



**CALL NO. 201**

**CONTRACT ID. 192604**

**FRANKLIN COUNTY**

**FED/STATE PROJECT NUMBER 037GR19M045 - NHPP**

**DESCRIPTION I-64 BRIDGES IN FRANKLIN COUNTY**

**WORK TYPE BRIDGE PAINTING & CLEANING**

**PRIMARY COMPLETION DATE**

**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 - 0%**

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

## TABLE OF CONTENTS

PART I	SCOPE OF WORK
	<ul style="list-style-type: none"><li>• PROJECT(S), COMPLETION DATE(S), &amp; LIQUIDATED DAMAGES</li><li>• CONTRACT NOTES</li><li>• FEDERAL CONTRACT NOTES</li><li>• SPECIAL NOTE(S) APPLICABLE TO PROJECT</li><li>• LIQUIDATED DAMAGES</li><li>• TRAFFIC CONTROL PLAN</li><li>• MATERIAL SUMMARY</li><li>• BRIDGE DRAWINGS</li></ul>
PART II	SPECIFICATIONS AND STANDARD DRAWINGS
	<ul style="list-style-type: none"><li>• SPECIFICATIONS REFERENCE</li><li>• SUPPLEMENTAL SPECIFICATION</li><li>• STANDARD DRAWINGS THAT APPLY</li></ul>
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS
	<ul style="list-style-type: none"><li>• FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273</li><li>• NONDISCRIMINATION OF EMPLOYEES</li><li>• EXECUTIVE BRANCH CODE OF ETHICS</li><li>• PROJECT WAGE RATES LOCALITY 3 / FEDERAL</li><li>• NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO FRANKLIN</li></ul>
PART IV	INSURANCE
PART V	BID ITEMS

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

### ADMINISTRATIVE DISTRICT - 05

**CONTRACT ID - 192604**

**037GR19M045 - NHPP**

**COUNTY - FRANKLIN**

**PCN - MB03700641901**

**NHPP 0644 (093)**

037B00051L - I-64 WB OVER KY-420 (MP 53.77). BRIDGE OVER KY-420 AND CEDAR RUN RDBRIDGE PAINTING & CLEANING SYP NO. 05-10030.00.

GEOGRAPHIC COORDINATES LATITUDE 38:09:32.00 LONGITUDE 84:52:52.00

**PCN - MB03700641902**

**NHPP 0644 (093)**

037B00051R - I-64 EB OVER KY-420 (MP 53.82). BRIDGE OVER KY-420 AND CEDAR RUN RDBRIDGE PAINTING & CLEANING SYP NO. 05-10030.00.

GEOGRAPHIC COORDINATES LATITUDE 38:09:26.00 LONGITUDE 84:52:52.00

**PCN - MB03700641903**

**NHPP 0644 (094)**

037B00052L - I-64 WB OVER KENTUCKY RIVER (MP 55.40). BRIDGE OVER KENTUCKY RIVER AND KY-1659BRIDGE PAINTING & CLEANING SYP NO. 05-10030.10.

GEOGRAPHIC COORDINATES LATITUDE 38:09:43.00 LONGITUDE 84:51:07.00

**PCN - MB03700641904**

**NHPP 0644 (094)**

037B00052R - I-64 EB OVER KENTUCKY RIVER (MP 55.46). BRIDGE OVER KENTUCKY RIVER AND KY-1659BRIDGE PAINTING & CLEANING SYP NO. 05-10030.10.

GEOGRAPHIC COORDINATES LATITUDE 38:09:39.00 LONGITUDE 84:51:06.00

**PCN - MB03700641905**

**NHPP 0644 (095)**

037B00053L - I-64 WB OVER US-60 (MP 57.87). BRIDGE OVER US-60BRIDGE PAINTING & CLEANING SYP NO. 05-10030.20.

GEOGRAPHIC COORDINATES LATITUDE 38:10:26.00 LONGITUDE 84:48:42.00

**PCN - MB03700641906**

**NHPP 0644 (095)**

037B00053R - I-64 EB OVER US-60 (MP 57.91). BRIDGE OVER US-60BRIDGE PAINTING & CLEANING SYP NO. 05-10030.20.

GEOGRAPHIC COORDINATES LATITUDE 38:10:25.00 LONGITUDE 84:48:41.00

**COMPLETION DATE(S):**

COMPLETED BY 09/30/2019	APPLIES TO 037B00052L AND 037B00052R OVERLAY AND SEAL REPL
COMPLETED BY 07/31/2020	APPLIES TO 037B00051L
COMPLETED BY 07/31/2020	APPLIES TO 037B00051R
COMPLETED BY 07/31/2020	APPLIES TO 037B00052L AND 037B00052R ALL OTHER WORK
COMPLETED BY 07/31/2020	APPLIES TO 037B00053L
COMPLETED BY 07/31/2019	APPLIES TO 037B00053R
58 CALENDAR Hours	APPLIES TO 037B00052L OVERLAY AND SEAL REPLACEMENT
58 CALENDAR Hours	APPLIES TO 037B00052R OVERLAY AND SEAL REPLACEMENT

## **CONTRACT NOTES**

### **PROPOSAL ADDENDA**

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

### **BID SUBMITTAL**

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

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

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

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

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

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

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

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

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

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

### **HARDWOOD REMOVAL RESTRICTIONS**

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

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

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

### **ACCESS TO RECORDS**

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

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

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

April 30, 2018

### **FEDERAL CONTRACT NOTES**

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

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

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

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

### **NOTICE TO ALL BIDDERS**

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

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

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

### **SECOND TIER SUBCONTRACTS**

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



### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

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

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

### **DBE GOAL**

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

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

### **OBLIGATION OF CONTRACTORS**

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

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

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

### **CERTIFICATION OF CONTRACT GOAL**

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

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

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

### **DBE PARTICIPATION PLAN**

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

The DBE Participation Plan shall include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **PROMPT PAYMENT**

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

### **CONTRACTOR REPORTING**

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

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

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

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

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

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development  
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 PREFERENCE ACT (CPA).**

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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

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

**SPECIAL NOTES  
DISTRICT NO. 7  
BRIDGE CLEANING AND PAINTING  
FRANKLIN COUNTY  
ITEM NOS. 05-10030.00, 05-10030.10 AND 05-10030.20  
NHPP 0644 (093), NHPP 0644 (094), NHPP 0644 (095)  
CID 192604 ~ 037GR19M045**

**NHPP 037 0064 B00051L 53.77**

I-64 WB over KY 420 (Cedar Run Road)

**Geographic Coordinates**

Latitude – 38° 09' 32.00''

Longitude – 084° 52' 52.00''

**Description**

2~55' RCDG Spans, 120'-168'120' Steel Girder Spans, Drawing Nos. 14037, 26511

**NHPP 037 0064 B00051R 53.82**

I-64 EB over KY 420 (Cedar Run Road)

**Geographic Coordinates**

Latitude – 38° 09' 26.00''

Longitude – 084° 52' 52.00''

**Description**

120'-168'120' Steel Girder Spans, Drawing Nos. 14038, 26511

**NHPP 037 0064 B00052L 55.40**

I-64 WB over KY River and KY 1659 (Glens Creek Road)

**Geographic Coordinates**

Latitude – 38° 09' 43.00''

Longitude – 084° 51' 07.00''

**Description**

225'-315'225' Steel Girder Spans, Drawing Nos. 14060, 14183, 14254

**NHPP 037 0064 B00052R 55.46**

I-64 EB over KY River and KY 1659 (Glens Creek Road)

**Geographic Coordinates**

Latitude – 38° 09' 39.00''

Longitude – 084° 51' 06.00''

**Description**

225'-315'225' Steel Girder Spans, Drawing Nos. 14060, 14183, 14254



**NHPP 037 0064 B00053L 57.87**

I-64 WB over US 60 (Versailles Road)

**Geographic Coordinates**

Latitude – 38° 10' 26.00''

Longitude – 084° 48' 42.00''

**Description**

78'-139'-78' Steel Girder Spans, Drawing No. 17632

**NHPP 037 0064 B00053L 57.91**

I-64 WB over US 60 (Versailles Road)

**Geographic Coordinates**

Latitude – 38° 10' 25.00''

Longitude – 084° 48' 41.00''

**Description**

78'-139'-78' Steel Girder Spans, Drawing No. 17632

## **SPECIAL NOTES FOR CLEANING AND PAINTING**

SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR WASTE MANAGEMENT

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE  
MANAGEMENT

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY  
REGULATIONS

SPECIAL NOTE FOR PAYMENT

SPECIAL NOTE FOR STENCILING

SPECIAL NOTE FOR UTILITIES AND SIGNS

SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE

SPECIAL NOTE FOR HANDRAIL REPAIR

SPECIAL NOTE FOR ASPHALT WATERPROOFING MIX

SPECIAL NOTE FOR JOINT SEAL REPLACEMENT

SPECIAL NOTE FOR REPLACE EXPANSION DAM GUTTER SYSTEM

SPECIAL NOTE FOR MAINTAINING AND CONTROLLING TRAFFIC

### **SPECIAL NOTE FOR BIDDING PREQUALIFICATION AND STAFFING**

Bidders shall be Pre-qualified under I18B – Bridge Painting to have a bid opened and read.

The contractor(s) and or subcontractor(s) performing painting operations shall retain staff meeting the requirements listed below for the duration of this contract. Any production work conducted while not meeting these requirements shall not be eligible for payment. The contractor(s) and or subcontractor(s) performing painting operations personnel shall have been directly responsible for field operations of a structure painting project containing the requirements listed below.

1. A structure over a river or having multiple structures (more than three)
2. Having specific containment requirements
3. Maintaining vehicular traffic.

The projects shall have been completed to the facility owners' satisfaction.

The Contractor(s) and or Subcontractor(s) performing the repair operations required in this contract (not paint related) shall be Pre-qualified for appropriate work items.

## **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**

All structural steel shall be cleaned and painted in accordance with the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction (current edition), and the following requirements:

### **A. SUBMITTALS**

The Contractor shall comply with the submittal requirements detailed in Section 108 of the 2012 Standard Specifications for Road and Bridge Construction and submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

1. A detailed Progress of Work Schedule. The Progress of Work Schedule will be reviewed and approved by the KYTC Engineer.
2. Traffic Control Plan. The Traffic Control Plan will be reviewed and approved by the KYTC Engineer.
3. Worker Protection Plan. The Worker Protection Plan will be reviewed by the KYTC Engineer.
4. Environmental Compliance Plan, including a Waste Management and a Ground Water and Surface Water Protection Plan. The Environmental Compliance Plans will be reviewed by the KYTC Engineer.
5. Manufacturers' recommended Film Thickness and application conditions for the coating system to be used.
6. Rigging and Containment Plan, Design for rigging and containment shall be signed and stamped by a licensed Kentucky professional engineer. The design for containment will be reviewed by the KYTC engineer.

**All submittals must be received, accepted and/or approved prior to beginning any work.**

### **B. CONTAINMENT**

All structural steel shall be totally enclosed during all phases of the work. All containment shall meet the criteria for **SSPC Guide 6 – Containment Classification Class 2A** for cleaning and painting of structural steel bridges.

Air Pressure- Negative air pressure meeting the requirements for **Type H2** shall be maintained.

Air Movement- A minimum air movement in containment is not specified but the contractor shall demonstrate that the air movement in the containment will provide the necessary engineering control to comply with OSHA worker safety requirements (i.e., lead standards as required by **29 CFR 1926**).

Emissions - Quantity of emissions from containment for structural steel bridges shall be assessed using Method A – Visible Emissions of **SSPC Guide 6** - Level 1 Emissions. Emissions shall be monitored for at least 15 minutes and reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) at least once for every four (4) hours of cleaning and painting.

Quantity of emissions from containment shall be assessed using **Method G** – Visual Assessment of Site Cleanliness. Results of the Method G assessment shall be reported in the logbook (**SEE SPECIAL NOTE FOR QUALITY CONTROL**).

Observance of emissions at any time may require (at the discretion of the Engineer) that cleaning and painting cease until the containment is sufficient to prevent emissions.

Provide proper (OSHA COMPLIANT) lighting on all operations (i.e. surface preparation, painting and inspection). Lighting for QA inspection shall meet the criteria described in **SSPC Guide 12** (Guide for Illumination of Industrial Painting Projects) for inspection.

The Contractor shall conduct EPA Ambient Air Monitoring for Toxic Metals (TSP-Lead) in accordance with 40 CFR 50 throughout all cleaning and painting operations. Background monitoring shall be conducted for a minimum of 3 days prior to mobilization of equipment and installation of containment materials. Additional monitoring may be requested at the discretion of the Engineer. Select an analytical laboratory which is approved to perform TSP-Lead analyses through the National Environmental Laboratories Accreditation Program (NELAP). Submit certified analytical results for each sample to the Engineer within 5 days of obtaining the sample. Emissions monitored by this method shall not exceed 1.5 micrograms per cubic meter ( $\mu\text{g}/\text{m}^3$ ) as a 90 day average as defined in the National Ambient Air Quality Standard (NAAQS) for Lead. Calculations to determine adjusted acceptable allowances based on NAAQS and site specific schedules are detailed in SSPC Technology Guide No. 6 and SSPC Technology Update No. 7.

The contractor shall provide OSHA compliant safe access for all cleaning, painting, and inspections.

Wastes and residue deposited on the containment materials shall be collected daily. In addition, containment materials shall be cleaned prior to moving/dismantling. The Engineer may direct additional cleaning as conditions warrant.

## **C. SURFACE PREPARATION**

### **Solvent Cleaning**

All visible grease and oil shall be removed from the surface prior to abrasive blast cleaning. The surface shall be cleaned in accordance with **SSPC-SP 1** to remove oil, grease, and any other surface contaminants. Only solvents or detergents that are acceptable to the coating manufacturer and the Department shall be used. A clean cloth shall be used for the final wiping of the cleaned surface. All solvent cleaning materials shall be collected, handled, stored, and disposed of as hazardous waste.

### **Compressed Air**

Compressed air used for any work shall be free from oil and/or water. The cleanliness of the compressed air shall be in accordance with **ASTM D 4285 (blotter test)**. The cleanliness of the compressed air shall be verified at least once per shift per compressor or as directed by the Engineer.

