

CALL NO. <u>100</u> CONTRACT ID. <u>191026</u> <u>ROCKCASTLE COUNTY</u> FED/STATE PROJECT NUMBER <u>NHPP IM 0753 (101)</u> DESCRIPTION <u>1-75</u> WORK TYPE <u>ASPHALT PAVEMENT & ROADWAY REHAB</u> PRIMARY COMPLETION DATE <u>8/1/2019</u>

LETTING DATE: May 24,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME May 24,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

# NO PLANS ASSOCIATED WITH THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 7.50%** 

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

# TABLE OF CONTENTS

# PART I SCOPE OF WORK

- PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES
- CONTRACT NOTES
- FEDERAL CONTRACT NOTES
- ASPHALT MIXTURE
- DGA BASE
- DGA BASE FOR SHOULDERS
- INCIDENTAL SURFACING
- FUEL AND ASPHALT PAY ADJUSTMENT
- ASPHALT PAVEMENT RIDE QUALITY CAT A
- COMPACTION OPTION A
- SPECIAL NOTE(S) APPLICABLE TO PROJECT
- WASTE AND BORROW SITES
- SPECIAL NOTE FOR INTELLIGENT COMPACTION FOR ASPHALT MIXTURES
- SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES
- RIGHT OF WAY NOTES
- UTILITY IMPACT & RAIL CERTIFICATION NOTES

# PART II SPECIFICATIONS AND STANDARD DRAWINGS

- SPECIFICATIONS REFERENCE
- SUPPLEMENTAL SPECIFICATION
- [SN-11] PORTABLE CHANGEABLE SIGNS
- [SN-11N] LONGITUDINAL PAVEMENT JOINT ADHESIVE

# PART III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

- FEDERAL-AID CONSTRUCTION CONTRACTS FHWA 1273
- NONDISCRIMINATION OF EMPLOYEES
- EXECUTIVE BRANCH CODE OF ETHICS
- PROJECT WAGE RATES LOCALITY 2 / FEDERAL
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO ROCKCASTLE

PART IV INSURANCE

# PART V BID ITEMS

# PART I

# **SCOPE OF WORK**

# **ADMINISTRATIVE DISTRICT - 08**

# CONTRACT ID - 191026

NHPP IM 0753 (101)

**COUNTY - ROCKCASTLE** 

## PCN - DE10200751926 NHPP IM 0753 (101)

I-75 ADDRESS PAVEMENT CONDITIONS ON I-75 BOTH DIRECTIONS FROM MP 71.668 TO MP 73.408, A DISTANCE OF 01.74 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 08-20004.00. GEOGRAPHIC COORDINATES LATITUDE 37:31:32.00 LONGITUDE 84:19:10.00

## COMPLETION DATE(S):

COMPLETED BY 08/01/2019 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 <u>KRS 14A.9-010</u> to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under <u>KRS 14A.9-030</u> 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 <u>KRS 14A.9-010</u>, the foreign entity should identify the applicable exception. Foreign entity is defined within <u>KRS 14A.1-070</u>.

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 <u>https://secure.kentucky.gov/sos/ftbr/welcome.aspx</u>.

# 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 <u>kytc.projectquestions@ky.gov</u>. 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 (<u>www.transportation.ky.gov/contract</u>). 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 <u>will not</u> 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. <u>The project will not be considered for award prior to</u> 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 certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;

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 REOUIREMENTS OF THE PROJECT

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

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

# PROMPT PAYMENT

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

# CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (<u>TC 18-7</u>) 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: <u>http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx</u>

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

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development

6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

# **DEFAULT OR DECERTIFICATION OF THE DBE**

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

1/27/2017

# LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO <u>PREFERENCE ACT (CPA).</u> (REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

• To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

• To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

# ASPHALT MIXTURE

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

# DGA BASE

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

# DGA BASE FOR SHOULDERS

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

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

# INCIDENTAL SURFACING

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

# FUEL AND ASPHALT PAY ADJUSTMENT

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

# 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.

# ROCKCASTLE COUNTY INTERSTATE 75 MP 71.668 to MP 73.408 Construction Numbers FD52 102 0075 071–074 NHPPIM 0753 (101) Item Number: 8–20004.00

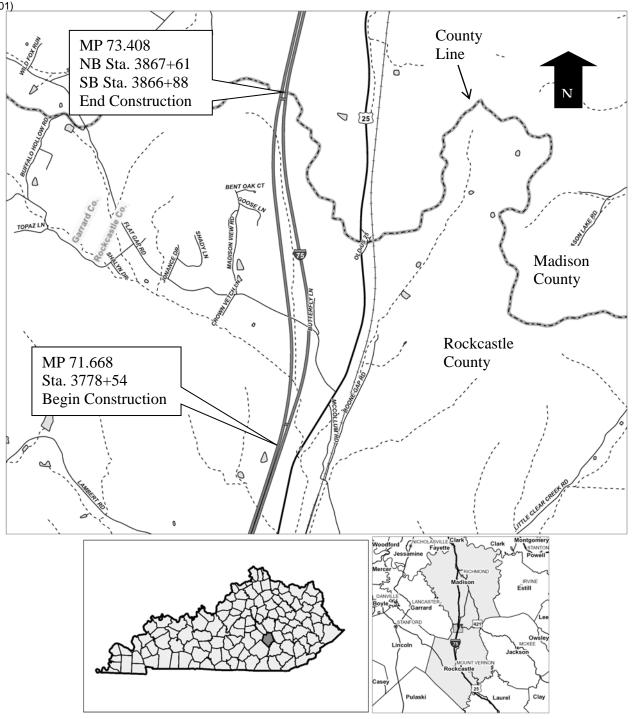
Prepared For The Kentucky Transportation Cabinet



# Prepared By

# DLZ WMB

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



Not to Scale

| Item Number:          | 8-20004.00                               |       |  |
|-----------------------|--|-------|--|
| Construction Numbers: | FD52 102 0075 071-074 & NHPPIM 0753 (10) |       |  |
| Letting Date:         | <u>May 24, 2019</u>                      |       |  |
| Recommended By:       | ANDRE JOHANNES Project Manager           | Date: |  |
| Plan Approved By:     | State Highway Engineer                   | Date: |  |

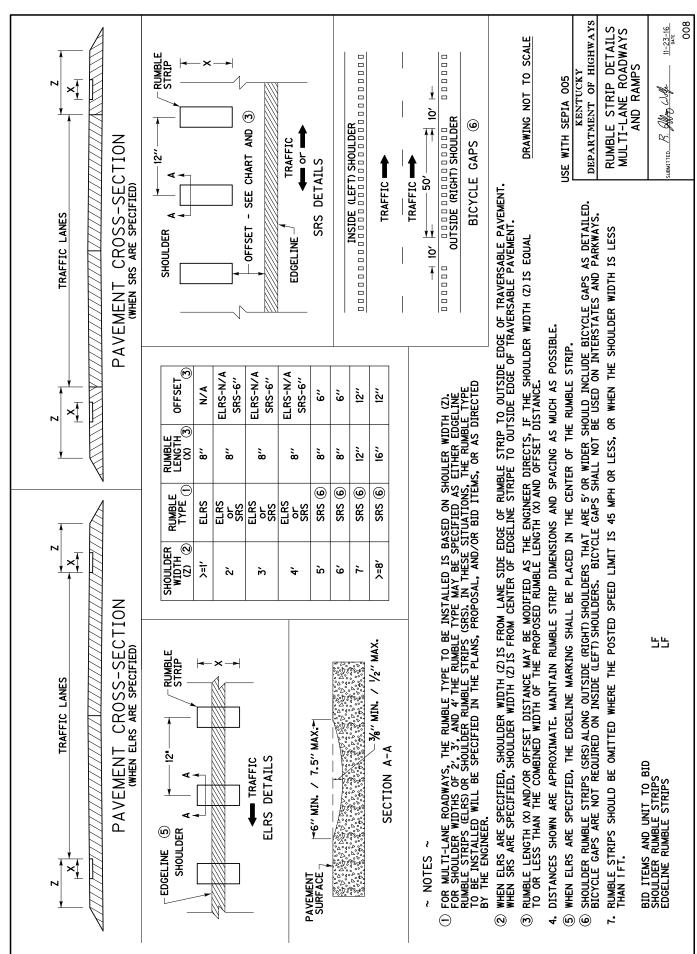
# TABLE OF CONTENTS

# Cover Sheet

- Layout Sheet
- Table of Contents
- Applicable Standard Drawings & Sepias
- **Typical Sections**
- General Summary
- Pavement Summary
- Pavement Areas Summary
- Guardrail Summary
- Guardrail Delivery Verification Sheet
- Location of Existing Perforated Pipe Headwalls Summary
- Fill Slope Erosion Repair Summary
- General Notes
- Plan Sheets
- Signing Summary & Details
- Fill Slope And Erosion Repair Detail
- Subsurface Drain Location And Profile
- Subsurface Drain Detail
- I-75 NB Slide Correction @ MP 72.8 Plan
- I-75 NB Slide Correction @ MP 72.8 Typical Section
- I-75 NB Slide Correction @ MP 72.8 Profile and Underdrain Details
- I-75 NB Slide Correction @ MP 72.8 Paving Areas & Quantities
- I-75 NB Slide Correction @ MP 72.8 Coordinate Control Information
- I-75 NB Slide Correction @ MP 72.8 Cross Sections
- Traffic Control Notes
- Maintenance of Traffic Typical Sections
- I-75 NB Slide Correction @ MP 72.8 Traffic Control Plan
- Applicable Special Notes

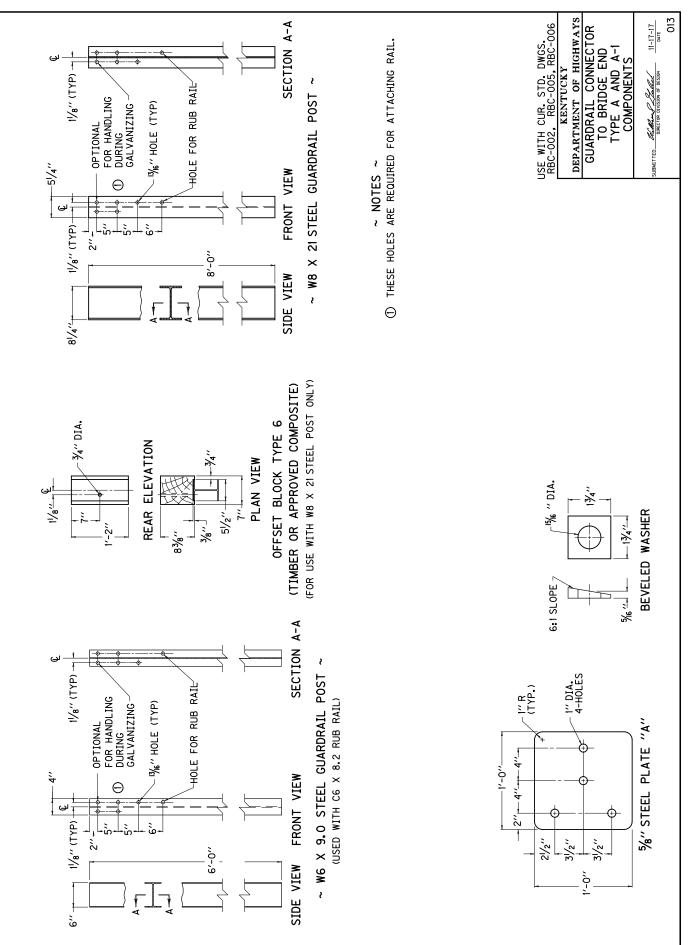
# REFERENCES

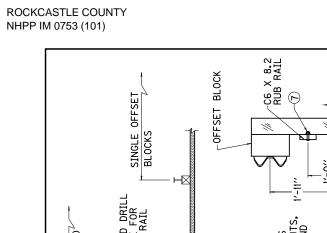
- 1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2012
- 2. FHWA Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition w/Revisions
- 3. Kentucky Department of Highways Standard Drawings, 2016 edition, as applicable:
  - RBI-002-07 Typical Guardrail Installations
  - RBM-020-09 Delineators For Concrete Barriers
  - RBM-115-10 Concrete Barrier Wall Type 9T (Temporary)
  - RBR-005-11 Guardrail Components
  - RBR-010-06 Guardrail Terminal Sections
  - RDD 040-05 Channel Lining Class II And Class III
  - RDI-040-01 Erosion Control Blanket Slope Installation
  - RDI-041-01 Erosion Control Blanket Channel Installation
  - RDP-001-06 Perforated Pipe Types And Cover Heights
  - RDP-010-09 Perforated Pipe Headwalls
  - RDX-210-03 Silt Fence
  - RDX-220-05 Silt Trap Type A
  - RDX-225-01 Silt Trap Type B
  - RDX-230-01 Silt Trap Type C
  - TPM-105-03 Pavement Marker Arrangements Multi-Lane Roadways
  - TPM-170 Flexible Delineator Post Arrangements For Horizontal Curves
  - TPM-171 Flexible Delineator Post Arrangements For Interchange Ramp And Crossovers
  - TTC-115-03 Lane Closure Multi-Lane Highway Case I
  - TTC-120-03 Lane Closure Multi-Lane Highway Case II
  - 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
  - TTS-115-02 Mobile Operation for Paint Striping Case IV
- 4. Kentucky Department of Highways Sepias, as applicable:
  - Drawing No. 008 Rumble Strip Details Multi-Lane Roadways And Ramps
  - Drawing No. 013 Guardrail Connector To Bridge End Type A and A-1 Components
  - Drawing No. 015 Guardrail Connector To Bridge End Type A
  - Drawing No. 016 Guardrail Connector To Bridge End Type A-1
  - Drawing No. 021 Crash Cushion Type VI-BT
  - Drawing No. 024 Typical Guardrail Installations
  - Drawing No. 025 Installation Of Guardrail End Treatment Type 1
  - Drawing No. 027 Steel Beam Guardrail ("W" Beam)
  - Drawing No. 028 Steel Guardrail Posts
  - Drawing No. 029 Guardrail End Treatment Type 1
  - Drawing No. 032 Delineators For Guardrail
  - Drawing No. 033 Guardrail System Transition

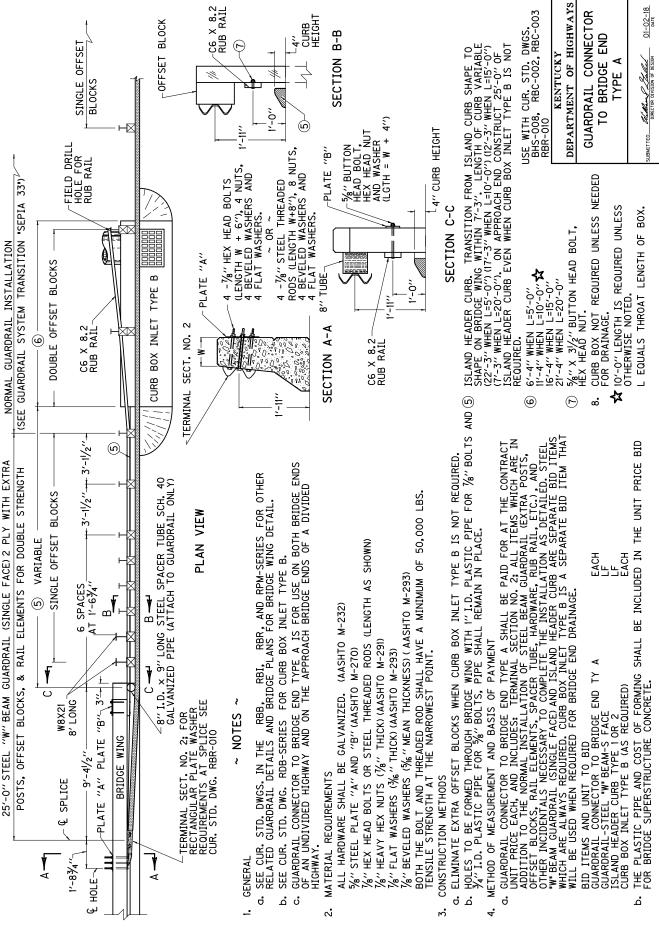


ROCKCASTLE COUNTY NHPP IM 0753 (101)

