



**LEXINGTON**

**Lexington-Fayette Urban County Government  
Division of Engineering**

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**Mt. Tabor Road Multimodal Improvements**

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**CM 3003 354**

**KYTC Item No.: 07-03721.00**



**LEXINGTON**

**Lexington-Fayette Urban County Government  
Division of Engineering**

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**Contract  
Documents  
And  
Specifications**

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**Mt Tabor Road Multimodal Improvements**

**LFUCG Bid No.: 156-2022  
Prepared by: LFUCG, Division of Engineering**

**TABLE OF CONTENTS**  
**CONTRACT DOCUMENTS**  
**MT. TABOR ROAD MULTIMODAL IMPROVEMENTS**

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2022

PART I	ADVERTISEMENT FOR BIDS
PART II	INFORMATION FOR BIDDERS
PART III	FORM OF PROPOSAL
PART IV	GENERAL CONDITIONS
PART V	SPECIAL CONDITIONS
PART VI	CONTRACT AGREEMENT
PART VII	PERFORMANCE AND PAYMENT BONDS
PART VIII	ADDENDA
PART IX	TECHNICAL SPECIFICATIONS
APPENDIX A	STANDARD DRAWINGS
APPENDIX B	KYTC APPROVED TRAFFIC MANAGEMENT PLAN
APPENDIX C	LPA Documents

**PART 1**  
**ADVERTISEMENT FOR BIDS**

**INDEX**

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1. INVITATION
2. DESCRIPTION OF WORK
3. OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS
4. METHOD OF RECEIVING BIDS
5. METHOD OF AWARD
6. BID WITHDRAWAL
7. BID SECURITY
8. SUBMISSION OF BIDS
9. RIGHT TO REJECT
10. NOTIFICATION TO THE LFUCG FOR AFFIRMATIVE ACTION
11. NOTICE CONCERNING DBE GOAL - LFUCG
12. NOTICE CONCERNING DBE GOAL - KYTC
13. EXCLUDED PARTIES LIST SYSTEM (EPLS)
14. AMERICAN RESCUE PLAN ACT

## **PART 1**

### **ADVERTISEMENT FOR BIDS**

#### **1. INVITATION**

Sealed proposals for the **Mt Tabor Road Multimodal Improvements** will be received by the Lexington-Fayette Urban County Government (LFUCG) until 2:00 p.m., local time, **December 20, 2022**, for furnishing all labor and/or materials and performing all work as set forth by this advertisement, conditions (general and special), specifications, and/or the drawings prepared by and for Lexington-Fayette Urban County Government, Division of Engineering. Immediately following the scheduled closing time for reception of bids, all proposals which have been submitted in accordance with the above will be publicly opened and read aloud.

This project is a Federal Project subject to the requirements of the Federal-aid Highway Program. The KYTC Item Number for this bid is [07-03721.00]. The federal project number for this bid is [CM 3003 354]. Federal Form FHWA-1273 is attached hereto and fully incorporated herein by reference.

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement, administration of this project, and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction, 2019 Edition* and all current revisions.

#### **2. DESCRIPTION OF WORK**

Consisting of the construction and/or furnishing of items as listed in the Bid Schedule included in Part III, Form of Proposal, of this document, plus incidentals necessary to complete the work. The work entails reconstruction and widening of Mt Tabor Road from the Richmond Road Access Road to Patchen Drive to add turn lanes and bicycle lanes. Work also includes the addition of curb, gutter, sidewalk, and a stormwater collection system

**Plans are available on Ionwave only. 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 subcontractors must be prequalified when accepting subcontracts.**

### 3. **OBTAINING PLANS, SPECIFICATIONS, AND BID DOCUMENTS**

Plans, Specifications, and Contract Documents shall be obtained from Ionwave (LFUCG's electronic bidding system). Ionwave can be accessed at <https://lexingtonky.ionwave.net>

### 4. **METHOD OF RECEIVING BIDS**

Bids will be received from **KYTC Prequalified Prime Contracting** firms on a **Line Item Unit Price Basis** for total Project. The Bidder must include a price for all bid items to be considered. **Bids shall be submitted in the manner and subject to the conditions as set forth and described in the Information for Bidders and Special Conditions.**

**Applicable KYTC pre-qualified work items include, Grade and Drain, Asphalt Paving Option A and Option B.**

Mailed bids/proposals should be sent to the Director, Division of Central Purchasing, 200 East Main Street, Lexington, KY 40507.

### 5. **METHOD OF AWARD**

The Contract, if awarded, will be to the lowest responsive and responsible bidder for the total project whose qualifications indicate the award will be in the best interest of the OWNER and whose bid/proposal complies with all the prescribed requirements. No Notice of Award will be given until the OWNER has concluded such investigation as deemed necessary to establish the responsibility, qualifications and financial ability of Bidders to do the work in accordance with the Contract Documents to the satisfaction of the OWNER within the time prescribed. The OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to the OWNER's satisfaction. In analyzing Bids, the OWNER may take into consideration alternate and unit prices, if requested by the Bid forms.

### 6. **BID WITHDRAWAL**

No bidder may withdraw his bid for a period of ninety (90) calendar days after the closing date for receipt of bids. Errors and omissions will not be cause for withdrawal of bid without forfeit of bid bond. Bids may be withdrawn in person prior to the closing date of receipt of bids.

### 7. **BID SECURITY**

If the bid is \$50,000 or greater, bid shall be accompanied by a certified check or bid bond payable to the Lexington-Fayette Urban County Government in an amount not less than Five Percent (5%) of the base bid. Bid bond shall be executed by a Surety Company authorized to do business in the Commonwealth of Kentucky and countersigned by a licensed Kentucky Resident Agent, representing the Surety Company. Bid Bonds are not required for bids under \$50,000. A cashier's check or irrevocable letter of credit is an acceptable form of bid security.

**8. SUBMISSION OF BIDS**

CONTRACTORS shall submit their bids to the Lexington-Fayette Urban County Government, Division of Central Purchasing, Third Floor, 200 East Main Street, Lexington, Kentucky 40507. Bids shall be submitted in a sealed envelope not later than 2:00 p.m. local time, **December 20, 2022**. Sealed proposals shall be clearly marked on the outside of the container as follows: Company Name and Address, Bid Invitation Number **156-2022**, and **Mt Tabor Road Multimodal Improvements** to be opened at 2:00 p.m. local time **December 20, 2022**. Bids are to remain sealed until official Bid closure time. Bids received after the scheduled closing time for receipt of bids will not be considered and will be returned unopened.

**9. RIGHT TO REJECT**

The Lexington-Fayette Urban County Government reserves the right to reject any and all bids and to waive all informalities and/or technicalities where the best interest of the Lexington-Fayette Urban County Government may be served.

**10. NOTIFICATION TO THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT FOR AFFIRMATIVE ACTION PLAN AND CURRENT WORKFORCE**

The successful bidder must submit the following to the Lexington-Fayette Urban County Government:

1. Affirmative Action Plan for his/her firm.
2. Current Workforce Analysis Form

Failure to submit this as required herein may result in disqualification of the Bidder from the award of the contract.

All submissions should be directed to:

Lexington-Fayette Urban County Government  
Division of Purchasing  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507

**11. NOTICE CONCERNING DBE GOAL - LFUCG**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) contract participation.

The Lexington-Fayette Urban County Government has set a goal that not less than **ten percent (10%)** of the total value of this contract be subcontracted to Disadvantaged Business Enterprises. The goal for the utilization of Disadvantaged Business Enterprises as subcontractors is a recommended goal. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals, and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating Disadvantaged Business Enterprises Subcontractors contact:

Sherita Miller, Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor, Room 338  
Lexington, Kentucky 40507  
(859) 258-3323

**12. NOTICE CONCERNING DBE GOAL - KYTC**

Notice of requirement for Affirmative Action to ensure Equal Employment Opportunities and Disadvantaged Business Enterprises (DBE) contract participation.

The Kentucky Transportation Cabinet has set a recommended goal of not less than 5% of the total value of this contract be subcontracted to Disadvantaged Business Enterprises. DBE participation must be in compliance with the requirements of 49 CFR 26 and the policies of the Kentucky Transportation Cabinet. 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 subcontractors must be prequalified when accepting subcontracts.

**13. EXCLUDED PARTIES LIST SYSTEM (EPLS/SAM)**

Prior to project being awarded, LFUCG will verify that the contractor is not listed on an “Excluded Parties List System” (suspended or debarred), as identified within the “SAM” site at <http://www.sam.gov>.

The EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts and certain types of Federal financial and non-financial assistance and benefits. The EPLS keeps its user community aware of administrative and statutory exclusions across the entire government, and individual barred from entering the United States. The user is able to search, view, and download both current and archived exclusions.

EPLS access is available from any personal computer with Internet connectivity and a minimum web browser of Netscape 4.04 Internet Explorer 4.04 or Internet Explorer 4.0 at <http://www.sam.gov>.

#### 14. AMERICAN RESCUE PLAN ACT

##### AMENDMENT 1 — CERTIFICATION OF COMPLIANCE FOR EXPENDITURES USING FEDERAL FUNDS, INCLUDING THE AMERICAN RESCUE PLAN ACT

The Lexington-Fayette Urban County Government (“LFUCG”) may use Federal funding to pay for the goods and/or services that are the subject matter of this bid. That Federal funding may include funds received by LFUCG under the American Rescue Plan Act of 2021. Expenditures using Federal funds require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

**The bidder (hereafter “bidder,” or “contractor”) agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG uses Federal funds, including but not limited to funding received by LFUCG under the American Rescue Plan Act (“ARPA”), toward payment of goods and/or services referenced in this bid. The bidder also agrees and understands that if there is a conflict between the terms included elsewhere in this Request for Proposal and the terms of this Amendment 1, then the terms of Amendment 1 shall control. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:**

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.

2. Pursuant to 24 CFR § 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR § 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. However, if LFUCG suspects a breach of the terms of the Agreement and/or that the contractor is violating the terms of any applicable law governing the use of Federal funds, LFUCG may suspend the contractor’s ability to receive payment by giving thirty (30) days’ advance written notice. Further, either party may terminate this Agreement for

cause shown with thirty (30) days written notice, which shall explain the party's cause for the termination. If the parties do not reach a settlement before the end of the 30 days, then the Agreement shall terminate on the thirtieth day. In the event of a breach, LFUCG reserves the right to pursue any and all applicable legal, equitable, and/or administrative remedies against the contractor.

3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- (1) 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. 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 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, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (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' representatives 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.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by 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.
- (7) 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 canceled, 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 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 11246 of September 24, 1965, 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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (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 a 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 a 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. LFUCG 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.
5. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
6. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
7. The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funding.
8. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
9. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
10. The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with Federal funds.
11. The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
12. The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.
13. The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.
14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
  - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.
  - (2) 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 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.
  - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. 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 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.

16. The contractor acknowledges and certifies that it has not been debarred or suspended and further acknowledges and agrees that it must comply with regulations regarding debarred or suspended entities in accordance with 24 CFR § 570.489(l). Funds may not be provided to excluded or disqualified persons.

17. The contractor agrees and certifies that to the greatest extent practicable, it will prefer the purchase, acquisition, and use of all applicable goods, products or materials produced in the United States, in conformity with 2 CFR 200.322 and/or section 70914 of Public Law No. 117-

58, §§ 70901-52, also known as the Infrastructure Investment and Jobs Act, whichever is applicable.

18. The contractor agrees and certifies that all activities performed pursuant to any Agreement entered as a result of the contractor's bid, and all goods and services procured under that Agreement, shall comply with 2 C.F.R. § 200.216 (Prohibition on certain telecommunications and video surveillance services and equipment) and 2 C.F.R. 200 § 200..323 (Procurement of recovered materials), to the extent either section is applicable.

19. If this bid involves construction work for a project totaling \$10 million or more, then the contractor further agrees that all laborers and mechanics, etc., employed in the construction of the public facility project assisted with funds provided under this Agreement, whether employed by contractor, or contractor's contractors, or subcontractors, shall be paid wages complying with the Davis-Bacon Act (40 U.S.C. 3141-3144). Contractor agrees that all of contractor's contractors and subcontractors will pay laborers and mechanics the prevailing wage as determined by the Secretary of Labor and that said laborers and mechanics will be paid not less than once a week. The contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. § 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The contractor further agrees to comply with the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. Section 327-333), and the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. et seq.). Contractor further agrees that it will report all suspected or reported violations of any of the laws identified in this paragraph to LFUCG.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

END OF SECTION

**PART II**  
**INFORMATION FOR BIDDERS**

**INDEX**

1. RECEIPT AND OPENING OF BIDS
2. PREPARATION OF BID
3. SUBCONTRACTS
4. QUALIFICATION OF BIDDER
5. BID SECURITY
6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT
7. TIME OF COMPLETION AND LIQUIDATED DAMAGES
8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE
9. ADDENDA AND INTERPRETATIONS
10. SECURITY FOR FAITHFUL PERFORMANCE
11. POWER OF ATTORNEY
12. TAXES AND WORKMEN'S COMPENSATION
13. LAWS AND REGULATIONS
14. EROSION AND SEDIMENT CONTROL AND PERMITS
15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES
16. AFFIRMATIVE ACTION PLAN
17. CONTRACT TIME
18. SUBSTITUTION OR "OR-EQUAL" ITEMS
19. ALTERNATE BIDS
20. SIGNING OF AGREEMENT
21. ASSISTANCE TO BE OFFERED TO DBE CONTRACTORS
22. DBE PARTICIPATION GOALS
23. REQUIRED SUBMITTALS

## PART II

### INFORMATION FOR BIDDERS

#### **1. RECEIPT AND OPENING OF BIDS**

The Lexington-Fayette Urban County Government (herein called the OWNER) invites bids from firms on the project described in the Advertisement for Bids. The OWNER will receive bids via IonWave, at the time and in the manner set forth in the Advertisement for Bids. The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be accepted. No bidder may withdraw a bid within 90 days after the actual time and date of the bid opening, but OWNER may, in its sole discretion, release any bid and return the Bid Security prior to that date.

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not delivered as indicated above.

#### **2. PREPARATION OF BID**

Each bid must be submitted on the prescribed Form of Proposal. The bid must be submitted with the entire proposal and include all pages. All blank spaces for the bid prices must be filled in, either in ink or typewritten, for both unit prices and extensions. Totals for each bid item must be added to show the total amount of the bid.

#### **3. SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the OWNER. All proposed subcontractors must be identified on the Form of Proposal. Prior to the award of Contract, the OWNER or the OWNER'S representative will advise the CONTRACTOR of the acceptance and approval thereof or of any action necessary to be taken. Should any Subcontractor be rejected by the OWNER, the CONTRACTOR shall present a new name and/or firm to the OWNER at no change in the Contract Price.

The CONTRACTOR shall perform with his own organization, work amounting to no less than 30% of the total contract cost. No subcontractor shall exceed the percentage to be performed by the CONTRACTOR, who shall maintain a supervisory role over the entire project. Furthermore, the CONTRACTOR shall not withhold any retainage on a subcontractor.”

#### 4. QUALIFICATION OF BIDDER

The OWNER may make such investigations as the OWNER deems necessary to determine the ability of the bidder to perform the Work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Conditional bids will not be accepted.

In evaluating Bids, OWNER shall consider the qualifications of the BIDDERS, whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices, as requested. OWNER may consider maintenance requirements, performance data, and disruption or damage to private property. It is OWNER'S intent to accept alternatives by the bid forms, in the order in which they are listed in the Bid Form but OWNER may accept or decline them in order or combination. The contract, if awarded, will be awarded to the lowest responsive and qualified, responsible BIDDER based upon OWNER'S evaluation which indicates that the award will be in the best interest of OWNER and the general public.

In the event there is any question as to the bidder's qualifications and ability to complete the work, a final determination will be made in accordance with a fair evaluation by the Urban County Government of the above listed elements.

- A. If the OWNER requires filling out a detailed financial statement, the bidder may provide its current certified financial statement(s) for the required time interval.
- B. Corporate firms are required to be registered with the Office of the Secretary of State, Commonwealth of Kentucky.
- C. Documents Required of CONTRACTOR - (1) A sworn statement signed by the President or owner of the Company regarding all current work in progress anywhere; (2) A document showing the percent of completion of each project and the total worth of each project; and (3) Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.
- D. Optional OWNER Requirements - The OWNER, at its discretion, may require the BIDDER/CONTRACTOR to provide: (1) A current detailed financial statement for a period including up to 3 prior years. (2) Financial security or insurance in amounts and kinds acceptable to the OWNER to meet the financial responsibility requirements for the CONTRACTOR to indemnify the OWNER. (3) Additional information and/or DBE work force data, as well as DBE participation data.

**Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid.**

- E. Bids will only be accepted from plan holders who have accessed plans from Ionwave. 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 subcontractors must be prequalified when accepting subcontracts.
- F. **Prequalified DBE list can be found at:  
<http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-and-Prequalified-DBEs.aspx>**

## **5. BID SECURITY**

- A. Each bid must be accompanied by a bid bond prepared on a Form of Bid Bond and attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER, in the amount of 5% of the bid. Such bid bond will be returned to the unsuccessful bidder(s) only upon written request to the Director of Central Purchasing within seven (7) days of opening of bids. Bid bond shall be made payable to the Lexington-Fayette Urban County Government. Bid security is not required for projects under \$50,000.
- B. Bonds shall be placed with an agent licensed in Kentucky with surety authorized to do business within the state. When the premium is paid for such coverage, the full commission payable shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.

## **6. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

## **7. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract, and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Completion is defined in Section 108.03 of the KDOH Standard Specifications, Current Edition. Such monetary

damage shall be deducted from the Contract sum in the amount of FIVE HUNDRED DOLLARS (\$500.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately re-let the Work involved.

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" from the OWNER and to fully complete the Project within the time as specified in the Contract. Bidder must agree also to pay liquidated damages, or the sum as specified in the Contract for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

## **8. EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- B. Bidders should examine the requirements of Section 4 of the General Conditions for information pertaining to subsurface conditions, underground structures, underground facilities, and availability of lands, easements, and rights-of-way. The completeness of data, presented in the Contract Documents, pertaining to subsurface conditions, underground structures, and underground facilities for the purposes of bidding or construction is not assured. The Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface and subsurface) which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. On request in advance, OWNER will provide access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- C. The submission of a Bid will constitute an incontrovertible representation by the Bidder that Bidder has complied with every requirement of this paragraph; that without exception the Bid is premised upon furnishing and performing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the

Contract Documents; and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**9. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to the Director of Central Purchasing, who in turn will have an addendum issued under signature of the Engineer for the Lexington-Fayette Urban County Government, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested, faxed or emailed to all prospective bidders. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

**10. SECURITY FOR FAITHFUL PERFORMANCE**

- A. Simultaneously with his delivery of the executed Contracts, the CONTRACTOR shall furnish a surety bond or bonds as security for the faithful performance of this Contract and for payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER and authorized to do business in the Commonwealth of Kentucky.
- B. All bonds required by this Contract and laws of this State shall be placed with agents licensed in the State of Kentucky. When the premium is paid for such coverages, the full commission shall be paid to such local agent who shall not divide such commission with any person other than a duly licensed resident local agent.
- C. **Contractor shall use standard Performance and Payment Bond forms such as documents provided with this contract book or AIA form A312-1984 (or later).**

**11. POWER OF ATTORNEY**

Attorney-in-fact who signs bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

**12. TAXES AND WORKMEN'S COMPENSATION**

The CONTRACTOR and subcontractor will be required to accept liability for payment of all payroll taxes, sales and use tax, and all other taxes or deductions required by local, state or federal law. Each shall carry Workmen's Compensation Insurance to the full amounts as required by Statutes and shall include the cost of all foregoing items in the proposal. The CONTRACTOR will not otherwise be reimbursed or compensated for such tax payments. The CONTRACTOR is urged to ascertain at his own risk his actual tax liability in connection with the execution or performance of his Contract.

**13. LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the contract, the same as though herein written out in full.

**14. EROSION AND SEDIMENT CONTROL AND PERMITS**

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall also comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits as described in Part 4 General Conditions Paragraph 5.17.

**15. PREVAILING WAGE LAW AND MINIMUM HOURLY RATES**

Federal wage rates and regulations, if required for this Project, will be as described in the Special Conditions.

**16. AFFIRMATIVE ACTION PLAN**

The successful Bidder must submit the entire proposal with their bid, the following items to the Urban County Government:

1. Certification of Bid Proposal/DBE – see Part III
2. KYTC DBE Provisions – see Part III
3. DBE Subcontractor Bidders List – see Part III

A Work Force Analysis Form shall be submitted for each Contract. Failure to submit any of these items as required herein may result in disqualification of the Bidder from award of the Contract.

**17. CONTRACT TIME**

The number of calendar days within which the Work is to be completed and ready for final payment (the Contract Time) is set forth in the Form of Proposal and the Agreement.

**18. SUBSTITUTE OR "APPROVED EQUAL" ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "approved equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "approved equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the ENGINEER and OWNER, application for such acceptance will not be considered by the ENGINEER and OWNER until after the effective date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the ENGINEER and OWNER is set forth in the General Conditions.

**19. ALTERNATE BIDS**

**Bidders shall submit alternate bids/proposals only if and when such alternate bids/proposals have been specifically requested in an Invitation for Bids.** If alternate bids/proposals are requested in an Invitation for Bids, the form of submission of such alternate bid and the conditions under which such alternate bids will be considered for award of a contract will be established in the Invitation.

Any Bidder who submits a bid incorporating an alternate proposal when alternate bids/proposals have not been requested in the Invitation for Bids shall have his/her bid rejected as non-responsive.

Any Bidder who submits a bid incorporating two (2) or more prices for an item or groups of items (unless such method of pricing is requested in the Invitation for Bids), or which imposes conditions for acceptance other than those established in the Invitation for Bids, shall have their bid rejected as non-responsive.

**20. SIGNING OF AGREEMENT**

When OWNER gives a Notice of Award to the successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds, Certificate of Insurance, and Power of Attorney. The OWNER will deliver one fully signed counterpart to CONTRACTOR at such time as it has been signed by the Mayor.

**21. ASSISTANCE TO BE OFFERED TO DISADVANTAGED BUSINESS**

## ENTERPRISE (DBE) CONTRACTORS

### I. Outreach

The Lexington-Fayette Urban County Government (LFUCG) maintains a data base of DBE companies. When a LFUCG construction project is advertised for bidding, notices are sent to the appropriate commodity code via email through LFUCG Ionwave electronic bidding system. The bid notices describe the project, indicate the deadline for submitting bids, and review the bonding assistance which is available. If you wish to be added to the LFUCG Ionwave database please register your company at <https://lexingtonky.ionwave.net>. If you wish to be added to the LFUCG DBE contractor mailing list, please contact:

Sherita Miller  
Minority Business Enterprise Liaison  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507  
[smiller@lexingtonky.gov](mailto:smiller@lexingtonky.gov)  
859-258-3323

### II. Eligibility for Bid Bond Assistance

In order to be eligible for any bid bonding assistance, a DBE construction company must be owned or controlled at the level of 51% or more, by a member or members of a minority group or females. Prior to receiving assistance, a statement providing evidence of ownership and control of the company by a member or members of a minority group or females must be signed by the OWNER or corporate officer and by an attorney or accountant and submitted to:

Sherita Miller  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507

### III. Subcontractors

The LFUCG will, upon request, assist prime contractors in the procurement of eligible DBE subcontractors in an effort to achieve the **ten percent (10%) minimum DBE goal**. The KYTC goal for the project is **five percent (5%)**.

For a list of eligible DBE subcontractors please contact:

Sherita Miller  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, Room 338  
Lexington, Kentucky 40507

#### IV. Questions

If you have questions or wish to have additional information, please contact:

Buyer for Project  
Division of Central Purchasing  
Lexington-Fayette Urban County Government  
200 East Main Street, 3<sup>rd</sup> Floor  
Lexington, Kentucky 40507  
(859) 258-3320

## 22. DBE PARTICIPATION GOALS

### A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Disadvantaged Business Enterprises (DBE) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established **5%** of total procurement costs as a Goal for participation of Disadvantaged Businesses Enterprise (DBE) on this contract.
- 3) DBE Subcontractors must be prequalified and certified with the Kentucky Transportation Cabinet at the time of bid if utilized as a DBE meeting the DBE Goal.
- 4) **It is therefore a request of each Bidder to include in its bid, the same goal (5%) for DBE participation and other requirements as outlined in this section.**

### B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all purchase orders submitted to DBE subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)

- 2) Replacement of a DBE subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another DBE Firm; this is subject to approval by the LFUCG. (See KYTC DBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
  - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested DBE subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

#### C. DEFINITIONS

- 1) A Disadvantaged Business Enterprise (DBE) is defined as a business which is certified as being at least 51% owned and operated by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage or by one or more Females.

#### D. OBLIGATION OF BIDDER

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for DBE subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) Part III The Form of Proposal, includes a section entitled “KENTUCKY TRANSPORTATION CABINET–DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS”. The applicable information must be completed and submitted as outlined in that document.
- 4) **Failure to submit this information as requested may be cause for rejection of bid.**

#### E. DOCUMENTATION REQUIRED

- 1) “KENTUCKY TRANSPORTATION CABINET–DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS”, located in Part III provides

instruction for contractors who do meet the DBE Goal and for contractors who do not meet the DBE Goal.

**23. REQUIRED SUBMITTALS**

The entire proposal must be completed and submitted or your bid may considered non-responsive and rejected.

Bidder's attention is drawn to the Form of Proposal, Part 12, "Certification of Bid Proposal/DBE." Failure to complete and sign this form *will* be cause to reject the bid.