### **Abrasive Blast**

All structural steel shall be abrasive blast cleaned to an **SSPC-SP 10/NACE NO. 2** “Near White Metal Blast Cleaning” standard as described in the current SSPC documents. After blast cleaning all surface imperfections that remain (e.g. sharp fins, sharp edges, weld splatter, burning slag, scabs, slivers, etc.) shall be removed. The abrasive blast profile shall be **angular, 1.5 to 4.5 mils** as measured in accordance with **ASTM D 4417 Method B**.

### **Abrasive Media**

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSPC-AB 2** “Cleanliness of Recycled Ferrous Metallic Abrasive” standard.

**Residual lead paint may still be on bridge.** The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation. The Department will not consider any claims based on residual lead paint.

### **D. PAINT APPLICATION**

Areas shall not be painted until they have been inspected and approved by the Engineer. Paint shall be applied only to clean, dry surfaces. Ensure that the appropriate surface condition, as described in the Abrasive Blast Cleaning section, is present at the time of primer application (i.e. re-treat if rust-back occurs). Apply a **Class II (Type I or Type II)** system from the approved list referenced in the **SPECIAL NOTE FOR PAINT**.

All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC “Standard Specifications for Road and Bridge Construction” Section 614.03.02 and coatings supplier recommended conditions for application.

**The finish coat shall meet the following values.**

**Green    L\* = 58.30      a\* = --21.64    b\* = 12.26      Federal Standard 595 Color FS X4272**

**Damages** - All steps necessary to preclude damage to public property from paint overspray shall be taken. These steps shall include changes in the type of containment or cessation of spraying operations. The contractor shall be solely responsible for any damages arising from the painting operations.

**Repair of paint defects** - All defects in the new paint shall be repaired.

### E. PAINT STORAGE, HANDLING, SAMPLING, MIXING AND THINNING

A paint storage site for receiving and storing paint delivered for use on the project shall be established. The paint storage site shall be located separate from the job site. All new paint shall be received at the storage site for inventory and acceptance testing. At that time, have the Contractor's QC inspector (**SEE SPECIAL NOTE FOR QUALITY CONTROL**) and the Department's inspectors independently inventory the supplied paint by batch number and quantities delivered. Their tallies shall be compared and any differences resolved. The Department's inspector examines all paint containers delivered and rejects those with 1) broken seals, 2) rust, 3) and altered, missing or illegible batch numbers or labels. The Department's inspector numbers and initials each container with an indelible marker. A representative of the Department samples each lot of material (**SEE SPECIAL NOTE FOR PAINT**). Rejected paint containers shall be labeled "REJECTED" and dispose of them promptly. The unapproved and/or rejected containers of paint shall be stored separately from those that have been approved. No paint shall be permitted at the actual job site until the Division of Materials has approved it.

Both the Contractor's QC inspector and the Department's inspector shall conduct a daily start-up inventory of containers of approved paint brought to the job site noting batch numbers and the Department inspector's container number. At the end of the work day, the QC inspector and the Department's inspector shall conduct another inventory noting the number of paint containers expended, Department inspector's inventory numbers, and types of paint. Paint containers brought on the job site and not used shall be inventoried. Re-inventory those when they are taken back to the job site to be used.

The addition of solvents to paint shall be permitted **only** by written approval from the Engineer. Use only new solvents supplied by the paint manufacturer. Solvents shall only be used at the job site in the presence of the Department inspector. Solvents from new, unopened containers with the solvent manufacturer's labeling intact shall be used. The QC inspector shall record locations where solvent-thinned paint was used.

Solvents used for cleaning at the job site shall be kept in sealed containers away from mixing operations. Solvents used to clean brushes, rollers, or spray equipment shall be collected in sealed containers and stored as a hazardous waste.

The paint manufacturer shall be required to provide a technical representative at the job site when requested by the contractor or the Department at no additional cost to the Department.

### F. WORKMANSHIP

All structural steel surfaces shall be properly cleaned and painted to the satisfaction of the Engineer. There shall be no provision for missed areas or substandard work regardless of size of the area in question. **All improperly prepared or painted surfaces shall be repaired to meet the provisions of this specification.**

Allowable field variation of the color of all cured finish coats on structural steel shall be  $2.0\Delta E^*$ . These values shall be obtained from a spectrophotometer utilizing a D65 illuminant at  $45^\circ$  illumination and  $0^\circ$  viewing with a  $2^\circ$  observer. The reference for this test shall be readings obtained on the initial test patch (**SEE SPECIAL NOTE FOR QUALITY CONTROL**). Surfaces with finish coats with color variations exceeding the  $2.0\Delta E^*$  value shall be repainted at the option of the Engineer.

**G. BRIDGE CLEANING AND PREVENTIVE MAINTENANCE**

**Surface Preparation:** Remove all debris and clean all end bent caps, pier caps, pedestals, end bent back walls, all faces of parapet walls including end bent wing walls, all deck drains and gutters 2'-0" each side of the bridge deck. Cleaning shall be done with pressure washing equipment. Equip the pressure washer(s) with calibrated gage(s) and pressure regulators to ascertain and regulate water pressure. All equipment for pressure washing shall be operated at a minimum pressure 4,000 psi with fan tips and or 0 degree spinner tips as determined by the engineer at the working location with a minimum flow rate of 3.5 gal/minute provided that these pressures do not disturb intact existing coatings. Pressure and flow rates shall be reduced or increased to a level satisfactory to the Engineer should any existing intact coating is disturbed due to power washing procedures. The washing wand must be approximately perpendicular to the washed surface and within a maximum 12 inches of the surface. Wand extensions greater than 36 inches will be subject to Central Office Division of Construction approval. Use clean potable water for all pressure washing.

**Concrete Coatings:** Apply concrete coatings to all end bent caps, pier caps, pedestals, end bent end bent back walls and parapet wall as shown in concrete coating diagram for each bridge after all debris are removed and power washing is complete. Use compressed air to remove any loose debris from the concrete surfaces that are to be coated after power washing. See concrete coating diagram. All coatings shall be applied within manufacturers recommended dry film thickness range. Comply with KYTC "Standard Specifications for Road and Bridge Construction" Section 614.03.02 and coatings supplier recommended conditions for application. Allow the surfaces to be coated to dry before any coating is applied. The coating must be applied to a clean and dry surface. All coating application shall be executed using brushes, rollers, etc. Spray application will be permitted if containment is in place for structural steel paint application. Use one of the following coating systems from the manufacture listed below shall be used. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing.

<u>Manufacture</u>	<u>Prime Coat</u>	<u>Finish Coat</u>
Sherwin Williams	Macropoxy 646	Acrolon 218 HS
PPG	Amberlock 2	Devoe Devflex HP
Carboline -	Carboguard 890	Carbothane 133 HB
Tnemec -	Elastogrip 151	EnviroCrete 156

The finish coat shall be gray and will meet the following values.

	L*	a*	b*
Gray	74.94	- 1.54	3.92

See attached detailed drawings for concrete coating diagram for additional details.



#### **H. MEASUREMENT.**

**Clean and Paint Structural Steel:** The Department will measure the quantity as “Lump Sum”.

**Bridge Cleaning and Preventive Maintenance:** The Department will measure the quantity as “Lump Sum”.

#### **I. PAYMENT.**

**Clean and Paint Structural Steel (08434):** Payment at the contract lump sum price includes all labor, materials, rigging, containment, and all incidental items necessary to complete this work in accordance with these Notes, Plans, the Standard Specifications or as directed by the Engineer for all structural steel.

**Bridge Cleaning and Preventive Maintenance (23949EC):** Payment at the contract lump sum price includes all labor, all materials and all incidental items necessary to complete this work in accordance with these Notes, Plans, the Standard Specifications or as directed by the Engineer for all structural steel.

## SPECIAL NOTE FOR WASTE MANAGEMENT

All wastes shall be collected and placed in appropriate containers on a daily basis. **(SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS).**

### **Industrial waste**

Dispose of industrial wastes (non-hazardous wastes) such as paint buckets, paint-contaminated rags, rollers, clogged spray hoses and brushes. Store industrial waste in appropriate containers, and appropriately labeled, prior to disposal. Industrial waste containers not covered or designed to prohibit entry of water, must be included in and comply with Ground Water and Surface water Protection requirements **(SEE SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS - D. Groundwater and Surface water Protection).**

### **Hazardous Waste**

Hazardous materials shall be stored separate from paint debris. All non-reusable solvents used in cleaning shall be considered hazardous waste. Store solvent wastes in separate containers (i.e. not with the paint debris).

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with **Standard Drawing No. RFC-001-07** of the Kentucky Department of Highways Standard Drawings Book, with the **exception that concrete is not required for installation of posts**. The fence of the storage area must be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. Cover the ground where the containers will be stored with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all hazardous waste generated during the cleaning and painting operations in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations promulgated pursuant thereto.

The Kentucky Transportation Cabinet will file a Notification of Hazardous Waste Activity with the Kentucky Division of Waste Management to obtain an EPA Identification Number in accordance with **401 KAR 32:010, Section 3**. The Cabinet will provide the Contractor with this EPA ID number to be used in hazardous waste management in compliance with **401 KAR 32:010, Section 3 (1)**.

The Contractor shall be responsible for furnishing appropriate U.S. DOT containers that are made or lined with materials which are compatible with the hazardous waste to be stored in accordance with **401 KAR 35:180, Section 3**. All hazardous wastes collected at the job site shall be placed in those containers for transport to the storage site. The containers shall be used and managed at the job site and at the storage site in accordance with **401 KAR 35:180**. Prior to the transfer of the containers of hazardous waste from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of **401 KAR 32:030**.

Each container shall be labeled "Hazardous Waste" and the date clearly marked when the hazardous waste is *first* added to the container in compliance with **401KAR 35:180, Section 4(3)**. That date marked is the *start date* of the **seventy-five (75)** day storage period

The generator for the waste under this contract is the Kentucky Transportation Cabinet. All records including the labels on the waste containers and the manifests shall be completed using the Transportation Cabinet as the generator.

The Department requires that all hazardous waste shall be removed within seventy-five (75) days of the accumulation start date. The Contractor shall select a registered hazardous waste transporter to transport the containers of hazardous waste generated during the painting operations to a permitted hazardous waste treatment, storage or disposal facility. The hazardous waste must be manifested with a Uniform Hazardous Waste Manifest that is to be completed, in entirety, as per the regulations of **401 KAR 32:020** and **401 KAR 32:100**. Copies of all manifests with the Land Disposal Restriction Notice must be provided to the Project Manager and the Central Office, Division of Construction. **Final partial payment of 15% for the project will not be released until the Department receives all copies of the manifests.**

Failure to remove the hazardous waste within **Seventy-Five (75) days** shall result in a performance penalty of **Two Thousand Dollars (\$2,000.00)** per drum per day or **Eight Thousand Dollars (\$8,000.00)** per cubic yard per day that the containers are left in storage. This penalty is in addition to any fines that may be assessed by regulatory agencies other than the Transportation Cabinet.

#### **PAYMENT**

All cost for Industrial and Hazardous waste disposal shall be considered incidental to the lump sum bid for: **Clean and Paint Structural Steel (08434)**.

## **SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT**

The surface preparation debris generated at structural steel bridges shall be transported and recycled as a commercial substitute material in a recycling effort. All waste/debris collection, handling, storage, transportation, and disposal shall be the responsibility of the contractor.

### **Abrasive Media**

Clean, dry, uniformly graded recyclable steel grit or grit/shot abrasive mix shall be used to produce an angular profile for blast cleaning that is free of oil, soluble salts and other similar substances which could contaminate the blasted surface. The abrasive shall meet the **SSP-AB 2** "Cleanliness of Recycled Ferrous Metallic Abrasive" standard.

### **Collection, Handling, and Storage of Wastes and Surface Preparation Debris**

A "Competent Person for lead abatement" as defined by OSHA 1926.62 shall be on site during any operations which disturb lead. The "competent person" shall have successfully completed the **SSPC C3** "Supervisor/Competent Person Training for De-leading of Industrial Structures" or equivalent training.

All surface preparation debris shall be collected separate from waste materials and placed in appropriate containers on a daily basis. **(See Special Note for Environment and Employee Safety Regulations)**

### **Surface preparation debris**

Surface preparation debris shall be separated from all wastes. While on-site, the surface preparation debris shall be managed as lead containing material. Precautions shall be taken to protect employees and the public from exposure to lead. Handling and storage of surface preparation debris shall be accomplished to prevent releases to the environment.

The Department will provide a site on its property for the Contractor to erect a temporary storage facility. Store surface preparation debris and hazardous wastes at that site, in a secured six-foot high chain-link fence enclosure. The enclosure shall be built in accordance with Standard **Drawing No. RFC-001-07** of the Kentucky Department of Highways Standard Drawings Book, with the **exception that concrete is not required for installation of posts**. The fence of the storage area shall be firmly attached to metal posts and have a locked gate. The gate shall be secured to the fence post by a chain and a lock. Each side of the enclosure shall have appropriate placards forbidding unauthorized entrance and announcing that the area is a storage site for lead and hazardous wastes. The ground where the containers will be stored shall be covered with a waterproof tarpaulin. The contractor shall maintain the tarpaulin to avoid tears or punctures. Drums shall be set on skids that are placed on the tarpaulin. There shall be an adequate aisle space between the rows of stored drums so that the drums and labels can be inspected at any time. Areas around roll off containers shall be covered with tarpaulins. Tarpaulins shall be cleaned daily to remove collected lead bearing debris. The storage area shall be maintained / operated to prevent releases. The storage area shall have a spill clean-up kit. The kit shall include, but not be limited to shovel, broom, dustpan and absorbent material for solvents. There shall be access to communications or alarms whenever authorized personnel are in the storage compound.

The designated temporary storage facility shall be constructed and accepted by the Engineer prior to the onset of operations at the job site. The temporary storage facility shall be maintained during the active cleaning and painting of the bridge and return the site to its original state when the work is completed.

The Contractor shall be solely responsible for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations. Hazardous wastes shall be managed in accordance with the Kentucky Revised Statutes, Chapter 224, Subchapter 46, and the Kentucky Administrative Regulations.

The Contractor shall be responsible for furnishing appropriate U.S. DOT-specified containers that are made or lined with materials that are compatible with the surface preparation debris per 49CFR173.213 (non-bulk containers) or 49CFR173.240 (bulk containers). All surface preparation debris collected at the job site shall be placed in those containers for transport to the storage site. Prior to the transfer of the containers of surface preparation debris from the job site to the storage area, the containers shall be correctly sealed, labeled, marked and placarded as defined in the pre-transport requirements of 49CFR172.301 (non-bulk containers) or 49CFR172.302 (bulk containers). The Contractor shall check with the recycler and the transporter to insure that containers acceptable to both parties are employed.

