



# Riverfront Commons Phase 2

Bid Proposal for  
City of Dayton, Kentucky



# DAYTON, KENTUCKY

## **CAMPBELL COUNTY**

**FED/STATE PROJECT NUMBER: STPM 3002 332**

**KYTC ITEM NUMBER: 06-453**

**DESCRIPTION/PROJECT NAME: RIVERFRONT COMMONS**

**WORK TYPE: BICYCLE/PEDESTRIAN FACILITY**

**PRIMARY COMPLETION:** April 2023

**LETTING DATE: July 28, 2022**

Sealed Bids will be received until 2:00 PM EASTERN DAYLIGHT TIME July 28, 2022.  
No bids will be accepted after the time listed above.

Bids can be delivered to:

Dayton City Hall  
514 Sixth Avenue  
Dayton, Kentucky 41074

Bids will be publicly opened and announced at 2:00 PM EASTERN DAYLIGHT TIME July 28, 2022.

Bid opening will be held at:

Dayton City Hall  
514 Sixth Avenue  
Dayton, Kentucky 41074

**CONTRACT DOCUMENT AVAILABLE FOR THIS PROJECT:** Contract Documents may be picked up at the City of Dayton City Building for \$50 or PDF copies can be requested via email at [nikki.hill@primeeng.com](mailto:nikki.hill@primeeng.com).

**DBE CERTIFICATION REQUIRED: 3%**

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

**PRE-QUALIFICATION:** Bidders and DBE must be pre-qualified by the Kentucky Transportation Cabinet and possess a Certification of Eligibility at the time of bid opening. All other subcontractors must be pre-qualified while accepting subcontracts.

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## PART I

### SCOPE OF WORK

Project(s) & Completion Date(s)

**KYTC HIGHWAY DISTRICT 06**

**FED/STATE PROJECT NUMBER: STPM 3002 332**

**ADMINISTERING OFFICE: DISTRICT 06**

**COUNTY - CAMPBELL**

**ITEM NO: 06-453**

**PROJECT DESCRIPTION:**

CONSTRUCTION OF 12' wide concrete bicycle/pedestrian trail and conduit for future lighting.  
Part of 11.5 mi project.

GEOGRAPHIC COORDINATES LATITUDE 39:06:57.00 LONGITUDE 84:28:37.00

**COMPLETION DATE(S):** April 30, 2023

APPLIES TO ENTIRE CONTRACT

**PRE-QUALIFICATION:** Bidders and DBE must be pre-qualified by the Kentucky Transportation Cabinet and possess a Certification of Eligibility at the time of bid opening. All other subcontractors must be pre-qualified while accepting subcontracts.

## INSTRUCTIONS TO BIDDERS

### 1.00 OWNER

- 1.01 The Owner is the City of Dayton and is referred to throughout the Contract Documents as if singular in number. The term Owner means the Owner or Owner's authorized representative.

### 2.00 SUBMISSION OF PROPOSALS

- 2.01 All proposals shall be submitted IN DUPLICATE on enclosed Proposal form.
- 2.02 The Proposal form furnished with these documents MUST BE COMPLETED IN FULL; in writing in ink (or typewritten) and signed in ink
- 2.03 All Proposals shall be submitted in sealed envelopes addressed to:

The City of Dayton  
514 Sixth Avenue  
Dayton, Kentucky 41074  
Attention: City Clerk

and shall be marked: PROPOSAL FOR:      Riverfront Bike Trail Phase 2  
for the City of  
Dayton, Kentucky.

- 2.04 Proposals are due at the place, time and date listed in the Advertisement for Bids and will be publicly opened and read aloud at that time.

### 3.00 PROJECT BIDDING

- 3.01 Bidder may withdraw bid, in person only, at any time prior to the scheduled time for closing the receipt of bids. Withdrawals after the scheduled time for closing the receipt of bids will not be permitted for a period of sixty (60) days.

### 4.00 BID BOND

- 4.01 All prime bidders shall submit a Bid Bond or certified check, payable to the Owner in the amount of not less than 5% of the Proposal amount including all alternates, at the time of bid. Failure to submit shall be cause for disqualification.

### 5.00 PERFORMANCE AND PAYMENT BOND

- 5.01 The successful Contractor will be required to furnish a separate Performance Bond, and Labor and Material Payment Bond, each in the amount equal to one hundred (100%) of the Contract Price. Bonds must be executed by a Surety Company authorized to do

business in the Commonwealth of Kentucky. The bonds must be countersigned by a duly licensed Resident Agency representing the Company. The Bonds shall be executed on AIA Document A311. The cost of the Bonds shall be borne by the Contractor.

#### 6.00 UNIT PRICES/LUMP SUM PRICES

6.01 Unit prices and/or lump sum prices will be used as the basis for computing the final Contract amount. Unit prices and lump sum prices shall include all costs on an installed basis and shall include incidental items not specifically itemized but necessary to complete the project as designed.

#### 7.00 ADDENDA TO CONTRACT DOCUMENTS

7.01 During the progress of bidding, Bidders may be furnished certain Addenda covering additions or deductions, to the Contract Documents. Such Addenda shall be included in the Work covered by the Proposal and shall become a part of the Contract Documents.

#### 8.00 INTERPRETATION OF DOCUMENTS

8.01 If Bidder is in doubt as to the true meaning of any part of the Contract Documents, Bidder shall submit a written request for an interpretation thereof to the Owner. The Bidder making the request will be responsible for its prompt delivery. Any interpretation of the Contract Documents will be made only by Addendum duly issued to each prospective Bidder. The Owner will not be responsible for explanations or interpretations of proposed Documents except as issued in accordance therewith. SHOULD BE IT IMPOSSIBLE FOR THE BIDDER TO RESOLVE A DISCREPANCY IN WRITING, BIDDER SHALL BID THE WORK THE MORE EXPENSIVE WAY.

#### 9.00 CONTRACT DOCUMENTS

9.01 Each Prime Bidder (one who is capable of contracting directly with the Owner), upon payment of \$50.00 (non-refundable) per set will be furnished up to two (2) sets of Contract Documents.

A. Each Bidder is cautioned to become fully acquainted with all Documents so as to fully understand and consider the entire scope of the Work. The entire proposal must be submitted with a bid.

#### 10.00 EXECUTION OF DOCUMENTS

10.01 The contract Agreement and other Documents guaranteeing performance of the Contract will not be effective until they have been reviewed by the Owner's Representative and signed by the Owner.

#### 11.00 AWARD OF CONTRACT

- 11.01 Unless Owner rejects all bids, Project will be awarded to lowest responsive and responsible Bidder as soon as practicable after opening of bids.
- 11.02 In determining the lowest responsive and responsible Bidder, the following elements will be considered in addition to the bid amount:
- A. Bidder and all his/her subcontractors are pre-qualified by the Kentucky Transportation Cabinet to perform the work.
  - B. The Bidder involved maintains a permanent place of business.
  - C. Bidder has adequate equipment and facilities to perform the work properly and expeditiously.
  - D. Bidder has a suitable financial status to meet obligations incident to the work.
  - E. Bidder and all his/her subcontractors have appropriate technical experience.
  - F. Bidder can complete the work in a timely and expeditious manner.
- 11.03 The determination as to the lowest responsive and responsible Bidder will be made on the basis of the elements listed above, the Base Bid amount, plus or minus any Alternates that may be accepted.
- 12.00 OWNER'S RESERVATIONS
- 12.01 The Owner reserves the unrestricted privilege to reject any, part of any, or all of the bids received and to waive any informalities in the bidding.
- 12.02 No proposal nor any obligation hereunder to be assumed by the Owner, shall be considered as accepted until such a time as the Owner, or Owner's Representative, may deposit in the U.S. Mail, or hand to the Bidder, personally, written notice addressed to Bidder at the address given on the Proposal, of acceptance of Proposal.
- 12.03 Owner also reserves the right to non-perform certain items after the bids are received.
- 13.00 CONSTRUCTION CONTRACT
- 13.01 The successful Bidder shall promptly enter into a Contract with the Owner. All work is anticipated to be completed by November 30, 2022 barring schedule delays due to unforeseen natural disasters.
- 14.00 CONCRETE TESTING



14.01 Contractor shall pay for all costs related to the concrete testing.

## CONTRACT NOTES

### PROPOSAL ADDENDA

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

### STANDARD SPECIFICATION PROVISIONS

The project will follow the current edition of the Kentucky Standard Specifications for Road and Bridge Construction, 2019 Edition. For their bids to be accepted, bidders and Disadvantaged Business Enterprises (“DBE”) subcontractors must be prequalified with the Kentucky Transportation Cabinet and possess a Certificate of Eligibility at the time of the bid opening. All other subcontractors must be prequalified when accepting subcontracts. All bids must be accompanied with a Bid Bond of not less than 5% of the total construction bid. Project will be awarded to the lowest responsive and responsible bidder and determined by the LPA and the Kentucky Transportation Cabinet. The awarded bidder will be responsible for providing a Performance Bond of 100% and a Payment Bond of 100% of the awarded bid amount payable to the LPA.

### 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. A joint bid bond of 5% may be submitted for both companies or each company may submit a separate bond of 5%.

### UNDERGROUND FACILITY DAMAGE PROTECTION

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

### SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2019 edition) the Cabinet will allow 6” composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet’s List of Approved Materials.

### 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 LPA. The LPA will attempt to answer all submitted questions. The LPA 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 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. (See attachment)

#### **Bidder Check**

The LPA will check if the lowest responsive and responsible bidder is not on the federal excluded party list.

#### **Traffic Control Coordinator**

If determined to be applicable by the LPA or KYTC, the Contractor is to designate a traffic control coordinator to be responsible for the Traffic Control Plan for the project.

#### **FHWA Requirement**

Prime contractors must submit their entire proposal (all pages) .

#### **Retainage**

Retainage is not permitted on this project.

#### **Prompt Payment Requirements**

The prime contractor must pay all subcontractors and/or materials suppliers within a minimum of 30 days from receipt of payment from the LPA.