Page 21 of 135



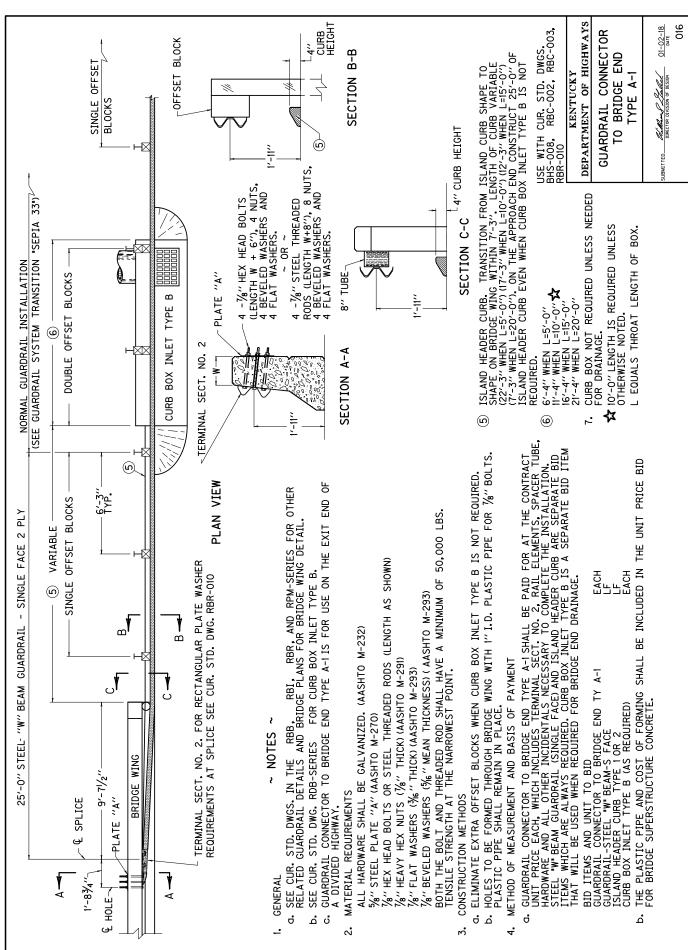




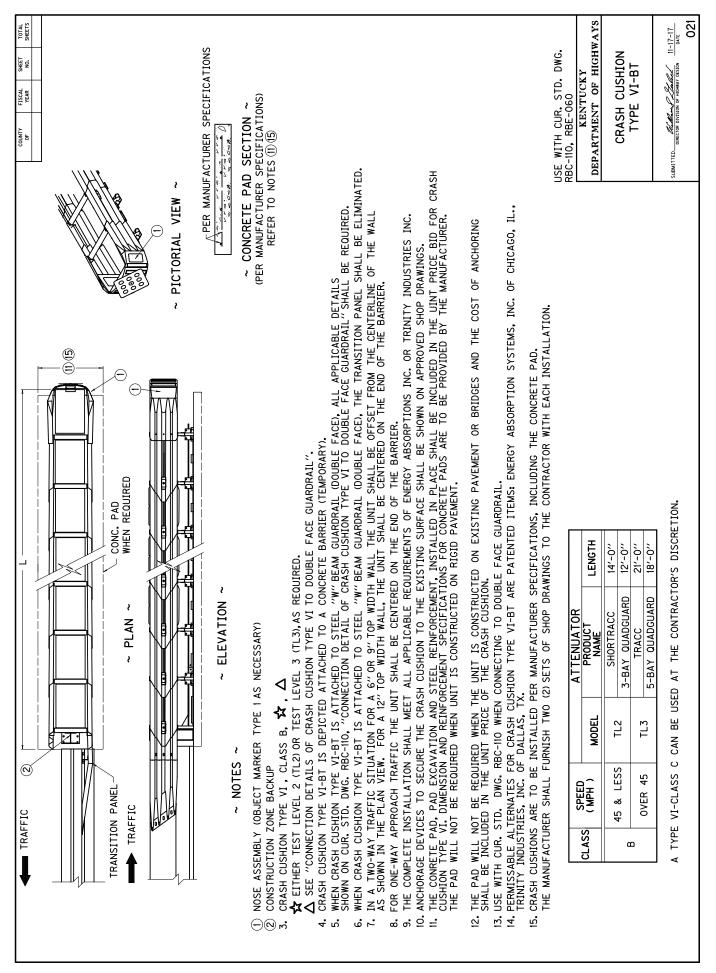
Contract ID: 191026 Page 23 of 135

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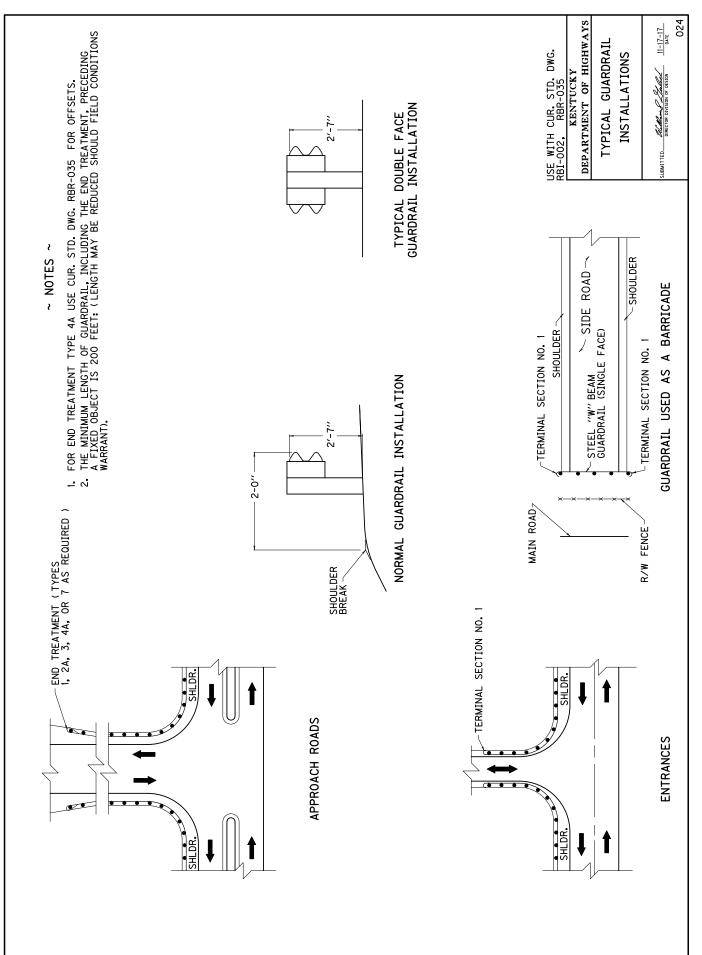


Contract ID: 191026 Page 24 of 135

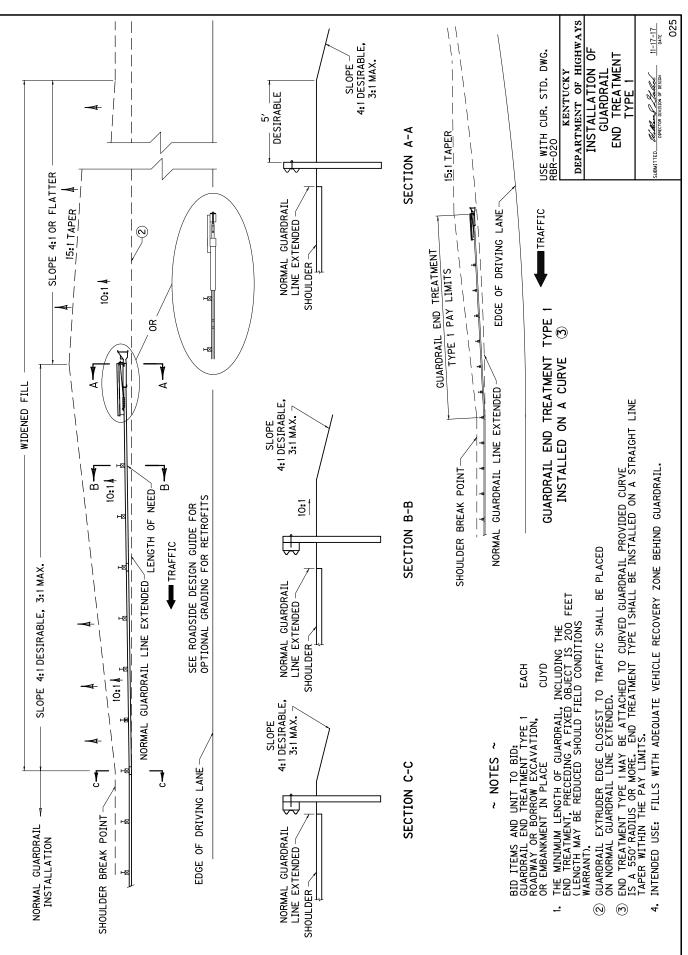


ROCKCASTLE COUNTY NHPP IM 0753 (101)

Page 25 of 135

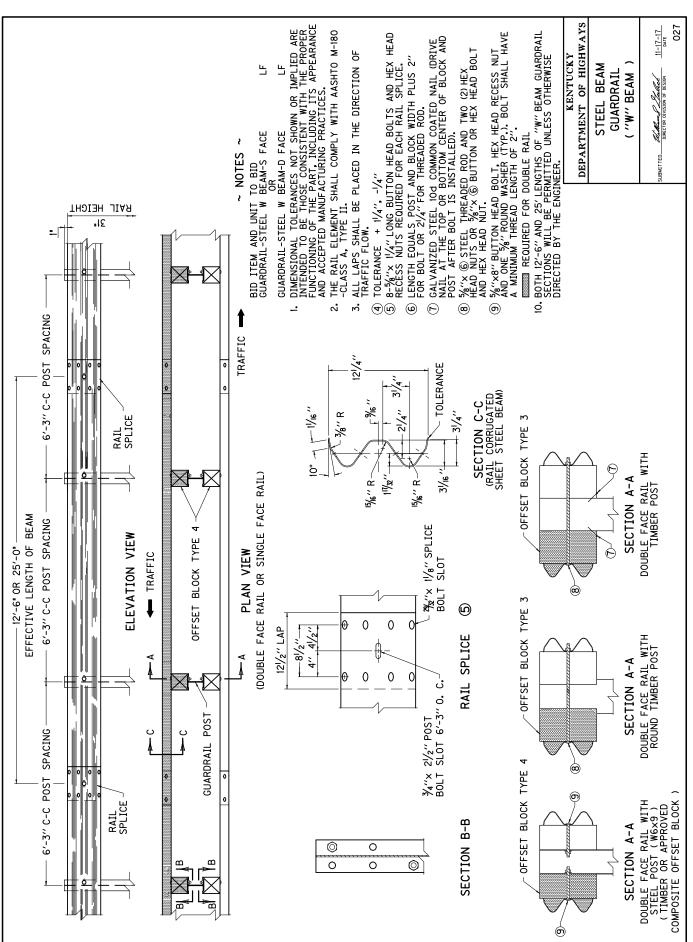




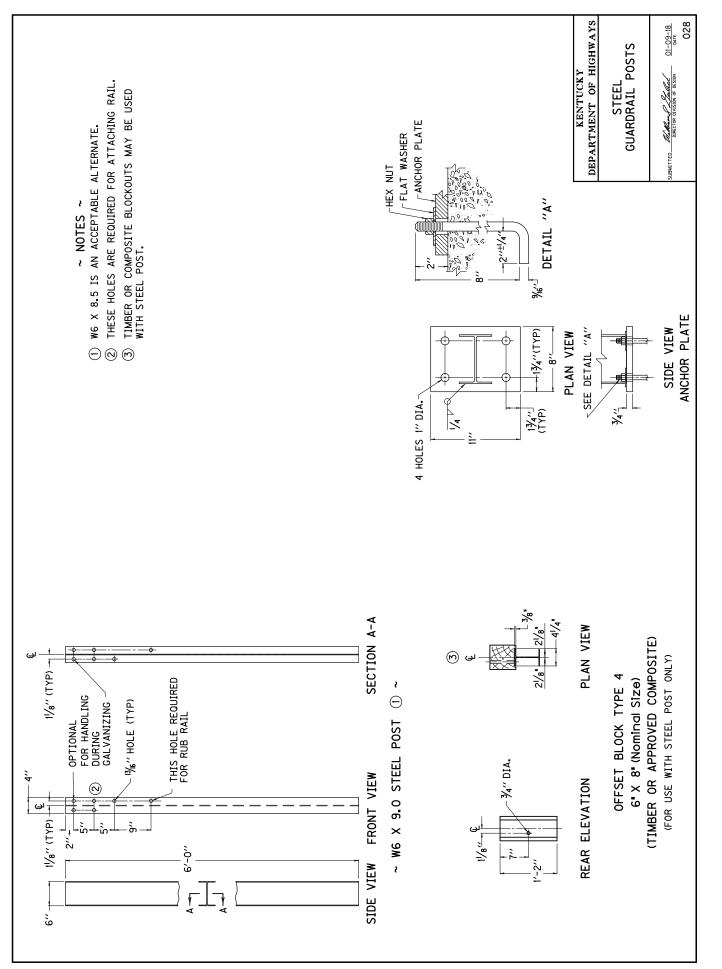


Contract ID: 191026 Page 27 of 135



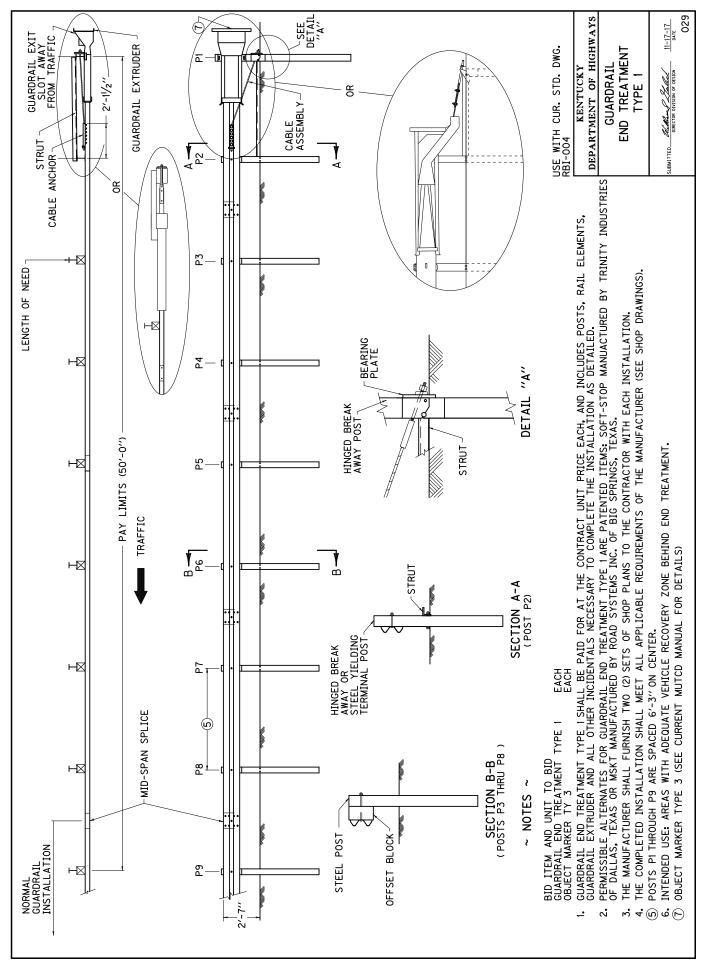


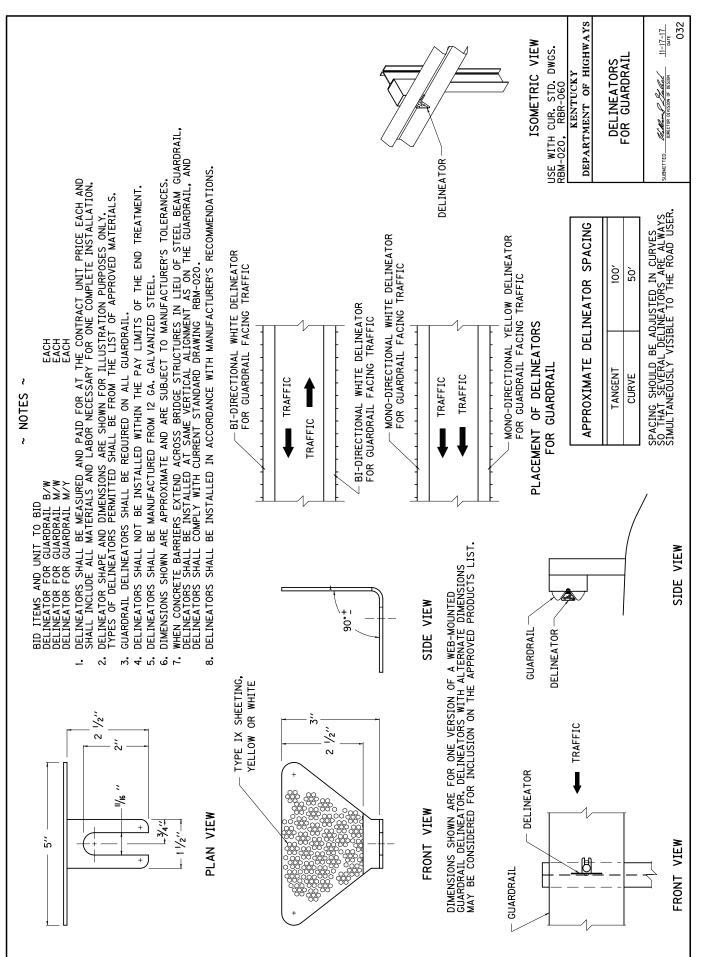
Contract ID: 191026 Page 28 of 135



ROCKCASTLE COUNTY NHPP IM 0753 (101)