END OF SECTION

**PART III**  
**FORM OF PROPOSAL**  
**INDEX**

1. FORM OF PROPOSAL
2. LEGAL STATUS OF BIDDER
3. BIDDERS AFFIDAVIT
4. BID SCHEDULE – SCHEDULE OF VALUES
5. STATEMENT OF BIDDER'S QUALIFICATIONS
6. LIST OF PROPOSED SUBCONTRACTORS
7. LIST OF MATERIALS /SUPPLIERS
8. DBE SUB-CONTRACTOR BIDDERS LIST
9. CERTIFICATION FOR FEDERAL-AID CONTRACTS
10. CERTIFICATION OF PERFORMANCE
11. CERTIFICATION OF ORGANIZATION(S)
12. CERTIFICATION OF BID PROPOSAL / DBE
13. KENTUCKY TRANSPORTATION CABINET–DISADVANTAGED BUSINESS  
ENTERPRISE PROVISIONS
14. NON-COLLUSION CERTIFICATION
15. STATEMENT OF EXPERIENCE
16. EQUAL OPPORTUNITY AGREEMENT
17. EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY
18. WORKFORCE ANALYSIS FORM
19. EVIDENCE OF INSURABILITY
20. DEBARRED FIRMS
21. DEBARMENT CERTIFICATION
22. PROVISIONS RELATIVE TO SENATE BILL 258 (1994)
23. EXECUTIVE BRANCH CODE OF ETHICS
24. LPA CHANGE ORDERS

**PART III**

**Invitation to Bid No. 156--2022**

**Mt Tabor Road Multimodal Improvements**

**1. FORM OF PROPOSAL**

Place: Lexington, Kentucky

Date: \_\_\_\_\_

The following Form of Proposal shall be followed exactly in submitting a proposal for this Work.

This Proposal Submitted by \_\_\_\_\_

\_\_\_\_\_  
(Name and Address of Bidding Contractor)

(Hereinafter called "Bidder"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as \_\_\_\_\_  
\_\_\_\_\_ "a corporation," "a partnership", or an "individual" as applicable.

To: Lexington-Fayette Urban County Government  
(Hereinafter called "OWNER")  
Office of the Director of Purchasing  
200 East Main Street, 3rd Floor  
Lexington, KY 40507

Gentlemen:

The Bidder, in compliance with your Invitation for Bids for the **Mt Tabor Road Multimodal Improvements** having examined the Plans and Specifications with related documents, having examined the site for proposed Work, and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the lump sum and/or unit prices stated hereinafter. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this proposal is a part.

BIDDER hereby agrees to commence work under this contract as to be specified in the Notice to Proceed and to fully complete the project within **one hundred and fifty (150)**

**consecutive calendar days** thereafter. BIDDER further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter.

The Bidder hereby acknowledges receipt of the following addenda:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Insert above the number and the date of any Addendum issued and received. If none has been issued and received, the word "NONE" should be inserted.

**2. LEGAL STATUS OF BIDDER**

Bidder \_\_\_\_\_

Date \_\_\_\_\_

\* 1. A corporation duly organized and doing business under the laws of the State of \_\_\_\_\_, for whom \_\_\_\_\_, bearing the official title of \_\_\_\_\_, whose signature is affixed to this Bid/Proposal, is duly authorized to execute contracts.

\* 2. A Partnership, all of the members of which, with addresses are: (Designate general partners as such)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\* 3. An individual, whose signature is affixed to this Bid/Proposal (please print name)

\_\_\_\_\_  
\_\_\_\_\_

\*(The Bidder shall fill out the appropriate form and strike out the other two.)

**3. BIDDERS AFFIDAVIT**

**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.



**BIDDERS AFFIDAVIT (LFUCG)**

Comes the Affiant, \_\_\_\_\_, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is \_\_\_\_\_ and he/she is the individual submitting the bid or is the authorized representative of \_\_\_\_\_, the entity submitting the bid (hereinafter referred to as "Bidder").
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as the "Ethics Act."
6. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Address \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Notary Public  
[seal of notary]

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

#### **4. BID SCHEDULE – SCHEDULE OF VALUES**

The Bidder agrees to perform all the Work described in the Specifications and shown on the Plans for the following proposed lump sum and/or unit prices, if applicable, which shall include the furnishing of all labor, materials, supplies, equipment and/or vehicle usage, services, all items of cost, overhead, taxes (federal, state, local), and profit for the Contractor and any Subcontractor involved, within the time set forth herein. If unit prices are applicable, Bidder must make the extensions and additions showing the total amount of bid.

If a discrepancy between the unit price and the item total exists, the unit price prevails except:

If the unit price is illegible, omitted, or the same as the item total, item total prevails and the unit price is the quotient of the item total and the quantity.

If the unit price and the item total are illegible or are omitted, the bid may be determined nonresponsive. If a lump sum total price is illegible or is omitted, the bid may be determined nonresponsive.

For a unit price based bid, the sum of the item totals is the bid amount the Division uses for bid comparison.

The LFUCG's decision on the bid amount is final.

The contract, if awarded, will be on the basis of materials and equipment specified in the specifications without consideration of possible substitute or "or equal" items.

The estimated quantities of items of unit price work are not guaranteed and are solely for the purpose of comparison of bids and determining an initial Contract price. Determination of the actual quantities and classification of unit price work performed by the Contractor will be made by the Engineer in accordance with the General Conditions.

To the subtotal of Items 1 through 58, the bidder may add up to a maximum 5% mobilization fee, and must add a minimum 1.5% demobilization fee.

#### **Payment:**

Accepted quantities for Work shall be paid for at their respective Contract "Unit Price" as quoted (which shall be for all Work required under this Section) and paid per "Unit To Bid On" of specified "Description" satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the Work.

#### **Digital Bid Submittals:**

**Pricing Must be Completed and Submitted as Excel Spreadsheet Provided in IonWave. Page P-11 must be signed, executed and submitted with bid or bid will be considered unresponsive.**

<b>Item No.</b>	<b>Spec Sec.</b>	<b>Revised Description</b>	<b>Quantity</b>	<b>Unit</b>
1	B	Maintain and Control Traffic	1	LS
2	D,E	Quality Control Services - Allowance	1	LS
3	1	Construction Staking	1	LS
4	2	Clearing and Grubbing	1	LS
5	3	Unclassified Excavation and Earthwork	1	LS
6	6	Remove and Replace 6 ft Wooden Fence	667	LF
7	6	Remove and Replace Wooden Plank Fence	412	LF
8	6	Remove and Replace 4 ft Wooden Picket Fence	106	LF
9	8	Dense Graded Aggregate	6745	Ton
10	9	No.2 Stone	500	Ton
11	9	No. 57 Stone	62	Ton
12	11	Formed Class A Concrete and Unfinished Conc.	10	CY
13	12	Sidewalk 4-1/2 in. Concrete	855	SY
14	13	8 in Concrete Entrance Pavement	146	SY
15	14	Sidewalk Ramps	56	SY
16	15	LFUCG Concrete Curb and Gutter, Type 1	2510	LF
17	17	Bituminous Base	2388	Ton
18	18	Class I Bituminous Surface	596	Ton
19	19	Bituminous Material for Tack Coat	6	Ton
20	21	LFUCG Curb Box Inlet - Type A	10	EA
21	21	LFUCG Curb Box Inlet - Type D	1	EA
22	22	Adjust Manhole	2	EA
23	22	Std. Manhole Frame and Cover	1	EA
24	22	LFUCG Storm Sewer Manhole Type A, 6 ft dia.	1	EA
25	25	12 in. PVC Pipe	12	LF
26	25	18 in RCP Storm Sewer	949	LF
27	32	Sodding/Fertilizing/Limestone Application	2782	SY
28	34	4" HDPE Underdrain Pipe	730	LF
29	41	Temporary Silt Fence	1261	LF
30	41	Storm Drain Inlet Protection - Silt Trap, Type C	13	EA
31	43	Edge Key	332	LF
32	46	Precast Modular Block Retaining Wall	2329	SF

<b>Item No.</b>	<b>Spec Sec.</b>	<b>Revised Description</b>	<b>Quantity</b>	<b>Unit</b>
33	49	Project Sign	2	EA
34	50	Roadway Signage	1	LS
35	51	42" High Steel Handrail w/ Pickets	356	LF
36	55	Imbedded Detectable Warnings - Install	60	SF
37	57	Broken White Line 6 in (2 ft seg, 6 ft skip)	676	LF
38	57	Dotted White Line - 4 in (3 ft seg, 8 ft skip)	231	LF
39	57	Lane Line White - 4 in Thermo	363	LF
40	57	Lane Line Yellow - 4 in Thermo	277	LF
41	57	Solid Yellow Line - Double 4 in Thermo	1053	LF
42	58	Pave Marking Thermo Enhanced X-Walk	677	SF
43	58	Pave Striping Perm Thermo 6 in White	2560	LF
44	59	Pave Marking - Thermo Bicycle Symbol	14	EA
45	59	Pave Marking – Pref Thermo Curved Arrow	10	EA
46	59	Pave Marking - Thermo “ONLY”	3	EA
47	59	Pave Marking – Thermo Stop Bar 24 in	91	EA
48	60	8 ft Concrete Wheel Stops	8	EA
49	46	4 ft Temporary Construction Safety Fence	139	LF
50	63	Conduit 2” (Rigid Steel)	67	LF
51	63	Conduit 2” (Schedule 40 PVC)	2485	LF
52	63	Electrical Junction Box	4	EA
53	63	Lighting Base	14	EA
54		Intentionally Left Blank		
55		Intentionally Left Blank		
56	63	Additional 2” PVC SCH 40	50	LF
57	63	Coupling, Conduit, PVC 2”	28	EA
58	61	Pavement Marker V – Bidirectional Yellow	30	EA
59		Mobilization (Max 5%)	1	LS
60		Demobilization (Min 1.5%)	1	LS
61	SC	Performance and Payment Bonds	1	LS

Submitted by:

\_\_\_\_\_  
*Firm*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*City, State & Zip*

***Bid must be signed:  
(original signature)***

\_\_\_\_\_  
***Signature of Authorized Company Representative – Title***

\_\_\_\_\_  
*Representative/s Name (Typed or Printed)*

\_\_\_\_\_  
*Area Code – Phone –Fax #*

\_\_\_\_\_  
*E-Mail Address*

**OFFICIAL ADDRESS:**

\_\_\_\_\_

.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Seal if Bid is by Corporation)

***By signing this form you agree to ALL terms, conditions, and associated forms in this bid package***

**5. STATEMENT OF BIDDER'S QUALIFICATIONS**

The following statement of the Bidder's qualifications is required to be filled in, executed, and submitted with the Proposal:

- 1. Name of Bidder: \_\_\_\_\_
  
- 2. Permanent Place of Business: \_\_\_\_\_
  
- 3. When Organized: \_\_\_\_\_
  
- 4. Where Incorporated: \_\_\_\_\_
- 5. Construction Plant and Equipment Available for this Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach Separate Sheet If Necessary)

- 6. Financial Condition:  
  
If specifically requested by the OWNER, the apparent low Bidder is required to submit its latest three (3) years audited financial statements to the OWNER'S Division of Central Purchasing within seven (7) calendar days following the bid opening.

- 7. In the event the Contract is awarded to the undersigned, surety bonds will be furnished by:

\_\_\_\_\_ (Surety)

Signed: \_\_\_\_\_ (Representative of Surety)

- 8. The following is a list of similar projects performed by the Bidder: (Attach separate sheet if necessary).

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

9. The Bidder has now under contract and bonded the following projects:

<u>NAME</u>	<u>LOCATION</u>	<u>CONTRACT SUM</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. List Key Bidder Personnel who will work on this Project.

<u>NAME</u>	<u>POSITION DESCRIPTION</u>	<u>NO. OF YEARS WITH BIDDER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. DBE Participation on current bonded projects under contract:

<u>SUBCONTRACTORS</u> <u>(LIST)</u>	<u>PROJECT</u> <u>(SPECIFIC TYPE)</u>	<u>DBE</u>	<u>% of WORK</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(USE ADDITIONAL SHEETS IF NECESSARY)

12. We acknowledge that, if we are the apparent low Bidder, we will submit to the OWNER within 7 calendar days following the Bid Opening, a sworn statement on the OWNER'S form regarding all current work on hand and under contract, and a statement on the OWNER'S form of the experience of our officers, office management and field management personnel. Additionally, if requested by the OWNER, we will within 7 days following the request submit audited financial statements and loss history for insurance claims for the 3 most recent years (or a lesser period stipulated by the OWNER)—all in accordance with the Bid Documents.

Respectfully submitted:

\_\_\_\_\_  
(Name of Contracting Firm)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE \_\_\_\_\_, 2022

**6. LIST OF PROPOSED SUBCONTRACTORS**

The following list of proposed subcontractors is required by the OWNER to be executed, completed and submitted with the BIDDER'S FORM OF PROPOSAL. All subcontractors are subject to approval of the Lexington-Fayette Urban County Government. Failure to submit this list completely filled out may be cause for rejection of bid.

<b><u>BRANCH OF WORK-LIST</u></b> <b><u>EACH MAJOR ITEM</u></b> Such as:	<b><u>SUBCONTRACTOR</u></b>	<b><u>DBE</u></b> <b><u>Yes/No</u></b>	<b><u>% of</u></b> <b><u>Work</u></b>
Concrete, bituminous paving, construction staking, etc.			
1. _____	Name: _____	_____	_____
	Address: _____		
2. _____	Name: _____	_____	_____
	Address: _____		
3. _____	Name: _____	_____	_____
	Address: _____		
4. _____	Name: _____	_____	_____
	Address: _____		
5. _____	Name: _____	_____	_____
	Address: _____		
6. _____	Name: _____	_____	_____
	Address: _____		
7. _____	Name: _____	_____	_____
	Address: _____		

(Attach additional sheet(s) if necessary.)

**7. LIST OF MATERIALS/ SUPPLIERS**

Bidders are hereby advised that this list must be complete and submitted with the Bid.

Listing "as per plans and specifications", will not be considered as sufficient identification. Where more than one "Make or Brand" is listed for any one item, the Owner has the right to select the one to be used.

Item	Brand Name, Manufacturer and/or Supplier
1. Concrete Supplier	<hr/>
2. Asphalt Supplier	<hr/>

END LIST OF MATERIALS AND EQUIPMENT

**8. DBE SUB-CONTRACTOR 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.

Project No.

List all quotes/bids received on this project.

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

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

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

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

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

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

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

**9. CERTIFICATION FOR FEDERAL-AID CONTRACT**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agent.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name of Officer or Authorized Agent) (Title)

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

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1) ), and must be submitted by bidders and proposed subcontractors only in connection with the contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EE0-1) is the only report required by the Executive Orders of their implementing regulation.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**11. CERTIFICATION OF ORGANIZATION(S)**

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: CM 3003-354

I, \_\_\_\_\_, \_\_\_\_\_  
(Name of officer or 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)

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

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

Exceptions:

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

\_\_\_\_\_  
(Name of Officer or Authorized Agent) (Title)

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

**12. CERTIFICATION OF BID PROPOSAL/DBE**

We (I) proposed to furnish all labor, equipment and material 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 4% 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 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)

\_\_\_\_\_  
(Name of Officer or Authorized Agent) (Title)

\_\_\_\_\_  
(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.

### **13. KENTUCKY TRANSPORTATION CABINET – DBE PROVISIONS**

#### **KENTUCKY TRANSPORTATION CABINET – DISADVANTAGED BUSINESS ENTERPRISE PROVISIONS**

##### **SECOND TIER SUBCONTRACTS**

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

##### **DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

It is the policy of the Lexington-Fayette Urban County Government ("LFUCG") that Disadvantaged Business Enterprises ("DBE") shall have the opportunity to participate in the performance of highway construction projects financed in whole or in part by Federal Funds in order to create a level playing field for all businesses who wish to contract with the LFUCG. To that end, the LFUCG 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 LFUCG, 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 LFUCG 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 LFUCG.

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

##### **DBE GOAL**

The Disadvantaged Business Enterprise (DBE) goal established for this contract by the Kentucky Transportation Cabinet is a five percent (5%) goal 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**

If a formal goal has not been designated for the contract, all contractors are expected to meet LFUCG 4% MWDBE goal, unless otherwise stated. Contractor shall also consider DBEs for subcontract work as well as for the supply of material and services needed to perform this work.

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

##### **CERTIFICATION OF CONTRACT GOAL**

Contractors shall include the following certification in bids for projects for which a DBE goal has been established. BIDS SUBMITTED WHICH DO NOT INCLUDE CERTIFICATION OF DBE PARTICIPATION WILL NOT BE ACCEPTED. These bids will not be considered for award by the LFUCG 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 KYTC \_\_\_\_\_ 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 Lexington-Fayette Urban County Government related to participation and **Kentucky Transportation Cabinet** pertaining to the DBE Program."

DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted.

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 5 days of the letting. This is necessary before the LFUCG Division of Central Purchasing will review and make a recommendation. The project will not be considered for award prior to submission and approval of the apparent low bidder's DBE Plan/Subcontractor Request.

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item, unit, quantity, unit price and total amount of the work to be performed by the individual DBE and the project bid number.
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows:
  - a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
    - The entire expenditure paid to a DBE manufacturer;
    - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
    - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
  - b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc;
  - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, the DBE's certificate of insurance, and the Required Affidavit of Bidders, Offerors, and Contractors from the DBE to the LFUCG Division of Central Purchasing. The Required Affidavit of Bidders, Offerors and Contractors is included with these bid documents and should be returned with your bid. If the DBE is a supplier of materials for the project, a signed purchase order and a Required Affidavit for Bidders, Offerors, and Contractors must be submitted to the LFUCG Division of Central Purchasing.

Changes to DBE Participation Plans or DBE substitutions must be approved by the LFUCG Division of Central Purchasing. The LFUCG 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 documentation to satisfy the LFUCG 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 bid date. DBEs utilized in achieving the DBE goal must be certified and pre-qualified for the work items at the time the bid is submitted. One complete set of this information must be received in the office of the LFUCG Division of Central Purchasing no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a sample representative letter along with a distribution list of the firms solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the LFUCG 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 Efforts documentation shall include, but may not be limited to information showing evidence of the following:

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

**Where the apparent lowest responsive bidder fails to submit sufficient participation by DBE firms to meet the contract goal and upon a determination by the LFUCG Division of Central Purchasing 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 with representatives from the Division of Central Purchasing. The bidder will be notified of the Division of Central Purchasing's decision within 24 hours of its decision. The bidder will have 24 hours to request reconsideration of Central Purchasing'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 Central Purchasing. The bidder will have the opportunity to present written documentation or argument concerning the issue of whether it met the goal or made an adequate good faith effort. The bidder will receive a written decision on the reconsideration explaining the basis for the finding that the bidder did or did not meet the goal or made adequate Good Faith efforts to do so.**

**The result of the reconsideration process is not administratively appealable to the LFUCG Division of Central Purchasing.**

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

- **The prime contractor will be required to pay the DBE within seven (7) working days after he or she has received payment from the LFUCG Division of Central Purchasing for work performed or materials furnished**

CONTRACTOR REPORTING All Contractors must report on their progress in meeting the DBE requirement on any construction contracts. 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 and show the documented proof.

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

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

**Photocopied payments and completed form to be submitted to:**

**Office of Civil Rights and Small  
Business Development 6<sup>th</sup> Floor  
West 200 Mero Street Frankfort, KY 40622**

DEFAULT OR DECERTIFICATION OF THE DBE

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

END OF SECTION







**14. NON-COLLUSION CERTIFICATION**

COMMONWEALTH OF KENTUCKY

COUNTY: FAYETTE

FED PROJECT NO: CM 3003 354

I, \_\_\_\_\_, \_\_\_\_\_,  
(Name of officer or Authorized Agent) (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.

---

(Name of Officer or Authorized Agent) (Title)

---

(Signature) (Date)

**15. STATEMENT OF EXPERIENCE**

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NAME OF INDIVIDUAL: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

STATEMENT OF EXPERIENCE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\* Include all officers, office management's, Affirmative Action officials, and field management personnel. (Attach separate sheets if necessary.)

## 16. EQUAL OPPORTUNITY AGREEMENT

### The Law

- \* Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- \* Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and subcontractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- \* Section 503 of the Rehabilitation Act of 1973 States:  
*The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.*
- \* Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal Contracts.
- \* Section 206 (A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:  
*The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.*

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors, and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractor may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

### Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped, and aged persons.

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Signature

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Name of Business

The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

The Kentucky equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any count, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

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, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contract will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities – Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor – Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 – 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

*Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.*

KRS 45.640 Minimum skills

*Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.*

It is recommended that all of the provisions quoted above to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

17. **EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of \_\_\_\_\_  
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

\_\_\_\_\_ has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Officer may be reached by calling \_\_\_\_\_.

Signature: \_\_\_\_\_  
(Bidding Contractor)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**18. WORKFORCE ANALYSIS FORM**

Name of Organization: \_\_\_\_\_

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators																	
Professionals																	
Superintendents																	
Supervisors																	
Foremen																	
Technicians																	
Protective Service																	
Para-Professionals																	
Office/Clerical																	
Skilled Craft																	
Service/Maintenance																	
<b>Total:</b>																	

Prepared by: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

*(Name and Title)*

**19. EVIDENCE OF INSURABILITY**

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT CONSTRUCTION PROJECT  
 (Use separate form for each Agency or Brokerage agreeing to provide coverage)

Names Insured: \_\_\_\_\_

Employee ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Project to be insured: \_\_\_\_\_

In lieu of obtaining certificates of insurance at this time, the undersigned agrees to provide the above Named Insured with the minimum coverage listed below. These are outlined in the Insurance and Risk Management of Part V (Special Conditions), including all requirements, and conditions:

Section Items	Coverage	Minimum Limits and Policy Requirements	Limits Provided To Insured	Name of Insurer	A.M. Best's	
					Code	Rating
SC-5, Section 1, Part 1.3 – see provisions	CGL	\$1,000,000 per occ. And \$2,000,000 aggregate	\$			
SC-5, Section 1, Part 1.3 – see provisions	AUTO	\$2,000,000/per occ.	\$			
SC-5, Section 1, Part 1.3 – see provisions	WC	Statutory w /endorsement as noted	\$			
SC-5, Section 1, Part 1.3 – see provisions	EXC	\$10,000,000/per occ.				

Section 2 includes required provisions, statements regarding insurance requirements, and the undersigned agrees to abide by all provisions for the coverage's checked above unless stated otherwise when submitting.

\_\_\_\_\_  
 Agency or Brokerage

\_\_\_\_\_  
 Name of Authorized Representative

\_\_\_\_\_  
 Street Address

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 City State Zip

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Telephone Number

\_\_\_\_\_  
 Date

NOTE: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of authorized representative of insurer.

**20. DEBARRED FIRMS**

**PROJECT NAME:** \_\_\_\_\_

**BID NUMBER:** \_\_\_\_\_

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LEXINGTON, KY**

All prime Contractors shall certify that Subcontractors have not and will not be awarded to any firms that has been debarred for noncompliance with the Federal Labor Standards, Title VI of the **Civil Rights Act of 1964 As Amended, Executive Order 11246 As Amended** or any other Federal Law.

All bidders shall complete the attached certification in duplicate and submit both copies to the Owner with the bid proposal. The Owner (grantee) shall transmit one copy to the Lexington-Fayette Urban County Government, Division of Community Development, within fourteen (14) days after bid opening.

The undersigned hereby certifies that the firm of \_\_\_\_\_ has not and will not award a subcontract, in connection with any contract award to it as the result of this bid, to any firm that has been debarred for noncompliance with the Federal labor Standards, Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any Federal Law.

\_\_\_\_\_  
Name of Firm Submitting Bid

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**21. DEBARMENT CERTIFICATION**

All contractors/subcontractors shall complete the following certification and submit it with the bid proposal.

The contractor/subcontractor certifies in accordance with Executive Order 12549 (Debarment and Suspension 2/18/86) that to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared negligible, or voluntarily excluded from covered transactions or contract by any Federal department or agency for noncompliance with the Federal Labor Standards, Title VI of the Civil Rights Act of 1964 as amended, Executive Order 11246 as amended or any other Federal law;
  - a) 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;
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(a) of this certification; and
  - c) Have not within a three year period preceding this bid has one or more public (Federal, State or local) transactions or contracts terminated for cause or default.
- 2) Where the contractor is unable to certify to any of the statements in this certification, such prospective contractors shall attach an explanation to this certification form.

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**22. PROVISIONS RELATIVE TO SENATE BILL 45A-485**

During the performance of the contract, the contractor agrees to comply with the 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 (5) years pursuant to the applicable statutes above are revealed as follows:

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**23. 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.