#### **Pre-Construction Conference**

A pre-construction conference will be scheduled once a contractor is awarded the contract.

Conference will be held at:

Dayton City Hall  
514 Sixth Avenue  
Dayton, Kentucky 41074



Steven L. Beshear  
Governor

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

Lori H. Flanery  
Secretary

**SECRETARY'S ORDER 11-004**

**FINANCE AND ADMINISTRATION CABINET**

**Vendor Document Disclosure**

**WHEREAS**, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

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

**NOW, THEREFORE**, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

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



investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

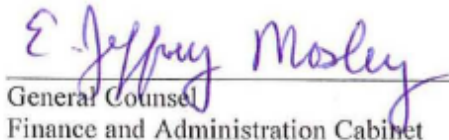
- III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant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

THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

  
Lori H. Flanery, Secretary  
Finance and Administration Cabinet

Dated: August 25, 2011

APPROVED FOR FORM AND LEGALITY:

  
General Counsel  
Finance and Administration Cabinet

## PART II

### FEDERAL CONTRACT NOTES

## FEDERAL CONTRACT NOTES

The LPA, 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:

102.09	Bid Proposal Guaranty
102.13	Irregular Bid Proposals
See page 1	Delivery of Bid Proposals
102.14	Disqualification of Bidders

### DELIVERY OF BID PROPOSALS

No bids will be accepted after the date and time listed in the proposal. Bids submitted after this time will be deemed nonresponsive and not considered for award.

### CIVIL RIGHTS ACT OF 1964

The LPA, 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 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. For this proposal, the LPA will adopt that same policy and 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 LPA, 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 LPA's contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the LPA.

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

**All contractors must certify their DBE participation on the DBE certification statement in this document. 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 and responsible bidders must submit the *DBE Plan/ Subcontractor Request*, KYTC form TC 14-35 DBE, within 5 days of the letting.

<http://transportation.ky.gov/Organizational-Resources/Forms/TC 14-35.xlsx>

<http://transportation.ky.gov/Organizational-Resources/Forms/TC%2014-35.pdf>

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;
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 LPA. An affidavit can be found on the KYTC 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 LPA.

Changes to DBE Participation Plans must be approved by the LPA. The LPA 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 and responsible bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive and responsible bidder must submit a Good Faith Effort Package to satisfy the LPA 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 of this information must be received by the LPA no later than 2:00 PM 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 LPA 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 LPA 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 and responsible bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LPA based upon the information submitted that the apparent lowest responsive and responsible 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 LPA. 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 LPA reserves the right to award the contract to the next lowest responsive and responsible 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 LPA 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 LPA 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 LPA for work performed or materials furnished.

#### **CONTRACTOR REPORTING**

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

<http://transportation.ky.gov/Organizational-Resources/Forms/TC 18-7.docx>

These reports must be submitted within 14 days of payment made to the DBE contractor.

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. The form to use is located at:

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

The prime contractor should notify the KYTC Administering Office seven (7) days prior to DBE contractors commencing work on the project.

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

#### DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the LPA'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 LPA.

## 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.



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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules,

regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade

and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its

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

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment

activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

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

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

##### 1. Minimum wages

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

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

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

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the

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

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

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

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

d. If the contractor does not make payments to a trustee or other third person, the

contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or



cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an

investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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



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

#### 4. Apprentices and trainees

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

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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

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

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

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under

the plan approved by the Employment and Training Administration.

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

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in

connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

10. Certification of eligibility.

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

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

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

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

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(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.

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## 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.

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#### 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.

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#### 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.

## PART III

### EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

employment in any program established to provide apprenticeship or other training.

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

REVISED: 12-3-92

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE 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 EACH TRADE</b>
<b>11%</b>	<b>6.9%</b>

These goals are applicable to all 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 affirmation 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 the 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 Campbell County.

## DISTRICT/LOCALITY/MINORITY PERCENTAGE REQUIRED BY COUNTY

<u>DISTRICT</u>	<u>LOCALITY</u>	<u>%</u>	<u>DISTRICT</u>	<u>LOCALITY</u>	<u>%</u>	<u>DISTRICT</u>	<u>LOCALITY</u>	<u>%</u>
8	ADAIR	(2) 7.0%	6	GRANT	(3) 9.2%	9	MASON	(3) 9.2%
3	ALLEN	(1) 12.0%	4	GRAYSON	(3) 9.6%	4	MEADE	(3) 9.6%
7	ANDERSON	(3) 7.0%	1	GRAVES	(1) 5.2%	10	MENIFEE	(2) 7.0%
1	BALLARD	(1) 5.2%	4	GREEN	(2) 7.0%	7	MERCER	(3) 7.0%
9	BATH	(3) 7.0%	9	GREENUP	(3) 2.9%	3	METCALFE	(2) 12.0%
3	BARREN	(2) 12.0%	2	HANCOCK	(1) 3.5%	3	MONROE	(2) 12.0%
11	BELL	(2) 4.5%	4	HARDIN	(3) 9.6%	7	MONTGOMERY	(3) 7.0%
6	BOONE	(4) 11.0%	11	HARLAN	(2) 4.5%	2	MUHLENBERG	(1) 3.5%
7	BOURBON	(3) 10.8%	6	HARRISON	(3) 7.0%	10	MORGAN	(2) 7.0%
9	BOYD	(3) 2.9%	4	HART	(2) 9.6%	4	NELSON	(3) 9.6%
7	BOYLE	(3) 7.0%	2	HENDERSON	(1) 4.8%	9	NICHOLAS	(3) 7.0%
6	BRACKEN	(3) 9.2%	5	HENRY	(3) 9.6%	2	OHIO	(1) 3.5%
10	BREATHITT	(2) 7.0%	1	HICKMAN	(1) 5.2%	5	OLDHAM	(3) 11.2%
4	BRECKINRIDGE	(3) 9.6%	2	HOPKINS	(1) 3.5%	6	OWEN	(3) 9.2%
5	BULLITT	(3) 11.2%	11	JACKSON	(2) 7.0%	10	OWSLEY	(2) 7.0%
3	BUTLER	(1) 12.0%	5	JEFFERSON	(3) 11.2%	6	PENDLETON	(4) 9.2%
2	CALDWELL	(1) 5.2%	7	JESSAMINE	(3) 10.8%	10	PERRY	(2) 7.0%
1	CALLOWAY	(1) 5.2%	12	JOHNSON	(2) 2.5%	12	PIKE	(2) 2.5%
6	CAMPBELL	(4) 11.0%	6	KENTON	(4) 11.0%	10	POWELL	(2) 7.0%
1	CARLISLE	(1) 5.2%	12	KNOTT	(2) 7.0%	8	PULASKI	(2) 7.0%
6	CARROLL	(3) 9.2%	11	KNOX	(2) 4.5%	6	ROBERTSON	(3) 9.2%
9	CARTER	(3) 2.5%	4	LARUE	(3) 9.6%	8	ROCKCASTLE	(2) 7.0%
8	CASEY	(2) 7.0%	11	LAUREL	(2) 4.5%	9	ROWAN	(3) 2.5%
2	CHRISTIAN	(1) 18.2%	12	LAWRENCE	(2) 2.5%	8	RUSSELL	(2) 7.0%
7	CLARK	(3) 10.8%	10	LEE	(2) 7.0%	7	SCOTT	(3) 10.8%
11	CLAY	(2) 7.0%	11	LESLIE	(2) 7.0%	5	SHELBY	(3) 9.6%
8	CLINTON	(2) 12.0%	12	LETCHER	(2) 7.0%	3	SIMPSON	(1) 12.0%
1	CRITTENDEN	(1) 5.2%	9	LEWIS	(3) 9.2%	5	SPENCER	(3) 9.6%
8	CUMBERLAND	(2) 12.0%	8	LINCOLN	(2) 7.0%	4	TAYLOR	(2) 7.0%
2	DAVIESS	(1) 4.7%	1	LIVINGSTON	(1) 5.2%	3	TODD	(1) 12.0%
3	EDMONSON	(1) 12.0%	3	LOGAN	(1) 12.0%	1	TRIGG	(1) 12.0%
9	ELLIOTT	(3) 2.5%	1	LYON	(1) 5.2%	5	TRIMBLE	(3) 9.6%
10	ESTILL	(2) 7.0%	1	McCRACKEN	(1) 5.2%	2	UNION	(1) 3.5%
7	FAYETTE	(3) 10.8%	8	McCREARY	(2) 4.5%	3	WARREN	(1) 12.0%
9	FLEMING	(3) 9.2%	2	McLEAN	(1) 3.5%	4	WASHINGTON	(3) 9.6%
12	FLOYD	(2) 2.5%	7	MADISON	(3) 7.0%	8	WAYNE	(2) 4.5%
5	FRANKLIN	(3) 7.0%	10	MAGOFFIN	(2) 7.0%	2	WEBSTER	(1) 3.5%
1	FULTON	(1) 5.2%	4	MARION	(3) 9.6%	11	WHITLEY	(2) 4.5%
6	GALLATIN	(3) 9.2%	1	MARSHALL	(1) 5.2%	10	WOLFE	(2) 7.0%
7	GARRARD	(2) 7.0%	12	MARTIN	(2) 2.5%	7	WOODFORD	(3) 10.8%

LOCALITY I (Federal)

Kentucky Determination  
No. CR 85-I-HWY dated  
8/15/85 and Federal  
Decision No. KY 85-1007  
dated 10/4/85.

(State)

Kentucky Determination  
No. CR 85-I-HWY dated  
8/15/85.

LOCALITY II (Federal)

Kentucky Determination  
No. CR 85-II-HWY dated  
8/15/85 and Federal  
Decision No. KY 85-1008  
dated 10/4/85.

(State)

Kentucky Determination  
No. CR 85-II-HWY dated  
8/15/85.

LOCALITY III (Federal)

Kentucky Determination  
No. CR 85-III-HWY dated  
8/15/85 and Federal  
Decision No. KY 85-1009  
dated 10/4/85.

(State)

Kentucky Determination  
No. CR 85-III-HWY dated  
8/15/85.

