

City of Elkton, Kentucky

SOLICITATION FOR THEIR

Goebel Avenue Bike/Pedestrian Project

FEDERAL PROJECT NUMBER: 4000-123

SOLICITATION ISSUED: July 26, 2022
CLOSING DATE: August 17, 2022, AT 2:00 PM

DBE Certification Required – 5.0%

DBE Plan/Subcontract Request Included?

Required Bid Proposal Guaranty: Not less than 5% of the total bid.

Check guaranty submitted (mark one): Cashier's Check Certified Check Bid Bond

WHEN SUBMITTED, BID BONDS WILL BE RETAINED WITH THE PROPOSAL

Chris Wilcutt, PE
Project Engineer – McGhee Engineering, Inc.
chris.wilcutt@mcgheeengineering.com
270.483.9985

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PART 1 - Scope of Work

Section 1 - Invitation

City of Elkton, Kentucky (hereinafter referred to as “the LPA”) is now accepting responses for their **Goebel Avenue Bike/Pedestrian Project** (hereinafter referred to as “the Project”). Careful attention must be paid to all requested items contained in this Solicitation. Contractors are invited to submit responses in accordance with the requirements of this Solicitation. Please read the entire package before submitting a proposal.

A Pre-Bid Conference will be held at **2:00 PM on August 5, 2022**, at Elkton City Hall, 71 Public Square, Elkton, Kentucky for all prospective bidders. Following the Pre-Bid Conference, questions or inquiries will not be accepted after **August 10, 2022 at 5:00 PM CDT**. All questions must be submitted in writing with all questions being answered in one response.

The process of accepting bids and choosing the successful bidder shall be by Competitive Sealed Bidding.

The purpose of this Solicitation is to request Contractor responses in order to provide this Project under contract to the LPA. It is anticipated that this will result in a single award. It is also to provide the minimum specifications and requirements for the completion of the Project that meets the needs and desires of the LPA. This Solicitation may result in no contract being awarded should the LPA feel that this is in its best interest.

Each bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All services performed under contract shall be in accordance with the terms and provisions of this Solicitation and any resulting Contract. It will be the LPA’s responsibility to ensure that such services rendered are performed and are acceptable.

This project will follow the Kentucky Transportation Standard Specifications for Road and Bridge Construction, current edition.

All provisions of this Solicitation shall be part of any resulting Contract. The Contractor agrees that a resulting Contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation.

Section 2 - Inquiries

Contact with LPA agents for information specific to response procedures and regulations shall be limited to the LPA Contact. Administrative questions or concerns regarding the Solicitation may be answered over the phone or in writing. Contractors and Subcontractors requiring clarification or interpretation of the technical specifications shall make a written request via letter or email no later than August 10, 2022 at 5 PM CDT. Site visits may be arranged during normal duty hours by making an appointment in advance.

LPA Contact:

Name, Co.: Laura Brock, Elkton City Clerk
Address: 71 Public Square, Elkton, KY 42220
Phone: 270-265-9877
Fax: 270-265-5816
Email: city_clerk@elktonky.com

Specification/Technical Contact:

Name, Co.: Chris Wilcutt, PE (McGhee Eng.)
Address: PO Box 267, Guthrie, KY 42234
Phone: 270-483-9985
Fax: 270-483-9986
Email: chris.wilcutt@mcgheeengineering.com

The Contacts listed above shall be the sole point of contact throughout the procurement process. Contractors SHALL NOT communicate with any LPA staff or official concerning this Solicitation, except the

contacts listed. Potential Contractors should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between representatives of potential Bidders and a LPA employee or official are not binding on the LPA. Open discussions by the Contractor with the LPA regarding the Solicitation or the specifications may be ground for the Contractor to be considered non-responsive.

Section 3 - Reporting Prohibited Contract Activities

TO REPORT BID RIGGING, BIDDER COLLUSION OR OTHER FRAUDULENT ACTIVITIES: The U.S. Department of Transportation (USDOT) maintains a Hotline Complaint Center and operates a 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, DBE fraud or other fraudulent activities should use the following hotline number or address to report such activities:

Hotline Number:

(202) 755-1855 or (800) 424-9071

Hotline Address:

Office of Inspector General, L’Enfant Plaza Station
P. O. Box 23178, Washington, D.C. 20024-0178

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

Section 4 - Bidding Requirements and Conditions

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 requirements set forth in this Solicitation and the current Kentucky Standard Specifications, including but not limited to Delivery of Proposals, 102.13 Irregular Proposals, 102.14 Disqualification of Bidders, 102.09 Proposal Guaranty, may result in a bid being considered non-responsive, and thus not eligible to be considered for award. See Page 8 for more details.

Bidders and 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 sub-contractors must be prequalified when accepting subcontracts. No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors.

The LPA reserves the right to refuse to accept bids from or award any additional work to any contractor who is behind schedule on any work in progress or who fails to perform acceptable work until such work is satisfactorily completed, or to accept bids from or award any work to any contractor who has shown a repeated inability to complete work on schedule or in an acceptable manner.

By submitting a Bid, the Contractor acknowledges and agrees to be bound by the terms and conditions of this Solicitation. The Contractor must examine the site of the proposed work, the Plans, Specifications, and forms before submitting a Bid Response. The LPA considers the submission of a Bid Response evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the Solicitation.

Unit Pricing is required unless otherwise specified in this Solicitation. ***Prices are to be entered on the Bidder Information Sheet for each Line Item bid.*** The estimated quantities appear only for the purposes

of comparing Bids. The LPA will pay the Contractor only for the actual quantities of work performed and accepted or materials furnished according to the Contract.

Unless otherwise specified, only one price per Line Item may be proposed for each Line Item on this Solicitation. Contractors must determine their single best offering on the quality specified.

All offers submitted in response to this Solicitation shall be firm for a minimum of ninety (90) calendar days from the Bid Closing date, pending the evaluation of offers received and any resulting award of Contract.

The LPA will require from the Prime bidder a performance and payment bond for the contract amount, the premium to be added to the submitted bid for the contract.

Section 5 - Solicitation Submission Requirements

Contractors shall submit one (1) copy of this **ENTIRE Bid Proposal Packet (all pages)** under sealed cover, which shall be received no later than the date and time indicated on the face of this Solicitation. **Fax response copies and Electronic responses are NOT acceptable for this Solicitation and shall be considered non-responsive.** Contractors shall also provide descriptive literature, catalogs, sample materials, warranties, and complete specifications covering the products offered. Responses not meeting this requirement may be rejected.

FORMAT OF SOLICITATION RESPONSE: Failure to arrange and label your response in this manner may result in your proposal being considered non-responsive.

The entire Bid Proposal Packet submitted by the Bidder shall specifically include the following:

1. Completed cover page of this Solicitation.
2. The completed and signed forms from Part 4 of this Solicitation.
 - a. **Bidder must certify their DBE goal in the proposal.**
 - b. **Bid Bond (5%).**
 - c. **Bidder Information Sheet (Bid Form)**
 - d. **DBE Sub-Contractors Bidders List**
 - e. **Provisions Relative to Senate Bill 258**
 - f. **Statement of Incomplete Work**
 - g. **Required Affidavit for Bidders or Offerors**
 - h. **Non Collusion Certification**
 - i. **Certification of Organizations**
 - j. **Certification of Performance**
 - k. **Certification for Federal Aid Contract**
 - l. **Disclosure of Lobbying Activities**
3. Proof of Insurance. (A project specific Certificate of Insurance will be requested at a later date).

Contractor's notes and comments may be rendered as an attachment, provided the same format of this Solicitation text is followed. All notes and comments shall be made in ink or typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the Bid Response.

Purchase or Sales Agreements supplied by the Contractor making an offer in reply to the Solicitation will not be accepted. The only terms and conditions acceptable to the LPA are as outlined in this Solicitation. Bids not conforming will be considered non-responsive.

The outside cover of the package containing the Bid Proposal shall be marked:

Attention: Laura Brock (City of Elkton)
71 Public Square
Elkton, Kentucky 42220
'Goebel Avenue Bike/Pedestrian Project'

"NAME OF CONTRACTOR SUBMITTING BID RESPONSE"
"BID CLOSING DATE & TIME"

Sealed Bid Responses will be received at the location listed above until the date and time specified on the cover of this Solicitation. Contractors shall be responsible for the actual delivery of the bid response during business hours (Monday-Friday, 8:00 am – 4:00 pm CST) to the address listed above. Bid Responses received after the deadline will be unopened. It shall not be sufficient to show that the bid response was mailed in time to be received before scheduled closing time for receipt of responses.

A bidder may withdraw or revise a Bid Response after depositing the Bid Response with the LPA, provided the LPA receives the request for such withdrawal or revision in writing before the time set for the opening of Bid Responses.

All materials submitted in response to the Solicitation will become the property of the LPA. One copy of a submitted Bid Response will be retained for official files and will become public record. Any material that a Contractor considers as confidential, but does not meet the disclosure exemption requirements of the Kentucky Open Records Act (ORA), should not be included in the Contractor's Bid Response, as it may be made available to the public.

If a Contractor's Bid Response contains materials noted or marked as confidential and/or proprietary that, in the LPA's sole opinion, meets the disclosure exemption requirements of the ORA, then that information will not be disclosed pursuant to a written request for public documents. If the LPA does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a Contractor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its Response because such information may be disclosed to the public.

Section 6 - Opening of Responses

The opening of responses is open to the public. All bids received in accordance with the terms of the advertisement shall be publicly opened and announced either item by item or by total amount. If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting. Negotiation with contractors during the period following the opening of bids and before the award of the contract shall not be permitted.

Section 7 - Method of Award and Process

Federal-aid contracts shall be awarded as detailed in 23 CFR 635.114 and based on the lowest bid price as required by KRS 45A.365. The contract shall be awarded by written **Notice of Award** to the lowest responsive and responsible bidder whose bid offers the best value. After receipt of an acknowledged Notice of Award, a pre-construction meeting will be scheduled at which time the LPA and Successful Bidder will execute the required number of Agreements and Notice to Proceed.

LPA will verify that Contractor is not on excluded party list at www.sam.gov/portal/public/SAM.

The resulting Contract shall constitute the entire agreement between the LPA and awarded Contractor. Unless contractually provided, LPA agencies utilizing this Contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a Contract resulting from this Solicitation. Any such documents so obtained will be non-binding on the LPA and agents of the LPA and will be cause for breach of contract.

Section 8 - Termination of Contracts

The LPA reserves the right to terminate contracts for convenience when requirements under the contract no longer exist. A written notice will be given to the Contractor at least thirty (30) calendar days prior to such proposed termination date.

Other provisions of this Solicitation notwithstanding, the Contractor agrees, if funds are not appropriated to the LPA or are not otherwise available for the purpose of making payments hereunder, then the LPA shall be authorized, upon thirty (30) calendar days written notice to the Contractor, to terminate this agreement without obligation for the payment of any cancellation or termination charges which may be fixed by the agreement without any other obligation or liability hereunder.

Section 9 - Other Contracts

The LPA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with LPA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the LPA. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by LPA employees.

Section 10 - Contract Time

The Project is scheduled to be completed within 90 calendar days of the Contractor receiving the **Notice to Proceed**. The Contractor shall commence the performance of this Contract once the Notice to Proceed is received and shall diligently continue its performance to and until the final completion of the Project. The Contract time shall not be modified except by Change Order as provided in the Contract.

Section 11 - Schedules for Construction Contracts

The Contractor shall, within five days after the work commences on the contract or another period of time determined by the LPA, prepare and submit to the LPA for approval one copy of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the milestones. The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the LPA may withhold approval of progress payments until the Contractor submits the required schedule. The Contractor shall enter the actual progress on the chart as directed by the LPA, and upon doing so shall immediately deliver one of the annotated schedule to the LPA.

Section 12 - Liquidated Damages

The Contractor shall pay the LPA \$500.00 per day for each and every calendar day of delay in achieving the Contract Time. Any sums due and payable hereunder by the Contractor shall be payable, not as a

penalty, but as liquidated damages representing an estimated of delay damages likely to be sustained by the LPA, estimated at the time of issuing this Solicitation.

When the LPA reasonably believes that the Contract Time will not be met, the LPA shall then be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount they believe by LPA to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay, the LPA shall promptly release to the Contractor those funds withheld.

Section 13 - Payment

The Contractor shall provide itemized billing, separated by completed work item and project section. These bills shall be submitted to the LPA Contact by the 3rd day of the month for all work performed during the previous month. Engineer will then certify the Payment Request and submit to the LPA for approval at the regular city council meeting on the **2nd Monday of the month at 7:00 pm**. Certified payroll documents should be submitted with each bill, these documents should be itemized per site as to show the day, hours worked, per site employee. DBE participation should be shown separately for confirmation that participation goals were met.

Acceptance of final payment by the Contractor shall constitute a full and final release of the LPA from any and all claims which the Contractor may have for any claims arising directly or indirectly under the contract. Partial Payments will be made to the Contractor based on an estimate of work complete, prepared and submitted by the contractor, which has been approved by the LPA.

The payments will not exceed the following schedule:

<i>Amount</i>	<i>Cumulative</i>	<i>Work Completed</i>
% of total		List milestones here

Section 14 - Standardized Changed Condition Clauses (23 CFR 635.109)

Differing site conditions - 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.

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

Suspensions of work ordered by the engineer - 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.

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 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.

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

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.

Significant changes in the character of work - 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.

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 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.

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.

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

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

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.

Section 15 - Change Orders

Any valid modification of contractual agreement must be formalized by issuance of a Change order from the LPA and approved by Kentucky Transportation Cabinet (KYTC), Office of Local Programs (OLP). Change orders should be kept to a minimum and are to be requested by the LPA through the KYTC District Office. The Contractor must sign the request acknowledging that the work will be completed for the indicated costs and then must be approved by the LPA prior to the Change Order being submitted for approval by OLP and the Secretary of KYTC, routed through the State Highway Engineer's Office. The work described in the Change Order is not to be started prior to being approved by the KYTC Administrative Office.

A copy of the Kentucky Transportation Cabinet's standard LPA Change Order follows:



Kentucky Transportation Cabinet
Office of Local Programs
LOCAL PUBLIC AGENCY CHANGE ORDER

TC 20-32
7/2010
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Page

Contract ID PO2-628-

Project Sponsor

Change Order No

County

Contractor

Project Number

Contractor

Project Name

Address

Proposed Changes in Connection with Contract Items:

Item No.	Quantity	Description	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Contract Items</i>					

Proposed Items of Supplemental Agreement:

Ref. No.	Quantity	Description	Unit	Unit Price	Amount
<i>Total for this Page</i>					
<i>Total for Continuation Page(s)</i>					
<i>Total Supplemental Agreement</i>					
Total Amount					

Time Extension/Explanation:

Reasons for Proposed Changes and Cost Analysis:

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.

Requested _____
Project Engineer DATE

Recommended _____
District LPA Coordinator DATE

Recommended _____
Commissioner of Rural & Municipal Aid DATE

Approved _____
LPA Signature Authority DATE

Title DATE

Approved _____
Secretary of Transportation Cabinet DATE

Contractor

By: _____

Date

Section 16 - Availability and Use of Utility Services

The LPA, via coordination with Elkton Water & Sewer, shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the LPA or, where the utility is produced by the LPA, at reasonable rates determined by the LPA. The Contractor shall carefully conserve any utilities furnished without charge.

The Contractor, at its expense and in a workmanlike manner satisfactory to the LPA, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the LPA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

Section 17 - Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the LPA.

The Contractor shall protect from damage all existing improvements and utilities at or near the work site, and on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the LPA may have the necessary work performed and charge the cost to the Contractor.

Section 18 - Operations and Storage Areas

The Contractor shall confine all operations (including storage of materials) on LPA premises to areas authorized or approved by the LPA. The Contractor shall hold and save the LPA, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the LPA and shall be built with labor and materials furnished by the Contractor without expense to the LPA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the LPA, the buildings and utilities may be abandoned and need not be removed.

The Contractor shall, under regulations prescribed by the LPA, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the LPA. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or

regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

Section 19 - Use and Possession Prior to Completion

The LPA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the LPA shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the LPA intends to take possession of or use. However, failure of the LPA to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The LPA's possession or use shall not be deemed an acceptance of any work under the contract.

While the LPA has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the LPA's possession or use. If prior possession or use by the LPA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

Section 20 - Hold Harmless and Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the LPA, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the Contractor's (or the Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and not caused by the negligent act or omission or willful misconduct of the LPA or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Solicitation and any resulting Contract.

Section 21 - Insurance

The Contractor shall carry the following insurance in addition to the insurance required by law:

- Contractor's Comprehensive General Liability Insurance, not less than \$2,000,000 General Aggregate, \$2,000,000 Products and Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 per occurrence.
- Contractor's Automobile Liability, not less than \$1,000,000.
- Contractor's Employers Liability, \$100,000 – Each Accident Bodily Injury, \$500,000 – Policy Limit Bodily Injury by Disease, \$100,000 – Each Employee Bodily Injury by Disease.
- Contractor's Property Damages Liability Insurance. Not less than \$100,000 for all damages arising out of injury or destruction of property in any one accident. Not less than \$300,000 for all damages during the policy period.
- Contractor's Protective Public Liability and Property Damage Insurance. The contractor shall furnish evidence, with respect to operations performed for him by subcontractors that he carries in his own behalf for the above stipulated amounts.
- The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements: "policy contains no deductible clauses.",

“policy contains _____ (amount) deductible damage clause, but company will pay claim and collect the deductible from the insured.”

- 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.
- Unemployment Insurance
- **The Contractor shall name the LPA and the Engineer as "also insured" in all policies.**

Section 22 - Cleaning Up

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the LPA. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the LPA.

Section 23 - Recycle Requirements

Prospective Contractors are required to comply with Recycle Requirements for the purchase of goods, supplies, equipment, materials, and printing with a minimum recycled content to the extent practicable per 200 KAR 5:330. This regulation can be viewed at <http://www.lrc.state.ky.us/kar/200/005/330.htm>.

Section 24 - Buy America (23 CFR 635.410)

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. 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.

Section 25 - Construction Monitoring Plan/Inspection

All equipment, supplies, and services shall be subject to inspection to tests by the LPA prior to acceptance. In the event equipment, supplies, or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the LPA shall have the right to reject the items or services or require acceptable correction at the Contractor's expense. The Project will be inspected on a daily basis, and the consulting firm of McGhee Engineering, Inc. will be providing qualified personnel to perform the daily inspections with Chris Wilcutt, P.E. approving the inspection reports.

Quality Control-Quality Assurance

Concrete/Cement

Quality Control-Quality Assurance for concrete mixtures shall be provided by the LPA's Representative. Other sampling and testing of materials, as detailed in the project specifications, KYTC Standard Specifications, the KYTC Sampling Manual, and the KY Methods shall be coordinated between the Contractor and LPA's Representative as required. All materials used on the project shall meet the

appropriate requirements established herein and proper documentation and certifications are to be provided by the Contractor to the LPA for approval prior to use of said material on the project.

The Contractor shall furnish any required testing of concrete/cement materials. A certified Contractor's representative will collect the material samples and the samples shall then be sent to an independent KYTC certified laboratory facility for testing at the Contractor's expense. The independent lab's test results shall be read and approved by the consulting engineer as part of the engineering oversight. Payment for administering this testing will not be paid for directly but the cost is to be included in other items.

1. Test the first truck load for air content test, slump test, temperature, and prepare cylinders (set of 2 for 6x12's or a set of 3 for 4x8's).
2. If a satisfactory control is established, then test will be performed for each 100 cubic yards poured daily.
3. If the initial test does not fall within specified limits, the load shall be turned away and every subsequent load will be tested until production meets the specifications.
4. For every slump and air test performed, cylinders shall be cast on all batches.
5. For pours of 15 cubic yards and less, no test will be required unless concrete quality is questionable.

Sampling Methods: for all approved sampling methods see KYTC specifications:

Air Content: See KM 64-303

Slump Test: See KM 64-302

Sampling Fresh Concrete: See KM 64-301

Temperature: See KM 64-318

Cylinders: See KM 64-305

Asphalt

If applicable, all asphalt pavements shall meet the requirements of the KYTC Standard Specifications and the appropriate KY Methods. The Contractor is responsible for quality control of asphalt mixtures. Job mix formulas shall be submitted by the Contractor to the LPA's representative for approval prior to use of asphalt materials on the project.