The Contractor shall be responsible for the quality of the surface preparation debris placed in disposal containers. Under NO circumstances shall the debris become wet or be co-mingled with miscellaneous wastes.

### **Transportation and recycling**

All surface preparation debris shall be transported for recycling within 90 days of initial container filling operations. The contractor shall contact the recycler to arrange for the delivery of the surface preparation debris. The recycler is: The Doe Run Company: Resource Recycling Division, HC1 Box 1395, HWY 10K, Boss, MO 65440, phone (573) 626-4813, fax (573) 626-3304, email [www.doerun.com](http://www.doerun.com). The contractor will complete the Doe Run Supplier Profile Form and provide copies of it to both Doe Run and the Engineer prior to transporting the surface preparation debris.

The contractor shall select a registered hazardous material (HAZMAT) transporter for transportation of the surface preparation debris. The contractor shall provide the necessary waste storage/transportation containers. The contractor shall arrange for the pick-up of the containers and delivery to the recycler.

**NOTE: The contractor shall be responsible for the condition of the surface preparation debris provided to the recycler. Surface preparation debris that is wet debris or that is co-mingled with other waste will be rejected by the recycler. If that occurs, the contractor must dispose of the debris as a hazardous waste. The contractor must promptly inform the Engineer in that event so that KYTC can obtain the proper permitting from the Kentucky Environmental and Public Protection Cabinet. Additionally, the contractor shall be responsible for all transportation costs, hazardous waste disposal costs and fines that are incurred.**

The contractor shall supply the Engineer with all weight tickets for the commercial substitute material transported and delivered to the recycler and all Certificates of Recycling issued by the recycler for material deliveries related to this project. **Final partial payment of 15% for the project shall not be released until the Engineer has received these documents.**

#### **PAYMENT**

All cost for the management and the disposal of all surface preparation debris and hazardous waste generated during the cleaning and painting operations shall be considered incidental to the lump sum bid for **Clean and Paint Structural Steel (08434)**.

## SPECIAL NOTE FOR QUALITY CONTROL

The contractor shall provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. All QC inspectors shall possess at a minimum one of the following certifications: **SSPC-BCI level 1 or NACE CIP level 1**. The QC inspector(s) shall not perform production work that requires QC/QA inspection. The Department's (QA) inspector shall conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete.

**Progress of Work** - Work shall proceed by sections, bays or other readily identifiable parts of the structure. All work shall proceed from top to bottom of the structure. The work shall be broken down into adjacent sections (control areas) separated by bulkheads. Bulkheads shall be sealed to the containment and meet all **SSPC Guide 6 – Containment Classification Class 2A** requirements. Only one phase of work shall be permitted in a given control area at any time.

In any control area, Quality Control Point inspection and approval shall precede the start of succeeding phases of work. Quality Control Points are progress milestones that occur when one phase of work is complete and ready for inspection prior to continuing with the next operational step. At those points, the Contractor shall provide the Departments QA inspectors with OSHA compliant access to inspect all pertinent surfaces. If QA inspection indicates a deficiency, that phase of the work shall be corrected and re-inspected prior to beginning the next phase of work.

### A. CLEAN AND PAINT STRUCTURAL STEEL

<i>Quality Control Point</i>	<i>QC Inspection Function</i>
1. Surface Preparation	
A. Solvent Cleaning	Visually inspect.
B. Abrasive Blast Cleaning	Measure profile Visually inspect for cleanliness.
2. Full Prime Coat Application	Check for dry film thickness, and defects in paint
3. Full Intermediate Coat (if applicable)	Check for dry film thickness, and defects in paint
4. Finish Coat Application	Check for dry film thickness, paint appearance, color and quality of application

The surface profile shall be verified with a minimum of 3 measurements per nozzle per shift. Each measurement shall be the average of 3 individual readings. Individual gage readings and averages shall be recorded in the log book. The Engineer may request additional measurements at any time.

The QC Inspector shall inspect prepared surfaces to determine whether those conform to the specification (see **SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION**). Inspect each individual coat of paint using **KM 64-258-08 Procedure C**. Inspect for areas of incomplete coating coverage and coating defects. The Engineer may request tests, including destructive DFT tests, at additional sites or he may elect to perform additional tests.

## **B. BRIDGE CLEANING AND PREVENTIVE MAINTENANCE**

### ***Quality Control Point***

### ***QC Inspection Function***

- |                            |  |
|----------------------------|--|
| 1. Surface Preparation     | Visual   |
| 2. Prime Coat Application  | Check for dry film thickness, and defects in paint *                               |
| 3. Finish Coat Application | Check for dry film thickness*, paint appearance, color and quality of application. |

\*Destructive DFTs shall be used. Contractor shall repair all test locations, cost will be considered incidental to the contract.

## **C. INSPECTION RECORDS**

The QC inspector shall maintain a handwritten record of all-painting activities, operations and inspections in the log book(s). At a minimum, the following information must be recorded:

1. all paint inventory and approval information,
2. daily records of ambient conditions (including all measurements taken),
3. daily progress of work information including start-up/shut-down times, bridge locations by control numbers, structural steel components by proper terminology and pertinent operations by control points, and
4. QC inspection information including evaluations at control points, rework comments, or approvals.

Make entries on consecutive pages of the logbook (in indelible ink) and make corrections by marking through mistakes with a single line. Do not remove pages or erase or obliterate entries in the logbook.

The QC inspector and QA inspector shall jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector shall perform an inspection and shall determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector shall require the contractor to make the necessary corrections. That process shall be repeated as necessary until suitable corrections have been made. Once a control area is approved by the QC, the QA will be requested to inspect that control area. The QA will note acceptance or rework comments in log book. Repeat until approved by the QA.



All logbooks shall be maintained at the job site at all times during the project, made available, upon request, to the Department's representatives and submitted to the Engineer at the end of the project for his review and records.

**Test Patch** - Prior to initiation of painting, prepare at least one test patch in each Section of work to serve as a standard for reference during the balance of the painting operations. The test patch shall be located at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft<sup>2</sup> per application method per coating plus 20 ft<sup>2</sup> for surface preparation. When Central office personnel, the Engineer, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor shall apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft<sup>2</sup> of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft<sup>2</sup>) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, re-blast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, the Engineer, the QA inspector, QC inspector, and a technical representative of the paint manufacturer. If QC and QA inspectors agree, clear coat preservation of the test patch may be replaced with pictorial records.

#### **PAYMENT**

All cost to provide QC inspectors shall be considered incidental to the lump sum bid for:

**Clean and Paint Structural Steel (08434). All Structural Steel Items.**

**Bridge Cleaning and Preventive Maintenance (23494EC): All Bridge Cleaning and Preventive Maintenance Items..**

### **SPECIAL NOTE FOR PAINT**

Use a coatings system from an approved supplier. A list of approved suppliers shall be found in the Department's List of Approved Materials maintained by the Division of Materials. All paint supplied shall conform to the applicable Special Notes contained in this proposal. The Department requires acceptance testing of samples obtained on a per-lot basis per-shipment. The Division of Materials shall perform acceptance testing. At his option, the Engineer may elect to conduct more frequent sampling and testing. Test samples shall be taken at the Contractor's paint storage site. Department personnel shall perform sampling. Allow (10) working days for testing and approval of the sampled paint.

**Note: It is the Contractor's responsibility to maintain an adequate inventory of approved paint. The Department shall assume no responsibility for lost work due to rejection of paint or approved paint subsequently found to be defective during the application process.**

## **SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS**

### **(A) Governing regulations**

The existing paint in this project may contain lead, which is classified as a hazardous (toxic) material. Be knowledgeable of and comply with, all **lead-related** environmental and health regulations governing the Contractor's operations. Comply with regulations current at the time the work is performed and all requirements herein. Collect, transport to waste storage sites, and store hazardous wastes in accordance with applicable environmental and health regulations. The contractor is solely responsible for collection, transport, storage and disposal of all industrial wastes.

### **(B) Liabilities and Obligations**

The contractor shall be solely responsible for compliance with all applicable environmental and health and safety regulations to the satisfaction of the applicable government regulatory agencies and the Department. The Department assumes no obligations or liabilities for work stoppages or fines due to enforcement actions by government regulatory agencies or to related delays that the Department deems necessary.

### **(C) State and Local Regulatory Agencies**

State and local regulatory agencies charged with enforcing **most** regulations affecting the generation of hazardous wastes and worker safety issues are:

Kentucky Occupational Safety and Health Program, Labor Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

Environmental and Public Protection Cabinet, Commonwealth of Kentucky, Frankfort, Kentucky

### **(D) Groundwater and Surface water Protection**

The contractor shall prepare and implement a groundwater and surface water protection plan in accordance with **401 KAR 5:037 (Ground Water), KRS 224.70-110 and 401 KAR 10:031 (Surface water)** with the exception that hazardous waste or hazardous materials container volume is not limited to greater than 55 gallons or weight to 100 pounds.

### SPECIAL NOTE FOR PAYMENT

Payment for cleaning and painting structural steel shall be according to Standard Specifications for Road and Bridge Construction (Current Edition) Section 614.05 with the following modification to Section 614.05.

Three-Coat Field Applied System. Partial payments will be based on acceptance of the following:

Surface Preparation	25%
Prime Coat	20%
Intermediate Coat	20%
Finish Coat	20%
De-rigging, touch-up of de-rigging marks and damage, and Environmental documentation	15%

Bridge Cleaning and Preventive Maintenance payment will be based on acceptance of the work upon completion.

Bearing Replacement payment will be based on acceptance of the work upon completion.

Joint Seal Replacement payment will be based on acceptance of the work upon completion.

### **SPECIAL NOTE FOR STENCILING**

The Bridge Number, the Month and year of the completion date, and any existing panel number system or panel number system set forth in the contract shall be stenciled on the structure at locations determined by the Engineer. Make the legend in letters and numerals at a minimum of 3 inches and maximum of 6 inches tall, and use a paint color that contrasts with the background.

### **SPECIAL NOTE FOR UTILITIES AND SIGNS**

All utilities, traffic signs shall be maintain and protected from damage.

All electric power that may on or near the structure shall be de-energized. The Contractor shall coordinate with the Department to have the power de-energized.

### **SPECIAL NOTE FOR WEIGHT LIMITS ON STRUCTURE**

**037B00051L** is rated at **50** tons.

**037B00051R** is rated at **58** tons.

**037B00052L** is rated at **34** tons.

**037B00052R** is rated at **34** tons.

**037B00053L** is rated at **50** tons.

**037B00053R** is rated at **114** tons.

No equipment, materials, vehicles, trailers nor combination of thereof exceeding the load rating of each structure listed above shall be placed on or drive across the structure. If the Contractor chooses to stage from the bridge deck he must submit a plan for approval by the KYTC Engineer showing placement and weight of all equipment.

## SPECIAL NOTE FOR ASPHALT WATERPROOFING MIX

1. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Machine prep the existing slab; (3) Complete full-depth and partial depth repairs as directed by the Engineer; (4) Repair/replace damaged and corroded reinforcing bars; (5) Place Asphalt Waterproofing Mix (AMW); (6) Maintain and control traffic; and (7) Any other work specified as part of this contract.

Asphalt Waterproofing Mix (AWM) is a highly elastomeric, polymer-modified, impermeable asphalt mixture designed to be a one-step, waterproof, wearing course system for bridge-deck overlays and the adjacent approaches. Place AWM at a minimum thickness of **2.0 in.** directly on the prepared surface using a conventional paver(s) and roller(s). Apply this material according to the lines, grades, and typical cross-sections as established by the Engineer.

### 2. MATERIALS AND PERSONNEL

**2.1 Concrete Class "M".** Use either Class "M1" or "M2"

**2.2 Aggregate.** Provide polish-resistant coarse and fine aggregate conforming to Subsection 403.03.03 for a Type A mixture. Do not use mineral aggregates that are inherently porous, such as blast-furnace slag, expanded shale, porous limestone, and lightweight aggregates, in this mixture.

**2.3 AWM Binder.** Provide a performance-graded (PG) 64-22 binder conforming to Section 806. Add 2.25 percent of a concentrated, thermoplastic, virgin polymeric material by weight of the total mixture. Ensure that the modified binder conforms to AASHTO M 320 with a high temperature of 94 °C or higher and a low temperature of -34 °C or lower. In addition, ensure that the AWM binder conforms to the following criteria:

<u>Test</u>	<u>Criteria</u>
Elastic Recovery at 10 °C (ASTM D 6084)	92 % (min)
Toughness (ASTM D 5801)	210 in.-lbf (min)
Tenacity (ASTM D 5801)	141 in.-lbf (min)

**2.4 Edge Sealant.** Provide a material for edge sealant as recommended by the producer of the thermoplastic polymer modifier utilized in the AWM. Ensure the material is a highly thixotropic edge sealant that dries to a soft consistency and will not dry out, crack, or split under vibration or slight movement of opposing surfaces.



**2.5 Adhesive Tack Coat.** Provide a solvent-based, elastomeric primer adhesive tack coat as recommended by the producer of the thermoplastic polymer modifier utilized in the AWM.

**2.6 Preconstruction Meeting.** At least two weeks prior to the anticipated start of the project, the Department will schedule a preconstruction meeting to discuss the production and placement of AWM.

**2.7 AWM Representative.** Ensure a technical representative from the producer of the thermoplastic polymer modifier utilized in the AWM is present at the preconstruction meeting, during the initial construction activities, and available upon the request of the Engineer.

### 3. CONSTRUCTION.

**3.1 Remove Existing Overlay.** In addition to Section 606.03.03, totally remove the existing concrete overlay by milling 1.5” of the deck or as directed by the Engineer. Prior to construction, submit a milling plan to the Engineer to show milling will only be 1.5”.

**3.2 Partial Depth Slab Repair.** Remove areas determined to be unsound by the Engineer via hand held jackhammers weighing less than 45lbs in accordance with Section 606.02.10 D. Repair/Replace all damaged or severely corroded reinforcing bars prior to partial depth repair operation. The Department will not measure material removal and will consider this work incidental to the bid item “PARTIAL DEPTH PATCHING”. Place Class “M” Concrete in accordance with Section 601.03.09.