LOCALITY IV (Federal)

Kentucky Determination  
No. CR 85-IV-HWY dated  
8/15/85 and Federal  
Decision No. KY 85-101  
dated 10/4/85.

(State)

Kentucky Determination  
No. CR 85-IV-HWY dated  
8/15/85.

## **US Department of Labor Final Rule on Federal Executive Order 11246**

### **Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. 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 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 noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

Superseded General Decision Number: KY20210039

State: Kentucky

Construction Type: Highway

Counties: Boone, Campbell, Kenton and Pendleton Counties in Kentucky.

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

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

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

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

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



Modification Number	Publication Date
0	01/07/2022
1	02/11/2022
2	02/25/2022
3	06/10/2022

BRKY0002-005 06/01/2021

	Rates	Fringes
BRICKLAYER.....	\$ 30.87	15.87

BROH0001-005 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.57	14.75

CARP0698-001 06/01/2021

BOONE, CAMPBELL, KENTON & PENDLETON COUNTIES:

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 27.70	20.23
Diver.....	\$ 40.58	9.69

ELEC0212-007 06/07/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 32.32	19.85

ELEC0212-013 11/25/2019

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	12.09

ENGI0018-013 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 37.39	14.95
GROUP 2.....	\$ 37.27	14.95
GROUP 3.....	\$ 36.23	14.95
GROUP 4.....	\$ 35.05	14.95
GROUP 5.....	\$ 29.59	14.95
GROUP 6.....	\$ 37.64	14.95
GROUP 7.....	\$ 37.89	14.95

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or

Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; & Wheel Excavator

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 500,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); & Vermeer type Concrete Saw

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); & Welding Machines

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway) except Masonry); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift (highway); Form Trencher; Hydro Hammer; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); & Vibratory Compactor with Integral Power

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Masonry Fork Lift; Oil Heater (asphalt plant); Oiler; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; & VAC/ALLS

GROUP 6 - Master Mechanic & Boom from 150 to 180

GROUP 7 - Boom from 180 and over

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\* IRON0044-008 06/01/2022

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 30.28	22.30
Structural.....	\$ 31.87	22.30

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\* IRON0044-018 06/01/2022

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 32.37	22.30

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LAB00189-004 07/01/2021

PENDLETON COUNTY:

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

#### 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 Driller (All Types); Powderman & Blaster;  
 Troxler & Concrete Tester if Laborer is Utilized

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 LAB00265-009 05/01/2018

BOONE, CAMPBELL & KENTON COUNTIES:

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.62	10.95
GROUP 2.....	\$ 30.79	10.95
GROUP 3.....	\$ 31.12	10.95
GROUP 4.....	\$ 31.57	10.95

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing  
 Applicator; Dump Man (Batch Truck); Guardrail and Fence  
 Installer; Joint Setter; Laborer (Construction); Landscape  
 Laborer; Highway Lighting Worker; Signalization Worker;  
 Mesh Handlers & Placer; Right-of-way Laborer; Riprap  
 Laborer & Grouter; Scaffold Erector; Seal Coating; Surface  
 Treatment or Road Mix Laborer; Sign Installer; Slurry Seal;  
 Utility Man; Bridge Man; Handyman; Waterproofing Laborer;  
 Flagperson; Hazardous Waste (level D); Diver Tender; Zone  
 Person & Traffic Control

GROUP 2 - Skid Steer; Asphalt Raker; Concrete Puddler; Kettle  
 Man (Pipeline); Machine Driven Tools (Gas, Electric, Air);  
 Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or  
 Power Wheelbarrow; Sheeting & Shoring Man; Surface Grinder  
 Man; Plastic Fusing Machine Operator; Pug Mill Operator; &  
 Vacuum Devices (wet or dry); Rodding Machine Operator;  
 Diver; Screwman or Paver; Screed Person; Water Blast, Hand  
 Held Wand; Pumps 4" & Under (Gas, Air or Electric) &  
 Hazardous Waste (level C); Air Track and Wagon Drill;  
 Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw  
 Person; Cutting with Burning Torch; Form Setter; Hand  
 Spiker (Railroad); Pipelayer; Tunnel Laborer (without air)  
 & Caisson; Underground Person (working in Sewer and  
 Waterline, Cleaning, Repairing & Reconditioning);  
 Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander;  
 Wrencher (Mechanical Joints & Utility Pipeline); Yarnier;  
 Hazardous Waste (level A); Concrete Specialist; Concrete  
 Crew in Tunnels (With Air-pressurized - \$1.00 premium);  
 Curb Setter & Cutter; Grade Checker; Utility Pipeline  
 Tapper; Waterline; and Caulker

GROUP 4 - Miner; & Guniting Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID  
 THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS  
 SIGNALING.

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	Rates	Fringes
PAINTER		
Bridge.....	\$ 24.39	9.06
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	9.06
Brush & Roller.....	\$ 23.39	9.06
Sandblasting & Water Blasting.....	\$ 24.14	9.06
Spray.....	\$ 23.89	9.06

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PLUM0392-008 06/01/2018

	Rates	Fringes
PLUMBER.....	\$ 32.01	19.67

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SUKY2010-161 02/05/1996

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 15.85	4.60
GROUP 2.....	\$ 16.29	4.60

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Driver

GROUP 2 - Euclid Wagon; End Dump; Lowboy; Heavy Duty  
Equipment; Tractor-Trailer Combination; & Drag

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

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

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

-----

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

=====

END OF GENERAL DECISIO"



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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 DECISIO"

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. 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 noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



Commonwealth of Kentucky  
FINANCE AND ADMINISTRATION CABINET

Office of the Controller  
Office of Procurement Services

STEVEN L. BESHEAR  
Governor

Room 096 Capitol Annex  
Frankfort, Kentucky 40601  
(502) 564-4510  
(502) 564-1434 Facsimile

Lori H. Flanery  
Secretary

Ed Ross  
Executive Director

Don Speer  
Executive Director

TO: All Agency Purchasing Contacts

FROM: Donald R. Speer, Executive Director *DRS by JS*  
Office of Procurement Services

DATE: April 7, 2015

SUBJECT: US Department of Labor Final Rule on Federal Executive Order 11246

On April 8, 2015, a new federal rule takes effect amending federal Executive Order 11246. This Executive Order, originally signed in 1965, concerns the prohibition of discrimination by contractors and subcontractors where the contract utilizes federal funds. In July, 2014, a new Executive Order was issued to amend EO 11246 by adding sexual orientation and gender identity to the existing categories protected from discrimination in hiring and employment.

For all solicitations issued by a state agency and for all contracts executed or amended on or after April 8, 2015, that utilize federal funds, the following standard boilerplate provisions with new language shall be included:

**Discrimination:**

**Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:**

**1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual**

orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. 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 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 noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such

provisions will be binding upon each subcontractor or vendor. 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 noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Please contact the Office of Procurement Services at 564-4510, if you have any questions.

## 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 nondiscrimination 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).



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 work week. 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**

## PART IV

### CERTIFICATIONS

## EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with, 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, 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 (8) states:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, Room 136, Capitol Building, 700 Capitol Avenue, Frankfort, Kentucky 40601; telephone (502) 564-7954.

## CERTIFICATION REGARDING

### KRS 45A.485

Pursuant to 1994's Senate Bill 258, the bidder/offeror shall reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS Chapter 136, 139, 141, 337, 338, 341 and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violations(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the bidder or offeror within the five (5) years preceding the award of this contract. Please include, the date of the determination the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS VIOLATION

DATE

STATE AGENCY

---

---

The contractor is further notified that 1994's Senate Bill 258 requires that for the duration of this contract, the contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, which apply to the contractor's operations. Senate Bill 258, further provides that the contractor's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341 and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract, and the contractor's disqualification from eligibility to bid or submit proposals to the Commonwealth for a period of two (2) years.

## NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_ under penalty of  
(Printed Name of officer signing certification) (Title)  
perjury under the laws of the United States, do hereby certify that

(Name of Individual, Co-Partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature) (Title) (Date)

## NON-COLLUSION CERTIFICATION

COMMONWEALTH OF KENTUCKY

COUNTY: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_ under penalty of  
(Printed Name of officer signing certification) (Title)  
perjury under the laws of the United States, do hereby certify that

(Name of Individual, Co-Partnership, or Corporation submitting bid)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with this proposal.

(Signature) (Title) (Date)

## CERTIFICATION OF ORGANIZATION(S)

COMMONWEALTH OF KENTUCKY

COUNTY: \_\_\_\_\_

PROJECT NO. \_\_\_\_\_

I, \_\_\_\_\_ under penalty of  
(Printed Name of officer signing certification) (Title)  
perjury under the laws of the United States, do hereby certify that, except as noted below,

\_\_\_\_\_  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the Administration of Federal Funds): is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Please list below any exceptions to the foregoing, to whom it applies, initiating agency and dates of action.

Exceptions:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

## CERTIFICATION OF PERFORMANCE

Certification with regard to the Performance of Previous Contracts or Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The \_\_\_\_\_, hereby certifies that it \_\_\_\_\_,  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that he, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the Former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Name of Individual, Co-Partnership, or Corporation submitting bid)

\_\_\_\_\_  
(Printed Name of officer signing certification)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60- 1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders of their implementing regulation. Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

## CERTIFICATION FOR FEDERAL-AID CONTRACT

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

1. 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 agent.
2. If any funds other than the 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.

This certification is a material representation of fact 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 Section 1352, Title 31, U.S. Code. 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.

The prospective participation also agrees by submitting his or her bid proposal that he or she shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

---

(Name of Individual, Co-Partnership, or Corporation submitting bid)

---

(Printed Name of officer signing certification)

---

(Title)

---

(Signature)

---

(Date)



## **CERTIFICATION OF BID PROPOSAL/ DBE**

We (I) proposed to furnish all labor, equipment and materials necessary to construct and/or improve the subject project in accordance with the plans, the Transportation Cabinet's Standard Specifications for Road and Bridge Construction 2012 special provisions, notes applicable to the project as indicated herein and all addenda issued on this project subsequent to purchase of proposal.

