1057+95.3	Median	1172+35.5	Right	1112+13.8
Left	1081+64.6	Median	1058+39.3	Median	1173+42.0	Right	1112+60.0
Left	1083+89.5	Median	1060+99.9	Right	967+45.9	Right	1113+32.1
Left	1086+45.4	Median	1061+23.6	Right	969+18.8	Right	1117+82.9
Left	1088+93.4	Median	1067+90.3	Right	972+58.0	Right	1122+86.1
Left	1094+94.4	Median	1067+91.0	Right	975+06.3	Right	1127+42.2
Left	1097+13.7	Median	1075+90.7	Right	979+89.1	Right	1131+87.7
Left	1099+16.0	Median	1075+90.8	Right	982+72.5	Right	1132+95.3
Left	1104+40.8	Median	1077+70.3	Right	985+10.8	Right	1136+43.0
Left	1113+94.8	Median	1078+71.9	Right	993+53.5	Right	1145+02.2
Left	1116+31.1	Median	1083+33.8	Right	996+03.4	Right	1149+36.3
Left	1119+07.6	Median	1083+46.3	Right	1000+51.0	Right	1151+88.2
Left	1128+01.7	Median	1083+91.2	Right	1001+03.6	Right	1153+34.4
Left	1130+43.5	Median	1088+97.5	Right	1005+87.2	Right	1160+92.2
Left	1134+89.6	Median	1089+94.2	Right	1010+21.2	Right	1164+42.0
Left	1140+43.4	Median	1091+97.2	Right	1010+92.1	Right	1166+66.9
Left	1145+04.4	Median	1093+40.7	Right	1011+14.3	Right	1168+05.8
Left	1148+42.0	Median	1097+47.3	Right	1018+96.8	Right	1171+46.1
Left	1155+60.7	Median	1099+40.2	Right	1020+93.2	Right	1177+34.7
Left	1160+59.4	Median	1099+95.8	Right	1024+33.6		

NOTES:
Perforated Pipe Headwalls may exist at other locations not shown in the table above.

Cleaning out the Perforated Pipe Headwalls will be incidental to the Ditching and Shouldering bid item.

GENERAL NOTES
EDWARD T. BREATHITT PARKWAY (EB-9004) REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY
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I. GENERAL

Perform all work in accordance with the Department's 2019 Standard Specifications, Supplemental Specifications, applicable Special Provisions, and Standard and Sepia Drawings except as specified in these notes or elsewhere in this proposal. Article references are to the Standard Specifications.

All existing mile markers within the project limits have been shown on the plan sheets along with their station based on the centerlines shown in the plans. These can be used to relate the stations shown in the summaries to their location in the field.

II. MATERIALS

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

A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.

B. PAVEMENT STRIPING-6 INCH THERMOPLASTIC. Use Pave Striping-Thermo-6 inch W or Y.

C. EROSION CONTROL BLANKET. Erosion Control Blanket is to be placed on any disturbed areas in the median, roadway side slopes, or other areas disturbed where work is required in the proposal.

III. CONSTRUCTION METHODS

A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.

B. SITE PREPARATION. Be responsible for all site preparation. This item shall include, but is not limited to, clearing and grubbing, excavation and backfilling, embankments, removal of obstructions or any other items, and disposal of materials. All site preparation shall be only as approved or directed by the Engineer. Except for the bid items listed, site preparation will not be measured for payment but shall be incidental to the other items of work.

- C. MILLING AND PAVING.** After milling, where milling is called for in the proposal, correct settlement over pipes and culverts and remove de-bonded or flaking courses.
- D. DISPOSAL OF WASTE.** Dispose of all cuttings, debris, and other waste off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. The Contractor will be responsible for obtaining any necessary permits for this work. Temporary openings in the right-of-way fence for direct access to waste sites off the right-of-way or for access to other public roads will not be allowed. No separate payment will be made for the disposal of waste and debris from the project or obtaining the necessary permits, but will be incidental to the other items of the work.
- E. FINAL DRESSING, CLEANUP, AND SEEDING.** After all work is completed, completely remove all debris from the job site. Perform Final Dressing Class A on all disturbed areas. This item is incidental to the other items of the work. Sow all disturbed earthen areas with the seed mixtures specified by the Engineer or place Erosion Control blanket on the areas if directed to do so by the Engineer.
- F. PAVEMENT STRIPING AND PAVEMENT MARKERS.** Permanent striping will be in accordance with Section 714, except that:
- (1) Striping will be 6" in width;
 - (2) Permanent Striping will be in place before a lane is opened to traffic;
 - (3) Permanent striping will be Pave Striping-Thermo-6 inch W or Y;
 - (4) Existing pavement marker removal shall be incidental to Asphalt Pavement Milling & Texturing.
 - (5) Inlaid Pavement Markers will be required. Contrary to 712.03.04, in the standard specifications the offset shall be 3 inches.
- G. ON SITE INSPECTION.** Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting a bid and shall be thoroughly familiarized with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.
- H. PROPERTY DAMAGE.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the Department.
- I. CAUTION.** Information shown on the drawings and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion 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 conditions encountered are not in accordance with the information shown.

- J. UTILITY CLEARANCE.** 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. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations at no additional cost to the Department. See the Special Note for Utility Clearance Impact on Construction.

IV. METHOD OF MEASUREMENT

Except as specified in these notes, or elsewhere in the drawings or this proposal, the method of measurement will be in accordance with the Standard Specifications.

- A. MAINTAIN AND CONTROL TRAFFIC.** See Maintenance Of Traffic Plan.
- B. SITE PREPARATION.** Other than the bid items listed, the Department will not measure Site Preparation for payment but shall be incidental to other items of work.
- C. INLAID PAVEMENT MARKERS AND PERMANENT STRIPING.** Pave Striping-Thermo-6 Inch is measured per linear foot. Inlaid Pavement Markers are measured as each.

V. BASIS OF PAYMENT

Except as specified in these notes, or elsewhere in the drawings or this proposal, basis of payment will be in accordance with the Standard Specifications. No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs damaged by the Contractor will be replaced by the Contractor at the Contractor's expense.

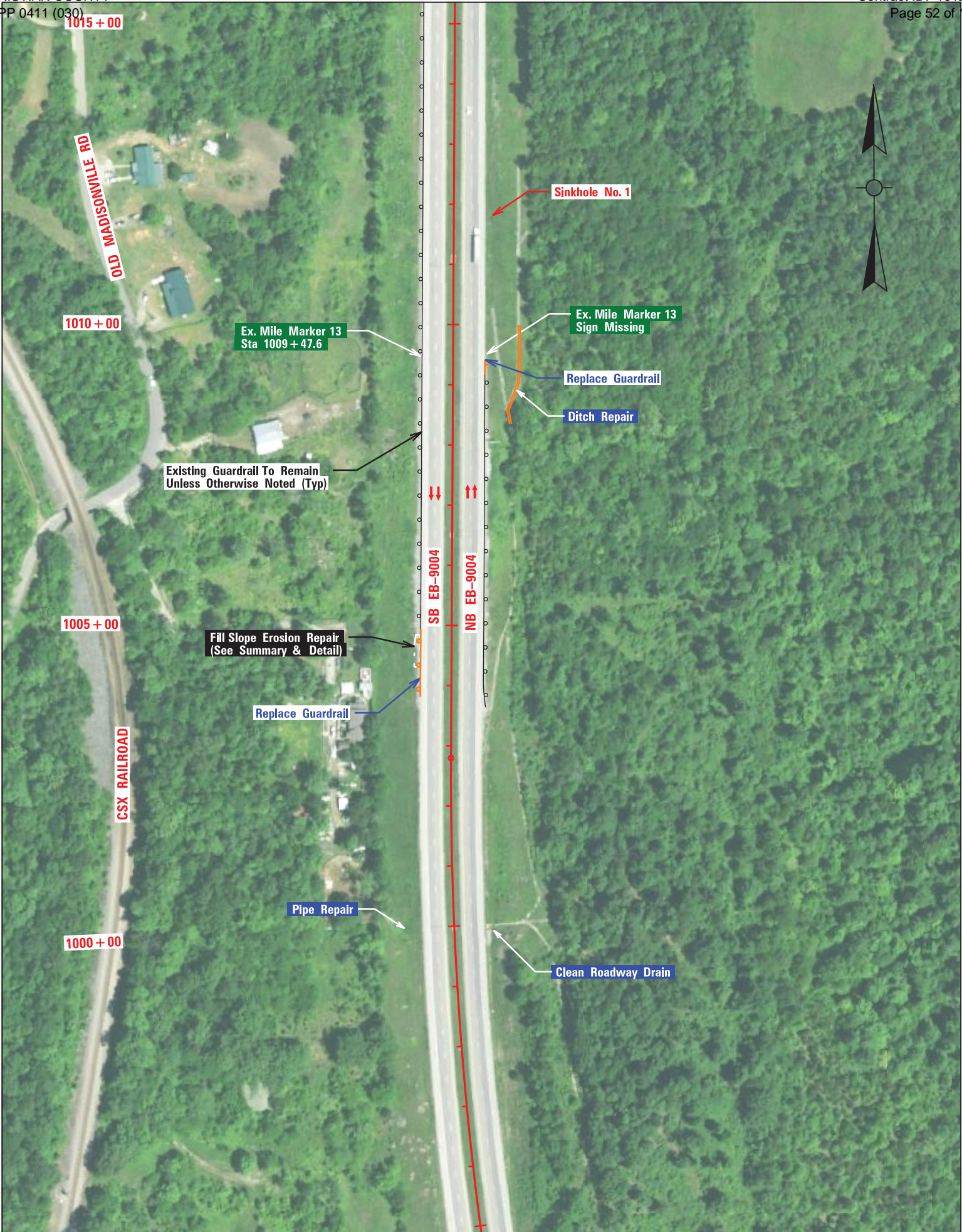
- A. MAINTAIN AND CONTROL TRAFFIC.** See Maintenance Of Traffic Plan.
- B. SITE PREPARATION.** Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.
- D. INLAID PAVEMENT MARKERS AND PERMANENT STRIPING.** See the General Summary sheets.



EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 1 of 12 - Sta 955+00 To Sta 975+00



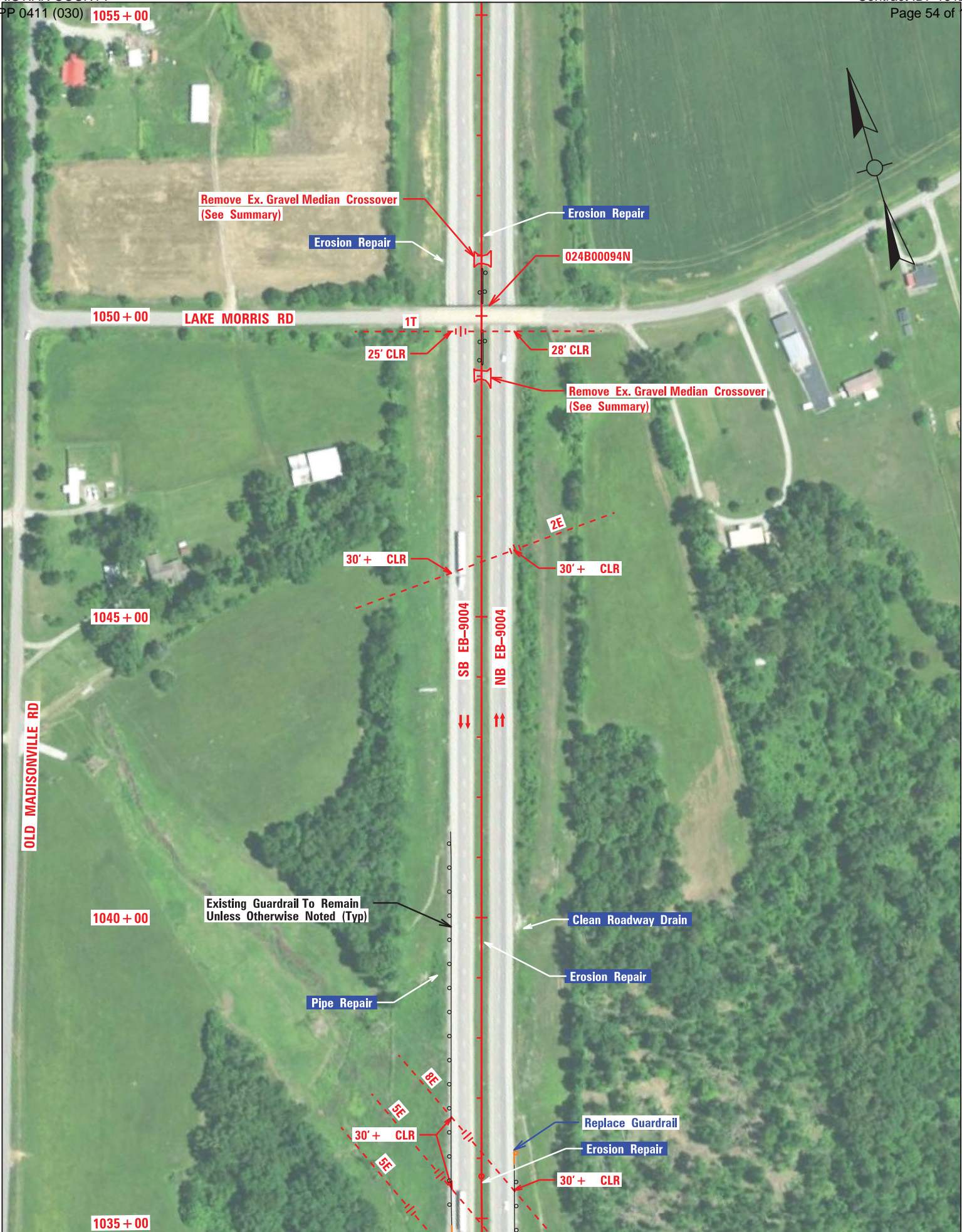
EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 2 of 12 - Sta 975+00 To Sta 995+00



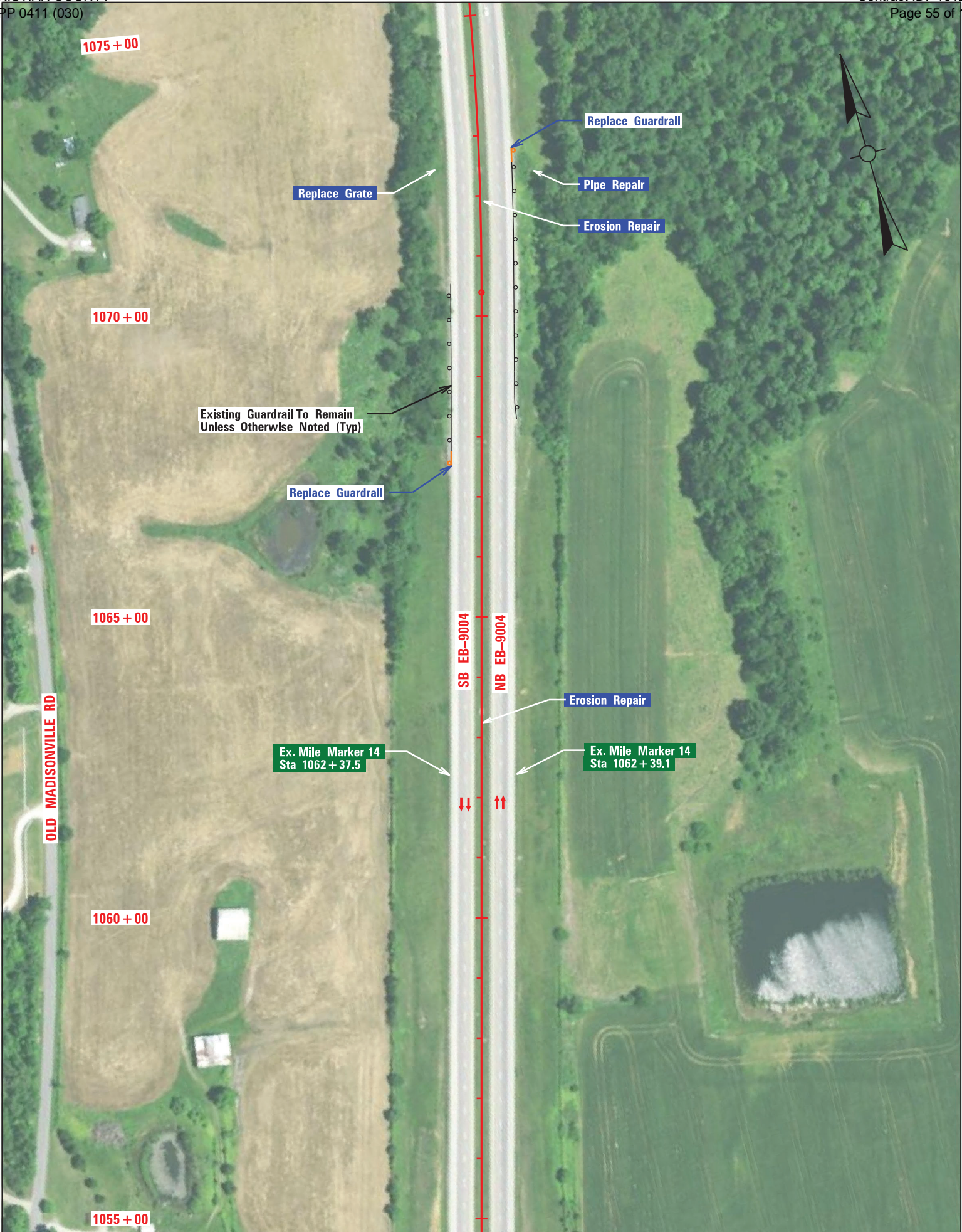
EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 3 of 12 - Sta 995+00 To Sta 1015+00



EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 4 of 12 - Sta 1015+00 To Sta 1035+00



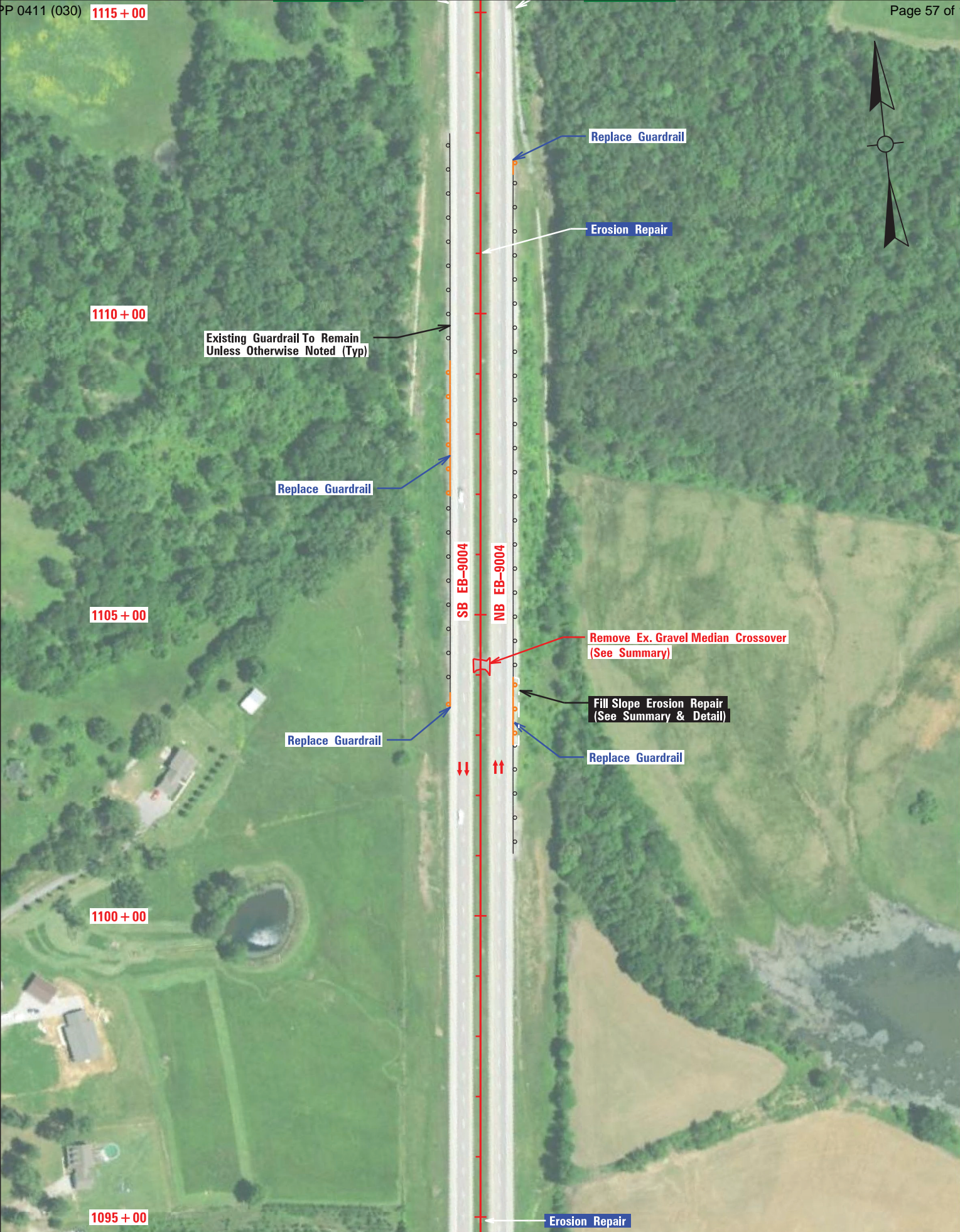
EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 5 of 12 - Sta 1035+00 To Sta 1055+00



EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 6 of 12 - Sta 1055+00 To Sta 1075+00