**3.3 Preparation of Mixture.** Submit component material samples to the thermoplastic polymer modifier manufacturer for formulation of a mix design. Ensure the AWM contains no reclaimed materials. After receiving the completed mix design from the thermoplastic polymer modifier manufacturer, submit the AWM design and component material samples to the Division of Materials according to Subsection 402.03.

**3.4 Job-Mix Formula (JMF).** Contrary to Subsection 402.03, formulate and submit a JMF conforming to the following total binder content and gradation limits.

<u>Sieve Size</u>	<u>Percent Passing</u>	<u>Production Tolerance (%)</u>
½ in.	100	---
• in.	80-100	± 6
No. 4	50-76	± 6
No. 8	37-54	± 5

No. 16	26-40	± 4
No. 30	17-29	± 4
No. 50	10-21	± 3
No. 100	5-16	± 2
No. 200	2.0-8.0	± 1.5
% Virgin PG binder	5.0-7.0	
% Thermoplastic Polymer	2.25 by weight of total mixture	
% Total binder (Including PG binder and Thermoplastic polymer)	7.25-9.25	± 0.5

**3.5 Mix Design Criteria.** Contrary to Subsection 403.03, using a compaction effort of  $N_{des} = 75$  gyrations, perform and submit a laboratory mix design conforming to the following mixture specifications.

<u>Test</u>	<u>Criteria</u>
% Air Voids (AV) (AASHTO R 35)	$2.0 \pm 2.0$
% Voids-in-Mineral Aggregate (VMA) (AASHTO R 35)	16.0 (min)
Permeability (ASTM D 5084)	$10^{-8}$ to $10^{-10}$ m/s
Flexural Beam Fatigue (AASHTO T 321) (750 microstrains, 10 Hz, 2.0 % AV min)	250,000 cycles (min) (average of two samples)

The Department will not require AWM blends previously documented as satisfying the flexural beam fatigue specification to be tested again for flexural beam fatigue. Also, the Department will not require flexural beam fatigue testing for projects with a total AWM quantity of less than 1000 tons.

**3.6 Surface Preparation.** Prior to the preconstruction meeting, review the existing bridge deck(s) and approach pavement with a technical representative from the producer of the thermoplastic polymer modifier utilized in the AWM and Department personnel to develop a strategy for repairing distressed areas.

Prior to the placement of AWM over the bridge deck(s), repair any moderately or highly “D-cracked” areas, high-severity “punch-outs,” “blow-ups,” and other severe distresses with a doweled, full-depth patch. Patch with Class “M” Concrete.

Prior to the placement of the AWM as directed by the Engineer, fill large surface deformities, greater than 2 in. deep and/or if steel is exposed, with Class “M” Concrete.

Immediately prior to placing the AWM, thoroughly clean the surface of all vegetation, loose materials, dirt, mud, and objectionable materials. Ensure the surface is dry. During placement of the AWM, fill smaller pavement deformities in the underlying bridge deck(s) and approach pavement with the AWM.

**3.7 Application of Edge Sealant.** Apply edge sealant, at 4 to 6 in. wide and approximately 0.03 in. thick, before and after AWM application in accordance with the guidelines from the producer of the thermoplastic polymer modifier utilized in the AWM. Apply the sealant to all perimeter surfaces adjacent to the AWM, such as curbs, parapet walls, headers, drains, scuppers, and joints, in order to reduce moisture infiltration into the AWM. Also apply edge sealant to all longitudinal or transverse joints in the AWM that have cooled below 150 °F. When practical, apply the edge sealant the day before or as early as possible on the day of, paving to maximize drying time.

**3.8 Application of Adhesive Tack Coat.** Contrary to Subsection 406.03, apply an adhesive tack coat according to AWM manufacturer’s recommendations and specifications.

**3.9 Production, Transport, and Placement of AWM.** For batch plants, after adding the concentrated thermoplastic virgin polymeric material, dry-mix for approximately ten seconds. Next, add the asphalt binder, and wet-mix for 80 seconds to ensure a homogenous blend.

Do not use parallel-flow drum plants for production. For other types of drum plants, refer to the producer of the thermoplastic polymer modifier utilized in the AWM for mixing times.

Ensure the pavement surface or ambient air temperature is a minimum of 55 °F and rising at the time of AWM placement.

Contrary to Subsection 401.03, produce and place AWM at the following temperatures:

	<u>Temperature (°F)</u>
Mixing	410-450
Laydown at Paver	350-410

## Compaction 250-410

Do not permit any truck containing AWM to leave the asphalt mixing plant without inspection and approval by the technical representative from the producer of the thermoplastic polymer modifier utilized in the AWM or by the Engineer.

Ensure that the paving process begins on the downhill side of the crown and works upward in order to keep the excess water from the rollers, which may cause the mat to blister, away from the paving process.

### **3.10 Compaction of AWM.**

**3.10.1 Rollers.** Contrary to Subsection 403.03, compact the AWM only with steel, double-drum drive rollers in the static mode. Provide breakdown rollers with a static weight of approximately eight tons. Provide finish rollers with a static weight of four to eight tons and a maximum drum width of 60 in. Due to the elevated temperature of the mat, utilize approximately twice the water for the rollers than that of standard paving. Because the rollers will require more frequent filling, provide an additional roller to replace the roller being filled with water. Also provide a small roller or vibratory plate to compact smaller areas such as headers, scuppers, expansion joints, etc. that cannot accommodate a full-size roller.

**3.10.2 Opening to Traffic.** Open lanes to traffic when the AWM pavement reaches 140°F or a minimum of one hour after compaction is completed.

**3.11 Trial Demonstration(s).** At least two days prior to beginning mainline paving, demonstrate that satisfactory production and placement of AWM is possible. Furnish at least 50 tons for the trial demonstration. The Engineer will determine the site, outside of the driving lanes, and exact quantity of the trial placement. Perform a minimum of one volumetric analysis (two gyratory specimens and two Gmm tests), one total binder content determination, and one gradation determination. Document that the AWM satisfies the applicable requirements of Sections 3.2 and 3.3 of this note for total binder content, gradation, AV, and VMA prior to beginning mainline paving.

Use the paver and rollers to be used on the project to construct the trial placement. Obtain and test a minimum of four roadway cores from the trial placement according to KM 64-442. Ensure the density of each core is within the range of  $96.0 \pm 2.0$  percent of the theoretical maximum density prior to beginning mainline paving.

Furnish additional 50-ton production lots until achieving mixture properties that satisfy the requirements above. Construct additional trial sections until establishing a rolling pattern that provides the density specified above.

Furnish an additional 50-ton production lot and construct a new trial placement whenever a change in the mix design, compaction method, or compaction equipment occurs. When directed by the Engineer, remove and replace trial sections with unacceptable results.

**3.12 Acceptance Sampling and Testing.** Contrary to Subsection 402.03.02, the Department will accept AWM as follows:

**3.12.1 Definitions for Sublot, Lot, and Minimum Level of Testing.** Contrary to Subsection 402.03.02, for projects with a total AWM quantity of less than 4000 tons, the Department will define a sublot as 250 tons and a lot as 1000 tons. For these projects, the Department will define the setup period as the first 250 tons of production. For projects with a total AWM quantity of 4000 tons or more, the Department will define a sublot, a lot, and the setup period according to Subsection 402.03.02. In either case, perform a minimum of one complete set of acceptance tests, as defined by this note, each day that any AWM is produced.

**3.12.2 Total Binder Content and Gradation.** Perform one evaluation per sublot according to Subsection 402.03.02. By the end of the setup period, establish a JMF conforming to the total binder content and gradation limits from Section 3.2 of this note. The Department will allow the established JMF to vary within the production tolerances from Section 3.2 of this note provided the percent passing each sieve remains within the gradation limits and the total binder content remains within the specified range.

**3.12.3 AV.** Prepare and analyze one set of two gyratory specimens per sublot according to Subsection 402.03.02. By the end of the setup period, test the AWM to document that the average AV value of each set of specimens conforms to the limits from Section 3.3 of this note.

**3.12.4 VMA.** Prepare and analyze one set of two gyratory specimens per sublot according to Subsection 402.03.02. By the end of the setup period, test the AWM to document that the average VMA value of each set of specimens conforms to a minimum of 15.5 percent.

**3.12.5 Density.** For each sublot of production after the setup period, randomly select locations for four cores from the bridge approach areas, not the bridge deck itself, in order to preserve the integrity of the AWM over the bridge deck. Obtain and furnish the cores to the Engineer according to Subsection 402.03.02. The

Department will test the cores to ensure that the density of each core is within the range of  $96.0 \pm 2.0$  percent of the  $G_{mm}$  value for that subplot.

**3.12.6 Unsatisfactory Work Based on Laboratory Data.** When the total binder content, gradation, AV, VMA, or density value from any test after the setup period fails to satisfy the applicable requirements of this note, cease all shipments to the project. Adjust procedures or mixture composition until all properties satisfy the applicable requirements of this note. Document acceptable materials and work before restarting operations.

**3.13 Verification Sampling and Testing.** Contrary to Subsection 402.03.03, the Department will verify AWM as follows. Using the definition for a lot from Section 3.11.1 of this note, the Department will perform a minimum of one verification test for total binder content, gradation, AV, and VMA for each lot according to Subsection 402.03.03. Provided the differences between the contractor's acceptance test and the Department's verification test are within the tolerances given in Subsection 402.03.03, the Department will accept the AWM for that lot.

When the differences between the contractor's acceptance test and the Department's verification test are not within the tolerances given in Subsection 402.03.03, cease all shipments to the project. Adjust procedures or mixture composition until the differences are within the tolerances given in Subsection 402.03.03. Document compliance with these tolerances before restarting operations.

#### **4. MEASUREMENT.**

**4.1 Trial Demonstrations.** The Department will measure up to 50 tons of AWM used in the Trial Demonstration. The Department will not measure quantities exceeding 50 tons for payment and will consider them incidental to the AWM.

**4.2 AWM.** The Department will measure AWM in tons. The Department will not measure the surface preparation, edge sealant, or adhesive tack coat for payment and will consider them incidental to AWM.

**4.3 Remove Existing Overlay.** The Department will measure the removal of the existing overlay in square yards, which shall include all labor, equipment, and material needed to complete this work.

**4.4 Steel Reinforcement.** The Department will measure any reinforcing steel necessary for the partial or full depth patch in pounds, which shall include all labor, equipment, and material needed to complete this work.

**5. PAYMENT.**

**5.1 Trial Demonstrations.** The Department will pay for the measured quantities at the Contract unit bid price for AWM.

**5.2 AWM.** The Department will consider the unit bid price per ton to include all labor, materials, and equipment necessary to complete the work. The Department will make payment for the completed and accepted quantities according to the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
21138ED	Asphalt Waterproofing Mix	Ton

**5.3 Class “M” Concrete for Partial Depth Patching.** The Department will make payment for the Partial Depth Patching under bid item #24094EC “PARTIAL DEPTH PATCHING”. Payment will be for the quantity per cubic yard complete in place.

**5.4 Remove Existing Overlay.** The Department will make payment for the removal of the existing overlay under the bid item #08510 “REM EPOXY BIT FOREIGN OVERLAY”. Payment will be for the square yard complete.

**5.5 Steel Reinforcement.** The Department will make payment for steel reinforcement, if necessary, under bid item #08150 “STEEL REINFORCEMENT”. Payment will be at the unit price per pound.

## SPECIAL NOTE FOR BRIDGE JOINT SEAL REPLACEMENT

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, and the attached detail drawings. Section references are to the Standard Specifications.

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing bridge joint seals; (3) Install new joint seals; (4) Maintain and control traffic; (5) Any other work specified as part of this contract.

All construction will be in accordance with Section 606 unless otherwise specified.

**II. MATERIALS.**

**A. (2") Joint Seal.** It shall have a cellular, or micro-cell, polyurethane foam impregnated with a hydrophobic acrylic emulsion, or a hydrophobic polymer. The polyurethane foam external facing shall be factory coated and cured with highway-grade, fuel resistant silicone or a highway-grade elastomeric coating at a width greater than the maximum joint expansion.

**B. Preformed Neoprene Strip Seal.** See attached detail drawings and Section 807.

**III. CONSTRUCTION.**

**A. Remove Existing Materials.** Remove existing Expansion Dam as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Joint Seal Replacement".

**B. (2") Joint Seal.** Seal shall be installed in accordance with manufacturer's recommendations concerning approved adhesives, welds between sticks and appurtenances, and adhesion to concrete deck or armored edges. Joint seal is to be installed ½" recessed from the surface.

**C. Preformed Neoprene Strip Seal.** Place the preformed joint seal in one continuous, unbroken length. Place neoprene strip seal as recommended by the manufacturer and in accordance with Section 609.03.04

**D. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

**IV. MEASUREMENT.**

**A. Joint Seal Replacement – 2".** The Department will measure the quantity in linear feet from gutterline to gutterline along the centerline of the joint.



- V. **PAYMENT.** See Section 606 and the following:
- A. **Joint Seal Replacement – 2".** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing neoprene strip seal or pre-compressed horizontal expansion joint system and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

## SPECIAL NOTE REPLACE EXPANSION DAM GUTTER SYSTEM

1. **DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (Current Editions), this Note, and the attached detailed drawings for Beam Repair. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Maintain and control traffic; and (3) Replace Expansion Dam Gutter System; (4) Any other work specified as part of this contract.
2. **MATERIALS.**
  - A. **Neoprene.** Use 1/8" fabric reinforced neoprene.
  - B. **Hardware.** Use stainless steel for all mounting hardware.
3. **CONSTRUCTION.**
  - A. **Removal** Remove existing neoprene drain trough and all mounting hardware as specified in this special note and shown in the attached detailed drawings.
  - B. **Install New Neoprene Drain Trough.** Install new neoprene drain trough and mounting hardware as specified in this special note and shown in the attached detailed drawings.
  - C. **Verifying Field Conditions.** The Contractor shall field verify all plate and shape dimensions, bolt patterns and locations before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
  - D. **Damage to the structure.** The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work, even to the removal and replacement of a fallen span, should the fallen span result from the Contractors actions.
  - E. **Shop Drawings.** Shop drawings will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.
  - F. **Residual Lead.** Residual lead paint may be present. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation and other work. The Department will not consider any claims based on residual lead paint.
4. **MEASUREMENT.**

**Replace Expansion Dam Gutter System.**  
The Department will measure the quantity as "Lump Sum".
5. **PAYMENT.**

**Replace Expansion Dam Gutter System ~ (24129EC)**  
Payment at the contract unit price "Lump Sum" is full compensation for removing specified existing materials, furnishing and installing the new specified materials and all incidental material as specified for bridge handrail repair.