We (I) attach a bid guaranty as provided in the special provisions in an amount not less than 5% of the total bid. We agree to execute a contract in accordance with this proposal within 15 calendar days after the receipt of the notice of award for the project.

We (I) have examined the site of proposed work, project plans, specifications, special provisions, and notes applicable to the project referred to herein. We understand that the quantities shown herein are estimated quantities subject to increase or decrease as provided in the specifications.

We (I) acknowledge receipt of all addendum(s) (if applicable) and have made necessary revisions to the bid proposal. We have considered all addendum(s) in calculation of the submitted bid and applied the updated bid items, which are included.

"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."

---

(Name of Individual, Co-Partnership, or Corporation submitting bid)

---

(Printed Name of Officer or Authorized Agent and Title)

---

(Signature of Officer or Authorized Agent) (Date)

When two or more organizations bid as a joint venture, enter names of each organization and an authorized agent for each organization must sign above.

**DBE SUB-CONTRACTOR BIDDER LIST**

The Department of Transportation Federal Regulations require that the Kentucky Transportation Cabinet provide a bidder list to be maintained in the Office of Personnel Management, Small Business Development Branch (49 CFR 26:11) for each federally funded project awarded.

Project No. \_\_\_\_\_

List all quotes/bids received on this project.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers contacted who did NOT submit quotes/bids for this project:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

Non-DBE (Disadvantaged Business Enterprise) Contractors, Consultants, and Suppliers submitting quotes/bids for this project:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

If you need additional space, please attach a separate page. If you need assistance regarding this form, please contact Melvin Bynes at (502) 564-3601.

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
DIVISION OF CONSTRUCTION PROCUREMENT  
DBE Plan/SUBCONTRACT REQUEST

CONTRACT ID (CONTID)

Subcontract # :

TO :

Rachel Mills, Director

Division of Construction Procurement

FROM :

1st Tier Subcontractor:

Prime Contractor

(if applicable)

SUBJECT :

County

Project Number

I hereby request to utilize for DBE participation a portion of the subject project to:

DBE Employer Identification Numbers:

Federal

KY

The amount to be subcontracted by this request is

DBE

or

Contract

or

(original contract ) or a subcontract amount of

Worth

I have previously requested approval for subcontracts or agreements with other DBE as follows:

Name of DBE firm

DBE Amount

DBE %

Contract "Worth"

Amount

Contract

%

Totals based on original contract Amounts

This section applicable if DBE firm is also a Subcontractor of work on Project:

This subcontractor has been furnished a copy of Appendix B of 49 CFR Part 29 and advised to include the Certification in all lower tier covered transactions and in all solicitations for lower tier transactions (Federal Aid Contracts only).

Prime Contractor's Signature

Date

1st Tier Subcontractor's Signature(if applicable)

Date

DBE Participant Signature

Date

**KENTUCKY TRANSPORTATION CABINET**  
**DEPARTMENT OF HIGHWAYS**  
**DIVISION OF CONSTRUCTION PROCUREMENT**  
**DBE Plan/SUBCONTRACT REQUEST**

**TC 14-35**  
Rev. 07/07/16

Page 2 of 3

Contract ID (ContID) \_\_\_\_\_ Prime \_\_\_\_\_ DBE Firm \_\_\_\_\_

(\*) When description is limited by such as "Laying Only" "Erection Only" "Manipulation Only" etc. it should be so indicated and explained.  
(\*\*) When the quantity is not the entire amount of (Contract) or (Sub-Contract) estimate, limitations by stations must be shown or definitely designated in some suitable, positive manner.  
Unit prices using Contract Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

**DBE Participation Non-Pay Estimates Work Items**

Description	Total Contract Quantity	Unit	DBE Unit Price	Dollar Amount based on DBE Price	Comments
-------------	-------------------------	------	----------------	----------------------------------	----------

Page Total

**ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

Affidavit Effective Date: \_\_\_\_\_  
Affidavit Expiration Date: \_\_\_\_\_  
Maximum Length One-Year

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**

PAGE 1 OF 2

**FOR BIDS AND CONTRACTS IN GENERAL:**

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
  - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
  - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
  - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
  - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in KRS 45A.607.
  - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

**FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):**

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.
- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

\_\_\_\_\_  
Signature Printed Name

\_\_\_\_\_  
Title Date

Company Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Commonwealth of Kentucky Vendor Code (if known) \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_  
(Affiant) (Title)

of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(Company Name)

\_\_\_\_\_  
Notary Public

[seal of notary]

My commission expires: \_\_\_\_\_

## PART V

### SPECIFICATIONS AND STANDARD DRAWINGS



**ASPHALT MIXTURE**

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

**DGA BASE**

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

**DGA BASE FOR SHOULDERS**

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

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

**INCIDENTAL SURFACING**

The LPA has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-07 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The LPA will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

**OPTION B**

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

## ***SPECIAL NOTE***

### **For Tree Removal**

#### **Campbell County LPA Project Item No. 06-453**

NO CLEARING OF TREES 3 INCHES OR GREATER (DIAMETER BREAST  
HEIGHT) FROM JUNE 1- JULY 31

**If there are any questions regarding this note, please contact Danny Peake,  
Director, Division of Environmental Analysis, 200 Mero Street, Frankfort, KY  
40601, Phone: (502) 782-5027.**

## Special Note for Bridge Demolition, Renovation and Asbestos Abatement

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.



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

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

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
6-453	Campbell	12F0 FD52 019 9528701D	SPTM 3002 332
PROJECT DESCRIPTION			
Construct new bicycle & pedestrian trail from Berry St to Fourth Ave as part of the 11.5 mile riverfront project			
<input checked="" type="checkbox"/> <b>No Additional Right of Way Required</b>			
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.			
<input type="checkbox"/> <b>Condition # 1 (Additional Right of Way Required and Cleared)</b>			
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.			
<input type="checkbox"/> <b>Condition # 2 (Additional Right of Way Required with Exception)</b>			
The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract			
<input type="checkbox"/> <b>Condition # 3 (Additional Right of Way Required with Exception)</b>			
The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.			
Total Number of Parcels on Project		EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired			
Signed Deed			
Condemnation			
Signed ROE			
Notes/ Comments (Text is limited. Use additional sheet if necessary.)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name	Mike Yeager	Printed Name	Lynn Whalen
Signature		Signature	
Date	8/12/21	Date	Date: 2021.08.13 08:23:29 -04'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature		Signature	
Date	Date: 2021.08.13 15:38:46 -05'00'	Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

CAMPBELL COUNTY, STPM 3002 332  
City of Dayton KY - Riverfront Commons Trail Phase 2  
ITEM NUMBER: 06-453

### GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility Coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet.

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

**Sanitation District No. 1** has facilities within the project area but are not known to be in conflict with the road construction work.

These utilities should not be disturbed by the roadway construction work, with the exception of adjusting frames and castings to match the new grades. Should any SD1 manholes need to be raised/adjusted, contractor should contact SD1/Doug Malone at 859-578-6749 to determine how to raise manhole.

The contractor should operate with extreme caution to ensure no potential underground utilities or services are damaged during construction. Sanitations District No. 1 should be contacted directly to mark any facilities that may be in the area prior to the start of work.

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

N/A

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

N/A

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

Sanitation District No. 1: Sanitary Sewer –Contractor to make grade adjustments for manholes as needed. One (1) manhole is anticipated to need adjustment for this project, as indicated in the drawings. Should additional adjustments not identified in the plans be located in the field, the City shall be notified of the additional adjustment at the time of work.

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

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

## UTILITIES AND RAIL CERTIFICATION NOTE

CAMPBELL COUNTY, STPM 3002 332  
City of Dayton KY - Riverfront Commons Trail Phase 2  
ITEM NUMBER: 06-453

### UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

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

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

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

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

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

Should an unexpected utility conflict arise which results in damage to any utility, the Cabinet shall be financially responsible for any repairs to the facility if it is deemed by the Resident Engineer as an unavoidable and complete physical obstruction. Any damages inflicted on an avoidable utility shall be the responsibility of the highway contractor to restore back to its original state.

## UTILITIES AND RAIL CERTIFICATION NOTE

CAMPBELL COUNTY, STPM 3002 332  
City of Dayton KY - Riverfront Commons Trail Phase 2  
ITEM NUMBER: 06-453

### AREA UTILITIES CONTACT LIST

**\*UTILITY CONTACT INFORMATION WILL BE PROVIDED AT THE PRECONSTRUCTION  
CONFERENCE\***

KENTUCKY TRANSPORTATION CABINET  
Local Public Agency (Department of Highways Funding)  
CHANGE ORDER

lpa-DOH-chgord  
Mod 07/2/10

Page

Contract ID

Change Order No

Contractor

Contractor

Address

Project Sponsor

County

Project Number

Project Name

Proposed Changes in Connection with Contract Items:

Item No.		Description	Quantity	Unit	Unit Price	Amount

Total for this Page

Total for Continuation Page(s)

Total Contract Items

Proposed Items of Supplemental Agreement:

Ref. No.		Description	Quantity	Unit	Unit Price	Amount

Time Extension/Explanation:

.

Total for this Page

Total for Continuation Page(s)

Total Supplemental Agreement

Total Amount

Reasons for Proposed Changes:

If approved by Transportation Cabinet, the undersigned contractor agrees to do the work outlined herein and to accept as payment in full the basis of payment as set forth herein.

Contractor

Requested

Project Engineer

DATE

Recommended

Chief District Engineer

DATE

Recommended

Deputy State Highway Engineer

DATE

Approved

LPA Signature Authority

DATE

Title

DATE

Approved

State Highway Engineer

DATE

By:

Date



## Local Public Agency (Department of Highways Funding) CHANGE ORDER


Contract ID  
Change Order No  
Contractor  
Contractor  
Address

Project Sponsor  
County  
Project Number  
Project Name

---

*Total for this Page*

### Reasons for Proposed Changes:



**KENTUCKY TRANSPORTATION CABINET**

Page

**Local Public Agency (Department of Highways Funding)  
CHANGE ORDER**

Contract ID  
Change Order No  
Contractor  
Contractor  
Address

Project Sponsor  
County  
Project Number  
Project Name

Reasons for Proposed Changes:

# Code of Federal Regulations

## Title 23 - Highways

Volume: 1

Date: 2013-04-01

Original Date: 2013-04-01 Title: Section 635.109 - Standardized changed condition clauses.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart A - Contract Procedures.