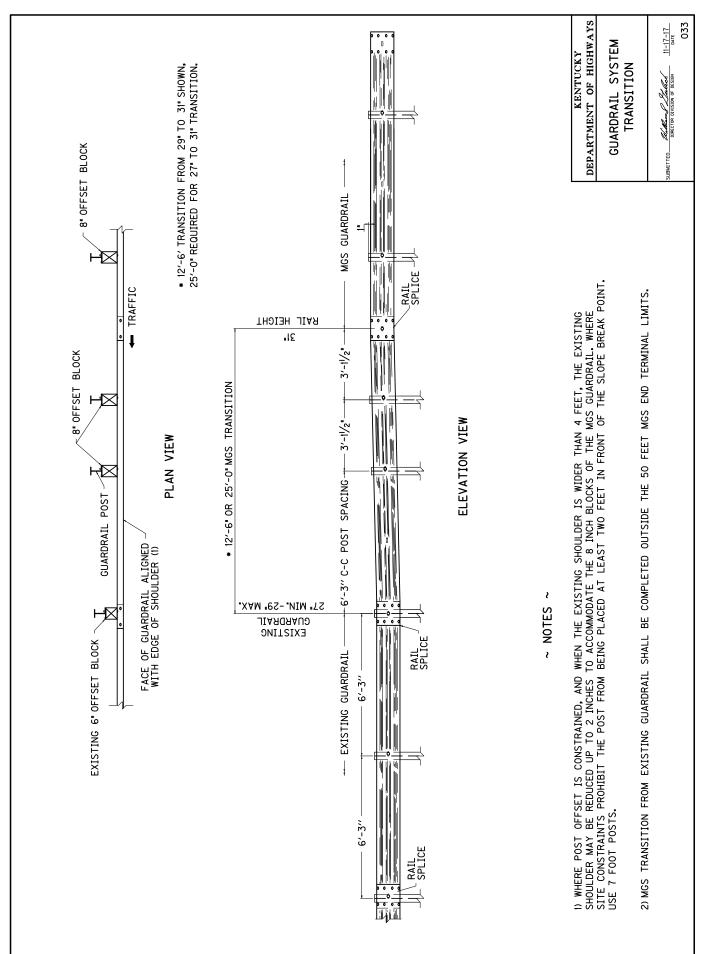
Contract ID: 191026 Page 30 of 135

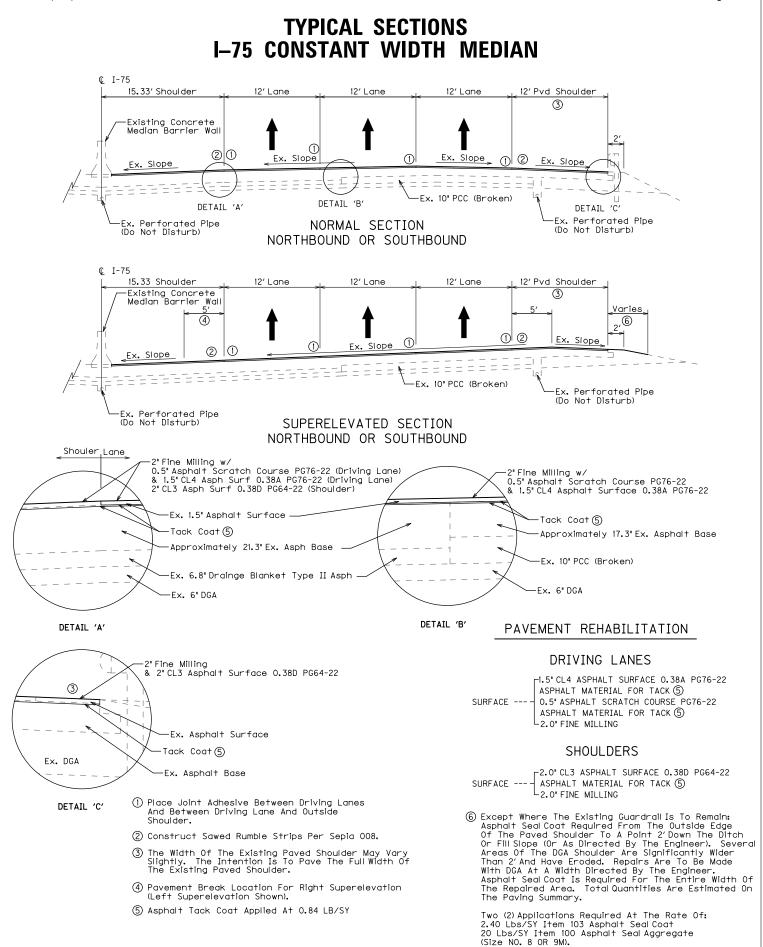


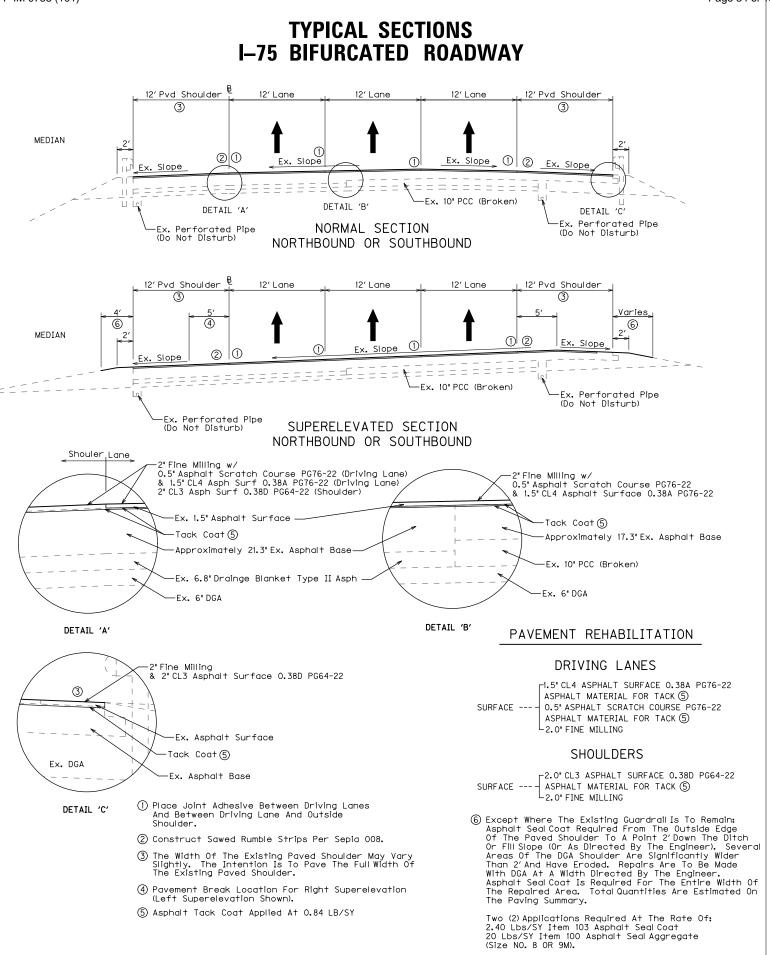




## Contract ID: 191026 Page 32 of 135







# **GENERAL SUMMARY I-75 PAVEMENT REHABILITATION ROCKCASTLE COUNTY** ITEM NO. 8-20004.00

| ITEM NO. 8-20004.00 თ  |  |                |              |              |  |  |  |
|--|--|----------------|--------------|--------------|--|--|--|
|  | AL   | ES             |              |              |  |  |  |
|  |  |                | TOTAL        | NOTES        |  |  |  |
| CODE   | ITEM   |                | -            |              |  |  |  |
| 3  | Crushed Stone Base   | Ton            | 437          | (10)         |  |  |  |
| 71   | Crushed Aggregate Size No. 57  | Ton            | 104          | (4)          |  |  |  |
| 78   | Crushed Aggregate Size No. 2   | Ton<br>Lin Et  | 4,218        | (6)          |  |  |  |
| 1000<br>1010   | Perforated Pipe-4 In<br>Non-Perforated Pipe-4 In   | Lin Ft         | 450<br>15    | (4)          |  |  |  |
| 1010   | Perf Pipe Headwall TY 1-4 In   | Lin Ft<br>Each | 15           | (10)<br>(10) |  |  |  |
| 1020   | Perf Pipe Headwall TY 4-4 In   | Each           | 2            | (10)         |  |  |  |
| 1985   | Delineator For Barrier - Yellow  | Each           | 46           |              |  |  |  |
| 2014   | Barricade-Type III   | Each           | 40           | (2)          |  |  |  |
| 2200   | Roadway Excavation   | CY             | 2,756        | (10)         |  |  |  |
| 2562   | Temporary Signs  | SF             | 500          | (10)         |  |  |  |
| 2568   | Mobilization   | LS             | 1            |              |  |  |  |
| 2569   | Demobilization   | LS             | 1            |              |  |  |  |
| 2575   | Ditching And Shouldering   | Lin Ft         | 8,907        | (3)          |  |  |  |
| 2599   | Fabric-Geotextile Type IV  | SY             | 1,890        | (5)          |  |  |  |
| 2650   | Maintain & Control Traffic   | LS             | 1            | (0)          |  |  |  |
| 2671   | Portable Changeable Message Sign   | Each           | 4            |              |  |  |  |
| 2701   | Temporary Silt Fence   | Lin Ft         | 500          |              |  |  |  |
| 2703   | Silt Trap Type A   | Each           | 5            |              |  |  |  |
| 2704   | Silt Trap Type B   | Each           | 5            |              |  |  |  |
| 2705   | Silt Trap Type C   | Each           | 5            |              |  |  |  |
| 2726   | Staking  | LS             | 1            |              |  |  |  |
| 2775   | Arrow Panel  | Each           | 4            |              |  |  |  |
| 3171   | Concrete Barrier Wall Type 9T  | Lin Ft         | 440          | (9)          |  |  |  |
| 3383   | PVC Pipe-4 In  | Lin Ft         | 72           | (4)          |  |  |  |
| 5950   | Erosion Control Blanket  | SY             | 1,000        | (.)          |  |  |  |
| 5963   | Initial Fertilizer   | Ton            | 1            |              |  |  |  |
| 5964   | 20-10-10 Fertilizer  | Ton            | 1            |              |  |  |  |
| 5985   | Seeding And Protection   | SY             | 5,000        |              |  |  |  |
| 5992   | Agricultural Limestone   | Ton            | 3            |              |  |  |  |
| 6401   | Flexible Delineator Post - M/W   | Each           | 100          |              |  |  |  |
| 6406   | SBM Alum Sheet Signs 0.080 In  | SF             | 27           | (11)         |  |  |  |
| 6407   | SBM Alum Sheet Signs 0.125 In  | SF             | 272          | (11)         |  |  |  |
| 6410   | Steel Post Type 1  | LF             | 468          | (11)         |  |  |  |
| 6542   | Pave Striping-Thermo-6 In W  | Lin Ft         | 13,361       | (8)          |  |  |  |
| 6543   | Pave Striping-Thermo-6 In Y  | Lin Ft         | 8,907        | (8)          |  |  |  |
| 8903   | Crash Cushion Ty VI Class BT TL3   | Each           | 1            | (9)          |  |  |  |
| 10020NS  | Fuel Adjustment  | Doll           | 12,037       |              |  |  |  |
| 10030NS  | Asphalt Adjustment   | Doll           | 24,316       |              |  |  |  |
| 24489EC  | Inlaid Pavement Markers  | Each           | 444          | (1)          |  |  |  |
| 25008EC  | Pave Striping-Thermo-6 In W-Wet Reflect  | Lin Ft         | 13,251       | (7)          |  |  |  |
| 25009EC  | Pave Striping-Thermo-6 In Y-Wet Reflect  | Lin Ft         | 8,834        | (7)          |  |  |  |
| 25019EC  | Groove for Pave Striping-7 In  | Lin Ft         | 22,085       | (7)          |  |  |  |
|  |  |                |              | . /          |  |  |  |
| NOTES:   |  |                |              |              |  |  |  |
| (1) Existing pavement marker removal shall be incidental to the Fine Milling bid ite |  |                |              |              |  |  |  |
|  | See the Special Note for Inlaid Pavement Markers.  |                |              |              |  |  |  |
| (2)  | (2) Includes 24 for the existing Concrete Median Barrier Wall and 22 for the                                   |                |              |              |  |  |  |
| (2)  | Concrete Barrier Wall Type 9T.<br>(3) Includes both directions of roadway and cleaning out all perforated pipe |                |              |              |  |  |  |
| (3)  | headwalls.   | ning out all p | enorateu pip | 0            |  |  |  |
| (4)  | Quantity corriad forward from the Subourfood   | Duala Datal    | a h. a. a. t |              |  |  |  |

- (4) Quantity carried forward from the Subsurface Drain Detail sheet.
- (5) 350 SY carried forward from the Subsurface Drain Detail sheet and 1540 SY carried forward from the Slide Correction Quantities.
- (6) 88 Ton carried forward from the Fill Slope Erosion Repair Summary and 4130 Ton carried forward from the Slide Correction Quantities.
- (7) For southbound I-75 striping only. See Special Note for Grooved All Weather Pavement Marking.
- (8) For northbound I-75 striping only.
- (9) For maintenance of traffic through the slide correction area.
- (10) Quantity carried forward from the Slide Correction Quantities Table.
- (11) Quantity carried forward from the Signing Summary Detail Sheet.

| PAVEMENT SUMMARY |                            |      |                    |                    |       |
|------------------|----------------------------|------|--------------------|--------------------|-------|
|                  | ITEM                       | UNIT | NORTHBOUND<br>I-75 | SOUTHBOUND<br>I-75 | TOTAL |
|                  | DENSE GRADED AGGREGATE (8) | TON  | 852                | 737                | 1588  |
|                  | ASPHALT SEAL AGGREGATE (1) | TON  | 99                 | 86                 | 185   |
|                  | ASPHALT SEAL COAT (2)      | TON  | 12                 | 10                 | 22    |

TON

(3)

980

972

1,952

| 217     | CL4 ASPH BASE 1.00D PG64-22          | (3) (10) | TON | 499     |         | 499       |
|---------|--------------------------------------|----------|-----|---------|---------|-----------|
| 339     | CL3 ASPH SURF 0.38D PG64-22          | (3)      | TON | 2,613   | 2,591   | 5,204     |
| 342     | CL4 ASPH SURF 0.38A PG76-22          | (3)      | TON | 2,939   | 2,915   | 5,854     |
| 356     | ASPHALT MATERIAL FOR TACK            | (5) (11) | TON | 40.7    | 40      | 80.7      |
| 2676    | MOBILIZATION FOR MILLING & TEXTURING |          | LS  |         |         | 1         |
| 2696    | SHOULDER RUMBLE STRIPS-SAWED         |          | LF  | 17,814  | 17,668  | 35,482    |
| 20071EC | JOINT ADHESIVE                       | (4)      | LF  | 35,628  | 35,336  | 70,964    |
| 24781EC | INTELLIGENT COMPACTION FOR ASPHALT   | (6) (12) | TON | 7,031   | 6,478   | 13,509    |
| 24891EC | PAVE MOUNT INFRARED TEMP EQUIPMENT   | (7) (13) | SF  | 874,098 | 848,064 | 1,722,162 |
| 24964EC | FINE MILLING                         | (9)      | SY  | 59,380  | 58,893  | 118,273   |

NOTES:

ITEM CODE

> 1 100

103

193

(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 0.84 pounds per square yard.

ASPHALT SCRATCH COURSE PG76-22

(6) See the special notes for Intelligent Compaction Of Asphalt Mixtures.

(7) See the special notes for Pavement Mounted Temperature Control Profiles.

(8) Estimated at 115 pounds per square yard per inch of depth.

(9) See the Special Note for Fine Milling. Contractor will retain all millings.

(10) From Slide Correction Quantities Table

(11) NB Quantity Includes 0.7 Ton Brought Forward from Slide Correction Quantities Table

(12) NB Quantity Includes 499 Tons Brought Forward from Slide Correction Quantities Table

(13) NB Quantity Includes 19,026 SF Brought Forward from Slide Correction Quantities Table

| ITEM |        | SOUTHBOUND<br>I-75                                  | TOTAL   |
|------|--------|---|---|
|      | S      | QUARE YA  | RDS   |
|      | 35,628 | 35,336  | 70,964  |
|      | 35,628 | 35,336  | 70,964  |
| (2)  | 23,752 | 23,557  | 47,654  |
| (2)  | 59,380 | 58,893  | 118,618   |
|      | 95,008 | 94,229  | 189,237   |
| (1)  | 9,874  | 6,968   | 16,841  |
| (1)  | 9,874  | 6,968   | 16,841  |
|      | (2)    | (2) 59,380<br>(2) 59,380<br>(2) 95,008<br>(1) 9,874 | SQUARE YA           35,628         35,336           35,628         35,336           35,628         35,336           35,628         35,336           23,752         23,557           (2)         23,752         23,557           (2)         59,380         58,893           (2)         59,380         58,893           (1)         9,874         6,968 |

(1) Area for two applications shown.

(2) Total Includes An Additional 345 SY For The Two Permanent Median Crossovers.

| WIDENED DGA SH                    | OULDER AREAS |                    |       |
|-----------------------------------|--------------|--------------------|-------|
| ITEM                              |              | SOUTHBOUND<br>I-75 | тотас |
|                                   |              | SQUARE YA          | RDS   |
| RT STA 3830+07.3 to STA 3836+37.7 |              |                    |       |
| DGA BASE                          |              | 276                | 276   |
| ASPHALT SEAL AGGREGATE            | (1)          | 552                | 552   |
| ASPHALT SEAL COAT                 | (1)          | 552                | 552   |
| RT STA 3861+89.8 to STA 3866+60.0 |              |                    |       |
| DGA BASE                          |              | 512                | 512   |
| ASPHALT SEAL AGGREGATE            | (1)          | 1,024              | 1,024 |
| ASPHALT SEAL COAT                 | (1)          | 1,024              | 1,024 |

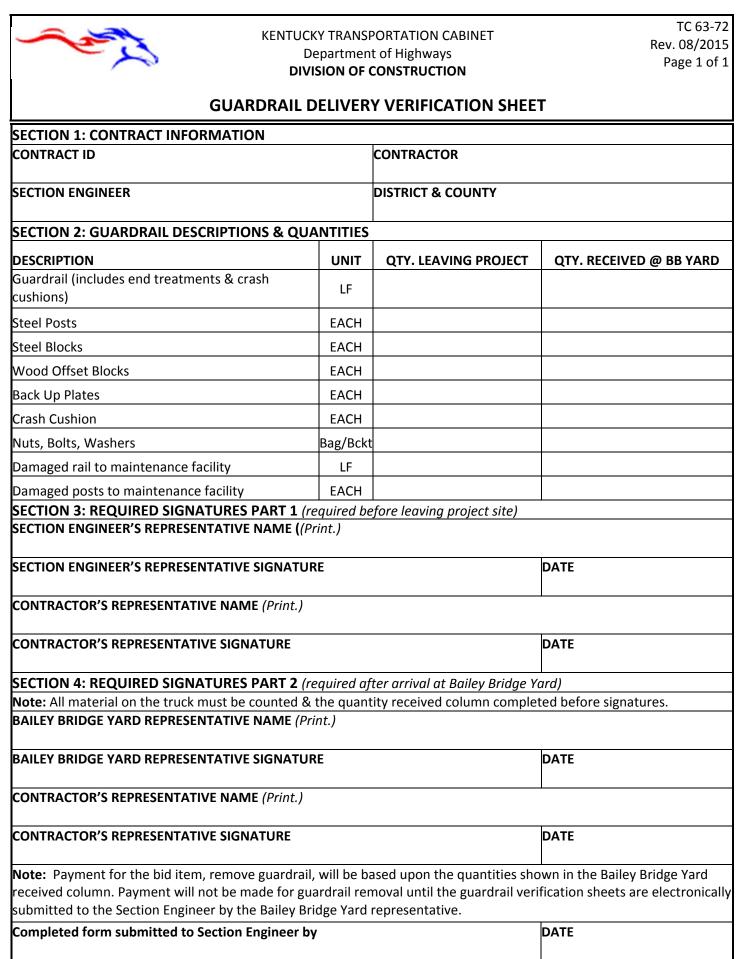
|           |            |        |     |         | Gl       | JARDRAIL | SUMMARY   |        |           |            |            |
|-----------|------------|--------|-----|---------|----------|----------|-----------|--------|-----------|------------|------------|
|           |            |        |     |         |          |          |           | ITEM   |           |            |            |
|           |            |        |     | ľ       | (1)      |          |           |        |           | (5)        | (5)        |
|           | LOCATI     | ON     |     |         | 2381     | 2351     | 2367      | 2363   | 2387      | 1982       | 1983       |
|           | LOCATI     |        |     | ſ       | STEEL    | W BEAM   | END       | GUARDR | AIL CONN. | DELINEATOR | DELINEATOR |
|           |            |        |     | ľ       | REMOVE   | S FACE   | TREATMENT | TO BRD | IGE END   | MONO DIR.  | MONO DIR.  |
|           |            |        |     |         | REIVIOVE | SFACE    | 1         | Α      | A-1       | W          | Y          |
|           | ATIONS     |        |     | LOC.(4) | L        | F        |           |        |           | -          |            |
| NO        | RTHBOUND I | -75    |     |         |          |          |           |        | `         |            |            |
| 3782+73.3 | TO 3783+3  | 5.8    | (2) | RT      | 62.5     | 62.5     |           |        |           |            |            |
| 3786+10.6 | TO 3786+8  | 5.6    | (2) | RT      | 75.0     | 75.0     |           |        |           |            |            |
| 3793+85.0 | TO 3794+4  |        | (2) | RT      | 62.5     | 62.5     |           |        |           |            |            |
| 3801+28.2 | TO 3802+0  |        | (2) | RT      | 75.0     | 75.0     |           |        |           |            |            |
|           |            |        |     |         |          |          |           |        |           |            |            |
| 3791+37.6 | TO 3792+1  | 2.6    | (2) | LT      | 75.0     | 25.0     | 1         |        |           |            |            |
| 3792+89.6 | TO 3793+6  | 4.6    | (2) | LT      | 75.0     | 75.0     |           |        |           |            |            |
| 3826+48.6 | TO 3828+4  | 8.6    | (2) | LT      | 200.0    | 200.0    |           |        |           |            |            |
| 3830+23.3 | TO 3830+9  | 8.3    | (2) | LT      | 75.0     | 75.0     |           |        |           |            |            |
| 3835+49.0 | TO 3837+2  | 4.0    | (2) | LT      | 175.0    | 175.0    |           |        |           |            |            |
| 3842+10.1 | TO 3842+7  | 2.6    | (2) | LT      | 62.5     | 62.5     |           |        |           |            |            |
| 3845+46.3 | TO 3849+4  | 6.3    | (2) | LT      | 400.0    | 400.0    |           |        |           |            |            |
|           |            |        |     |         |          |          |           |        |           |            |            |
| NORTH     | BOUND SUB  | -TOTAL | L   |         | 1337.5   | 1287.5   | 1         | 0      | 0         | 61         | 65         |
|           |            |        |     |         |          |          |           |        |           |            |            |
|           | JTHBOUND I |        |     |         |          |          |           |        |           |            |            |
|           | TO 3806+4  |        | (2) | RT      | 87.5     | 87.5     |           |        |           |            |            |
|           | TO 3813+0  |        | (2) | RT      | 375.0    | 375.0    |           |        | 1         |            |            |
|           | TO 3815+1  |        | (2) | RT      | 212.5    | 212.5    |           | 1      |           |            |            |
| 3860+36.4 | TO 3861+8  | 6.4    | (2) | RT      | 150.0    | 150.0    |           |        |           |            |            |
|           |            |        |     |         |          |          |           |        |           |            |            |
|           | TO 3805+4  |        | (2) | LT      | 137.5    | 137.5    |           |        |           |            |            |
|           | TO 3813+7  |        | (2) | LT      | 475.0    | 475.0    |           |        |           |            |            |
|           | TO 3819+4  |        | (2) | LT      | 87.5     | 87.5     |           |        |           |            |            |
| 3828+79.1 | TO 3830+2  | -      | (2) | LT      | 150.0    | 150.0    |           |        |           |            |            |
| 3838+04.1 | TO 3844+1  | 7.6    | (2) | LT      | 612.5    | 612.5    |           |        |           |            |            |
| SOUTH     |            | -TOTAL | L   |         | 2287.5   | 2287.5   | 0         | 1      | 1         | 109        | 94         |
| TOTAL     |            |        |     |         | 3,625.0  | 3,575.0  | 1         | 1      | 1         | 170        | 159        |

(1) Salvage existing material as per Section 719.03.07, except that The Contractor shall complete the "Guardrail Delivery Verification Sheet" and deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd in Frankfort, KY. Contact Section Supervisor at (502) 564-8187 to schedule the delivery of material. Deliver the material between the hours of 8:00AM and 3:00PM, Monday through Friday. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area.