Section 26 - Right-of-Way Certification

Right-of-Way Certification Follows



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
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ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
03-03214	Todd	12F0-FD52-110-10658-01D	TAP 4000 (123)

PROJECT DESCRIPTION
 New 4' & 5' sidewalks to close gaps in existing system along Goebel Ave . Also include a new bike lane; KY181 to KY102

No Additional Right of Way Required

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

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

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

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

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

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

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

Total Number of Parcels on Project	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	Chris Wilcutt, PE	Printed Name	Mike Russell
Signature		Signature	
Date	06/07/2022	Date	06/08/2022
Right of Way Director		FHWA	
Printed Name		Printed Name	
Signature		Signature	
Date		Date	

Section 27 – Utilities & Rail Certification Notes

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

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, the City of Elkton.

The City of Elkton maintains the right to remove or alter portions of this contract if a utility conflict occurs.

No guarantees are made regarding: the existence of utilities, the location of utilities, the utility companies in the project scope, or the potential for conflicts encountered during construction. Any location of utilities provided herein has been furnished by the facility owners, field inspection, and/or reviewing record drawings. The accuracy of the information provided is undetermined. It will be the contractor's responsibility to locate utilities before excavating. If necessary, the roadway contractor shall determine the exact location and elevation of utilities by hand digging to expose utilities before excavating in the area of a utility.

The contractor is advised to contact KY 811 one-call system; however, the contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call system. It may be necessary for the contractor to contact the Elkton Utility Superintendent to determine what utility companies have facilities in the project area. 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 utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

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

DISTRICT REVIEW	3-8-2022	<i>Ben Hunt</i>
	<small>Date</small>	<small>Signature</small>

UTILITY &/OR RAILROAD OWNER CONTACT LIST

The list provided below is to assist the contractor with contacting the known utility owners in the project vicinity. It is the contractor's responsibility to verify whether or not other utilities exist within the project limits.

1. Atmos Energy
1833 E. 9th Street
Hopkinsville, KY 42240
Contact: Timothy Owen
Phone: (270) 886-6354

2. AT&T
Hopkinsville District Office
801 Richard Street
Hopkinsville, KY 42240
Contact: Michael Forrest
Phone: (270) 889-9782

3. City of Elkton Water & Sewer
P.O. Box 578
Elkton, KY 42220
Contact: Chris Orr
Phone: (270) 265-5703

4. Pennyrile Rural Electric Co-op
204 S. Main Street, PO Box 519
Elkton, KY 42220
Contact: Joshua Johnson
Phone: (270) 584-5157

Section 28 - Traffic Management Plan

Contractor must provide and designate to the LPA a traffic control coordinator for this project.

Traffic Management Plan Follows this page.

Section 29 – Cargo Preference Act (CPA) – Use of United States-flag Vessels

Pursuant to Title 46CFR part 381, the Bidder/Contractor agrees to:

- 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.

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

County: Todd Item No.: 03-03214

Federal Project No.: 4000-122

Project Description:

Goebel Avenue Bike/Pedestrian Project

Roadway Classification: Urban Rural
 Local Collector Arterial Interstate

ADT (current) _____ AM Peak Current _____ PM Peak Current _____ % Trucks _____

Project Designation: Significant Other: BASIC

Traffic Control Plan Design:

Taper and Diversion Design Speeds 20 mph

Minimum Lane Width 11 ft Minimum Shoulder Width 2 ft

Minimum Bridge Width N/A

Minimum Radius 50 ft Maximum Grade 8%

Minimum Taper Length 50 ft Minimum Intersection Level of Service _____

Existing Traffic Queue Lengths _____ Projected Traffic Queue Lengths _____

Comments:

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN**

Item No. 03-03214

Discussion:

1) Public Information Plan			
a) Prepare with assistance from <input checked="" type="checkbox"/> KYTC or <input type="checkbox"/> _____			
b) Identify Trip Generators	N/A	f) Railroad Involvement	N/A
c) Identify Types of Road Users	N/A	g) Address Pedestrians, Bikes Mass Transit	N/A
d) Public Information Message	N/A	h) Address Timing, Frequency, Updates, Effectiveness of Plan	N/A
e) Public Information Strategies to be used	N/A	i) Police & Other Emergency Services	N/A

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN**

Item No. 03-03214

2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase I	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: Referenced	a) Address Drop Off Protection Criteria N/A
b) Detour Conditions N/A	b) Temporary Barrier Requirements N/A
c) Working Hour Restrictions N/A	c) Evaluation of Existing Guardrail Conditions N/A
d) Holiday or Special Event Work Restrictions N/A	d) Address Temporary Drainage N/A
e) Evaluation of Intersection LOS N/A	Uniformed Law Enforcement Officers N/A
f) Evaluation of Queue Lengths N/A	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives N/A	a) Method of Project Bidding N/A
h) Address Pedestrians, Bikes, Mass Transit N/A	b) Special Notes N/A
Work Vehicles and Equipment N/A	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN**

Item No. 03-03214

2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: Referenced	a) Address Drop Off Protection Criteria Referenced
b) Detour Conditions Referenced	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions Referenced	c) Evaluation of Existing Guardrail Conditions Referenced
d) Holiday or Special Event Work Restrictions Referenced	d) Address Temporary Drainage Referenced
e) Evaluation of Intersection LOS Referenced	Uniformed Law Enforcement Officers Referenced
f) Evaluation of Queue Lengths Referenced	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives Referenced	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit Referenced	b) Special Notes Referenced
Work Vehicles and Equipment Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	


**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN**

Item No. 03-03214


2) Temporary Traffic Control Plan (For Each Phase of Construction) Phase	
Exposure Control Measures	Positive Protection Measures
a) Is Road Closure Allowed Type: Referenced	a) Address Drop Off Protection Criteria Referenced
b) Detour Conditions Referenced	b) Temporary Barrier Requirements Referenced
c) Working Hour Restrictions Referenced	c) Evaluation of Existing Guardrail Conditions Referenced
d) Holiday or Special Event Work Restrictions Referenced	d) Address Temporary Drainage Referenced
e) Evaluation of Intersection LOS Referenced	Uniformed Law Enforcement Officers Referenced
f) Evaluation of Queue Lengths Referenced	Payment for Traffic Control*
g) Evaluation of User Costs and Incentives/Disincentives Referenced	a) Method of Project Bidding Referenced
h) Address Pedestrians, Bikes, Mass Transit Referenced	b) Special Notes Referenced
Work Vehicles and Equipment Referenced	*Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction
Comments:	

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAFFIC MANAGEMENT PLAN
Item No. 03-03214

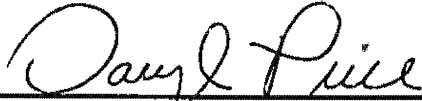
APPROVAL:



Project Manager 6/8/22
Date



Project Delivery and Preservation Manager 2/23/22
Date



Engineering Support Manager 2-23-22
Date

FHWA Representative Date

Revisions to the TMP require review/approval by the signatories.

TRAFFIC CONTROL PLAN

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the 2008 Standard Specifications and interim Supplemental Specifications, Standard and Sepia Drawings, and Special Notes and Special Provisions, current editions. Except for the roadway and traffic control bid items listed, The Department will measure and pay for all items of work necessary to maintain and control traffic at the lump sum bid price "Maintain and Control Traffic".

Contrary to Section 106.01, the Engineer will allow used traffic control devices, in like new condition, at the beginning of the work and maintained in like new condition until completion of the work.

Reduce the speed limit in the work zone to 15 MPH when lane closures are in place, when drop-offs greater than 4" are within 10 feet of traffic, or when workers are present within 10 feet of traffic. Remove or cover the reduced speed limit signs at all other times.

If requested by the Contractor and approved by the Engineer, establish zones for double fines for speeding violations when workers are present. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. Dual mount "WARNING FINE DOUBLED IN WORK ZONE" signs and "END DOUBLE FINE" signs. Remove or cover the double fine signs when workers are not present in the double fine zone for more than a two hour period of time. The Department will not measure furnishing, erecting, covering and uncovering, and maintaining double fine work zone signs requested by the Contractor for separate payment, but shall be incidental to Maintain and Control Traffic.

PROJECT PHASING & CONSTRUCTION PROCEDURES

At the discretion of the Engineer, days and hours may be specified when lane closures will not be allowed.

Maintain alternating one way traffic when the work in progress requires a lane closure. Provide a minimum clear lane width of 11 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

LANE & SHOULDER CLOSURES

The Engineer will permit lane closures to remain in place during nonworking hours only when drop-offs greater than 4 inches required by the actual work in progress would be within ten feet of traffic if the lane closure were not in place. If lane closures during non working hours are permitted, the Engineer will require the Contractor to perform work on the controlling item(s) at each site during all available daylight hours on every working day, Saturdays, Sundays, and holidays, until the drop-off requiring the lane closure during nonworking hours can be removed. Unless permitted by the Engineer when drop-offs greater than 4 inches within 10 feet of traffic are required by the actual work in progress, do not leave lane closures in place during non-working hours.

Two weeks prior to beginning work, provide the Engineer a proposed schedule of lane closures for approval. The Department will provide public notification.

The Engineer will allow shoulder closures during non-working hours; however do not park equipment or store materials on a closed shoulder during non-working hours.

Take these restrictions into account when preparing bid. The Department will not consider any claims for money or allow time extensions for any delays to the Contractor as a result of these restrictions.

SIGNS

Relocate and reset or cover existing permanent signs as required by the work. Obtain the Engineer's approval before removing or covering an existing sign. The Department will not measure relocating and resetting or covering existing permanent signs, but shall be incidental to Maintain and Control Traffic.

Contrary to section 112.04.02, the Department will only measure long term traffic control signs (signs intended to be continuously in place for more than 3 days) for payment; the Department will not measure short term signs (signs intended to be left in place for 3 days or less) for payment but shall be incidental to Maintain and Control Traffic.

Contrary to Section 112.04.02, The Department will measure individual traffic control signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity. Retain possession of the signs upon completion of the work.

During and/or upon completion of construction, the Department will erect any additional permanent signing deemed necessary by the Engineer. The Engineer will coordinate the Department's operations with the Contractor's work.

BARRICADES

Barricades used in lieu of barrels and cones for channelization or delineation will be incidental to Maintain and Control Traffic according to Section 112.04.01. Barricades used to protect pavement removal areas, drop-offs greater than 4 inches, and culvert extensions will be bid as each according to Section 112.04.04. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. Individual barricades will be measured only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. Replacements for barricades directed by the Engineer to be replaced due to damage, poor condition, or reflectivity will not be measured for payment. Retain possession of barricades after construction is complete

CHANGEABLE MESSAGE SIGNS

If deemed necessary by the Engineer, the Department will furnish, operate, and maintain changeable message signs in advance of and within the project at locations determined by the Engineer.

TRAFFIC COORDINATOR

In addition to the requirements of Section 112.03.12(B), during any period when a lane closure is in place, the Project Traffic Coordinator shall arrange for qualified personnel to be present on the project at all times to inspect the traffic control and to maintain the signing and devices. Provide the project personnel with access on the project to a radio or telephone to be used in case of emergencies or accidents.

TEMPORARY ENTRANCES

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

Maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

The Department will measure for payment crushed stone required for constructing and maintaining any temporary entrances necessary to provide temporary access; however, no direct payment will be allowed for temporary entrance pipe, excavation and/or embankment, or any other incidentals.

COORDINATION OF WORK

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

PAVEMENT MARKINGS

The Department does not anticipate replacement of pavement markings will be required. If the Contractors operations damage or obliterate the existing pavement markings, place temporary and permanent striping according to Sections 112 and 713 at no additional cost to the Department.

PAVEMENT EDGE DROP-OFFS

Treat pavement edges and drop-offs that traffic is not expected to cross, except accidentally, as follows:

Less than 2" – No protection required.

2" to 4" – Place plastic drums, vertical panels, or barricades at 50 foot spacing. During daylight working hours only, the Engineer will allow use of cones in place of plastic drums, panels, and barricades. Wedge with crushed stone with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

4 inches and greater – Protect with a lane or shoulder closure using plastic drums, vertical panels, or barricades at 25 foot spacing. The Engineer will not allow or permit use of cones for lane or shoulder closures for drop-offs 4 inches or greater. Place Type III Barricades facing oncoming traffic in both directions at each drop off. Do not maintain traffic less than 6 feet from the drop off. If lane closures during non working hours are permitted as specified above, provide flaggers at all times and perform work on the controlling item(s) at each site during all available daylight hours on every working day, Saturdays, Sundays, and holidays, until the drop-off requiring the lane closure during nonworking hours can be removed.

PART 2 - Specifications

Section 1 - Description

This project is for widening of the roadway plus placement of new sidewalks along a portion of Goebel Avenue with the addition of bike lane striping and applicable drainage improvements. This project shall include all labor, materials, equipment, and incidentals necessary to complete the work, including clean-up and disposal of all materials. The contractor who is awarded the bid will be responsible for ensuring these measures are met.

Section 2 - Quality Assurance

All contractors and sub-contractors must be prequalified by KYTC. At all times during performance of any contract for the Project completion, and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the LPA and has authority to act for the Contractor.

This project will follow the Kentucky Transportation Standard Specifications for Road and Bridge Construction, current edition.

Section 3 - Permits and Responsibilities

The Contractor shall, without additional expense to the LPA, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occurs as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

Section 4 - Exceptions to Specifications

Contractor may not make any unauthorized additions, conditional or alternate bids or irregularities of any kind.

Section 5 - Patented or Proprietary Materials

Not applicable to the current project.

Section 6 - Warranty

The Contractor warrants to the LPA that materials and equipment furnished by the Contractor under contract will be new and of good quality unless otherwise required or permitted by the Contract Documents, that the work will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of this Solicitation.

The Contractor's obligation to perform and complete the work in accordance with this Solicitation shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract, or a release of the Contractor's obligation to perform the work in accordance with the Contract: observations by the Project Manager, payment by the LPA, use or occupancy of any part of the work by the LPA, any inspection, test or approval by others; or any correction of defective work by the LPA.

Failure on the part of the LPA to insist on strict performance by the Contractor of any provision of the Contract is not a waiver of the LPA's rights and/or remedies, nor shall it relieve the Contractor from performing any subsequent obligations strictly in accordance with the terms of the Contract.

All work shall be warranted for two (2) years from the date of final completion unless specified otherwise. Paved surfaces and restoration of structures will be warranted for five (5) years.

Should any defect in materials or workmanship, excluding extraordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace same at no cost to the LPA immediately upon written notice from the LPA. The Contractor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, such as misuse or neglect by the LPA, acts of God, fires, floods and hurricanes. Warranty papers shall accompany equipment.

Section 7 – Erosion & Sediment Control

The Contractor shall do all Work and take all measures necessary to control soil erosion resulting from construction operations, shall prevent the flow of sediment from the construction site, and shall contain construction materials (including excavation and backfill) within his protected working area so as to prevent damage to any adjacent wetland and/or water courses.

The Contractor shall not employ any construction method that violates a rule, regulation, guideline or procedure established by Federal, State or local agencies having jurisdiction over the environmental effects of construction.

Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage and other harmful waste shall not be discharged into or alongside of any body of water or into natural or man-made channels leading thereto.

Section 8 - Specifications

The Technical Specifications used for this project shall be the Kentucky Transportation Cabinet's 2012 Standard Specifications for Road and Bridge Construction, current edition.

PART 3 - Employment, Wage & Record Requirements

Section 1 - Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." (42 U.S.C. Section 2000d). The Civil Rights Act of 1964 shall be followed in the administration of this project.

Section 2 - FHWA 1273, Section VI

The requirements of Paragraph VI (Record of Materials, Supplies, and Labor) of FHWA 1273 does not apply to projects with a total cost of less than \$1,000,000.00.

Section 3 - Executive Branch Code of Ethics

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months 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, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

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

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

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

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

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them. In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Section 4 - Public Works Act

Not Applicable.

Section 5 - Kentucky Equal Employment Opportunity Act of 1978

The requirements of the Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560- 45.640) shall apply to this Contract. **The apparent low Bidder will be required to submit EEO forms to the Finance and Administration Cabinet for review and approval.** No award will become effective until all forms are submitted and EEO/CC has certified compliance. The required EEO forms are as follows:

- EEO-1: Employer Information Report
- Affidavit of Intent to Comply
- Employee Data Sheet
- Subcontractor Report

These forms are available on the Finance and Administration's web page under ***Contractor Information, Standard Attachments and General Terms*** at the following address:

<https://www.eProcurement.ky.gov>

Bidders currently certified as being in compliance by the Finance and Administration Cabinet may submit a copy of their approval letter in lieu of the referenced EEO forms.

For questions or assistance please contact the Finance and Administration Cabinet by email at

finance.contractcompliance@ky.gov or by phone at 502-564-2874.

Section 6 - Nondiscrimination of Employees

Employment Requirements Follows

**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

Section 7 - Notice of Requirement for Affirmative Action

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
12.0%	6.9%

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

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

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

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

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

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.
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.

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

Section 8 - Davis-Bacon Prevailing Wage Rates

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 an 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.

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 following:

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

Federal Wage Rates Follows

Superseded General Decision Number: KY20210040

State: Kentucky

Construction Type: Highway

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

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

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

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:	. Executive Order 14026 generally applies to the contract. . 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.
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:	. Executive Order 13658 generally applies to the contract. . 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.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/18/2022
4	02/25/2022
5	05/06/2022
6	06/10/2022
7	07/01/2022

BRIN0004-002 06/01/2021

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

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

BRTN0004-005 06/01/2021

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

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

CARP0357-002 04/01/2022

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

ELEC0369-006 05/31/2021

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

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

ELEC0429-001 01/01/2020		

ALLEN & SIMPSON COUNTIES:

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

* ELEC0816-002 06/01/2022		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 35.11 22%+1.5%+3%+7.35	

Cable spicers receive \$.25 per hour additional.		

ELEC1701-003 06/01/2021		

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

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

Cable spicers receive \$.25 per hour additional.		

ELEC1925-002 01/01/2022		

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

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

ENGI0181-017 07/01/2021		

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

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;

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

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

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

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

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

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

IRON0070-005 06/01/2022

BUTLER COUNTY (Eastern eighth, including the Townships of

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

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

 IRON0103-004 08/01/2021

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

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

 IRON0492-003 05/01/2021

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

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

 IRON0782-006 08/01/2021

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

CALDWELL COUNTY (Southwestern two-thirds, including the Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown, Dulaney, Farmersville, Fredonia, McGowan, Otter Pond & Princeton);

CHRISTIAN COUNTY (Western third, Excluding the Townships of Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky, Herndon, Hopkinsville, Howell, Masonville, Pembroke & Thompsonville);

CRITTENDEN COUNTY (Southwestern half, including the Townships of Crayne, Dycusburg, Frances, Marion, Mexico, Midway, Sheridan & Told)

Rates Fringes

Ironworkers:

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

LAB00189-005 07/01/2021

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

Rates Fringes

Laborers:

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

LABORER CLASSIFICATIONS

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

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

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

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

 LABO0189-006 07/01/2021

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

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

LABORER CLASSIFICATIONS

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

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

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

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

 LAB00561-001 07/01/2021

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

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

LABORER CLASSIFICATIONS

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

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

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

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

 PAIN0032-002 09/01/2020

BALLARD COUNTY

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

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

PAIN0118-003 06/01/2014

EDMONSON COUNTY:

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

PAIN0156-006 04/01/2022

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

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

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

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

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

PAIN0500-002 06/01/2020

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCrackEN

& TRIGG COUNTIES:

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

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

 PLUM0184-002 07/01/2021

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

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

 PLUM0502-004 08/01/2021

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.07	20.78

 PLUM0633-002 07/01/2021

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.17	19.30

 TEAM0089-003 04/01/2020

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

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

GROUP 1 - Greaser; Tire Changer

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

GROUP 3 - Mixer All Types

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

TEAM0215-003 04/01/2020

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

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

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

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

TEAM0236-001 04/01/2020

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

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

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

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

used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

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

GROUP 5: Mixer All Types

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)).

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.