## **SPECIAL NOTE FOR HANDRAIL REPAIR**

- 1. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings (Current Editions), this Note, and the attached detailed drawings for Beam Repair. Section references are to the Standard Specifications. This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Maintain and control traffic; and (3) Handrail Repair; (4) Any other work specified as part of this contract.
- 2. MATERIALS.**

  - A. Steel Wire Strand**  
3/8" Class "A" galvanized common steel wire strand or approved equivalent.
  - B. Cable Clamps**  
3/8" galvanized U-bolt assemblies.
- 3. CONSTRUCTION.**

  - A. Removal** Remove all existing steel wire strand and cable clamps as specified in this special note and shown in the attached detailed drawings.
  - B. Install Steel Strand Railing.** Install new steel strand railing as specified in this special note and shown in the attached detailed drawings.
  - C. Verifying Field Conditions.** The Contractor shall field verify all plate and shape dimensions, bolt patterns and locations before ordering any material. New material that is unsuitable due to variation in existing structure shall be replaced at the Contractors expense.
  - D. Damage to the structure.** The Contractor shall bear all responsibility and expense for any and all damage to the structure during the repair work, even to the removal and replacement of a fallen span, should the fallen span result from the Contractors actions.
  - E. Shop Drawings.** Shop drawings will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.
  - F. Residual Lead.** Residual lead paint may be present. The Contractor is advised to take all necessary protective measures including worker safety and environmental regulations when performing surface preparation and other work. The Department will not consider any claims based on residual lead paint.
- 4. MEASUREMENT.**

**Bridge Handrail Repair**  
The Department will measure the quantity in linear feet from end to end of bridge.
- 5. PAYMENT.**

**Bridge Handrail Repair ~ (20377EC)**  
Payment at the contract unit price per "linear foot" is full compensation for removing specified existing materials, furnishing and installing the new specified materials and all incidental material as specified for bridge handrail repair.

**SPECIAL NOTE FOR CONTRACT COMPLETION DATE AND LIQUIDATED DAMAGES ON BRIDGE REPAIR CONTRACTS**

- I. COMPLETION DATE.** The Contractor has the option of selecting the starting date for this Contract. Once selected, notify the Department in writing of the date selected at least two weeks prior to beginning work. Overlay and joint seal work on 037B00052L and 037B00052R shall be completed by September 30, 2019 and is restricted to two 58 hour periods per bridge. All other work on all bridges shall be completed by July 31, 2020.

<u>WORK TO BE DONE</u>	<u>ALLOTTED TIME</u>	<u>COMPLETION DATE</u>
Overlay & Seal Replacement	Two 58-hour periods per structure	September 30, 2019
All other work	-	July 31, 2020

Contrary to Section 108.07.02, the Engineer will begin charging calendar days for a structure on the day the Contractor starts work or sets up traffic control on that particular structure.

- II. LIQUIDATED DAMAGES.** Liquidated damages will be assessed the Contractor in accordance with the Transportation Cabinet, Department of Highway’s 2012 Standard Specifications for Road and Bridge Construction, Section 108.09, when either the allotted number of calendar days or the November 18, 2019 date is exceeded. In addition to the liquidated damages specified in Section 108.9, liquidated damages in the amount of \$500 per 15 minutes will be assessed when bridge remains closed to traffic during prohibited hours as specified in the Traffic Control Plan.

Contrary to the Standard Specifications, liquidated damages will be assessed the Contractor during the months of December, January, February and March when the contract time has expired on any individual bridge or bridges. Contract time will be charged during these months.

All construction must be completed in accordance with the weather limitations specified in Section 606 and/or Section 601 as applicable. No extension of Contract time will be granted due to inclement weather or temperature limitations that occur due to starting work on the Contract or a structure late in the construction season.

## **SPECIAL NOTE FOR TRAFFIC CONTROL ON BRIDGE REPAIR CONTRACTS**

### **I. TRAFFIC CONTROL GENERAL**

Except as provided herein, traffic shall be maintained in accordance with the 2012 Standard Specifications, Section 112. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic".

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

### **II. TRAFFIC COORDINATOR**

Furnish a Traffic Coordinator as per Section 112. The Traffic Coordinator shall inspect the project maintenance of traffic, at least three times daily, or as directed by the Engineer, during the Contractor's operations and at any time a lane closure is in place. The personnel shall have access on the project to a radio or telephone to be used in case of emergencies or accidents.

The Traffic Coordinator shall report all incidents throughout the work zone to the Engineer on the project. The Contractor shall furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

### **III. SIGNS**

Contractor shall sign all closures in accordance with the Standard Drawings and the MUTCD.

The Contractor is to install warning signs for wide loads in advance of the bridge under the direction of the Engineer. The Department will not measure installation, maintenance, or removal for payment, and will consider these incidentals to Maintain and Control Traffic.

### **IV. TEMPORARY PAVEMENT STRIPING**

Skip lines and/or solid lines through the length of the tapers for lane closures and other striping as directed by the Engineer shall be temporarily covered with 6" black removable tape. Permanent removal of all other pavement striping for traffic control shall be considered incidental to Maintain and Control Traffic. Temporary pavement striping shall be paid only once per course in accordance with Section 112.04.07. The Contractor shall replace any temporary striping that becomes damaged or fails to adhere to the pavement.

### **V. PROJECT PHASING & CONSTRUCTION PROCEDURES**

For overlay and seal replacement work on 037B00052L and 037B00052R, the Contractor shall maintain one lane of traffic on the interstate at all times. All work shall be completed in weekend lane closures from 7:00pm on Friday to 5:00am the following Monday (58 hours). Lane closures

are only permitted during the “58 hour weekend lane closure” periods. Lane and shoulder closures will not be permitted at any other times.

The clear lane width required is:

<u>Structure</u>	<u>Clear Lane Width</u>
037B00052L	12.5’
037B00052R	12.5’

For US-60 below 037B00053L and 037B00053R, single lane closures, shoulder closures and rolling road blocks will be permitted for all work. Equipment staging will be permitted in accessible areas at the interchange. All work requiring single lane closures and rolling road blocks shall be done during the hours of 7:00 PM and 5:00 AM.

Pertaining to I-64, equipment staging will be permitted in the median and shoulders. Temporary single lane closures maintaining a 12’ driving lane in each direction and shoulder closures will be permitted for preventive maintenance operations, equipment staging, rigging and containment installation. All lane closures must be removed when not working.

Interstate lane closures will not be permitted on these days:

August 30, 2019 thru September 2, 2019 – Labor Day Weekend  
September 7, 2019 – University of Kentucky Football  
September 14, 2019 - University of Kentucky Football  
October 12, 2019 – University of Kentucky Football  
October 26, 2019 – University of Kentucky Football  
November 9, 2019 – University of Kentucky Football  
November 23, 2019 – University of Kentucky Football  
November 30, 2019 – University of Kentucky Football

## **VI. PORTABLE CHANGEABLE MESSAGE SIGNS**

The contractor shall provide a minimum of two (2) Portable Changeable Message Signs located in advance of, or on the project at locations to be determined by the Engineer, at each phase of the project. Portable Changeable Message Signs shall be in operation during all road closures and for the immediate seven (7) days prior to the closure. The message required to be provided shall be designated by the Engineer. The Portable Changeable Message Signs shall be in operation at all times. In the event of damage or mechanical/electrical failure, the Contractor shall repair or replace the Portable Changeable Message Sign within 24 hours.

### **MIMIMUM VERTICAL CLEARANCES**

A minimum vertical clearance of **15'-0"** shall maintained for any rigging and containment materials left in place above traffic. This minimum vertical clearance must be signed. The Contractor shall notify the Cabinet's Department of Motor Vehicle Oversize Permits Section for height and width restrictions when any rigging and containment is in place with minimal clearance.

### **ROLLING ROAD BLOCKS**

Rolling roadblocks will be permitted for rigging and containment installation/removal. When using rolling road blocks the Contractor shall employ one vehicle per lane including ramps as necessary, in one direction at a predetermined time and predetermined speed as directed by the Engineer. There shall be no stopping of the rolling roadblock. Prior to instituting such the roadway ahead shall be cleared of traffic as directed by the Engineer. The area of influence shall be sealed of (all on-ramps or access intersection closed) by use Flaggers and or Contractor's vehicles. The purpose is to seal off a certain work area and/or work function as designated in the notes so that the Contractor can perform certain work without any hazard to traffic. The rolling roadblock shall prevent any other vehicles at a slower speed than normal and forcing all vehicles to follow behind the Contractor's vehicles at their predetermined speed. Rolling roadblock will be used during specified hours for each bridge as directed by the Engineer.

### **STAGING IN MEDIAN AREAS**

The Contractor shall be responsible for any base material to park equipment on in median areas. This material must be removed and site restored to original condition as directed by the Engineer upon completion of the project.

### **VEHICULAR PLATFORM USE**

Should the use any vehicular platform methods and equipment to complete work with specified maintenance of traffic, the Contractor must submit their deployment plan to the using vehicular platform with the required traffic control plan submittal.

### **MISC.**

The Contractor shall reduce the speed limit to **60 MPH** in areas signed for 70 MPH and **35 MPH** in areas signed for 45 MPH in approaching the work zones unless otherwise noted.

The use of Double Fine Zones may be used at the Contractor's discretion.

The Engineer may elect to use Variable Message Boards when necessary.

# MATERIAL SUMMARY

**CONTRACT ID: 192604**

**037GR19M045 - NHPP**

**MB03700641901**

037B00051L - I-64 WB OVER KY-420 (MP 53.77). BRIDGE OVER KY-420 AND CEDAR RUN RD BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0005	08434	CLEAN & PAINT STRUCTURAL STEEL - - 037B00051L	1.00	LS
0010	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 037B00051L	1.00	LS
0015	02568	MOBILIZATION	1.00	LS
0020	02569	DEMOBILIZATION	1.00	LS
0025	02650	MAINTAIN & CONTROL TRAFFIC - - 037B00051L	1.00	LS
0030	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 037B00051L	2.00	EACH

**CONTRACT ID: 192604**

**037GR19M045 - NHPP**

**MB03700641902**

037B00051R - I-64 EB OVER KY-420 (MP 53.82). BRIDGE OVER KY-420 AND CEDAR RUN RD BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0035	08434	CLEAN & PAINT STRUCTURAL STEEL - - 037B00051R	1.00	LS
0040	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 037B00051R	1.00	LS
0045	02568	MOBILIZATION	1.00	LS
0050	02569	DEMOBILIZATION	1.00	LS
0055	02650	MAINTAIN & CONTROL TRAFFIC - - 037B00051R	1.00	LS
0060	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 037B00051R	2.00	EACH



# MATERIAL SUMMARY

**CONTRACT ID: 192604**

**037GR19M045 - NHPP**

**MB03700641903**

037B00052L - I-64 WB OVER KENTUCKY RIVER (MP 55.40). BRIDGE OVER KENTUCKY RIVER AND KY-1659 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0125	02562	TEMPORARY SIGNS - -037B00052L	149.00	SQFT
0130	02650	MAINTAIN & CONTROL TRAFFIC - - 037B00052L	1.00	LS
0135	02653	LANE CLOSURE - - 037B00052L	2.00	EACH
0140	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 037B00052L	1.00	EACH
0145	02775	ARROW PANEL - - 037B00052L	1.00	EACH
0150	06514	PAVE STRIPING-PERM PAINT-4 IN - - 037B00052L	1,967.00	LF
0155	06549	PAVE STRIPING-TEMP REM TAPE-B - - 037B00052L	500.00	LF
0160	06550	PAVE STRIPING-TEMP REM TAPE-W - - 037B00052L	2,000.00	LF
0165	06551	PAVE STRIPING-TEMP REM TAPE-Y - - 037B00052L	2,000.00	LF
0170	08549	BLAST CLEANING - - 037B00052L	3,326.00	SQYD
0175	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 037B00052L	1.00	LS
0180	24094EC	PARTIAL DEPTH PATCHING - - 037B00052L	71.70	CUYD
0185	02569	DEMOBILIZATION	1.00	LS
0190	20377EC	BRIDGE HANDRAIL REPAIR - - 037B00052L	1,330.00	LF
0195	24129EC	REPLACE EXPANSION DAM GUTTER SYTSTEM - - 037B00052L	1.00	LS
0200	08434	CLEAN & PAINT STRUCTURAL STEEL - - 037B00052L	1.00	LS
0205	23386EC	JOINT SEAL REPLACEMENT - - 037B00052L	30.00	LF
0210	21669NN	POLICE OFFICER WITH VEHICLE - - 037B00052L	232.00	HOURL
0215	21138ED	ASPHALT WATERPROOFING MIX - - 037B00052L	276.00	TON
0220	08151	STEEL REINFORCEMENT-EPOXY COATED - - 037B00052L	267.20	LB
0225	08510	REM EPOXY BIT FOREIGN OVERLAY - - 037B00052L	2,580.00	SQYD
0230	02568	MOBILIZATION	1.00	LS

# MATERIAL SUMMARY

**CONTRACT ID: 192604**

**037GR19M045 - NHPP**

**MB03700641904**

037B00052R - I-64 EB OVER KENTUCKY RIVER (MP 55.46). BRIDGE OVER KENTUCKY RIVER AND KY-1659 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0235	02562	TEMPORARY SIGNS - - 037B00052R	149.00	SQFT
0240	02650	MAINTAIN & CONTROL TRAFFIC - - 037B00052R	1.00	LS
0245	02653	LANE CLOSURE - - 037B00052R	2.00	EACH
0250	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 037B00052R	1.00	EACH
0255	02775	ARROW PANEL - - 037B00052R	1.00	EACH
0260	06514	PAVE STRIPING-PERM PAINT-4 IN - - 037B00052R	1,967.00	LF
0265	06549	PAVE STRIPING-TEMP REM TAPE-B - - 037B00052R	500.00	LF
0270	06550	PAVE STRIPING-TEMP REM TAPE-W - - 037B00052R	2,000.00	LF
0275	06551	PAVE STRIPING-TEMP REM TAPE-Y - - 037B00052R	2,000.00	LF
0280	08151	STEEL REINFORCEMENT-EPOXY COATED - - 037B00052R	267.20	LB
0285	08434	CLEAN & PAINT STRUCTURAL STEEL - - 037B00052R	1.00	LS
0290	08510	REM EPOXY BIT FOREIGN OVERLAY - - 037B00052R	2,580.00	SQYD
0295	08549	BLAST CLEANING - - 037B00052R	3,326.00	SQYD
0300	20377EC	BRIDGE HANDRAIL REPAIR - - 037B00052R	1,330.00	LF
0305	21138ED	ASPHALT WATERPROOFING MIX - - 037B00052R	276.00	TON
0310	21669NN	POLICE OFFICER WITH VEHICLE - - 037B00052R	232.00	HOURL
0315	23386EC	JOINT SEAL REPLACEMENT - - 037B00052R	30.00	LF
0320	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 037B00052R	1.00	LS
0325	24094EC	PARTIAL DEPTH PATCHING - - 037B00052R	71.70	CUYD
0330	24129EC	REPLACE EXPANSION DAM GUTTER SYTSTEM - - 037B00052R	1.00	LS
0335	02569	DEMOBILIZATION	1.00	LS
0340	02568	MOBILIZATION	1.00	LS