### **§ 635.109**                      **Standardized changed condition clauses.**

(a) Except as provided in paragraph (b) of this section, the following changed conditions contract clauses shall be made part of, and incorporated in, each highway construction project approved under 23 U.S.C. 106:

#### *(1) Differing site conditions.*

(i) During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

(ii) Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

(iv) No contract adjustment will be allowed under this clause for any effects caused on unchanged work. (This provision may be omitted by the STD's at their option.)

#### *(2) Suspensions of work ordered by the engineer.*

(i) If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

(ii) Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

(iii) No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

(iv) No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

*(3) Significant changes in the character of work.*

(i) The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

(ii) If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

(iii) If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

(iv) The term "significant change" shall be construed to apply only to the following circumstances:

- (A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- (B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

(b) The provisions of this section shall be governed by the following:

(1) Where State statute does not permit one or more of the contract clauses included in paragraph (a) of this section, the State statute shall prevail and such clause or clauses need not be made applicable to Federal-aid highway contracts.

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E.

(c) In the case of a design-build project, STDs are strongly encouraged to use "suspensions of work ordered by the engineer" clauses, and may consider "differing site condition" clauses and "significant changes in the character of work" clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

[56 FR 37004, Aug. 2, 1991; 57 FR 10062, Mar. 23, 1992, as amended at 67 FR 75925, Dec. 10, 2002]

# Code of Federal Regulations

## Title 23 - Highways

Volume: 1

Date: 2013-04-01

Original Date: 2013-04-01 Title: Section 635.410 - Buy America requirements.

Context: Title 23 - Highways. CHAPTER I - FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER G - ENGINEERING AND TRAFFIC OPERATIONS. PART 635 - CONSTRUCTION AND MAINTENANCE. Subpart D - General Material Requirements.

### **§ 635.410 Buy America requirements.**

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) *The project either:*

(i) Includes no permanently incorporated steel or iron materials, or  
(ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or  
(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the **Federal Register** for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

### **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 the current editions of the *Standard Specifications for Road and Bridge Construction, Edition of 2019* and *Standard Drawings*.

*All Erosion and Sediment Control Measures must be in place prior to start of construction and must be maintained for the duration of construction.*

*Erosion and Sediment Control Measures to be used:*

- *Silt Fence*
- *Slope Protection as required (Mats or Seeding)*

**Supplemental Specifications to the  
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<b>Section:</b>	103.06 EXECUTION OF CONTRACT
<b>Revision:</b>	Replace the first sentence with the following: Within 30 calendar days after receiving the Contract, execute and return to the Department along with the following items:
<b>Section:</b>	103.06 EXECUTION OF CONTRACT
<b>Revision:</b>	Remove the requirement to print documents, by replacing the second sentence in the second paragraph with the following: Execute these documents.
<b>Section:</b>	103.08 FAILURE TO EXECUTE CONTRACT
<b>Revision:</b>	Change the allowable time before possible nullification of award from 15 to 30 calendar days, by replacing the first sentence with the following: The bidder's failure to execute the Contract or to comply with all requirements of Subsection 103.06 within 30 calendar days after receipt of the Contract will be just cause for the Department to nullify the award.
<b>Section:</b>	105.03 Record Plans
<b>Revision:</b>	Replace the last sentence in this subsection with the following: The Department will furnish the Contractor with an electronic file copy of the Record Plans at the Pre-Construction conference.
<b>Section:</b>	103.06.01 (incorrect in book) Commercial General Liability
<b>Page:</b>	107-9
<b>Revision:</b>	Re-number section as 107.18.01
<b>Section:</b>	103.06.02 (incorrect in book) Business Automobile Liability
<b>Page:</b>	107-9
<b>Revision:</b>	Re-number section as 107.18.02
<b>Section:</b>	103.06.03 (incorrect in book) Workers' Compensation Insurance and Employer's Liability Insurance
<b>Page:</b>	107-9
<b>Revision:</b>	Re-number section as 107.18.03
<b>Section:</b>	109.07.01 Liquid Asphalt
<b>Revision:</b>	Remove the following items from the list of 'Adjustable Contract Items': Asphalt Curing Seal Asphalt Prime Coat Asphalt Material for Tack Asphalt Materials for Preventive Maintenance applications Asphalt Seal Coat



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<b>Section:</b>	109.07.02 Fuel		
<b>Revision:</b>	Change the Fuel/Work ratio for the items listed below:		
	<u>Item</u>	<u>Threshold Quantity</u>	<u>Fuel/Work</u>
	Drainage Blanket, Asphalt Treated	5,000 tons	0.75
	Asphalt Mixtures for Pavements or Shoulders	3,000 tons	0.75
<b>Section:</b>	214.03 CONSTRUCTION		
<b>Revision:</b>	Add the following as the final paragraph in the section: Demonstrate to the Engineer that the placement technique prevents damage to the fabric.		
<b>Section:</b>	214.03 CONSTRUCTION		
<b>Subsection:</b>	214.03.03 Slope Protection and Channel Lining		
<b>Revision:</b>	Replace the first paragraph with the following: Place geotextile fabric for slope protection / geotextile fabric for channel lining with the long dimension parallel to the channel or toe of slope.		
<b>Section:</b>	214.03 CONSTRUCTION		
<b>Subsection:</b>	214.03.04 Underdrains		
<b>Revision:</b>	Replace the first sentence in the subsection with the following: Place and shape geotextile fabric for subsurface drainage to the sides and bottom of the trench without stretching the fabric.		
<b>Section:</b>	214.03 CONSTRUCTION		
<b>Subsection:</b>	214.03.05 Subgrade or Embankment Foundation Stabilization		
<b>Revision:</b>	Rename the subsection as follows: Subgrade Stabilization / Rock Roadbed		
<b>Section:</b>	214.03 CONSTRUCTION		
<b>Subsection:</b>	214.03.05 Subgrade Stabilization / Rock Roadbed		
<b>Revision:</b>	Replace the first (1st) paragraph of the subsection with the following: Place geotextile fabric for stabilization, unless otherwise noted. Install with the long dimension parallel to the long dimension of the area to be covered.		
<b>Section:</b>	214.03 CONSTRUCTION		
<b>Subsection:</b>	214.03.05 Subgrade Stabilization / Rock Roadbed		
<b>Revision:</b>	Add the following as the final paragraph in the section: Place, spread, and compact rock or backfill in such a manner that minimizes the development of wrinkles and movement in the fabric. In curves and intersections, cut the fabric and overlay appropriately. Keep the turning of tracked vehicles to a minimum to prevent displacement of the fill and damage to the fabric. Repair any damage caused during placement or by vehicles.		

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<b>Section:</b>	214.03 CONSTRUCTION
<b>Subsection:</b>	214.03.06 Drainage Blanket
<b>Revision:</b>	Replace the first sentence in the subsection with the following: Place geotextile fabric for subsurface drainage with the long dimension parallel to the long dimension of the area to be covered.
<b>Section:</b>	214.03 CONSTRUCTION
<b>Subsection:</b>	214.03.07 Embankment Foudation Working Platform
<b>Revision:</b>	Add the following as new subsection 214.03.07: <b>214.03.07 Embankment Foundation Working Platform.</b> To facilitate embankment construction over soft ground, place geotextile fabric for separation unless otherwise specified. Place as directed in the plans or by the Engineer. Install with the long dimension parallel to the long dimension of the area to be covered. Leave surface vegetation in place.  During back dumping and spreading, do not allow the wheels of trucks, dozer blades, and other equipment to come into direct contact with the fabric. Spread the material in the direction of the fabric overlap. To avoid damage to the geotextile fabric, dump rock fill behind the leading edge of the rock layer, then blade into place. Repair any damage caused during placement or by vehicles. If large fabric wrinkles develop during spreading operations, fold and flatten the wrinkles in the direction of spreading. Avoid large folds which reduce the fabric overlap width.
<b>Section:</b>	214.05 PAYMENT
<b>Revision:</b>	Remove the following from list of pay items: 02596-02599 Fabric-Geotextile, Type Square Yard
<b>Section:</b>	214.05 PAYMENT
<b>Revision:</b>	Add the following to the list of pay items: 02602 Fabric-Geotextile Class 1 Square Yard 02603 Fabric-Geotextile Class 2 Square Yard
<b>Section:</b>	215.02 MATERIALS
<b>Subsection:</b>	215.02.01 Geotextile Fabric
<b>Revision:</b>	Replace the text in this subsection with the following: Conform to Section 843.
<b>Section:</b>	215.03 CONSTRUCTION
<b>Revision:</b>	Replace the second sentence in the final paragraph with the following: Place a protective ring using geotextile fabric for subsurface drainage and separation; clean No. 2 aggregate or shot rock of similar size, quality, and gradation approved by the Engineer; and crushed aggregate.
<b>Section:</b>	215.05 PAYMENT
<b>Revision:</b>	Remove the following from list of pay items: 02596-02599 Fabric-Geotextile, Type Square Yard