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END OF GENERAL DECISIO"

Section 9 - Disadvantage Business Enterprise (DBE)

A contract provision goal of 5 percent (5.0%) of the contract bid process has been established as the minimum amount for contracting to disadvantages enterprises.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

The 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 contracts. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federally assisted highway construction projects. The contractor will include this provision in all its subcontracts and supply agreements pertaining to contracts with the 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 LPA 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 READ PUBLICLY. 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.”

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

SECOND TIER SUBCONTRACTS

Second tier subcontracts on federally assisted projects shall be permitted. However, in the case of Disadvantaged Business Enterprise (DBE), second tier subcontracts will only be permitted there the other subcontractor is also a DBE. All second tier subcontracts shall have the consent of both the Contractor and the LPA.

DBE PARTICIPATION PLAN

All bidders are encouraged to submit their DBE Plan/Subcontract Request with their bid on the official form. Lowest responsive bidders whose bid packages include DBE Plan/Subcontract Request may be awarded the contract at the next Awards Committee meeting provided that the DBE goal is met. The DBE Plan/Subcontract Request 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.

The apparent low bidder who does not submit a **DBE Plan/Subcontract Request** with the bid shall submit it within 5 calendar days after receipt of notification that they are the apparent low bidder. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Participation Plan.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the 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.

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:

- Whether the bidder attended any pre-bid meetings that were scheduled by the LPA to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- 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;
- 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;
- 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;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 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;

- 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;
- 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;
- 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
- Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

The request for reconsideration will be heard by the **City of Elkton, Kentucky**. 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 KYTC or to the United States Department of Transportation.

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

Failure by the prime contractor to fulfill the DBE requirements of a project under contract or to demonstrate good faith efforts to meet the goal constitutes a breach of contract. When this occurs, the 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 highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to submit certified reports on monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal.

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

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

<http://transportation.ky.gov/construction/forms/DBEcheck.xls>

Photocopied payments and completed form to be submitted to the LPA, who will forward them to:
Office of Civil Rights and Small Business Development
6th Floor West
200 Mero Street
Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

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

DBE Forms Follows

**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:

_____ of _____
DBE Employer Identification Numbers: Federal _____ KY _____
The amount to be subcontracted by this request is DBE _____ or _____ Contract _____ or _____ of the
(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
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KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
DIVISION OF CONSTRUCTION PROCUREMENT
DBE Plan/SUBCONTRACT REQUEST

Contract ID (ContID) _____ 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 "worth" Unit Price should be for Bid Unit Price for work to be performed by Sub Contractor. If partial work item ie "laying only" then use agreed to price for Contract "worth" Unit Price. DBE Unit price should be for the agreed upon price for item or portion of item of contract work.

The Items to be subcontracted are as follows:

Supplier 60% Y/N	Project Control (PCN) Number	Category Number	Project Line Number	Description	Unit	Contract Quantity	Contract "Worth" Unit Price	Dollar Amount based on Contract Price	DBE Quantity	DBE Unit Price	Dollar Amount based on DBE Price
									-		
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Page Total											

Comments:

Section 10 - FHWA 1273

Required Contract Provisions Follows

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART 4 - Response Forms

Section 1 - 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, current edition, 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 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)

_____, _____
(Signature) (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.

Section 2 - Proposal or Bid Bond

Bid Bond Follows

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address):*

SURETY *(Name and Address of Principal Place of Business):*

OWNER *(Name and Address):*

**City of Elkton
71 Public Square; PO Box 578
Elkton, KY 42220**

BID

Bid Due Date:
Description *(Project Name and Include Location):*

BOND

Bond Number:
Date *(Not earlier than Bid due date):*
Penal sum _____ \$ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER _____ (Seal) **SURETY** _____ (Seal)

Bidder's Name and Corporate Seal Surety's Name and Corporate Seal

By: _____ By: _____
Signature Signature (Attach Power of Attorney)

_____ _____
Print Name Print Name

_____ _____
Title Title

Attest: _____ Attest: _____
Signature Signature

_____ _____
Title Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Section 3 - Bidder Information Sheet

BID FORM

Project Identification: City of Elkton, Kentucky
Goebel Avenue Bike/Pedestrian Project

Contract Identification: Contract No. 1

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is Submitted to: City of Elkton
71 Public Square
Elkton, Kentucky 42220

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports, if any, of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will compete the Work in accordance with the Contract Documents for the following prices:

Base Bid Area: West Main Street (Station 1+50 to 17+28)					
Item #	Item	Quantity	Units	Unit Price	Total Price
001	DGA Base	640	Ton	\$ _____	\$ _____
002	Crushed Aggregate Base Size No. 57	70	TON	\$ _____	\$ _____
003	Asphalt Base Class 2 – 1.00D PG 64-22 per KYTC Standards, in place, complete and ready for use.	420	TON	\$ _____	\$ _____
004	Asphalt Surface Class 2 – 0.38B PG 64-22 per KYTC Standards, in place, complete and ready for use.	300	TON	\$ _____	\$ _____
005	Cem. Concrete Entry Pavement: 8-inch	91.4	SQYD	\$ _____	\$ _____
006	Sidewalk: 4-inch Concrete	703.5	SQYD	\$ _____	\$ _____
007	Removal & Discarding of existing driveway pavements where required for new sidewalk surface.	58.0	SQYD	\$ _____	\$ _____
008	Detectable Warning Pads	14	SF	\$ _____	\$ _____
009	Seeding & Protection	115	SQYD	\$ _____	\$ _____
010	Sodding & Protection	585	SQYD	\$ _____	\$ _____
011	Storm Sewer Culvert Pipe Replacement: 15" CMP (Circular)	30	LF	\$ _____	\$ _____
012	Concrete Pipe Culvert Headwall: 15" Poured in Place similar to RDH-005-02.	2	EA	\$ _____	\$ _____
013	Shoulder Milling & Trenching per KYTC Standards, complete and ready for use.	1,215	SQYD	\$ _____	\$ _____
014	Edge Key per KYTC Standards in place, complete and ready for use.	4,100	LF	\$ _____	\$ _____

015	Signs (Bike Lane – Permanent)	18	SQFT	\$ _____	\$ _____
016	Pavement Marking – Bike Lane Symbol per KYTC Standards, in place, complete and ready for use.	8	EA	\$ _____	\$ _____
017	Adjust Manhole Frame to Grade	7	EA	\$ _____	\$ _____
018	Maintain & Control Traffic	1	LS	\$ _____	\$ _____
019	Staking	1	LS	\$ _____	\$ _____
020	Demobilization (<i>min of 3.5% base bids</i>)	1	LS	\$ _____	\$ _____

TOTAL AMOUNT OF BASE BID

\$ _____

5.02 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.03 SUPPLEMENTAL UNIT PRICES: The following Supplemental Unit Prices will apply in the event that additions to the work are required and ordered. A single price shall be bid for each item. OWNER reserves the right to accept or reject these prices by inclusion in or omission from the Contract Documents to be executed after the award of the Contract.

Item	Type of Work	Unit	Supplemental Unit Price		
			(Words)		(Numbers)
1.	Relocate/Reinstall Mailbox w/ Anchor	EA	_____	Dollars	\$ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete within the number of calendar days, indicated in these Bidding Documents.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Time.

ARTICLE 7 – RETAINAGE

7.01 Retainage is not permitted on this project.

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

Submitted by:

_____	_____
Signature	Business
_____	_____
Printed or Typed Name	Bidder's Business Address
_____	_____
Title	City, State, Zip Code
_____	_____
Employer's Tax ID No.	Business Phone No. Business Fax No.
_____	_____
Business Email Address	Cell Phone No. Other Contact No.

7.02 Bid submitted on _____, 2022.

Seal below (if required)

Section 4 - DBE Sub-Contractors Bidders List

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

Federal Project No. 4000-123

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 quote/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 or Anita Hall at (502)564-3601.

Section 5 - Provisions Relative to KRS 45A.485

During the performance of the contract, the contractor agrees to comply with applicable provisions of:

1. KRS 136 Corporation and Utility Tax
2. KRS 139 Sales and Use Taxes
3. KRS 141 Income Taxes
4. KRS 337 Wages and Hours
5. KRS 338 Occupational Safety and Health of Employees
6. KRS 341 Unemployment Compensation
7. KRS 342 Workers Compensation

Any final determinations of a violation by the contractor within the previous five (5) years pursuant to the applicable statutes above are revealed as follows:

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

_____, _____
(Signature) (Date)

_____, _____
(Printed Name of Authorized Agent) (Title)

Section 6 - Statement of Incomplete Work

Contracts executed through the KYTC Division of Construction Procurement do not need to be reported.

All other active prime contracts must be reported. This includes prime contracts with the KYTC Division of Purchases and any other public and private owners. If involved in any joint-ventures, the names of all joint ventures must be shown when reporting these contracts.

Contract With	Project Identification	Prime Contract Amount	Earnings Through Last Estimate	Total Amount

Section 7 – Annual Required Affidavit for Bidders

Each bidder or offeror shall submit the required affidavit that follows

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: _____

Section 8 - Non Collusion Certification

LPA Name: City of Elkton, Kentucky

Federal Project No. 4000-123

I, _____,

(Name of officer signing certification)

(Title)

under penalty of 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.

By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

(Signature)

(Title)

Section 9 - Certification of Organizations

REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

LPA Name: City of Elkton, Kentucky

Federal Project No. 4000-123

I, _____, _____
(Name of Authorized Agent) (Title)

under penalty of 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)

and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. 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 three years.

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

Exceptions:

(Signature) (Title)

Section 10 - 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 they participated in previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and filed with the Joint Reporting committee, the Director of the Office of Federal Contract Employment Opportunity, all reports due under the applicable filing requirements.

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

_____, _____
(Signature) (Date)

_____, _____
(Printed Name of Authorized Agent) (Title)

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 are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by their 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 the Federal Contract Compliance, U.S. Department of Labor.

Section 11 - 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:

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.

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 sub-recipients shall certify and disclose accordingly.

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

(Signature) , (Date)

(Printed Name of Authorized Agent) (Title)

Section 12 - Disclosure of Lobbying Activities

Disclosure Form Follows

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONSTRUCTION PLANS

for the

Goebel Avenue Bicycle Lane & Sidewalk Project

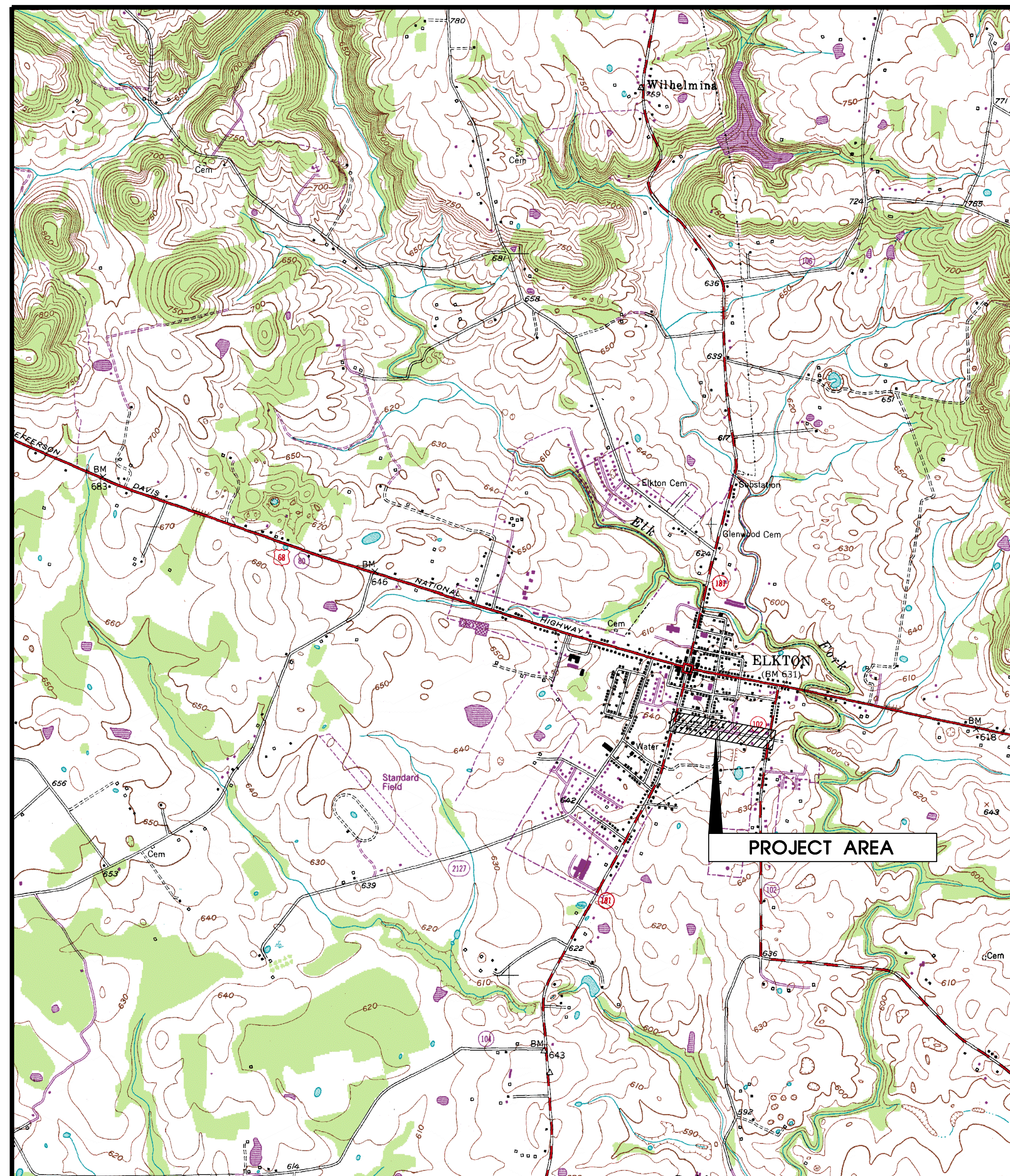
KYTC Project 03-03214

on behalf of the

CITY OF ELKTON

Todd County, Kentucky

VICINITY MAP



SHEET INDEX

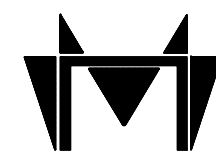
Mayor & City Council

Arthur Green
Frank McReynolds
Michael Case
David Powell
Doug Gibson
George Orr
Danny Laster

Mayor
Councilman
Councilman
Councilman
Councilman
Councilman
Councilman

Elkton, Kentucky
P.O. Box 578 - 71 Public Square
Elkton, Kentucky 42220
(270) 265-9877

Engineer



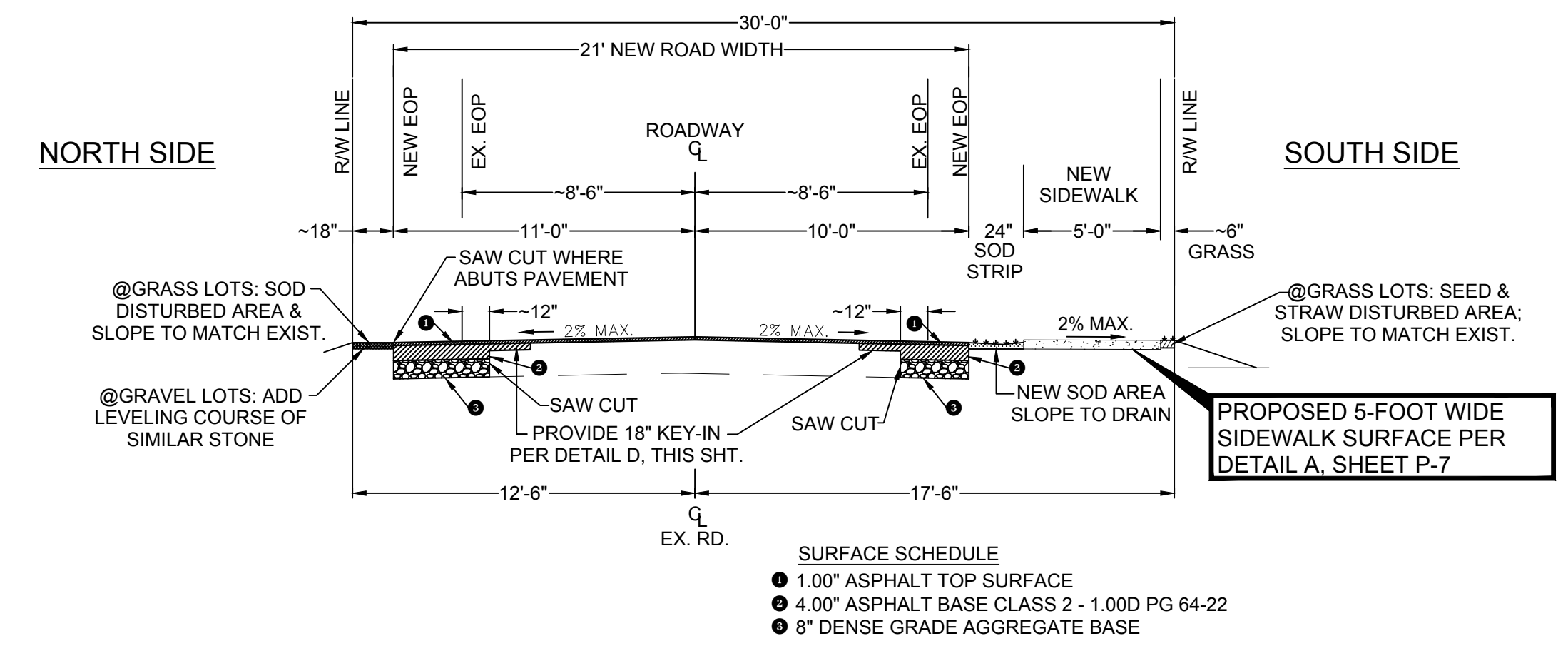
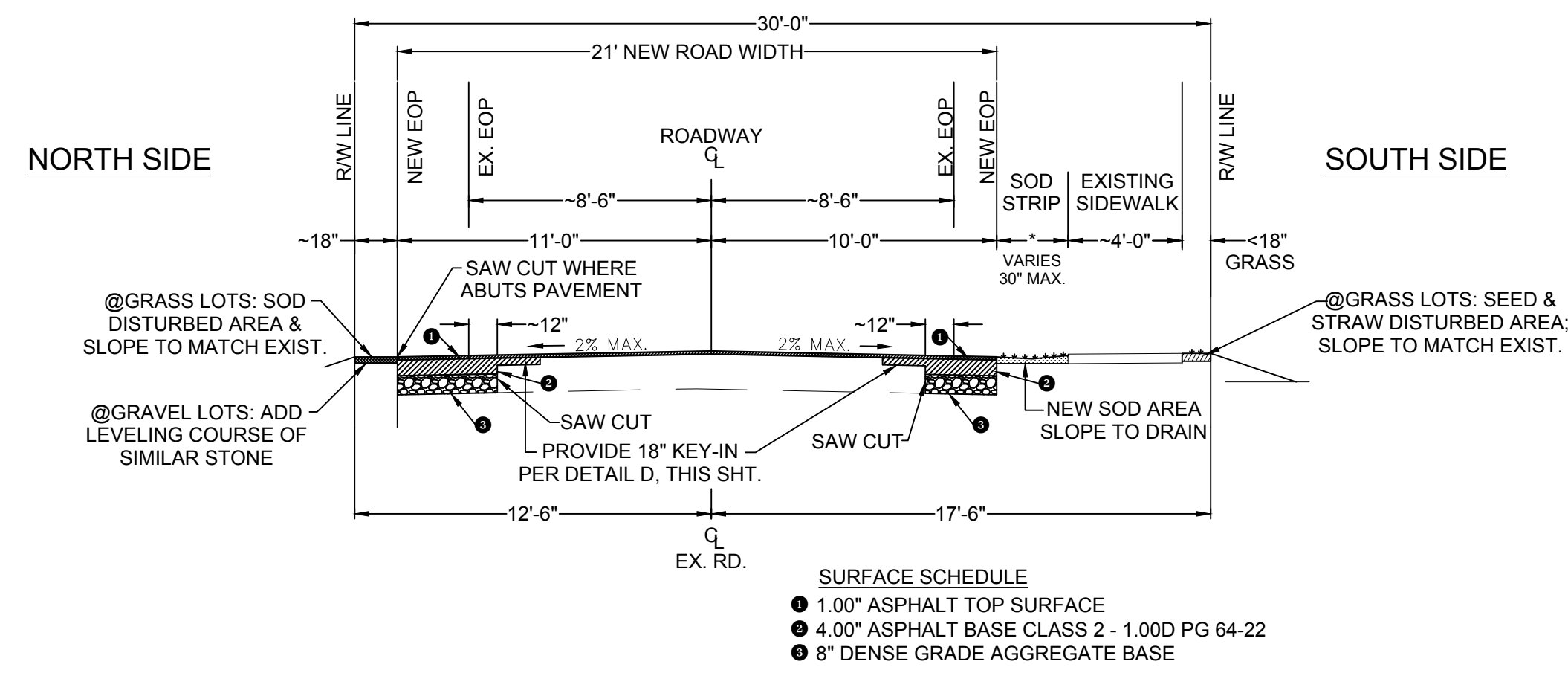
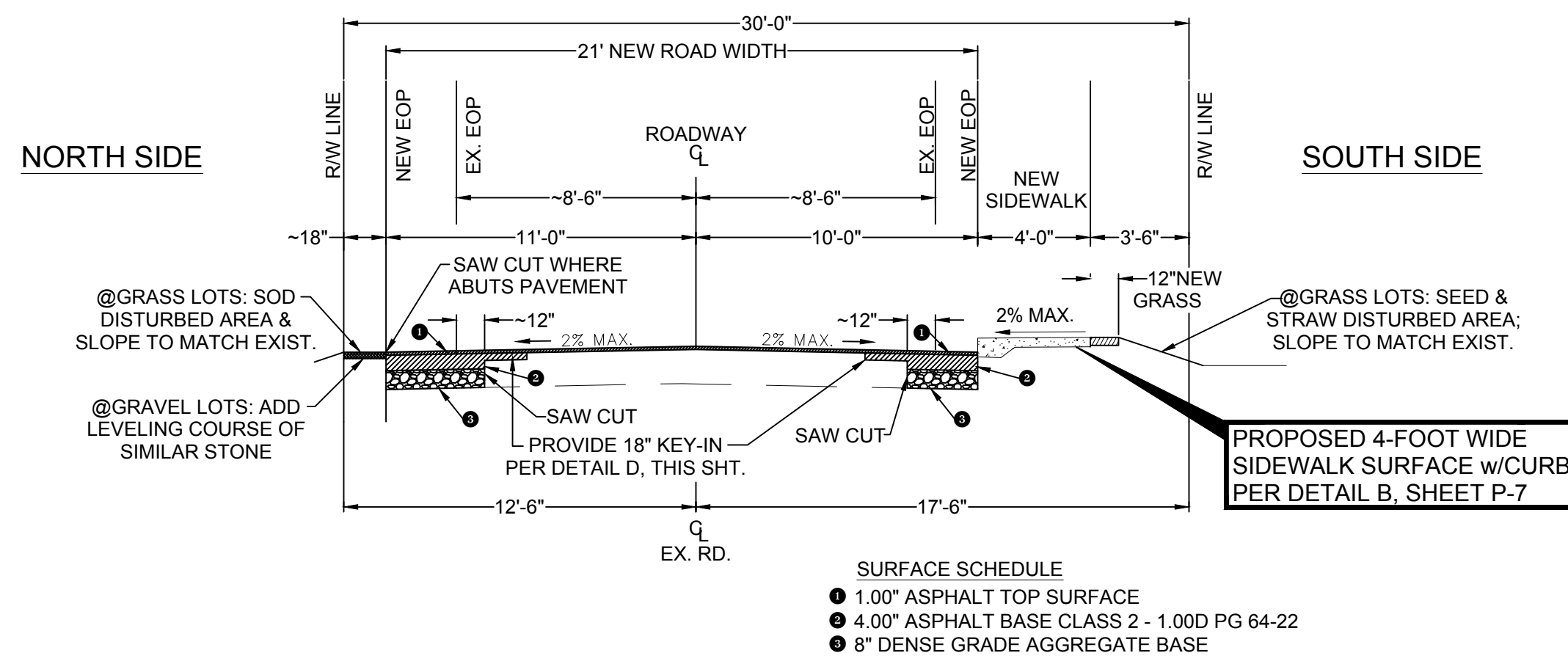
McGhee Engineering, Inc.
202 Ewing St, Box 267
Guthrie, Kentucky 42234
(270) 483-9985