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Signature of Authorized Official

---

Title

---

Date

24. LPA CHANGE ORDERS

**KENTUCKY TRANSPORTATION CABINET**

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

lpa-DOH-chgord  
Mod 07/2/10

Page \_\_\_\_\_

Contract ID \_\_\_\_\_ Project Sponsor \_\_\_\_\_

Change Order No \_\_\_\_\_ County \_\_\_\_\_

Contractor \_\_\_\_\_ Project Number \_\_\_\_\_

Contractor \_\_\_\_\_ Project Name \_\_\_\_\_

Address \_\_\_\_\_

*Proposed Changes in Connection with Contract Items:*

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

Time Extension/Explanation: \_\_\_\_\_

*Total Amount*  

Reasons for Proposed Changes:

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

\_\_\_\_\_

Contractor

By: \_\_\_\_\_

Date

Requested \_\_\_\_\_ DATE

Project Engineer

Recommended \_\_\_\_\_ DATE

Chief District Engineer

Recommended \_\_\_\_\_ DATE

Deputy State Highway Engineer

Approved \_\_\_\_\_ DATE

LPA Signature Authority

\_\_\_\_\_ DATE

Title

Approved \_\_\_\_\_ DATE

State Highway Engineer

END OF SECTION

**PART IV**  
**GENERAL CONDITIONS**  
**TABLE OF CONTENTS**

Article Number	Title
1.	DEFINITIONS
2.	PRELIMINARY MATTERS
3.	CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE
4.	AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS
5.	CONTRACTOR'S RESPONSIBILITIES
6.	OTHER WORK
7.	OWNER'S RESPONSIBILITIES
8.	ENGINEER'S STATUS DURING CONSTRUCTION
9.	CHANGES IN THE WORK
10.	CHANGE OF CONTRACT PRICE
11.	CHANGE OF CONTRACT TIME
12.	WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK
13.	PAYMENTS TO CONTRACTOR AND COMPLETION
14.	SUSPENSION OF WORK AND TERMINATION
15.	MISCELLANEOUS

## DETAILED TABLE OF CONTENTS OF GENERAL CONDITIONS

1. Definitions
2. Preliminary Matters
  - 2.1 Delivery of Bonds
  - 2.2 Copies of Documents
  - 2.3 Commencement of Contract Time; Notice to Proceed
  - 2.4 Starting the Project
  - 2.5 Before Starting Construction
  - 2.6 Submittal of Schedules
  - 2.7 Preconstruction Conference
  - 2.8 Finalizing Schedules
3. Contract Documents, Intent, Conflicts, Amending, and Reuse
  - 3.1 General
  - 3.2 Intent
  - 3.3 Conflicts
  - 3.4 Amending and Supplementing Contract Documents
  - 3.5 Reuse of Documents
4. Availability of Lands, Physical Conditions, Reference Points
  - 4.1 Availability of Lands
  - 4.2 Physical Conditions
  - 4.3 Physical Conditions - Underground Facilities
  - 4.4 Reference Points
5. CONTRACTOR'S Responsibilities
  - 5.1 Supervision
  - 5.2 Superintendence
  - 5.3 Labor
  - 5.4 Start-Up and Completion of Work
  - 5.5 Materials and Equipment
  - 5.6 Adjusting Progress Schedule
  - 5.7 Substitutes or "Or-Equal" Items
  - 5.8 Subcontractors, Suppliers and Others
  - 5.9 Patent Fees and Royalties
  - 5.10 Permits
  - 5.11 Laws and Regulations
  - 5.12 Taxes
  - 5.13 Use of Premises

- 5.14 Record Drawings
- 5.15 Shop Drawings and Samples
- 5.16 Continuing the Work
- 5.17 Erosion and Sediment Control
  
- 6. Other Work
  - 6.1 Related Work at Site
  - 6.2 Other Contractors or Utility Owners
  - 6.3 Delays Caused By Others
  - 6.4 Coordination
  
- 7. OWNER'S Responsibilities
  - 7.1 Communications
  - 7.2 Data and Payments
  - 7.3 Lands, Easements, and Surveys
  - 7.4 Change Orders
  - 7.5 Inspections, Tests, and Approvals
  - 7.6 Stop or Suspend Work
  
- 8. ENGINEER'S Status During Construction
  - 8.1 OWNER'S Representative
  - 8.2 Visits to Site
  - 8.3 Project Representation
  - 8.4 Clarification and Interpretations
  - 8.5 Authorized Variations in Work
  - 8.6 Rejecting Defective Work
  - 8.7 Shop Drawings
  - 8.8 Change Orders
  - 8.9 Payments
  - 8.10 Determinations for Unit Prices
  - 8.11 Decisions on Disputes
  - 8.12 Limitations on ENGINEER'S Responsibilities
  
- 9. Changes in the Work
  - 9.1 OWNER May Order Changes
  - 9.2 Claims
  - 9.3 Work Not in Contract Documents
  - 9.4 Change Orders
  - 9.5 Notice of Change

10. Change of Contract Price
  - 10.1 Total Compensation
  - 10.2 Claim for Increase or Decrease in Price
  - 10.3 Value of Work
  - 10.4 Cost of the Work
  - 10.5 Not to Be Included in Cost of the Work
  - 10.6 CONTRACTOR'S Fee
  - 10.7 Itemized Cost Breakdown
  - 10.8 Cash Allowance
  - 10.9 Unit Price Work
  
11. Change of Contract Time
  - 11.1 Change Order
  - 11.2 Justification for Time Extension
  - 11.3 Time Limits
  
12. Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work
  - 12.1 Warranty and Guarantee
  - 12.2 Access to Work
  - 12.3 Tests and Inspections
  - 12.4 OWNER May Stop Work
  - 12.5 Correction or Removal of Defective Work
  - 12.6 One Year Correction Period
  - 12.7 Acceptance of Defective work
  - 12.8 Owner May Correct Defective Work
  
13. Payments to CONTRACTOR and Completion
  - 13.1 Schedule of Values
  - 13.2 Application for Progress Payments
  - 13.3 CONTRACTOR'S Warranty of Title
  - 13.4 Review of Application for Progress Payments
  - 13.5 Partial Utilization
  - 13.6 Final Inspection
  - 13.7 Final Application for Payment
  - 13.8 Final Payment and Acceptance
  - 13.9 CONTRACTOR'S Continuing Obligation
  - 13.10 Waiver of Claims

- 14. Suspension of Work and Termination
  - 14.1 OWNER May Suspend Work
  - 14.2 OWNER May Terminate
  - 14.3 CONTRACTOR'S Services Terminated
  - 14.4 Payment After Termination
  - 14.5 CONTRACTOR May Stop or Terminate
  
- 15. Miscellaneous
  - 15.1 Claims for Injury or Damage
  - 15.2 Non-Discrimination in Employment
  - 15.3 Temporary Street Closing or Blockage
  - 15.4 Percentage of Work Performed by Prime CONTRACTOR
  - 15.5 Clean-up
  - 15.6 General
  - 15.7 Debris Disposal

END OF SECTION

## PART IV

### GENERAL CONDITIONS

#### 1. DEFINITIONS

Wherever used in these General Conditions or the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

**1.1 Addenda**

Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bid Documents or the Contract Documents.

**1.2 Agreement**

The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

**1.3 Application for Payment**

The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

**1.4 Bid**

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

**1.5 Bidder**

An individual, partnership, or corporation, who submit a Bid for a prime contract with the OWNER, for the Work described in the proposed Contract Documents.

**1.6 Bonds**

Bid, performance and payment bonds and other instruments of security.

**1.7 Calendar Day**

A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

**1.8 Change Order**

A document recommended by ENGINEER, which is signed by CONTRACTOR and OWNER and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time, issued on or after the Effective Date of the Agreement.

**1.9 Contract Documents**

The Advertisement for Bidders, Information for Bidders, Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Special Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements.

**1.10 Contract Unit Price**

The monies payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement. Unit Prices are to be firm for the term of this Contract.

**1.11 Contract Time**

The number of consecutive calendar days between the date of issuance of the Notice to Proceed and the contract completion date.

**1.12 CONTRACTOR**

The person, firm or corporation with whom OWNER has entered into the Agreement.

**1.13 Defective**

An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER).

**1.13 Drawings**

The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

**1.15 Effective Date of the Agreement**

The date indicated in the Agreement on which it becomes effective.

**1.16 ENGINEER**

The authorized representative of the responsible division within the Lexington-Fayette Urban County Government.

**1.17 Field Order**

A documented order issued by ENGINEER which orders minor changes in the Work, but which does not involve a change in the Contract Price or the Contract Time.

**1.18 Giving Notice**

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

**1.19 Laws and Regulations**

Laws, rules, regulations, ordinances, codes and/or orders.

**1.20 Notice of Award**

The written notice by OWNER to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.

**1.21 Notice to Proceed**

A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform CONTRACTOR'S obligations under the Contract Documents.

**1.22 OWNER**

The Lexington-Fayette Urban County Government.

**1.23 Partial Utilization**

Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Completion for all the Work.

**1.24 Project**

The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

**1.25 Inspector**

The authorized representative of the ENGINEER who is assigned to the site or any part thereof.

**1.26 Shop Drawings**

All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

**1.27 Specifications**

Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

**1.28 Standard Specifications**

The "Standard Specifications for Road and Bridge Construction", Transportation Cabinet, Department of Highways, Commonwealth of Kentucky, current edition. MUTCD shall refer to the "Manual of Uniform Traffic Control Devices".

**1.29 Subcontractor**

An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

**1.30 Special Conditions**

The part of the Contract Documents which amends or supplements these General Conditions.

**1.31 Supplier**

A manufacturer, fabricator, supplier, distributor, materialman or vendor.

**1.32 Underground Facilities**

All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

**1.33 Unit Price Work**

Work to be paid for on the basis of unit prices.

**1.34 Work**

The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

**1.35 Time Period**

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by

the law of the applicable jurisdiction, such day will be omitted from the computation.

## **2. PRELIMINARY MATTERS**

### **2.1 Delivery of Bonds**

When the CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER, such Bonds, Insurance Certificate, and Power of Attorney as CONTRACTOR may be required to furnish.

### **2.2 Copies of Documents**

Owner shall furnish to CONTRACTOR up to three copies (unless otherwise specified in the Special Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **2.3 Commencement of Contract Time; Notice to Proceed**

The Contract Time will commence to run on the day specified in the Notice to Proceed.

### **2.4 Starting the Project**

CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

### **2.5 Before Starting Construction**

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

### **2.6 Submittal of Schedules**

Within ten days after the effective date of the Agreement (unless otherwise specified) CONTRACTOR shall submit to ENGINEER for review:

**2.6.1** an estimated progress schedule indicating the starting and completion dates of the various stages of the Work;

**2.6.2** a preliminary schedule of Shop Drawing submissions; and

**2.6.3** a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission.

**2.7 Preconstruction Conference**

Before CONTRACTOR starts the Work at the proposed site, a conference attended by CONTRACTOR, ENGINEER, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the Work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the DBE participation.

**2.8 Finalizing Schedules**

At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to ENGINEER as providing orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on ENGINEER responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility thereof. The finalized schedule of Shop Drawing submissions will be acceptable to ENGINEER as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to ENGINEER as to form and substance.

**3. CONTRACT DOCUMENTS: INTENT, CONFLICTS, AMENDING AND REUSE**

**3.1 General**

The Contract Documents comprise the entire agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

**3.2 Intent**

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract

Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided in paragraph 8.4.

### **3.3 Conflicts**

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to ENGINEER in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from ENGINEER; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the Contract Documents unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

In resolving such conflicts, errors and discrepancies, the documents shall be given precedence in the following order:

1. Agreement
2. Field and Change Orders
3. Addenda
4. Special Conditions
5. Instruction to Bidders
6. General Conditions
7. Specifications and Drawings

Figure dimension on drawings shall govern over scale dimensions and detailed Drawings shall govern over general Drawings.

### **3.4 Amending and Supplementing Contract Documents**

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof by means of a Change Order or a Field Order. Contract Price and Contract Time may only be changed by a Change Order.

### **3.5 Reuse of Documents**

Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

## **4. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS, REFERENCE POINTS**

### **4.1 Availability of Lands**

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11. ENGINEER shall determine if the claim is legitimate or not. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **4.2 Physical Conditions**

#### **4.2.1 Explorations and Reports**

Reference is made to the Special Conditions for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures

Reference is made to the Special Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3 which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions

If CONTRACTOR believes that:

4.2.3.1 any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected or referred to in the Contract Documents,

CONTRACTOR shall, promptly after becoming aware thereof and before performing and WORK in connection therewith (except in an emergency) notify OWNER and ENGINEER in writing about the inaccuracy or difference.

4.2.4 ENGINEER'S Review

Engineer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise CONTRACTOR of ENGINEER'S findings and conclusions.

4.2.5 Possible Document Change

If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments

In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

### **4.3 Physical Conditions-Underground Facilities**

#### **4.3.1 Shown or Indicated**

The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such underground facilities or by others. Unless it is otherwise expressly provided in the Special Conditions:

4.3.1.1 OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 CONTRACTOR shall have full responsibility for reviewing and checking all such information and data; for locating all underground facilities shown or indicated in the Contract Documents; for coordination of the Work with the owners of such underground facilities during construction; and for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

#### **4.3.2 Not Shown or Indicated**

If an underground facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency), identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the underground facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such underground facility. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any underground facility that was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of.

### **4.4 Reference Points**

OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER

whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by a Registered Land Surveyor.

## **5. CONTRACTOR'S RESPONSIBILITIES**

### **5.1 Supervision**

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall assure that all CONTRACTOR personnel (including subcontractors, etc.) conduct themselves in a courteous and respectful manner toward the ENGINEER and the general public. Failure to comply with this condition of the Contract will result in immediate suspension of the Work. Following a review by the Commissioner of Public Works, the Contract may be terminated (see GC section 14). CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

### **5.2 Superintendence**

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

### **5.3 Labor**

CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.

### **5.4 Start-Up and Completion of Work**

Unless otherwise specified, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction

equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

## **5.5 Materials and Equipment**

All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to ENGINEER, or any of ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

### **5.5.1 Not Clearly Specified or Indicated**

In all instances where materials specified are obtainable in different sizes, weights, trade grades, qualities or finishes, etc., whose weights, trade grades, qualities or finishes, etc., are not clearly specified or indicated on the Drawings, the CONTRACTOR shall notify the ENGINEER of all such instances at least five (5) days in advance of receiving the proposals. The Engineer will then determine which size, weight, trade grade, quality, finish, etc., is required.

### **5.5.2 Coordination of Work**

The CONTRACTOR shall see that for his own Work and for the work of each subcontractor, proper templates and patterns necessary for the coordination of the various parts of the Work are prepared. The CONTRACTOR shall furnish or require the Subcontractor to furnish such duplicates as will enable the Subcontractors to fit together and execute fully their respective portions of the Work.

## **5.6 Adjusting Progress Schedule**

CONTRACTOR shall submit to ENGINEER for acceptance (to the extent indicated in paragraph 2.8) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto.

## **5.7 Substitutes or “Or-Equal” Items**

### **5.7.1 General**

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other Suppliers may be accepted by OWNER/ENGINEER if sufficient information is submitted by CONTRACTOR to allow OWNER/ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by OWNER/ENGINEER will include the following. Requests for review of substitute items of material and equipment will not be accepted by OWNER/ENGINEER from anyone, other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to OWNER/ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by OWNER/ENGINEER in evaluating the proposed substitute. OWNER/ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S expense additional data about the proposed substitute.

#### 5.7.2 Substitutes

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to OWNER/ENGINEER, if CONTRACTOR submits sufficient information to allow OWNER/ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by OWNER/ENGINEER will be similar to that provided in paragraph 5.7.1 as applied by OWNER/ENGINEER.

5.7.3 OWNER/ENGINEER'S Approval

OWNER/ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. OWNER/ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without OWNER/ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute. OWNER/ENGINEER will record time required by OWNER/ENGINEER and OWNER/ENGINEER'S consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Contract Documents occasioned thereby. Whether or not OWNER/ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of OWNER/ENGINEER and OWNER/ENGINEER'S consultants for evaluating each proposed substitute.

**5.8 Subcontractors, Suppliers, and Others**

5.8.1 Acceptable to ENGINEER

CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to OWNER and ENGINEER as indicated in paragraph 5.8.2), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

5.8.2 Objection After Due Investigation

If the Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement for acceptance by OWNER and ENGINEER and if CONTRACTOR has submitted a list thereof, OWNER'S or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. No acceptance by OWNER or ENGINEER of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.

5.8.3 Contractor Responsible for Acts of Subcontractors

The CONTRACTOR shall perform on the site, and with its own organization, work equivalent to at least thirty (30) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the Urban County Engineer determines that the reduction would be to the advantage of the Urban County Government.

The CONTRACTOR shall, at the time he submits his proposal for the Contract, notify the OWNER in writing of the names of Subcontractors proposed for the Work. He shall not employ any Subcontractor without the prior written approval of the OWNER.

CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

5.8.4 Division of Specifications

The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

5.8.5 Agreement Between Contractor and Subcontractors

All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.

5.8.6 Statements and Comments by CONTRACTOR

Neither the CONTRACTOR, his employees, nor his subcontractors shall at any time make any statement or comment as to the project scope, nature, intention, design, or construction

method to any third party or parties without the explicit written consent of the OWNER.

Any third party requesting such information shall be referred to the OWNER or his representative.

Should there be any change from the original intent of the project as a result of any statement or comment by the contractor, his employees or subcontractors, contractor shall be held liable for any change in the scope, nature, design, or construction method and shall bear the full cost for the previously mentioned changes.

### **5.9 Patent Fees and Royalties**

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

### **5.10 Permits**

Unless otherwise provided in the Special conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. CONTRACTOR shall pay all charges of utility owners for connections to the Work, and OWNER shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

### **5.11 Laws and Regulations**

#### **5.11.1 CONTRACTOR to Comply**

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws and Regulations.

#### **5.11.2 Specifications and Drawings at Variance**

If CONTRACTOR observes that the Specifications or Drawings are at variance with any Laws or Regulations, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If

CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such Laws, or Regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws and Regulations.

Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

## **5.12 Taxes**

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. Any party, firm or individual submitting a proposal pursuant to invitation must have paid all taxes owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, and must maintain a "current" status in regard to those taxes throughout the Contract. If applicable, business must be licensed in Fayette County.

## **5.13 Use of Premises**

### **5.13.1 Project Site**

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the staging areas or work site areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER

to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

#### 5.13.2 Clean UP

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

#### 5.13.1 Loading of Structures

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

### **5.14 Record Drawings**

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings will be available to ENGINEER for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to ENGINEER for OWNER.

### **5.15 Shop Drawings and Samples**

#### 5.15.1 Shop Drawing Submittals

After checking and verifying all field measurements and after complying with applicable procedures specified, CONTRACTOR shall submit to ENGINEER for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.8), or for other appropriate action if so indicated in the Special Conditions, five copies (unless otherwise specified) of all Shop Drawings, which will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

5.15.2 Sample Submittals

CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

5.15.3 Review by CONTRACTOR

Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

5.15.4 Notice of Variation

At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review and approval of each such variation.

5.15.5 ENGINEER'S Approval

ENGINEER will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit, as required, new samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals.

5.15.6 Responsibility for Errors and Omissions

ENGINEER'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 5.15.4 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 5.15.3.

5.15.7 Cost of Related Work

Where a Shop or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

**5.16 Continuing the Work**

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolutions of any disputes or disagreements, except as permitted by paragraph 14.5 or as CONTRACTOR and OWNER may otherwise agree in writing.

**5.17 Erosion and Sediment Control**

5.17.1 General Environmental Requirements

The CONTRACTOR and Subcontractors performing work on projects on behalf of the OWNER shall comply with all applicable federal, state, and local environmental regulations and all requirements and conditions set forth in "special" permits including but not limited to Corp of Engineers 404 permits, 401 Water Quality Certifications, Stream Crossing and Floodplain Encroachment Permits.

Any fines or penalties resulting from the failure to comply with the terms of the federal, state or local permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

5.17.2 Stormwater Pollution Prevention

A. The CONTRACTOR shall exercise due care to prevent or minimize any damage to any stream or wetland from pollution by debris, sediment or other material. The operation of equipment and/or materials in a jurisdictional wetland is expressly prohibited. Water that has been used for washing or processing, or that contains oils, sediments or other pollutants shall not be discharged from the job site. Such waters shall be

collected and properly disposed of by the CONTRACTOR in accordance with applicable local, state and federal law.

B. The CONTRACTOR is solely responsible for securing all required state and local permits associated with stormwater discharges from the project including, but not necessarily limited to the KY Notice of Intent to Disturb (NOI) for Coverage of Storm Water Discharges Associated with Construction Activities under the KPDES Storm Water General Permit KYR100000 and the LFUCG, Land Disturbance Permit. Permit application preparation and all required documentation are the responsibility of the CONTRACTOR. The CONTRACTOR is solely responsible for maintaining compliance with the stormwater pollution prevention plan or erosion and sediment control plan and ensuring the following:

- a. That the Stormwater Pollution Prevention Plan (SWPPP) or erosion control plan is current and available for review on site;
- b. That any and all stormwater inspection reports required by the permit are conducted by qualified personnel and are available for review onsite; and
- c. That all best management practices (BMPs) are adequately maintained and effective at controlling erosion and preventing sediment from leaving the site.

C. The CONTRACTOR shall provide the necessary equipment and personnel to perform any and all emergency measures that may be required to contain any spillage or leakage and to remove materials, soils or liquids that become contaminated. The collected spill material shall be properly disposed at the CONTRACTOR's expense.

D. Upon completion of the work and with the concurrence of the OWNER, the CONTRACTOR must file a Notice of Termination (NOT) of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity with the appropriate local and state authorities.

E. Any fines or penalties resulting from the failure to comply with the terms of the state or local stormwater permits or perform necessary corrective action are solely the obligation of the CONTRACTOR.

## **6. OTHER WORK**

### **6.1 Related Work at Site**

OWNER may perform other work related to the Project at the site by OWNER'S own forces, have other work performed by utility owners or let other direct contracts

therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if such performance will involve additional expense to CONTRACTOR or requires additional time, a Change Order to the Contract will be negotiated.

**6.2 Other Contractors or Utility Owners**

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

**6.3 Delays Caused by Others**

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

**6.4 Coordination**

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Special Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Special Conditions.

**7. OWNER'S RESPONSIBILITIES**

**7.1 Communications**

OWNER shall issue all communications to CONTRACTOR through ENGINEER.

**7.2 Data and Payments**

OWNER shall furnish the data required of OWNER under the Contract Documents promptly after they are due.

**7.3 Lands, Easements, and Surveys**

OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

**7.4 Change Orders**

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

**7.5 Inspections, Tests and Approvals**

OWNER'S responsibility in respect to certain inspections, tests and approvals is set forth in paragraph 13.3.

**7.6 Stop or Suspend Work**

In connection with OWNER'S right to stop Work or suspend Work, see paragraph 12.4 and 14.1 Paragraph 14.2 deals with OWNER'S rights to terminate services of CONTRACTOR under certain circumstances.

**8. ENGINEER'S STATUS DURING CONSTRUCTION**

**8.1 OWNER'S Representative**

ENGINEER will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

**8.2 Visits to Site**

ENGINEER will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER'S efforts will be directed toward providing for OWNER a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

**8.3 Project Representation**

ENGINEER will provide an Inspector to assist ENGINEER in observing the performance of the Work. If OWNER designates another agent to represent OWNER at the site who is not ENGINEER'S agent or employee, the duties, responsibilities and limitations of authority of such other person will be as provided in the Special Conditions.

**8.4 Clarifications and Interpretations**

ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

**8.5 Authorized Variations in Work**

ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

**8.6 Rejecting Defective Work**

ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 12.3, whether or not the Work is fabricated, installed or completed.

**8.7 Shop Drawings**

In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 5.15.1 through 5.16 inclusive.

**8.8 Change Orders**

In connection with ENGINEER'S responsibilities as to Change Orders, see Articles 10, 11 and 12.

**8.9 Payments**

In connection with ENGINEER'S responsibilities with respect to Applications for Payment, etc., see Article 13.

**8.10 Determinations for Unit Prices**

ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR.

ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise).

#### **8.11 Decision on Disputes**

ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 10 and 11 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER within sixty days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

#### **8.12 Limitations on Engineer's Responsibilities**

##### **8.12.1 CONTRACTOR, Supplier, or Surety**

Neither ENGINEER'S authority to act under this Article 8 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

##### **8.12.2 To Evaluate the Work**

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives or like "effect" or "import" are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12.3 or 8.12.4.

8.12.3 CONTRACTOR'S Means, Methods, Etc.

ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

8.12.4 Acts of Omissions of CONTRACTOR

ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**9. CHANGES IN THE WORK**

**9.1 OWNER May Order Change**

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Change Order. Upon receipt of such notice, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

**9.2 Claims**

Claims for an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Change Order will be settled as provided for in Article 10 or Article 11.

**9.3 Work Not in Contract Documents**

CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.4, except in the case of an emergency and except in the case of uncovering Work as provided in paragraph 12.3.4.

**9.4 Change Orders**

OWNER and CONTRACTOR shall execute appropriate Change Orders covering:

9.4.1 changes in the Work which are ordered by OWNER pursuant to paragraph 9.1, are required because of acceptance of defective Work under paragraph 12.7 or corrective defective Work under paragraph 12.8, or are agreed to by the parties;

9.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and

9.4.3 changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and REGULATIONS, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.16.

**9.5 Notice of Change**

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

**10. CHANGE OF CONTRACT PRICE**

**10.1 Total Compensation**

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

**10.2 Claim for Increase or Decrease in Price**

The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the CONTRACTOR to the ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR is entitled as a result of the occurrence of said event.

**10.3 Value of Work**

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

**10.3.1 Unit Prices**

Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1. through 10.9.3, inclusive).

#### 10.3.2 Lump Sum

By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2.1).

#### 10.3.3 Cost Plus Fee

On the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraphs 10.6 and 10.7).

### **10.4 Cost of the Work**

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project; shall include only the following items; and shall not include any of the costs itemized in paragraph 10.5:

#### 10.4.1 Payroll Costs

Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by OWNER.

#### 10.4.2 Materials and Equipment Costs

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.

#### 10.4.3 Subcontractor Costs

Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

#### 10.4.4 Special Consultant Costs

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

#### 10.4.5 Supplemental Costs

10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal shall be in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.

10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

10.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by OWNER), provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR'S fee. If, however, any such loss or damage requires reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid a fee proportionate to that stated in paragraph 10.6.2 for services.

10.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

10.4.5.8 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

10.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by OWNER.

## **10.5 Not to Be Included in Cost of the Work**

The term Cost of the Work shall not include any of the following:

10.5.1 Costs of Officers and Executives

Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 or specifically covered by paragraph 10.4.4 - all of which are to be considered administrative costs covered by the CONTRACTOR'S fee.

10.5.2 Principal Office

Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

10.5.3 Capital Expense

Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

10.5.4 Bonds and Insurance

Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.9 above).

10.5.5 Costs Due to Negligence

Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

10.5.6 Other Costs

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

**10.6 Contractor's Fee**

The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 a mutually acceptable fixed fee; or if none can be agreed upon,

10.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

10.6.2.1 for costs incurred under paragraphs 10.4.1 and 10.4.2, the CONTRACTOR'S fee shall be fifteen percent;

10.6.2.2 for costs incurred under paragraph 10.4.3, the CONTRACTOR'S fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a fee, the maximum allowable to CONTRACTOR on account of overhead and profit of all Subcontractors shall be fifteen percent;

10.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.4 the amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

10.6.2.5 when both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S fee shall be computed on the basis of the net change in accordance with paragraphs 10.6.2.1 through 10.6.2.4, inclusive.

## **10.7 Itemized Cost Breakdown**

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 or 10.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

## **10.8 Cash Allowances**

It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to ENGINEER, CONTRACTOR agrees that:

### **10.8.1 Materials and Equipment**

The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

### **10.8.2 Other Costs**

CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

10.8.3 Change Order

Prior to final payment, an appropriate Change Order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

**10.9 Unit Price Work**

10.9.1 General

Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 8.10.

10.9.2 Overhead and Profit

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 Claim for Increase in Unit Price

Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 10.

**11. CHANGE OF CONTRACT TIME**

**11.1 Change Order**

The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the Contract Time shall be based on written notice

delivered to ENGINEER promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by ENGINEER in accordance with paragraph 8.11. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 11.1.

**11.2 Justification for Time Extensions**

The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefore as provided in paragraph 11.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 6, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

**11.3 Time Limits**

All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 11 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

**12. WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

**12.1 Warranty and Guarantee**

CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 12.