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<b>Section:</b>	215.05 PAYMENT																							
<b>Revision:</b>	Add the following to the list of pay items: 02602              Fabric-Geotextile Class 1   Square Yard 02603              Fabric-Geotextile Class 2   Square Yard																							
<b>Section:</b>	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures with Reclaimed Material																							
<b>Revision:</b>	Replace the last sentence in this section with the following: Each lot pay value will be averaged to determine the final overall bid item pay.																							
<b>Section:</b>	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures with Reclaimed Material																							
<b>Part:</b>	LOT PAY ADJUSTMENT SCHEDULE COMPACTION OPTION A BASE AND BINDER MIXES																							
<b>Table:</b>	AV																							
<b>Revision:</b>	Replace the table with the following: <div><table><tr><th colspan="3">AV</th></tr><tr><th rowspan="2">Pay Value</th><th colspan="2">Test Result (%)</th></tr><tr><th>AADTT Class 2</th><th>AADTT Class 3 or 4</th></tr><tr><td>1.05</td><td>3.2-3.8</td><td>3.2-3.8</td></tr><tr><td>1.00 + 0.1 (AV-3.0)</td><td>1.5-3.1</td><td>2.0-3.1</td></tr><tr><td>1.00 + 0.1 (4.5-AV)</td><td>3.9-6.0</td><td>3.9-6.0</td></tr><tr><td>0.75</td><td>6.1-6.5</td><td>----</td></tr><tr><td>(1)</td><td>&lt; 1.5 or &gt; 6.5</td><td>&lt; 2.0 or &gt; 6.0</td></tr></table></div>	AV			Pay Value	Test Result (%)		AADTT Class 2	AADTT Class 3 or 4	1.05	3.2-3.8	3.2-3.8	1.00 + 0.1 (AV-3.0)	1.5-3.1	2.0-3.1	1.00 + 0.1 (4.5-AV)	3.9-6.0	3.9-6.0	0.75	6.1-6.5	----	(1)	< 1.5 or > 6.5	< 2.0 or > 6.0
AV																								
Pay Value	Test Result (%)																							
	AADTT Class 2	AADTT Class 3 or 4																						
1.05	3.2-3.8	3.2-3.8																						
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<b>Section:</b>	402.05.02 Asphalt Mixtures, HMA and WMA, Including Mixtures with Reclaimed Material																							
<b>Part:</b>	LOT PAY ADJUSTMENT SCHEDULE COMPACTION OPTION A SURFACE MIXES																							
<b>Table:</b>	AV																							
<b>Revision:</b>	Replace the table with the following: <div><table><tr><th colspan="3">AV</th></tr><tr><th rowspan="2">Pay Value</th><th colspan="2">Test Result (%)</th></tr><tr><th>AADTT Class 2</th><th>AADTT Class 3 or 4</th></tr><tr><td>1.05</td><td>3.2-3.8</td><td>3.2-3.8</td></tr><tr><td>1.00 + 0.1 (AV-3.0)</td><td>1.5-3.1</td><td>2.0-3.1</td></tr><tr><td>1.00 + 0.1 (4.5-AV)</td><td>3.9-6.0</td><td>3.9-6.0</td></tr><tr><td>0.75</td><td>6.1-6.5</td><td>----</td></tr><tr><td>(1)</td><td>&lt; 1.5 or &gt; 6.5</td><td>&lt; 2.0 or &gt; 6.0</td></tr></table></div>	AV			Pay Value	Test Result (%)		AADTT Class 2	AADTT Class 3 or 4	1.05	3.2-3.8	3.2-3.8	1.00 + 0.1 (AV-3.0)	1.5-3.1	2.0-3.1	1.00 + 0.1 (4.5-AV)	3.9-6.0	3.9-6.0	0.75	6.1-6.5	----	(1)	< 1.5 or > 6.5	< 2.0 or > 6.0
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0.75	6.1-6.5	----																						
(1)	< 1.5 or > 6.5	< 2.0 or > 6.0																						
<b>Section:</b>	501.03.019 Surface Tolerances and Testing Surface																							
<b>Part:</b>	B) Ride Quality																							
<b>Subpart:</b>	2) Category A Requirements																							
<b>Revision:</b>	Replace the last sentence in the first paragraph with the following: At the Deparment's discretion, a pay deduction of \$1200 per 0.1-lane-mile section may be applied in lieu of corrective work.																							
<b>Section:</b>	501.03.19																							
<b>Part:</b>	B)																							
<b>Subpart:</b>	3) Category B Requirements																							
<b>Revision:</b>	Replace the last sentence in the first paragraph with the following: At the Deparment's discretion, a pay deduction of \$750 per 0.1-lane-mile section may be applied in lieu of corrective work.																							
<b>Section:</b>	508.03 CONSTRUCTION																							
<b>Revision:</b>	Replace the second sentence with the following: Use Class AA concrete according to Subsection 601.03.																							
<b>Section:</b>	508.05 Payment																							
<b>Revision:</b>	Add the following codes to available Concrete Median Barrier, Type: 01968-01977																							
<b>Section:</b>	603.03.05 Drainage																							
<b>Revision:</b>	In the eighth (8th) paragraph, remove "type IV" from the fabric references in the first (1st) and third (3rd) sentences.																							

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<b>Section:</b>	607.03.02
<b>Part:</b>	(a) Prequalification
<b>Revision:</b>	Remove the following item to the list entitled "Fabricators having SBR, IBR, ABR, or CPT certification may fabricate the following": · Armored Edges
<b>Section:</b>	607.03.02
<b>Part:</b>	(a) Prequalification
<b>Revision:</b>	add the following items to the list entitled "AISC certification <b>not</b> required for the following": · Armored Edges or joints with a nominal width of 4 inches or less · Railing System Type II
<b>Section:</b>	609.05 PAYMENT
<b>Revision:</b>	add the following line to the table "Schedule for Adjusted Quantity for Depth of Cover Deficiency"  Depth of Cover Deficiency (inches) +0.26 to +0.50 <sup>(4)</sup> Quantity Adjustment Factor                      0.06
<b>Section:</b>	609.05 PAYMENT
<b>Part:</b>	Note (4) under "Schedule for Adjusted Quantity for Depth of Cover Deficiency"
<b>Revision:</b>	Replace note (4) with the following:  Quantity Adjustment Factor only applies if the Contractor elects to have the bridge deck cored as per KM 64-313. If the Contractor accepts adjustment based on the pachometer readings, this Quantity Adjustment Factor is 0.00.
<b>Section:</b>	615 PRECAST THREE SIDED STRUCTURES
<b>Revision:</b>	Insert complete Section 615
<b>Section:</b>	701.05 PAYMENT
<b>Revision:</b>	Remove the following from the list of pay items: 02600    Fabric-Geotextile Type IV for Pipe    Square Yard <sup>(2)</sup>
<b>Section:</b>	701.05 PAYMENT
<b>Revision:</b>	Add the following to the list of pay items: 02600    Fabric-Geotextile Class 2 for Pipe    Square Yard <sup>(2)</sup>
<b>Section:</b>	701.05 PAYMENT
<b>Revision:</b>	Replace "Type IV" in the item name in note <sup>(2)</sup> with "Class 2"
<b>Section:</b>	715.02.07 "Pop" Fasteners
<b>Revision:</b>	Remove this section in its entirety.
<b>Section:</b>	715.01 DESCRIPTION
<b>Revision:</b>	Replace the second sentence with the following: Panel Signs may be ground mounted, overhead structure mounted, or bridge mounted signs.
<b>Section:</b>	715.02.03 Steel Reinforcement
<b>Revision:</b>	Change section reference from 602 to 811.

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<b>Section:</b>	715.03 CONSTRUCTION
<b>Revision:</b>	Remove all but the first paragraph from this Section. 715.03 will now read as follows: The Department may inspect fabrication and erection work. The Department will perform a day and night inspection after the installation is complete.
<b>Section:</b>	715.03.01 Location
<b>Revision:</b>	Remove the first and fourth sentences from this Section, and insert 'to the plans' into the final sentence. The Section will now read as follows: Consider sign locations specified in the Plans as approximate only. Determine the exact location for each sign and obtain the Engineer's approval. Center overhead signs over the lane or lanes to which they apply. Allow for differences in elevation across the full shoulder width, as specified in the Plans, in maintaining the required 18-foot minimum vertical clearance to the bottom of the lowest parts of the signs or supports for overhead signs. Submit all proposed revisions to the plans in writing to the Engineer for written approval.
<b>Section:</b>	715.03.02 Messages
<b>Revision:</b>	Delete entire Section
<b>Section:</b>	715.03.03 Attachment
<b>Revision:</b>	Renumber as 715.03.02 Attachment
<b>Section:</b>	715.03.02 Attachment
<b>Revision:</b>	Replace section with the following: Letters, symbols, numbers, and borders are to be attached to the sign face using the 'direct applied' method.
<b>Section:</b>	715.03.04 Shields
<b>Revision:</b>	Delete entire Section
<b>Section:</b>	715.03.05 Covering
<b>Revision:</b>	Renumber as 715.03.03 Covering
<b>Section:</b>	715.03.06 Shop Drawings
<b>Revision:</b>	Renumber as 715.03.04 Shop Drawings
<b>Section:</b>	715.03.07 Fabrication
<b>Revision:</b>	Renumber as 715.03.05 Fabrication
<b>Section:</b>	715.03.08 Footings, Bases, and Pedestals
<b>Revision:</b>	Renumber as 715.03.06 Footings, Bases, and Pedestals
<b>Section:</b>	715.03.06 Footings, Bases, and Pedestals
<b>Revision:</b>	Add the following as the first sentence in the third paragraph: Use Class A concrete according to Subsection 601.03.
<b>Section:</b>	715.03.09 Sign Beams and Supports
<b>Revision:</b>	Renumber as 715.03.07 Sign Beams and Supports
<b>Section:</b>	715.03.07 Sign Beams and Supports
<b>Revision:</b>	Remove "and Type "B" " from the third sentence in the first paragraph.