No	Revision	Date	By
1	FOR CONSTRUCTION	06-01-22	CWW
2	FOR KYTC REVIEW	12-01-21	CWW

REVISIONS

DECEMBER 2021

- T-1 Title Sheet
- P-1 General Notes & Quantities
- P-2 Typical Road & Sidewalk Sections
- P-3 General Notes & Existing Utility Locations
- P-4 Right of Way Summary
- P-5 New Sidewalk & Road Widening Layout
- P-6 Storm Sewer Improvement X-section (Station 14+33)
- P-7 KYTC Standard Drawings
- P-8 KYTC Standard Drawings
- P-9 KYTC Standard Drawings
- P-10 KYTC Standard Drawings

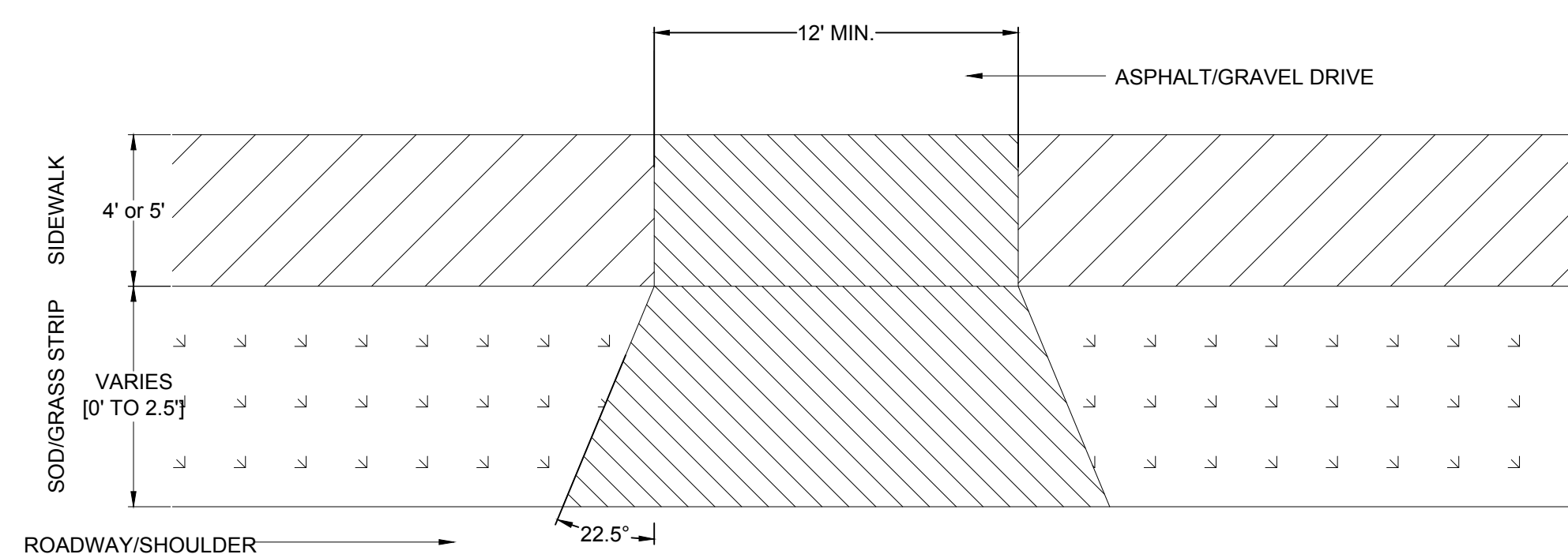
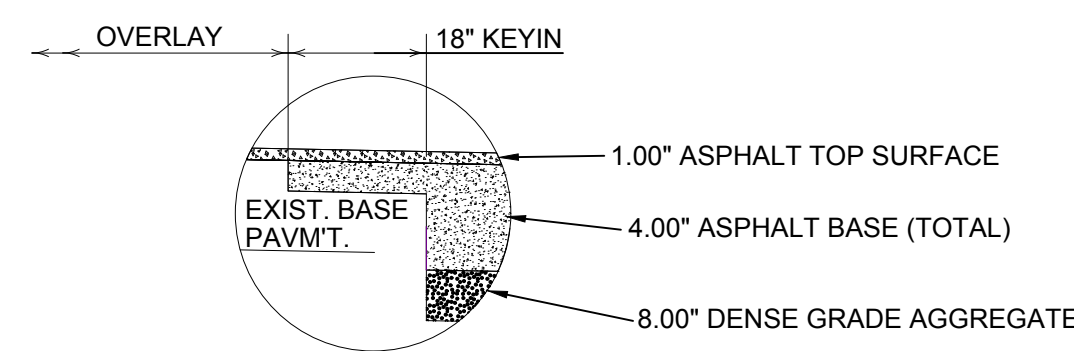


NOTES
 1. ON THE RIGHT/SOUTH SIDE OF ROADWAY, SOD STRIP WIDTH & GRASS STRIP WIDTH WILL VARY DUE TO EXISTING POLE PLACEMENTS.

STATION: ~0+32 TO ~2+50
 TYPICAL SECTION—GOEBEL AVENUE **A**
 NOT TO SCALE P2

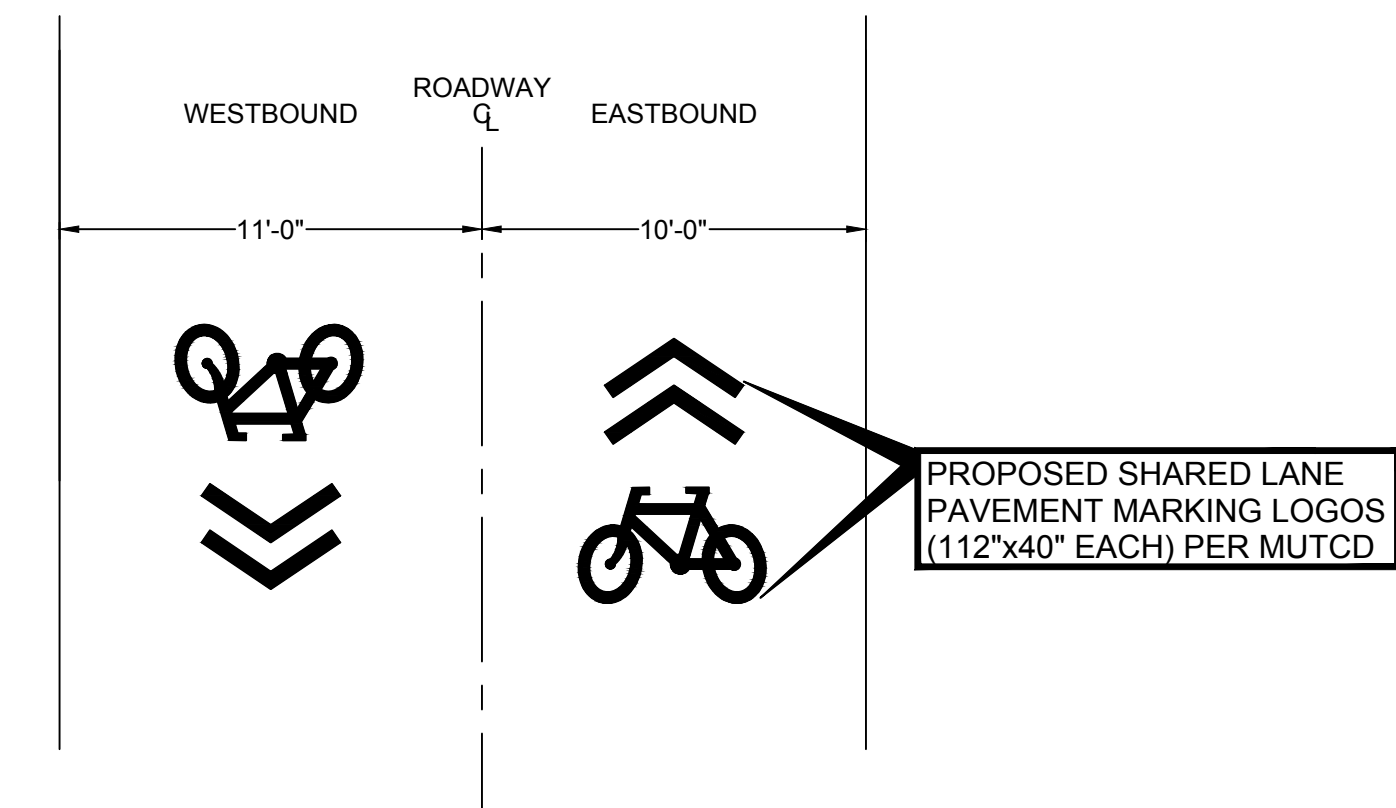
STATION: ~2+50 TO ~7+55
 TYPICAL SECTION—GOEBEL AVENUE **B**
 NOT TO SCALE P2

STATION: ~7+55 TO ~19+72
 TYPICAL SECTION—GOEBEL AVENUE **C**
 NOT TO SCALE P2



NOTES
 1. ALL PRIVATE GRAVEL DRIVE SURFACES CROSSED SHALL BE REPLACED WITH 8" CONCRETE SURFACE & 4" DGA BASE.

PRIVATE/BUSINESSES: Goebel Avenue (4' Sidewalk)
 TYPICAL ENTRANCE **E**
 NOT TO SCALE P2



SHARROW BIKE LANE
 TYPICAL LAYOUT—GOEBEL AVENUE **F**
 NOT TO SCALE P2

PROPOSED PERMANENT SIGNAGE REQUIREMENTS & NOTES:

1. ALL NEW, PERMANENT SIGNS SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) MANUAL, LATEST EDITION.

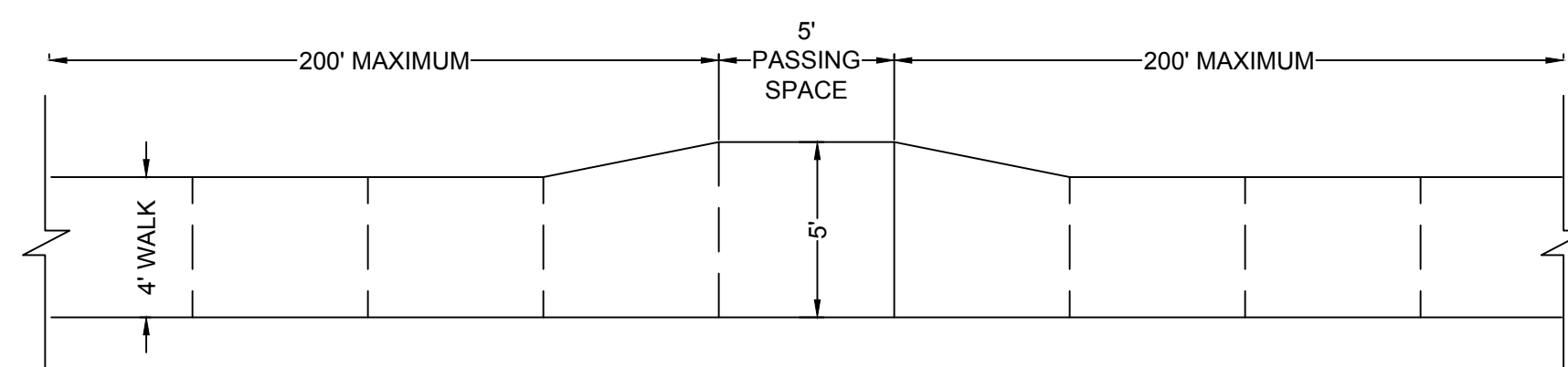


W11-1 {YELLOW}
 24"x24"
 (TWO REQUIRED)



W16-1P {YELLOW}
 24"x30"
 (TWO REQUIRED)

2. THE CONTRACTOR SHALL INSTALL THE SPECIFIED SIGNS IN LOCATIONS AS SPECIFIED ON PLAN SHEET P-5.



NOTES
 1. WHERE THE CLEAR WIDTH OF THE PEDESTRIAN ACCESS ROUTE IS LESS THAN 5', A PASSING SPACE MEASURING 5'x5' MINIMUM SHALL BE PROVIDED EVERY 200'.
 2. CURB RAMP TURNING SPACES, DRIVEWAYS, APPROACHES, OR ANY PART OF THE PEDESTRIAN ACCESS ROUTE MAY BE USED AS THE PASSING SPACE IF IT MEETS THE DIMENSIONING AND SLOPE REQUIREMENTS.

SIDEWALK PASSING SPACE DETAIL **G**
 NOT TO SCALE P2



City of Elkton
 GOEBEL AVENUE BICYCLE LANE &
 SIDEWALK PROJECT

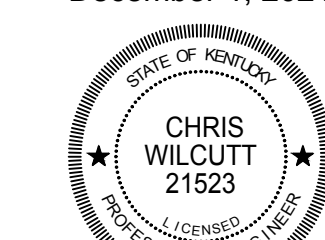
Typical Road & Sidewalk Sections

FIRM: McGhee Engineering
 DES BY: CWW CHK BY: KW
 DWN BY: CWW APP BY:
 SCALE: AS SHOWN
 PROJECT DATE: 2021

LENGTH OF BAR IS 1" ON ORIGINAL DRAWING

NO.	REVISIONS	DATE:
1	FOR CONSTRUCTION	06-01-22
2	REV. ASPHALT PAVING DEPTH	04-29-22
3	REVISED SIDEWALK WIDTH	02-16-22
4	FOR KYTC REVIEW	12-01-21

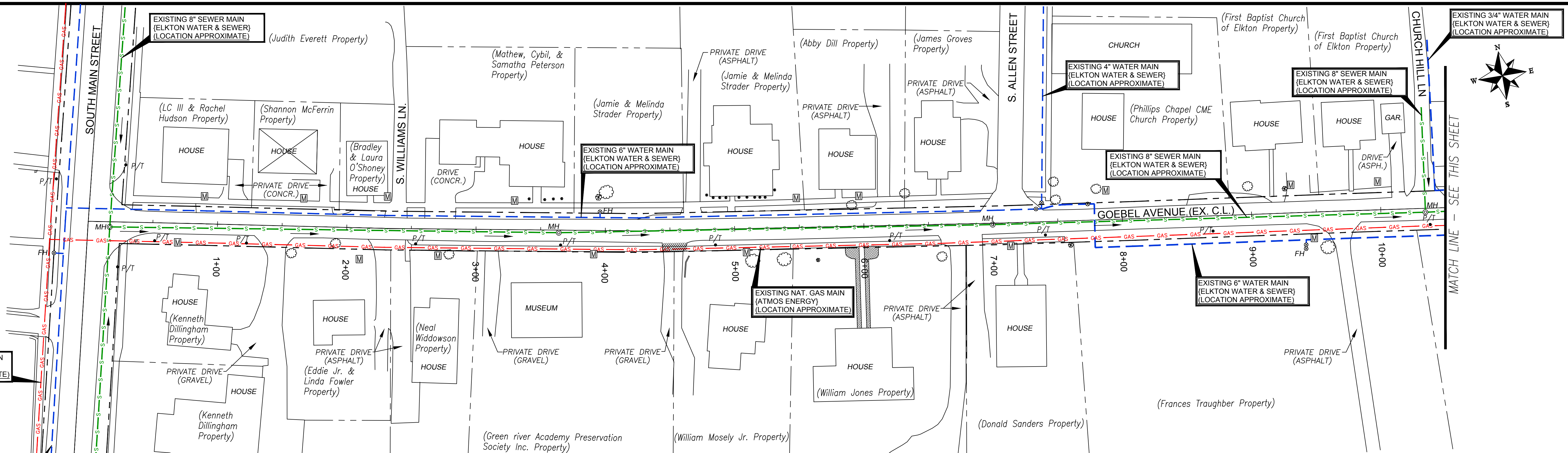
December 1, 2021



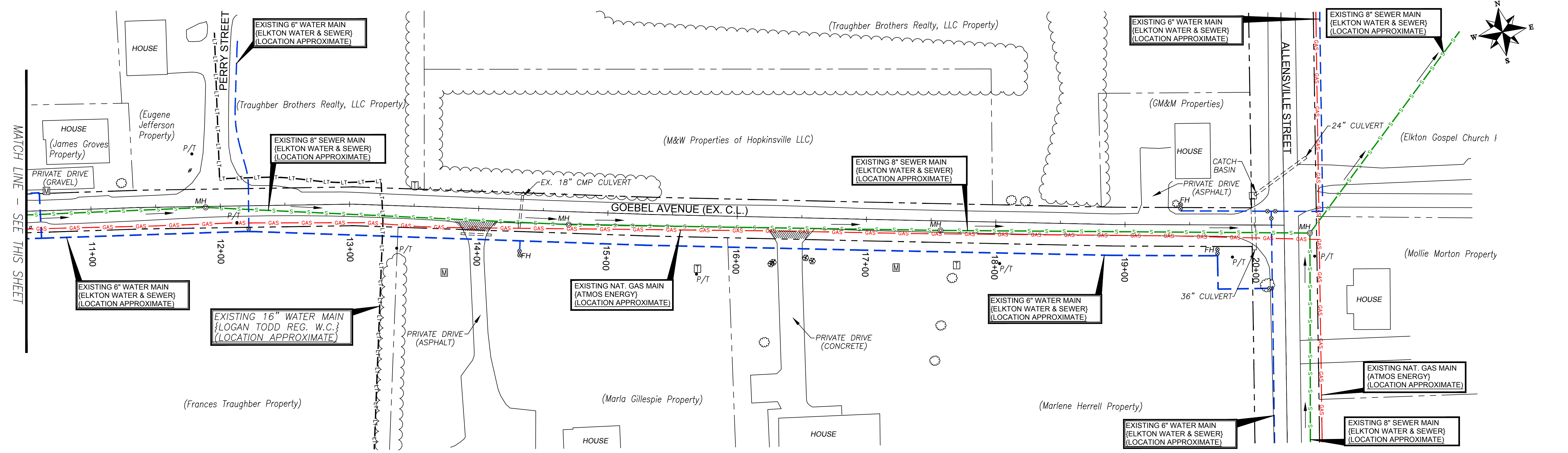
Chris Wilcutt

DRAWING NO.