**12.2 Access to Work**

ENGINEER and ENGINEER'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

## 12.3 Tests and Inspections

### 12.3.1 Timely Notice

CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

### 12.3.2 Requirements and Responsibilities

The ENGINEER may require such inspection and testing during the course of the Work as he/she deems necessary to ascertain and assure the integrity and acceptable quality of the materials incorporated and the work performed. Inspection presence may be either full-time or intermittent, and neither the presence nor absence at any time of the ENGINEER or the INSPECTOR shall relieve the CONTRACTOR of sole responsibility for the acceptability and integrity of the Work or any part thereof.

The costs of sampling, testing, and inspection on-site to ascertain acceptability of the Work and materials will be borne by the OWNER except as otherwise provided. The OWNER will select a testing laboratory to perform such sampling and testing. Sampling and/or testing required by the CONTRACTOR or necessitated by failure of Work or materials to meet the above acceptability test shall be at the expense of the CONTRACTOR.

Inspection services may be performed by the employees of the OWNER or by others selected or designated by the OWNER or the ENGINEER.

Sampling and/or testing required for manufacturing quality and/or process control, for certification that raw mineral materials or manufactured products are the quality specified in the contract, or to assure the acceptability for incorporation into the Work shall be borne by the CONTRACTOR or the material supplier.

Cost for inspection, sampling, testing, and approvals required by the laws or regulations of any public body having competent jurisdiction shall be borne by the CONTRACTOR or the material supplier.

Sampling and testing will be in accord with pertinent codes and regulations and with appropriate standards of the American Society of Testing Materials or other specified standards.

### 12.3.3 On-Site Construction Test and Other Testing

All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR (or by ENGINEER if so specified).

#### 12.3.4 Covered Work

If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

#### 12.3.5 CONTRACTOR'S Obligation

Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents.

### **12.4 OWNER May Stop the Work**

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

### **12.5 Correction or Removal of Defective Work**

If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

### **12.6 One Year Correction Period**

If within one year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and

other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Change Order.

#### **12.7 Acceptance of Defective Work**

If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to OWNER'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals).

#### **12.8 OWNER May Correct Defective Work**

If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 12.5, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of OWNER in exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and OWNER shall be entitled to an appropriate decrease in the Contract Price. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

## **13. PAYMENTS TO CONTRACTOR AND COMPLETION**

### **13.1 Schedule of Values**

The schedule of values established as provided in paragraph 2.8 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

### **13.2 Application for Progress Payment**

At least ten days before each progress payment is scheduled (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that OWNER has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. OWNER shall, within thirty (30) calendar days of presentation to him of an approved Application for Payment, pay CONTRACTOR the amount approved by ENGINEER.

### **13.3 CONTRACTOR'S Warranty of Title**

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

### **13.4 Review of Applications for Progress Payment**

#### **13.4.1 Submission of Application for Payment**

ENGINEER will, after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

#### **13.4.2 ENGINEER'S Recommendation**

ENGINEER may refuse to recommend the whole or any part of any payment, if, in ENGINEER'S opinion, it would be incorrect to make such

representations to OWNER. ENGINEER may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect OWNER from loss because:

13.4.2.1 the Work is defective, or completed Work has been damaged requiring correction or replacement;

13.4.2.2 the Contract Price has been reduced by Written Amendment or Change Order;

13.4.2.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.8; or

13.4.2.4 of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.9 inclusive.

### **13.5 Partial Utilization**

OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use and has been completed. If CONTRACTOR agrees, CONTRACTOR will certify to OWNER that said part of the Work is complete and request that a Certificate of Completion be issued for that part of the Work.

### **13.6 Final Inspection**

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

### **13.7 Final Application for Payment**

After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 5.14) and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 13.10), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish

receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

## **13.8 Final Payment and Acceptance**

### **13.8.1 ENGINEER'S Approval**

If, on the basis of ENGINEER'S observation of the Work during construction and final inspection, and ENGINEER'S review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, ENGINEER will, after receipt of the final Application for Payment, indicate in writing ENGINEER'S recommendation of payment and present the Application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable, subject to the provisions of paragraph 13.10. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

### **13.8.2 Delay in Completion of Work**

If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed, OWNER shall, upon receipt of CONTRACTOR'S final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 10 of Part II, Information for Bidders, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

### **13.8.3 Retainage**

**Retainage is not applicable to this project.**

**13.9 CONTRACTOR'S Continuing Obligation**

CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents (except as provided in paragraph 13.10).

**13.10 Waiver of Claims**

The making and acceptance of final payment will constitute:

**13.10.1** a waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

**13.10.2** a waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

**14. SUSPENSION OF WORK AND TERMINATION**

**14.1 OWNER May Suspend Work**

OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

**14.2 OWNER May Terminate**

The OWNER may terminate the Work upon the occurrence of any one or more of the following events:

**14.2.1** if CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by

filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

**14.2.2** if a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

**14.2.3** if CONTRACTOR makes a general assignment for the benefit of creditors;

**14.2.4** if a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

**14.2.5** if CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

**14.2.6** if CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.8 as revised from time to time);

**14.2.7** if CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

**14.2.8** if CONTRACTOR disregards the authority of ENGINEER, or

**14.2.9** if CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents;

OWNER may, after giving CONTRACTOR (and the surety) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the

Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

**14.2.10** If safety violations are observed and brought to the Contractors attention and Contractor fails to take immediate corrective measures or for any repeat of similar safety violations, Owner will order an immediate termination of contract. Note: it is the Contractor's responsibility to know proper safety measures as they pertain to construction and OSHA.

**14.2.11** This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.

**14.2.12** This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.

**14.3 CONTRACTOR'S Services Terminated**

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

**14.4 Payment After Termination**

Upon seven days' written notice to CONTRACTOR, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

**14.5 CONTRACTOR May Stop Work or Terminate**

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within sixty days after it is submitted, or OWNER fails for sixty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days' written notice to OWNER and ENGINEER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 5.16 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

**15. MISCELLANEOUS**

**15.1 Claims for Injury or Damage**

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 15.1 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

**15.2 Non-Discrimination in Employment**

The CONTRACTOR shall comply with the following requirements prohibiting discrimination:

**15.2.1** That no person (as defined in **KRS 344.010**) shall bid on Lexington-Fayette Urban County Government construction projects, or bid to furnish materials or supplies to the Lexington-Fayette Urban County Government, if, within six months prior to the time of opening of bids, said person shall have been found, by declamatory judgment action in Fayette Circuit Court, to be presently engaging in an unlawful practice, as hereinafter defined. Such declamatory judgment action may be brought by an aggrieved individual or upon an allegation that an effort at conciliation pursuant to KRS 344.200 has been attempted and failed, by the Lexington-Fayette County Human Rights Commission.

**15.2.2** That it is an unlawful practice for an employer:

**15.2.2.1** to fail or refuse to hire, or to discharge any individual or otherwise to discriminate against an individual, with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, or national origin; or

**15.2.2.2** to 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 sex, race, color, religion, age, or national origin.

**15.2.3** That it is an unlawful practice for an employer, labor organization, or joint-labor management committee controlling apprenticeship or other training or retraining, including on-the-job training programs to discriminate against an individual because of his race, color, religion, sex, age, or national origin in admission to, or employment in, any program established to provide apprenticeship or other training.

**15.2.4** That a copy of this Ordinance shall be furnished all suppliers and made a part of all bid specifications.

**15.2.5** This Ordinance shall take effect after it is signed, published and recorded, as required by law.

**15.3 Temporary Street Closing or Blockage**

The CONTRACTOR will notify the ENGINEER at least 72 hours prior to making any temporary street closing or blockage. This will permit orderly notification to all concerned public agencies. Specific details and restrictions on street closure or blockage are contained in the Special Conditions.

**15.4 Percentage of Work Performed by prime CONTRACTOR**

The CONTRACTOR shall perform on site, and with its own organization, Work equivalent to at least thirty (30%) percent of the total amount of Work to be performed under the Contract. This percentage may be reduced by a supplemental agreement to this Contract if, during performing the Work, the CONTRACTOR requests a reduction and the ENGINEER determines that the reduction would be to the advantage of the OWNER.

**15.5 Clean-up**

Clean-up shall progress, to the greatest degree practicable, throughout the course of the Work. The Work will not be considered as completed, and final payment will not be made, until the right-of-way and all ground occupied or affected by the

Contractor in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of, off of the project site, in an acceptable manner. All property, both public and private, which has been damaged in the prosecution of the Work, shall be restored in an acceptable manner. All areas shall be draining, and all drainage ways shall be left unobstructed, and in such a condition that drift will not collect or scour be induced.

#### **15.6 General**

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 12.1, 12.3.5, 13.3, and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

#### **15.7 Debris Disposal**

For all LFUCG projects any trash, construction demolition debris, yard waste, dirt or debris of any kind that is removed from the project site must be disposed of in accordance with local, state, and federal regulations. The disposal site or facility must be approved in advance by the LFUCG and disposal documentation is required. The Contractor will be responsible for payment of any fines associated with improper disposal of material removed from the project site.

END OF SECTION

**PART V**  
**SPECIAL CONDITIONS**

**INDEX**

1. REQUIRED RISK MANAGEMENT PROVISIONS
2. BLASTING
3. LABOR/EQUAL EMPLOYMENT OPPORTUNITY
4. FAILURE TO COMPLETE WORK ON TIME
5. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING
6. KY DIVISION OF WATER/EPA PERMITS
7. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS
8. SPECIAL UTILITY NOTES
9. WEATHER RELATED DELAYS
10. COMMUNICATING ALL PROMISES
11. STANDARD SPECIAL PROVISIONS  
(Payment of Predetermined Minimum Wage, Statements and Payrolls)
12. ADDITIONAL NOTES
13. PLAN MODIFICATIONS
14. FEDERAL WAGE RATES

1.

**RISK MANAGEMENT PROVISIONS  
INSURANCE AND INDEMNIFICATION**

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**1.1 INDEMNIFICATION AND HOLD HARMLESS PROVISION**

- (1) It is understood and agreed by the parties that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "CONTRACTOR") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) CONTRACTOR shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by CONTRACTOR's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the CONTRACTOR; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. CONTRACTOR acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the CONTRACTOR in any manner.
- (6) JM Crawford & Associates provided design services for the Project, which included preparation of Contract Documents. JM Crawford & Associates shall be provided with the same indemnification by CONTRACTOR as is provided for the

OWNER in the Contract Documents. Excepting those noted above, no other duties or responsibilities shall be construed from the Contract Documents as being the obligation of JM Crawford & Associates.

**1.2 FINANCIAL RESPONSIBILITY**

BIDDER/CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

**1.3 INSURANCE REQUIREMENTS**

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

BIDDER/CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	\$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$100,000.00
Excess/Umbrella Liability	\$10 million

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly

filed and approved by the Department of Insurance for the Commonwealth of Kentucky (DOI). LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.

- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless deemed not to apply by LFUCG.
- d. The General Liability Policy shall include an Explosion-Collapse Underground (XCU) endorsement
- e. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- f. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

#### Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

#### Deductibles and Self-Insured Programs

**IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of BIDDER/CONTRACTOR's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If BIDDER/CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, BIDDER/CONTRACTOR

agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

#### Safety and Loss Control

CONTRACTOR shall comply with all applicable federal, state, and local safety standards related to the performance of its works or services under this Agreement and take necessary action to protect the life, health and safety and property of all of its personnel on the job site, the public, and LFUCG.

#### Verification of Coverage

BIDDER/CONTRACTOR agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

#### Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

#### Additional Insured Endorsement

CONTRACTOR shall purchase and maintain liability insurance, as described above, specially naming as additional insureds OWNER, ENGINEER, and JM Crawford & Associates as well as other individuals or entities identified, using Additional Insurance Endorsement Form CG 20 26 07 04, CG 81 11 05 06, CG 20 10 07 04, or equivalent form. General liability policies shall also be endorsed with Form CG 20 37 07 04 to include the "products-completed operations hazard." Endorsements or General Liability policy shall

not exclude supervisory or inspection services. CONTRACTOR shall also provide an Additional Insured Endorsement for the automobile policy.

CONTRACTOR shall, prior to the start of any work on the project by a subcontractor receive: (1) certificate of insurance from each subcontractor naming OWNER, ENGINEER, and JM Crawford & Associates as well as other individuals or entities so identified as an additional insured, under each subcontractor's general liability for policy; and (2) the Additional Insured Endorsement language as required by paragraph 1 for subcontractor's operations. Certificate shall be Acord 25-S or equivalent.

That failure of CONTRACTOR or subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by OWNER, ENGINEER, and JM Crawford & Associates as well as other individuals and entities so identified.

#### **1.4 DEFAULT**

BIDDER/CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging BIDDER/CONTRACTOR for any such insurance premiums purchased, or suspending or terminating the work.

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## **2. BLASTING**

Blasting is NOT allowed on this project.

**3. LABOR/EQUAL EMPLOYMENT OPPORTUNITY INFORMATION PACKAGE**

**SPECIAL CONDITIONS  
LABOR/EQUAL EMPLOYMENT OPPORTUNITY  
INFORMATION PACKAGE**

**FOR  
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
LINDA GORTON, MAYOR**

## LABOR/EEO CONDITIONS INDEX

PROJECT NAME: \_\_\_\_\_

BID NO. \_\_\_\_\_

### ITEM DESCRIPTION

REQUIRED CONTRACT PROVISIONS FORM FHWA-1273  
COMPLIANCE WITH EXECUTIVE ORDER 11246  
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
OPPORTUNITY (EXECUTIVE ORDER 11246)  
REPORTING REQUIREMENTS  
PATENT RIGHT REQUIREMENTS  
COPYRIGHT REQUIREMENTS  
ACCESS TO RECORDS REQUIREMENTS AND RECORD RETENTION  
REQUIREMENTS  
CONTRACT AWARD RESTRICTIONS TO FOREIGN COUNTRIES  
KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT  
OTHER FEDERAL REQUIREMENTS  
PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
COMPLIANCE WITH CLEAN AIR AND WATER ACTS  
ENERGY EFFICIENCY REQUIREMENTS  
LEAD-BASED PAINT CONSIDERATIONS  
POTENTIAL DBE CONTRACTOR'S LIST CONTACT  
EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION  
DEBARMENT CERTIFICATION (TO BE COMPLETED AND/OR SIGNED)  
FEDERAL WAGE SCALE

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

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).

ATTACHMENTS

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

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.

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).

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.

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.

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

functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

##### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

the plan approved by the Employment and Training Administration.

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

property in connection with the performance of the work covered by the contract.

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

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

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an

erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

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

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

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

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

transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in

covered transactions by any Federal department or agency;

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

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

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

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

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

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

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

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

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

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

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

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

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

tier covered transactions exceeding the \$25,000 threshold.

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

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

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

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

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

transactions by any Federal department or agency.

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

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

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or

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

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

## COMPLIANCE WITH EXECUTIVE ORDER 11246

### 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.

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 Opportunity Construction Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	Goals for minority	Goals for female
Current	participation for each trade 10.8%	participation in each trade 6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area, whether or not it is federally assisted.

The Contractor's compliance with the Executive Order and the regulations in 41 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 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 10 working days of award of any construction subcontract in excess of \$10,000 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; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the State of Kentucky, County of Fayette, City of Lexington.

## REPORTING REQUIREMENTS

### **Notice of awarding agency requirements and regulations pertaining to reporting.**

#### **A. Preconstruction Conference**

Before Contractor starts the work at the proposed site, a conference attended by the Contractor, Engineer/Architect, Contract Compliance Officer, and other appropriate parties will be held to discuss the following issues: (1) The scheduling of the work to be completed; (2) The procedures for handling shop drawings and other submittals; (3) The processing of applications for payment; (4) The establishment of an understanding among the involved parties in regard to the proposed project; and (5) The establishment of procedures for effectively implementing the minimum DBE goals.

#### **B. Documents Required of Contractor**

Documentation showing the percentage of the DBE employment levels on each project of the Bidder's current work force, and DBE participation levels for Subcontractors.

#### **C. Optional Owner Requirements**

The Owner, at its discretion, may require the Contractor to provide: (1) financial security in amounts and kind deemed necessary by the Owner or require other financial security to meet the financial responsibility requirements of the Contractor to indemnify the Owner; (2) Additional information and/or DBE work data, as well as DBE participation data.

## PATENT RIGHT REQUIREMENTS

**Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

### **§ 401.14 STANDARD PATENT RIGHTS CLAUSES**

The following is the standard patent rights clause to be used as specified in §401.3(a).

#### *Patent Rights (Small Business Firms and Nonprofit Organizations)*

##### A. Definitions

1. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
2. "Subject invention" means any invention of the **contractor** conceived or first actually reduced to practice in the performance of work under this **contract**, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of **contract** performance.
3. "Practical Application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. "Made" when used in relation to any invention means the conception or first actual reduction to practice such invention.
5. "Small Business Firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. "Nonprofit Organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of

the Internal Revenue Code (25 U.S.C 501 (a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

B. Allocation of Principal Rights

1. The **Contractor** may retain the entire right, title, and interest throughout the world to each subject invention, subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the **Contractor** retains title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

C. Invention Disclosure, Election of Title and Filing of Patent Application by **Contractor**.

1. The **Contractor** will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to **contractor** personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The Contractor will convey to the Federal agency, upon written request, title to any subject invention--

1. If the contractor fails to disclose or elect title to the subject invention within the times specified in (C), above, or elects not to retain title; provided that the agency may only request title within 60 days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the contractor fails to file patent applications within the times specified in (C) above; provided, however, that if the contractor has filed a patent application in a country after the times specified in (C) above, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.
3. In any country in which the contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (C), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the contractor's business to which the invention pertains.
2. The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

3. Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (D) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (C), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (C)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

## G. Subcontracts

1. The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontractor, obtain rights in the subcontractor's subject inventions.
2. The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).
3. In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (J) of this clause.

## H. Reporting Utilization of Subject Inventions

1. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (J) of this clause. As required by 35 U.S.C. 202 (C)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

## I. Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licensees that

would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees:
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or
4. Such action is necessary because the agreement required by paragraph (I) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor.
2. The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

3. The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requires of this paragraph (K)(4).

1. Communication

(Complete According to Instruction at 401.5(b))

(b) When the Department of Energy (DOE) determines to use alternative provisions under § 401.3(a)(4), the standard clause at § 401.14(a), above, shall be used with the following modifications unless a substitute clause is drafted by DOE:

- (1) The title of the clause shall be changed to read as follows: Patent Rights to Nonprofit DOE Facility Operators

- (2) Add an "(A)" after "(1)" in paragraph (c)(1) and add subparagraphs (B) and (C) to paragraph (c)(1) as follows:

- (B) If the subject invention occurred under activities funded by the naval nuclear propulsion or weapons related programs of DOE, then the provisions of this subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). In such cases the contractor agrees to assign the government the entire right, title, and interest thereto throughout the world in and to the subject invention except to the extent that rights are retained by the contractor through a greater rights determination or under paragraph (e), below. The contractor, or an employee-inventor, with authorization of the contractor, may submit a request for greater rights at the time the invention is disclosed or within a reasonable time thereafter. DOE will process

such a request in accordance with procedures at 37 CFR 401.15. Each determination of greater rights will be subject to paragraphs (h)-(k) of this clause and such additional conditions, if any, deemed to be appropriate by the Department of Energy.

- (C) At the time an invention is disclosed in accordance with (c)(1)(A) above, or within 90 days thereafter, the contractor will submit a written statement as to whether or not the invention occurred under a naval nuclear propulsion or weapons-related program of the Department of Energy. If this statement is not filed within this time, subparagraph (c)(1)(B) will apply in lieu of paragraphs (c)(2) and (3). The contractor statement will be deemed conclusive unless, within 60 days thereafter, the Contracting Officer disagrees in writing, in which case the determination of the Contracting Officer will be deemed conclusive unless the contractor files a claim under the Contract Disputes Act within 60 days after the Contracting Officer's determination. Pending resolution of the matter, the invention will be subject to subparagraph (c)(1)(B).
- 3. Paragraph (k)(3) of the clause will be modified as prescribed at § 401.5(g).

#### § 401.15 Deferred Determinations

- (a) This section applies to requests for greater rights in subject inventions made by contractors when deferred determination provisions were included in the funding agreement because one of the exceptions at § 401.3(a) was applied, except that the Department of Energy is authorized to process deferred determinations either in accordance with its waiver regulations or this section. A contractor requesting greater rights should include with its request information on its plans and intentions to being the invention to practical application. Within 90 days after receiving a request and supporting information, or sooner if a statutory bar to patenting is imminent, the agency should seek to make a determination. In any event, if a bar to patenting is imminent, unless the agency plans to file on its own, it shall authorize the contractor to file a patent application pending a determination by the agency. Such a filing shall normally be at the contractor's own risk and expense. However, if the agency subsequently refuses to allow the contractor to retain title and elects to proceed with the patent application under government ownership, it shall reimburse the contractor for the cost of preparing and filing the patent application.
- (b) If the circumstances of concerns which originally led the agency to invoke an exception under § 401.3(a) are not applicable to the actual subject invention or are no longer valid because of subsequent events, the agency

should allow the contractor to retain title to the invention on the same conditions as would have applied if the standard clause at § 401.14(a) had been used originally, unless it has been licensed.

- (c) If paragraph (b) is not applicable, the agency shall make its determination based on an assessment whether its own plans regarding the invention will better promote the policies and objectives of 35 U.S.C. 200 than will contractor ownership of the invention. Moreover, if the agency is concerned only about specific uses or applications of the invention, it shall consider leaving title in the contractor with additional conditions imposed upon the contractor's use of the invention for such applications or with expanded government license rights in such applications.
- (d) A determination not to allow the contractor to retain title to a subject invention or to restrict or condition its title with conditions differing from those in the clause at § 401.14(a), unless made by the head of the agency, shall be appealable by the contractor to an agency official at a level above the person who made the determination. This appeal shall be subject to the procedures applicable to appeals under § 401.11 of this part.

#### § 401.16 Submissions and Inquiries

All submissions or inquiries should be directed to Federal Technology Management Policy Division, telephone number 202-377-0659, Room H4837, U.S. Department of Commerce, Washington, DC 20230  
(FR Doc. 87-5618 Filed 3-17-87: 8:45 am)

## COPYRIGHT REQUIREMENTS

### **Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

#### **COPYRIGHTS**

Federally supported grant research projects frequently result in the production of books, brochures, manuals, articles, films, or other written materials. In most instances they are technical reports which serve to disseminate the results of a project to the public and to the scientific community or other researchers. Often, however, these documents are publishable and occasionally they have significant commercial value. Who controls the rights to these materials? What rights does the Government retain? What are the grantee's responsibilities in handling the materials?

There is a widely held notion that written materials produced with the support of public money are automatically in the public domain. That view is erroneous, and in fact no member of the public has an inherent right to use grant-produced materials merely because they were prepared under Government assistance. Because of the confusion, however, it is important for grantees to note a few features of the copyright law which relate to the subject of the grants.

In general, researchers have exclusive rights in any original works of their authorship. Under the most recent amendment to the copyright law, statutory copyright protection extends to both published and unpublished works of the author. Researchers are cautioned to observe the publication policies of their institutions or organizations in this regard, and unless there is an express agreement to the contrary, their employing institution may be considered the author of any materials prepared in the course of their employment, under the "works for hire" doctrine.

Under the most recent amendments to the copyright law, it is clear that grant reports are not considered works of the Government which are in the public domain. The legislative history of the law shows that Congress expressly left it to the discretion of the individual grant-making agencies to determine whether written materials produced by their grantees should be placed in the public domain, and it expected the questions to be resolved by the terms and conditions of grants. The House Report No. 94-1476, September 3, 1976, stated on page 59:

**A more difficult and far-reaching problem is whether the definition should be broadened to prohibit copyright in works prepared under U.S. Government contract or grant. As the bill is written, the Government agency concerned could determine in each case whether to allow an independent contractor or grantee to secure copyright in works prepared in whole or in part with the use of Government funds. The argument that has been made against allowing copyright in this situation is that the public should not be required to pay a "double subsidy," and that it is inconsistent to prohibit copyright in works by Government employees while permitting private copyrights in a growing body of works created by persons who are paid with Government funds. Those arguing in favor of potential copyright protection have stressed the importance of copyright as an incentive to creation and dissemination in this**

situation, and the basically different policy considerations, applicable to works written by Government employees and those applicable to works prepared by private organizations with the use of Federal funds.

The bill deliberately avoids making any sort of outright, unqualified prohibition against copyright in works prepared under Government contract or grant. There may be cases where it would be in the public interest to deny copyright in the writings generated by Government research contracts and the like; it can be assumed that, where a Government agency commissions a work for its own use merely as an alternative to having one of its own employees prepare the work, the right to secure a private copyright would be withheld. However, there are almost certainly many other cases where the denial of copyright protection would be unfair or would hamper the production and publication of important works. Where, under the particular circumstances, Congress or the agency involved finds the need to have a work freely available outweighs the need of the private author to secure copyright, the problem can be dealt with by specific legislation, agency regulations, or contractual restrictions.

### *Agency Policy*

Government-wide policies contained in Office of Management and Budget Circulars A-102 and A-110 speak to the issue of copyrightable materials through their respective Attachments N. Circular A-110 states:

8b. Copyrights. - Except as otherwise provided in the terms and conditions of the agreement, the author or the recipient organization is free to copyright any books, publications, or other copyrightable materials developed in the course of or under a Federal agreement, but the Federal sponsoring agency shall reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Except for minor, nonsubstantive differences, the provisions of A-102 are identical. Each permits the grantee to copyright published materials, subject to a license for the U.S. Government to use the materials for Government purposes. Each also gives the grantor agency discretion in altering that condition, by establishing different terms and conditions in its grants.

### *Suggested steps for grantees*

A grantee whose grant-financed activity may involve the need for potential need for copyrighting of materials should:

- Check the terms and conditions of the grant to determine whether a copyright can be asserted in unpublished as well as published materials. This may vary from grantor agency to grantor agency and from grant to grant.

- It is the grantee's obligation to take the necessary steps to preserve the Government's license when conveying rights to publishers. If the publisher provides a release form that does not contain a reference to Government use of the materials, appropriate language should be inserted that preserves the Government's rights. If necessary, the granting agency should be consulted to assure compliance with the terms of the grant.
- Under most Federal grants, proper acknowledgment of the source of funds used to write a published work will be required. For example, the National Science Foundation **Grant General Conditions** require the following acknowledgment of support and disclaimer statement in any publication of material, whether copyrighted or not: "This material is based upon work supported by the National Science Foundation under Grant No.\_\_\_\_\_." Except for scientific articles and papers appearing in scientific journals, all materials must also contain the following disclaimer:

Any opinions, findings and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the National Science Foundation.