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<b>Section:</b>	715.03.07 Sign Beams and Supports
<b>Part:</b>	B)
<b>Revision:</b>	Remove part B) Type B Beam
<b>Section:</b>	715.03.07 Sign Beams and Supports
<b>Part:</b>	C) Type C Beam
<b>Revision:</b>	Change part number as follows: B) Type C Beam
<b>Section:</b>	715.03.07 Sign Beams and Supports
<b>Part:</b>	C) Type D Breakaway Supports
<b>Revision:</b>	New part C) after removal of Type B Beam from list with text as follows: Specifications for Type D breakaway supports are listed on the details sheet for Type "D" supports.
<b>Section:</b>	715.03.10 Bridge Mounting for Signs
<b>Revision:</b>	Renumber section as 715.03.08 Bridge Mounting for Signs
<b>Section:</b>	715.03.11 Mounting Signs
<b>Revision:</b>	Renumber section as 715.03.09 Bridge Mounting for Signs
<b>Section:</b>	715.03.10 Logo Signs
<b>Revision:</b>	Insert new section 715.03.10 Logo Signs, with text as follows: Unless directed in the project plans, existing logo panel signs are to be kept in service during construction. Contact the logo contractor if signs are to be out of service for more than one day. Temporary installations shall be on square wood posts (with the holes drilled in the bottom, per the detail sheet, for locations not protected by guardrail, barrier wall, etc.).
<b>Section:</b>	715.04.03 Sign Supports
<b>Revision:</b>	Replace the second paragraph with the following: The Department will not measure clearing and grubbing or excavation for payment and will consider them incidental to this item of work.
<b>Section:</b>	715.04.06 Sign Panels
<b>Revision:</b>	add the following as the second paragraph in this section: The Department will not measure temporary panel signing for payment and will consider them incidental to this item of work.
<b>Subsection:</b>	716.03.10 Electrical Junction Box
<b>Part:</b>	B) Filter Fabric
<b>Revision:</b>	rename part B) to the following: Geotextile Fabric
<b>Subsection:</b>	716.03.10 Electrical Junction Box
<b>Part:</b>	B) Geotextile Fabric
<b>Revision:</b>	Replace the first sentence the part with the following: Before the installation of the #57 aggregate and junction box, the contractor shall install geotextile fabric for subsurface drainage and separation in the bottom of hole.

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<b>Subsection:</b>	725.04.06 Concrete, Class AA (for pads)																																				
<b>Revision:</b>	Replace this subsection with the following: The Department will not measure the quantities of Concrete Class AA, excavation, or steel reinforcement for payment, and will consider them incidental to Crash Cushion Type VII, Type VI, or Type VI-T.																																				
<b>Subsection:</b>	725.05 PAYMENT																																				
<b>Revision:</b>	Remove the following from the list of pay items: 08104 Concrete, Class AA Cubic Yard																																				
<b>Subsection:</b>	801.01 REQUIREMENTS																																				
<b>Part:</b>	3)																																				
<b>Subpart:</b>	a)																																				
<b>Revision:</b>	Replace the second sentence with the following: Ensure that the loss on ignition of the fly ash does not exceed 4.0 percent.																																				
<b>Section:</b>	804.04.04 Requirements for Combined Aggregates																																				
<b>Revision:</b>	Replace the table with the following: <table><tr><th colspan="4">FINE AGGREGATE CONSENSUS PROPERTY REQUIREMENTS</th></tr><tr><th>AADTT Class</th><th>Design AADTT</th><th>Uncompacted Void Content of Fine Aggregate (Percent),<sup>(d)</sup> Minimum</th><th>Sand Equivalent (Percent), Minimum</th></tr><tr><td>2</td><td>&lt;600</td><td>40.0</td><td>40</td></tr><tr><td>3</td><td>600 to 2999</td><td>43.0</td><td>45</td></tr><tr><td>4</td><td>&gt;3000</td><td>45.0</td><td>50</td></tr></table>	FINE AGGREGATE CONSENSUS PROPERTY REQUIREMENTS				AADTT Class	Design AADTT	Uncompacted Void Content of Fine Aggregate (Percent), <sup>(d)</sup> Minimum	Sand Equivalent (Percent), Minimum	2	<600	40.0	40	3	600 to 2999	43.0	45	4	>3000	45.0	50																
FINE AGGREGATE CONSENSUS PROPERTY REQUIREMENTS																																					
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3	600 to 2999	43.0	45																																		
4	>3000	45.0	50																																		
<b>Section:</b>	804.01 GENERAL.																																				
<b>Revision:</b>	Replace the second paragraph with the following:  The Department’s List of Approved Materials includes the Aggregate Source List and the list of Class A and Class B Polish-Resistant Aggregate Sources, the Concrete Aggregate Restriction List, Lightweight Aggregate Source List, and Microsurface Aggregate Source List.																																				
<b>Section:</b>	804.04.05 Microsurface.																																				
<b>Revision:</b>	Modify the Table as follows: <table><tr><th></th><th>Type II</th><th>Type III</th><th></th></tr><tr><th><u>Sieve Size</u></th><th><u>% Passing</u></th><th><u>% Passing</u></th><th><u>Stockpile Tolerance</u></th></tr><tr><td>3/8 inch</td><td>100</td><td>100</td><td></td></tr><tr><td>No. 4</td><td>90-100</td><td><del>70-90</del>70-100</td><td>± 5%</td></tr><tr><td>No. 8</td><td><del>65-90</del>60-90</td><td>45-70</td><td>± 5%</td></tr><tr><td>No. 16</td><td><del>45-70</del>40-70</td><td>28-50</td><td>± 5%</td></tr><tr><td>No. 30</td><td><del>30-50</del>25-50</td><td>19-34</td><td>± 5%</td></tr><tr><td>No. 50</td><td><del>18-30</del>15-30</td><td>12-25</td><td>± 4%</td></tr><tr><td>No. 100</td><td>10-21</td><td>7-18</td><td>± 3%</td></tr></table>		Type II	Type III		<u>Sieve Size</u>	<u>% Passing</u>	<u>% Passing</u>	<u>Stockpile Tolerance</u>	3/8 inch	100	100		No. 4	90-100	<del>70-90</del> 70-100	± 5%	No. 8	<del>65-90</del> 60-90	45-70	± 5%	No. 16	<del>45-70</del> 40-70	28-50	± 5%	No. 30	<del>30-50</del> 25-50	19-34	± 5%	No. 50	<del>18-30</del> 15-30	12-25	± 4%	No. 100	10-21	7-18	± 3%
	Type II	Type III																																			
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No. 4	90-100	<del>70-90</del> 70-100	± 5%																																		
No. 8	<del>65-90</del> 60-90	45-70	± 5%																																		
No. 16	<del>45-70</del> 40-70	28-50	± 5%																																		
No. 30	<del>30-50</del> 25-50	19-34	± 5%																																		
No. 50	<del>18-30</del> 15-30	12-25	± 4%																																		
No. 100	10-21	7-18	± 3%																																		



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	No. 200	5-15	5-15	± 2%
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<b>Section:</b>	805.01 GENERAL.																																			
<b>Revision:</b>	<p>Replace the second paragraph with the following:</p> <p>The Department’s List of Approved Materials includes the Aggregate Source List, the list of Class A and Class B Polish-Resistant Aggregate Sources, the Concrete Aggregate Restriction List, Lightweight Aggregate Source List, and Microsurface Aggregate Source List.</p>																																			
<b>Section:</b>	ASPHALT MIXTURES AND SEALS																																			
<b>Revision:</b>	<p>Replace the table with the following:</p> <table><tr><th colspan="5">COARSE AGGREGATE CONSENSUS PROPERTY REQUIREMENTS</th></tr><tr><th rowspan="3">AADTT Class</th><th rowspan="3">Design AADTT</th><th colspan="2">Coarse Aggregate Angularity (Percent)</th><th rowspan="3">Flat and Elongated<sup>(a)</sup> (Percent), maximum</th></tr><tr><th colspan="2">Crushed Faces</th></tr><tr><th>≥1</th><th>≥2</th></tr><tr><td>2</td><td>&lt;600</td><td>85</td><td>80</td><td>10</td></tr><tr><td>3</td><td>600 to 2999</td><td>95</td><td>90</td><td>10</td></tr><tr><td>4</td><td>≥ 3000</td><td>100</td><td>100</td><td>10</td></tr></table> <p><sup>(a)</sup> Criterion based on a 5:1 maximum-to-minimum ratio.</p>	COARSE AGGREGATE CONSENSUS PROPERTY REQUIREMENTS					AADTT Class	Design AADTT	Coarse Aggregate Angularity (Percent)		Flat and Elongated <sup>(a)</sup> (Percent), maximum	Crushed Faces		≥1	≥2	2	<600	85	80	10	3	600 to 2999	95	90	10	4	≥ 3000	100	100	10						
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<b>Section:</b>	806.03.01 General Requirements.																																			
<b>Revision:</b>	<p>Revise the Table with the following corrected values:</p> <table><tr><td>RTFO Residue</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Mass Loss, %</td><td>1.00 Max.</td><td>1.01-1.10</td><td>1.11-1.20</td><td>1.21-1.30</td><td>1.31-1.40</td><td>&gt; 1.40</td></tr><tr><td>MSCR</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td><math>J_{nr3.2}</math>, Max</td><td>0.5 kPa<sup>-1</sup></td><td>&lt; <del>4.70.7</del></td><td><del>4.71-</del> <del>4.750.71-0.75</del></td><td><del>4.76-</del> <del>4.800.76-</del> <del>0.80</del></td><td><del>4.81-</del> <del>4.850.81-</del> <del>0.85</del></td><td>≥ <del>4.860.86</del></td></tr><tr><td><math>J_{ur,diff}</math>, Max</td><td>75 %</td><td></td><td></td><td></td><td></td><td></td></tr></table>	RTFO Residue							Mass Loss, %	1.00 Max.	1.01-1.10	1.11-1.20	1.21-1.30	1.31-1.40	> 1.40	MSCR							$J_{nr3.2}$ , Max	0.5 kPa <sup>-1</sup>	< <del>4.70.7</del>	<del>4.71-</del> <del>4.750.71-0.75</del>	<del>4.76-</del> <del>4.800.76-</del> <del>0.80</del>	<del>4.81-</del> <del>4.850.81-</del> <del>0.85</del>	≥ <del>4.860.86</del>	$J_{ur,diff}$ , Max	75 %					
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$J_{ur,diff}$ , Max	75 %																																			
<b>Section:</b>	805.03.02 Physical Properties																																			
<b>Revision:</b>	<p>Replace the first 2 lines in this section with the following:</p> <p>Wear (Except Slag, Granite, and Sandstone)                      40% maximum</p> <p>Wear (Granite and Sandstone)    50% maximum</p>																																			