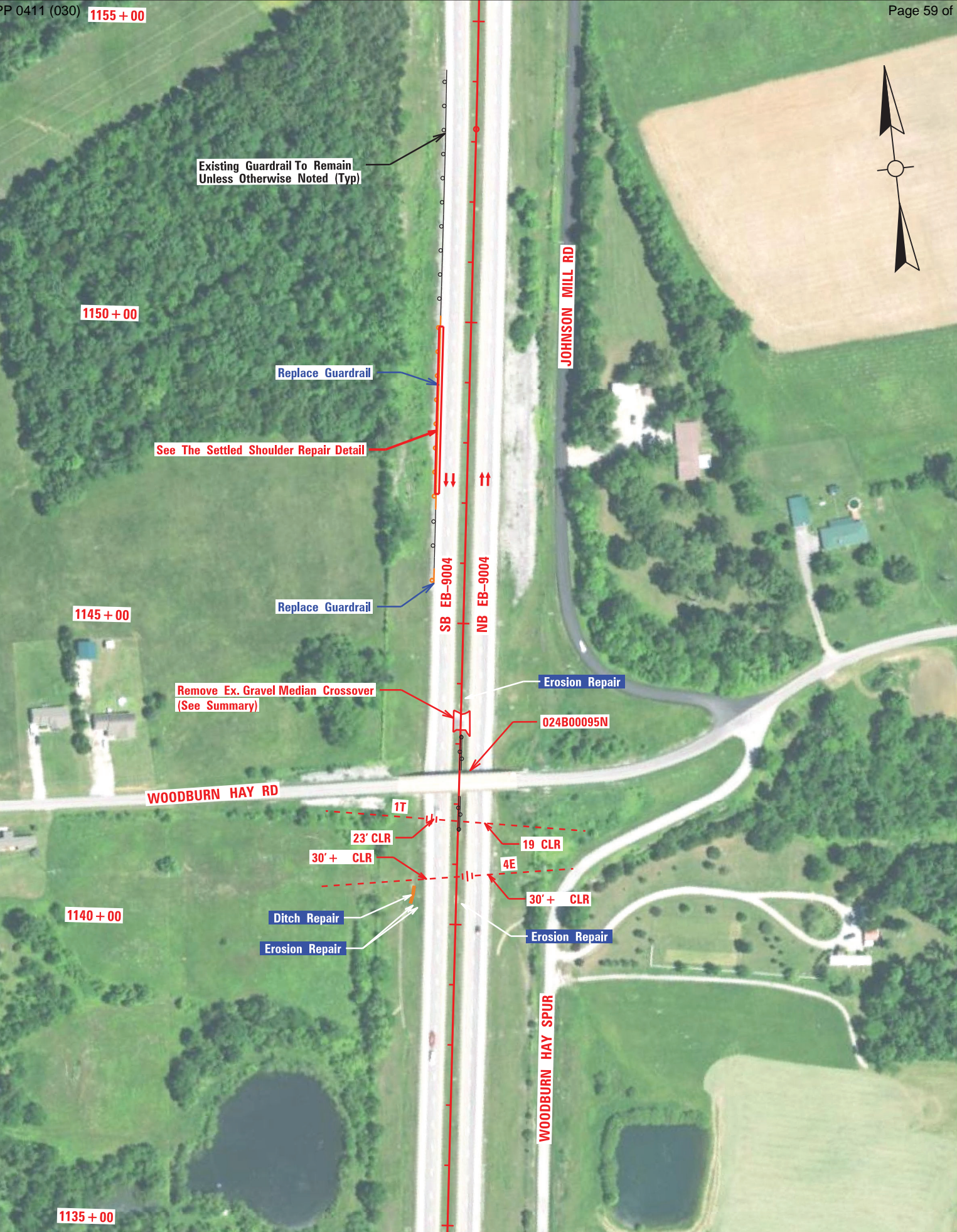
EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 7 of 12 - Sta 1075+00 To Sta 1095+00



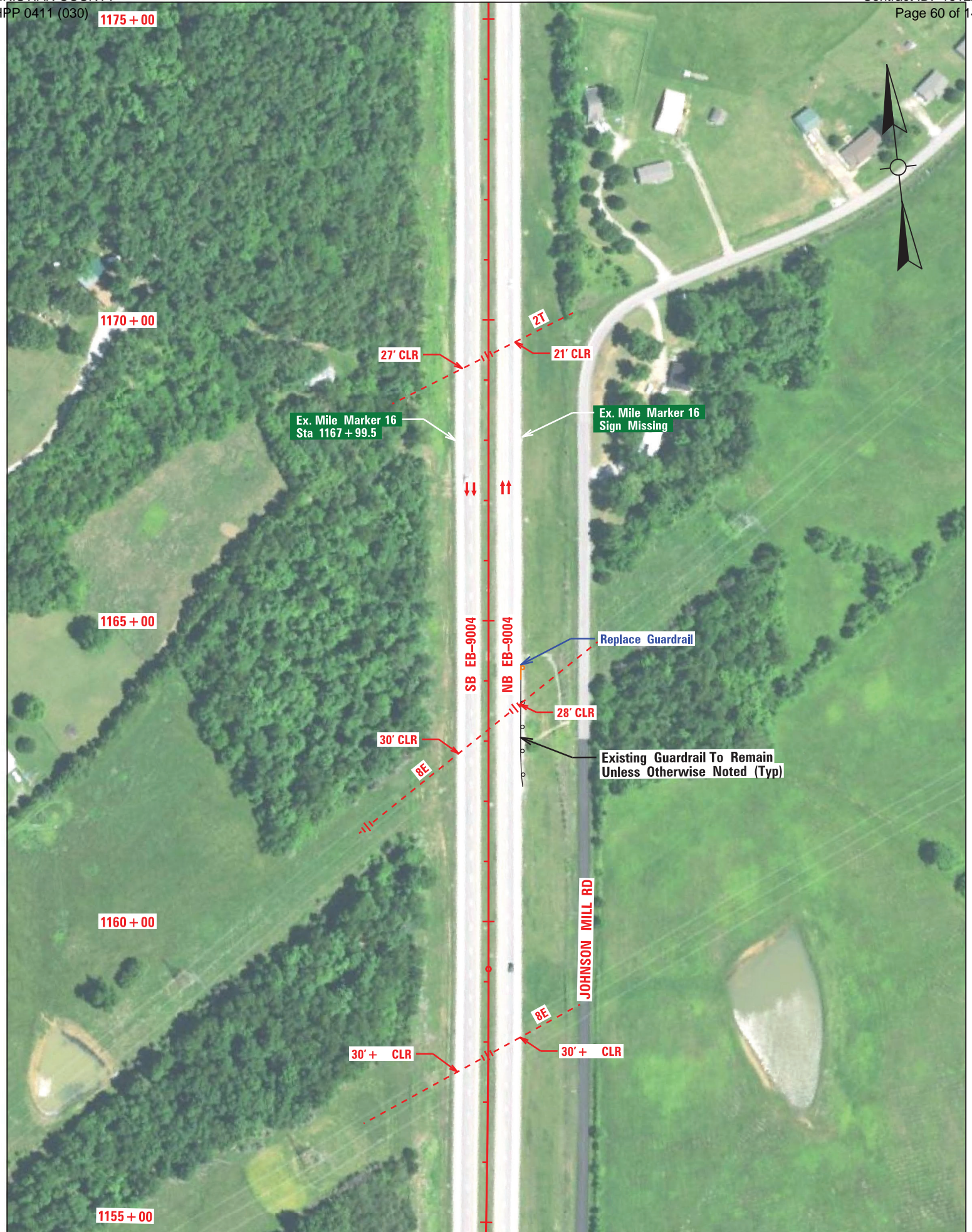
EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 8 of 12 - Sta 1095+00 To Sta 1115+00



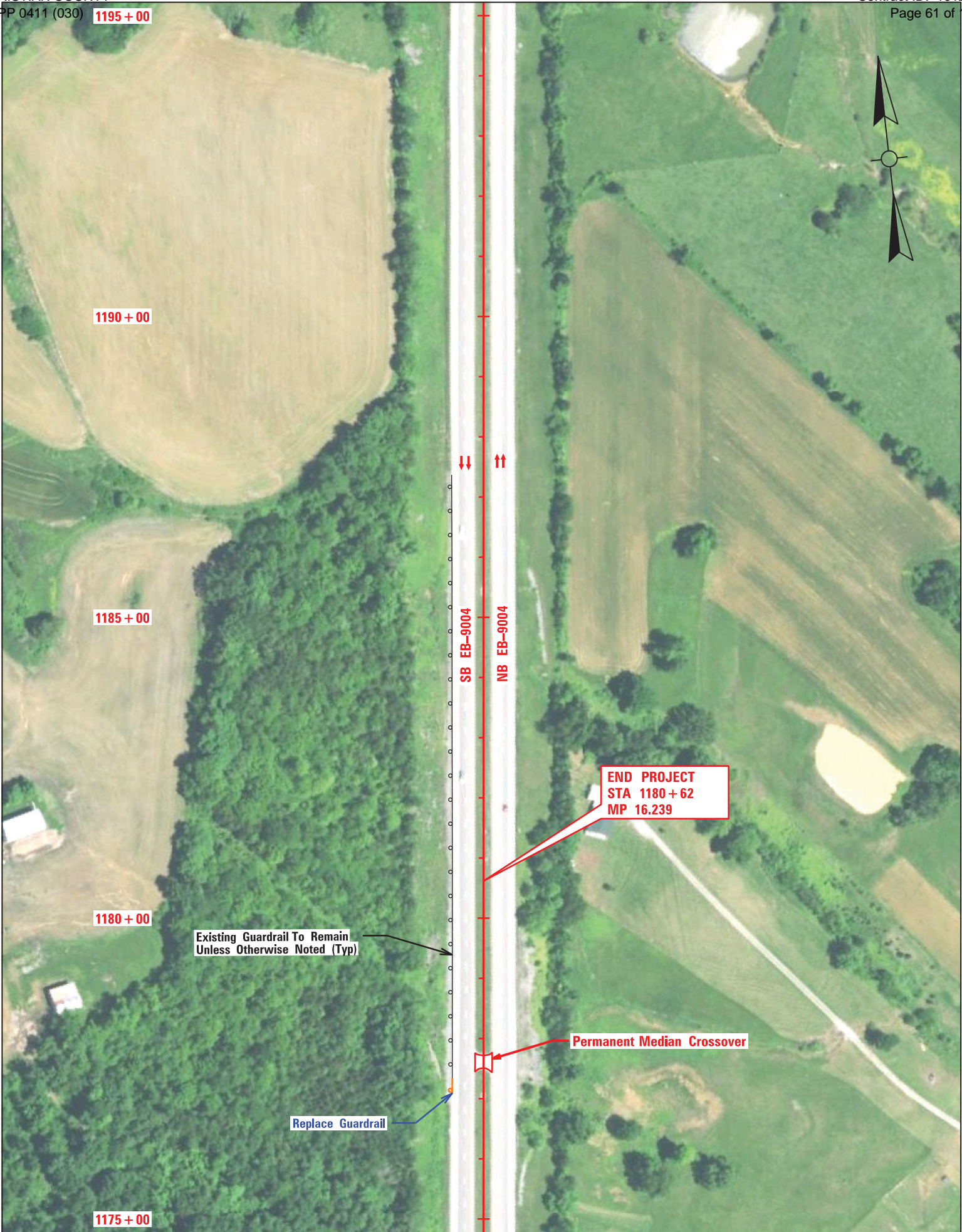
EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 9 of 12 - Sta 1115+00 To Sta 1135+00



EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 10 of 12 - Sta 1135+00 To Sta 1155+00

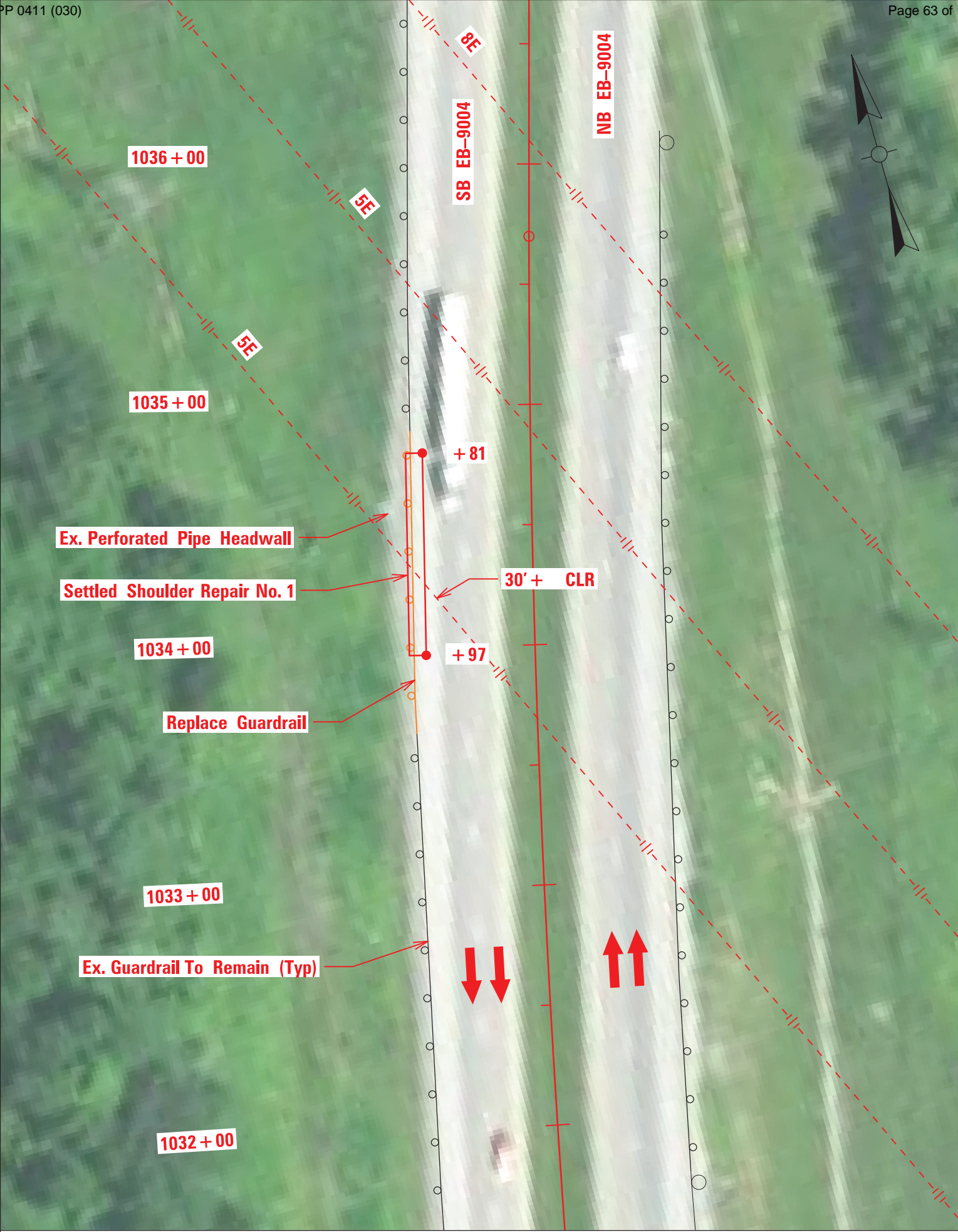


EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 11 of 12 - Sta 1155+00 To Sta 1175+00



EB 9004 Rehab Plan - Scale 1" = 200' - Sheet 12 of 12 - Sta 1175+00 To Sta 1195+00

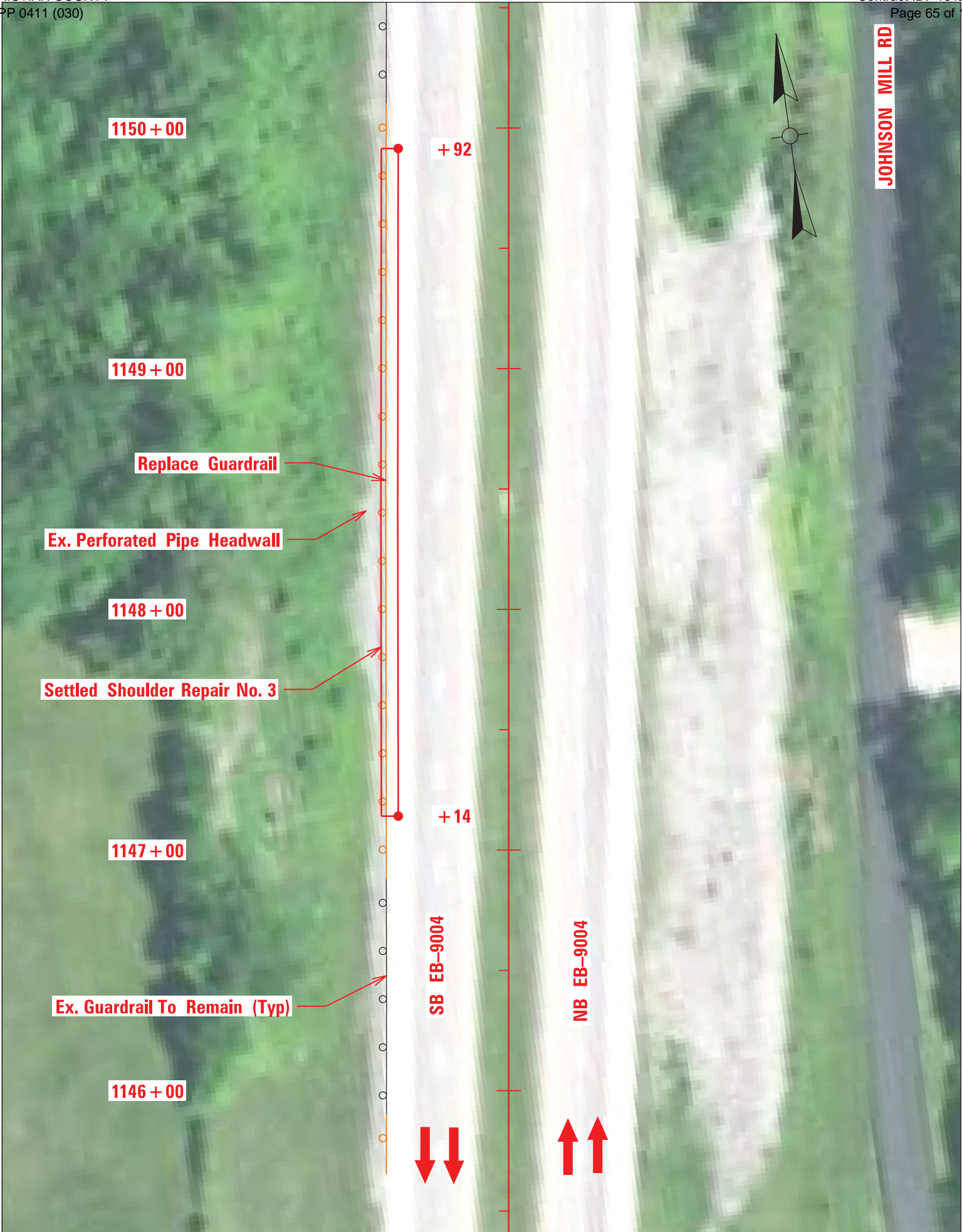
NOT TO SCALE 9



EB 9004 Rehab - Settled Shoulder Repair No. 1 - MP 13.47 - Scale 1" = 50'



EB 9004 Rehab - Settled Shoulder Repair No. 2 - MP 14.86 - Scale 1" = 50'



JOHNSON MILL RD

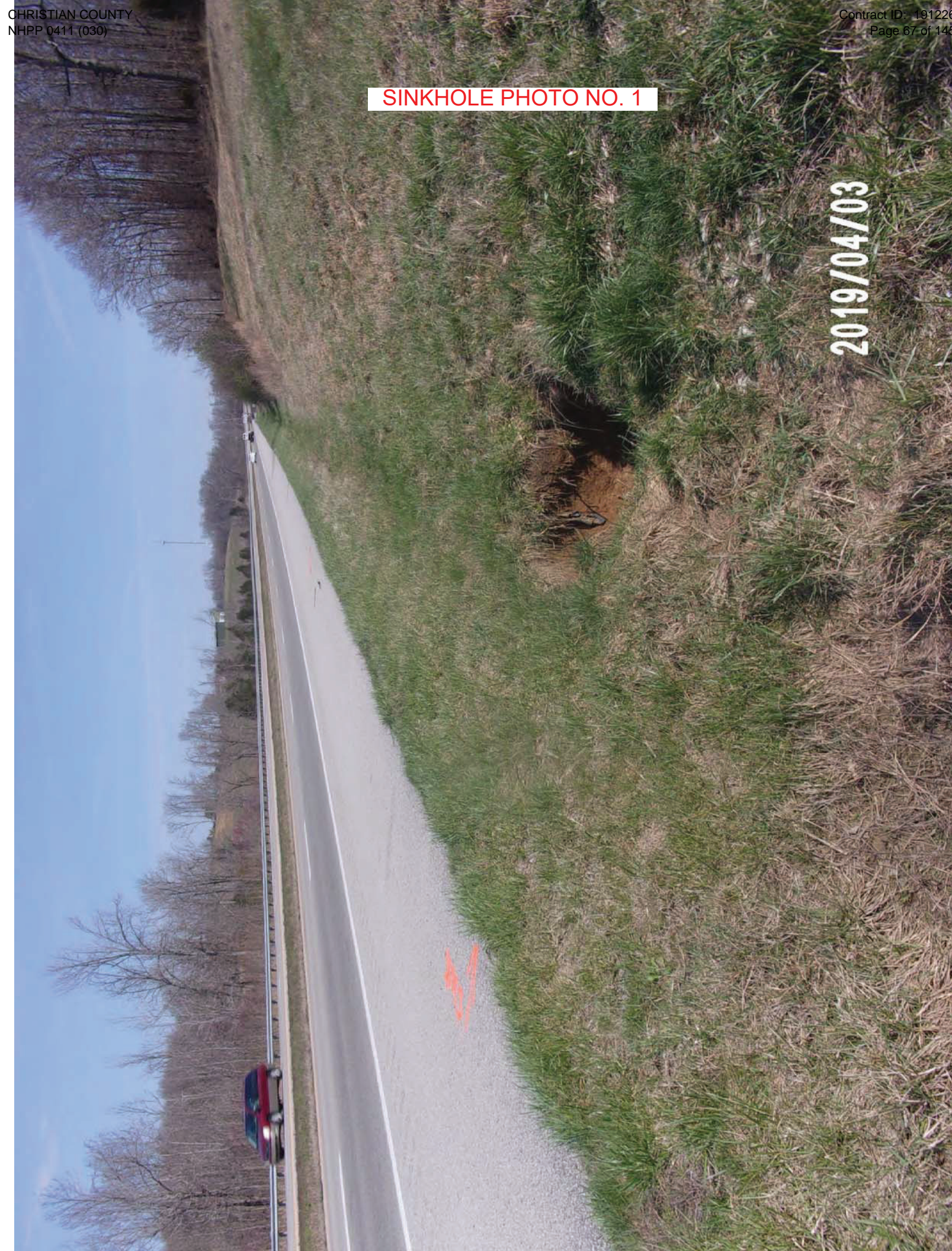
EB 9004 Rehab - Settled Shoulder Repair No. 3 - MP 15.63 - Scale 1" = 50'