- When negotiating a publication agreement, the grantee must include in the publishing contract the reservation of Government license and the acknowledgment and disclaimer statements.
- Grants often are made with the stipulation that any substantive technical reports will be made available to the public through the U.S. Department of Commerce, National Technical Information Service (NTIS). Again, the grantee is well advised to check the terms and conditions of its grant agreement to see if such requirements exist and, if so, to account for them in dealing with potential publishers.
- Provide copies of copyrighted work to the granting agency.
- Some agencies may require prior approval of any proposed commercial publication, including approval of the selection process by which a publisher is obtained. The National Science Foundation, for example, requires documentation showing that a reasonable number of qualified publishers were given an opportunity to compete for the materials. Also, the selection criteria are subject to examination, as well as the final publishing contract.

With respect to any discovery or invention which arises or is developed in the course of or under this contract, Lexington-Fayette Urban County Government and/or Owner shall have the right to require the contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to Lexington-Fayette Urban County Government and/or Owner.

With respect to any copyrights and rights in data, Lexington-Fayette Urban County Government and/or Owner shall have the right to retain all copyrights and rights in data.

## ACCESS TO RECORDS REQUIREMENTS

**Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

### **ACCESS TO RECORDS**

The Contractor agrees that the Lexington-Fayette Urban County Government, the Owner, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any and all books, documents, papers, and records of the Contractor which are directly pertinent to this specific project for the purposes of making an audit, examination, excerpts, and transcriptions.

## RECORDS RETENTION REQUIREMENTS

**Retention of all required records for three years after contractors or subcontractors make final payments and all other pending matters are closed.**

## CONTRACT AWARD RESTRICTION TO FOREIGN COUNTRIES

**Contractor agrees to fully comply with applicable terms and conditions in Section 109 of Pub. L. 100-102 as set forth below:**

### **RESTRICTIONS ON PUBLIC BUILDINGS AND PUBLIC WORKS PROJECTS**

(A) Definitions. "Component" as used in this clause means those articles, materials, and supplies incorporated directly into the product.

"Contractor or subcontractor of a foreign country," as used in this clause, means any Contractor or Subcontractor that is a citizen or national of a foreign country or is controlled directly or indirectly by citizens or nationals of a foreign country. A contractor or subcontractor shall be considered to be a citizen or national of a foreign country or controlled directly or indirectly by citizens or nationals of a foreign country.

- (1) If 50 percent or more of the Contractor or Subcontractor is owned by a citizen or a national of the foreign country;
- (2) If the title of to 50 percent or more of the stock of the Contractor or Subcontractor is held subject to trust or fiduciary obligation in favor of citizens or nationals of the foreign country;
- (3) If 50 percent or more of the voting power in the Contractor-Subcontractor is vested in or exercisable on behalf of a citizen or national of the foreign country;
- (4) In the case of a partnership, if any general partner is a citizen of the foreign country;
- (5) In the case of a corporation, if its president or other chief executive officer or the chairman of its board of directors is a citizen of the foreign country or the majority of any number of its directors necessary to constitute a quorum are citizens of the foreign country or the corporation is organized under the laws of the foreign country or any subdivision, territory, or possession thereof; or
- (6) In the case of a Contractor or Subcontractor who is a joint venture, if any participant firm is a citizen or national of a foreign country or meets any of the criteria in subparagraphs (a)(1) through (5) of this clause.

"Product", as used in this clause, means construction materials-i.e., articles, materials, and supplies brought to the construction site for incorporation into the public works project, including permanently affixed equipment, instruments, utilities, electronic or other devices, but not including vehicles or construction equipment. In determining the origin of a product Lexington-Fayette Urban County Government and/or Owner will consider a product as produced in a foreign country if it has been assembled or manufactured in the foreign country, or if the cost of the components mined, produced, or manufactured in the foreign country exceed 50 percent of the cost of all its components.

- (b) Restrictions. The Contractor shall not (1) knowingly enter into any subcontract under this contract with a Subcontractor of a foreign country on the list of countries that discriminate against U.S. firms published by the United States Trade Representative (see paragraph (c) of this clause, or (2) supply any product under this contract of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (c) USTR list. The USTR published an initial list in the Federal Register on December 30, 1987 (53 FR 49244), which identified one country - Japan. The USTR can add other countries to the list or remove countries from it in accordance with Section 109 (c) of Pub. L 100-202.
- (d) Certification. The Contractor may rely upon the certification of a prospective Subcontractor that it is not a Subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR and that products supplied by such Subcontractor for use on the Federal public works project under this contract are not products of a foreign country included on the list of foreign countries that discriminate against U.S. firms published by the USTR, unless such Contractor has knowledge that the certification is erroneous.
- (e) Subcontracts. The Contractor shall incorporate this clause, modified only for the purpose of properly identifying the parties in all subcontracts. This paragraph (e) shall also be incorporated in all subcontracts.

(End of Contract Clause)

Bids/proposals from such firms/suppliers shall be deemed nonresponsible and rejected.

Questions related to this issue should be directed to Division of Community Development, Lexington-Fayette Urban County Government, 200 E. Main Street 6th Floor, Lexington, Kentucky 40507.

## KENTUCKY EQUAL EMPLOYMENT OPPORTUNITY ACT

The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.570-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services or equipment hereinafter entered into the following provisions:

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, color, religion, sex, age, or national origin;
2. The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin;
3. The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the nondiscrimination clauses required by this section; and
4. The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or worker's representative of the contractor's commitments under the nondiscrimination clauses.

The Act further provides:

### KRS 45.610. Hiring Minorities - Information Required

1. For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetables.
2. Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to KRS 45.640 and such rules, regulations and orders issued pursuant thereto.

### KRS 45.620. Action Against Contractor -- Hiring of Minority Contractor or Subcontractor

1. If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certifications shall be binding upon the contracting agency unless it is reversed in the course of judicial review.
2. If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.
3. The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority subcontractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.

KRS 45.630. Termination of existing employee not required, when:

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee, upon proof that the employee was employed prior to the date of the contract.

KRS 45.640. Minimum Skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

## OTHER FEDERAL REQUIREMENTS

### INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or Delegate to the Congress of the United States and no Resident Commission, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

### INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF PUBLIC BODY, MEMBER OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the Public Body, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

### PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining Federal approval of the application for such assistance, or approval of applications for additional assistance, or any other approval of concurrence required under this Agreement with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

PUBLIC LAW 88-352: TITLE VI OF THE CIVIL RIGHTS  
ACT OF 1964

**The Developer agrees to insure that no person 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 in the multi-family rental housing facility developed through this contract.**

PUBLIC LAW 90-284: TITLE VIII OF THE CIVIL RIGHTS ACT  
OF 1968 AND EXECUTIVE ORDER 11063

The Developer warrants and assures that they and their agents will not discriminate in the rental or leasing of housing units constructed under this contract and will in no way make unavailable or deny a dwelling to any person, because of race, color, religion, sex or national origin.

SECTION 109

The Developer will not on the ground of race, color, national origin, sex, age, or handicap:

1. Deny an facilities, services, financial aid or other benefits provided under the program or activity.
2. Provide any facilities, services, financial aid or other benefits which are different, or are provided in a different form from that provided to others under the program or activity.
3. Subject to segregated or separate treatment in any facility in, or in any matter of process related to receipt of any service or benefit under the program or activity.
4. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid or other benefits under the program or activity.
5. Treat any individual differently from others in determining whether the individual satisfies any admission, enrollment, eligibility, membership, or other requirement or condition which individual must meet in order to be provided any facilities, services or other benefit provided under the program or activity.
6. Deny an opportunity to participate in a program or activity as an employee.

## COMPLIANCE WITH THE CLEAN AIR AND WATER ACTS

**Compliance with all applicable standards, orders, or requirements issued under section 206 of the Clean Air Act (42 U.S.C. 1857)(h), Section 506 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).**

### COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under this Agreement, in excess of \$100,000 agree to the following requirements:

1. A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the Contractor to comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under.
3. A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

## ENERGY EFFICIENCY REQUIREMENTS

**Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163).**

## LEAD BASED PAINT

- A. All paint to be lead free.
- B. Existing lead paint to be removed or concealed with an acceptable covering (paint, siding, etc.)
- C. Warning
  - 1. Use of lead-base paint materials on any surface, interior or exterior, is prohibited.
  - 2. Lead-base paint removal is a dangerous task and safety precautions should be strictly enforced when workers are engaged in hazard abatement.

## **POTENTIAL DBE CONTRACTOR'S LIST CONTACT**

For a listing of DBE (Disadvantaged Business Enterprise) contractors/subcontractors, please contact:

Sherita Miller/Todd Slatin  
Division of Central Purchasing  
200 E. Main Street, 3<sup>rd</sup> Floor  
Lexington, KY 40507  
(859) 258-3326  
TDD [hearing impaired only] (859) 258-3606

**All Contractors and Subcontractors must be qualified for roadway construction by the Kentucky Department of Transportation.**

**KYTC Prequalified DBE list can be found at:**

<http://transportation.ky.gov/Civil-Rights-and-Small-Business-Development/Pages/Certified-and-Prequalified-DBEs.aspx>

**EQUAL EMPLOYMENT OPPORTUNITY AFFIRMATIVE ACTION POLICY**

It is the policy of \_\_\_\_\_  
to assure that all applicants for employment and all employees are treated on a fair and equitable basis without regard to their race, religion, sex, color, handicap, natural origin or age.

Such action shall include employment, promotion, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation, and selection for training, whether apprenticeship and/or on-the-job-training.

Furthermore, this company agrees to make special recruitment efforts to hire the protected class whenever feasible. This company also agrees to adhere to all applicable federal, state, and local laws relating to Equal Employment Opportunity for all individuals.

\_\_\_\_\_ has been appointed Equal Employment Compliance (EEOC) Officer and shall be available for counseling, answering of questions in regards to this company policy, and to hear any complaints of discrimination. The EEOC Office may be reached by calling \_\_\_\_\_.

Signature: \_\_\_\_\_  
(Bidding Contractor)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

#### **4. FAILURE TO COMPLETE WORK ON TIME**

Should the Contractor fail or refuse to complete the work within the time specified in his Proposal and/or Contract (or extension of time granted by the OWNER), the Contractor shall pay liquidated damages in an amount set out in said Proposal and/or Contract. The amount of liquidated damages shall in no event be considered as a penalty, nor other than an amount agreed upon by the Contractor and the OWNER for damages, losses, additional engineering, additional resident representation and other costs that will be sustained by the OWNER, if the Contractor fails to complete the work within the specified time. Liquidated damages will be applied on a rate per day for each and every calendar day (Sundays and holidays included) beyond the Contract expiration date stipulated in the Contract Documents, considering all time extensions granted.

#### **5. KYTC PRE-QUALIFICATION REQUIRED AT TIME OF BID OPENING**

**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 subcontractors must be prequalified when accepting subcontracts.**

**Applicable KYTC pre-qualified work items include, Grade and Drain, Asphalt Paving Option A and Option B.**

#### **6. KY DIVISION OF WATER / EPA PERMITS**

Contractor shall prepare and maintain the BMP (Best Management Practices) and SWPP (Storm Water Pollution Prevention) Plans.

#### **7. PAYMENT FOR COST OF PERFORMANCE AND PAYMENT BONDS**

Contrary to Article 10.5.4 of the General Conditions, direct payment for the Contractor's cost of Performance and Payment Bonds will be permitted.

Direct cost of required Performance and Payment Bonds has been included as a line item in the Form of Proposal, to allow payment for this cost prior to completion of the project if the contractor so chooses. If no figure is supplied for this line item, no specific payment for bonding costs will be made. The total amount of bid is to include the cost of bonding, whether this cost is specifically shown by the bidder on the line item in the Form of Proposal, or whether it is indirectly included elsewhere within the bidder's unit prices.

When the applicable amount is listed in the Form of Proposal, payment for the costs of Performance and Payment Bonds may generally be requested after the work is 20% complete. The contractor will furnish from his bonding agent a receipt verifying the cost of the bonds and a letter stating that the bonds are in effect and in good standing.

Payment will be made for the actual cost of the bonds or the amount stated in the Form of Proposal, whichever is less.

## 8. SPECIAL UTILITY NOTES

### IMPACT ON CONSTRUCTION

#### **GENERAL PROJECT NOTE ON UTILITY PROTECTION**

*Utility coordination efforts determined that minor utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the LFUCG. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal. )*

#### **BEFORE YOU DIG**

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

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

**Utility Notes continued on following pages**

**UTILITY NOTES TO BE INCLUDED IN THE PROPOSAL  
IMPACT ON CONSTRUCTION**

**FAYETTE COUNTY**

**Mount Tabor Road Widening Project**

Utility coordination efforts determined that utility relocation will be necessary for this project. Any information pertaining to utility facilities are defined in the bid package and are to be carried out as instructed by the LFUCG. The Contractor shall be responsible for all utility coordination associated with any existing and / or relocated utilities within the project corridor. Such coordination work shall be incidental to the cost of the project.

**Utility Information Note**

**Kentucky Utilities** has overhead facilities in the project area. Some of the existing poles and/or guy wires that need to be relocated will occupy space that is now sidewalk. Kentucky Utilities will relocate poles and guy wires as required during the construction phase or as needed by other utilities during their relocation activities.

**Spectrum Cable (Charter Communications)** has facilities in the area including overhead and underground infrastructure, much of which is outside of or on the edge of the disturbance limits and may not be impacted. Overhead utilities are attached to poles owned by KU, and will be relocated in coordination with any poles moved by KU during the construction phase. Contractor shall coordinate with Spectrum Cable to adjust junction boxes to grade as required.

**Windstream Communications** has facilities in the area including overhead and underground infrastructure. Underground cables between telecommunication manholes at RT Stn. 10+00 and RT 23+30 will be abandoned. The cables at each manhole will be rerouted underground to its nearest respective pole and run overhead between the two stations. The rim elevation of communication manhole at RT 23+30 will be raised during construction to match the final roadway grade. The Stub Pole, Pedestal Boxes and Utility Pole at approximate RT Stn 14+60 to 14+75 to remain undisturbed, contractor shall check with Windstream for exact items to remain in place at this location. During construction, the Contractor shall coordinate with Windstream Communications to relocate their facilities.

**Kentucky American Water Company (KAWC)** has facilities in the area that will be relocated. Because the project involves substantial changes to the roadway grade, water mains, service lines, meters and fire hydrants will be relocated during construction. The Contractor shall coordinate these activities with KAWC.

Approximately RT. Stn 11+00 to 14+25, the existing 12” water line will be abandoned. Based on roadway cross sections, the existing 12” water line behind the proposed wall from approx. 14+25 to 14+80 will not be impacted by wall construction. The fire hydrant at approx. RT Stn 14+50 will also be relocated.

Approximately RT. Stn 19+50 to 24+10, about 480 LF of 12” water line will be relocated, in addition to connections to the 8” Gribbin Drive water line and to the 8” Burke Furniture fire service. There are also six domestic services/meter relocations and two fire hydrant relocations in this area.

At LT Stn 19+77 approximately 30 LF of the 8” waterline going towards Gribbin Dr. will be replaced to clear under a proposed storm pipe.

**Columbia Gas of Kentucky, Inc.** has facilities in the area. Regrading the roadway will necessitate replacement of the gas main. Columbia Gas of Kentucky, Inc. has completed necessary relocations to the gas main. During construction, the Contractor shall coordinate with Columbia Gas to adjust gas valves to grade as required.

The Contactor shall expose the gas line along Mt Tabor Road from Sta. 12+80 Left to Sta. 14+35 Left prior to construction of the retaining wall footer. The Contractor shall coordinate hydroexcavation activities with Columbia Gas to ensure sufficient exposure is made to satisfy all parties.

**Lexington-Fayette Urban County Government** has sanitary sewer and storm sewer infrastructure in the area. The Contractor is responsible for upgrading the storm sewer system as shown on the plans. The existing sanitary sewer will not be impacted by this project.

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

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

The Lexington-Fayette Urban County Government makes no guarantees 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 County Court Clerk to determine what utility companies have facilities in the project area. Note: See attached sheet for Project Area Utility Contacts.

### **UTILITY CONTACT LIST FOR PROJECT AREA**

It has not been confirmed what specific utility is located within the project bounds beyond field inspection. Therefore, we have provided a contact list as a precautionary measure to aid the awarded contractor in contacting any utility necessary.

Kentucky Utilities Company  
500 Stone Road  
Lexington, KY 40503

Contact: Kevin Jeffers  
859-367-4306  
[Kevin.Jeffers@lge-ku.com](mailto:Kevin.Jeffers@lge-ku.com)

Spectrum  
2544 Palumbo Drive  
Lexington, KY 40509

Contact: John Kelly Oram  
(859) 519-3434  
[john.oram@charter.com](mailto:john.oram@charter.com)

Windstream Communications  
130 West New Circle Road, Suite 170  
Lexington, KY 40505

Contact: Steve Johnson  
859-357-6216  
[steve.johnson@windstream.com](mailto:steve.johnson@windstream.com)

Kentucky American Water  
2300 Richmond Road  
Lexington, KY 40502

Contact: Austin Thore  
859-559-9514  
[Austin.Thore@amwater.com](mailto:Austin.Thore@amwater.com)

Columbia Gas of Kentucky, Inc.  
2001 Mercer Road  
P.O. Box 14241  
Lexington, KY 40512

Contact: David Lemons  
859-288-0249  
[dnlemons@nisource.com](mailto:dnlemons@nisource.com)

Metronet  
130 W. Tiverton Way  
Lexington, KY 40503

Contact: Hector Rios  
[Hector.Rios@metronetinc.com](mailto:Hector.Rios@metronetinc.com)

Lexington-Fayette Urban County Government  
Division of Water Quality – Sanitary Sewers  
301 Lisle Industrial Avenue  
Lexington, KY 40511

Contact: Chris Dent, P.E.  
859-425-2454  
[cdent@lfucg.com](mailto:cdent@lfucg.com)

Lexington-Fayette Urban County Government  
Division of Water Quality – Storm Sewers  
125 Lisle Industrial Avenue  
Lexington, KY 40511

Contact: Greg Lubeck, P.E.  
859-258-3446  
[glubeck@lexingtonky.gov](mailto:glubeck@lexingtonky.gov)

Lexington-Fayette Urban County Government  
Traffic Engineering  
101 E. Vine Street, Suite 300  
Lexington, KY 40507

Contact: Jeffery Neal, P.E.  
859-258-3830  
[jneal@lfucg.com](mailto:jneal@lfucg.com)

Level 3 Communications  
11857 Commonwealth Drive  
Louisville, KY 402991

Contact : Mark Sewell  
502-295-0939  
[mark.sewell@centurylink.com](mailto:mark.sewell@centurylink.com)

### **AIRPORT CONTACTS**

No Airport facilities or property associated with or involved with this project.

### **RAILROAD COMPANIES**

No Railroad facilities or property associated with or involved with this project.

## **9. WEATHER RELATED DELAYS**

- A. The Project Completion date shall be established with the understanding that no extension of time will be granted for weather related delays that are within the average temperature or number of rain or snow days within a particular month. The average weather conditions shall be established by referencing the records of the National Oceanic and Atmospheric Administration (NOAA) and as defined herein.
- B. Extensions of inclement weather shall be granted only when the work affected must be on schedule at the time of delay. No time will be granted for work which is behind schedule in excess of the actual delay caused by the weather, assuming the work had been on schedule.
- C. Time granted for weather delays shall be requested on a monthly basis.
- D. The weather experienced at the project site during the contract period must be found to be unusually severe, that is more severe than the adverse weather anticipated for the project location during any given month. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.
- E. The anticipated adverse weather delays shall be based on the National Oceanic and Atmospheric Administration (NOAA) climatology ten year average for the Lexington

Bluegrass Airport KY US location. The Mean Number of Days of daily precipitation using  $\geq 0.10$  will determine the base line for monthly anticipated adverse weather evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities. Upon acknowledgement of the Notice to Proceed (NTP) and continuing throughout the contract, the contractor will record the occurrence of actual adverse weather and resultant impact to normally scheduled work. Actual adverse weather delay days must prevent work on critical path activities for 50 percent or more of the contractor's scheduled work date. The number of actual adverse weather delay days shall be calculated chronologically from the first to the last day of each month, and be recorded as full days. The number of actual adverse weather days greater than the number of anticipated adverse weather days, listed above, shall be the number of unusually severe weather days for the purposes of any contract extensions (actual adverse weather days - anticipated adverse weather days = unusually severe weather days.)

F. Definitions:

1. "Unusually severe weather" - weather that is more severe than the adverse weather anticipated for the season or location involved.
2. "Adverse weather" - atmospheric conditions at a definite time and place that are unfavorable to construction activities.

## 10. COMMUNICATING ALL PROMISES

The following commitments have been made the property owners affected by the construction activities, and are herein be incorporated into the Contract Documents as binding requirements for the Contractor:

- |             |   |
|-------------|---|
| All Parcels | Any disturbance to private property shall be replaced or repaired to as good or better condition.   |
| Parcel 4    | Remove and replace the 8 foot high privacy fence installed at rear of property (Mt. Tabor Road side of property)  |
| Parcel 12   | The existing planters in the backyard shall not be disturbed.<br>The section of wood fence removed from the backyard shall remain with the property owner.<br>Any mulch in the backyard that is within the disturbed limits, shall be pushed out of the way of construction and shall not be removed from the yard. |
| Parcel 23   | See specific construction sequencing requirements on Sheet 7, Maintenance of Traffic, regarding ingress and egress to this property.  |
| Parcel 26   | The following items are from a Memorandum of Understanding between LFUCG and the property owner, dated June 7, 2016.  |

1. Parking space: Sheet No. 12 shows a temporary safety fence, to be

placed a maximum of 5 feet from the existing parking lot curb. This will allow for cars to park as they normally do on that side of the parking lot. Because they will extend a little further out into the parking lot, a section of safety fence will be placed along the north side of the entrance to slow down incoming vehicles and direct them toward the south side of the entrance. These drawing features have been highlighted.

When the contractor gets on site, he will make a saw cut and remove asphalt, no further into the parking lot than where the safety fence is shown. That should give him sufficient room to build the retaining wall. When he is done, he will rebuild the portion of asphalt parking lot he removed, and then install concrete wheel stops. On Sheet 12, there is a note to remove the asphalt wedge curb and replace with concrete wheel stops. Finally, the contractor will restripe the disturbed parking spaces in their entirety.

2. Any damage to your property caused by the contractor will be repaired to equal or better condition. Just prior to construction, LFUCG's inspector will take numerous dated photos of the construction site from multiple angles to establish a record of pre-construction conditions.
3. Service Road Access: Sheet No. 7, the *Maintenance of Traffic Plan*, divides construction into three phases. The intent of the third phase is to keep the service road active throughout the project except for when it is being rebuilt. Note No. 5 on the plan states that it shall be out of service for no more than three days. Although there is no remedy written into the contract if the contractor does not comply with the 3-day requirement, it will affect his standing with the city and his ability to get future work. By putting this language into the contract, LFUCG is making it clear to the contractor that this is a time sensitive issue. Phasing of work and traffic control will be discussed in detail with the contractor during the pre-construction meeting, with emphasis on this phase of work.
4. Responsibility for Improvements: Because there is no roadway entrance from Mt. Tabor Road into the property, the Lexington-Fayette Urban County Government will be responsible for maintaining the entirety of the retaining wall, handrail and sidewalk along Mount Tabor Road. Of what is being built, only the short section of sidewalk facing the Service Road will be the property owner's responsibility to maintain.

5. The retaining wall specification in the contract documents will be consistent with what Redi-Rock furnishes. <https://www.redi-rock.com/> The attached diagram provides a general idea of how they are built. An example of a project LFUCG recently completed using their walls is on the east side of Clays Mill Road just south of Wellington Way.
6. Power Disruption: Kentucky Utilities says that there may be a momentary outage, but it will be very brief (maybe 10-15 minutes). Furthermore, it is standard procedure for the foreman of the crew to notify all affected property owners before doing so.
7. This project will involve some utility relocation work. This will all take place before LFUCG's contractor is hired. Unfortunately, LFUCG does not have any control over their schedules, or how they perform their work. However, LFUCG has a cooperative relationship with the utility companies, and has regularly scheduled (bi-monthly) meetings to discuss active and upcoming projects with them to make these projects go as smoothly as possible.
8. Prior to advertising for bids, LFUCG will notify all property owners bordering the project of the upcoming construction, and how long it will take. This typically happens a couple of months prior to the start of construction.

## 11. STANDARD SPECIAL PROVISIONS

### REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS

- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### 1. **General:**

- a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.
- b. 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.

- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - 2. the additional classification is utilized in the area by the construction industry;
  - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.

- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

**4. Apprentices and Trainees (Programs of U.S. DOL) and Helpers:**

a. Apprentices:

- 1. 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
- 2. The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

1. 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 DOL, Employment and Training Administration.
2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees:**

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.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

### **1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

### **2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional

Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such 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 the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. 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 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

## **12. ADDITIONAL NOTES**

### **PROMPT PAYMENT REQUIREMENTS**

The Prime Contractor must pay all subcontractors and material suppliers within a minimum of 30 days from receipt of payment to the LPA.

### **TRAFFIC CONTROL COORDINATOR**

If determined to be applicable by the LPA of KYTC, the Contractor is to designate a traffic control coordinator to be responsible for the Traffic Control Plan for the project. As per Maintenance of Traffic plan sheet.

### 13. **PLAN MODIFICATIONS**

#### **Plan Sheet 2**

See Part V Special Conditions 5.8 for current Utility Owner Contacts.

#### **Plan Sheet 3**

SWPPP GENERAL NOTES #2 – Concrete washout may be hay bales with a plastic liner or a “baby pool.”

#### **Plan Sheet 5**

“PIPE CROSSING DETAIL” #9 Stone and Precast Blocks or Bricks shall not be used to support and back fill the pipe crossing trench. Instead Flowable Fill shall be used to fill the trench and support the pipes.