SHEET P-2



GOEBEL AVENUE LAYOUT: ROADWAY STATION 0+00 TO 10+50



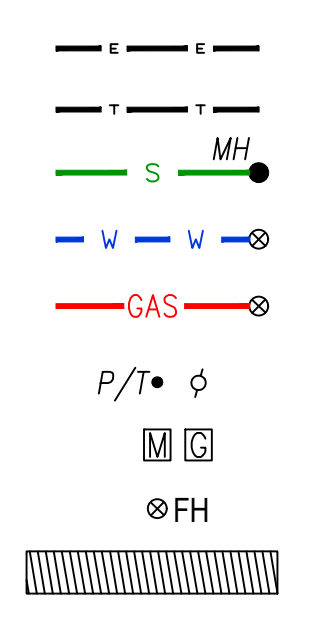
GOEBEL AVENUE LAYOUT: ROADWAY STATION 10+50 TO 20+23

UTILITY CONTACTS

- Ky. Underground Protection (800) 752-6007
- AT&T/Bellsouth Repair (877) 737-2478
- Pennyrile Rural Electric Coop. (270) 265-2545
- Mediacom Cable (800) 444-5353
- Atmos Energy (270) 772-2816
- City of Elkton (270) 265-9877

LEGEND

- EXISTING UNDERGROUND ELEC/CONDUIT
- EXISTING UNDERGROUND PHONE/CONDUIT
- EXISTING SEWER LINE (& MANHOLE)
- EXISTING WATER LINE (& VALVE)
- EXISTING GAS LINE (& VALVE)
- EXISTING POWER/TELEPHONE POLE w/GUY
- EXISTING WATER/GAS METER
- EXISTING FIRE HYDRANT
- EXISTING SURFACE TO BE REMOVED/REPLACED



202 Ewing Street
Guthrie, KY 42234
(270) 483-9985

City of Elkton
GOEBEL AVENUE BICYCLE LANE & SIDEWALK PROJECT
General Notes & Existing Utility Locations

FIRM: McGhee Engineering
DES BY: CWW CHK BY: KW
DWN BY: CWW APP BY:
SCALE: 1"=40'
PROJECT DATE: 2021

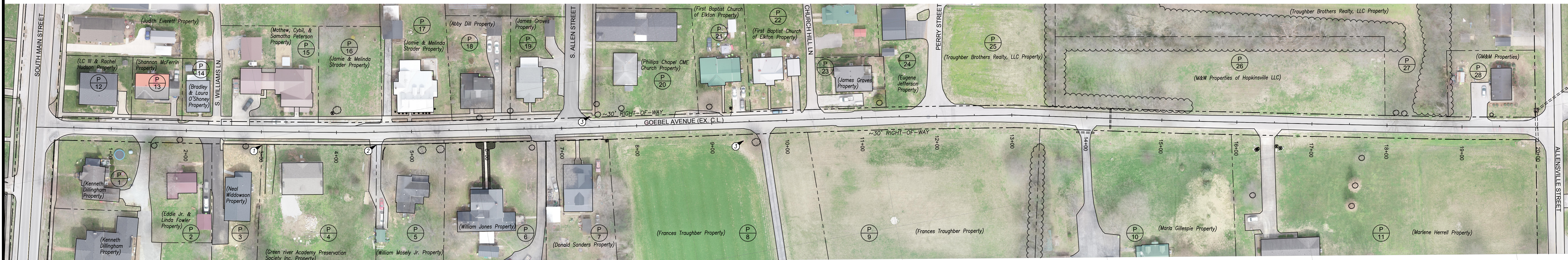
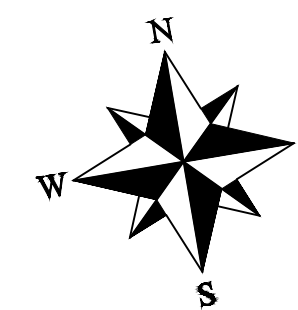
LENGTH OF BAR IS 1" ON ORIGINAL DRAWING

NO.	REVISIONS	DATE:

December 1, 2021

Chris Wilcutt

DRAWING NO.
SHEET P-3



PARCEL/ BUILDING NO.	NAME	PERMANENT R/W ACQUIRED		EASEMENTS		SOURCE OF TITLE (via Todd PVA)	REMARKS	AGE (YEARS)
		ACRES	SQ. FT.	PERMANENT SQ. FT.	TEMPORARY SQ. FT.			
1	KENNETH DILLINGHAM	-	-	-	-	DB 198 PG 359	401 S. MAIN STREET	>50
2	EDDIE JR. & LINDA SUE FOWLER	-	-	-	-	DB 139 PG 503	102 GOEBEL AVE.	>50
3	NEAL W. WIDDOWSON	-	-	-	-	DB 216 PG 078	202 GOEBEL AVE.	<10
4	GREEN RIVER ACADEMY PRESERVATION	-	-	-	-	DB 185 PG 790	204 GOEBEL AVE.	>50
5	WILLIAM MOSLEY JR.	-	-	-	-	DB 214 PG 733	206 GOEBEL AVE.	>50
6	WILLIAM S. JONES	-	-	-	-	DB 179 PG 695	208 GOEBEL AVE.	>50
7	DONALD R. SANDERS	-	-	-	-	DB 202 PG 330	210 GOEBEL AVE.	>50
8	FRANCES TRAUGBER	-	-	-	-	DB 168 PG 318	306 GOEBEL AVE.	>50
9	FRANCES TRAUGBER	-	-	-	-	DB 168 PG 318	306 GOEBEL AVE.	N/A
10	MARLA GILLESPIE	-	-	-	-	DB 169 PG 290	508 GOEBEL AVE.	>50
11	MARLENE HERRELL	-	-	-	-	DB 102 PG 583	510 GOEBEL AVE.	>50
12	L.C. & RACHEL HUDSON	-	-	-	-	DB 190 PG 234	307 S. MAIN STREET	>50
13	SHANNON McFERRIN	-	-	-	-	DB 190 PG 690	101 GOEBEL AVE.	<50
14	BRADLEY & LAURA OSHONEY	-	-	-	-	DB 214 PG 079	103 GOEBEL AVE.	>50

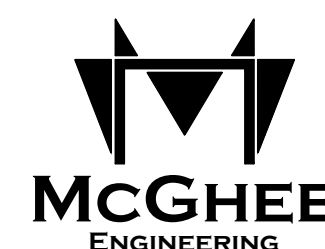
RIGHT OF WAY SUMMARY[●]

PARCEL/ BUILDING NO.	NAME	PERMANENT R/W ACQUIRED		EASEMENTS		SOURCE OF TITLE (via Todd PVA)	REMARKS	AGE (YEARS)
		ACRES	SQ. FT.	PERMANENT SQ. FT.	TEMPORARY SQ. FT.			
15	MATHEW A. & CYBIL S. PETERSON	-	-	-	-	DB 212 PG 173	203 GOEBEL AVE.	>50
16	JAMIE & MELINDA STRADER	-	-	-	-	DB 171 PG 234	205 GOEBEL AVE.	N/A
17	JAMIE & MELINDA STRADER	-	-	-	-	DB 168 PG 339	207 GOEBEL AVE.	>50
18	ABBY N. DILL	-	-	-	-	DB 190 PG 625	209 GOEBEL AVE.	>50
19	JAMES M. GROVES	-	-	-	-	DB 174 PG 273	211 GOEBEL AVE.	>50
20	PHILLIPS CHAPEL CME CHURCH	-	-	-	-	DB 078 PG 113	307 ALLEN STREET	>50
21	FIRST BAPTIST CHURCH OF ELKTON	-	-	-	-	DB 177 PG 522	301 GOEBEL AVE.	>50
22	FIRST BAPTIST CHURCH	-	-	-	-	DB 148 PG 652	303 GOEBEL AVE.	>50
23	JAMES M. GROVES	-	-	-	-	DB 195 PG 674	401 GOEBEL AVE.	<15
24	EUGENE JEFFERSON	-	-	-	-	DB 129 PG 096	212 PERRY STREET	<10
25	TRAUGBER BROTHERS REALTY LLC	-	-	-	-	DB 209 PG 561	GOEBEL AVE.	N/A
26	M&W PROPERTIES OF HOPKINSVILLE LLC	-	-	-	-	DB 215 PG 633	508 GOEBEL AVE.	N/A
27	TRAUGBER BROTHERS REALTY LLC	-	-	-	-	DB 209 PG 561	GOEBEL AVE.	N/A
28	GM&M PROPERTIES LLC	-	-	-	-	DB 191 PG 602	218 ALLENSVILLE STREET	<50

RIGHT OF WAY SUMMARY[●]

POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	3456096.04	4510165.60	-	CONTROL POINT 1 (PROPERTY PIN)
2	3456068.74	4510315.41	-	CONTROL POINT 2 (PROPERTY PIN)
3			620.68	TBM - TOP OF VALVE BOX

● PROPERTY LINES SHOWN ARE BASED ON MAPS & RECORDS FROM THE TODD COUNTY PVA OFFICE & CIRCUIT CLERK'S OFFICE.



202 Ewing Street
Guthrie, KY 42234
(270) 483-9985

City of Elkton
GOEBEL AVENUE BICYCLE LANE &
SIDEWALK PROJECT

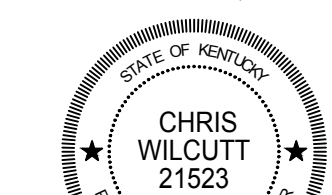
Right of Way Summary

FIRM: McGhee Engineering
DES BY: CWW CHK BY: KW
DWN BY: CWW APP BY:
SCALE: 1"=60'
PROJECT DATE: 2021

LENGTH OF BAR IS 1"
ON ORIGINAL DRAWING

NO.	REVISIONS	DATE:

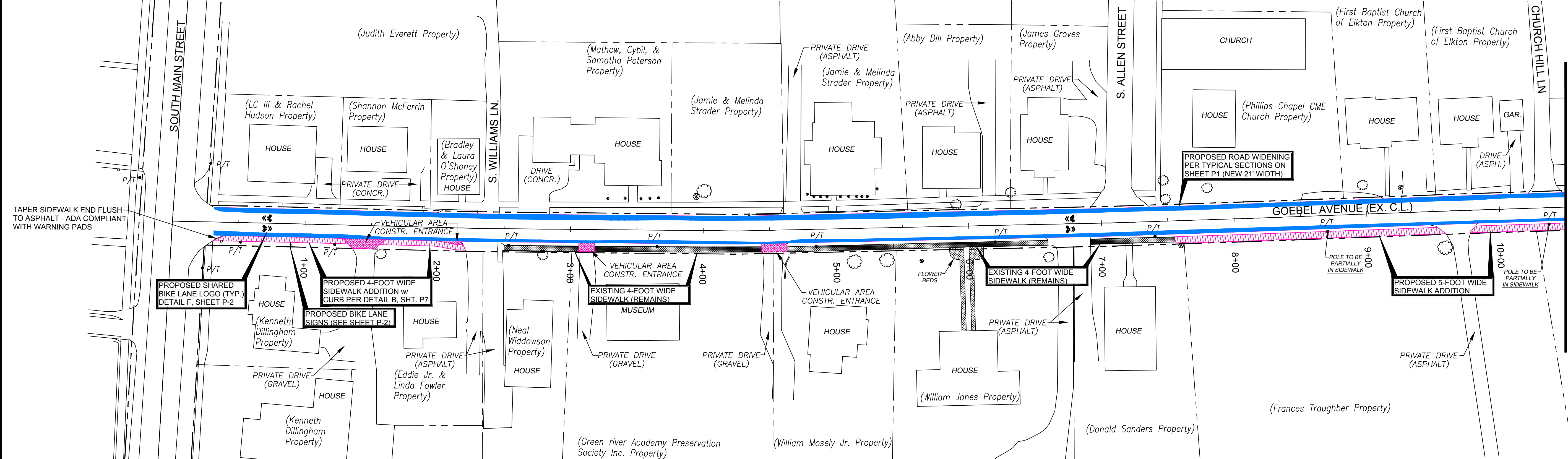
December 1, 2021



FOR CONSTRUCTION 06-01-22
FOR KYTC REVIEW 12-01-21

DRAWING NO.

SHEET P-4



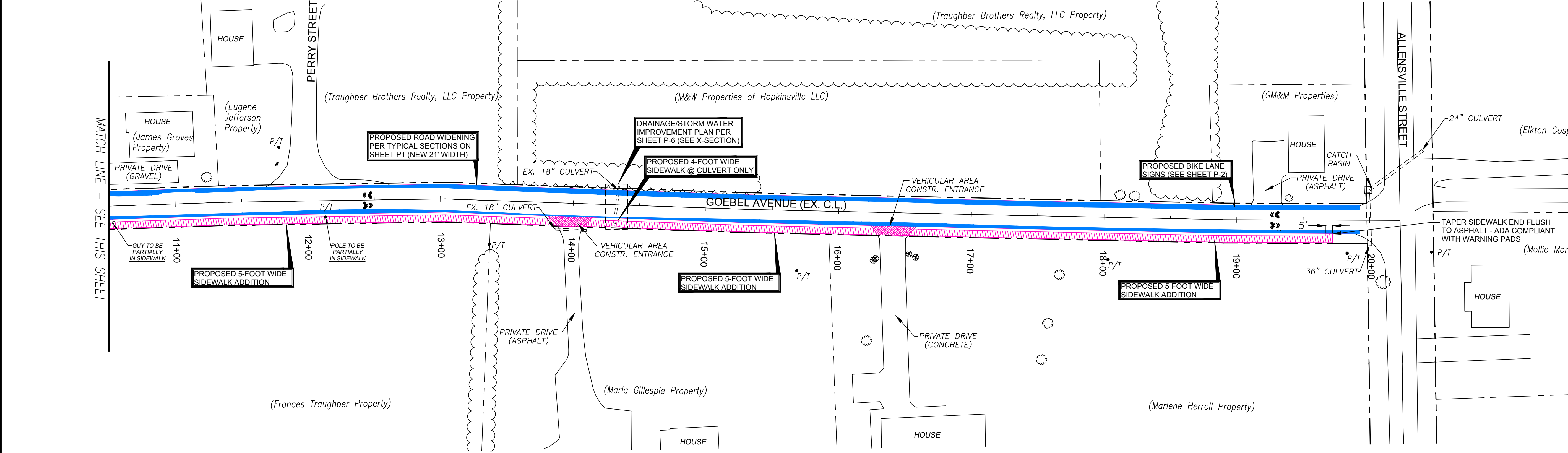
NON-VEHICULAR CONCRETE SIDEWALK LT
STATION TO STATION SQUARE YARDS

0+34 TO 1+31	42.5
1+58 TO 2+20	27.5
7+55 TO 9+55	111.1
9+80 TO 10+50	39.3

VEHICULAR CONCRETE ENTRANCE LT.
STATION WIDTH (FT) CEM. CONC.(SY)

1+45	17' TO 32'	20.0
2+12	22'+	4.5
3+12	12'	8.9
4+53	19'	13.6

GOEBEL AVENUE LAYOUT: ROADWAY STATION 0+00 TO 10+50



NON-VEHICULAR CONCRETE SIDEWALK LT
STATION TO STATION SQUARE YARDS

10+50 TO 13+85	186.0
14+11 TO 16+28	119.5
16+55 TO 19+72	177.6

VEHICULAR CONCRETE ENTRANCE LT.
STATION WIDTH (FT) CEM. CONC.(SY)

13+98	26'+	22.2
16+41	27'+	22.2

GOEBEL AVENUE LAYOUT: ROADWAY STATION 10+50 TO 20+23

SIDEWALK NOTES & WORK ITEMS

- CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES TO HAVE BURIED FACILITIES IN THE PROJECT AREA LOCATED PRIOR TO CONSTRUCTION. ANY UTILITIES DAMAGED BY CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO THE UTILITY'S SATISFACTION.
- ALL SIDEWALK RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE, PER KYTC STANDARDS, INSTALLED AT THE BASE OF ALL HANDICAP RAMPS. THE TYPICAL WARNING AREA SHALL BE 42"(W) x 24"(D). THE VITRIFIED POLYMER COMPOSITE WARNING TILE SHALL BE RED IN COLOR, EQUAL TO ARMOR-TILE MODEL ADA-C-2448. (SEE KYTC STANDARD DRAWING RGX-040)
- ACCESS RAMPS & SIDEWALK HANDICAP RAMPS TO COMPLY WITH ADA GUIDELINES. FOR TYPICAL PLAN, SEE SHEET KYTC STANDARD DRAWING RPM-170.
- ALL EXISTING FENCES AND LANDSCAPING WALLS SHALL REMAIN UNDISTURBED.
- AT EXISTING CONCRETE SIDEWALKS AND PAVED DRIVE INTERSECTIONS, THE EXISTING SURFACES SHALL BE SAW CUT EVENLY FOR SMOOTH TRANSITION TO NEW SIDEWALKS.
- WHERE SIDEWALKS CROSS PRIVATE DRIVES, THE SIDEWALK SHALL BE TAPERED FLUSH TO ALLOW THE CONTINUED INGRESS/EGRESS AT THE RESIDENCE OR BUSINESS.
- SEE SHEET P-3 FOR THE APPROXIMATE LOCATION OF OTHER UTILITIES IN THE AREA.
- ANY DAMAGE TO EXISTING ASPHALT SURFACES WILL BE REPAIRED BY THE CONTRACTOR AT THEIR EXPENSE.
- WHERE EXISTING POLES/HYDRANTS FALL WITHIN THE SIDEWALK PATH, MAINTAIN AT LEAST 36-INCH CLEARANCE BETWEEN THE POLE AND WALK EDGE FOR ADA COMPLIANCE.