EB 9004 Rehab - Sinkhole No. 1 - MP 13.04 - Scale 1" = 100'

SINKHOLE PHOTO NO. 1

2019/04/03



SINKHOLE PHOTO NO. 2

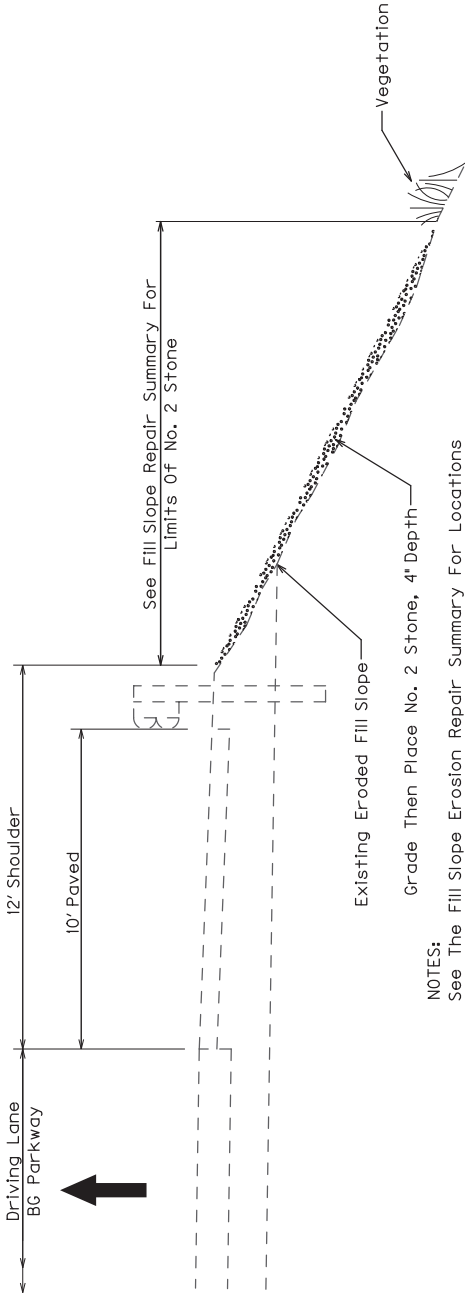
2019/04/03

SINKHOLE OPENING



FILL SLOPE EROSION REPAIR AND DITCH REPAIR DETAILS

FILL SLOPE EROSION REPAIR



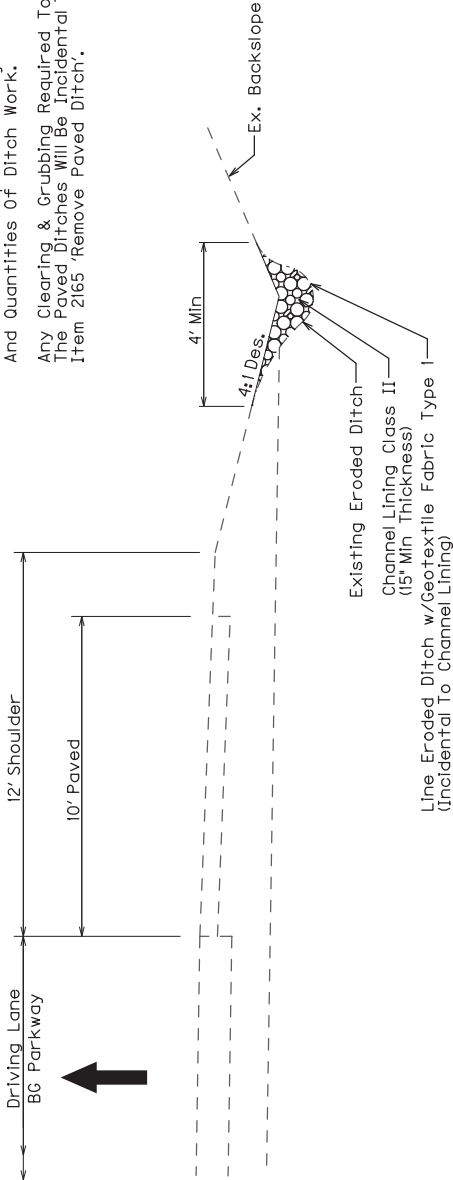
NOTES:
See The Fill Slope Erosion Repair Summary For Locations And Quantity Of No. 2 Stone.

Grading The Slope Prior To Placement Of No. 2 Stone Will Be Incidental To The Stone Bid Item.

A Quantity Of Channel Lining Class II Has Been Included On The Drainage Summary For Filling In Deeply Eroded Areas Prior To Grading And Placing The No. 2 Stone.

DITCH REPAIR

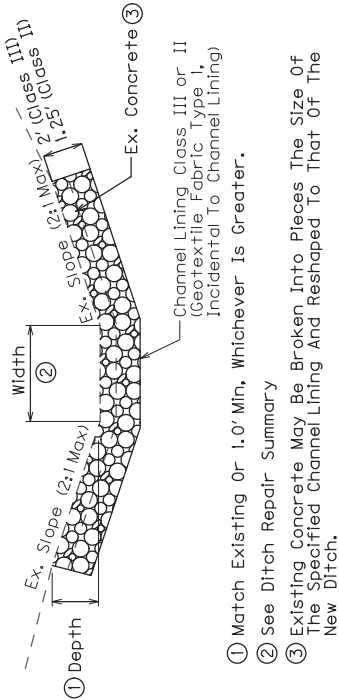
ROADWAY DITCHES



NOTES:
See The Ditch Repair Summary For Locations And Quantities Of Ditch Work.

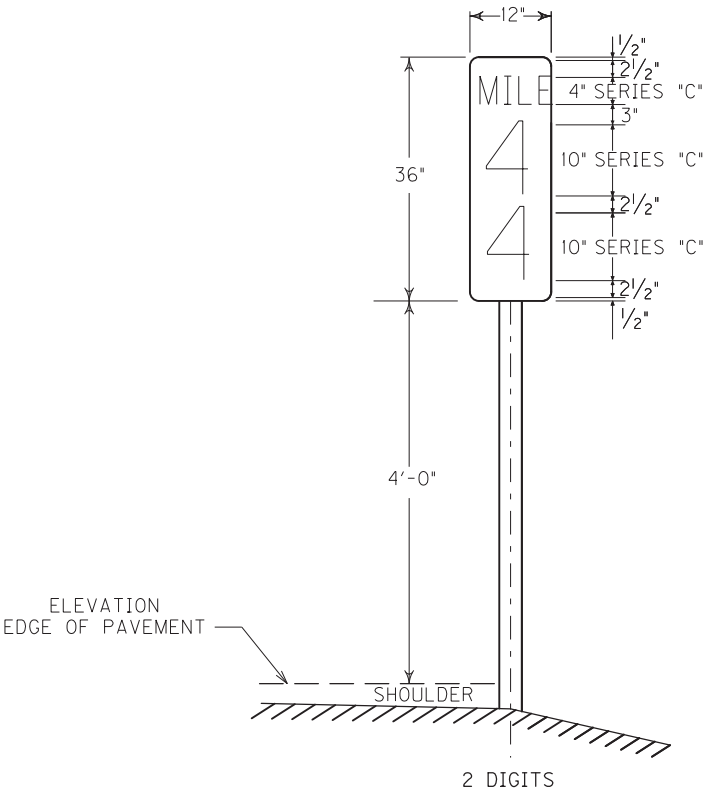
Any Clearing & Grubbing Required To Repair The Paved Ditches Will Be Incidental To Bid Item 2165 'Remove Paved Ditch'.

EX. BROKEN PAVED DITCHES



NOT TO SCALE

MILEPOST SIGN DETAIL AND SUMMARY



TYPICAL SIGN PANEL DIMENSIONS
AND MILEPOST LOCATION

MILE POINT LOCATIONS FOR NORTHBOUND DIRECTION	NUMBER OF MILE POSTS
13 & 16	2

BID ITEM	DESCRIPTION	UNIT	TOTAL
6412	STEEL POST MILE MARKERS	EACH	2

NOTES:
THE LOCATIONS OF MILE MARKERS TO BE DETERMINED BY THE ENGINEER.

**TRAFFIC CONTROL PLAN
EDWARD T. BREATHITT PARKWAY (EB-9004) REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00**

**THIS PROJECT IS FOR A FULLY
CONTROLLED ACCESS HIGHWAY**

TRAFFIC CONTROL GENERAL

Except as provided herein, “Maintain and Control Traffic” shall be in accordance with the 2019 Standard Specifications and the 2016 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

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

Reduce the speed limit in work areas to 55 miles per hour (10 miles per hour less than posted speed for ramps) and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the “WARNING FINE DOUBLED IN WORK ZONE” signs will be dual mounted. At the end of the work zone, the “END DOUBLE FINE” signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for temporary signs. Any relocation or covering of the signs will be incidental to “Maintain and Control Traffic”.

PROJECT PHASING & CONSTRUCTION PROCEDURES

This project has a fixed completion date. See the special note for Fixed Completion Date and Liquidated Damages.

Note that lane closures are required for the project. The minimum lane width shall be 11 ft. Stripe and taper according to the MUTCD and Standard Drawings.

Obtain the Engineer’s approval on the method of lighting prior to performing night work.

During the days and hours when a lane closure is allowed, implement the following procedures: Maintain traffic as specified in the phasing notes and typical sections.

The contractor must notify the Engineer at least fourteen (14) days prior to the beginning of each construction phase in either direction and at least seven (7) days prior to a ramp closure.

PHASE I

Shift traffic to the outside lane and shoulder and close the inside lane and shoulder to traffic.

- Northbound EB-9004: Mill & Texture 2 inches of the existing inside lane and inside shoulder, then place 2 inches of surface pavement on the milled lane and shoulder.
- Southbound EB-9004: Mill & Texture 1.5 inches of the existing inside lane and inside shoulder, then place 1.5 inches of surface pavement on the milled lane and shoulder.

Complete all inside shoulder work, and any other work shown in the proposal for the inside shoulder and median area (median slopes, ditches, roadway drainage, etc.).

Traffic channelizing devices are to be moved along with the active construction zone to minimize traffic on the shoulders.

The Phase I paving operation must begin prior to beginning the Phase II milling operation for each direction of traffic.

PHASE II

Shift traffic to the inside lane and shoulder and close the outside lane and shoulder to traffic.