“MODIFIED CEMENT CONCRETE ENTRANCE PAVEMENT” shall not be used. LFUCG Standard 307-2 “COMMERCIAL ENTRANCE DETAILS” shall be used instead.

#### **Plan Sheet 8, 10, & 12**

The Columbia Gas As-Built plans shall replace the locations of the existing Columbia Gas lines as shown on the Mt Tabor Road project plans.

#### **Plan Sheet 10 & 12**

Safe load or remove 12” RCP shown on plans from approximate station 19+52 Right to approximate station 19+90 Right.

**Part V, 5.14**

**DAVIS BACON WAGE DETERMINATION FOR HEAVY HIGHWAY**

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10 1/11>

"General Decision Number: KY20220038 11/04/2022

Superseded General Decision Number: KY20210038

State: Kentucky

Construction Type: Highway

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

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

Note: 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).

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| If the contract is entered | . Executive Order 14026 |  
| into on or after January 30, | generally applies to the |

2022, or the contract is	contract.
renewed or extended (e.g., an	. The contractor must pay
option is exercised) on or	all covered workers at
after January 30, 2022:	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	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$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 02/11/2022

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10> 2/11

2 02/18/2022

3 02/25/2022

4 05/06/2022

5 06/10/2022

6 06/24/2022

7 07/01/2022

8 08/05/2022

9 08/12/2022

10 11/04/2022

BRIN0004-003 06/01/2021

BRECKENRIDGE COUNTY

Rates Fringes

BRICKLAYER.....\$ 29.57 14.75

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BRKY0001-005 06/01/2021

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

COUNTIES:

Rates Fringes

BRICKLAYER.....\$ 29.57 15.10

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BRKY0002-006 06/01/2021

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

Rates Fringes

BRICKLAYER.....\$ 30.87 15.87

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BRKY0007-004 06/01/2021

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

Rates Fringes

BRICKLAYER.....\$ 36.19 19.54  
-----

BRKY0017-004 06/01/2021

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

Rates Fringes

BRICKLAYER.....\$ 30.87 15.87  
-----

CARP0064-001 04/01/2022

Rates Fringes

CARPENTER.....\$ 30.84 22.19

Diver.....\$ 46.64 22.19

PILEDRIVERMAN.....\$ 31.09 22.19  
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ELEC0212-008 06/07/2022

BRACKEN, GALLATIN and GRANT COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 33.29 20.05  
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ELEC0212-014 11/25/2019

BRACKEN, GALLATIN & GRANT COUNTIES:

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10 3/11>

Rates Fringes

Sound & Communication

Technician.....\$ 24.35 12.09

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ELEC0317-012 05/30/2022

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

Rates Fringes

ELECTRICIAN (Wiremen).....\$ 35.85 28.25  
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ELEC0369-007 06/01/2022

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

Rates Fringes

ELECTRICIAN.....\$ 34.60 19.57  
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\* ELEC0575-002 05/30/2022

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

Rates Fringes

ELECTRICIAN.....\$ 35.50 20.63  
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ENGI0181-018 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; Gurrries;  
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;

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/104/11>

Elevator (One Drum or Buck Hoist); Elevator (When used to  
Hoist Building Material); Finish Machine; Firemen & Hoist  
(One Drum); Flexplane; Forklift (Regardless of Lift  
Height); Form Grader; Joint Sealing Machine; Outboard Motor  
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross  
Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid

Steer Machine with all Attachments; Switchman or Brakeman;  
Throttle Valve Person; Tractair & Road Widening Trencher;  
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;  
Welding Machine; Well Points; & Whirley Oiler

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

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

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

Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID  
10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

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IRON0044-009 06/01/2022

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,

BOURBON (Northern third, including Townships of Jackson,  
Millersburg, Ruddel Mills & Shawhan);

CARROLL (Eastern third, including the Township of Ghent);

FLEMING (Western part, excluding Townships of Beechburg, Colfax,  
Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,

Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,

Nepton, Peckstridge, Plummers Landing, Plummers Mill, Poplar  
Plains, Ringos Mills, Tilton & Wallingford);

MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);

NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);

OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

Rates Fringes

IRONWORKER

Fence Erector.....\$ 30.28 22.30

Structural.....\$ 31.87 22.30

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IRON0070-006 06/01/2022

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD

BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris);

CARROLL (Western two-thirds, including Townships of Carrollton, 11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10> 5/11

Easterday, English, Locust, Louis, Prestonville & Worthville);

CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte);

OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill);

SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

Rates Fringes

IRONWORKER.....\$ 31.79 24.30

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IRON0769-007 06/01/2022

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN

CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson);

FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City,

Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton,

Pecksrige, Plummers Landing, Plummers Mill, Poplar Plains,

Ringos Mills, Tilton & Wallingford);

MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale);

NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

Rates Fringes

IRONWORKER

ZONE 1.....\$ 33.71 27.69

ZONE 2.....\$ 34.11 27.69

ZONE 3.....\$ 35.71 27.69

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

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

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

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LABO0189-003 07/01/2022

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

Rates Fringes

Laborers:

GROUP 1.....\$ 23.76 17.12  
GROUP 2.....\$ 24.01 17.12  
GROUP 3.....\$ 24.06 17.12  
GROUP 4.....\$ 24.66 17.12

LABORERS CLASSIFICATIONS

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

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10 6/11>

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer); Brickmason Tender; Mortar Mixer Operator; Scaffold Builder; Burner & Welder; Bushhammer; Chain Saw Operator; Concrete

Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
 - Level C; Forklift Operator for Masonary; Form Setter;  
 Green Concrete Cutting; Hand Operated Grouter & Grinder  
 Machine Operator; Jackhammer; Pavement Breaker; Paving  
 Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
 Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
 Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
 Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
 Vibrator Operator; Wagon Driller GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
 Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
 Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
 Air); Water Blaster  
 GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
 Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
 - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
 & Tunnel Mucker (Free Air); Directional & Horizontal  
 Boring; Air Track Drillers (All Types); Powdermen &  
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

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 LABO0189-008 07/01/2022

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

Rates Fringes

Laborers:

GROUP 1.....\$ 23.76 17.12  
 GROUP 2.....\$ 24.01 17.12  
 GROUP 3.....\$ 24.06 17.12  
 GROUP 4.....\$ 24.66 17.12

LABORERS CLASSIFICATIONS

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

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

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

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[https://sam.gov/wage-determination/KY20220038/10 7/11](https://sam.gov/wage-determination/KY20220038/10%207/11)

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

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LABO0189-009 07/01/2022

BRECKINRIDGE & GRAYSON COUNTIES

Rates Fringes

Laborers:

GROUP 1.....\$ 23.76 17.12

GROUP 2.....\$ 24.01 17.12

GROUP 3.....\$ 24.06 17.12

GROUP 4.....\$ 24.66 17.12

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);  
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;  
Burner & Welder; Bushhammer; Chain Saw Operator; Concrete  
Saw Operator; Deckhand Scow Man; Dry Cement Handler;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Level C; Forklift Operator for Masonary; Form Setter;

Green Concrete Cutting; Hand Operated Grouter & Grinder  
Machine Operator; Jackhammer; Pavement Breaker; Paving  
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven  
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;  
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind  
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;  
Vibrator Operator; Wagon Driller GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman;  
Gunnite Operator & Mixer; Grout Pump Operator; Side Rail  
Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free  
Air); Water Blaster  
GROUP 4 - Caisson Worker (Free Air); Cement Finisher;  
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste  
- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;  
& Tunnel Mucker (Free Air); Directional & Horizontal  
Boring; Air Track Drillers (All Types); Powdermen &  
Blasters; Troxler & Concrete Tester if Laborer is Utilized

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PAIN0012-005 06/11/2005

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

Rates Fringes

PAINTER

Bridge/Equipment Tender

and/or Containment Builder..\$ 18.90 5.90

Brush & Roller.....\$ 21.30 5.90

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10 8/11>

Elevated Tanks;

Steeplejack Work; Bridge &

Lead Abatement.....\$ 22.30 5.90

Sandblasting &

Waterblasting.....\$ 22.05 5.90

Spray.....\$ 21.80 5.90

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PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

Rates Fringes

PAINTER (Heavy & Highway

Bridges - Guardrails -

Lightpoles - Striping)

Bridge Equipment Tender

and Containment Builder.....\$ 20.73 9.06

Brush & Roller.....\$ 23.39 9.06

Elevated Tanks;

Steeplejack Work; Bridge &

Lead Abatement.....\$ 24.39 9.06

Sandblasting & Water

Blasting.....\$ 24.14 9.06

Spray.....\$ 23.89 9.06

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PAIN0118-004 06/01/2018

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN,

HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY,

SPENCER, TRIMBLE & WASHINGTON COUNTIES:

Rates Fringes

PAINTER

Brush & Roller.....\$ 22.00 12.52

Spray, Sandblast, Power

Tools, Waterblast & Steam

Cleaning.....\$ 23.00 12.52

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PAIN1072-003 12/01/2021

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

Rates Fringes

Painters:

Bridges; Locks; Dams;

Tension Towers & Energized

Substations.....\$ 35.06 21.15

Power Generating Facilities.\$ 31.82 21.15

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PLUM0248-003 06/01/2022

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

Rates Fringes

Plumber and Steamfitter.....\$ 38.50 22.40

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\* PLUM0392-007 06/01/2022

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

ROBERTSON COUNTIES:

Rates Fringes

Plumbers and Pipefitters.....\$ 36.81 27.35

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PLUM0502-003 08/01/2021

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN

(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10 9/11>

LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &

WASHINGTON COUNTIES

Rates Fringes

PLUMBER.....\$ 38.07 20.78

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SUKY2010-160 10/08/2001

Rates Fringes

Truck drivers:

GROUP 1.....\$ 16.57 7.34

GROUP 2.....\$ 16.68 7.34

GROUP 3.....\$ 16.86 7.34

GROUP 4.....\$ 16.96 7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole

Trailer when used to pull building materials and equipment;

Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment &

Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame

when used in transporting materials; Ross Carrier; Forklift

when used to transport building materials; & Pavement

Breaker

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local),  
11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10> 10/11  
a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198

indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

11/22/22, 11:05 AM SAM.gov

<https://sam.gov/wage-determination/KY20220038/10> 11/11

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 DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

**PREVAILING WAGE SCHEDULE:**

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

**OVERTIME:**

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

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

END OF SECTION

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** 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 I(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

**(ii) (a)** Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

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

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

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

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

**(iii)** 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.

**(iv)** 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** 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:

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

(2) 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 29 CFR Part 3;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) **Apprentices.** 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.

(ii) **Trainees.** 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 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.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

---

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**PART VI**  
**CONTRACT AGREEMENT**

**INDEX**

1. SCOPE OF WORK
2. TIME OF COMPLETION
3. ISSUANCE OF WORK ORDERS
4. THE CONTRACT SUM
5. LIQUIDATED DAMAGES
6. PROGRESS PAYMENTS
7. ACCEPTANCE AND FINAL PAYMENT
8. THE CONTRACT DOCUMENTS
9. EXTRA WORK
10. ENUMERATION OF BID PROPOSAL AND DRAWINGS

**PART VI**

**CONTRACT AGREEMENT**

THIS AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Lexington-Fayette Urban County Government**, acting herein called "OWNER" and \_\_\_\_\_, doing business as \*(an individual) (a partnership) (a corporation) located in the City of \_\_\_\_\_, County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter called "CONTRACTOR."

WITNESSETH: That the CONTRACTOR and the OWNER in consideration of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) quoted in the proposal by the CONTRACTOR, dated \_\_\_\_\_, hereby agree to commence and complete the construction described as follows:

**1. SCOPE OF WORK**

The CONTRACTOR shall furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, and the Special Conditions of the Contract, the Specifications and Contract Documents therefore as prepared by JM Crawford & Associates and the Lexington-Fayette Urban County Government for the **Mt Tabor Road Multimodal Improvements** project.

**2. TIME OF COMPLETION**

The time period estimated and authorized by the OWNER for the proper execution of the Work by the Contract, in full, is hereby fixed as **one hundred and fifty (150) calendar days**. The time shall begin ten (10) days after the CONTRACTOR is given the Notice to Proceed with the Work.

**3. ISSUANCE OF WORK ORDERS**

Notice to begin Work will be given in whole or for part of the Work as determined by the OWNER pending the availability of funds. The order of construction will be as determined by the Engineer after consultation with the CONTRACTOR and the OWNER.

**4. THE CONTRACT SUM**

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, as quoted in the proposal, subject to any additions and deductions, as provided therein.

**5. LIQUIDATED DAMAGES**

It is mutually agreed by and between the parties hereto that time is of the essence of this Contract,

and that there will be sustained by the OWNER damages, monetary and otherwise, in the event of delay in the completion of the Work hereby contracted. The CONTRACTOR will be held responsible to the OWNER for delays in completion of the Work herein contracted beyond the date set for completion. Such monetary damage shall be deducted from the Contract sum in the amount of FIVE HUNDRED DOLLARS (\$500.00) per calendar day of such delay. If the Work contracted to be done shall not, in good faith, be commenced at the time specified, then the CONTRACTOR together with the Surety or Sureties upon the bond herein provided for, shall be liable for and shall pay to the OWNER all damages sustained by reason of such failure for breach of Contract, and the OWNER may immediately re-let the Work involved.

## **6. PROGRESS PAYMENTS**

The OWNER shall make payments on account of the Contract, as provided in accordance with the General Conditions, as estimated by the Engineer, less the aggregate of previous payments.

## **7. ACCEPTANCE AND FINAL PAYMENT**

Final payment shall be due within ninety (90) days after completion of the Work, provided the Work be then fully completed and the Contract fully accepted.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the Work has been paid.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certifies, the OWNER shall upon certificate of the ENGINEER, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

## **8. THE CONTRACT DOCUMENTS**

The Advertisement for Bids, Information for Bidders, the General Conditions, Performance and Payment Bonds, Contract Agreement, Special Conditions, General Provisions, any and all Addenda, and Bid Proposal, and Plan Drawings form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated.

## **9. EXTRA WORK**

The OWNER, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such Work shall be executed and paid for in accordance with the General Conditions, which is a part of this Contract.

**10. THE FOLLOWING IS AN ENUMERATION OF THE BID PROPOSAL AND DRAWINGS (CONTRACT DOCUMENTS):**

**CONTRACT DOCUMENTS**

PART NO.	TITLE
I	Advertisement for Bids
II	Information for Bidders
III	Form of Proposal
IV	General Conditions
V	Special Conditions
VI	Contract Agreement
VII	Performance and Payment Bonds
VIII	Addenda
IX	Technical Specifications
APPENDIX A	LFUCG & KDOH Standard Drawings
APPENDIX B	KYTC Approved Traffic Management Plan
APPENDIX C	Local Public Agencies – Special Provisions for LPA Administered Projects

**PLAN DRAWINGS**

IN WITNESSETH WHEREOF, the parties hereto have executed this Contract as of the date and year above written.

(Seal)

Lexington-Fayette Urban County Government.

Lexington, Kentucky

(Owner)

ATTEST:

\_\_\_\_\_  
Clerk of the Urban County Council

BY: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Witness)

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

(Seal)

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Secretary)\*

BY: \_\_\_\_\_

\_\_\_\_\_  
(Witness)

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

\_\_\_\_\_  
(Address and Zip Code)

IMPORTANT: \*Strike out any non-applicable terms.

Secretary of the Owner should attest. If the CONTRACTOR is corporation, Secretary should attest. Give proper title of each person-executing Contract.

**PART VII**

**PERFORMANCE AND PAYMENT BONDS**

1. PERFORMANCE BOND
2. PAYMENT BOND

**PART VII**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_,  
hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

hereinafter called "OWNER" in the penal sum of \_\_\_\_\_ Dollars, (\$\_\_\_\_\_), for the payment of whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for the **Mt Tabor Road Multimodal Improvements** in accordance with drawings and specifications prepared by: **JM Crawford and Associates** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever, Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms and conditions or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or if the OWNER elects, upon determination by the OWNER and Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as Work progresses (even though there may be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of OWNER.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ each one of which shall be

deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(number)

ATTEST:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
(Principal) Secretary

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
Surety  
BY: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

**PART VII**  
**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
(Name of CONTRACTOR)

\_\_\_\_\_  
(Address of CONTRACTOR)

a \_\_\_\_\_,  
hereinafter  
(Corporation, Partnership, or Individual)

called Principal, and

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT  
200 East Main Street, Third Floor  
Lexington, Kentucky 40507

Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter defined, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal by written agreement is entering into a Contract with OWNER for **Mt Tabor Road Multimodal Improvements** in accordance with drawings and specifications prepared by: **JM Crawford and Associates** which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against aid improvement, whether or not claim for the amount of such lien be presented under and against this bond.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts,  
each one of

(number)

which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

BY: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

BY: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

NOTE: The number of executed counterparts of the bond shall coincide with the number of executed counterparts of the Contract.

**PART VIII**

**ADDENDA**

All addenda issued during the bidding of the Project will be reproduced in the signed Contract Documents, on the pages following this heading sheet.

<u>Addendum Number</u>	<u>Title</u>	<u>Date</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____

**PART IX**

**TECHNICAL SPECIFICATIONS**

**TABLE OF CONTENTS**

SECTION A - GENERAL PROVISIONS ..... 1

SECTION B - MAINTENANCE OF TRAFFIC.....7

SECTION C - FINAL CLEANUP .....9

SECTION D – ALLOWANCES ..... 10

SECTION E – QUALITY CONTROL SERVICES ..... 12

SECTION 1 - CONSTRUCTION STAKING..... 16

SECTION 2 - CLEARING AND GRUBBING ..... 17

SECTION 3 - EARTHWORK..... 19

SECTION 4 - SAWCUTTING WALK, CURB, PAVEMENT, ETC. .... 22

SECTION 5 - ROCK EXCAVATION (MECHANICAL) ..... 23

SECTION 6 – REMOVE CONCRETE AND MISC ITEMS AND REPLACE FENCE.....24

SECTION 7 - REMOVAL OF TREES AND STUMPS.....26

SECTION 8 - DENSE GRADED AGGREGATE ..... 27

SECTION 9 - CRUSHED STONE..... 28

SECTION 11 - FORMED CLASS A CONCRETE AND UNFINISHED CONCRETE ..... 30

SECTION 12 - CONCRETE SIDEWALK (4½" AND 6") ..... 31

SECTION 13 - CONCRETE ENTRANCE PAVEMENT (8") ..... 33

SECTION 14 - SIDEWALK RAMPS..... 34

SECTION 15 – HEADER CURB AND/OR CURB AND GUTTER..... 36

SECTION 17 - BITUMINOUS BASE..... 37

SECTION 18 - CLASS I BITUMINOUS SURFACE ..... 38

SECTION 19 – BITUMINOUS MATERIAL FOR TACK..... 39

SECTION 21 – CURB AND DROP BOX INLET ..... 40

SECTION 22 - MANHOLE CONSTRUCTION ..... 41

SECTION 24 - MANHOLE OR STORMWATER BOX INLET TIE-IN ..... 45

SECTION 25 - STORM SEWER PIPE..... 46

SECTION 31 - SEEDING AND PROTECTION ..... 52

SECTION 32 - SODDING ..... 53

SECTION 34 – HIGH DENSITY POLYETHYLENE PERFORATED PIPE ..... 54

SECTION 41 – EROSION AND SEDIMENT CONTROL ..... 55

SECTION 43 - EDGE KEY ..... 61

SECTION 46 - PRECAST MODULAR BLOCK RETAINING WALL .....	62
SECTION 49 – PROJECT SIGN .....	66
SECTION 50 – ROADWAY SIGNAGE .....	67
SECTION 51 - HANDRAIL .....	68
SECTION 55 – DETECTABLE WARNING SURFACE TILE.....	69
SECTION 57 - PAVEMENT STRIPING .....	79
SECTION 58 – THERMOPLASTIC PAVEMENT STRIPING – WHITE OR YELLOW ....	82
SECTION 59 – THERMOPLASTIC PAVEMENT MARKINGS .....	88
SECTION 60 – PRECAST CONCRETE WHEEL STOPS.....	90
SECTION 61 – INLAID PAVEMENT REFLECTORS.....	91
SECTION 62- ALUMINUM SHEETING SIGNS AND POSTS.....	93
SECTION 63 – STREET LIGHTING.....	94
SECTION 70 - MOBILIZATION AND DEMOBILIZATION .....	96
SECTION 71 – UTILITY COORDINATION .....	98

# **TECHNICAL SPECIFICATIONS**

## **SECTION A - GENERAL PROVISIONS**

### **A.1 KENTUCKY DEPARTMENT OF HIGHWAYS - SPECIFICATIONS**

Except as otherwise indicated on the Plans, and in the Contract Documents and Specifications, all items of Work including materials, construction methods, method of measurement and basis of payment shall comply with the current edition of the *Kentucky Department of Highways (KDOH) Standard Specifications for Road and Bridge Construction* and all current revisions.

With regard to the incorporation *Standard Specifications of KDOH* into these Technical Specifications, the following should be noted:

- Unless either the content implicitly or the Plans and Contract Documents and Specifications explicitly indicate otherwise, all KDOH references to "the Department" should be construed as being references to the Lexington-Fayette Urban County Government (LFUCG).
- Any discrepancy between the *Standard Specifications of KDOH* and the express intentions of Lexington-Fayette Urban County Government (i.e., Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings) shall be resolved in favor of the latter. (An example of one of the more common types of discrepancy is that which sometimes occurs with regard to the measurement of and payment for Work items.)

### **A.2 ABBREVIATIONS**

Abbreviations of standards, codes, and publications used within these Specifications are as follows:

ASTM	American Society of Testing and Materials
ANSI	American National Standard Institute
KDOH	Kentucky Department of Highways, "Standard Specifications for Road and Bridge Construction", Current Edition

### **A.3 SCOPE**

It is the intent that the CONTRACTOR, in accordance with the Plans, Contract Documents and Specifications, and other mutually acknowledged informational materials shall perform everything required to be performed and to furnish a complete, fully operating Work, and shall provide and furnish all labor, materials, necessary tools, expendable and non-expendable equipment and all transportation services required for the entire, proper completion of the Work, the cost of all of which shall be included in his bid.

The CONTRACTOR shall make all requisite excavations and foundation preparation for constructing sidewalks, incidental drainage structures, and retaining walls. The CONTRACTOR shall, where required, excavate and prepare subgrade for pavement widening and replacement. The CONTRACTOR shall provide all signs, lighting, barricades, flagmen and watchmen, and make provisions necessary to protect and maintain buildings, fences, trees, shrubs, poles, existing utility fixtures, watercourses, surface drains, or other structures in, on, across, or adjacent to the Work and repair all damage done to them where and as required. The CONTRACTOR shall perform all backfilling, restore walks, grass plots, flowers, shrubs, trees, paved surfaces, etc., damaged or disturbed and clear away all rubbish and surplus materials. The CONTRACTOR shall put in complete and acceptable working order the items covered by the Contract.

This Specification sets forth several items of Work or conditions, which are required as integral parts of the successful completion of the Project. All items discussed herein under General Provisions are considered incidental to the overall accomplishment of the Project and no separate payment shall be made therefore unless otherwise noted elsewhere in these specifications.

#### **A.4 CONTRACTOR'S FACILITIES**

A.4.1 Sanitary Facilities: The CONTRACTOR shall provide and maintain all necessary sanitary facilities at the site, in accordance with all applicable regulations, and shall properly remove same at completion of the Project.

A.4.2 Utilities: The obtaining of all utilities, which may be required for construction shall be the responsibility of the CONTRACTOR.

#### **A.5 CONTRACTOR'S FIELD OFFICE**

A CONTRACTOR'S Field Office is not required.

#### **A.6 UTILITIES**

The CONTRACTOR is to notify all utility companies prior to beginning construction operations.

It shall be the CONTRACTOR'S responsibility to locate all utilities, make appropriate arrangements regarding relocation, maintain utility service throughout the construction period, and make final relocations at the completion of the Work. The CONTRACTOR shall be responsible for any injury or damage to the existing utilities due to his operations whether shown or not shown in the plans. Where utilities are shown or indicated on the plans, the information given is in accordance with the best information in possession of the OWNER but is approximate only. The data is not warranted to be either complete or correct, and the CONTRACTOR shall assume all risks resulting from the conditions arising from the approximations shown.

The CONTRACTOR shall confer with the utility companies to inform them of the proposed construction schedule, verify the location and elevation of existing utilities and arrange for the

relocation and adjustment of any facilities to avoid interference with the proposed construction. All such activities are to be performed under the direction of and with the approval of the ENGINEER.

When the various utility owners find it necessary to make adjustments to their lines where the CONTRACTOR is presently working, the CONTRACTOR is to move his operations to another area of Work so as not to interfere in any way with the utility company's Work.

Any utilities covered up or lost by the construction operations of the CONTRACTOR shall be uncovered and found by the CONTRACTOR and the new construction repaired and/or replaced as directed by the ENGINEER. No additional compensation will be allowed for such Work nor shall any additional payment be allowed for the relocation and adjusting of any utility but shall be considered incidental to other Work.

The CONTRACTOR shall make a concerted effort to prevent any disruption of utility services, and if an unintended disruption occurs, the CONTRACTOR shall immediately and safely restore service. If disruption of any of the utility services covered in this section is unavoidable, it will be the responsibility of the CONTRACTOR to notify affected property owners. The CONTRACTOR shall also make every effort to restore said services before quitting Work for the day. In the event this cannot be done, the CONTRACTOR shall provide temporary service to the property owners until permanent service can be restored.

#### **A.7 INSTALLATION REQUIREMENTS**

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as suggested by the respective manufacturers, unless otherwise specified herein or directed by the ENGINEER.

#### **A.8 PROOF OF COMPLIANCE**

Whenever the Contract Documents require that a product be in accordance with Federal Specifications, ASTM Designations, ANSI Specifications, or other associations' standards, the CONTRACTOR shall present a certification from the manufacturer that the product complies therewith. When requested or specified, the CONTRACTOR shall submit supporting test data to substantiate compliance.

## **A.9 DUST CONTROL**

The CONTRACTOR shall be responsible for minimizing the generation of dust resulting from his operations at all times. The CONTRACTOR shall be required to maintain all excavations, embankments, stockpiles, roads, permanent access roads, plant sites, waste areas, and all other Work areas within or without the project boundaries free from dust, which would cause a hazard or nuisance to others. Approved temporary methods of stabilization consisting of sprinkling, chemical treatment, light bituminous treatment, or similar methods will be permitted to control dust. Dust control shall be performed as the Work proceeds, and whenever a dust nuisance or hazard occurs.