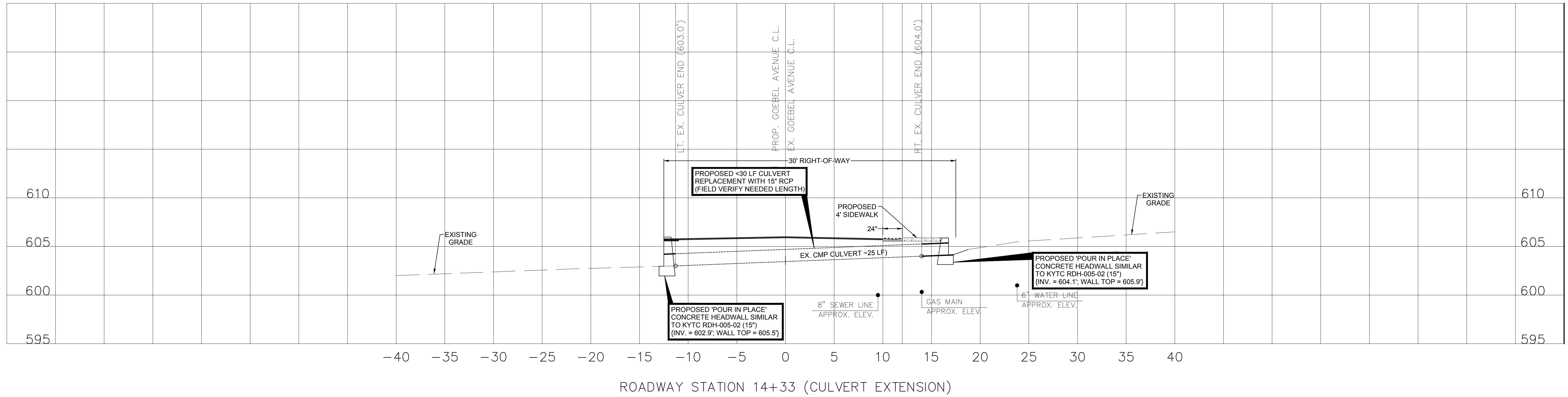
UTILITY CONTACTS

Ky. Underground Protection	(800) 752-6007
AT&T/Bellsouth Repair	(877) 737-2478
Pennyrile Rural Electric Coop.	(270) 265-2545
Mediacom Cable	(800) 444-5353
Atmos Energy	(270) 772-2816
City of Elkton	(270) 265-9877

LEGEND

EXISTING POWER/TELEPHONE POLE w/GUY	P/T • ϕ
EXISTING WATER/GAS METER	⊠ ⊞
EXISTING FIRE HYDRANT	⊙ FH
PROPOSED SIDEWALK SURFACE	▨
PROPOSED DRIVEWAY SURFACE	▩

 202 Ewing Street Guthrie, KY 42234 (270) 483-9885	<p align="center">City of Elkton</p> <p align="center">GOEBEL AVENUE BICYCLE LANE & SIDEWALK PROJECT</p> <p align="center"><i>New Sidewalk & Road Widening Layout</i></p>	FIRM: McGhee Engineering DES BY: CWW CHK BY: KW DWN BY: CWW APP BY: SCALE: 1"=40' PROJECT DATE: 2021	NO.	REVISIONS	DATE:	December 1, 2021 Chris Wilcutt	DRAWING NO.
			FOR CONSTRUCTION		06-01-22		
			REV. SIDEWALK WIDTH		02-16-22		
			FOR KYTC REVIEW		12-01-21		



City of Elkton
**GOEBEL AVENUE BICYCLE LANE &
 SIDEWALK PROJECT**
Storm Sewer Improvement X-section (Station 14+33)

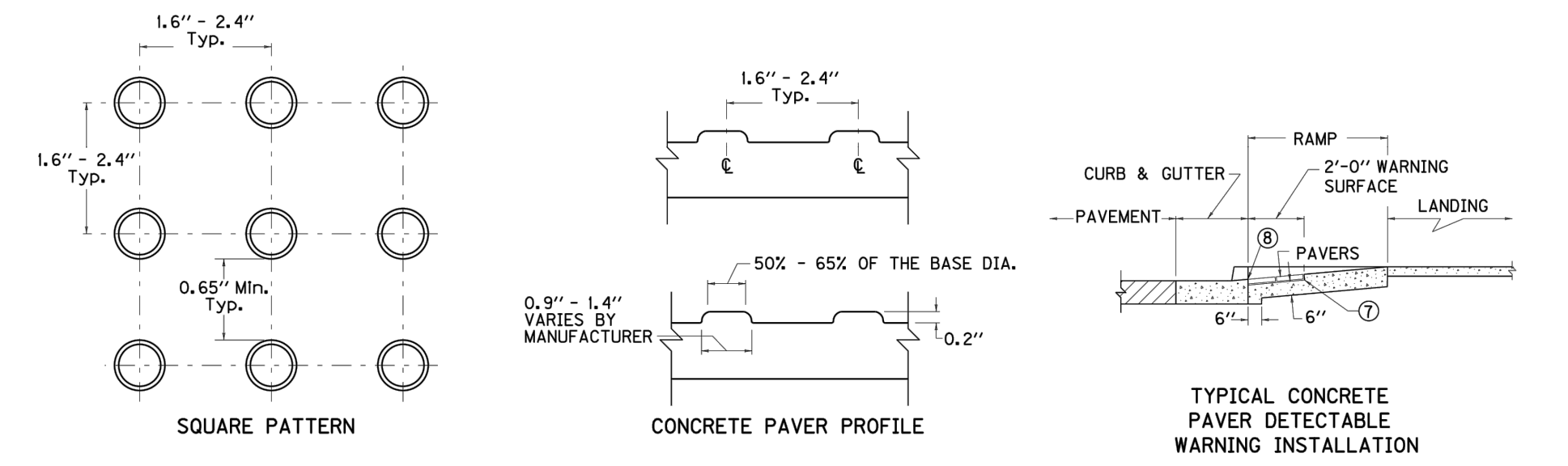
FIRM: McGhee Engineering
 DES BY: CWW CHK BY: KW
 DWN BY: CWW APP BY:
 SCALE: 1"=5'H; 1"=5'V
 PROJECT DATE: 2021

LENGTH OF BAR IS 1"
 ON ORIGINAL DRAWING

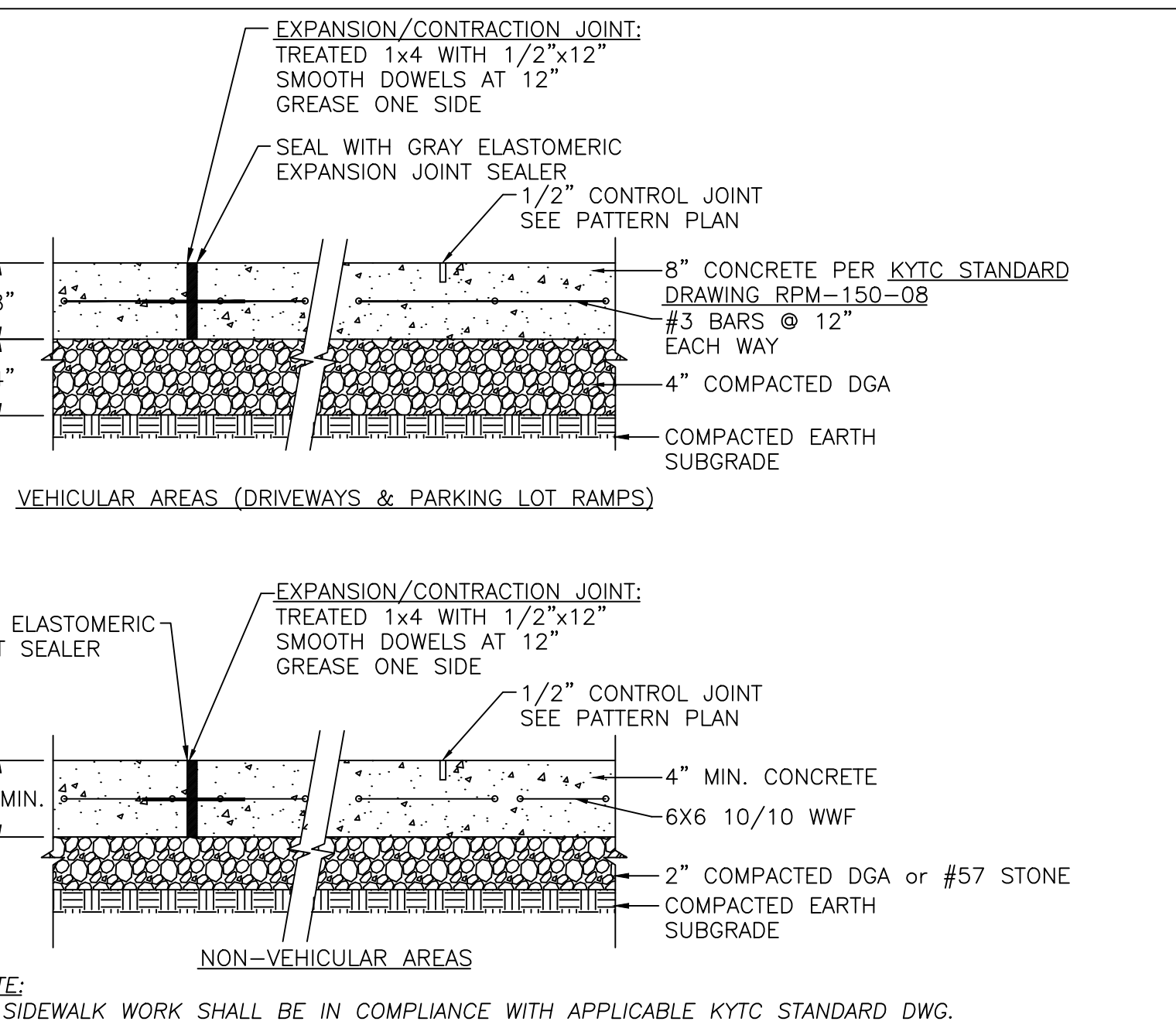
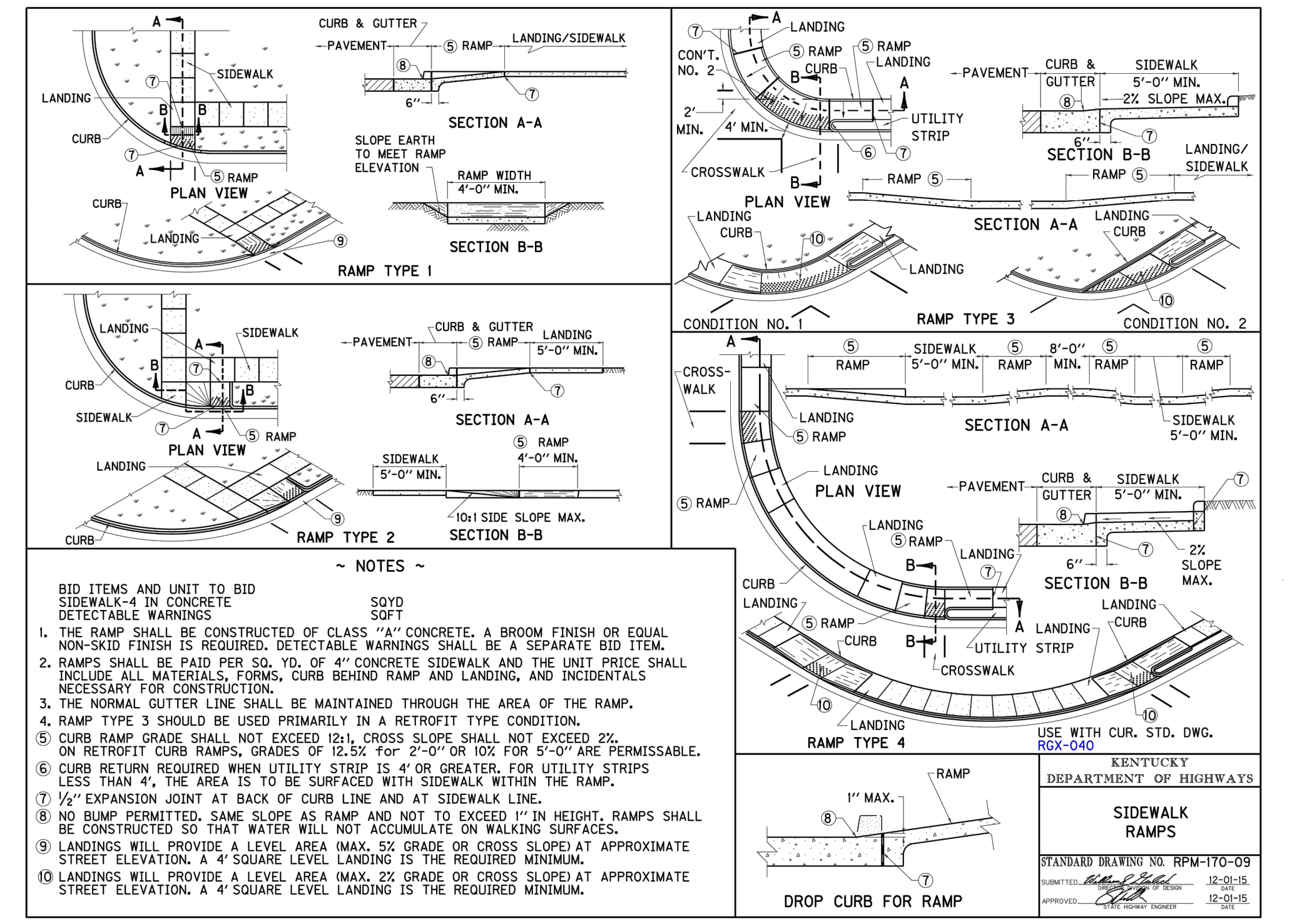
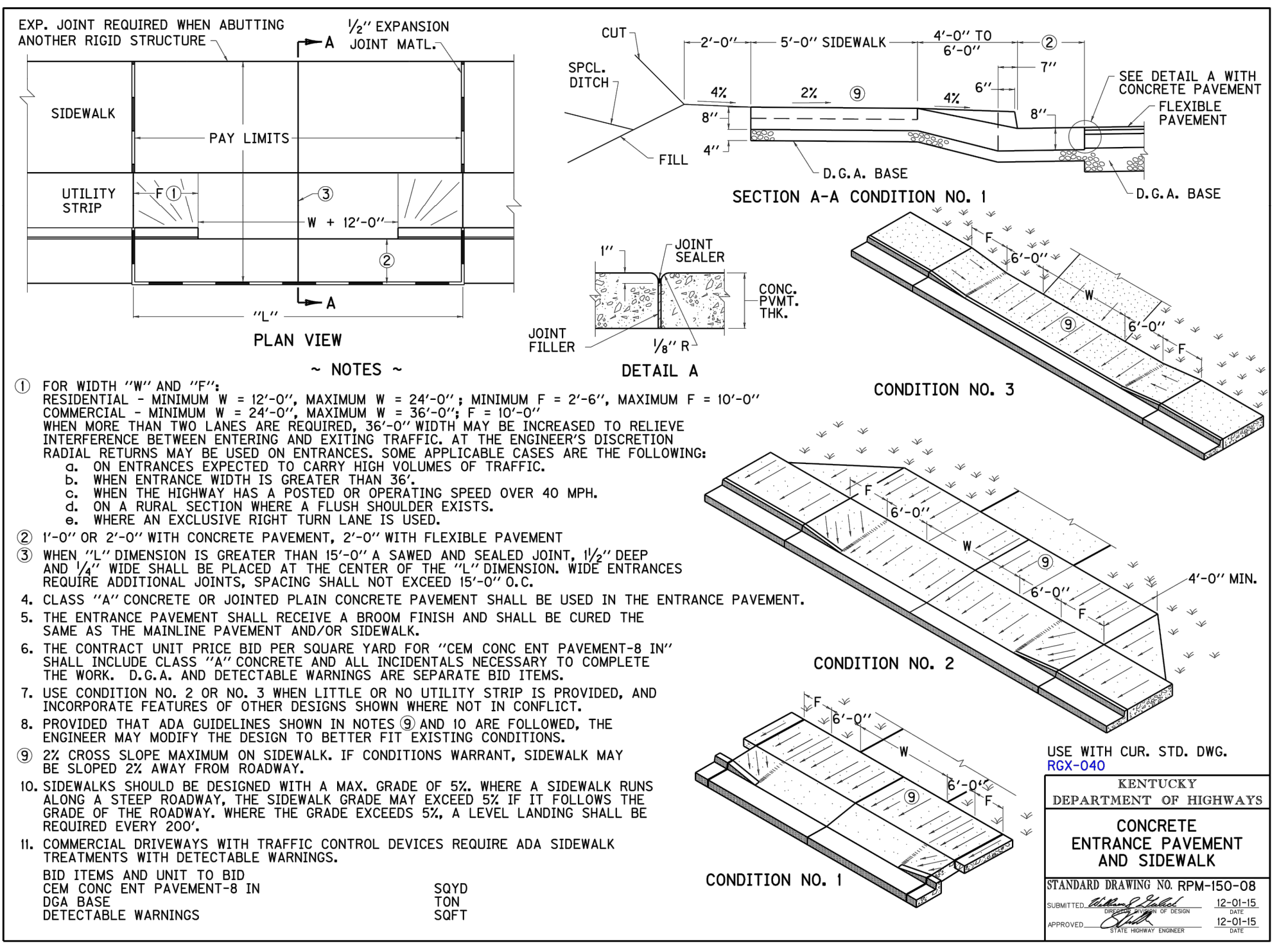
NO.	REVISIONS	DATE:

December 1, 2021

Chris Wilcutt



- ~ NOTES ~**
- BID ITEM AND UNIT TO BID, DETECTABLE WARNINGS SF
- LANDINGS WILL PROVIDE A LEVEL AREA (MAX. 2% GRADE OR CROSS SLOPE) AT APPROXIMATE STREET ELEVATION. A 4' SQUARE LEVEL-LANDING IS THE REQUIRED MINIMUM. SEE NOTE 9 ON CUR. STD. DWG. RPM-170.
 - DETECTABLE WARNINGS SHALL BE INSTALLED USING CONCRETE PAVERS IN ACCORDANCE WITH THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 - JOINTS AROUND PAVERS SHALL BE FILLED WITH DRY MORTAR. MORTAR SHALL BE BRUSHED IN WITH A COURSE BROOM. SAND WILL NOT BE ALLOWED.
 - COMMERCIAL DRIVEWAYS WITH TRAFFIC CONTROL DEVICES REQUIRE ADA SIDEWALK TREATMENTS WITH DETECTABLE WARNINGS.
 - CONCRETE PAVERS SHALL BE CONCRETE WITH A MINIMUM THICKNESS OF 2".
 - CONCRETE PAVERS SHALL BE A COLOR HOMOGENEOUS THROUGHOUT THE PAVER. THAT COLOR SHALL CONTRAST VISUALLY WITH THE ADJOINING SURFACES. EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. THE DEPARTMENT WILL ALLOW EITHER YELLOW OR RED AS COLORS.
 - CONCRETE PAVERS SHALL BE SET IN MORTAR.
 - DETECTABLE WARNING SURFACE BEGINS AT BACK OF CURB.
- USE WITH CUR. STD. DWGS. RPM-170, RPM-172, KENTUCKY DEPARTMENT OF HIGHWAYS
- DETECTABLE WARNINGS**
- STANDARD DRAWING NO. RCM-040-03
 DATE: 12-20-15
 APPROVED: [Signature]