- (2) Tie into existing guardrail.
- (3) Replace Type 4a End Treatment with Type 1 End Treatment.
- (4) Location relative to the direction of traffic.
- (5) 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. The quantities shown include the additional guardrail required for the transition.



| Locatio       | n Of Existing Pe | erforated Pipe He | adwalls   |
|---------------|------------------|-------------------|-----------|
| Location      | Station          | Location          | Station   |
| Southbond Rt  | 3779+98.9        | Northbound Rt     | 3853+88.9 |
| Southbond Rt  | 3782+01.8        | Northbound Rt     | 3849+08.2 |
| Southbond Rt  | 3784+58.1        | Northbound Rt     | 3839+30.8 |
| Southbond Rt  | 3789+48.2        | Northbound Rt     | 3834+13.8 |
| Southbond Rt  | 3792+07.6        | Northbound Rt     | 3829+12.3 |
| Southbond Rt  | 3794+61.3        | Northbound Rt     | 3824+14.8 |
| Southbond Rt  | 3813+36.1        | Northbound Rt     | 3785+45.8 |
| Southbond Rt  | 3817+17.9        | Northbound Rt     | 3819+15.6 |
| Southbond Rt  | 3827+22.9        | Northbound Rt     | 3790+43.6 |
| Southbond Rt  | 3832+51.1        | Northbound Rt     | 3792+94.0 |
| Southbond Rt  | 3837+04.6        | Northbound Rt     | 3814+23.2 |
| Southbond Rt  | 3842+06.6        | Northbound Rt     | 3797+88.8 |
| Southbond Rt  | 3846+79.7        | Northbound Rt     | 3811+14.1 |
| Southbond Rt  | 3859+33.7        | Northbound Rt     | 3811+07.6 |
|               |                  | Northbound Rt     | 3809+29.5 |
| Southbound Lt | 3789+59.8        | Northbound Rt     | 3800+36.8 |
| Southbound Lt | 3792+08.3        | Northbound Rt     | 3804+37.7 |
| Southbound Lt | 3794+59.9        |                   |           |
| Southbound Lt | 3799+60.5        | Northbound Lt     | 3866+58.3 |
| Southbound Lt | 3817+06.9        | Northbound Lt     | 3861+47.5 |
| Southbound Lt | 3822+04.6        | Northbound Lt     | 3858+03.2 |
| Southbound Lt | 3832+05.5        | Northbound Lt     | 3854+53.2 |
| Southbound Lt | 3837+08.2        | Northbound Lt     | 3839+54.8 |
| Southbound Lt | 3842+06.7        | Northbound Lt     | 3834+53.0 |
| Southbound Lt | 3852+08.7        | Northbound Lt     | 3819+56.4 |
| Southbound Lt | 3857+02.4        | Northbound Lt     | 3790+58.8 |
| Southbound Lt | 3863+54.0        | Northbound Lt     | 3793+08.7 |
|               |                  | Northbound Lt     | 3814+54.1 |
|               |                  | Northbound Lt     | 3798+02.5 |
|               |                  | Northbound Lt     | 3809+56.1 |
|               |                  | Northbound Lt     | 3800+52.6 |
|               |                  | Northbound Lt     | 3804+57.5 |

#### 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.

|                   | FILL SLOPE EROSION REP | AIR SUMMARY    |  |
|-------------------|------------------------|----------------|--|
|                   |                        |                | CRUSHED<br>AGGREGATE<br>SIZE NO. 2 (1) |
|                   |                        | ITEM CODE      | 78                                     |
|                   |                        | UNIT           | TON                                    |
| STA - STA         | SIDE                   | EST. WIDTH (2) |  |
| 3811+29 - 3812+90 | Southbound Outside     | 15             | 54                                     |
| 3813+34 - 3814+37 | Southbound Outside     | 15             | 34                                     |
|                   |                        |                |  |
|                   |                        | TOTAL          | 88                                     |

(1) Quantity based on 4 inch average depth & estimated at 100 pounds per squard 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.

## GENERAL NOTES I-75 REHABILITATION PROJECT ROCKCASTLE COUNTY ITEM NO. 8-20004.00

# THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY

## I. GENERAL

Perform all work in accordance with the Department's 2012 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 for permanent striping on the northbound lanes and Pave Striping-Thermo-6 Inch Wet Reflect on the southbound lanes.
- **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-ofway 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 112, 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 northbound and Pave Striping-Thermo-6 Inch Wet Reflect southbound.;
  - (4) Existing pavement marker removal shall be incidental to Fine Milling.
  - (5) Inlaid Special Markers will be required. See the Special Note for Inlaid Pavement Markers.
- **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 and Pave Striping-Thermo-6 Inch Wet Reflect is measured per linear foot. See Traffic Control Plan. Inlaid Pavement Markers are measured as each (See the Special Note for Inlaid Pavement Markers).

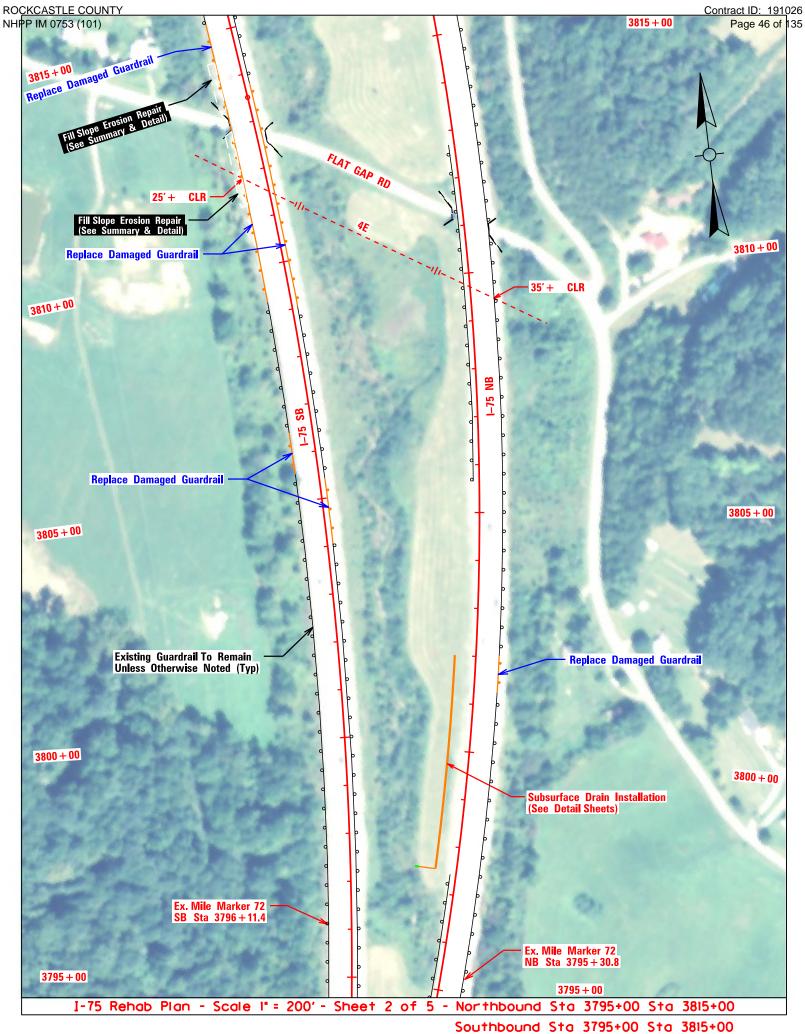
### V. BASIS OF PAYMENT

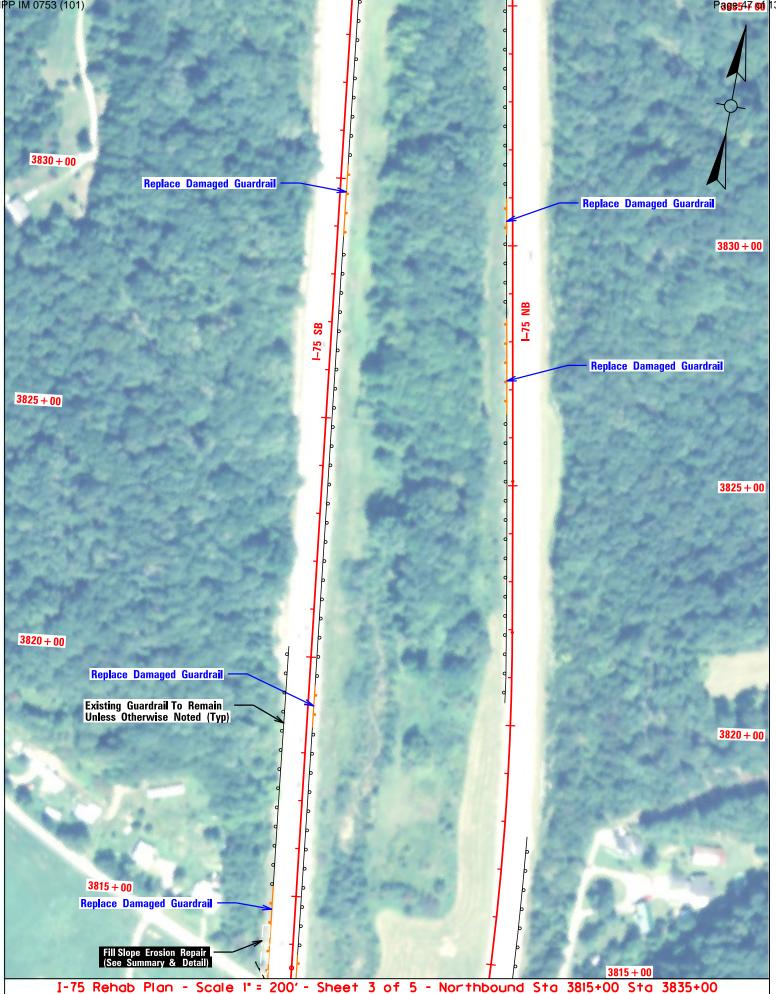
Except as specified in these notes, or elsewhere in the drawings or this proposal, basis of payment will be in accordance with the Standard Specifications. No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the 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 Sheet.

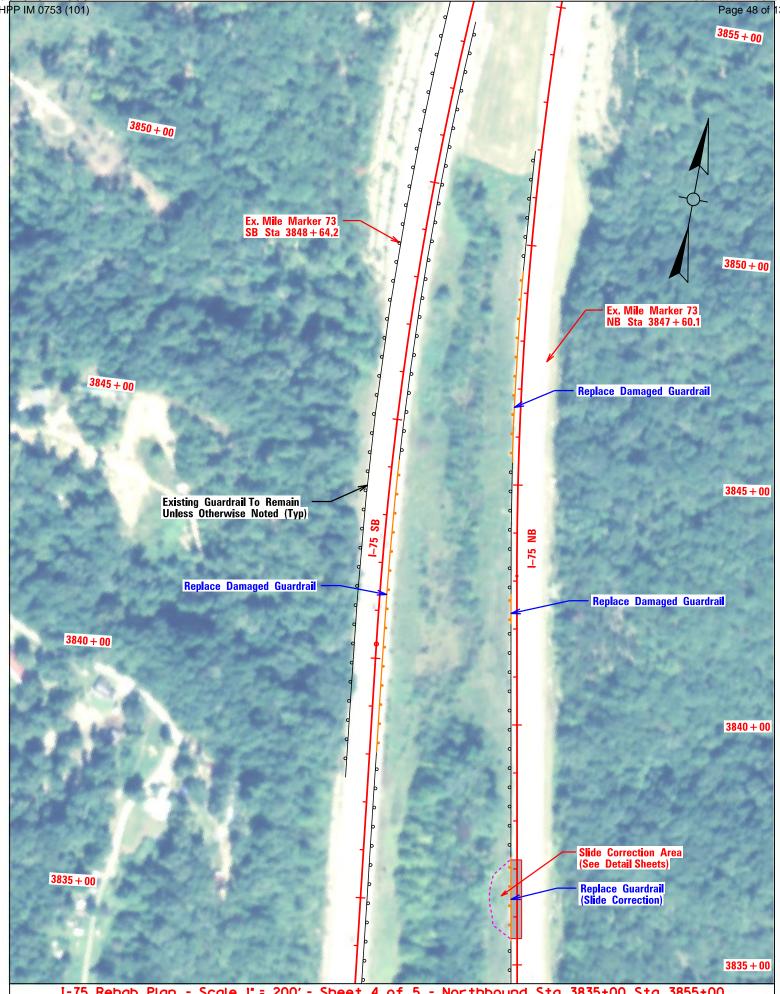
Contract ID: 191026 3795 + 00Page 45 of 135 ROCKCASTLE COUNTY NHPP IM 0753 (101) 3795+00 **Replace Damaged Guardrail** Replace Damaged End Treatment Type 1 Existing Guardrail To Remain Unless Otherwise Noted (Typ) 3790 + 00 B 3790 + 00 1-75 47 -11. 29' CLR 28' CLR 27' CLR **Replace Damaged Guardrail** Mill & Fill Permanent Median Crossover (See Pavement Areas Sheet) **Existing Crash Cushion** 3785 + 00 <sup>3</sup> 25 (N WILDERNESS RD) 3785 + 00 **Replace Damaged Guardrail** S Existing Concrete Median Barrier 3780 + 00 3780 + 00 15.33' RT BASELINE I-75 SB STA 3779+61.80 = 15.33' LT BASELINE I-75 NB STA 3779+61.80 = CENTERLINE I-75 STA 3779+61.80 CENTERLINE I-75 STA 3779+61.80 End Asphalt Overlay Placed in 2018 **BEGIN PROJECT** -75 SB B STA 3778 + 54 -75 MP 71.668 3775 + 00

I-75 Rehab Plan - Scale I" = 200' - Sheet I of 5 - Sta 3775+00 Sta 3795+00

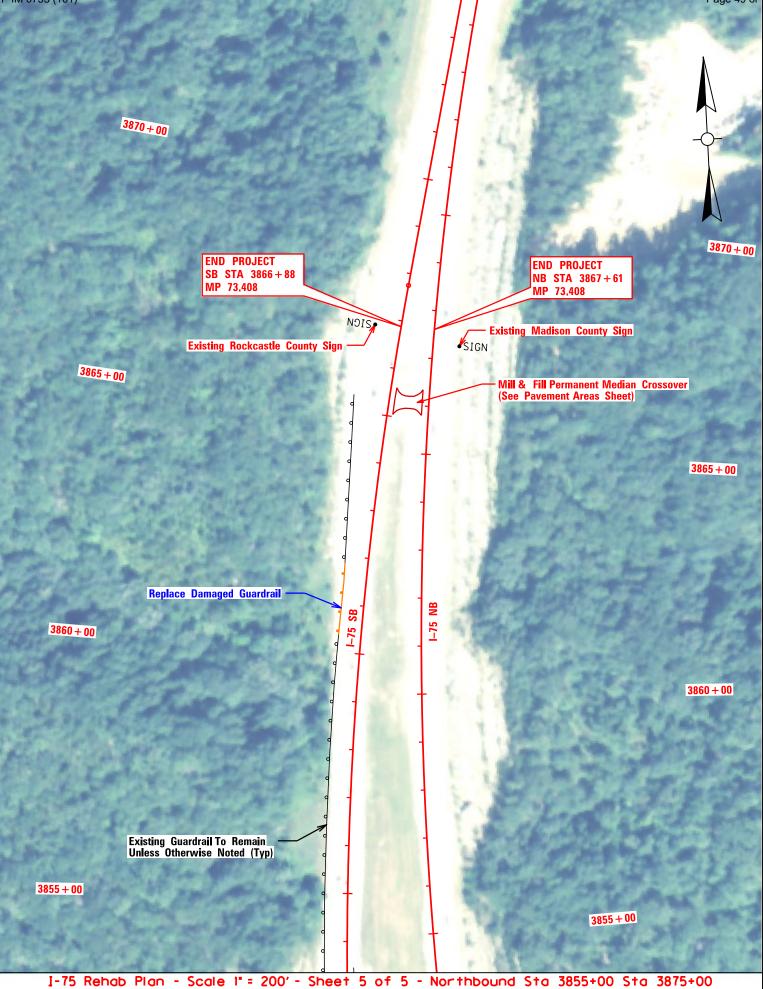




Southbound Sta 3815+00 Sta 3833+50



I-75 Rehab Plan - Scale I" = 200' - Sheet 4 of 5 - Northbound Sta 3835+00 Sta 3855+00 Southbound Sta 3833+50 Sta 3853+50



Southbound Sta 3853+50 Sta 3874+00

|                              | KY<br>ATION                 | 4010 |
|------------------------------|-----------------------------|------|
| $\langle \mathbf{Y} \rangle$ | KENTUC<br>ANSPORT<br>CABINE |      |
| V                            | TRJ                         | *    |

Signing Summary

| Rockcastle | I-75    | Various     |
|------------|---------|-------------|
| County :   | Route : | Milepoints: |

| *sample picture is only for illustrative purposes and may not represent actual sign color or text | d may not r   | epresent actual sign color         | or text.       |                 |     |   |   |                 |   |  |
|---|---------------|------------------------------------|----------------|-----------------|-----|---|---|-----------------|---|--|
| Sample<br>Picture   | MUTCD<br>Code | Description                        | Width<br>(in.) | Height<br>(in.) | QTY | 0.08 Gauge<br>(SQ FT)<br>Item No:<br>6406 | 0.125<br>Gauge<br>(SQ FT)<br>Item No:<br>6407 | # of<br>Posts** | Estimated<br>Post Length<br>(LF) Use Type<br>1 Square<br>Posts***<br>Item No:<br>6410 | Comments   |
|   | R3-4          | No U-Turn (sym)                    | 48             | 48              | 4   |   | 64.00   | ى               | 72  | Place signs back to back on same posts for southern<br>crossover (approx. 71.9 MM). For crossover near<br>Rockcastle/Madison County line, install on separate posts.<br>See note below regarding installation of object markers on<br>posts. |
|   | OM2-2V        | Type 2 Object Marker               | 9              | 12              | ×   | 4.00                                      |   | 2               | 24  | Place two of these on No U-Turn posts - one per post. See<br>Standard Drawing No. TPM-171. Place remaining two at<br>tunnel approx. MP 71.2 - one for northbound direction, one<br>for southbound direction right side.                      |
|   | R2-1          | Oversized Speed Limit<br>(XX = 70) | 48             | 60              | 2   |   | 40.00   | 4               | 48  | Replace missing NB I-75 sign near 72 MM. Install new posts and replace other NB sign to the left at this location.   |
|   | OM3-L         | OM3-L Type 3 Object Marker - Left  | 12             | 36              | 2   | 6.00                                      |   | 2               | 24  | Install one left & one right Type 3 Object Marker per tunnel<br>(approx MP 72.3). Left Type 3 Object Marker goes on left   |
|   | OM3-R         | Type 3 Object Marker -<br>Right    | 12             | 36              | 2   | 6.00                                      |   | 2               | 24  | side, relative to traffic flow. Right Type 3 Object Marker<br>goes on right side, relative to traffic flow.  |
|   |               |                                    |                |                 |     |   |   |                 |   |  |

|      | KENTUCKY<br>TRANSPORTATION<br>CABINET | Sample picture |
|------|---------------------------------------|----------------|
| 1.31 |                                       | *              |