No direct payment for Dust Control shall be made. Payment for Dust Control shall be incidental to Earthwork.

## **A.10 REPAIR OF DAMAGE**

Any damage done to structures, fills, roadways, or other areas shall be repaired at the CONTRACTOR'S expense before final payment is made.

## **A.11 PROJECT EXTENT**

The CONTRACTOR shall be responsible for satisfying himself as to the construction limits for the Project. The CONTRACTOR shall not establish Work, storage, or staging area outside the Project limits, unless otherwise directed or approved by the ENGINEER.

## **A.12 WORKING HOURS**

Work on these Projects shall generally be restricted to daylight hours, but may be further restricted by the ENGINEER if required *and as described in the Special Conditions*; except emergency Work, such as any necessary pumping, which may require 24-hour operation. If the CONTRACTOR elects to Work beyond the normal work week, he shall notify the ENGINEER of his intent as far in advance as possible. Lane closures for all streets with a functional classification above local shall occur only between the hours of 9:00 a.m. and 3:00 p.m., except as approved by the ENGINEER.

## **A.13 GUARANTEE**

The CONTRACTOR shall assume responsibility for all workmanship and materials for a period of one year from final payment. Any Work found to be defective due to failure to comply with the provision and intent of the Contract Documents, Specifications, and Plans shall be replaced at the CONTRACTOR'S expense.

#### **A.14 PROPERTY CONSIDERATION**

Materials having a salvage value shall remain the property of the OWNER. Salvageable material rejected by the OWNER shall become the responsibility of the CONTRACTOR to dispose of in a proper manner subject to the approval of the ENGINEER.

#### **A.15 BLASTING**

Blasting is addressed in the Special Conditions.

#### **A.16 HAZARDOUS MATERIAL - GAS LINES**

The CONTRACTOR is advised to exercise caution in his operations on this project, regardless of whether the plans indicate or do not indicate the presence of any gas or hazardous materials carrying lines.

#### **A.17 DIVERSION OF STORM WATER**

Appropriate measures must be taken to sandbag the necessary manholes and to divert drainage around the area under construction, including the use of pumps if necessary. The CONTRACTOR is responsible for developing a plan to divert storm drainage around the construction area with the approval from the ENGINEER. Materials, labor, and all incidentals necessary to accomplish this diversion of storm drainage will be considered incidental to the contract unless noted otherwise in Section 41 of these Specifications.

#### **A.18 SEWER SERVICE MAINTENANCE**

This Work shall consist of maintaining existing sanitary sewer service to residents in the area during construction. Sewage is to be maintained by whatever means necessary, with the exception of unavoidable short-term disconnections during sewer replacement. No surcharge of manholes causing a sewer back-up into a property will be allowed.

With the exception of approved sewer by-pass pumping as noted in Section 35 of these Specifications, no separate payment will be made for Sewer Service Maintenance. Sewer Service Maintenance shall include all materials, equipment and labor necessary to maintain sewer service to residents during construction.

#### **A.19 EROSION AND SEDIMENT CONTROL**

This work as described in Section 5.17 of the General Conditions shall involve preparation of a Stormwater Pollution Prevention Plan,(SWPP) a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP). Preparation of these documents shall be the responsibility of the Contractor.

No direct payment will be made for preparation of the SWPP, the NOI and the LDP. Payment for these tasks shall be incidental to Mobilization.

No direct payment will be made for preparation of the SWPP inspection reports and the NOT. Payment for these tasks shall be incidental to Demobilization.

Other related permits, such as a Stream Encroachment Permit, Water Quality Certification, and/or USACE permits, shall be obtained by the LFUCG as needed.

## **TECHNICAL SPECIFICATIONS**

### **SECTION B - MAINTENANCE OF TRAFFIC**

#### **B.1 SCOPE**

The CONTRACTOR shall maintain vehicular and pedestrian traffic along and around the project during construction as noted on the Maintenance of Traffic Plan. If applicable, the CONTRACTOR may present an alternate plan for maintenance of traffic and traffic signs subject to the approval of the Lexington-Fayette Urban County Government Traffic Engineer prior to the beginning of Work. Such plan shall meet the ingress and egress requirements for local business as described on the Maintenance of Traffic Plan. The OWNER reserves the right to reject any alternate Maintenance of Traffic plans proposed by the CONTRACTOR.

#### **B.2 MATERIALS**

The CONTRACTOR shall furnish bridging plates or provide other means of maintaining safe access for pedestrians and service traffic to all businesses during normal working hours. Adequate personnel shall be available during daylight hours to assure maintenance. Metal trench covers, granular backfill or other suitable materials and methods shall be utilized to maintain vehicular traffic through areas disturbed by construction operations.

#### **B.3 SIGNING**

The CONTRACTOR shall furnish and erect suitable barricades, signs and other necessary devices to control, guide and safeguard traffic passing through or around the construction project. All such devices shall conform in all respects to the requirements of the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Projects. The CONTRACTOR, before erecting any barricades or changing the location of one already placed, shall notify the ENGINEER at least three days prior to such contemplated erection or change, except in case of an emergency. In case of an emergency, the ENGINEER may direct the CONTRACTOR to immediately provide safety and warning devices to safeguard traffic. All night-time control devices requiring illumination shall be lighted every night during the entire period from sunset to sunrise. The CONTRACTOR will be held responsible for all damage to Work due to failure to provide barricades, signs, lights, and watchmen to protect it; and whenever evidence of such damage is found prior to acceptance, the ENGINEER may order the damaged portion removed and replaced by the CONTRACTOR at the CONTRACTOR'S expense. The responsibility remains the CONTRACTOR'S until the project is accepted.

#### **B.4 APPLICABLE KENTUCKY DEPARTMENT OF HIGHWAYS (KDOH) STANDARD SPECIFICATIONS**

To the extent that it does not conflict with the content of the Plans, Contract Documents and Specifications, Subsection 112 of KDOH Standard Specifications, current edition, is incorporated into this Technical Specification.

## **B.5 PROJECT TRAFFIC COORDINATOR**

Contractor shall designate an employee to be the project Traffic Coordinator, in accordance with Subsection 112.03.12 of KDOH Standard Specifications, current edition.

## **B.6 MEASUREMENT AND PAYMENT**

Payment for Maintain and Control Traffic shall include all of the bid elements related to the maintenance of traffic, including: static signage, portable changeable message signs, plating, barricades, lighting, temporary pavement striping, flagging, labor, etc., and shall be lump sum, payable as a percentage of the work completed.

Payment for Maintain and Control Traffic shall also include all granular backfill or other suitable materials and methods, all labor, equipment, and incidentals necessary to provide access to all businesses during normal working hours, and shall be lump sum, payable as a percentage of the work completed.

## **TECHNICAL SPECIFICATIONS**

### **SECTION C - FINAL CLEANUP**

#### **C.1 SCOPE**

The Work will not be considered as complete, and final payment will not be made, until the right-of-way and all ground occupied by the CONTRACTOR in connection with the Work has been cleared of all rubbish, equipment, excess materials, temporary structures, and weeds. Rubbish and all waste materials of whatever nature shall be disposed of in waste areas provided by the CONTRACTOR. All property, both public and private, which has been damaged in the execution of the Work, shall be repaired or replaced in an acceptable manner. All ditches in the area of the Work shall be drained and areas affected by the Work shall be left unobstructed and in such condition as acceptable to the ENGINEER.

#### **C.2 PAYMENT**

No direct payment will be made for final cleanup. Demobilization costs will not be released until ENGINEER approves final cleanup.

## **TECHNICAL SPECIFICATIONS**

### **SECTION D – ALLOWANCES**

#### **D.1 SCOPE OF WORK**

This Section includes administrative and procedural requirements governing allowances. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

The following allowances shall be included in the Contractor's BASE BID CONTRACT PRICE:

Quality Control Services Allowance – Include a \$10,000 allowance which shall cover the costs of Quality Control Services including testing and inspection in accordance with Technical Specification section E.

#### **D.2 RELATED DOCUMENTS**

Drawings and general provisions of the Contract and other Technical Specification Sections, apply to this Section.

#### **D.3 SELECTION AND PURCHASE**

At the earliest practical date after award of the Contract, advise Owner of the date when final selection and purchase of services described by an allowance must be completed to avoid delaying the Work.

At Owner's request, obtain proposals for use in making final selection of testing contractor and include recommendations that are relevant to performing the Work.

Procure testing services selected by the Owner from the designated supplier.

#### **D.4 SUBMITTALS**

Submit proposals for purchase of testing services included in allowance, in the form specified for Change Orders.

Coordinate and process submittals for allowance in same manner as for other portions of the Work.

## **D.5 EXAMINATION**

Examine test results covered by the allowance promptly on delivery for deficiencies.

## **D.6 BASIS OF PAYMENT**

An Allowance has been set up for Payment. Contactor will pay for testing as required by Section E and will be reimbursed up to the Testing Allowance. Payment will be based off invoices from the Quality Control Services Subcontractor. The Contractor's Fee for overhead, profit, and any other cost associated with Section D and E of these specifications shall be 5%.

## **TECHNICAL SPECIFICATIONS**

### **SECTION E – QUALITY CONTROL SERVICES**

#### **E.1 DESCRIPTION OF REQUIREMENTS**

Required inspection and testing services are intended to assist in the determination of probable compliance of the Work with requirements specified or indicated. These required services do not relieve the Contractor of responsibility for compliance with these requirements or for compliance with requirements of the Contract Documents.

Tests, inspections and certifications of materials, equipment, subcontractors or completed Work, as required by the various sections of the Specifications shall be obtained by the Contractor and all costs shall be included in the Contract Price as an allowance.

The Contractor shall submit to the Engineer the name of any testing laboratory to be used for approval.

Certifications by independent testing laboratories shall give scientific procedures and results of tests.

Inspections, tests and related actions specified in this section and elsewhere in the Contract Documents are not intended to limit the Contractor's own quality control procedures which facilitate overall compliance with requirements of the Contract Documents.

#### **E.2 RELATED DOCUMENTS**

Drawings and general provisions of Contract, and other Technical Specifications sections, apply to Work of this Section.

#### **E.3 SUBMITTALS**

Submit a certified written report of each inspection, test or similar service, directly to the Owner.

Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to the following:

1. Name of testing agency or test laboratory.
2. Dates and locations of samples and tests or inspections.
3. Names of individuals making the inspection or test.
4. Designation of the work and test method.
5. Complete inspection or test data.
6. Test results.
7. Interpretations of test results.
8. Notation of significant ambient conditions at the time of sample-taking and testing.

9. Comments or professional opinion as to whether inspected or tested work complies with requirements of the Contract Documents.
10. Recommendations on retesting, if applicable.

#### **E.4 RESPONSIBILITIES**

Contractor Responsibilities: Except where they are specifically indicated as being the Owner's responsibility, or where they are to be provided by another identified entity, inspections, tests and similar quality control services are the Contractor's responsibility; these services also include those specified to be performed by an independent agency and not directly by the Contractor. Costs for these services shall be included as an allowance. The Contractor shall employ and pay an independent agency, testing laboratory or other qualified firm to perform quality control services specified.

Retest Responsibility: Where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance of related Work with the requirements of the Contract Documents, then retests are the responsibility of the Contractor, regardless of whether the original test was the Contractor's responsibility. Retesting of work revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original Work.

Responsibility for Associated Services: The Contractor is required to cooperate with the independent performing required inspections, tests and similar services. Provide such auxiliary services as are reasonably requested. Notify the testing agency sufficiently in advance of operations to permit assignment of personnel. These auxiliary services include but are not necessarily limited to the following:

1. Providing access to the work.
2. Taking samples or assistance with taking samples.
3. Delivery of Samples to test laboratories.
4. Delivery and protection of samples and test equipment at the project site.

Coordination: The Contractor and each independent agency engaged to perform inspections, tests and similar services for the project shall coordinate the sequence of their activities so as to accommodate required services with a minimum of delay in the progress of the Work. In addition, the Contractor and each independent testing agency shall coordinate their Work so as to avoid the necessity of removing and replacing Work to accommodate inspections and tests. The Contractor is responsible for scheduling times for inspections, tests, taking of samples and similar activities.

#### **E.5 REPAIR AND PROTECTION**

Upon completion of inspection, testing, sample taking and similar services performed on the Work, repair damaged work and restore to eliminate deficiencies, including deficiencies in the visual qualities of exposed finishes. Protect Work exposed by or for quality control service

activities, and protect repaired work. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

## **E.6 STRUCTURAL CONCRETE**

Structural concrete used in retaining walls and footings shall be tested in accordance with the KYTC Standard Specifications, Kentucky Methods and KYTC Materials Field Sampling and Testing Manual.

Air Content Test, Slump Test, Temperature, and Compressive Strength (Cylinders - set of 2 for 6x12's or set of 3 for 4x8's) shall be conducted at the following frequency:

- Test the first production unit daily for each class (usually a truck load) and any one of the next four (4) for slump, air content, and temperature.
- After satisfactory control is established, one each for each 100 CY or fraction thereof per class daily.
- When the randomly selected production unit falls outside specification limits, the above listed start up frequency will be resumed until the required number of production units meet the specifications.
- Slump and air tests shall be performed on all batches from which concrete cylinders are cast.

## **E.7 SUBGRADE**

Proof roll on undisturbed subgrade. If the subgrade is disturbed it is considered embankment (i.e. roadway subgrade). Proof roll with loaded dump truck, minimum 37 tons, with truck operating at walking speed over the entire subgrade.

## **E.8 EMBANKMENT**

In LFUCG ROW

- Proof roll with loaded dump truck, minimum 37 tons, with truck operating at walking speed over the entire subgrade.

In KYTC ROW

- Nuclear density tests (KM 64-002) every 25 lineal feet, alternating lanes using a known maximum dry density (MDD) and optimum moisture content (OMC) determined by a qualified geotechnical laboratory via ASTM D698. The MDD shall be 95% and the OMC shall be +/- 2%. Control strips not used.

## **E.9 DGA or TBB**

In LFUCG ROW

- Proof roll with loaded dump truck, minimum 37 tons, with truck operating at walking speed over the entire subgrade.

In KYTC ROW

- Nuclear density tests (KM 64-002) every 25 lineal feet, alternating lanes using a known MDD and OMC determined by a qualified geotechnical laboratory via ASTM D698. Usually around 144 PCF. 98% of target density with no test result below 95%. Control strips not used.

#### **E.10 ASPHALT BASE**

Nuclear density tests (KM 64-002) every 25 lineal feet, alternating lanes using a known density provided from the asphalt batch plant (Ask the foreman to get the current test result from the batch plant.). Do not place base course when ambient temperature is 350F or less, per KYTC 403. Temperature of asphalt base on truck should be between 2300F to 3500F (NO BLUE SMOKE) KYTC 401. Compaction should be done before reaching 1750F (or it is very hard to get compaction)

#### **E.11 TACK COAT**

Visually inspect for proper cover. Wait until it breaks (changes from black to brown before adding next course of asphalt. Get weight tickets from contractor for payment. Or, measure out and area in square yards, read the gauge on the truck before and after the section is sprayed. Should be going down at 0.1gal/SY per KYTC 406. Compare to weight ticket at end of day to area applied.

#### **E.12 PREFORMED ASPHALT MARKING**

Surface must be cleaned prior to application (i.e. free of loose material, mud, moisture and grease/oil). Do not apply thermoplastic pavement markings when ambient and surface temperatures are below 500F. KYTC 714.

#### **E.13 PERMANENT PAINT MARKINGS**

Surface must be cleaned prior to application (i.e. free of loose material, mud, moisture and grease/oil). KYTC 713. No Temperature requirement listed in the KYTC specification so match that required for thermoplastic striping 50oF.

#### **E.14 OTHER**

Inspections and/or testing of other work items as directed by the Owner shall be coordinated by the contractor.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 1 - CONSTRUCTION STAKING**

#### **1.1 SCOPE**

The CONTRACTOR shall furnish and be responsible for all staking (including initial staking), necessary to control and complete the Work per the specifications and in accordance with the lines and grades shown on the plans.

The CONTRACTOR shall establish a survey baseline, or if one has been previously established, the CONTRACTOR may elect to field-verify and adopt the existing baseline. Should, prior to beginning Work on the project, all or part of the baseline be destroyed, it will be the CONTRACTOR'S responsibility to re-establish this baseline from the reference points shown on the plans. It will be the CONTRACTOR'S responsibility to establish all offset projection centerlines shown on the plans. Should, during the course of construction of this project, any construction stakes be destroyed by others, it will be the CONTRACTOR'S responsibility to reset the stakes at no additional cost to the OWNER.

The CONTRACTOR'S staking party shall be under the general supervision of a Licensed Professional Land Surveyor. It shall be definitely understood that supervision of the resetting of construction staking is solely the responsibility of the CONTRACTOR and any errors or inaccuracies resulting from the operations of the construction staking party shall be corrected at no cost to the OWNER.

It will be the OWNER'S responsibility to make all measurements for determining final quantities to be used for basis of final payment on items of Work.

To the extent that it does not conflict with the content of the Plans and Contract Documents and Specifications, Section 201 of KDOH Standard Specifications, current edition, is incorporated into this technical specification.

#### **1.2 PAYMENT**

Payment will be included in the Staking item of the total bid and shall be lump sum. All labor, materials, and equipment necessary to complete the work shall be incidental to Staking.

## TECHNICAL SPECIFICATIONS

### SECTION 2 - CLEARING AND GRUBBING

#### **2.1 SCOPE**

This item includes the clearing and grubbing of any trees, stumps, brush, bushes, cement concrete and/or stone masonry, steps, walls, sidewalk, curb, pipe, fencing not otherwise identified in Section 6 of these Specifications, and structures within the construction limits not otherwise removed by the excavation and grading operations or included in the summary items. Clearing and grubbing shall also include trimming of trees overhanging the right-of-way that impedes work. Also, included is the proper removal and disposal of such materials in a manner acceptable to the ENGINEER and in a manner not detrimental to the inhabitants of the area. The CONTRACTOR will be responsible for determining and complying with laws and local ordinances regarding disposal and/or burning of such materials. Trees, shrubbery, fences, retaining walls, and other such items not specifically noted on the plans to be removed or saved in place, or not shown on the plans, but suspected of being within the project construction limits shall not be disturbed until so directed by the ENGINEER. Clearing and grubbing shall not commence without approval of the ENGINEER.

Work shall not be performed outside the right-of way limits and existing vegetation outside the limits shall not be disturbed unless authorized by the ENGINEER.

Also included in this item will be the careful removal and stockpiling for pickup by the OWNER of all street and traffic signs, inlet grates, manhole frames and covers and other such salvageable and reusable items not intended to be reset on the job.

Vegetated areas on which excavation or fill operations are to be performed shall be stripped of all vegetation, topsoil, and other organic material as directed by the ENGINEER.

When it is practical, stripped topsoil material shall be utilized or disposed of in the general area from which it came in a manner directed by the ENGINEER. Stockpiling of topsoil-type material will not be required, unless otherwise specifically designated on the Drawings or in the Specifications.

Where existing shrubs, fences, planter boxes, etc. are to be removed from the public right-of way for new construction under this Contract, and the property owner at this site wishes to replace or re-use same on his private property, the CONTRACTOR shall carefully remove and store on this property owner's property for his use after construction is completed.

To the extent that it does not conflict with the content of the Plans and Contract Documents and Specifications, Section 202 of KDOH Standard Specifications, current edition, is incorporated into this Technical Specification.

Separate sections of these technical specifications make provisions for excavation and for designated removal of: curb and gutter; sidewalks; entrance pavements; and bituminous concrete, and portland cement pavements. Where appropriate, separate items for these features will be included in the Purchase Order for the Work Site.

## **2.2 MEASUREMENT AND PAYMENT**

Clearing and Grubbing will be paid for at the Contract Unit Price per lump sum, on a percent-completed basis, as quoted and this shall be full compensation for all Work required under this Section. All labor, materials, equipment and excavation, etc. shall be included in this work.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 3 - EARTHWORK**

#### **3.1 SCOPE**

The work shall consist of the required removal and proper utilization or disposal of all excavated materials, forming embankments, the shaping and finishing to the required lines and grades as shown on the Plans, and performing routine dust control as described in the General Provisions.

#### **3.2 MATERIALS**

All material removal shall be unclassified. This includes removal of all pavements, curbs, gutters, concrete and bituminous driveway entrances, and concrete sidewalks. It shall be distinctly understood that any reference to rock, earth, concrete, or any other material on the plans or cross-sections whether in numbers, words, letters, or lines is solely for the OWNER'S information and is not to be taken as an indication of classified excavation or the quantity of any material involved. The Bidder must draw his own conclusions as to the conditions to be encountered. The OWNER does not give any guarantee as to the accuracy of the data and no claim will be considered of additional payment if the materials are not in accord with classification shown.

For embankment, only acceptable materials from sources approved by the ENGINEER shall be used. No frozen material or perishable materials of any kind will be allowed in the embankment. No stone or masonry fragment greater than four inches in any dimension will be allowed in the top 12 inches of the finished elevation.

#### **3.3 GENERAL**

Excavation and grading shall be done in a neat and workmanlike manner to form smooth and uniform subgrades and surfaces for all subsequent operations and once the surfaces have been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with current edition of the Kentucky Department of Highways Standard Specifications, it shall be maintained in such condition until covered by subsequent construction operations.

Material removed shall include excavation to the designated depths, transporting of removed materials from points to final use, disposal of surplus materials, and the shaping and finishing of all areas to the required lines and grades as shown on the Drawings.

Surplus material will become the responsibility to the CONTRACTOR to dispose of off the project limits at a site acquired by the CONTRACTOR at no expense to the OWNER and approved by the ENGINEER.

Material removal carried below the indicated depths, except when directed by the ENGINEER, shall be replaced with material satisfactory to the ENGINEER. Additional payment will not be necessitated thereby. All areas of fill shall be constructed to the lines and grades indicated on the Drawings, unless otherwise directed by the ENGINEER.

### **3.4 PREPARATION OF SUBGRADE**

Preparation of subgrade for pavements, bases, curbs, gutters, sidewalks, and retaining walls shall conform to the required grades and the specified depth below the designated surface of the particular item for which it is intended. All soft and spongy places in the subgrade shall be excavated and backfilled with No. 2 coarse aggregate below the base course level, then brought to grade with dense graded aggregate. Once the subgrade has been shaped to the proper template and compacted to the satisfaction of the ENGINEER and in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, current edition, it shall be maintained in such condition until covered by subsequent construction operations. Any portion of the subgrade which, cannot be shaped and compacted by the use of machinery shall be prepared by the use of hand tools.

### **3.5 UTILIZATION OF REMOVED MATERIALS**

All suitable material removed shall be used, insofar as it is practicable, in constructing the fill and embankments shown on the Drawings provided that the ENGINEER approves. The contractor shall dispose of any material in excess or unsatisfactory for such use.

### **3.6 CONSTRUCTION TOLERANCES**

The CONTRACTOR shall make every reasonable effort to construct the project uniformly. Tolerances which will be allowed will be according to the KDOH Standard Specifications for Road and Bridge Construction, current edition.

No payment will be made for any earthwork performed outside the limits shown on the Drawings or those approved by the ENGINEER. No extra material shall be removed or placed outside of these limits without permission.

### **3.7 STANDARD SPECIFICATIONS**

To the extent that they do not conflict with the content of the Plans and Contract Documents and Specifications, Sections 109, 203, 204, 205, 206, 207, 212, and 213 of KDOH Standard Specifications, current edition, are incorporated into this Technical Specifications.

### **3.8 MEASUREMENT AND PAYMENT FOR EXCAVATION AND PLACEMENT**

Payment for Excavation and Placement shall be lump sum. Excavation and Placement shall include excavation to the designated depths, transporting of removed materials from points of removal to points of final use, disposal of surplus or rejected materials, and the shaping and finishing of all areas to the required lines and grades as shown on the Drawings.

Actual quantities may vary from those indicated by the plans, and no adjustment in price shall be made for variances. Payment for Excavation and Placement shall be full compensation for all labor, equipment, and incidentals necessary to complete the Work, in place, ready for use.

### **3.9 EMBANKMENT**

The Work shall consist of forming embankments with materials from sources indicated on the Plans or from other approved sources in accordance with these Specifications, to conform to the lines, grades, and cross-sections specified. The Work shall be performed in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Constructions, Current Edition, Section 206.

Embankment shall include obtaining suitable approved material either through on-site excavation or from offsite, placement of soil in specified lifts, adding moisture as needed and uniformly incorporating it into the soil through disking or other mechanical means, and compacting with mechanical compaction equipment that will satisfy the density requirements of at least 95 percent.

### **3.10 MEASUREMENT AND PAYMENT FOR EMBANKMENT**

Payment for Embankment shall be lump sum. Material used for Embankment may be from approved on-site sources and/or approved off-site sources. Removal and transport of material shall be incidental to the cost of Embankment. The cost of soil testing, if required, shall be per Section A7 of the General Provisions.

Actual quantities may vary from those indicated by the plans, and no adjustment in price shall be made for variances. Payment for Embankment shall be full compensation for all labor, equipment, and incidentals necessary to complete the Work, in place, ready for use.

### **3.11 PAYMENT FOR REMOVAL OR SAFE LOADING OF PIPE**

Payment for the removal or safe loading of pipes shall be incidental to Earthwork.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 4 - SAWCUTTING WALK, CURB, PAVEMENT, ETC.**

#### **4.1 SCOPE**

When sawcutting of sidewalks, curb/curb and gutter, pavement, etc. is called for in these Specifications it shall require the use of an approved saw in order to obtain a smooth, straight line. Any existing facility, which is not marked for removal by the ENGINEER, but is nevertheless removed, shall be replaced at the CONTRACTOR'S expense.

#### **4.2 BASIS OF PAYMENT**

Sawcutting will be incidental to any construction activity in which it is encountered. No separate payment for rock excavation will be made.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 5 - ROCK EXCAVATION (MECHANICAL)**

#### **5.1 SCOPE**

Work under this Section shall be accomplished by accepted methods of either drilling, jack hammering, hoe ramming, rock trenching, single-tooth ripping, or using other high-impact equipment to remove rock in areas where blasting is not acceptable as determined by the ENGINEER. Work under this Section shall include all labor, materials, equipment, removal and disposal of loose rock, and incidentals necessary to complete the Work. Any property damage caused by operations under this section is the responsibility of the CONTRACTOR. All Work under this Section is to be completed as defined in the Kentucky Department of Highways Standard Specifications.