- Northbound EB-9004: Mill & Texture 2 inches of the existing outside lane and 4 ft of the outside shoulder, then place 2 inches of surface pavement on the milled lane and shoulder.
- Southbound EB-9004: Perform the settled shoulder repairs as shown on the Settled Shoulder Repairs Detail and Plan sheets.
- Southbound EB-9004: Mill & Texture 1.5 inches of the existing outside lane and 4 ft of the outside shoulder (5 ft through the settled shoulder repair areas), then place 1.5 inches of surface pavement on the milled lane and shoulder and on the settled shoulder repair areas.

Complete all outside shoulder work, and any other work shown in the proposal for the outside shoulder and side slopes, ditches, or roadway drainage.

Traffic channelizing devices are to be moved along with the active construction zone to minimize traffic on the shoulders.

PHASE III – PERMANENT STRIPING

After all other work is completed, or when approved by the Engineer, place permanent striping and install the inlaid pavement markers. Mobile operations may be utilized.

COORDINATION OF WORK

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

LANE CLOSURES

Limit the lengths of lane closures to only that needed for actual operations in accordance with the phasing specified herein, or as directed by the Engineer. Only one lane closure in each direction at any time will be permitted. Lanes closures may not stay in place for more than 48 hours without work actively being performed in the closed lane. Contrary to section 112, lane closures will **NOT** be measured for payment, but are considered incidental to “Maintain and Control Traffic”.

SIGNS

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

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

FLASHING ARROWS

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

PORTABLE CHANGEABLE MESSAGE SIGNS

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

TRUCK MOUNTED ATTENUATORS

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

PAVEMENT MARKINGS

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

Any striping removal (temporary or permanent) shall be removed by waterblasting. Waterblasting and removal of temporary tape will be considered incidental to the "Maintain and Control Traffic" bid item.

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

1. Temporary will be 6" in width.
2. If the contractor's operations or phasing requires temporary markings which must be subsequently removed from the ultimate pavement, an approved removable lane tape will be used.
3. Edge lines will be required for temporary striping.
4. Existing, temporary, or permanent striping will be in place before a lane is opened to traffic.

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

PAVEMENT EDGE DROP-OFFS

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

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

Less than 2" – Protect with a lane closure.

2" to 4" – Protect with a lane closure. Place plastic drums, vertical panels, or barricades every 50 feet. Construct a wedge with compacted cuttings from milling, trenching, or asphalt mixtures with a 3:1 or flatter slope, when work is not active in the drop-off area. Place Type III Barricades at the beginning of the lane closures, and place additional Type III Barricades spaced at 2,500 feet during the time the lane closure is in place.

4" and greater - Drop-offs 4" or greater will be allowed during duration of the project. Protect with a lane or shoulder closure using drums, cones, or barricades. Place drums, or barricades with spacing not to exceed 20 feet and appropriate lighting should be utilized to illuminate the area during nighttime operations. Place Type III Barricades facing oncoming traffic at each drop off. If for any reason traffic must be maintained less than 6 feet from the drop off, wedge with DGA on 3:1 or flatter slope when work is not actively in progress in the drop-off area. Once excavation begins, work continuously to construct DGA and asphalt base to eliminate the drop-off. Drop-offs greater than 4 inches within 6 feet of traffic will not be allowed during non-working hours.

TRAFFIC COORDINATOR

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

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified in accordance with Department's 2012 Standard Specifications Sec. 112.03.12. The Traffic Coordinator will inspect the project maintenance of traffic once daily, including weekends, during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

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

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

CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' VEHICLES

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

NOT TO SCALE



① Barrels Are To Be Moved Along With The Milling And Paving Operations To Minimize Traffic On Shoulders.

**SPECIAL NOTES APPLICABLE TO
EDWARD T. BREATHITT (EB-9004) REHABILITATION PROJECT
CHRISTIAN COUNTY
ITEM NO. 2-20006.00**

- FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
- INTELLIGENT COMPACTION FOR ASPHALT MIXTURES
- PAVER MOUNTED TEMPERATURE CONTROLS
- 11N LONGITUDINAL PAVEMENT JOINT ADHESIVE
- NON-TRACKING TACK COAT
- ASPHALT RIDE QUALITY CAT A
- COMPACTION OPTION A
- HMA ELECTRONIC DELIVERY MANAGEMENT SYSTEM (HMA e-TICKETING)
- EXPERIMENTAL KYCT AND HAMBURG TESTING
- 1I PORTABLE CHANGEABLE MESSAGE SIGNS
- GUARDRAIL DELIVERY VERIFICATION SHEET
- WASTE AND BORROW SITES
- TYPICAL SECTION DIMENSIONS

OTHER SPECIAL NOTES MAY APPLY.

**Special Note for Fixed Completion Date
And Liquidated Damages
EB-9004 Rehabilitation Project
Christian County
Item No. 2-20006.00**

This project will have a fixed completion date of **October 15, 2019** for completion of all work associated with this project.

Liquidated damages per the 2019 edition of the Standard Specifications for Road and Bridge Construction will be charged for each calendar day for any work completed after **October 15, 2019**.

Contrary to Section 108.09 of the Standard Specifications, Liquidated Damages per the Standard Specifications will be charge during the months of December through March for all work that is not completed.

SPECIAL NOTE FOR NON-TRACKING TACK COAT

1. DESCRIPTION AND USAGE. 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 ¹ , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	20 max.	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

¹ 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. As required by the manufacturer, ensure the spray bar is equipped with #1 or #2 ¼” V-slot Etnyre nozzles. Other nozzles are not acceptable. Arrange the nozzles in the following patterns from left to right:

Nozzle number(s)	Activity	Orientation
1	On	Vertical
2	Off	-
3	On	Horizontal
4 & 5	Off	-
6	On	Horizontal
Continue 2 off and 1 on pattern through rest of spray bar system.		

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 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. Ensure the roadway temperature is a minimum of 40 °F and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, 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 initial heating to 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 rate of 0.50 pounds (0.06 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. If full coverage is not achieved, material application rate may be increased to ensure full coverage. Do not heat material more than twice in one day.

3.3 Non-tracking Tack Certification. Furnish the tacks 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 adhesive. 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. 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 - 18 103 - 105	15 - 16 106 - 107	14 108 - 109	≤13 ≥ 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	20 max.	≤ 21	22 - 23	24 - 25	26 - 27	≥ 28
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

Code
24970EC

Pay Item
Asphalt Material for Tack Non-Tracking

Pay Unit
Ton

April 30, 2018

SPECIAL NOTE FOR HMA ELECTRONIC DELIVERY MANAGEMENT SYSTEM (HMA e-Ticketing)

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

1.0 DESCRIPTION. Incorporate a GPS Fleet Management System for all HMA delivered to the project in order to monitor, track, and report loads of HMA during the construction processes from the point of measurement and loading to the point of incorporation to the project.

2.0 MATERIALS AND EQUIPMENT. Submit to the Engineer for approval, no fewer than 30 days prior to HMA placement activities, a GPS fleet management system supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain equipment.

Provide operator settings, user manuals, training videos, and required viewing/export software for review. Provide equipment that will meet the following:

1. A wireless fleet management or GPS device that is capable of tracking all delivery trucks (both company-owned and third-party) must be installed on all trucks and equipment (dump trucks, belly dumps, side-load dumps, transfer vehicles, pavers, or any other trucks/vehicles) used to transfer and incorporate HMA into the project. KYTC personnel shall have the ability to access Real Time monitoring through the use of a mobile device such as an iPad, smartphone, etc.
2. The fleet management system shall be fully integrated with the Contractor's Load Read-Out scale system at the HMA plant site.
3. The fleet management system shall have the ability to measure and track vehicles and their contents (weights and material types) continuously from the plant site to the project site. The system shall have internal battery backup capabilities due to loss of power, and have the ability to store data if GPS connectivity is lost and transmit that same data when unit re-establishes connectivity. To be considered continuous, no two data points shall be more than 60 seconds apart unless the vehicle is stopped. Duration of stop time for any reason shall be recorded.

3.0 CONSTRUCTION. Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

A. Construction Requirements

1. Install and operate equipment in accordance with the manufacturer's specifications.
2. Verify the GPS is working within the requirements of this Special Note.

B. Data Deliverables

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during paving operations.

1. Real-time Continuous Data Items

Provide the Engineer access to a GIS map-based data viewer which displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
 - UniqueTruck ID
 - Truck status
 - Time At Source
 - Time At Destination

- Time At Paver
 - Time At Scale
 - Time to and from plant/job
 - Time Stopped with Engine Running
 - Time of last transmission
 - Location (Latitude and Longitude in decimal degrees to nearest 0.0000001) every 60 seconds
 - Description of Material being transported (i.e. asphalt base, asphalt surface)
 - Mix Design Number
 - Net Weight of material being transported to the nearest 0.01 ton
 - Running Daily Total of Net Weight of material being transported to nearest 0.01 ton.
 - Project Number
-
- Scale Location
 - Project Location
 - Point of Delivery (i.e. paver)

2. Daily Summary

The following summary information shall be provided to the Engineer electronically within 4 hours of beginning operations on the next working day

- For each Material
 - List of Individual Loads
 - Contractor Name
 - Project Number
 - Unique Truck ID
 - Net Weight For Payment (nearest 0.01 tons)
 - Date
 - Mix Temperature at Time of Loading, Fahrenheit (to be key entered by plant)
 - Time Loaded
 - Time Unloaded
 - Delivery Location (Latitude/Longitude in decimal degrees to nearest 0.0000001)
- For each Bid Item
 - Total Quantity for Payment (nearest 0.01 tons)

4.0 MEASUREMENT. The Department will measure the HMA electronic delivery management system as a lump sum item.

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

1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
2. Delays due to GPS satellite reception of signals or equipment breakdowns will not be considered justification for contract modifications or contract extensions.
3. Payment will be full compensation for costs related to providing the GPS system, including all equipped pavers and transfer vehicles, integration with plant load-out systems, and any software required for the construction and reporting process. All quality control procedures including the GPS systems representative’s technical support and on-site training shall be included in the Contract lump sum price.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24986EC	HMA ELECTRONIC DELIVERY MANAGEMENT SYSTEM	LS

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 informational verification.

3.2.1 KYCT Frequency. Obtain an adequate sample of hot mix asphalt to insure 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, fabricate a minimum of 3 and up to 6 test specimens. The specimens shall be compacted at the temperature in accordance to KM 64-411. KYCT mix design specimens shall be short-term aged conditioned for four hours at compaction temperature in accordance to KM 64-411. Plant produced bituminous material will not be required for age conditioning and shall be fabricated immediately after the gyratory acceptance specimens have been fabricated. An acceptable transport container will be required to prevent the asphalt mixture from losing heat and to maintain the compaction temperature of the asphalt mixture until the KYCT gyratory samples can be fabricated. This will eliminate reheating of the asphalt mixture. To insure confidence and reliability of the test results provided by KYCT testing and Hamburg testing, reheating of the asphalt mixture is strongly discouraged. If reheating does occur, provide documentation on the Asphalt Mixtures Acceptance Workbook (AMAW).