# MATERIAL SUMMARY

**CONTRACT ID: 192604**

**037GR19M045 - NHPP**

**MB03700641905**

037B00053L - I-64 WB OVER US-60 (MP 57.87). BRIDGE OVER US-60 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0065	08434	CLEAN & PAINT STRUCTURAL STEEL - - 037B00053L	1.00	LS
0070	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 037B00053L	1.00	LS
0075	02650	MAINTAIN & CONTROL TRAFFIC - - 037B00053L	1.00	LS
0080	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 037B00053L	2.00	EACH
0085	02568	MOBILIZATION	1.00	LS
0090	02569	DEMOBILIZATION	1.00	LS

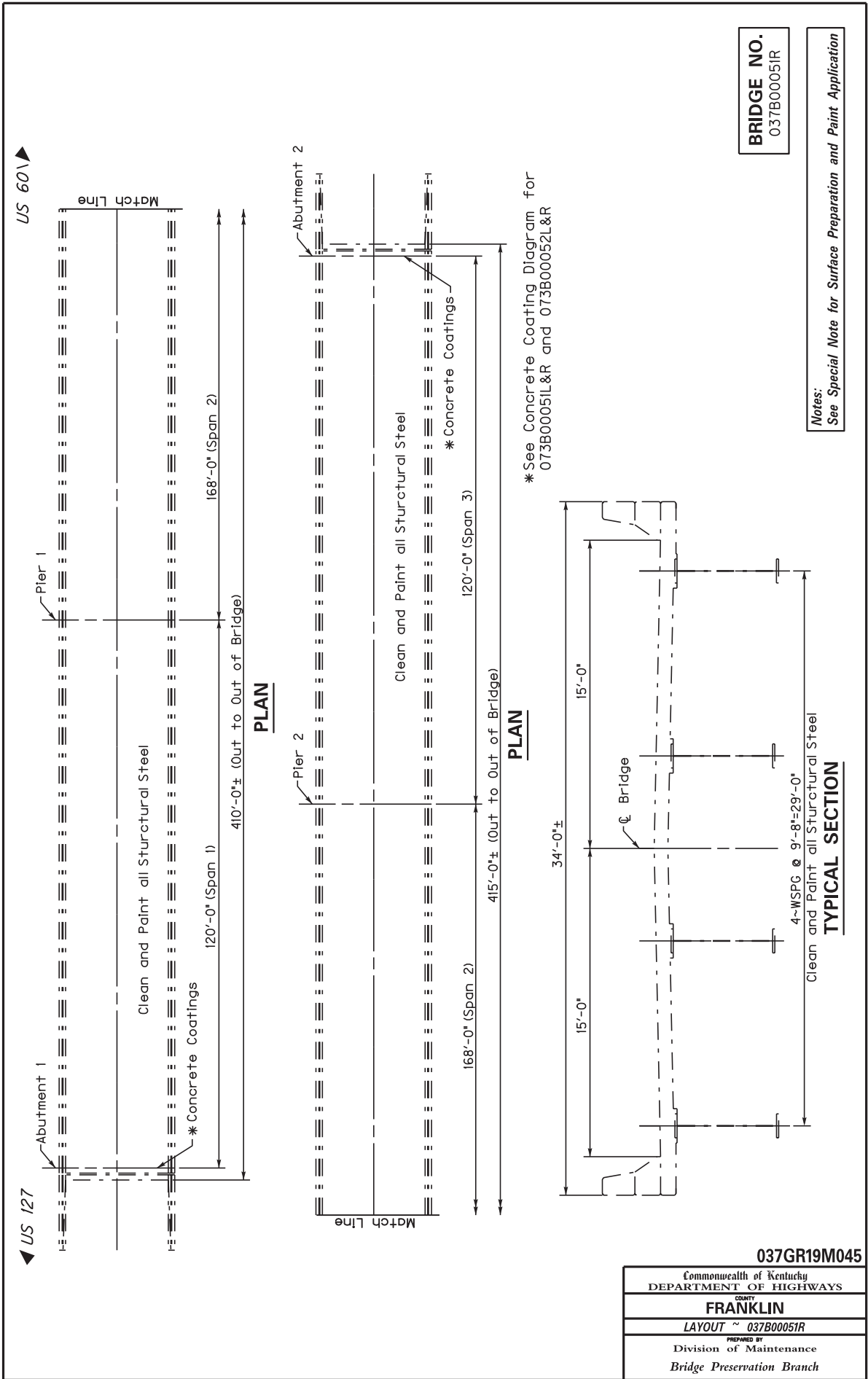
**CONTRACT ID: 192604**

**037GR19M045 - NHPP**

**MB03700641906**

037B00053R - I-64 EB OVER US-60 (MP 57.91). BRIDGE OVER US-60 BRIDGE PAINTING & CLEANING.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0095	08434	CLEAN & PAINT STRUCTURAL STEEL - - 037B00053R	1.00	LS
0100	23949EC	BRIDGE CLEANING & PREVENTIVE MAINTENANCE - - 037B00053R	1.00	LS
0105	02650	MAINTAIN & CONTROL TRAFFIC - - 037B00053R	1.00	LS
0110	02671	PORTABLE CHANGEABLE MESSAGE SIGN - - 037B00053R	2.00	EACH
0115	02568	MOBILIZATION	1.00	LS
0120	02569	DEMOBILIZATION	1.00	LS

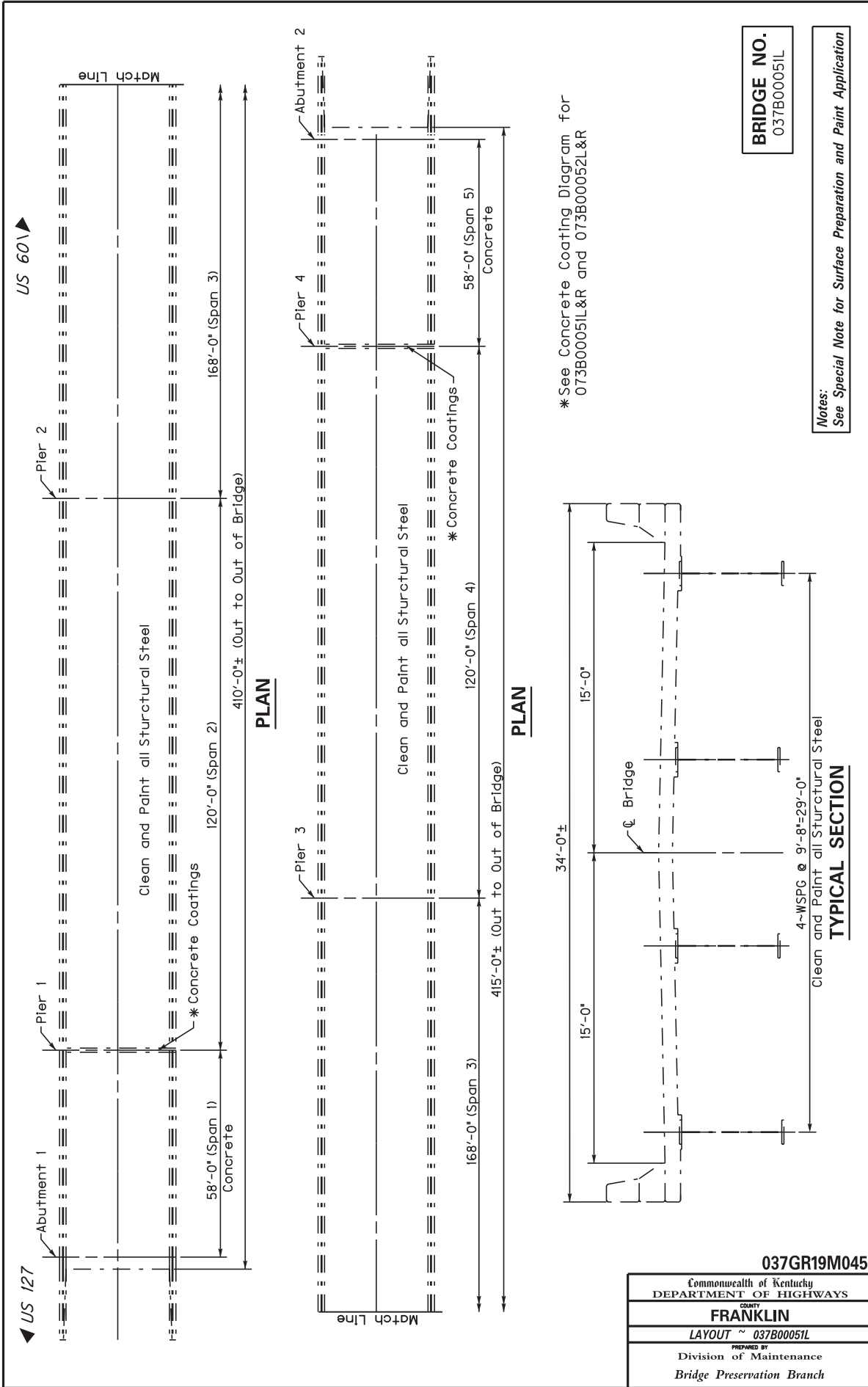


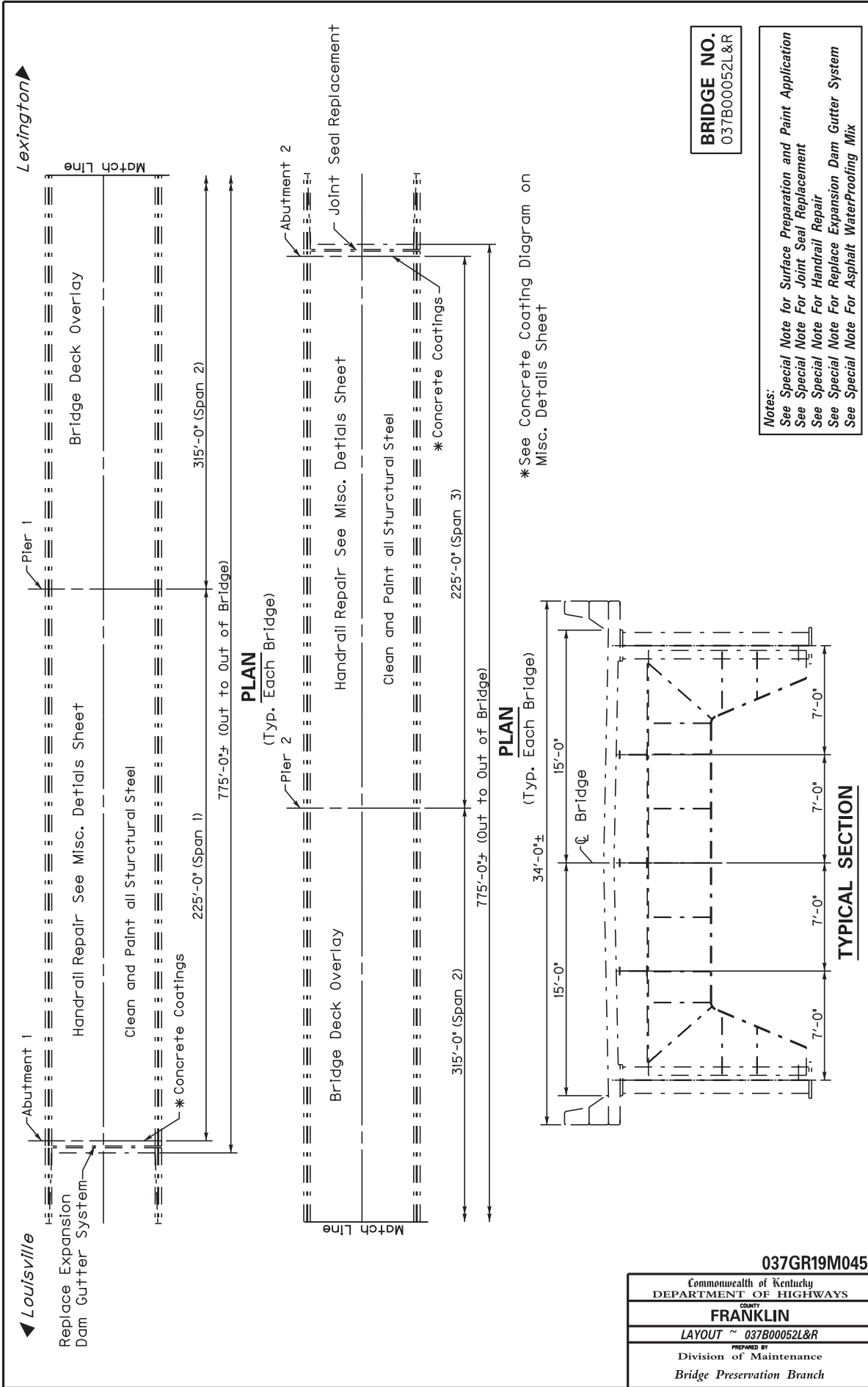
**BRIDGE NO.**  
037B00051R

**Notes:**  
See Special Note for Surface Preparation and Paint Application

**037GR19M045**

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
FRANKLIN COUNTY
LAYOUT ~ 037B00051R
PREPARED BY Division of Maintenance Bridge Preservation Branch





**BRIDGE NO.**  
037B00052L&R

**Notes:**  
See Special Note for Surface Preparation and Paint Application  
See Special Note for Joint Seal Replacement  
See Special Note for Handrail Repair  
See Special Note for Replace Expansion Dam Gutter System  
See Special Note for Asphalt Waterproofing Mix