Signing Summary

| Rockcastle | 1-75    | Various     |
|------------|---------|-------------|
| County :   | Route : | Milepoints: |

| /e purposes and mi | d may not r   | Sample picture is only for illustrative purposes and may not represent actual sign color or tex | or text.       |                 |     |   |   |                 |   |  |
|--------------------|---------------|---|----------------|-----------------|-----|---|---|-----------------|---|--|
| ≥ 0                | MUTCD<br>Code | Description   | Width<br>(in.) | Height<br>(in.) | QTY | 0.08 Gauge<br>(SQ FT)<br>Item No:<br>6406 | 0.125<br>Gauge<br>(SQ FT)<br>Item No:<br>6407 | # of<br>Posts** | Estimated<br>Post Length<br>(LF) Use Type<br>1 Square<br>Posts***<br>Item No:<br>6410 | Comments   |
|                    | 1-2           | Jurisdictional Boundary   | 72             | 36              | 1   |   | 18.00   | 2               | 24  | Size estimated.  |
|                    | I-2           | Jurisdictional Boundary   | 72             | 36              | 1   |   | 18.00   | 2               | 24  | Size estimated.  |
|                    | D10-2         | Reference Location 2 Digit<br>(XX = 70, 71, 72, 73)   | 12             | 36              | 8   | 24.00                                     |   | ω               | 96  | Will need 2 each for each milepoint. One for northbound side and other for southbound side.  |
|                    | D10-4         | Enhanced Reference<br>Location Sign (XX = 70, 71,<br>72, 73)                                    | 18             | 54              | 4   |   | 27.00   | 4               | 48  |  |
|                    | D10-4         | Enhanced Reference<br>Location Sign (XX = 70, 71,<br>72, 73)                                    | 18             | 54              | 4   |   | 27.00   | 2               | 24  | Blue Background. To be mounted on barrier wall - see<br>Barrier Wall Mounting Details Sheet for bracket information.<br>Required Barrier Wall Mounting Brackets & hardware will be<br>incidental to post line item. Use lat/long to locate based |
|                    |               |   |                |                 |     |   |   |                 |   |  |

|   | KY<br>ATION | Dicture |
|---|-------------|---------|
| × | TRANSPORT   | Sample  |

Signing Summary

| Rockcastle | I-75    | Various     |
|------------|---------|-------------|
| County :   | Route : | Milepoints: |

| )   |   |   |  |  |  |  |
|---|---|---|--|--|--|--|
|   | e<br>Comments   | upon Div. of Planning spreadsheet previously provided.<br>Staking for signs shall be incidental to the project.<br>North/South signs for same milepoint to be mounted on<br>same assembly, back-to-back. On bifurcated section, signs<br>to be installed on seperate posts. |  |  |  |  |
|   | Estimated<br>Post Length<br>(LF) Use Type<br>1 Square<br>Posts***<br>Item No:<br>6410 | 216   |  |  |  |  |
|   | # of<br>Posts**   | 18  | Q  | 58.00  |  |  |
|   | 0.125<br>Gauge<br>(SQ FT)<br>Item No:<br>6407   | 135.00  | 135.00   | 464.00   |  |  |
|   | 0.08 Gauge<br>(SQ FT)<br>Item No:<br>6406   |   |  | 40.00  |  |  |
|   | άīγ   | 18  | 18   |  |  |  |
|   | Height<br>(in.)   | 60  | 09   |  |  |  |
| or text   | Width<br>(in.)  | 18  | 18   |  |  |  |
| enresent actual sign color  | Description   | Intermediate Enhanced<br>Reference Location Sign<br>(XX.X = 69.2, 69.4, 69.6,<br>69.8, 70.2, 70.4, 70.6, 70.8,<br>71.2, 71.4, 71.6, 71.8, 72.2,<br>72.4, 72.6, 72.8, 73.2, 73.4)  | Intermediate Enhanced<br>Reference Location Sign<br>(XX.X = 69.2, 69.4, 69.6,<br>69.8, 70.2, 70.4, 70.6, 70.8,<br>71.2, 71.4, 71.6, 71.8, 72.2,<br>72.4, 72.6, 72.8, 73.2, 73.4) | e project.   |  |  |
| d may not i   | MUTCD   | D10-5   | D10-5  | dental to th   |  |  |
| *Sample nichtire is only for illustrative numbers and may not represent actual sign color of text | Sample<br>Picture   | NORTH<br>XX<br>(75)<br>HILE   | SOUTH<br>XX<br>MILE<br>HTUD  | *Removal of existing sign assemblies shall be incidental to the project. |  |  |

\*\*All hardware & sign supports, including barrier wall mounting brackets, shall be incidental to the project. \*\*\* Quantity is estimated. The exact length shall be determined by the contractor in accordance to KYTC Sign Positioning Detail Sheet.

NOTES:

WHERE REQUIRED, BRACING FOR SHEETING SIGNS SHALL BE INCIDENTAL TO STEEL POST. SEE SHEETING SIGN DETAIL SHEET.
 SEE ADDITIONAL NOTES ON SIGNING SPECIFICATION SHEET & OTHER DETAIL SHEETS.

ALL QUANTITIES CARRIED FORWARD TO THE GENERAL SUMMARY

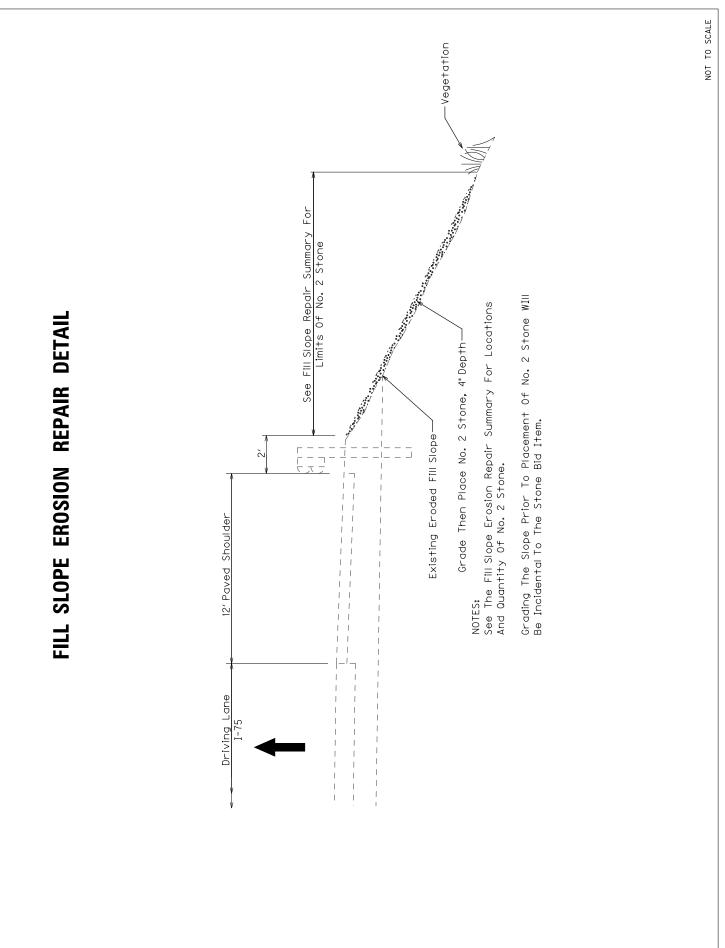
SEE NEXT SHEET FOR COORDINATES OF REFERENCE SIGNS

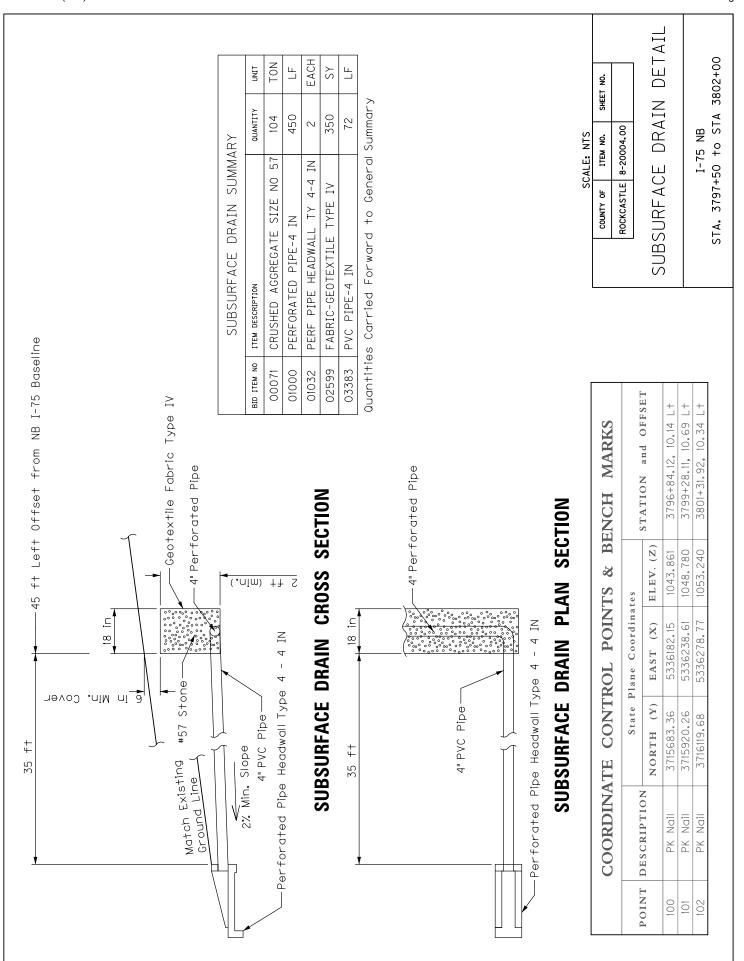
SOME OF THE REFERENCE MARKERS ARE OUTSIDE THE LIMITS SHOWN FOR THIS PROJECT BUT ARE TO BE INSTALLED AS PART OF THIS PROJECT.

#### **I-75 REFERENCE MARKER COORDINATES**

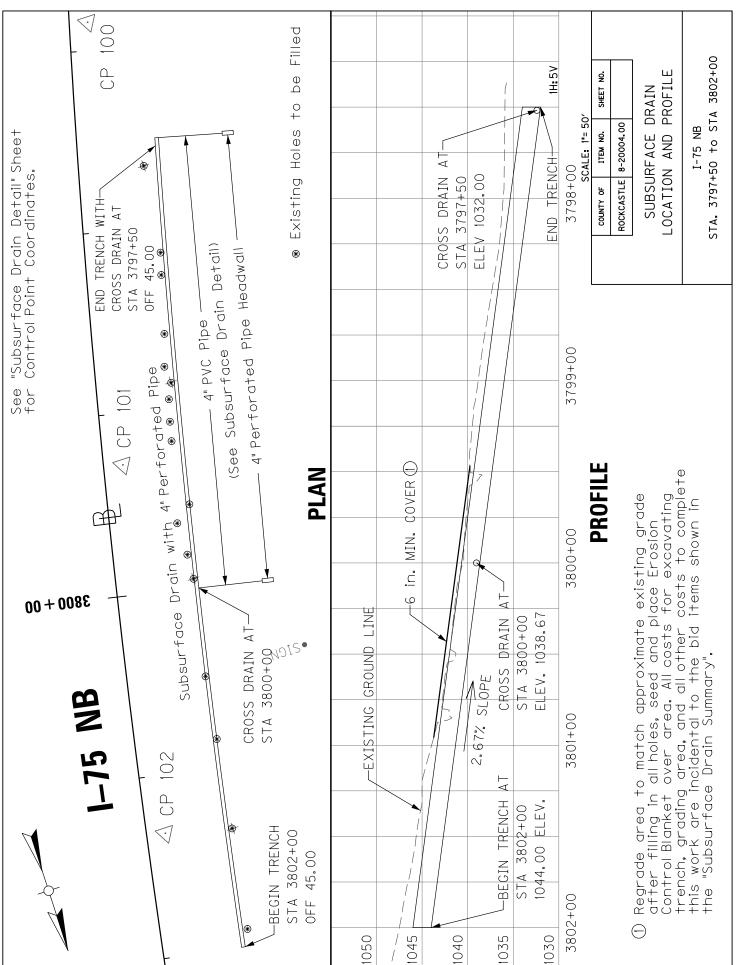
| MILEPOINT | MP_LABEL | POINT_X       | POINT_Y       |
|-----------|----------|---------------|---------------|
| 69.200    | 69.2     | 5332433.58339 | 3701104.56496 |
| 69.400    | 69.4     | 5332635.42777 | 3702139.02396 |
| 69.600    | 69.6     | 5332837.33643 | 3703173.23799 |
| 69.800    | 69.8     | 5333039.38186 | 3704207.54128 |
| 70.000    | 70       | 5333242.61225 | 3705241.51337 |
| 70.200    | 70.2     | 5333441.80653 | 3706273.48835 |
| 70.400    | 70.4     | 5333645.31653 | 3707310.50589 |
| 70.600    | 70.6     | 5333847.63788 | 3708345.05244 |
| 70.800    | 70.8     | 5334103.00816 | 3709370.68505 |
| 71.000    | 71       | 5334429.03685 | 3710373.91881 |
| 71.200    | 71.2     | 5334758.06335 | 3711375.06212 |
| 71.400    | 71.4     | 5335089.03412 | 3712375.32092 |
| 71.600    | 71.6     | 5335420.05386 | 3713376.05740 |
| 71.800    | 71.8     | 5335748.62387 | 3714377.49789 |
| 72.000    | 72       | 5336024.79964 | 3715377.90104 |
| 72.200    | 72.2     | 5336171.29992 | 3716389.30008 |
| 72.400    | 72.4     | 5336163.02195 | 3717430.02834 |
| 72.600    | 72.6     | 5336034.70657 | 3718444.90633 |
| 72.800    | 72.8     | 5335860.40027 | 3719497.43169 |
| 73.000    | 73       | 5335716.68000 | 3720536.10844 |
| 73.200    | 73.2     | 5335683.22358 | 3721618.10558 |
|           |          |               |               |





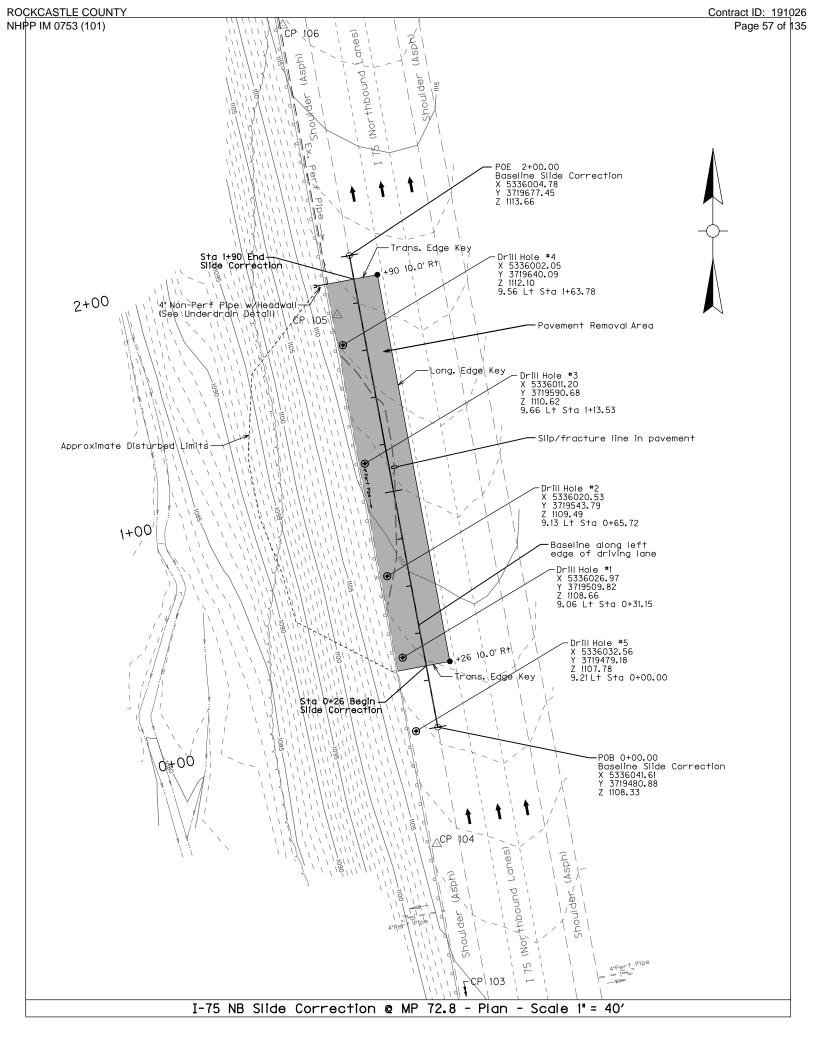


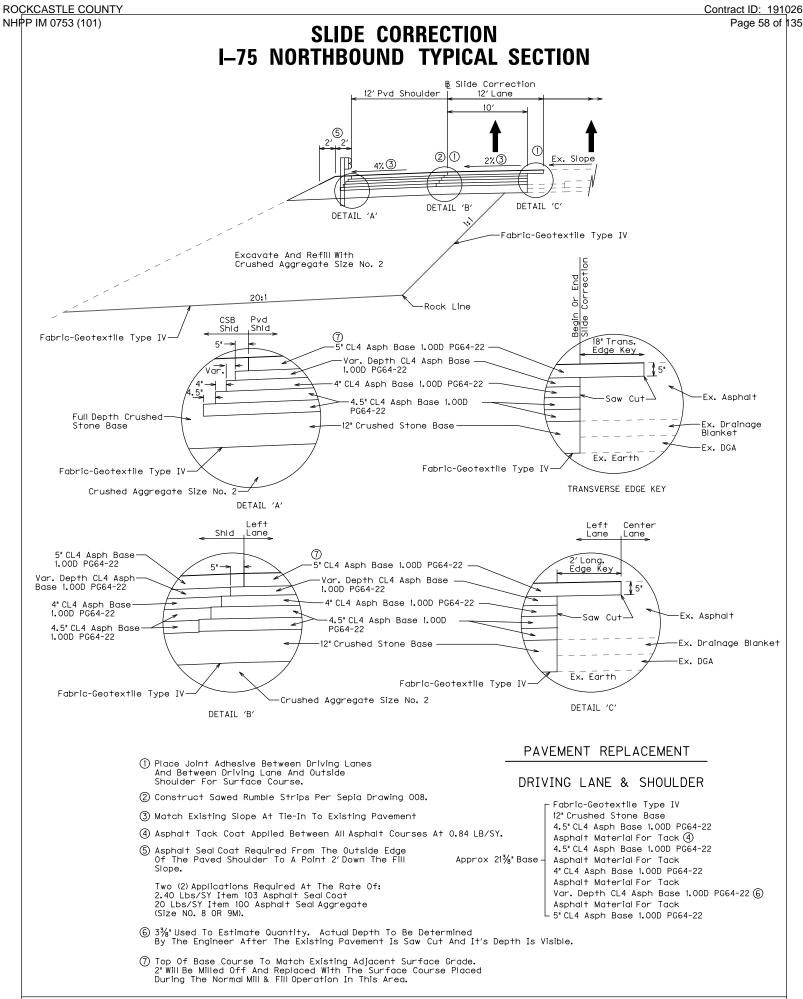
ROCKCASTLE COUNTY NHPP IM 0753 (101) Contract ID: 191026 Page 55 of 135