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 to 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 to 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 AASTHO 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 KYCT Video Demonstration

<https://youtu.be/84j0bM45-hg>

6.0 Payment

Any additional labor and testing equipment that is required to fabricate and test the KYCT and Hamburg specimens shall be considered to be 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 3, 2019

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

SPECIAL NOTE FOR INTELLIGENT COMPACTION OF ASPHALT MIXTURES

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

1.0 DESCRIPTION. Provide and use Intelligent Compaction (IC) Rollers for compaction of all asphalt mixtures.

2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02, a minimum of one (1) IC roller is to be used on the project at all times, two (2) IC rollers will be required when the paving train consists of three (3) or more rollers. The Contractor is to only use the IC roller(s) for compaction as the breakdown and/or intermediate roller(s). All IC rollers will meet the following minimum characteristics:

1. Are self propelled double-drum vibratory rollers equipped with accelerometers mounted in or about the drum to measure the interactions between the rollers and compacted materials in order to evaluate the applied compactive effort. The IC rollers must have the approval of the Engineer prior to use. Examples of rollers equipped with IC technology can be found at www.IntelligentCompaction.com.
2. Are equipped with non-contact temperature sensors for measuring pavement surface temperatures.
3. The output from the roller is designated as the IC-MV which represents the stiffness of the materials based on the vibration of the roller drums and the resulting response from the underlying materials.
4. Are equipped with integrated on-board documentation systems that are capable of displaying real-time color-coded maps of IC measurement values including the stiffness response values, location of the roller, number of roller passes, machine settings, together with the material temperature, speed and the frequency and amplitude of roller drums. Ensure the display unit is capable of transferring the data by means of a cloud based system.
5. Are equipped with a mounted Global Positioning System GPS radio and receiver either a Real Time Kinematic (RTK-GPS) or Global Navigational Satellite System (GNSS) units that monitor the location and track the number of passes of the rollers. Accuracy of the positioning system is to be a minimum of 12 inches. Data is to be transferred to the Cabinet via a cloud based system within 30 minutes of collection.

3.0 WORK PLAN. Submit to the Engineer an IC Work Plan at the Preconstruction Conference and at least 2 weeks prior to beginning construction. Describe in the work plan the following:

1. Compaction equipment to be used including:
 - Vendor(s)
 - Roller model(s),
 - Roller dimensions and weights,
 - Description of IC measurement system,
 - GPS capabilities,
 - Documentation system,
 - Temperature measurement system, and
 - Software.
2. Roller data collection methods including sampling rates and intervals and data file types.
3. Transfer of data to the Engineer including method, timing, and personnel responsible. At the preconstruction meeting, provide the Cabinet with rights to allow for web access to the data file location. Access to the data is not to be hindered in any way. The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the thermal profile bid item. The Cabinet is to have access to all data as it is being collected. If a third party is used for collecting and distributing the data the Cabinet is to have the same access rights and time as the Contractor.
4. Training plan and schedule for roller operators, project foreman, project surveyors, and Cabinet personnel; including both classroom and field training. Training should be conducted at least 1 week before beginning IC construction. The training is to be performed by a qualified representative(s) from the IC Roller manufacture(s) to be used on the project. This training shall include how to access and use the data from the cloud data source.

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

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

A. Pre-Construction Test Section(s) Requirements.

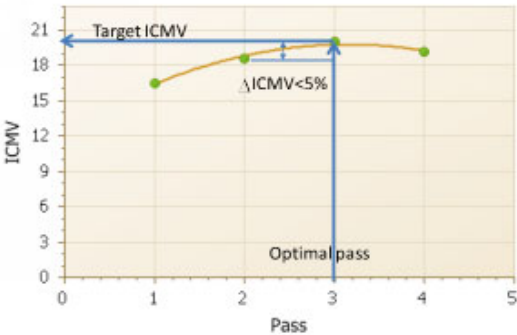
Three to five days prior to the start of production, ensure the proper setup of the GPS, IC roller(s) and the rover(s) by conducting joint GPS correlation and verification testing between the Contractor, GPS representative and IC roller manufacturer using the same datum.

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

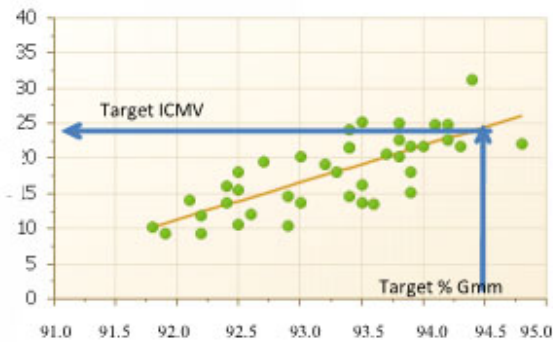
B. Construction Test Section(s) Requirements.

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

Conduct test section(s) on every lift and every asphalt mixture. Ensure test section quantities of 500 to 1,000 tons of mainline mixtures. Operate IC rollers in the low to medium amplitude range and at the same settings (speed, frequency) throughout the section while minimizing overlapping of the roller, **the settings are to be used throughout the project with no changes**. After each roller pass, the qualified technician from the contractor observed by the Department will use a nondestructive nuclear gauge that has been calibrated to the mixture to estimate the density of the asphalt at 10 locations uniformly spaced throughout the test section within the width of a single roller pass. The density readings and the number of roller passes needed to achieve the specified compaction will be recorded. The estimated target density will be the peak of the average of the nondestructive readings within the desired compaction temperature range for the mixture. The IC roller data in conjunction with the Veda software will create an IC compaction curve for the mixture. The target IC-MV is the point when the increase in the IC-MV of the material between passes is less than 5 percent on the compaction curve. The IC compaction curve is defined as the relationship between the IC-MV and the roller passes. A compaction curve example is as follows:



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



C. Construction Requirements.

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

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

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

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

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

5.0 MEASUREMENT. The Department will measure the total tons of asphalt mixtures compacted using the IC roller(s). Compaction is to be performed by a minimum of one (1) IC roller for a two (2) roller operation and a minimum of two (2) IC rollers when three (3) or more rollers are used for compaction. Material compacted by rollers not equipped with properly functioning IC equipment will not be accepted for payment of the bid item asphalt mixtures IC rolled. Use of

non-IC rollers can be accepted on small areas due to equipment malfunctions at the written approval of the Engineer. Paving operations should be suspended for equipment malfunctions that will extend over three days of operation.

Data is to be transferred to the cabinet in usable form no later than 30 minutes after collection. Data is to be transferred via a cloud based system.

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

- 1. Payment is full compensation for all work associated with providing IC equipped rollers, laptop computer, transmission of electronic data files, two copies of IC roller manufacturer software, and training.
- 2. Delays due to GPS satellite reception of signals to operate the IC equipment or IC roller breakdowns will not be considered justification for contract modifications or contract extensions.
- 3. Delays in data transfer will result in a reduction payment. Delays over 1 hour after collection are 75% pay, over 90 minutes are 50% pay, over 2 hours are 25% pay.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24781EC	Intelligent Compaction for Asphalt	Ton

March 14, 2019

SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES

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

1.0 DESCRIPTION. Provide a paver mounted infrared temperature equipment to continually monitor the temperature of the asphalt mat immediately behind all paver(s) during the placement operations for all mainline pavements (including ramps for Interstates and Parkways) within the project limits. Provide thermal profiles that include material temperature and measurement locations.

2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02 Utilize a thermal equipment supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verification, and data management and processing as needed during the Project to maintain equipment within specifications and requirements.

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

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

At the preconstruction meeting, provide the Cabinet with rights to allow for web access to the data file location. Access to the data is not to be hindered in any way. The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the thermal profile bid item. The Cabinet is to have access to all data as it is being collected. If a third party is used for collecting and distributing the data the Cabinet is to have the same access rights and time as the Contractor.

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

3.0 CONSTRUCTION. Provide the Engineer with all required documentation at the pre-construction conference.

- A. Install and operate equipment in accordance with the manufacturer’s specifications.
- B. Verify that the temperature sensors are within ± 2.0% using an independent temperature device on a material of known temperature. Collect and compare the GPS coordinates from the equipment with an independent measuring device.
 - 1. Ensure the independent survey grade GPS measurement device is calibrated to the correct coordinate system (using a control point), prior to using these coordinates to validate the equipment GPS.
 - 2. The comparison is considered acceptable if the coordinates are within 4 feet of each other in the X and Y direction.
- C. Collect thermal profiles on all mainline pavements during the paving operation and transfer the data to the “cloud” network or if automatic data transmission is not available, transfer the data to the Engineer at the end of daily paving.
- D. Contact the Department immediately when System Failure occurs. Daily Percent Coverage will be considered zero when the repairs are not completed within two (2) working days of System Failure. The start of this two (2) working day period begins the next working day after System Failure.
- E. Evaluate thermal profile segments, every 150 feet, and summarize the segregation of temperature results. Results are to be labeled as Minimal 0°-25°F, Moderate 25.1°-50°F and Severe >50°. Severe readings over 3 consecutive segments or over 4 or more segments in a day warrant investigation on the cause of the differential temperature distribution.

4.0 MEASUREMENT. The Department will measure the total area of the pavement lanes mapped by the infrared scanners. Full payment will be provided for all lanes with greater than 85% coverage. Partial payment will be made for all areas covered from 50% coverage to 85% coverage at the following rate Coverage area percentage X Total bid amount. And area with less than 50% coverage will not be measured for payment.

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



- 1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
- 2. Delays due to GPS satellite reception of signals or equipment breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24891EC	Pave Mount Infrared Temp Equipment	Square Foot

March 14, 2019

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY & UTILITIESTC 62-226
Rev. 01/2016
Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
2-20006	Christian	FD52 024 9004 012-017	NHPP 0411 (030)
PROJECT DESCRIPTION			
Asphalt pavement rehab on EB-9004 between MP 12.053 to MP 16.239.			
<input checked="" type="checkbox"/> No Additional Right of Way Required			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> Condition # 1 (Additional Right of Way Required and Cleared)			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> Condition # 2 (Additional Right of Way Required with Exception)			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> Condition # 3 (Additional Right of Way Required with Exception)			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION	
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			
Notes/ Comments (Use Additional Sheet if necessary)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Jennifer K. Cox
Signature		Signature	
Date		Date	jenniferk.cox@ky.gov 2019.05.23 11:59:14 -05'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	No Signature Required
Signature		Signature	as per FHWA-KYTC
Date	2019.05.23 13:43:07 -05'00'	Date	Current Stewardship Agreement

UTILITIES AND RAIL CERTIFICATION NOTE

Christian County
2-20006
NHPP 0411 (030)
FD52 024 9004 012-017

GENERAL PROJECT NOTE ON UTILITY PROTECTION

No Know Utility Impacts

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

N/A

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

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

N/A

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

N/A

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

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)

See special notes for Rail Road protection in the proposal.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

UTILITIES AND RAIL CERTIFICATION NOTE

Christian County
2-20006
NHPP 0411 (030)
FD52 024 9004 012-017

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

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

BEFORE YOU DIG

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

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

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Informatio</u>
-------------------------------	---------------------	---------------------------

Contract Id: _____ Contractor: _____

Section Engineer: _____ District & County: _____

DESCRIPTION	UNIT	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD
GUARDRAIL (Includes End treatments & crash cushions)	LF	_____	_____
STEEL POSTS	EACH	_____	_____
STEEL BLOCKS	EACH	_____	_____
WOOD OFFSET BLOCKS	EACH	_____	_____
BACK UP PLATES	EACH	_____	_____
CRASH CUSHION	EACH	_____	_____
NUTS, BOLTS, WASHERS	BAG/BCKT	_____	_____
DAMAGED RAIL TO MAINT. FACILITY	LF	_____	_____
DAMAGED POSTS TO MAINT. FACILITY	EACH	_____	_____

***Required Signatures before Leaving Project Site**

Printed Section Engineer’s Representative_____ & Date_____

Signature Section Engineer’s Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

***Required Signatures after Arrival at Bailey Bridge Yard (All material on truck must be counted & the quantity received column completed before signatures)**

Printed Bailey Bridge Yard Representative_____ & Date_____

Signature Bailey Bridge Yard Representative_____ & Date_____

Printed Contractor’s Representative_____ & Date_____

Signature Contractor’s Representative_____ & Date_____

**Payment for the bid item remove guardrail will be based upon the quantities shown in the Bailey Bridge Yard received column. Payment will not be made for guardrail removal until the guardrail verification sheets are electronically submitted to the Section Engineer by the Bailey Bridge Yard Representative.