\* See Concrete Coating Diagram on Misc. Details Sheet

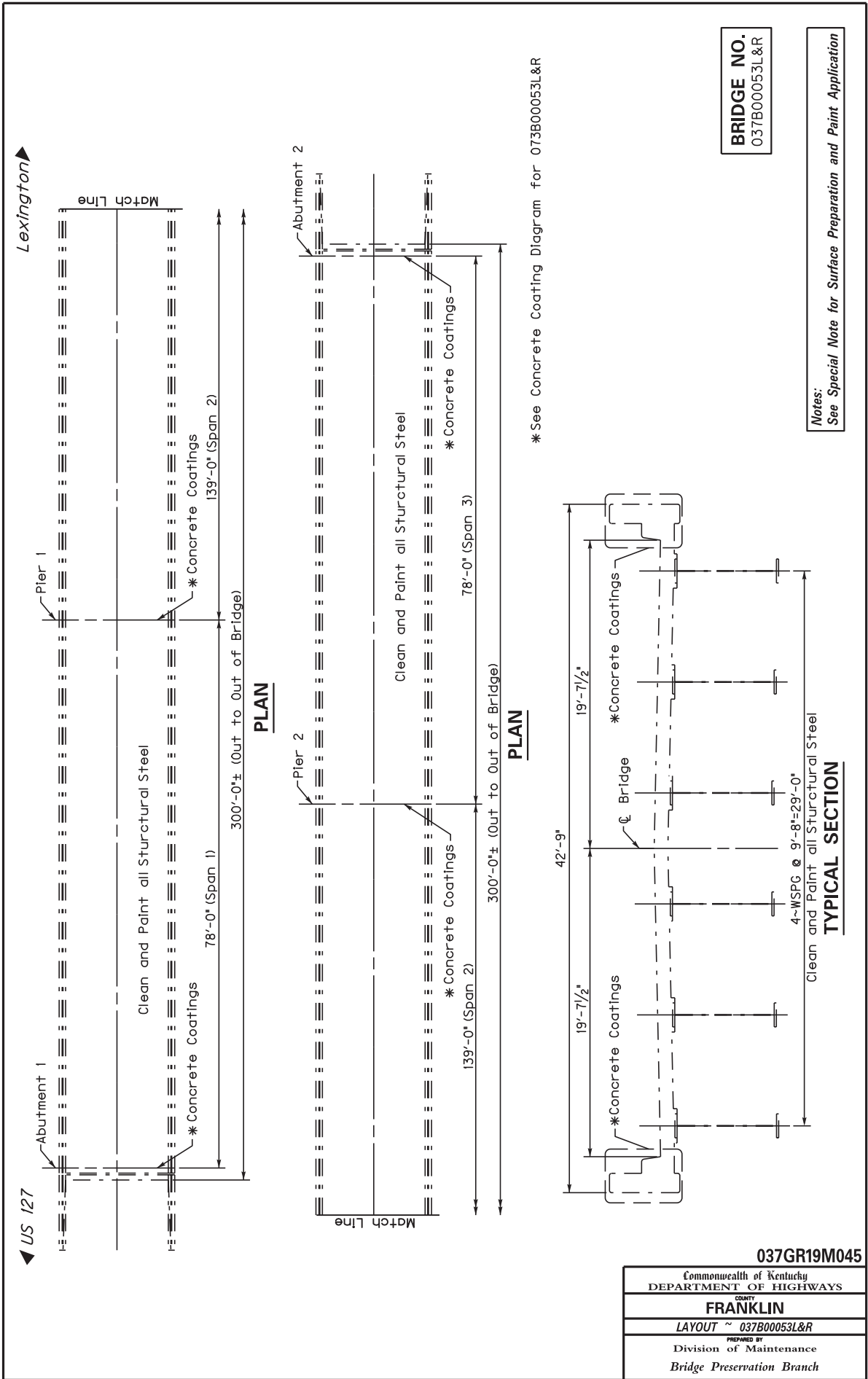
**037GR19M045**

Commonwealth of Kentucky  
DEPARTMENT OF HIGHWAYS

FRANKLIN COUNTY

LAYOUT ~ 037B00052L&R

PREPARED BY  
Division of Maintenance  
Bridge Preservation Branch



**BRIDGE NO.**  
037B00053L&R

**Notes:**  
See Special Note for Surface Preparation and Paint Application

**037GR19M045**

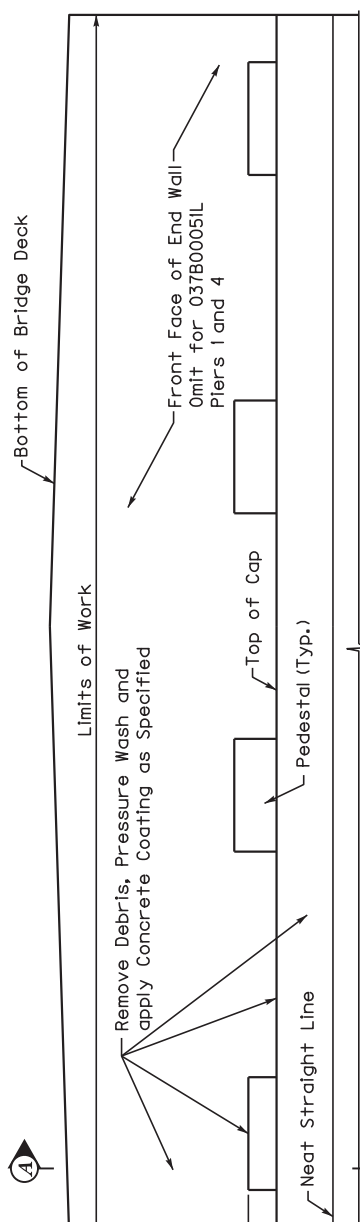
Commonwealth of Kentucky  
DEPARTMENT OF HIGHWAYS

FRANKLIN COUNTY

LAYOUT ~ 037B00053L&R

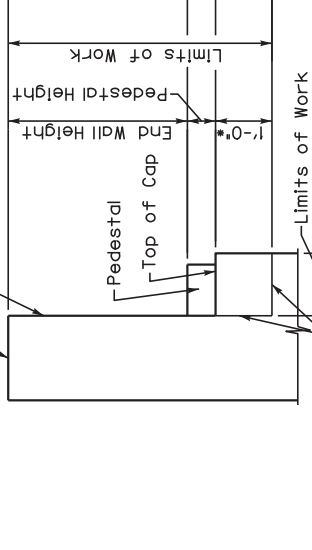
PREPARED BY  
Division of Maintenance  
Bridge Preservation Branch

**END BENTS/ABUTMENTS/PIERS:**  
Surfaces of the end bents/abutments/piers shall be have debris removed, pressure washed and have concrete coating applied as specified, this includes ALL horizontal surfaces of the cap and ALL vertical surfaces to 1 foot below the top of cap or to the ground line whichever is the least including ALL pedestals and the front face end wall.



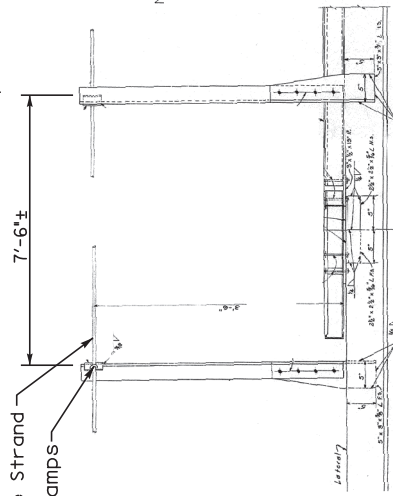
**CONCRETE COATING DIAGRAM ~ END BENT/ABUTMENT/PIER ELEVATION**

\*1 foot below the top of cap or to the ground line whichever is the least.  
Bottom of Bridge Deck  
Front Face of End Wall Omit for 037B000051L Piers 1 and 4  
Pedestal  
Top of Cap  
End Wall Height  
Pedestal Height  
Limits of Work  
Limits of Work  
Limits of Work  
Neat Straight Line



**SECTION A-A**

Remove and Replace Existing Steel Wire Strand and Cable Clamps on cat walk.

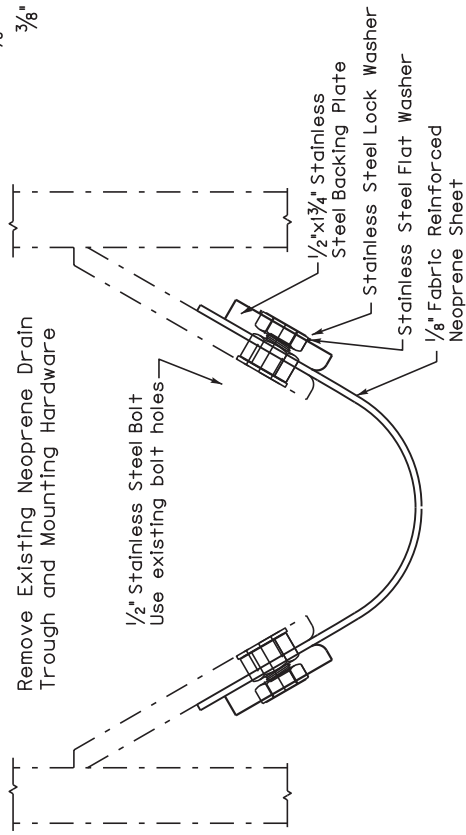


**BRIDGE NO.**  
037B000051L&R  
037B000052L&R

**HANDRAIL REPAIR**

(Bridge Nos. 037B000052L&R Only)

**Notes:**  
See Special Note for Surface Preparation and Paint Application  
See Special Note For Handrail Repair  
See Special Note For Replace Expansion Dam Gutter System



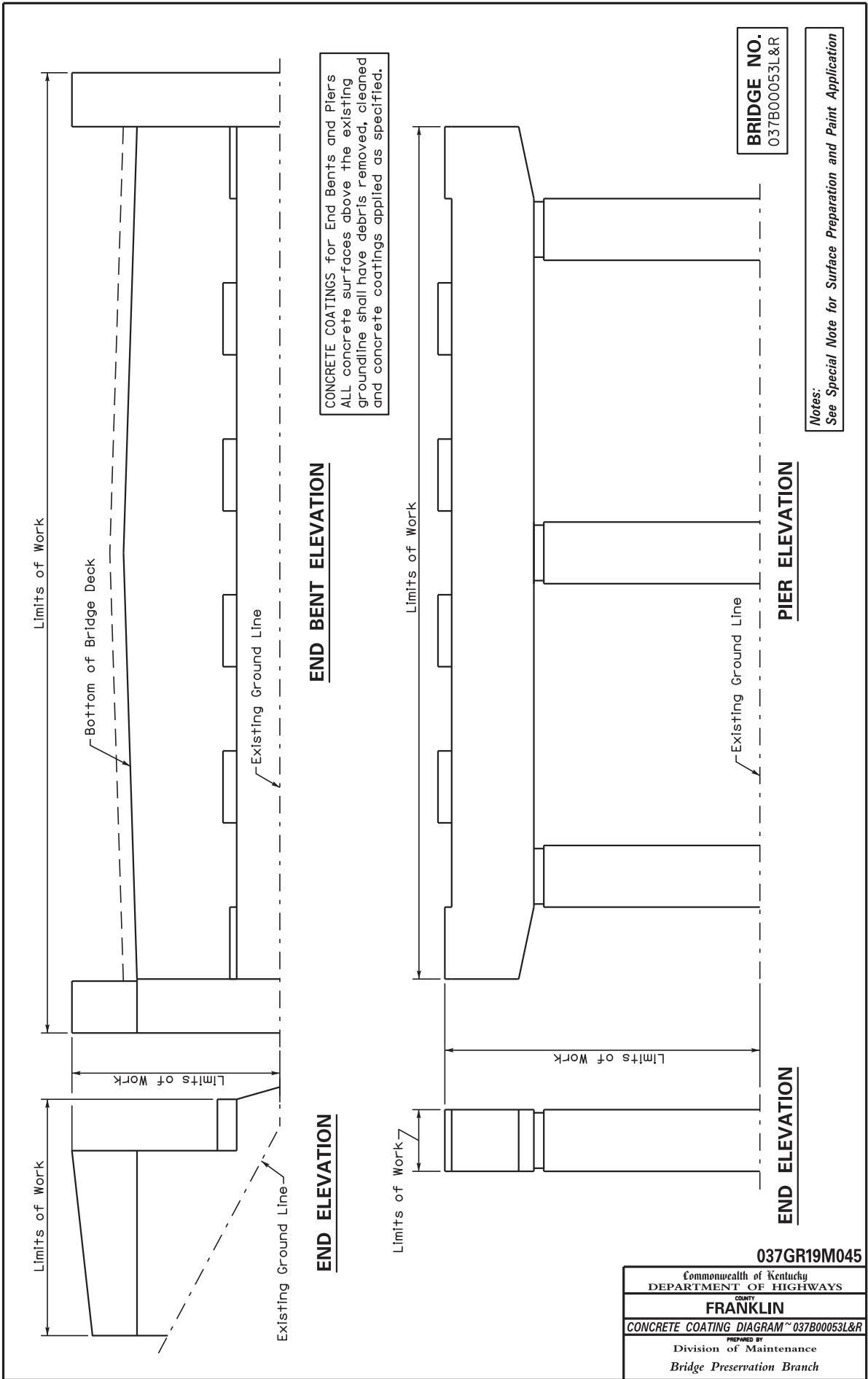
**REPLACE EXPANSION DAM GUTTER SYSTEM**

(Bridge Nos. 037B000052L&R Only)

037GR19M045

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
FRANKLIN
MISC. DETAILS
Division of Maintenance Bridge Preservation Branch





CONCRETE COATINGS for End Bents and Piers  
ALL concrete surfaces above the existing  
groundline shall have debris removed, cleaned  
and concrete coatings applied as specified.