#### ROCKCASTLE COUNTY NHPP IM 0753 (101)

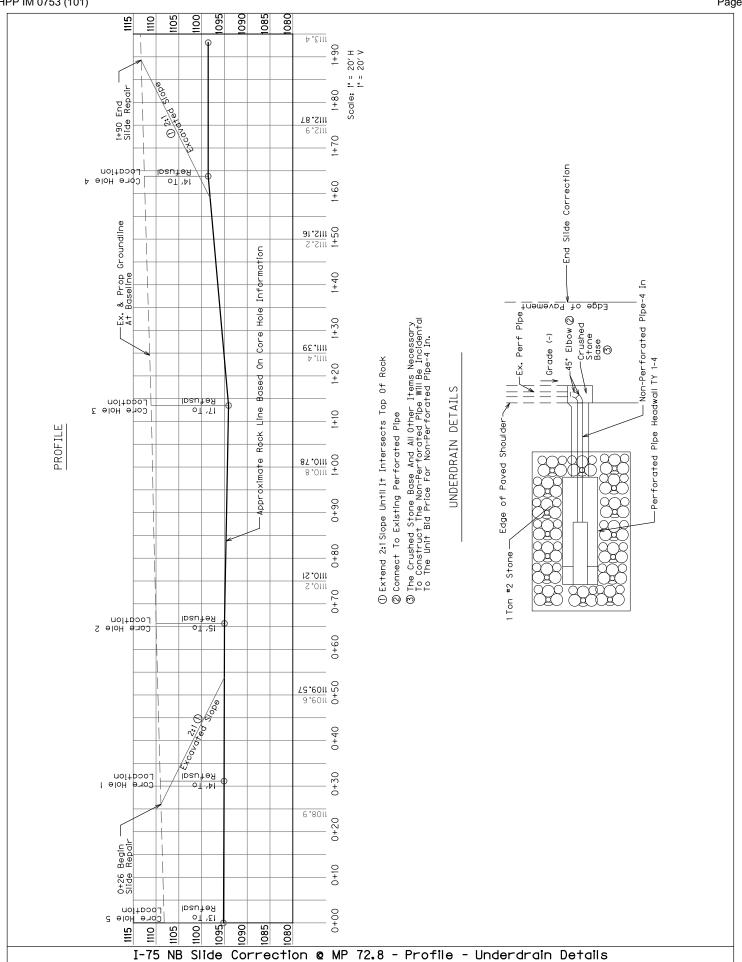
Page 56 of 135





#### I-75 NB Slide Correction @ MP 72.8 - Typical Section - NTS

#### ROCKCASTLE COUNTY NHPP IM 0753 (101)



# **PAVING AREAS**

| ITEM  | TOTAL<br>PROJECT |
|---|------------------|
|   | SY               |
| 5.0" CL4 ASPH BASE 1.00D PG64-22                    | 445              |
| VAR. DEPTH (3.375" AVG) CL4 ASPH BASE 1.00D PG64-22 | 408              |
| 4.0" CL4 ASPH BASE 1.00D PG64-22                    | 414              |
| 4.5" CL4 ASPH BASE 1.00D PG64-22                    | 421              |
| 4.5" CL4 ASPH BASE 1.00D PG64-22                    | 426              |
| 12" CRUSHED STONE BASE                              | 426              |
| CRUSHED STONE BASE (SHOULDER WEDGE)                 | 693              |
| ASPHALT MATERIAL FOR TACK                           | 1669             |
| FABRIC-GEOTEXTILE TYPE IV                           | 547              |

# **SLIDE CORRECTION QUANTITIES**

| ITEM<br>CODE | ITEM                                 | UNIT   | TOTAL<br>PROJECT |
|--------------|--------------------------------------|--------|------------------|
| 3            | CRUSHED STONE BASE                   | TON    | 437              |
| 78           | CRUSHED AGGREGATE SIZE NO 2 ④②       | TON    | 4130             |
| 217          | CL4 ASPH BASE 1.00D PG64-22 6        | TON    | 499              |
| 356          | ASPHALT MATERIAL FOR TACK 6          | TON    | 0.7              |
| 1010         | NON-PERFORATED PIPE-4 IN             | LIN FT | 15               |
| 1020         | PERF PIPE HEADWALL TY 1-4 IN         | EACH   | 1                |
| 2200         | ROADWAY EXCAVATION                   | CU YD  | 2756             |
| 2599         | FABRIC-GEOTEXTILE TYPE IV 5          | SQ YD  | 1540             |
| 24781EC      | INTELLIGENT COMPACTION FOR ASPHALT 6 | TON    | 499              |
| 24891EC      | PAVE MOUNT INFRARED TEMP EQUIPMENT 6 | SQ FT  | 19026            |

#### NOTES

ALL ASPHALT MIXTURES SHALL BE ESTIMATED AT 110 LBS. PER SQ. YD. PER INCH OF DEPTH, UNLESS NOTED OTHERWISE.

- () ESTIMATED AT 115 LBS. PER SQ. YD. PER INCH OF DEPTH.
- ② ESTIMATED AT 100 LBS. PER SQ. YD. PER INCH OF DEPTH OR 1.8 TONS PER CU. YD.
- (3) VOLUME IN CUBIC YARDS
- ④ INCLUDES 1 TON TO BE PLACED AROUND THE PERFORATED PIPE HEADWALL.
- (5) INCLUDES 993 SQ. YD. PLACED BETWEEN THE NO. 2 STONE AND EXCAVATED AREA.
- (6) THESE QUANTITIES CARRIED FORWARD TO THE PAVING SUMMARY. ALL OTHER QUANTITIES CARRIED FORWARD TO THE GENERAL SUMMARY.

I-75 NB Slide Correction @ MP 72.8 - Paving Areas & Quantities

# CONTROL POINTS SET FOR REPAIR OF SLIDE ON I-75 NORTHBOUND AT APPROXIMATE MP 72.8

# COORDINATE SYSTEM

Coordinates for horizontal control are based on the coordinates for control monuments 103 and 104 which were derived by RTK GNSS observations with a Trimble R10 Receiver utilizing the Kentucky Transportation Cabinet's CORS stations.

Coordinates for this project are based on the Kentucky Single Zone State Plane Coordinate System and are on the grid. All coordinates are shown in U.S. Survey Feet.

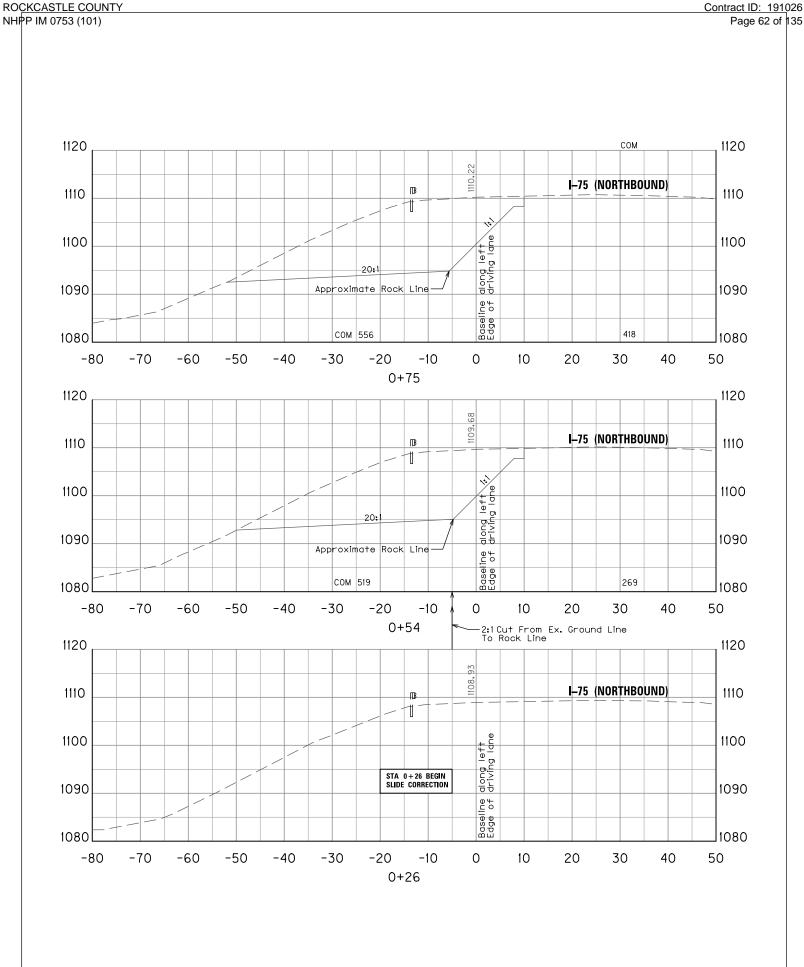
#### **BASIS OF ELEVATIONS**

Elevations were derived from the GNSS observed elevation for control monument 103 of 1103.18 US ft. This elevation was obtained by a GNSS RTK observation with a Trimble R10 Receiver utilizing the Kentucky Transportation Cabinet's CORS stations and Geoid12B. It is based on the NAVD 88 datum.

The elevations of all other monuments are based on a closed differential level loop from control monument 103 through each of them. All elevations are shown in U.S. Survey Feet.

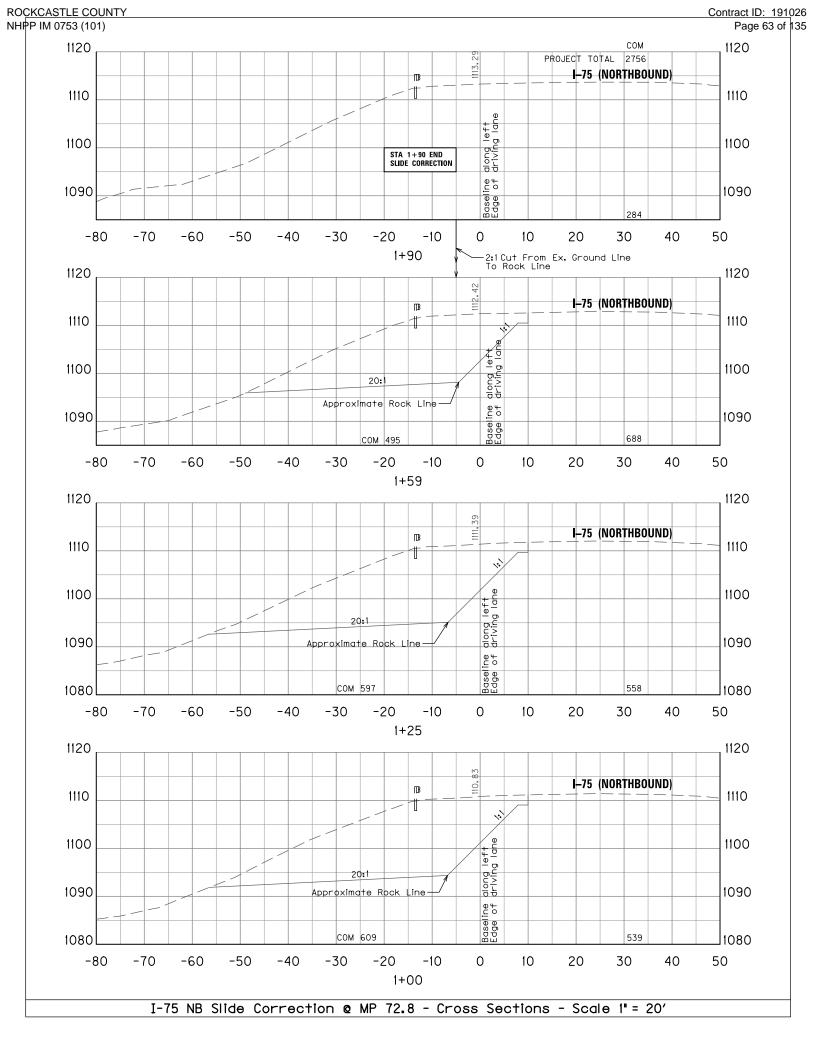
|       | COORDINATE CONTROL POINTS & BENCH MARKS |                         |            |           |                    |
|-------|---|-------------------------|------------|-----------|--------------------|
| DOINT | DESCRIPTION                             | State Plane Coordinates |            |           |                    |
| POINT |   | NORTH (Y)               | EAST (X)   | ELEV. (Z) | STATION and OFFSET |
| 103   | PK Nail                                 | 3719314.01              | 5336063,66 | 1103.18   | NZA                |
| 104   | PK Nail                                 | 3719432.19              | 5336041.19 | 1106.41   | NZA                |
| 105   | PK Nail                                 | 3719652.61              | 5335999,69 | 1112.49   | 1+76.52, 9.58 L†   |
| 106   | PK Nail                                 | 3719773,43              | 5335976.97 | 1115.88   | NZA                |
|       |   |                         |            |           |                    |

△ SYMBOL FOR A CONTROL MONUMENT - SEE SLIDE PLAN SHEET



I-75 NB Slide Correction @ MP 72.8 - Cross Sections - Scale 1" = 20'

Page 62 of 135



### TRAFFIC CONTROL PLAN I-75 REHABILITATION PROJECT ROCKCASTLE COUNTY ITEM NO. 8-20004.00

# 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 2012 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.

Lane closures will only be permitted during the following days and times:

• Traffic may be reduced to two lanes 7 AM to 7 PM each week day (Monday morning through Thursday evening)

- Traffic may be reduced to one lane 8 PM Sunday to 7 AM Monday and 7 PM to 7 AM all other week day nights
- No weekend lane reductions 7 AM Friday to 8 PM Sunday
- No lane reductions or work permitted during the holidays shown below

Only one lane closure per direction may be in place at the same time.

## **RESTRICTED WORKING DAYS**

• July  $4^{th}$  – 6:00 A.M. July  $3^{rd}$  to 6:00 A.M. to July  $8^{th}$ 

The Engineer may specify additional days and hours when lane closures are not allowed.

Note that lane closures are required for the project. Stripe and taper according to the MUTCD and Standard Drawings. Lane closures will be incidental to the "Maintain and Control Traffic" bid item.

During the days and hours when a lane closure is allowed maintain traffic as specified in the phasing notes and typical sections included in these plans.

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

#### PHASE 1

#### <u>I-75 NB & SB</u>

Reduce traffic to one lane and shift onto the inside travel lane. Mill 2 inches off the center and outside lanes and the outside shoulder. Place 2 inches of surface pavement on the milled lanes and shoulder. Place temporary striping after milling and surfacing prior to opening the center and right lanes to traffic.

### PHASE 2

### I-75 NB Slide Correction

Perform the slide correction detailed in the Proposal prior to the Phase 2 milling operation on I-75 NB.

Through the slide correction area: Install the Temporary Concrete Barrier Wall and Crash Cushion. Reduce traffic to two lanes and shift onto the outside lane and shoulder. Once the slide correction work has been performed, remove the Temporary Concrete Barrier Wall and Crash Cushion and proceed to the Phase 2 traffic control plan for pavement rehabilitation on I-75 NB & SB.

Install new guardrail where existing guardrail was removed to perform the slide correction and open the roadway to traffic two weeks prior to beginning the milling operation in this area of I-75 NB.

#### <u>I-75 NB & SB</u>

Reduce traffic to two lanes and shift onto the center and outside lanes. Mill 2 inches off the inside lane and three feet of the inside shoulder (to remove the existing rumble strips). Place 2 inches of surface pavement on the milled lane and shoulder. Place temporary striping after milling and surfacing prior to opening the center and right lanes to traffic.

### PHASE 3 – PERMANENT STRIPING

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

### TREE AND BRUSH TRIMMING

The Contractor is to trim trees and brush around the panel signs for maintenance of traffic as directed by the Engineer. This work will be considered incidental to the Maintain and Control Traffic bid item.

### 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. 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.

All temporary striping will be incidental to the "Maintain and Control Traffic" bid item.

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.

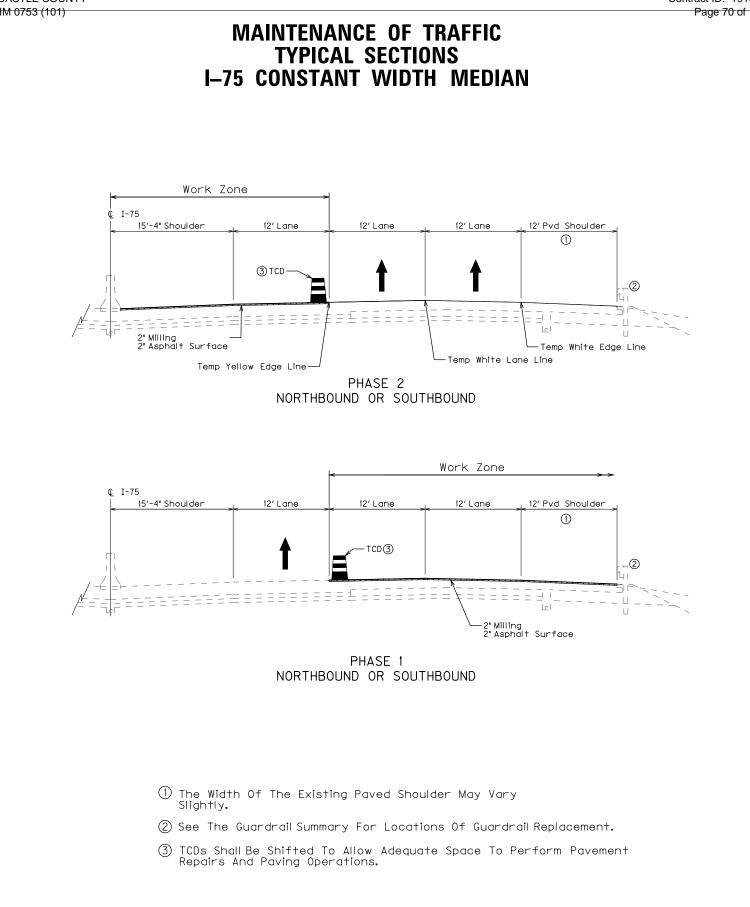
During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate portable changeable message boards as queue lengths change. The personnel will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