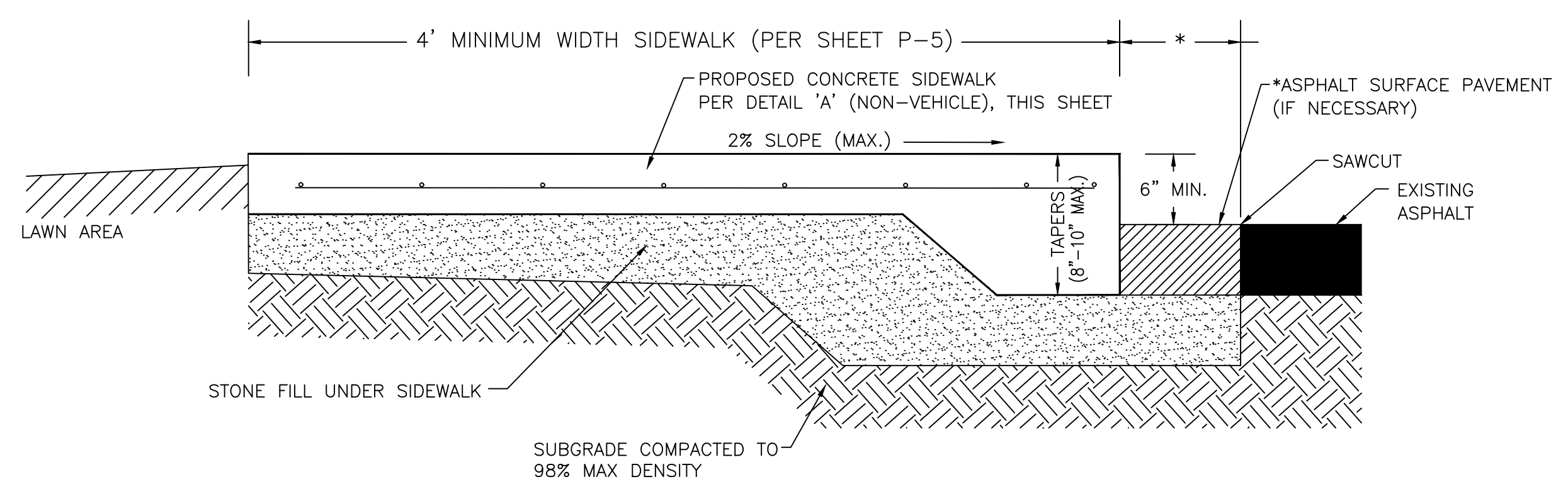
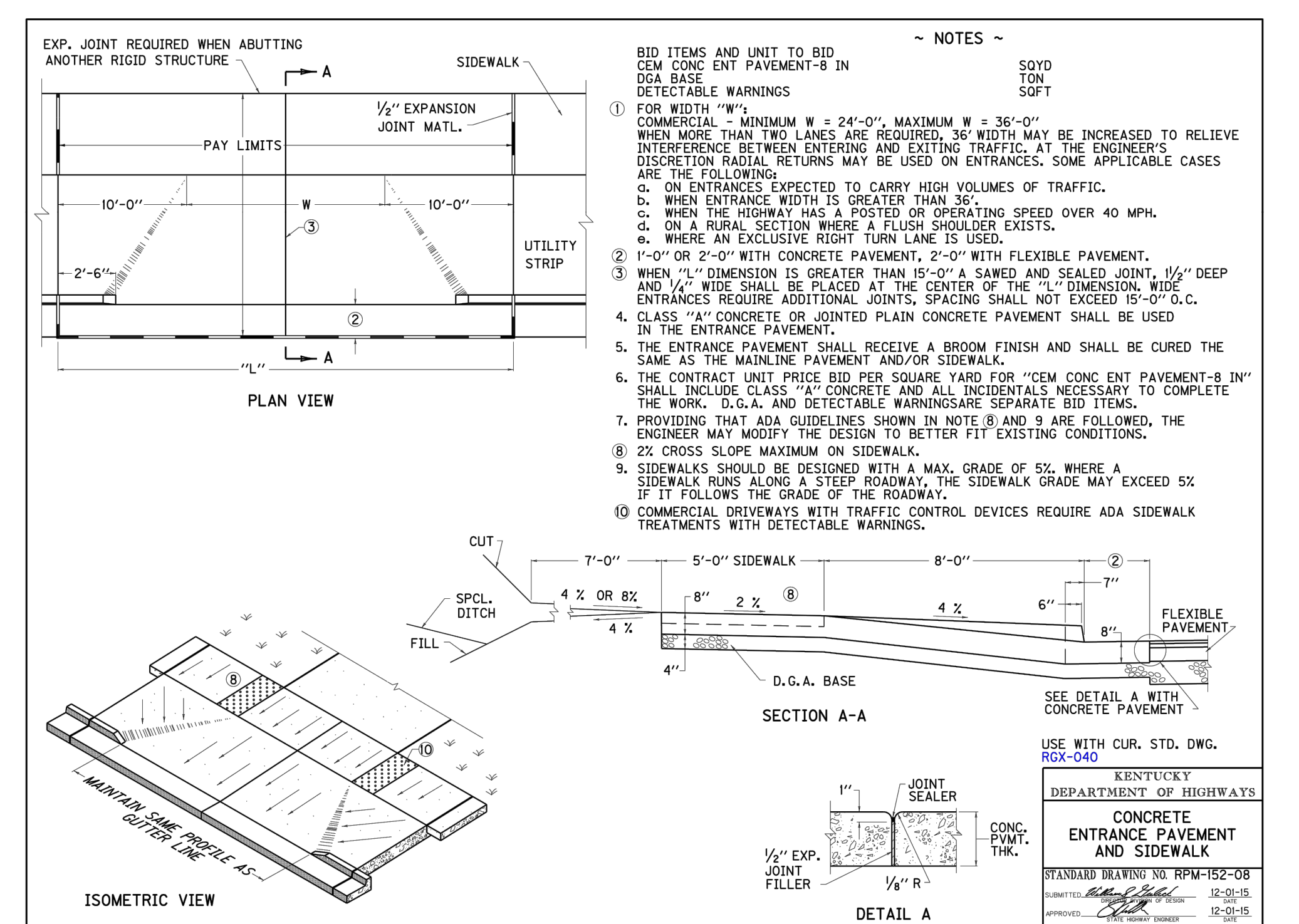
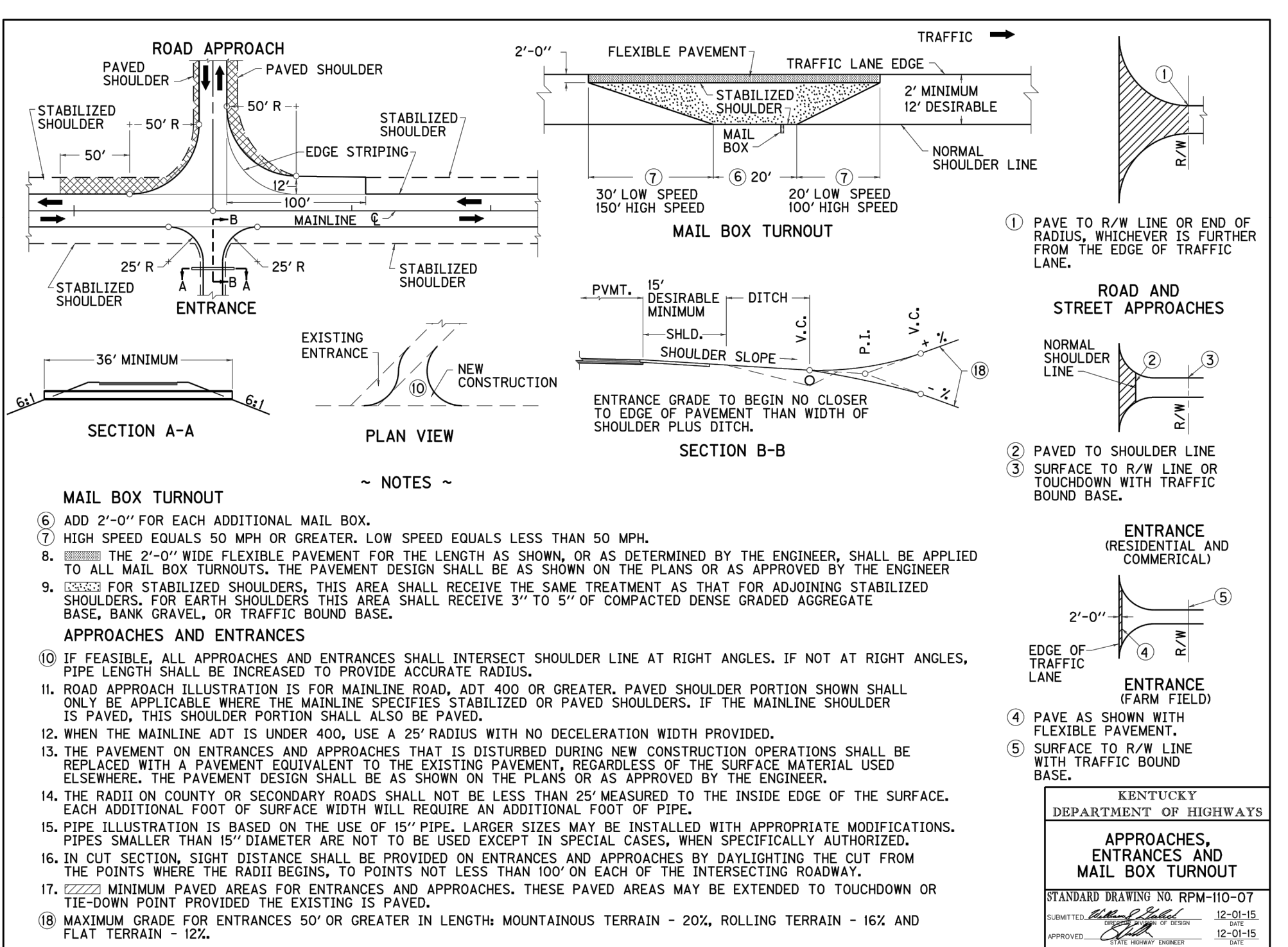
Typical Sections

CONCRETE SIDEWALK DETAIL

NOT TO SCALE

A

P7



Section: Street Edges with Curb (Riser Height = 6")

CONCRETE SIDEWALK DETAIL w/ CURB

NOT TO SCALE

B

P7

MCGHEE ENGINEERING

202 Ewing Street
 Guthrie, KY 42234
 (270) 483-9985

City of Elkton

GOEBEL AVENUE BICYCLE LANE & SIDEWALK PROJECT

KYTC Standard Drawings

FIRM: McGhee Engineering
 DES BY: CWVW CHK BY: KW
 DWN BY: CWVW APP BY:
 SCALE: AS SHOWN
 PROJECT DATE: 2018

LENGTH OF BAR IS 1" ON ORIGINAL DRAWING

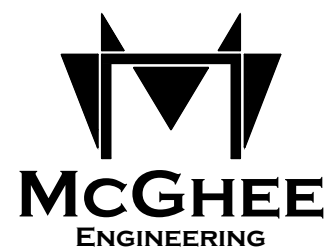
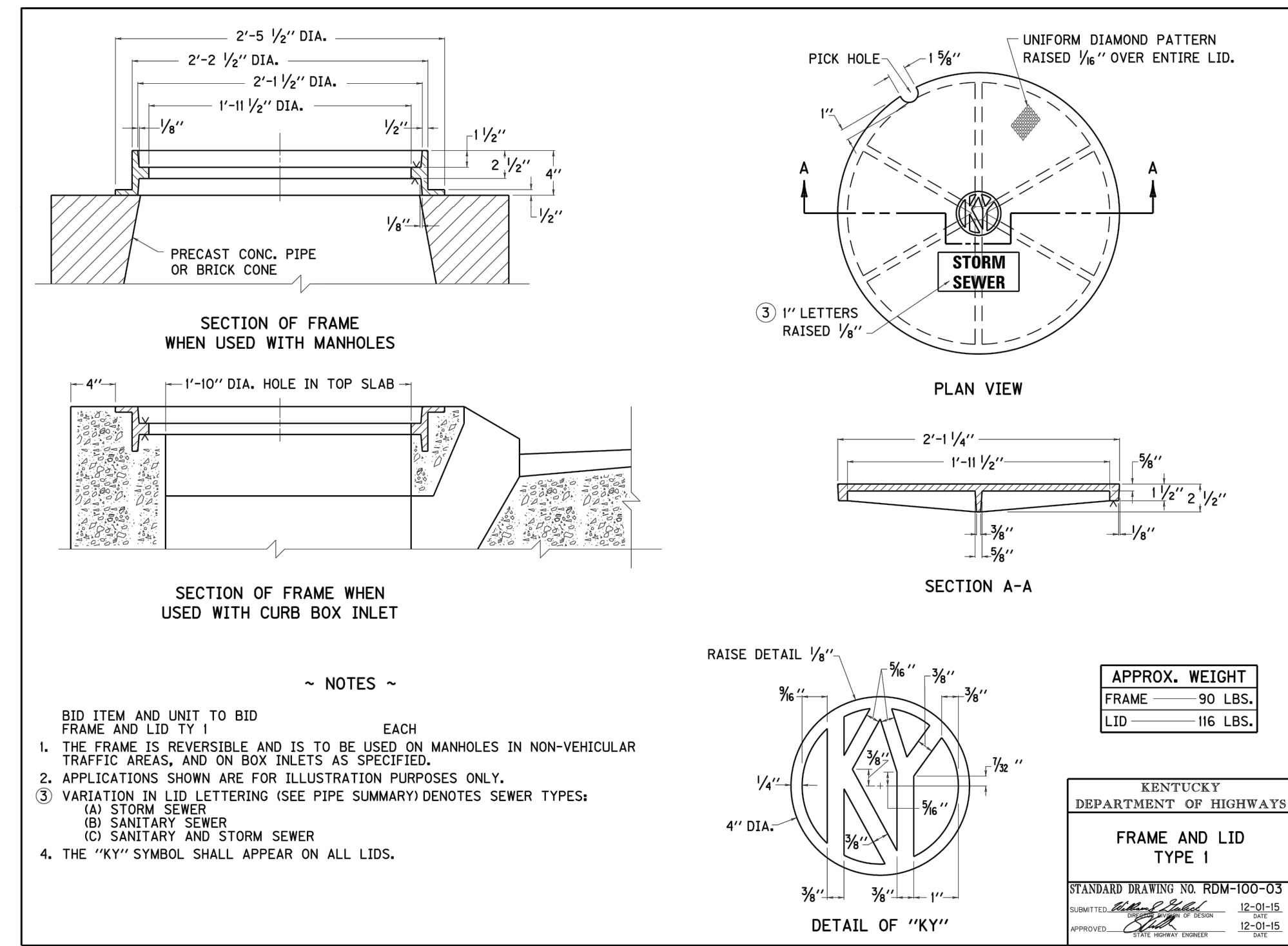
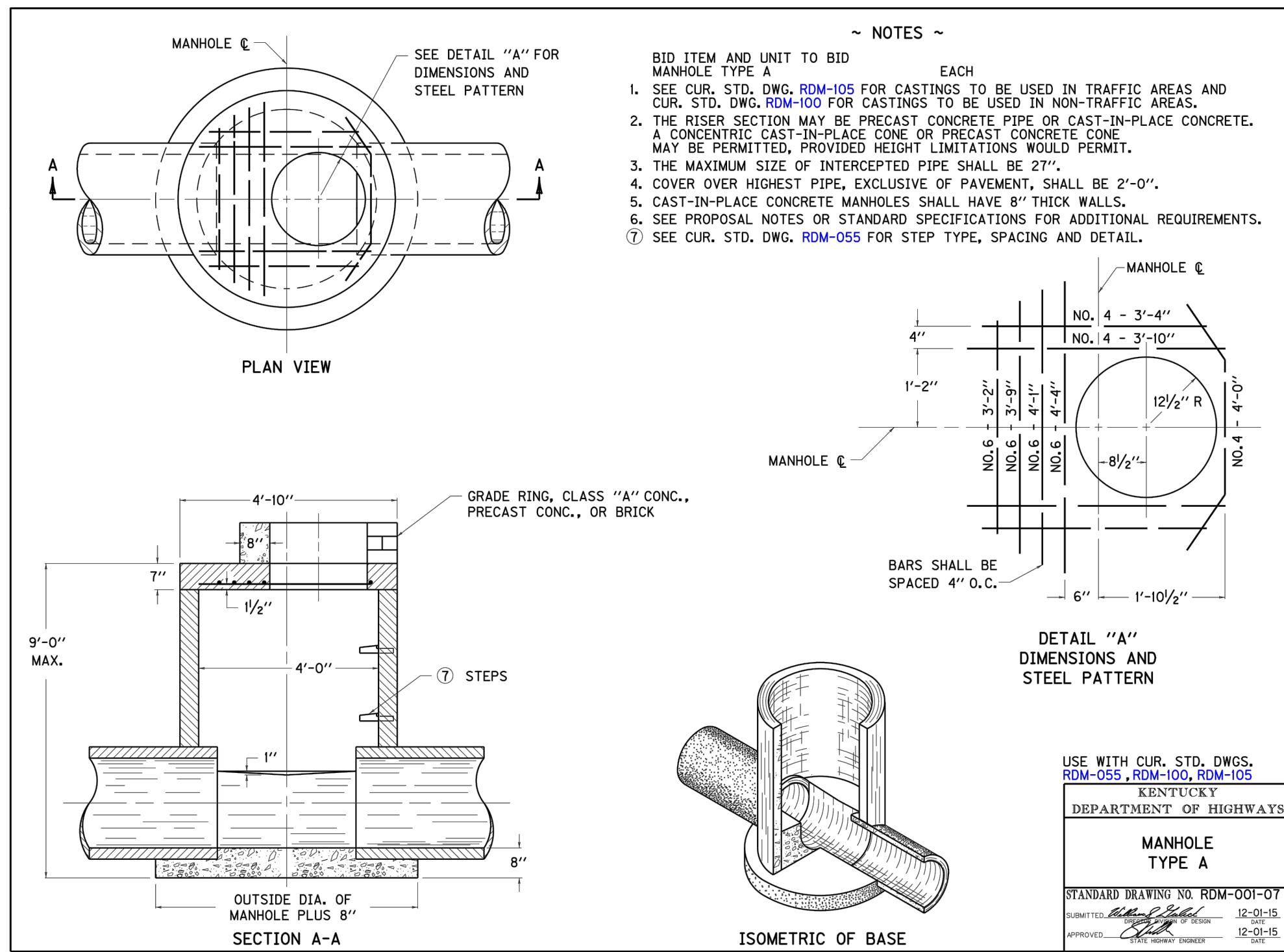
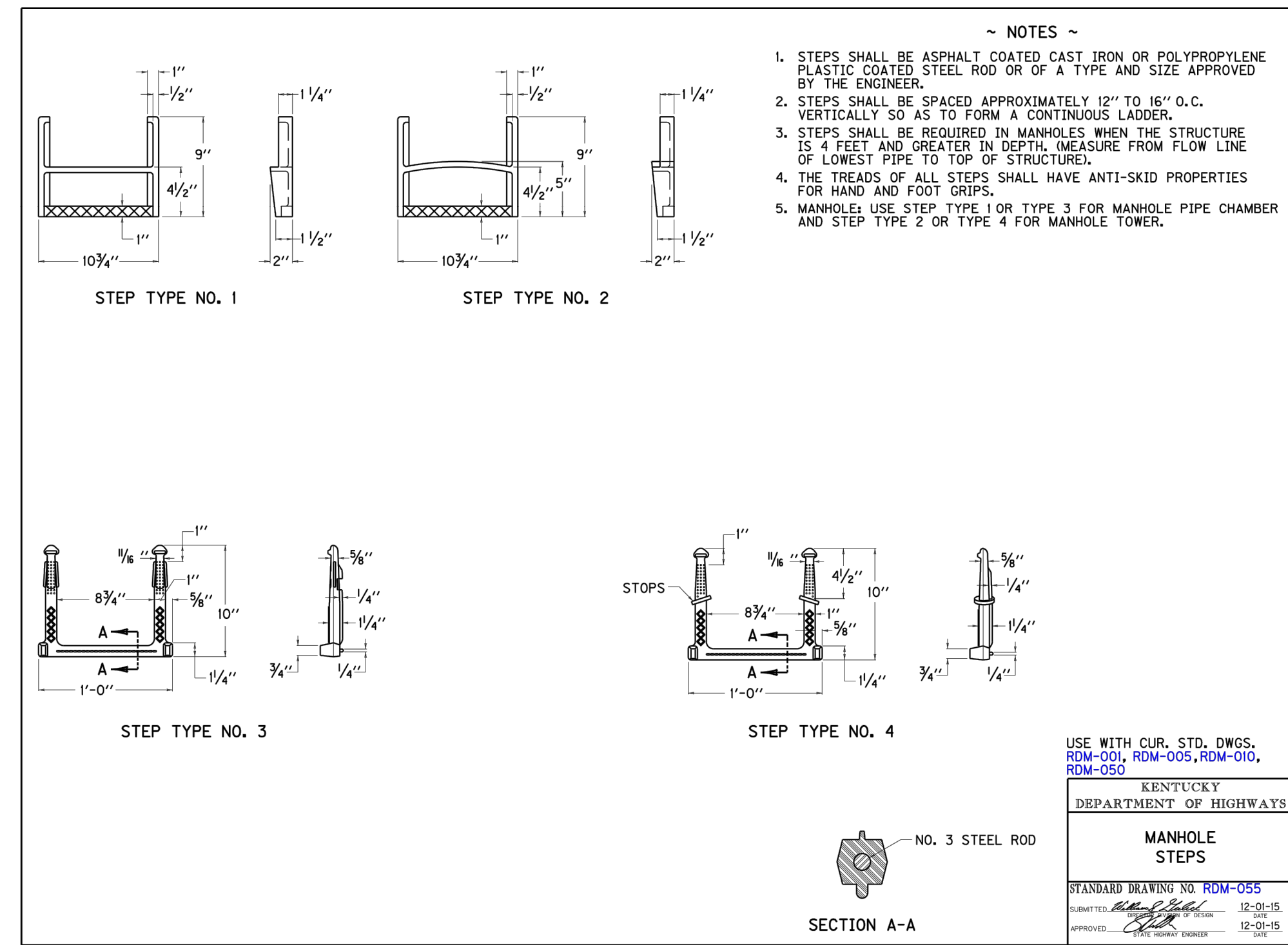
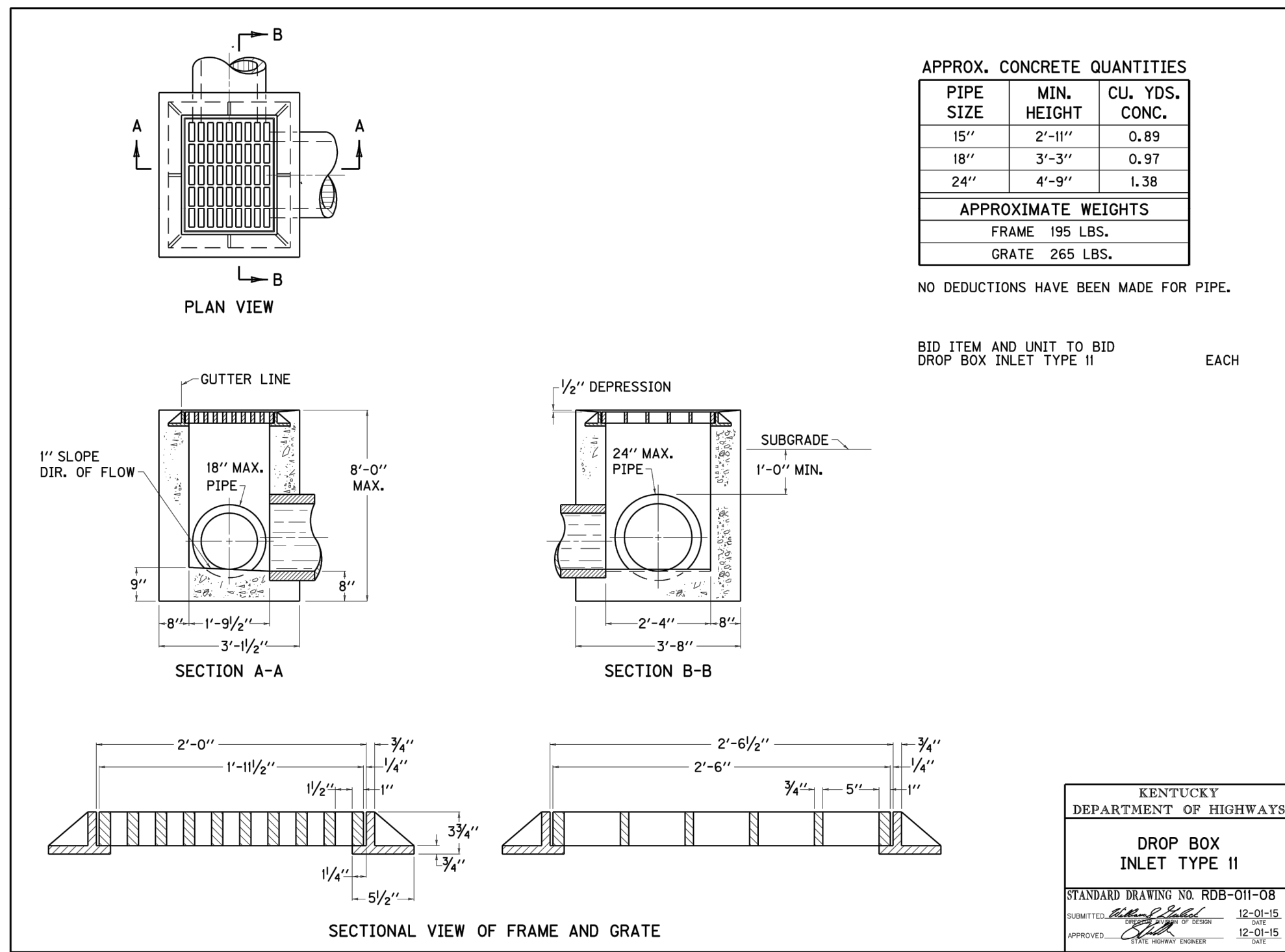
NO.	REVISIONS	DATE:

December 1, 2021

STATE OF KENTUCKY
 CHRS WILCUTT
 21523
 PROFESSIONAL ENGINEER

FOR CONSTRUCTION 06-01-22
 FOR KYTC REVIEW 12-01-21

DRAWING NO.
 SHEET P-7



202 Ewing Street
Guthrie, KY 42234
(270) 483-9985

City of Elktion
GOEBEL AVENUE BICYCLE LANE &
SIDEWALK PROJECT

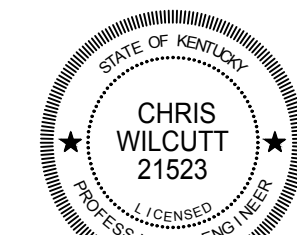
KYTC Standard Drawings

FIRM: McGhee Engineering
DES BY: CWW CHK BY: WJW
DWN BY: CWW APP BY:
SCALE: AS SHOWN
PROJECT DATE: 2018

LENGTH OF BAR IS 1"
ON ORIGINAL DRAWING

NO.	REVISIONS	DATE:

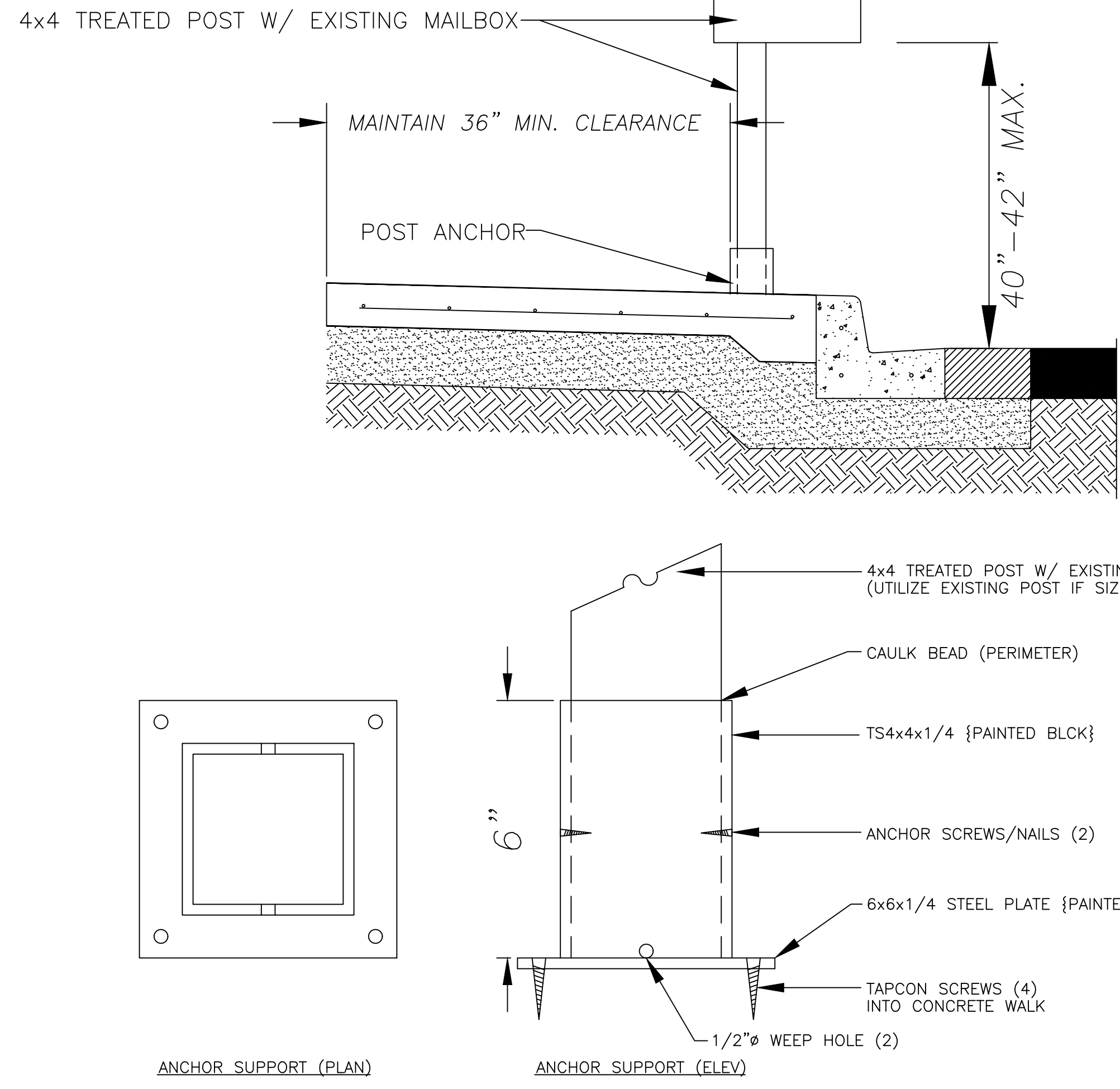
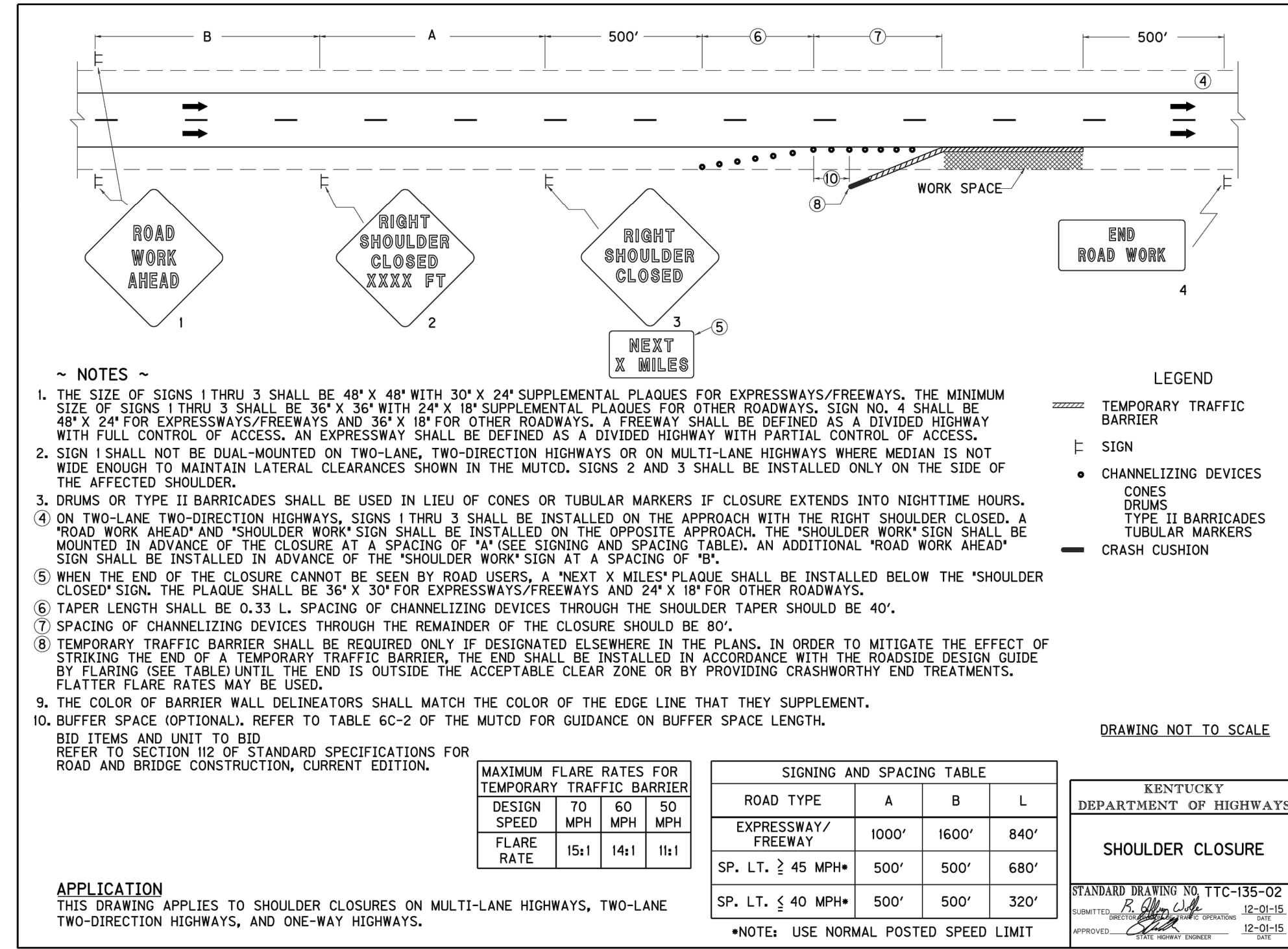
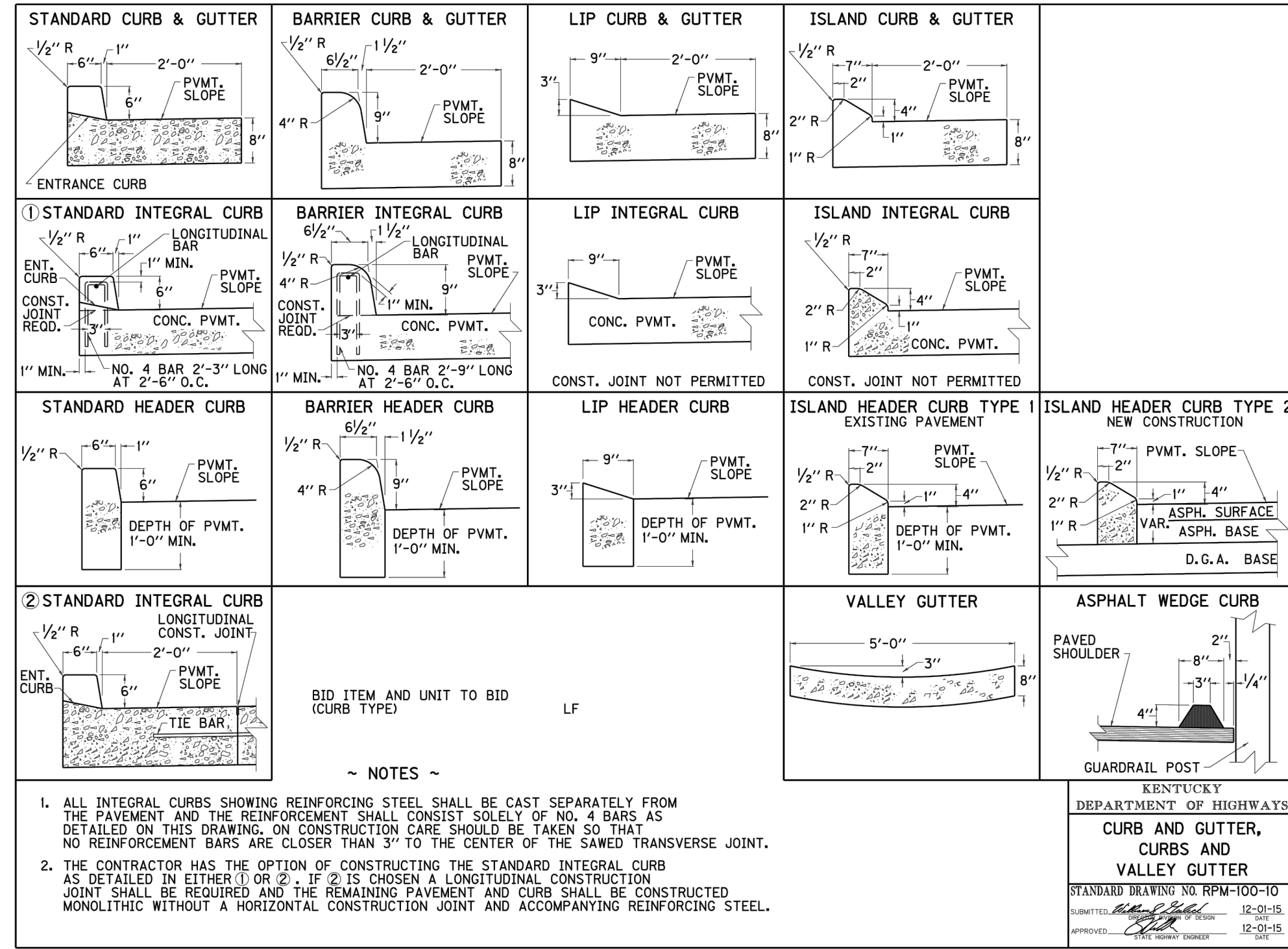
December 1, 2021



Chris Wilcutt

DRAWING NO.

SHEET P-9



MAILBOX ANCHOR DETAIL
Not to Scale

- TRAFFIC CONTROL GENERAL NOTES:**
- TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 673 FIGURE 6H-20, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS, CURRENT EDITIONS.
 - EXCEPT FOR THE ROADWAY AND TRAFFIC CONTROL BID ITEMS LISTED, ALL ITEMS OF WORK NECESSARY TO MAINTAIN AND CONTROL TRAFFIC WILL BE PAID AT THE LUMP SUM BID PRICE TO "MAINTAIN AND CONTROL TRAFFIC" AS SET FORTH IN THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE PROVIDED FOR IN THESE NOTES. THE LUMP SUM BID TO "MAINTAIN AND CONTROL TRAFFIC" SHALL ALSO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS AND OPERATIONS:
 - ALL GRADING AND NECESSARY DRAINAGE (UNLESS A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED) FOR THE TEMPORARY ROADWAY AND REMOVAL THEREOF, WHEN IT IS NO LONGER NEEDED. IF A BID ITEM FOR DETOUR CONSTRUCTION IS INCLUDED, GRADING AND DRAINAGE WILL BE PAID FOR IN THE BID ITEM "DETOUR CONSTRUCTION"
 - ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND MARKINGS.
 - ALL FLAGPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, SIGNS, BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS (STEEL DRUMS WILL NOT BE PERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCD OR THE ENGINEERS.
 - ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER NEEDED.
 - THE CONTRACTOR SHALL COMPLETELY COVER ANY SIGN, EITHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING, AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
 - IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF TRAFFIC.
 - THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO USE ANY LANE CLOSURES, CROSSOVERS OR DETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.
 - IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE TRAFFIC CONTROL SCHEME AND CONSTRUCTION SCHEDULE OUTLINED IN THESE PLANS AND THIS PROPOSAL, HE SHALL PREPARE AN ALTERNATE PLAN AND PRESENT IT IN WRITING TO THE ENGINEER. THIS ALTERNATE PLAN CAN BE USED ONLY AFTER REVIEW AND APPROVAL OF THE DIVISIONS OF TRAFFIC, DESIGN AND CONSTRUCTION, AND THE FEDERAL HIGHWAY ADMINISTRATION, WHERE APPLICABLE.
 - IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES AT THE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS QUICKLY AS POSSIBLE.

 McGHEE ENGINEERING 202 Ewing Street Guthrie, KY 42234 (270) 483-9985	City of Elkton GOEBEL AVENUE BICYCLE LANE & SIDEWALK PROJECT KYTC Standard Drawings	FIRM: McGhee Engineering DES BY: CWW CHK BY: KW DWN BY: CWW APP BY: SCALE: AS SHOWN PROJECT DATE: 2018	NO. _____ REVISIONS _____ DATE: _____	December 1, 2021 CHRIS WILCUTT 21523 LICENSED PROFESSIONAL ENGINEER	DRAWING NO. _____ SHEET P-10
		LENGTH OF BAR IS 1" ON ORIGINAL DRAWING	FOR CONSTRUCTION 06-01-22 FOR KYTC REVIEW 12-01-21		