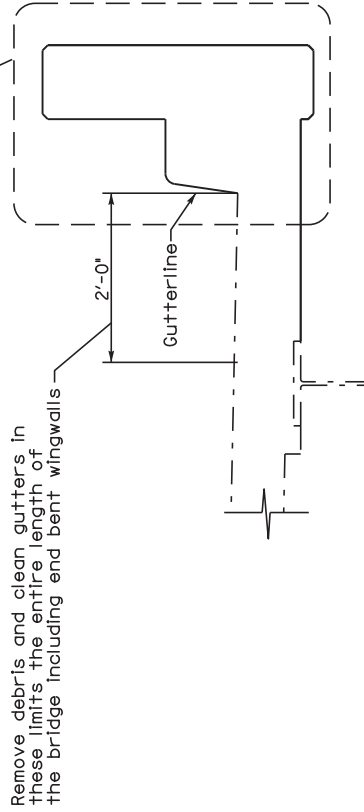
**BRIDGE NO.**  
037B00053L&R

**Notes:**  
See Special Note for Surface Preparation and Paint Application

037GR19M045

Commonwealth of Kentucky  
DEPARTMENT OF HIGHWAYS  
FRANKLIN COUNTY  
CONCRETE COATING DIAGRAM ~ 037B00053L&R  
PREPARED BY  
Division of Maintenance  
Bridge Preservation Branch

ALL faces of parapet walls the entire length of bridge including the end bent/abutment wing walls shall have debris removed, pressure washed and have concrete coating applied as specified.



**SECTION THROUGH PAPAPET**

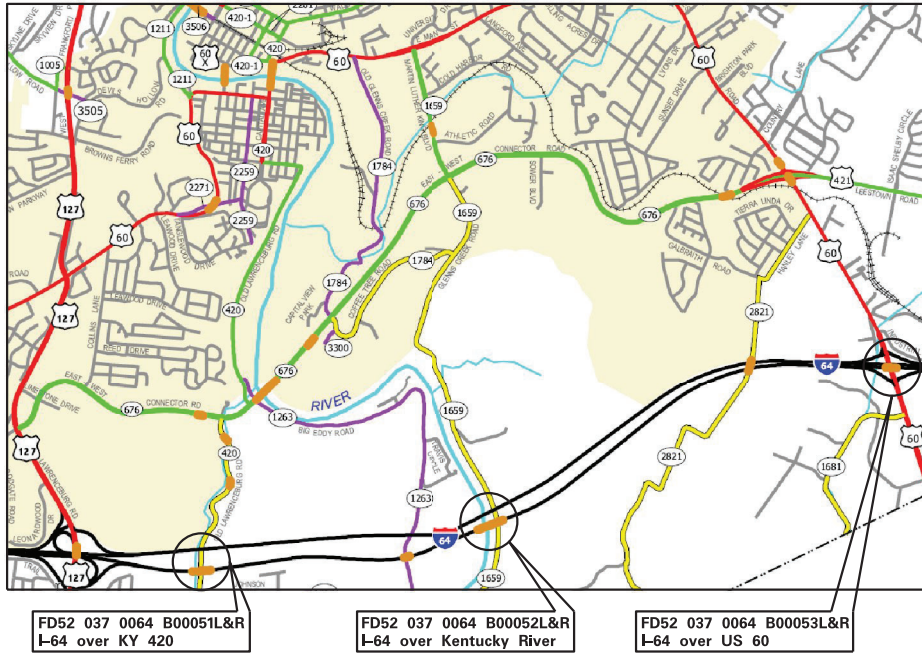
114B00051L&R

**BRIDGE NO.**  
037B00053L&R

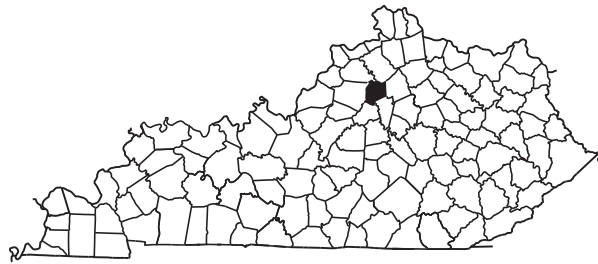
**Notes:**  
See Special Note for Surface Preparation and Paint Application

**037GR19M045**

Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
FRANKLIN
CONCRETE COATING DIAGRAM ~ 037B00053L&R
Division of Maintenance Bridge Preservation Branch



**LOCATION MAP – FRANKLIN COUNTY**



<b>037GR19M045</b>
Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS
COUNTY <b>FRANKLIN</b>
<b>LOCATION MAP</b>
PREPARED BY Division of Maintenance Bridge Preservation Branch

**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>

**STANDARD DRAWINGS THAT APPLY**

**TRAFFIC  
~ TEMPORARY ~**

TRAFFIC CONTROL

LANE CLOSURE MULTI-LANE HIGHWAY CASE I

TTC-115

DEVICES

POST SPLICING DETAIL  
ARROW PANEL

TTD-110  
TTD-115

## **PART III**

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



FHWA-1273 -- Revised May 1, 2012

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

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

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

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

**ATTACHMENTS**

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

**II. NONDISCRIMINATION**

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

**I. GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017



General Decision Number: KY190038 02/15/2019 KY38

Superseded General Decision Number: KY20180100

State: Kentucky

Construction Type: Highway

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

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

Note: 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/04/2019
1	02/15/2019

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

Rates Fringes

BRICKLAYER.....\$ 26.80 12.38

-----  
BRKY0001-005 06/01/2017

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

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

-----  
BRKY0002-006 06/01/2017

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 27.81	13.01

-----  
BRKY0007-004 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.98	19.02

-----  
BRKY0017-004 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 26.47	12.76

-----  
CARP0064-001 05/01/2015

	Rates	Fringes
CARPENTER.....	\$ 27.50	16.06
Diver.....	\$ 41.63	16.06
PILEDRIVERMAN.....	\$ 27.75	16.06

-----  
ELEC0212-008 06/04/2018

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 28.39	18.98

-----  
\* ELEC0212-014 11/26/2018

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99
-----		
ELEC0317-012 06/01/2018		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 33.75	20.03
-----		
ELEC0369-007 05/30/2018		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 31.66	17.01
-----		
* ELEC0575-002 12/31/2018		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 32.75	16.69
-----		
ENGI0181-018 07/01/2017		

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

OPERATING ENGINEER CLASSIFICATIONS

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

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

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

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

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

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

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

-----  
IRON0044-009 06/01/2018

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

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

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.76	21.20
Structural.....	\$ 28.17	21.20

-----  
 IRON0070-006 06/01/2018

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

	Rates	Fringes
IRONWORKER.....	\$ 28.79	22.50

-----  
 IRON0769-007 06/01/2018

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

	Rates	Fringes
IRONWORKER		
ZONE 1.....	\$ 31.67	25.27
ZONE 2.....	\$ 31.67	25.27
ZONE 3.....	\$ 31.67	25.27

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

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

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

-----  
LABO0189-003 07/01/2018

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

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

LABORERS CLASSIFICATIONS

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

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

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

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

-----  
LABO0189-008 07/01/2018

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

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

LABORERS CLASSIFICATIONS

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

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

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

Air); Water Blaster

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

-----  
LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

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



Blasters; Troxler & Concrete Tester if Laborer is Utilized

PAIN0012-005 06/11/2005

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

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender and/or Containment Builder..\$	18.90	5.90
Brush & Roller.....\$	21.30	5.90
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....\$	22.30	5.90
Sandblasting & Waterblasting.....\$	22.05	5.90
Spray.....\$	21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

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

PAIN1072-003 12/01/2018

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

Rates Fringes

Painters:

Bridges; Locks; Dams; Tension Towers & Energized Substations.....	\$ 33.33	18.50
Power Generating Facilities.	\$ 30.09	18.50

-----  
PLUM0248-003 06/01/2018

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

Rates Fringes

Plumber and Steamfitter.....	\$ 36.00	20.23
------------------------------	----------	-------

-----  
PLUM0392-007 06/01/2018

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

Rates Fringes

Plumbers and Pipefitters.....	\$ 32.01	19.67
-------------------------------	----------	-------

-----  
PLUM0502-003 08/01/2018

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

Rates Fringes

PLUMBER.....	\$ 34.62	20.78
--------------	----------	-------

-----  
SUKY2010-160 10/08/2001

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 16.57	7.34
GROUP 2.....	\$ 16.68	7.34
GROUP 3.....	\$ 16.86	7.34
GROUP 4.....	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &

Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame  
when used in transporting materials; Ross Carrier; Forklift  
when used to transport building materials; & Pavement  
Breaker

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

=====  
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](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

-----  
WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====  
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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
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 Franklin County.

**PART IV**  
**INSURANCE**



## INSURANCE

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

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

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

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

**PROPOSAL BID ITEMS**

192604

Page 1 of 3

Report Date 5/1/19

**Section: 0001 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	02650		MAINTAIN & CONTROL TRAFFIC - 037B00051L	1.00	LS		\$	
0020	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 037B00051L	2.00	EACH		\$	
0030	08434		CLEAN & PAINT STRUCTURAL STEEL - 037B00051L	1.00	LS		\$	
0040	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 037B00051L	1.00	LS		\$	

**Section: 0002 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0050	02650		MAINTAIN & CONTROL TRAFFIC - 037B00051R	1.00	LS		\$	
0060	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 037B00051R	2.00	EACH		\$	
0070	08434		CLEAN & PAINT STRUCTURAL STEEL - 037B00051R	1.00	LS		\$	
0080	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 037B00051R	1.00	LS		\$	

**Section: 0003 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	02562		TEMPORARY SIGNS -037B00052L	149.00	SQFT		\$	
0100	02650		MAINTAIN & CONTROL TRAFFIC - 037B00052L	1.00	LS		\$	
0110	02653		LANE CLOSURE - 037B00052L	2.00	EACH		\$	
0120	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 037B00052L	1.00	EACH		\$	
0130	02775		ARROW PANEL - 037B00052L	1.00	EACH		\$	
0140	06514		PAVE STRIPING-PERM PAINT-4 IN - 037B00052L	1,967.00	LF		\$	
0150	06549		PAVE STRIPING-TEMP REM TAPE-B - 037B00052L	500.00	LF		\$	
0160	06550		PAVE STRIPING-TEMP REM TAPE-W - 037B00052L	2,000.00	LF		\$	
0170	06551		PAVE STRIPING-TEMP REM TAPE-Y - 037B00052L	2,000.00	LF		\$	
0180	08151		STEEL REINFORCEMENT-EPOXY COATED - 037B00052L	267.20	LB		\$	
0190	08434		CLEAN & PAINT STRUCTURAL STEEL - 037B00052L	1.00	LS		\$	
0200	08510		REM EPOXY BIT FOREIGN OVERLAY - 037B00052L	2,580.00	SQYD		\$	

**PROPOSAL BID ITEMS**

192604

Page 2 of 3

Report Date 5/1/19

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0210	08549		BLAST CLEANING - 037B00052L	3,326.00	SQYD		\$	
0220	20377EC		BRIDGE HANDRAIL REPAIR - 037B00052L	1,330.00	LF		\$	
0230	21138ED		ASPHALT WATERPROOFING MIX - 037B00052L	276.00	TON		\$	
0240	21669NN		POLICE OFFICER WITH VEHICLE - 037B00052L	232.00	HOURL		\$	
0250	23386EC		JOINT SEAL REPLACEMENT - 037B00052L	30.00	LF		\$	
0260	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 037B00052L	1.00	LS		\$	
0270	24094EC		PARTIAL DEPTH PATCHING - 037B00052L	71.70	CUYD		\$	
0280	24129EC		REPLACE EXPANSION DAM GUTTER SYTSTEM - 037B00052L	1.00	LS		\$	

**Section: 0004 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0290	02562		TEMPORARY SIGNS - 037B00052R	149.00	SQFT		\$	
0300	02650		MAINTAIN & CONTROL TRAFFIC - 037B00052R	1.00	LS		\$	
0310	02653		LANE CLOSURE - 037B00052R	2.00	EACH		\$	
0320	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 037B00052R	1.00	EACH		\$	
0330	02775		ARROW PANEL - 037B00052R	1.00	EACH		\$	
0340	06514		PAVE STRIPING-PERM PAINT-4 IN - 037B00052R	1,967.00	LF		\$	
0350	06549		PAVE STRIPING-TEMP REM TAPE-B - 037B00052R	500.00	LF		\$	
0360	06550		PAVE STRIPING-TEMP REM TAPE-W - 037B00052R	2,000.00	LF		\$	
0370	06551		PAVE STRIPING-TEMP REM TAPE-Y - 037B00052R	2,000.00	LF		\$	
0380	08151		STEEL REINFORCEMENT-EPOXY COATED - 037B00052R	267.20	LB		\$	
0390	08434		CLEAN & PAINT STRUCTURAL STEEL - 037B00052R	1.00	LS		\$	
0400	08510		REM EPOXY BIT FOREIGN OVERLAY - 037B00052R	2,580.00	SQYD		\$	
0410	08549		BLAST CLEANING - 037B00052R	3,326.00	SQYD		\$	
0420	20377EC		BRIDGE HANDRAIL REPAIR - 037B00052R	1,330.00	LF		\$	
0430	21138ED		ASPHALT WATERPROOFING MIX - 037B00052R	276.00	TON		\$	
0440	21669NN		POLICE OFFICER WITH VEHICLE - 037B00052R	232.00	HOURL		\$	

**PROPOSAL BID ITEMS**

192604

Page 3 of 3

Report Date 5/1/19

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0450	23386EC		JOINT SEAL REPLACEMENT - 037B00052R	30.00	LF		\$	
0460	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 037B00052R	1.00	LS		\$	
0470	24094EC		PARTIAL DEPTH PATCHING - 037B00052R	71.70	CUYD		\$	
0480	24129EC		REPLACE EXPANSION DAM GUTTER SYTSTEM - 037B00052R	1.00	LS		\$	

**Section: 0005 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0490	02650		MAINTAIN & CONTROL TRAFFIC - 037B00053L	1.00	LS		\$	
0500	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 037B00053L	2.00	EACH		\$	
0510	08434		CLEAN & PAINT STRUCTURAL STEEL - 037B00053L	1.00	LS		\$	
0520	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 037B00053L	1.00	LS		\$	

**Section: 0006 - BRIDGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0530	02650		MAINTAIN & CONTROL TRAFFIC - 037B00053R	1.00	LS		\$	
0540	02671		PORTABLE CHANGEABLE MESSAGE SIGN - 037B00053R	2.00	EACH		\$	
0550	08434		CLEAN & PAINT STRUCTURAL STEEL - 037B00053R	1.00	LS		\$	
0560	23949EC		BRIDGE CLEANING & PREVENTIVE MAINTENANCE - 037B00053R	1.00	LS		\$	

**Section: 0007 - DEMOB**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0570	02568		MOBILIZATION	1.00	LS		\$	
0580	02569		DEMOBILIZATION	1.00	LS		\$	