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2019 Edition  
Effective with the November 19, 2021 Letting**

<b>Section:</b>	814.06 MATERIALS FOR END TREATMENTS
<b>Part:</b>	A) Anchorage Systems
<b>Revision:</b>	Revise the minimum breaking strenght to be 42,800, and replace reference to AASHTO M 30, Class C with AASHTO M 30, Class A.
<b>Section:</b>	816.07.03 Wood Posts and Braces
<b>Revision:</b>	Delete the last sentence of the first paragraph. The AWWA C 2 standard no longer exists.
<b>Section:</b>	820.01 Requirements
<b>Revision:</b>	Replace the second paragraph with the following:  Treated timber poles shall meet the general requirements of this subsection and shall be treated according to AASHTO M133 in accordance with requirements of the current AWWA standards.
<b>Section:</b>	820.01 Requirements
<b>Revision:</b>	Delete the second sentence of the third paragraph.
<b>Section:</b>	830.02.01 Delineator Sheeting
<b>Part:</b>	A) Barrier Wall Delineator
<b>Revision:</b>	Replace text with the following: Use retroreflective sheeting conforming to ASTM D 4956, Type XI, Class 1.
<b>Section:</b>	830.02.01 Delineator Sheeting
<b>Part:</b>	B) Guardrail Delineator
<b>Revision:</b>	Replace text with the following: Use retroreflective sheeting conforming to ASTM D 4956, Type XI, Class 1.
<b>Section:</b>	830.02.01 Delineator Sheeting
<b>Part:</b>	C) Delineator Post
<b>Revision:</b>	Replace text with the following: Use retroreflective sheeting conforming to ASTM D 4956, Type XI, Class 1.
<b>Section:</b>	830.02.03 Drum Sheeting
<b>Revision:</b>	Replace text with the following: Use retroreflective sheeting conforming to ASTM D 4956. Use approved types for necessary colors on the Department's List of Approved Materials.
<b>Section:</b>	830.02.04 Cone and Tubular Marker Sheeting
<b>Revision:</b>	Replace text with the following: Use retroreflective sheeting conforming to ASTM D 4956. Use approved types for necessary colors on the Department's List of Approved Materials.
<b>Section:</b>	830.02.06 Permanent Sign Sheeting
<b>Revision:</b>	Replace text with the following: Use retroreflective sheeting conforming to ASTM D 4956, Type XI, Class 1.
<b>Subsection:</b>	834.07.05 Geotextile Filter Fabric Type IV
<b>Revision:</b>	Change the subsection title to the following: Geotextile Fabric
<b>Section:</b>	837.03 APPROVAL
<b>Revision:</b>	In the first sentence, replace 'AASHTO T-250' with 'KM 64-268'

**Supplemental Specifications to the  
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<b>Section:</b>	837.03 APPROVAL
<b>Revision:</b>	Replace the second sentence with the following: The Department will sample and evaluate for approval each shipment of each lot of thermoplastic material delivered for use per contract prior to installation of the thermoplastic material.
<b>Section:</b>	837.03.01 Composition
<b>Revision:</b>	Add the following sentence to the end of the paragraph: Manufacturers are to produce extruded thermoplastic in compliance with the values listed in Table 1.
<b>Section:</b>	837.03.01 Composition
<b>Revision:</b>	Label Composition table as new subsection '837.03.02 Table 1'.
<b>Section:</b>	837.03.02 Physical Characteristics
<b>Revision:</b>	Renumber subsection as 837.03.03
<b>Section:</b>	837.06 MANUFACTURER'S TESTING
<b>Revision:</b>	In the first sentence, replace 'AASHTO T-250' with 'KM 64-268'
<b>Section:</b>	837.09 ACCEPTANCE OF NON-SPECIFICATION COMPLIANT THERMOPLASTIC
<b>Revision:</b>	Add new subsection with the following text: The Department may accept thermoplastic found to be in non-conformance to the Specification Acceptance Range at a reduction in pay, see Table 2. Thermoplastic with analytical test results not conforming to the Specification Acceptance Range but within the Acceptance Range with Deduction may be accepted for incorporation into the project with applicable reductions in pay. Deductions are cumulative to a maximum of 60% reduction in pay applied to the contract unit bid price for the thermoplastic. Thermoplastic with three (3) or more analytical tests resulting in non-conformance to the Specification Acceptance Range or any analytical test result exceeding the Acceptance Range with Deduction will be rejected and removed from the project. Do not allow transfer of thermoplastic materials between projects that have analytical test results in the Acceptance Range with Deduction.

**Supplemental Specifications to the  
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<b>Section:</b>	837.10 Table 2																																				
<b>Revision:</b>	Add new subsection titled 'Table 2' with the following table: <div><div>837.10 Table 2.</div><table><tr><th colspan="4">THERMOPLASTIC PRICE ADJUSTMENT SCHEDULE</th></tr><tr><th>Analytical Test</th><th>Specification Acceptance Range</th><th>Acceptance Range with Deduction</th><th>Deduction Applied to Unit Cost</th></tr><tr><td>Binder, %</td><td>18.0 min.</td><td>16.0 -17.9</td><td>50%</td></tr><tr><td>Glass Beads % (Premixed)</td><td>30-40</td><td>28-30</td><td>20%</td></tr><tr><td>Titanium Dioxide, % for white</td><td>10.0 min.</td><td>9.0 -9.9</td><td>20%</td></tr><tr><td>Calcium Carbonate and Inert Fillers for white,</td><td>42.0 max.</td><td></td><td></td></tr><tr><td>Calcium Carbonate and Inert Fillers for Yellow,</td><td>50.0 max.</td><td></td><td></td></tr><tr><td>Heavy Metals Content</td><td>Comply with 40 CFR 261</td><td></td><td></td></tr><tr><td>Color</td><td>6.0 ΔE*</td><td>6.0 ΔE*- 8.0 ΔE*</td><td>10%</td></tr></table></div>	THERMOPLASTIC PRICE ADJUSTMENT SCHEDULE				Analytical Test	Specification Acceptance Range	Acceptance Range with Deduction	Deduction Applied to Unit Cost	Binder, %	18.0 min.	16.0 -17.9	50%	Glass Beads % (Premixed)	30-40	28-30	20%	Titanium Dioxide, % for white	10.0 min.	9.0 -9.9	20%	Calcium Carbonate and Inert Fillers for white,	42.0 max.			Calcium Carbonate and Inert Fillers for Yellow,	50.0 max.			Heavy Metals Content	Comply with 40 CFR 261			Color	6.0 ΔE*	6.0 ΔE*- 8.0 ΔE*	10%
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<b>Subsection:</b>	844.01 FLY ASH REQUIREMENTS																																				
<b>Revision:</b>	Replace the first paragraph with the following, in order to increase the loss on ignition to 4.0 percent: For fly ash added to concrete mixtures as a separate ingredient, conform to ASTM C 618, Class F or Class C, except ensure that the loss on ignition does not exceed 4.0 percent or 6.0 percent for fly ash receiving an approved chemical treatment.																																				

## PART VI

## 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 VII

### BID ITEMS



### Section: 0001 PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0010			RIPRAP COMPACTION	8210	SQYD		\$	
0020			CRUSHED AGGREGATE SIZE NO 2	1000	TON		\$	
0030			CRUSHED AGGREGATE SIZE NO 57	1000	TON		\$	
0040			FILTER FABRIC	4800	SQYD		\$	
0050			DGA BASE	1500	TON		\$	
0060			CONCRETE SIDEWALK – 8 IN THICK	4370	SQYD		\$	
0070			CONCRETE SIDEWALK – 5 IN THICK	220	SQYD		\$	
0080			CONCRETE TURNDOWN SIDEWALK EDGE – 36" THICK	270	SQYD		\$	
0090			BIKEWAY RAILING	2360	LF		\$	

### Section: 0002 EARTHWORK

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0100			EXCAVATION	630	CUYD		\$	
0110			EMBANKMENT	780	CUYD		\$	

### Section: 0003 PHASE 1 LANDSCAPING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0120			PERRENIALS	327	EACH		\$	
0130			SHRUBS	378	EACH		\$	
0140			PLANTING SOIL – 24" DEPTH (SHRUB AND PERREBIAL AREAS	126	CUYD		\$	
0150			DOUBLE-SHREDDED HARDWOOD BARK MULCH	11	CUYD		\$	
0160			FURNISHINGS – SANDSTONE SLABS	12	EACH		\$	
0170			TURFGRASS	1433	SQYD		\$	
0180			MEADOW SEED	2	ACRE		\$	
0190			SOIL IN MEADOW SEEDED AREA	3137	CUYD		\$	

### Section: 0004 PHASE 2 LANDSCAPING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0200			PERRENIALS	82	EACH		\$	
0210			SHRUBS	81	EACH		\$	
0220			PLANTING SOIL – 24" DEPTH (SHRUB AND PERREBIAL AREAS	21	CUYD		\$	
0230			DOUBLE-SHREDDED HARDWOOD BARK MULCH	2	CUYD		\$	
0240			FURNISHINGS – SANDSTONE SLABS	3	EACH		\$	
0250			TURFGRASS	2400	SQYD		\$	
0260			MEADOW SEED	3	ACRE		\$	
0270			SOIL IN MEADOW SEEDED AREA	4662	CUYD		\$	

### Section: 0005 MISCELLANEOUS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0280			PVC PIPE – 4 IN	6100	LF		\$	
0290			MAINTAIN AND CONTROL TRAFFIC	1	LS		\$	
0300			EROSION CONTROL	1	LS		\$	
0310			SEEDING	3415	CUYD		\$	
0320			TOPSOIL – FURNISHED AND PLACED	780	CUYD		\$	

Above Sections Total = \_\_\_\_\_

Section: 0006 DEMOBILIZATION AND/OR MOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0330	02550		MOBILIZATION (not more than 5.0% of total bid)		LS		\$	
0340	02569		DEMOBILIZATION (not less than 1.5% of total bid)		LS		\$	

Proposed Bid = \_\_\_\_\_