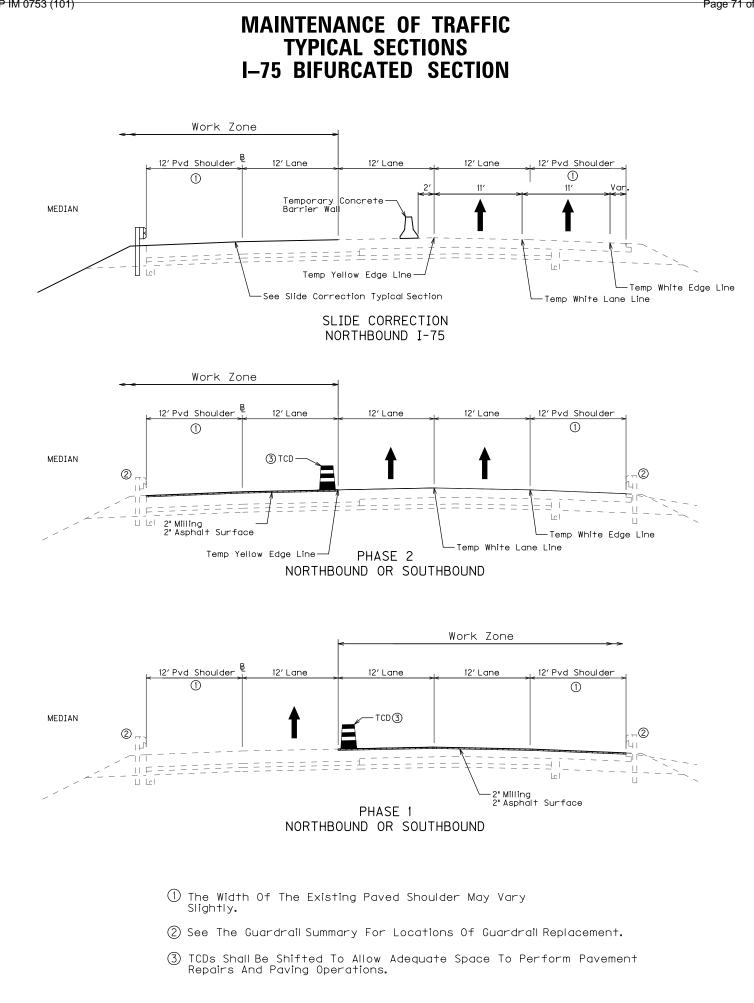
#### **COORDINATION OF WORK**

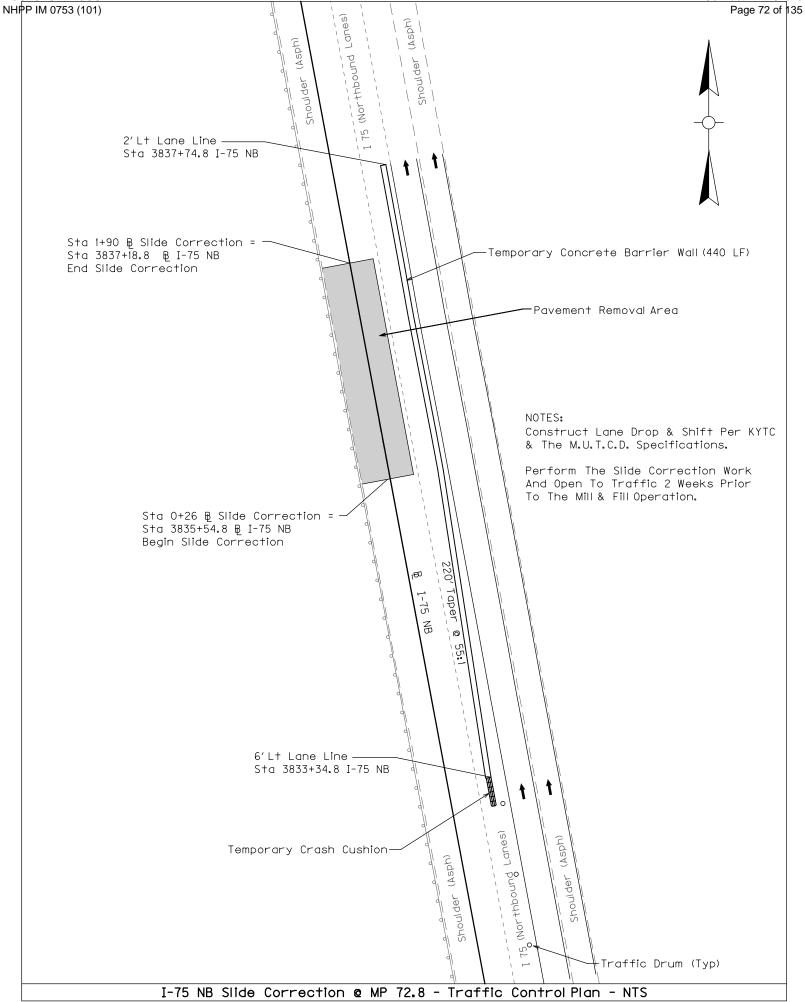
The Contractor is advised that other projects may be in progress within or in the near vicinity of this project. The traffic control of those projects may affect this project and the traffic control of this project may affect those projects. The Contractor will coordinate the work on this project with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

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

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







### SPECIAL NOTES APPLICABLE TO I-75 REHABILITATION PROJECT ROCKCASTLE COUNTY ITEM NO. 8-20004.00

- FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
- ASPHALT MILLING & TEXTURING
- FINE MILLING
- INTELLIGENT COMPACTION FOR ASPHALT MIXTURES
- PAVER MOUNTED TEMPERATURE CONTROLS
- LONGITUDINAL PAVEMENT JOINT ADHESIVE
- INLAID PAVEMENT MARKERS
- GROOVED ALL WEATHER PAVEMENT MARKINGS
- PORTABLE CHANGEABLE MESSAGE SIGNS
- WASTE AND BORROW SITES
- TYPICAL SECTION DIMENSIONS
- GENERAL NOTE 444: ASPHALT PAVEMENT RIDE QUALITY
- GENERAL NOTE 447: COMPACTION OF ASPHALT MIXTURES

OTHER SPECIAL NOTES MAY APPLY.

### Special Note for Fixed Completion Date And Liquidated Damages I-75 Rehabilitation Project Rockcastle County Item No. 8-20004.00

This project will have a fixed completion date of **August 1, 2019** for completion of all work associated with this project.

Liquidated damages per the Standard Specifications will be charged for each calendar day for any work completed after **August 1, 2019**.

Liquidated damages will be assessed in the amount of \$5,000 per hour, or fraction thereof, when a lane closure remains in place during a prohibited period specified in the Traffic Control Notes of this Proposal.

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 ASPHALT MILLING AND TEXTURING I-75 REHABILITATION PROJECT ROCKCASTLE COUNTY ITEM NO. 8-20004.00

Begin paving operations within <u>48 hours</u> of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, liquidated damages will be assessed at the rate prescribed by Section 108.09 of the current Standard Specifications until such time as paving operations are begun. Milling & Paving operations must be completed that prevents uneven pavement with adjacent lanes.

Removal of existing pavement markers prior to milling operations are considered incidental to "Fine Milling."

The Contractor shall retain all millings.

#### SPECIAL NOTE FOR FINE MILLING

Perform Fine Milling at areas outlined in the Typical Sections and as directed by the Engineer.

**A). Equipment** Provide a cold milling machine with a fine tooth milling drum and an electronic grade control system. The tool spacing of the drum shall not exceed 3/8 inch. The machine shall be equipped with a grade control system capable of determining a mean value from a minimum of three grade sensors. The sensors shall span a minimum length of 20 ft longitudinally. The drum must be capable of producing a macrotexture measurement greater than or equal to 9.5 inches as described in C) Testing.

**B).** Construction The milling machine shall be operated at a speed and drum revolution per minute such that the macrotexture measurement is greater than or equal to 9.5 inches as described in C) Testing and the milled pavement profile does not vary longitudinally more than <sup>1</sup>/<sub>4</sub> inch from a 16' straightedge. Maintain the milling drum such that the cross–slope does not vary more than 1/8 inch from a 10 foot straightedge. Milling shall be performed so that the cross-slope breaks between driving lanes and shoulders remain at their existing locations. Depth of milling shall be set so as to remove rutting and profile errors. Contractor will take possession of all millings from milling operations. The milled surface shall be swept clean of all loose material after milling and prior to resurfacing.

**C). Testing** Testing shall be performed to determine the macrotexture of the milled pavement surface at a random location chosen in accordance with Kentucky Method KM 64-113- 14. Test area shall be cleaned with a stiff wire and or soft bristle brush and protected with a wind screen as necessary. Pour 200 ml of Type 1 glass beads (meeting AASHTO M 247) from a height of 4 inches or less onto the milled pavement surface. Using a round plexiglass disk (8 inches in diameter x <sup>1</sup>/<sub>2</sub> inch thick) with a round handle, place gently on pile of beads and spread in a slow circular motion to disperse the beads in a circular area and create a defined crest around the perimeter. Continue spreading until the beads are well dispersed and the disk rides on top of the high points of the milled pavement surface. Measure the diameter of the pile in inches at 0 degrees, 45 degrees, 90 degrees and 135 degrees. Determine the macrotexture measurement in inches by adding the four measurements and dividing by four. Frequency of testing shall be a minimum of once daily and additional testing will be performed as determined necessary by the project engineer.

D). Measurement The Department will measure Fine Milling in Square Yards of surface milled.

**E). Payment** Payment at the contract unit price per Square Yard of Fine Milling shall be full compensation for all equipment, work, and material necessary to complete the operations described herein.

Inlaid Pavement Markers Page 1 of 4

#### SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

#### I. DESCRIPTION

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

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

#### **II. MATERIALS**

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

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

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

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

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

Inlaid Pavement Markers Page 2 of 4

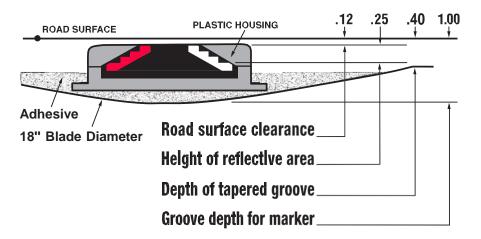
### **III. CONSTRUCTION**

**A. Experimental Evaluation.** The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.

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

**C. Installation.** Install IPMs in recessed grooves cut into the final course of pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent damaging the pavement. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

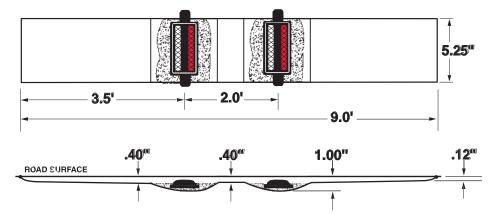
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around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



**D. Location and Spacing.** Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current standard drawings or sepias (note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for). Do not install markers on bridge decks. Do not install a marker

Inlaid Pavement Markers Page 3 of 4

on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



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

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

**E. Disposal of Waste.** Dispose of all removed pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.

**F. Restoration.** Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.

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

**H. Caution.** Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the

Inlaid Pavement Markers Page 4 of 4

> material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

### **IV. MEASUREMENT**

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

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

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

### V. PAYMENT

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

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

# SPECIAL NOTE FOR GROOVED ALL WEATHER PAVEMENT MARKINGS

1. **DESCRIPTION.** Furnish and install a wet retroreflective pavement marking system in accordance with this special note. Project will include use of thermoplastic striping. Striping (both edge and skip lines) shall include specified elements to provide wet retroreflectivity. Lines shall be installed in a shallow groove to protect retroreflective elements.

2. THERMOPLASTIC STRIPING. Thermoplastic pavement markings shall comply with Sections 714 and 837 of the Department of Highways' Standard Specifications for Road and Bridge Construction, unless otherwise noted. Contrary to Section 714 of the Standard Specifications, thermoplastic striping shall be a minimum thickness of 100 mils. Striping shall include specified elements to provide wet retroreflectivity.

Gaps in the edge lines, as outlined in the Subsection 714.03.01 of the Standard Specifications for Road and Bridge Construction, will not be necessary since striping will be recessed below the surface.

**3. WET REFLECTIVE ELEMENTS.** Wet reflective beads shall be one of the following products:

- 3M Connected Roads All Weather Elements
- Potters Visimax Highway Glass Bead System

The color of the wet reflective beads shall match the color of the line being applied. Traditional and wet reflective beads shall be applied in a double-drop application of traditional glass beads and wet reflective optical elements. Contractor shall follow manufacturer's recommendations as to incorporating wet reflective elements into the striping operation. Apply traditional beads and wet reflective elements in sufficient quantities to obtain the dry retroreflectivity requirements and desired wet retroreflectivity levels. A 50/50 ratio of traditional beads to wet reflective elements is recommended, but bead distribution may be modified with the approval of the engineer, if the contractor feels that a different distribution is necessary to meet dry/wet retroreflectivity levels.

The manufacturer of the wet reflective bead shall have a factory representative on site before the contractor begins striping operations. The factory representative shall assure the engineer that the wet reflective system has been calibrated for proper application before the contractor begins. The factory representative shall remain available to periodically assure the engineer the system is being applied according to the manufacturer's recommendations. A random sample of wet reflective elements shall be provided to the Division of Materials before use on the project.

**4. PLACEMENT IN GROOVE.** In an attempt to protect the retroreflective elements, striping shall be installed in shallow grooves. Contractor shall follow bead manufacturer's recommendations regarding grooving applications.

Grooves shall be a minimum of 2" from any longitudinal pavement joint. The groove shall not be

installed on concrete surfaces or in other areas identified by the Engineer. The groove shall not be installed continuously for intermittent pavement markings, but only where markings are to be applied.

Grooves shall be 1 inch  $\pm \frac{1}{4}$  inch wider than the pavement marking material. Groove depth shall be 150 mils  $\pm 5$  mils, unless otherwise approved by the Engineer. Depth shall be consistent across the full width of the groove. Depth plates shall be provided by the Contractor to the Engineer to assure that desired groove depth is achieved.

Grooves that are ground deeper or wider than the specified allowable limits shall be repaired per the direction of the Engineer at no additional cost. Grooves that are ground too shallow, too narrow, or with unacceptable rises between blade cuts shall be reground to the correct size, depth, and surface finish at no additional cost. Slots ground out of alignment shall be patched using an approved method and materials.

Prior to cutting out the grooves for all recessed lines, the Contractor shall use a chalk line or other suitable method to layout the proposed pavement markings on the surface course so that the Engineer can inspect the locations.

Grooves shall be clean, dry and free of laitance, oil, dirt, grease, paint or other foreign contaminants. If water is used to clean the groove or the grooving process takes place during rainfall, a minimum of 24 hours of dry time is required prior to the placement of pavement markings.

After the depth, width, length, and surface condition has been approved by the Engineer, grooves shall be cleaned of any fine particles using high-pressure compressed air before application of the striping. The Contractor shall prevent traffic from traversing the grooves and re-clean grooves, as necessary, prior to application of pavement markings at no additional cost to the Department.

**5. PAVEMENT MARKING PERFORMANCE.** Pavement marking retroreflectivity performance under dry conditions will be evaluated in accordance with the Standard Specifications for Road and Bridge Construction.

The use of wet reflective elements on this project is part of a pilot effort to evaluate potential pavement marking enhancements. As a result, minimum wet retroreflectivity values have been established and will be measured. However, the wet retroreflectivity performance will not be considered as part of the acceptance and payment for pavement striping on this project.

Desired minimum wet recovery retroreflectivity requirements at the end of the proving period (Standard Specifications for Road and Bridge Construction, Section 714.03.06) are as follows:

Retroreflectivity (mcd(ft<sup>-2</sup>)(fc<sup>-1</sup>)) {metric equivalent mcd(m-<sup>2</sup>)(lux<sup>-1</sup>)}

|                             | White | Yellow |
|-----------------------------|-------|--------|
| Wet recovery (ASTM 2177)    | 250   | 175    |
| Wet Continuous (ASTM E2832) | 150   | 100    |

In support of wet retroreflectivity testing, samples of representative markings (both white and yellow) shall be provided on one foot sections of rigid panel (20 gauge aluminum or thicker). Samples shall be taken at the beginning and end of the striping operation (total of two samples per color). Samples shall be protected from damage and submitted to the Division of Materials for testing and record of the project output for the materials used. Lines on the project are subject to future testing to monitor pavement marking performance in the field.

**6. MEASUREMENT.** Wet retroreflective elements will be incidental to the pay items for pavement striping.

The Department will measure work required for the installation of the recessed groove. The Department will not measure surface preparation and pre-marking of the groove for payment and will consider them incidental to the groove pay item. Corrective work will not be measured for payment.

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

| Code    | Pay Item                                 | Pay Unit |
|---------|--|----------|
| 25019EC | Groove for Pave Striping – 7 IN          | LF       |
| 25008EC | Pave Striping-Thermo-6 IN W-Wet Reflect  | LF       |
| 25009EC | Pave Striping-Thermo-6 IN Y- Wet Reflect | LF       |

March 27, 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 <a href="https://www.IntelligentCompaction.com">www.IntelligentCompaction.com</a>.
- 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 colorcoded 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.

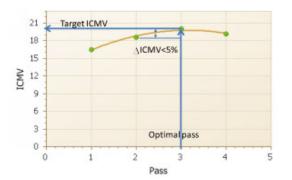
A. Pre-Construction Test Section(s) Requirements.

<u>Three to five days prior to the start of production</u>, 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.

CodePay Item24781ECIntelligent Compaction for Asphalt

<u>Pay Unit</u> 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  $\pm 4$  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  $\pm 2.0\%$  using an independent temperature device on a material of known temperature. Collect and compare the GPS coordinates from the equipment with an independent measuring device.
  - 1. Ensure the independent survey grade GPS measurement device is calibrated to the correct coordinate system (using a control point), prior to using these coordinates to validate the equipment GPS.
  - 2. The comparison is considered acceptable if the coordinates are within 4 feet of each other in the X and Y direction.
- C. Collect thermal profiles on all 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.