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 2016*.

SUPPLEMENTAL SPECIFICATIONS

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

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

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

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

*Insert numerals as directed by the Engineer.

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

2.3 Power.

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

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

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

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

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

4.0 MEASUREMENT. The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

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

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

Effective June 15, 2012

SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

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

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

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

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

2.2. Equipment.

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

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

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

3. CONSTRUCTION.

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

11N

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

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

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

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

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

11N

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

Code
20071EC

Pay Item
Joint Adhesive

Pay Unit
Linear Foot

May 7, 2014

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

- a. Apprentices (programs of the USDOL).

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

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

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

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

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

- b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

General Decision Number: KY190040 05/17/2019 KY40

Superseded General Decision Number: KY20180102

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	05/17/2019

BRIN0004-002 06/01/2017

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN,

MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER		
Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 30.50	15.16
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 26.80	12.38
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 30.00	15.16

BRTN0004-005 06/01/2017		

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.80	12.38

CARP0357-002 04/01/2016		

	Rates	Fringes
CARPENTER.....	\$ 27.70	17.03
Diver.....	\$ 41.93	17.03
PILEDRIVERMAN.....	\$ 27.95	17.03

ELEC0369-006 05/30/2018		

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.66	17.01

ELEC0429-001 06/01/2018		

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 26.77	12.94

ELEC0816-002 05/28/2018		

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.....	\$ 32.87	25.5%+7.05
Cable spicers receive \$.25 per hour additional.		

ELEC1701-003 06/01/2018		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.04	15.74
Cable spicers receive \$.25 per hour additional.		

ELEC1925-002 01/01/2019		

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

	Rates	Fringes
CABLE SPLICER.....	\$ 25.80	12.16
ELECTRICIAN.....	\$ 25.20	13.74

ENGI0181-017 07/01/2017		

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

OPERATING ENGINEER CLASSIFICATIONS

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

Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted 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.

IRON0070-005 06/01/2018

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

	Rates	Fringes
IRONWORKER		
Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 28.79	22.50

IRON0103-004 08/01/2018

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:.....	\$ 28.66	22.435

IRON0492-003 05/01/2018		

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:.....	\$ 26.11	14.02

IRON0782-006 05/01/2018		

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

	Rates	Fringes
Ironworkers:		

Projects with a total		
contract cost of		
\$20,000,000.00 or above.....	\$ 28.79	24.17
All Other Work.....	\$ 27.20	22.75

LABO0189-005 07/01/2018

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

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

LABO0189-006 07/01/2018

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.07	14.21
GROUP 2.....	\$ 23.32	14.21
GROUP 3.....	\$ 23.37	14.21
GROUP 4.....	\$ 23.97	14.21

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

LABO0561-001 07/01/2018

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.71	15.00
GROUP 2.....	\$ 22.96	15.00
GROUP 3.....	\$ 23.01	15.00
GROUP 4.....	\$ 23.61	15.00

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

PAIN0032-002 09/01/2018

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 33.56	16.13
All Other Work.....	\$ 31.86	16.13
Spray, Blast, Steam, High & Hazardous (Including Lead		

Abatement) and All Epoxy - \$1.00 Premium

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

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

PAIN0156-006 04/01/2015

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

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

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

PAIN0500-002 06/01/2018

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

	Rates	Fringes
Painters:		
Bridges.....	\$ 27.75	13.60

All Other Work.....\$ 21.50 13.60

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

PLUM0184-002 07/01/2018

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

	Rates	Fringes
Plumber; Steamfitter.....	\$ 35.06	18.18

PLUM0502-004 08/01/2018

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 34.62	20.78

PLUM0633-002 07/01/2017

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 31.47	16.80

* TEAM0089-003 04/01/2019

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

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 20.82	21.96
Group 2.....	\$ 21.00	21.96
Group 3.....	\$ 21.08	21.96
Group 4.....	\$ 21.10	21.96

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting
materials; Ross Carrier; Fork Lift when used to transport

building materials; Driver on Pavement Breaker; Euclid and
Other Heavy Earth Moving Equipment; Low Boy; Articulator
Cat; Five Axle Vehicle

* TEAM0215-003 04/01/2019

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 22.45	21.96
Group 2.....	\$ 22.68	21.96
Group 3.....	\$ 22.75	21.96
Group 4.....	\$ 22.76	21.96

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

* TEAM0236-001 04/01/2019

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

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 20.82	21.96
Group 2.....	\$ 21.00	21.96
Group 3.....	\$ 21.00	21.96
Group 4.....	\$ 20.10	21.96
Group 5.....	\$ 21.08	21.96

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

GROUP 5: Mixer All Types

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

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

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

Union Rate Identifiers

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

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
18.2%	6.9%

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

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

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

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

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

PART IV

INSURANCE

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

PART V

BID ITEMS

Report Date 7/1/19

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	5,980.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	630.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	75.60	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	161.00	TON		\$	
0050	00332		CL3 ASPH SURF 0.50A PG76-22	15,202.00	TON		\$	
0060	02091		REMOVE PAVEMENT	423.00	SQYD		\$	
0070	02599		FABRIC-GEOTEXTILE TYPE IV	628.00	SQYD		\$	
0080	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0090	02677		ASPHALT PAVE MILLING & TEXTURING	15,170.00	TON		\$	
0100	20071EC		JOINT ADHESIVE	44,302.00	LF		\$	
0110	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	88,604.00	LF		\$	
0120	22861EN		HIGH STRENGTH GEOTEXTILE FABRIC TY V	677.00	SQYD		\$	
0130	24781EC		INTELLIGENT COMPACTION FOR ASPHALT	15,363.00	TON		\$	
0140	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	1,428,480.00	SF		\$	
0150	24970EC		ASPHALT MATERIAL FOR TACK NON-TRACKING	39.60	TON		\$	
0160	24986EC		HMA ELECTRONIC DELIVERY MGMT SYSTEM	1.00	L S		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0170	00078		CRUSHED AGGREGATE SIZE NO 2	999.00	TON		\$	
0180	01010		NON-PERFORATED PIPE-4 IN	60.00	LF		\$	
0190	01020		PERF PIPE HEADWALL TY 1-4 IN	3.00	EACH		\$	
0200	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	174.00	EACH		\$	
0210	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0220	02200		ROADWAY EXCAVATION	25.00	CUYD		\$	
0230	02351		GUARDRAIL-STEEL W BEAM-S FACE	1,537.50	LF		\$	
0240	02369		GUARDRAIL END TREATMENT TYPE 2A	15.00	EACH		\$	
0250	02381		REMOVE GUARDRAIL	1,537.50	LF		\$	
0260	02471		FILL AND CAP SINKHOLE	1.00	EACH		\$	
0270	02562		TEMPORARY SIGNS	500.00	SQFT		\$	
0280	02575		DITCHING AND SHOULDERING	22,151.00	LF		\$	
0290	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0300	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0310	02701		TEMP SILT FENCE	2,000.00	LF		\$	
0320	02703		SILT TRAP TYPE A	5.00	EACH		\$	
0330	02704		SILT TRAP TYPE B	10.00	EACH		\$	
0340	02705		SILT TRAP TYPE C	10.00	EACH		\$	
0350	02726		STAKING	1.00	LS		\$	
0360	02775		ARROW PANEL	2.00	EACH		\$	
0370	05950		EROSION CONTROL BLANKET	2,530.00	SQYD		\$	
0380	05963		INITIAL FERTILIZER	1.00	TON		\$	
0390	05964		MAINTENANCE FERTILIZER	1.00	TON		\$	
0400	05985		SEEDING AND PROTECTION	2,000.00	SQYD		\$	

Report Date 7/1/19

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0410	05992		AGRICULTURAL LIMESTONE	3.00	TON		\$	
0420	06401		FLEXIBLE DELINEATOR POST-M/W	282.00	EACH		\$	
0430	06412		STEEL POST MILE MARKERS	2.00	EACH		\$	
0440	06511		PAVE STRIPING-TEMP PAINT-6 IN	132,906.00	LF		\$	
0450	06542		PAVE STRIPING-THERMO-6 IN W	55,378.00	LF		\$	
0460	06543		PAVE STRIPING-THERMO-6 IN Y	44,302.00	LF		\$	
0470	06549		PAVE STRIPING-TEMP REM TAPE-B	5,000.00	LF		\$	
0480	06550		PAVE STRIPING-TEMP REM TAPE-W	5,000.00	LF		\$	
0490	06551		PAVE STRIPING-TEMP REM TAPE-Y	5,000.00	LF		\$	
0500	10020NS		FUEL ADJUSTMENT	14,609.00	DOLL	\$1.00	\$	\$14,609.00
0510	10030NS		ASPHALT ADJUSTMENT	27,653.00	DOLL	\$1.00	\$	\$27,653.00
0520	24489EC		INLAID PAVEMENT MARKER	554.00	EACH		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0530	00462		CULVERT PIPE-18 IN	4.00	LF		\$	
0540	00464		CULVERT PIPE-24 IN	28.00	LF		\$	
0550	01204		PIPE CULVERT HEADWALL-18 IN	1.00	EACH		\$	
0560	01208		PIPE CULVERT HEADWALL-24 IN	3.00	EACH		\$	
0570	01434		SLOPED BOX OUTLET TYPE 1-24 IN	1.00	EACH		\$	
0580	02165		REMOVE PAVED DITCH	440.00	SQYD		\$	
0590	02220		FLOWABLE FILL	7.50	CUYD		\$	
0600	02483		CHANNEL LINING CLASS II	373.00	TON		\$	
0610	02484		CHANNEL LINING CLASS III	745.00	TON		\$	
0620	03260		CLEAN ROADWAY DRAINS	3.00	EACH		\$	
0630	20366NN		REPLACE GRATE	3.00	EACH		\$	

Section: 0004 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0640	02568		MOBILIZATION	1.00	LS		\$	
0650	02569		DEMOBILIZATION	1.00	LS		\$	