CodePay ItemPay Unit24891ECPave Mount Infrared Temp EquipmentSquare Foot

March 14, 2019



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

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

## **RIGHT OF WAY CERTIFICATION**

| Original                    |                        | <b>Re-Certific</b>           | ation                |                       | RIGHT OF WAY CERTIFICATION |                                       |   |  |  |  |
|-----------------------------|------------------------|------------------------------|----------------------|-----------------------|----------------------------|---------------------------------------|---|--|--|--|
| ITEM                        | #                      | COUNTY                       |                      |                       | PRO                        | PROJECT # (STATE) PROJECT # (FEDERAL) |   |  |  |  |
| 08-20004.00 R               |                        | Rock                         | Rockcastle           |                       | FD52 102 0                 | 075 071-074                           | NHPPIM 00753 (101)  |  |  |  |
| PROJECT DESCRIPTION         |                        |                              |                      |                       |                            |                                       |   |  |  |  |
| Address Pavem               | ent Cor                | dition on I-                 | 75 both              | directions from       | MP 71.668 to M             | D 72 109                              |   |  |  |  |
| No Additi                   | onal Ri                | t of Way                     | Require              | d                     | 1411 71.008 10 141         | F 73.408                              |   |  |  |  |
| Construction will           | be with                | in the limits                | of the ex            | isting right of way   | The right of way           | was acquired in accor                 | dance to FHWA regulations                                       |  |  |  |
| under the official          | m Reloca               | ation Assista                | nce and              | Real Property Acq     | uisitions Policy Act       | of 1970, as amended                   | . No additional right of way or                                 |  |  |  |
| Telocation assista          | ince wer               | e requirea to                | or this pr           | oject.                |                            |                                       | . No additional right of way of                                 |  |  |  |
| Condition                   | #1(Ad                  | ditional Rig                 | ht of W              | /ay Required and      | d Cleared)                 | E SULANNA SALAN                       |   |  |  |  |
| All necessary righ          | t of way               | , including co               | ontrol of            | access rights whe     | n applicable, have         | been acquired includi                 | ng legal and physical   |  |  |  |
| possession. Indi            | or appea               | l of cases ma                | ay be pe             | nding in court but    | legal possession h         | as been obtained. The                 | ra may be come improvements                                     |  |  |  |
| remaining on the            | ngur-or                | way, but all                 | occupan              | its have vacated th   | e lands and impro          | vements and KVTC ba                   | as physical possession and the                                  |  |  |  |
| court. All relocati         | ons bave               | been reloca                  | all impr             | ovements and ent      | ter on all land. Just      | Compensation has be                   | en paid or deposited with the                                   |  |  |  |
| adequate replace            | ment hc                | using in acco                | rdance               | with the provision    | s of the current FH        | that KYTC has made as                 | vailable to displaced persons                                   |  |  |  |
| Condition                   | # 2 (Ad                | ditional Rig                 | ht of W              | ay Required wit       | h Excention)               | ivva directive.                       |   |  |  |  |
| The right of way I          | as not b               | een fully acc                | uired, th            | ne right to occupy    | and to use all right       | S-of-way required for                 | the proper execution of the                                     |  |  |  |
| project has been            | acquired               | Some parce                   | els may t            | pending in cour       | t and on other par         | cels full legal nossessi              | on has not been obtained, but                                   |  |  |  |
| l nghươi entry nas          | been ob                | tained, the c                | ccupant              | 's of all lands and i | morovements have           | e vacated and KVTC h                  | as physical possession and right                                |  |  |  |
| coremove, salvag            | e, or aer              | nolish ali imj               | proveme              | ents. Just Compens    | sation has been pai        | id or deposited with t                | he court for most parcels just                                  |  |  |  |
| compensation for            | an penc                | ing parcels v                | vill be pa           | aid or deposited w    | ith the court prior        | to AWARD of constru                   | ction contract  |  |  |  |
|                             | # 3 (Ad                | ditional Rig                 | ht of W              | ay Required wit       | h Exception)               |                                       |   |  |  |  |
| The acquisition of          | right of               | occupancy a                  | nd use o             | of a few remaining    | parcels are not co         | mplete and/or some p                  | parcels still have occupants. All                               |  |  |  |
| requesting author           | ization t              | nau replace<br>o advertise t | ment no<br>bis proje | ousing made availa    | ble to them in acco        | ordance with 49 CFR 2                 | 4.204. KYTC is hereby   |  |  |  |
| be fully acquired.          | and/or s               | ome occupa                   | nts will r           | ot he relocated a     | proceed with bid in        | etting even though the                | e necessary right of way will not<br>paid or deposited with the |  |  |  |
| court for some pa           | rcels unt              | il after bid le              | tting. K             | TC will fully meet    | all the requirement        | ts outlined in 23 CEP                 | paid or deposited with the 635.309(c)(3) and 49 CFR             |  |  |  |
| 24.102() and will           | expedite               | completion                   | of all ac            | quisitions, relocati  | ions, and full paym        | ents after bid letting a              | and prior to  |  |  |  |
| AWARD of the cor            | istructio              | n contract of                | torce a              | ccount constructio    | on.                        |                                       |   |  |  |  |
| Total Number of Parce       |                        |                              | EXCE                 | PTION (S) Parcel #    | ANTIC                      | IPATED DATE OF POSSESSI               | ON WITH EXPLANATION   |  |  |  |
| Number of Parcels The       | It Have Be             |                              | <b>_</b>             |                       |                            |                                       |   |  |  |  |
| Signed Deed<br>Condemnation |                        | 0                            |                      |                       |                            |                                       |   |  |  |  |
| Signed ROE                  |                        | 0                            |                      |                       |                            |                                       |   |  |  |  |
| Notes/ Comments (           | Use Addi               | tional Sheet if              | necessar             | γ)                    |                            | ·····                                 |   |  |  |  |
|                             |                        |                              |                      |                       |                            |                                       |   |  |  |  |
|                             |                        |                              |                      |                       |                            |                                       |   |  |  |  |
|                             |                        |                              |                      |                       |                            |                                       |   |  |  |  |
|                             |                        |                              |                      |                       |                            |                                       |   |  |  |  |
|                             | LPA RW Project Manager |                              |                      |                       | Right of Way Su            | pervisor                              |   |  |  |  |
| Printed Name                |                        |                              |                      |                       | Printed Name               | 2010.04.0                             | harles Hale   |  |  |  |
| Signature                   |                        |                              |                      |                       | Signature                  |                                       |   |  |  |  |
|                             |                        |                              |                      |                       |                            | 1/10.16 J/1.4 00:30:20                |   |  |  |  |
| Date                        |                        |                              |                      |                       | Date                       | -04'00'                               |   |  |  |  |
| Date                        | Right c                | of Way Dire                  | ctor                 |                       | _                          | -04'00'                               | 4/4/2019  |  |  |  |
| Date<br>Printed Name        | Right c                | of Way Dire                  |                      | signed by DM          | Date                       | FHWA                                  | 4/4/2019  |  |  |  |
|                             | Right c                | of Way Direc                 | Digitally<br>Loy     | signed by DM          | Date<br>Printed Name       | -04'00'                               | 4/4/2019<br>hy hus x  |  |  |  |
| Printed Name                | Right c                | of Way Direct                | Digitally<br>Loy     | signed by DM          | Date                       | FHWA                                  | 4/4/2019  |  |  |  |

## UTILITIES AND RAIL CERTIFICATION NOTE

## ROCKCASTLE COUNTY, NHPPIM 0753 (101) FD52102 0075 071-074 PAVEMENT REHABILITATION PROJECT ON I-75 FROM MP 71.668 – 73.408 8-20004.00

#### GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

ALL EXISTING UTILITIES are believed to be clear of construction. The road contractor is responsible for contacting all utilities and having lines Crossing the project area to avoid conflicts.

Jackson Energy Cooperative has four (4) aerial electric line crossing I -75 in the project area and will not be affected by this project. The contract will identify this area and precaution taken in this area to avoid there facilities.

Windstream has three (3) aerial electric line crossing I -75 in the project area and will not be affected by this project. The contract will identify this area and precaution taken in this area to avoid there facilities.

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

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

N/A

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

N/A

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

N/A

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

🖸 No Rail Involved 🛛 🚺 Minimal Rai

Minimal Rail Involved (See Below)

Rail Involved (See Below)

## UTILITIES AND RAIL CERTIFICATION NOTE

## ROCKCASTLE COUNTY, NHPPIM 0753 (101) FD52102 0075 071-074 PAVEMENT REHABILITATION PROJECT ON I-75 FROM MP 71.668 – 73.408 8-20004.00

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

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

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

#### **BEFORE YOU DIG**

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

## ROCKCASTLE COUNTY, NHPPIM 0753 (101) FD52102 0075 071-074 PAVEMENT REHABILITATION PROJECT ON I-75 FROM MP 71.668 – 73.408 8-20004.00

### UTILITIES CONTACT LIST OF THIS PROJECT

JACKSON ENERGY COOPERATIVE 115 JACKSON ENERGY LANE MCKEE, KY 40447 Contact: Tim Floyd (606) 364-1000

WINDSTREAM KY EAST, INC 719 N. MAIN ST. LONDON KY 40741

# PART II

## SPECIFICATIONS AND STANDARD DRAWINGS

### SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications* for Road and Bridge Construction and Standard Drawings are superseded by Standard Specifications for Road and Bridge Construction, Edition of 2012 and Standard Drawings, Edition of 2016.

## SUPPLEMENTAL SPECIFICATIONS

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

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

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

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

\*Insert numerals as directed by the Engineer. Add other messages during the project when required by the Engineer.

- 2.3 Power.
- 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

1I

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:

CodePay Item02671Portable Changeable Message Sign

Effective June 15, 2012

Pay Unit

Each

#### 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  $^{\circ}$ 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.

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  $^{\circ}$  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 |  |  |

<u>Code</u> 20071EC

Pay Item Joint Adhesive <u>Pay Unit</u> 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
- Implementation of Clean Air Act and Federal Water Pollution Control Act
   Compliance with Governmentwide Suspension and
- 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 designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

#### **II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <u>Form FHWA-1391</u>. 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-ofway of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

## 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

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

### 10. Certification of eligibility.

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

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

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

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

## 2. Violation; liability for unpaid wages; liquidated

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federalaid 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 administrating 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 thirtysix (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: KY190107 01/04/2019 KY107

Superseded General Decision Number: KY20180187

State: Kentucky

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

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<br>0 | Publication Date 01/04/2019 |         |
|--------------------------|-----------------------------|---------|
| SUKY2015-047 10/20/20    | )15                         |         |
|                          | Rates                       | Fringes |
| BOILERMAKER              | \$ 24.65                    | 12.94   |
| BRICKLAYER<br>Bricklayer | \$ 22.90                    | 8.50    |

| Stone Mason\$  | 21.50 | 8.50                   |
|--|-------|------------------------|
| CARPENTER<br>Carpenter\$<br>Piledriver\$                             |       | 14.50<br>14.50         |
| CEMENT MASON\$   | 21.25 | 8.50                   |
| ELECTRICIAN<br>Electrician\$<br>Equipment Operator\$<br>Groundsman\$ | 26.90 | 10.55<br>10.31<br>8.51 |

Lineman......\$ 30.09 10.94 When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

IRONWORKER.....\$ 27.56 20.57

## LABORER

| Group 1\$ | 21.80 | 12.36 |
|-----------|-------|-------|
| Group 2\$ | 22.05 | 12.36 |
| Group 3\$ | 22.10 | 12.36 |
| Group 4\$ | 22.70 | 12.36 |

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste -Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walkbehind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout

Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

## PAINTER

| All Excluding Bridges\$   | 19.92 | 9.57  |
|---------------------------|-------|-------|
| Bridges\$                 | 23.92 | 10.07 |
| PLUMBER\$                 | 22.52 | 7.80  |
| POWER EQUIPMENT OPERATOR: |       |       |
| Group 1\$                 | 29.95 | 14.40 |
| Group 2\$                 | 29.95 | 14.40 |

Group 3.....\$ 27.26

Group 4.....\$ 26.96 14.40 GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

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

14.40

| SHEET METAL WORKER\$           | 20.40    | 7.80    |
|--------------------------------|----------|---------|
| TRUCK DRIVER                   |          |         |
| Driver (3 Tons and Over),      |          |         |
| Driver (Truck Mounted          |          |         |
| Rotary Drill)\$                | 23.74    | 14.50   |
| Driver (3 Tons and Under),     |          |         |
| Tire Changer and Truck         |          |         |
| Mechanic Tender\$              | 23.53    | 14.50   |
| Driver (Semi-Trailer or        |          |         |
| Pole Trailer), Driver          |          |         |
| (Dump Truck, Tandem Axle),     |          |         |
| Driver of Distributor\$        | 23.40    | 14.50   |
| Driver on Mixer Trucks         |          |         |
| (All Types)\$                  |          | 14.50   |
| Driver on Pavement Breakers.\$ | 23.55    | 14.50   |
| Driver, Euclid and Other       |          |         |
| Heavy Earth Moving             |          |         |
| Equipment and Low Boy\$        | 24.31    | 14.50   |
| Driver, Winch Truck and A-     |          |         |
| Frame when used in             |          |         |
| Transporting Materials\$       | 23.30    | 14.50   |
| Greaser on Greasing            |          |         |
| Facilities\$                   |          | 14.50   |
| Truck Mechanic\$               | 23.50    | 14.50   |
| Truck Tender and               | <u> </u> | 1 4 5 0 |
| Warehouseman\$                 | 23.20    | 14.50   |
|                                |          |         |

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.

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### WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

END OF GENERAL DECISION

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 | GOALS FOR FEMALE |
|--------------------|------------------|
| PARTICIPATION      | PARTICIPATION IN |
| IN EACH TRADE      | EACH TRADE       |
| 7.0%               | 6.9%             |

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

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

3. The 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 Rockcastle County.

# PART IV

# **INSURANCE**

# **INSURANCE**

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

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

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

# PART V

# **BID ITEMS**

191026

# **PROPOSAL BID ITEMS**

Report Date 5/1/19

Page 1 of 2

Section: 0001 - PAVING

| LINE | BID CODE | ALT | DESCRIPTION                        | QUANTITY     | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|------------------------------------|--------------|------|-----------|----|--------|
| 0010 | 00001    |     | DGA BASE                           | 1,588.00     | TON  |           | \$ |        |
| 0020 | 00003    |     | CRUSHED STONE BASE                 | 437.00       | TON  |           | \$ |        |
| 0030 | 00100    |     | ASPHALT SEAL AGGREGATE             | 185.00       | TON  |           | \$ |        |
| 0040 | 00103    |     | ASPHALT SEAL COAT                  | 22.00        | TON  |           | \$ |        |
| 0050 | 00193    |     | ASPHALT SCRATCH COURSE PG76-22     | 1,952.00     | TON  |           | \$ |        |
| 0060 | 00217    |     | CL4 ASPH BASE 1.00D PG64-22        | 499.00       | TON  |           | \$ |        |
| 0070 | 00339    |     | CL3 ASPH SURF 0.38D PG64-22        | 5,204.00     | TON  |           | \$ |        |
| 0080 | 00342    |     | CL4 ASPH SURF 0.38A PG76-22        | 5,854.00     | TON  |           | \$ |        |
| 0090 | 00356    |     | ASPHALT MATERIAL FOR TACK          | 80.70        | TON  |           | \$ |        |
| 0100 | 02676    |     | MOBILIZATION FOR MILL & TEXT       | 1.00         | LS   |           | \$ |        |
| 0110 | 02696    |     | SHOULDER RUMBLE STRIPS             | 35,482.00    | LF   |           | \$ |        |
| 0120 | 20071EC  |     | JOINT ADHESIVE                     | 70,964.00    | LF   |           | \$ |        |
| 0130 | 24781EC  |     | INTELLIGENT COMPACTION FOR ASPHALT | 13,509.00    | TON  |           | \$ |        |
| 0140 | 24891EC  |     | PAVE MOUNT INFRARED TEMP EQUIPMENT | 1,722,162.00 | SF   |           | \$ |        |
| 0150 | 24964EC  |     | FINE MILLING                       | 118,273.00   | SQYD |           | \$ |        |

# Section: 0002 - ROADWAY

| LINE | BID CODE | ALT | DESCRIPTION   | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|---|----------|------|-----------|----|--------|
| 0160 | 00071    |     | CRUSHED AGGREGATE SIZE NO 57                        | 104.00   | TON  |           | \$ |        |
| 0170 | 00078    |     | CRUSHED AGGREGATE SIZE NO 2                         | 4,218.00 | TON  |           | \$ |        |
| 0180 | 01000    |     | PERFORATED PIPE-4 IN                                | 450.00   | LF   |           | \$ |        |
| 0190 | 01010    |     | NON-PERFORATED PIPE-4 IN                            | 15.00    | LF   |           | \$ |        |
| 0200 | 01020    |     | PERF PIPE HEADWALL TY 1-4 IN                        | 1.00     | EACH |           | \$ |        |
| 0210 | 01032    |     | PERF PIPE HEADWALL TY 4-4 IN                        | 2.00     | EACH |           | \$ |        |
| 0220 | 01982    |     | DELINEATOR FOR GUARDRAIL MONO<br>DIRECTIONAL WHITE  | 170.00   | EACH |           | \$ |        |
| 0230 | 01983    |     | DELINEATOR FOR GUARDRAIL MONO<br>DIRECTIONAL YELLOW | 159.00   | EACH |           | \$ |        |
| 0240 | 01985    |     | DELINEATOR FOR BARRIER - YELLOW                     | 46.00    | EACH |           | \$ |        |
| 0250 | 02014    |     | BARRICADE-TYPE III                                  | 4.00     | EACH |           | \$ |        |
| 0260 | 02200    |     | ROADWAY EXCAVATION                                  | 2,756.00 | CUYD |           | \$ |        |
| 0270 | 02351    |     | GUARDRAIL-STEEL W BEAM-S FACE                       | 3,575.00 | LF   |           | \$ |        |
| 0280 | 02363    |     | GUARDRAIL CONNECTOR TO BRIDGE END<br>TY A           | 1.00     | EACH |           | \$ |        |
| 0290 | 02367    |     | GUARDRAIL END TREATMENT TYPE 1                      | 1.00     | EACH |           | \$ |        |
| 0300 | 02381    |     | REMOVE GUARDRAIL                                    | 3,625.00 | LF   |           | \$ |        |
| 0310 | 02387    |     | GUARDRAIL CONNECTOR TO BRIDGE END<br>TY A-1         | 1.00     | EACH |           | \$ |        |
| 0320 | 02562    |     | TEMPORARY SIGNS                                     | 500.00   | SQFT |           | \$ |        |
| 0330 | 02575    |     | DITCHING AND SHOULDERING                            | 8,907.00 | LF   |           | \$ |        |
| 0340 | 02599    |     | FABRIC-GEOTEXTILE TYPE IV                           | 1,890.00 | SQYD |           | \$ |        |
| 0350 | 02650    |     | MAINTAIN & CONTROL TRAFFIC                          | 1.00     | LS   |           | \$ |        |
| 0360 | 02671    |     | PORTABLE CHANGEABLE MESSAGE SIGN                    | 4.00     | EACH |           | \$ |        |
| 0370 | 02701    |     | TEMP SILT FENCE                                     | 500.00   | LF   |           | \$ |        |
| 0380 | 02703    |     | SILT TRAP TYPE A                                    | 5.00     | EACH |           | \$ |        |
| 0390 | 02704    |     | SILT TRAP TYPE B                                    | 5.00     | EACH |           | \$ |        |

191026

**PROPOSAL BID ITEMS** 

Page 2 of 2

Report Date 5/1/19

| LINE | BID CODE | ALT DESCRIPTION                            | QUANTITY  | UNIT | UNIT PRIC | FP | AMOUNT      |
|------|----------|--|-----------|------|-----------|----|-------------|
| 0400 | 02705    | SILT TRAP TYPE C                           | 5.00      | EACH |           | \$ |             |
| 0410 | 02726    | STAKING                                    | 1.00      | LS   |           | \$ |             |
| 0420 | 02775    | ARROW PANEL                                | 4.00      | EACH |           | \$ |             |
| 0430 | 03171    | <b>CONCRETE BARRIER WALL TYPE 9T</b>       | 440.00    | LF   |           | \$ |             |
| 0440 | 03383    | PVC PIPE-4 IN                              | 72.00     | LF   |           | \$ |             |
| 0450 | 05950    | EROSION CONTROL BLANKET                    | 1,000.00  | SQYD |           | \$ |             |
| 0460 | 05963    | INITIAL FERTILIZER                         | 1.00      | TON  |           | \$ |             |
| 0470 | 05964    | MAINTENANCE FERTILIZER                     | 1.00      | TON  |           | \$ |             |
| 0480 | 05985    | SEEDING AND PROTECTION                     | 5,000.00  | SQYD |           | \$ |             |
| 0490 | 05992    | AGRICULTURAL LIMESTONE                     | 3.00      | TON  |           | \$ |             |
| 0500 | 06401    | FLEXIBLE DELINEATOR POST-M/W               | 100.00    | EACH |           | \$ |             |
| 0510 | 06406    | SBM ALUM SHEET SIGNS .080 IN               | 40.00     | SQFT |           | \$ |             |
| 0520 | 06407    | SBM ALUM SHEET SIGNS .125 IN               | 464.00    | SQFT |           | \$ |             |
| 0530 | 06410    | STEEL POST TYPE 1                          | 696.00    | LF   |           | \$ |             |
| 0540 | 06542    | PAVE STRIPING-THERMO-6 IN W                | 13,361.00 | LF   |           | \$ |             |
| 0550 | 06543    | PAVE STRIPING-THERMO-6 IN Y                | 8,907.00  | LF   |           | \$ |             |
| 0560 | 08903    | <b>CRASH CUSHION TY VI CLASS BT TL3</b>    | 1.00      | EACH |           | \$ |             |
| 0570 | 10020NS  | FUEL ADJUSTMENT                            | 12,037.00 | DOLL | \$1.00    | \$ | \$12,037.00 |
| 0580 | 10030NS  | ASPHALT ADJUSTMENT                         | 24,316.00 | DOLL | \$1.00    | \$ | \$24,316.00 |
| 0590 | 24489EC  | INLAID PAVEMENT MARKER                     | 444.00    | EACH |           | \$ |             |
| 0600 | 25008EC  | PAVE STRIPING-THERMO-6 IN W-WET<br>REFLECT | 13,251.00 | LF   |           | \$ |             |
| 0610 | 25009EC  | PAVE STRIPING-THERMO-6 IN Y-WET<br>REFLECT | 8,834.00  | LF   |           | \$ |             |
| 0620 | 25019EC  | <b>GROOVE FOR PAVE STRIPING - 7 IN</b>     | 22,085.00 | LF   |           | \$ |             |

# Section: 0003 - DEMOBILIZATION &/OR MOBILIZATION

| LINE | BID CODE | ALT | DESCRIPTION    | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------|----------|------|-----------|----|--------|
| 0630 | 02568    |     | MOBILIZATION   | 1.00     | LS   |           | \$ |        |
| 0640 | 02569    |     | DEMOBILIZATION | 1.00     | LS   |           | \$ |        |