#### **5.2 BASIS OF PAYMENT**

Excavation on this project is unclassified. Rock excavation will be incidental to any construction activity in which it is encountered. No separate payment for rock excavation will be made.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 6 – REMOVE CONCRETE AND MISC ITEMS AND REPLACE FENCE**

#### **(REMOVE PORTLAND CEMENT CONCRETE PAVEMENT, SIDEWALKS, ENTRANCE PAVEMENT, BITUMINOUS CONCRETE PAVEMENT, CURB AND GUTTER, PIPE, AND FENCING AND REPLACEMENT OF FENCING**

##### **6.1 SCOPE**

Work will consist of the removal of Portland Cement Concrete Pavement, Sidewalks, Entrance Pavement, Bituminous Concrete Pavement, Curb and Gutter, Pipe, and Fencing. Work for this Section shall conform to the Kentucky Department of Highways Standard Specifications, Section 203, current edition, and shall include all labor, materials (including base and DGA), equipment, excavation, disposal (hauling and tipping fees), saw-cutting and incidentals necessary to complete Work. Removal areas will terminate at fully sawed joint faces. All materials shall be disposed of off-site at an approved location and in an acceptable manner.

Where noted on the drawings, the Contractor shall remove and replace existing fencing. Existing fence posts, boards and hardware shall be carefully removed and safely stored until the site is prepared for reinstallation of the fence. Prior to removal, the Contractor and Engineer shall carefully inspect the fence, noting its condition and recording in writing, any damage, for which the Contractor will not be held liable.

Wooden fences (privacy, plank and picket) that are replaced shall match as closely to the existing style of existing fence as possible. Contractor shall provide submittals, and a sample of each, if requested by the Owner.

Where noted on the drawings, and/or referenced in Part 10 of the Special Conditions, the Contractor shall take the specific steps as described therein to protect private property.

##### **6.2 BASIS OF PAYMENT FOR THE REMOVAL OF PORTLAND CEMENT CONCRETE PAVEMENT, SIDEWALK, ENTRANCE PAVEMENT, BITUMINOUS CONCRETE PAVEMENT, CURB AND GUTTER, AND PIPE.**

Removal of all Portland cement concrete pavement, sidewalk, entrance pavement, bituminous concrete pavement, curb and gutter and pipe will be incidental to Clearing and Grubbing. No separate payment for these items will be made.

##### **6.3 BASIS OF PAYMENT FOR THE REMOVE AND REPLACE WOODEN FENCE**

Accepted quantities for Remove and Replace 6 ft Wooden Fence, Remove and Replace Wooden Plank Fence, and Remove and Replace Wooden Picket Fence will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work under this Section)

and paid per linear foot satisfactorily removed and replaced. All labor, materials, excavation, disposal and equipment shall be incidental to the Remove Replace ... Fence.

#### **6.4 BASIS OF PAYMENT FOR NOTED CONDITIONS TO PROTECT PRIVATE PROPERTY**

Specific steps to protect private property as noted on the drawings and Part 10 of the Special Conditions will be incidental to Clearing and Grubbing. No separate payment for these steps will be made.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 7 - REMOVAL OF TREES AND STUMPS**

#### **7.1 SCOPE**

Tree removal consists of removing trees marked for removal. Work for this Section shall include all labor, materials, equipment, and incidentals necessary to complete the Work.

Grinding and removal of stumps and roots is required unless substituted for grubbing with approval of the ENGINEER. When grinding is utilized, wood residue will be totally removed and replaced with approved, compacted topsoil. All stumps shall be ground to a depth that severs the roots from the main root mass or to a minimum depth of ten inches from finished or original grade (whichever is deeper). All holes resulting from the removal of stumps shall be backfilled by the end of the daily work period.

#### **7.2 BASIS OF PAYMENT**

Payment for Removal of Trees and Stumps will be incidental to Clearing and Grubbing. No separate payment will be made for work described under this Section. All labor, materials, disposal (hauling and tipping fees) and equipment shall be incidental to Tree Removal.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 8 - DENSE GRADED AGGREGATE**

#### **8.1 SCOPE**

This Work consists of the construction of Dense Graded Aggregate base in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 109, 207 and 302 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings. The requirements of KDOH Standard Specifications, Section 302, apply with the following changes:

- (1) Control strips will not be required or utilized for compaction control.
- (2) Test sections and target density, as prescribed in paragraph 302.03.04 will not be established.
- (3) Density measurements will be made at locations designated by the ENGINEER or representative.
- (4) Initial testing will be provided by the OWNER; any necessary re-testing requested by the CONTRACTOR will be at the CONTRACTOR'S expense.
- (5) The average of dry density measurements in a lift shall be equal to or better than 144 pounds per cubic foot (pcf). No individual measurement shall be less than 140 pcf.
- (6) In the event the dry density measurements are not met, laydown operations will be stopped in the substandard area identified by the ENGINEER or representative. The CONTRACTOR will either continue compaction effort or rework the designated section until the requirements for dry density are satisfied.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

#### **8.2 PAYMENT**

Accepted quantities for Dense Graded Aggregate will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Dense Graded Aggregate. No direct measurement shall be made. Payment shall be based on weight tickets for Dense Graded Aggregate delivered and accepted for the work. All labor, materials, equipment, proof testing, excavation and disposal of excavated material shall be incidental to the placement of Dense Graded Aggregate.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 9 - CRUSHED STONE**

#### **9.1 SCOPE**

All Work for this Section shall consist of furnishing and placing commercially available Crushed Stone aggregate in sizes and locations as determined by the ENGINEER and shall include all labor, materials, equipment, excavation, compaction, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications.

No. 2's meeting the requirements of KDOH Section 805 should be used for locations as determined by the Engineer and shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work in place, ready for use and constructed in conformance with KDOH Standard Specifications. No. 2 Stone meeting the requirements of KDOH Section 805 can be used for stabilizing sub-grade and pavement base etc.

Where soft, undesirable soil material is encountered at or below desired sub-grade elevation, undesirable material will be removed and/or bridged to develop a sufficient platform to support compaction of DGA. The depth and extent of this work shall be determined based on conditions observed and performance of compaction equipment on the sub-grade. Work shall be directed by the Engineer.

Stone will be dumped or pushed into place and walked in until support is developed for heavy equipment. The ultimate test will be the ability to provide an adequate compaction platform for the DGA base.

No. 9's and No. 57's meeting the requirements of KDOH Section 805 should be used pipe bedding and construction of modular block retaining walls. At the direction of the Engineer, No. 57's may be used to replace unsuitable subgrade under sidewalks and driveways.

#### **9.2 PAYMENT**

Accepted quantities for No. 2's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of stone. No direct measurement shall be made. Payment shall be based on weight tickets for stone delivered and accepted for the work. All labor, materials (other than No. 2 Stone), equipment, proof testing, excavation and disposal of excavated material shall be incidental to the placement of No. 2 Stone.

Payment for No. 9's and No. 57's used for the construction of pipe laying and retaining walls shall be incidental to those items.

Accepted quantities for No. 57's used to replace unsuitable subgrade will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of No. 57's.

All labor, materials, delivery, equipment, and excavation shall be incidental to the placement of No. 9's and No. 57's.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 11 - FORMED CLASS A CONCRETE AND UNFINISHED CONCRETE**

#### **11.1 SCOPE**

Formed Class A Concrete and Unfinished Concrete for encasement, capping trenches, gravity retaining walls, fill for cavities or voids and mass footings shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 601, Current Edition, and shall include all labor, materials, equipment and incidentals necessary to complete the Work.

Dimensions of Formed Class A Concrete or Unfinished Concrete are to be as specified by the Purchase Order.

#### **11.2 BASIS OF PAYMENT**

Accepted quantities for Formed Class A or Unfinished Concrete will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per cubic yard of specified concrete satisfactorily placed and accepted. All labor, materials, and equipment shall be incidental to the placement of Class A Concrete and Unfinished Concrete.

## TECHNICAL SPECIFICATIONS

### SECTION 12 - CONCRETE SIDEWALK (4½" AND 6")

#### **12.1 SCOPE**

This Work consists of the construction of sidewalks (dimensions as specified by the Purchase Order) on a thoroughly compacted subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 206, 207, 505, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER.

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced with compacted No. 57 stone. At the discretion of the Engineer, Contractor shall place a 4" thick subbase of No. 57 stone on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Expansion joints shall be placed at 32-foot intervals. Expansion joint material shall be of approved quality and of one-half (½) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete sidewalks shall be struck off by use of a screed, and they shall be floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths (¾) inch in depth, at four foot intervals, or as indicated on the Plans and shall be hand tooled. Saw cut joints are not acceptable.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers.

All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used (clear curing compound will be required in Historic Districts). Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

## **12.2 PAYMENT**

Accepted quantities for 4 ½ inch and 6 inch Concrete Sidewalk shall be paid for at their respective Contract Unit Prices as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of specified Concrete Sidewalk satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of 4 ½ inch and 6 inch Concrete Sidewalks.

Accepted quantities for No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

## TECHNICAL SPECIFICATIONS

### SECTION 13 - CONCRETE ENTRANCE PAVEMENT (8")

#### **13.1 SCOPE**

This Work consists of constructing Concrete Entrances at the locations shown on the Plans, according to Lexington-Fayette Urban County Government Standard Drawings numbers 307, and 307-1 current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805, and 823 of the KDOH Standard Specifications, current edition.

Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Sidewalk within the neat lines of an entrance shall be considered part of the entrance with regard to construction requirements and also measurement and payment. The entire entrance from inside curb edge through the transition to original driveway shall be completed in continuous pour unless approved otherwise by the ENGINEER. Division joints in driveways wider than fifteen feet shall be three-fourths (3/4) inch in depth, at fifteen foot intervals on-center, or as indicated on the Plans and shall be hand tooled. Saw cut joints are not acceptable.

Subgrade shall be thoroughly compacted. Soft or unsuitable subgrade shall be excavated and replaced with compacted No. 57 stone. At the discretion of the Engineer, Contractor shall place a 4" thick subbase of No. 57 stone on top of compacted subgrade and shall strike and mechanically compact the stone to produce a uniform flat surface.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

#### **13.2 PAYMENT**

Accepted quantities for 8 inch Concrete Entrance Pavement shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square yard of Concrete Entrance Pavement satisfactorily placed. Measurement for entrance pavement will extend to back edge of curb. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Concrete Entrances.

Accepted quantities for No. 57's will be paid for at the respective Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Crushed Stone satisfactorily placed, leveled and compacted. Payment shall be based on weight tickets for stone delivered and accepted for work. All labor, materials (other than the Crushed Stone), equipment, and excavation shall be incidental to the placement of Crushed Stone.

## TECHNICAL SPECIFICATIONS

### SECTION 14 - SIDEWALK RAMPS

#### **14.1 SCOPE**

This Work consists of the construction of Sidewalk Ramps on a thoroughly compacted subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings numbers 304-306 current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805, and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Expansion joint material shall be of approved quality and of one-half ( $\frac{1}{2}$ ) inch thickness. Expansion joints shall extend entirely and continuously through the concrete, and all excess expansion joint material shall be trimmed to conform to the surface of the concrete.

Concrete shall be sufficiently vibrated to assure removal of air voids. Concrete shall be struck off by use of a screed, floated and brushed. Edges and division marks shall be finished in a neat and workmanlike manner through use of the proper concrete finishing tools. Division joints in sidewalks shall be three-fourths ( $\frac{3}{4}$ ) inch in depth, at four foot intervals, or as indicated on the Plans and shall be hand tooled. Saw cut joints are not acceptable. All concrete used shall be Class A concrete on which Type 2 (white pigmented) curing compound is used. Any pouring of concrete must be immediately preceded by inspection and approval of ENGINEER.

When it is necessary to replace portions of existing concrete sidewalks and entrance pavements, such existing features will be removed to the nearest transverse joint or division mark beyond the matching point indicated on the Plans. The existing concrete shall be sawed by an approved concrete saw. In the absence of a transverse joint or division mark, the sawing shall be performed as directed by the ENGINEER. It will not be permissible to place new concrete against the ragged edges of concrete caused by removal devices such as hand tools and air hammers or caused by breaks.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

LFUCG will provide the tactile warning tile for fresh concrete placement and the CONTRACTOR will install per unit price for Detectable Warning Tile Installed. Per Section 55 of these Specifications.

#### **14.2 PAYMENT**

Accepted quantities for Sidewalk Ramps will be paid for at the Contract Unit Price as quoted for 4-1/2 in concrete sidewalk (which shall be full compensation for all Work required under this

Section) and paid per square yard satisfactorily placed. All labor, materials, equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of Sidewalk Ramps.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 15 – HEADER CURB AND/OR CURB AND GUTTER**

#### **15.1 SCOPE**

This Work consists of the construction of Header Curb and/or Curb and Gutter on a thoroughly prepared subgrade in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawing, number 301, current edition. Work in this section shall also conform to Sections 206, 207, 601, 801, 802, 803, 804, 805 and 823 of the Kentucky Department of Highways (KDOH) Standard Specifications, current edition, but only to the extent that these KDOH sections do not conflict with the content of the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government Standard Drawings.

Any placing of concrete must be immediately preceded by inspection and approval of the ENGINEER.

Work for this section shall include all labor, materials, equipment, excavation, and incidentals necessary to complete the Work.

#### **15.2 PAYMENT**

Accepted quantities for Header Curb and/or Curb and Gutter Type 1 or Type 4 will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily placed. Header Curb and/or Curb and Gutter, Type 1 or Type 4, will be paid at the Unit Price across all entrances. All labor, materials (including DGA), equipment, subgrade compaction, excavation and backfill shall be incidental to the placement of concrete Header Curb and/or Curb and Gutter, Type 1 or Type 4.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 17 - BITUMINOUS BASE**

#### **17.1 SCOPE**

This Work consists of the construction of a bituminous base in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Sections 401, 402 and 403 of the Current Edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

#### **17.2 BASIS OF PAYMENT**

Accepted quantities for Bituminous Base will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per ton of Bituminous Base satisfactorily placed. No direct measurement shall be made. Payment shall be based on weight tickets for bituminous base delivered and accepted for work. All labor, miscellaneous materials, equipment, and compaction shall be incidental to the placement of Bituminous Base.

## TECHNICAL SPECIFICATIONS

### SECTION 18 - CLASS I BITUMINOUS SURFACE

#### **18.1 SCOPE**

This Work consists of the construction of a bituminous concrete surface in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawings, current edition. Work in this section shall also conform to Sections 207, 601, 602, 801, 802, 803, 804, 805, 806, 807, 811, 812, 813, 823, 828, and 844 of the KDOH Standard Specifications, current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Generally, the new bituminous surface shall be KDOH Class 1 0.38D PG64-22. All areas to be paved shall be cleaned before paving operations commence. Any small areas to be repaired and paved shall be sawcut a minimum of two (2") inches deep (unless otherwise specified by the ENGINEER) and to a width as specified by the ENGINEER.1 before placement of the new adjacent bituminous pavement.

A bituminous tack coat shall be applied to all old or trafficked pavement, sawcut edges, any concrete base course, and to other bituminous or concrete pavements or surfaces, horizontal or vertical, where any new bituminous pavement material will be placed. A joint sealant, Flexmaster Pourable Crack Sealant 1109 or approved equal will be used at all joints between any new pavement and any existing pavements.

The minimum depth of the new bituminous surface course for street paving shall be (1½") inches and for driveway overlays two (2") inches.

#### **18.2 PAYMENT**

Accepted quantities of Bituminous Concrete Surface will be paid for at the Contract Unit Price per Ton as quoted in the Bid Schedule and shall be full compensation for all Work required under this section. No direct measurement shall be made. Payment will be based on weight tickets for Bituminous Concrete Surface delivered and accepted for the Work. Any water used to ensure that the pavement surface is draining is incidental to Bituminous Concrete Surface. All labor, materials, equipment, excavation, joint sealant, placement and compaction of the bituminous mix, incidentals and any other items necessary to complete the Work of this Section shall be incidental to the placement of the Bituminous Concrete Surface.

Payment for application of tack coat will be paid per Section 19 of these Specifications.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 19 – BITUMINOUS MATERIAL FOR TACK**

#### **19.1 SCOPE**

This Work shall consist of the use of bituminous material for tack in accordance with the Plans, Contract Documents and Specifications. Work in this section shall also conform to the Kentucky Department of Highways (KDOH) Standard Specifications, Section 406, of the current edition and associated cross references, but only to the extent that these KDOH sections do not conflict with the content of these Plans, Contract Documents and Specifications, and LFUCG Standard Drawings.

Application of bituminous tack coat will be applied to old material surfaces, curb contact, cold base surfaces and as otherwise directed by the Engineer.

If tack coat will be subject to traffic, a sand blotter shall be used in accordance with KDOH Standard Specifications for Road and Bridge Construction, Section 406 current edition.

#### **19.2 BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per ton, which payment shall be full compensation for all Work required by this section. Payment will be based on weight tickets for Bituminous Material for Tack delivered and accepted for the Work.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 21 – CURB AND DROP BOX INLET**

#### **21.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to construct LFUCG Type "A", "B", "C", and "D" Curb Box Inlets, KDOH type "A" & type "B" Curb Box Inlets, and/or Type "13", "14 & 15" and "16" Drop Box Inlets as specified in the Purchase Order in accordance with the Lexington-Fayette Urban County Government Standard Drawings Numbers 122-125, KDOH Standard Drawings RDB 013-06 through RDB 020-04 ( 8 dwgs total) and RDB 030-03 through RDB 035-03 (6 dwgs total), RDB 270-08 through RDB 282-03 (7 dwgs total), and shall conform to Kentucky Department of Highway Standard Specifications, Section 601, 602 and 710.

Work for this Section may also include constructing in-place a curb or drop box inlet cover. Such work shall comply with the above-referenced standard drawings to the extent field conditions allow.

#### **21.2 BASIS OF PAYMENT**

Accepted quantities for precast Curb Box and/or Drop Box Inlets will be paid for at the Contract Unit Price as quoted for each type (which shall be full compensation for all Work under this Section) and paid per specified Curb Box and/or Drop Box Inlet satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Curb Box and/or Drop Box Inlets.

Accepted quantities for Curb Box Inlet Modifications will be paid for at the Contract Unit Price as quoted for each inlet modified per the plans (which shall be full compensation for all Work under this Section). Unit cost shall be per structure, regardless of the dimensions, and paid per curb box inlet modification satisfactorily completed. All labor, materials, equipment, removal and disposal of existing top phase of existing structures, and excavation shall be incidental to the Curb Box Inlet Modifications.

## TECHNICAL SPECIFICATIONS

### SECTION 22 - MANHOLE CONSTRUCTION

#### **22.1 SCOPE**

Work for this Section shall consist of manhole construction for manholes less than eight feet zero inches (8'0") deep. Manholes greater than eight feet zero inches (8'0") deep shall be paid for as eight feet zero inches (8'0") manholes plus the additional vertical depth at the Contract Unit Price quoted.

At the option of the CONTRACTOR, manholes shall be constructed of precast concrete manhole rings. Manholes shall be constructed to conform to Lexington-Fayette Urban County Government Standard Drawings 100-105 (storm) and 210-217, 220 and 222 (sanitary), unless otherwise noted or directed by the ENGINEER. Bases for manholes shall be poured in place using Class "A" concrete and shall have a minimum thickness of eight inches (8"). Field poured bases (doghouse manholes) shall only be allowed with prior approval of LFUCG. If no special instructions are given on the plans and precast manholes are used, the 6" overhang in the base section shown on the drawings shall not be required.

Dimensions for the placement of Manholes be as specified by the Purchase Order.

#### **22.2 MATERIALS**

**22.2.1 Precast Concrete Rings:** Precast concrete rings for manholes shall conform to ASTM Standard Specifications C-76, Class II, Wall B, with a minimum concrete strength of 4,000 psi, except that rings for manholes over twelve (12) feet deep shall be Class III. Rings shall be of the tongue and groove type. New or replacement manholes shall be sized such that a 6" ring is installed to permit future height adjustment in either direction. Brick leveling courses shall not be used under any circumstances.

**22.2.2 Precast Concrete Cones:** Precast concrete cones shall be of the size and shape shown on the plans and shall conform to the ASTM Standard Specification C-76 for the reinforced concrete sewer pipe, Class II and as specified above for Precast Concrete Rings.

**22.2.3. Sealant for Concrete Rings:** Conseal or approved equal shall be used as sealant. Cementitious mortar shall not be used.

**22.2.4 Manhole Steps:** Manhole steps shall be asphalt coated cast iron or polypropylene plastic coated steel rod or of a type and size approved by the ENGINEER.

**21.2.5 Manhole Frames and Covers:** The Standard Manhole casting shall consist of 7" cast iron frames and 22-3/4 inch diameter covers weighing not less than 320 pounds for frame and cover, dimensioned as shown on the plans unless otherwise noted. When used the manhole adjustable frames shall be set at their lowest adjusted level. CONTRACTOR

shall not use adjusters to match grade. Manhole covers must set neatly in the rings with contact edges machined for even bearings and tops set neatly in the rings with contact edges machined for even bearings and tops flush with ring edge. They shall have sufficient corrugations to prevent slipperiness and be marked in large letters, "SANITARY" or "STORM SEWER, LEXINGTON, KENTUCKY". The lids shall have two pick holes about 1-1/2 inches wide and 1/2-inch deep with 3/8-inch undercut all around. They shall be equivalent to those manufactured for the Lexington-Fayette Urban County Government by J.R. Hoe and Sons, Middlesboro, Kentucky, and shall be of cast iron conforming to ASTM A-48, Class 35, Gray Iron Castings. The contact surfaces of covers and corresponding rings in the rims shall be machined to provide full perimeter contact.

**21.2.6 Manhole Waterproofing Admixture (Sanitary Manholes Only):** All Sanitary Sewer manhole mix designs shall include a non-soluble crystalline waterproofing admixture added to the concrete mix at the time of batching. The additive shall cause the concrete to become sealed against the penetration of liquids from any direction, and shall protect the concrete from deterioration due to harsh environmental conditions. The admixture shall include a pigment to clearly identify concrete treated with the admix. Dosage shall be per the manufacturer. Acceptable products are Xypex C-1000 Red, manufactured by Xypex Chemical Corporation; KIM K-301, manufactured by Kryton International Inc; and Crystal-X Admix-, manufactured by ConShield Technologies.

**21.2.7 Manhole Microbial Induced Corrosion (MIC) Inhibitor Additive (Sanitary Manholes Only):** All Sanitary Sewer manholes receiving a force main discharge and those within 2,000 feet downstream of that manhole, shall have a liquid additive added to the concrete mix at the time of batching. The additive shall prevent microbiologically induced corrosion (MIC). Dosage shall be per the manufacturer. Acceptable products are ConShield, manufactured by ConShield Technologies, or approved equal.

## **22.3 CONSTRUCTION METHODS**

### **22.3.1 Width and Depth of Excavation of Structure:**

**22.3.1.1 Earth Excavation:** In excavating for concrete structures, the required width shall be such as to permit forms to be constructed in the proper manner and to permit proper backfilling on completion of the structures. Depth of excavation for base shall be as shown on the Standard Drawings and/or as directed by the ENGINEER to obtain sufficient bearing.

**22.3.1.2 Rock Excavation:** Rock excavation for structures will be measured between the vertical planes passing eighteen (18) inches beyond the outside of the base and from the surfaces of the rock to the neat lines of the bottoms of the structures or the actual bottom on the rock ledge.

**22.3.2 Laying Concrete Rings:** Mortar joints shall not be more than 3/8 inch thick horizontally and not less than 3/8 inch wide vertically at the inside face of the manhole.

Precast concrete manhole rings shall be set level and plumb. Joints between sections shall not be less than 3/8 inch thick and the entire joint space between sections shall be completely filled with mastic designed for this purpose or other material approved by ENGINEER.

In sewer manholes, masonry shall be carefully and neatly constructed around the inlet and outlet pipes so that there will be no leakage around the outer surface.

The ENGINEER shall approve materials and techniques used to insure water and/or vacuum tightness.

**22.3.3 Manhole Inverts:** Manhole inverts shall be formed from Class "A" concrete as shown on the plans. Curved inverts shall be constructed of concrete and shall form a smooth, even, half-pipe section. The inverts shall be constructed when the manhole is being built using prefabricated forms. Changes in direction of flow through the invert shall be made to a true curve with as large a radius as the size of manhole or inlet will permit. Invert slabs which are situated at depths in excess of 12 feet shall be reinforced per Lexington-Fayette Urban County Government Standard Drawings.

**22.3.4. Bases:** The excavation shall be kept free of water while the manhole is being constructed. After the foundation has been prepared and has been approved by the ENGINEER, the bottom shall be constructed to the required line and grade. After the bottom has been allowed to set for a period of not less than twenty four (24) hours, the manhole and inlet shall be constructed thereon.

**22.3.5. Casting:** The cast iron steps shall be included in the wall of the manhole at the proper locations and elevations as the work progresses and shall be securely embedded (per Lexington-Fayette Urban County Government Standard Drawings). The cast iron frame for the manhole cover shall be set at the required elevation and properly anchored. Where manholes are constructed in paved areas, the top surface of the frame and cover shall be tilted to conform to the exact slope, crown and grade of the existing adjacent pavement. Frames shall be in full cement mortar beds or other approved material.

**22.3.6 Backfilling:** Masonry Work shall be allowed to set for a period of not less than twenty four (24) hours. Outside voids shall be backfilled and compacted in the same manner as provided for backfilling of pipeline trenches. All loose or waste material shall be removed from the interior of the manhole or inlet. The manhole cover or inlet grating then shall be placed and the surface in the vicinity of the Work cleaned off and left in a neat and orderly condition. No back-filling shall be performed until the manhole has been inspected and approved for backfilling by the ENGINEER.

**22.3.7 Vacuum Testing for Sanitary Sewer Manholes:** All sanitary sewer manholes must pass the application of a vacuum test (ASTM C1244) by the Division of Sanitary Sewers prior to acceptance by the Lexington-Fayette Urban County Government.

**22.4 BASIS OF PAYMENT FOR SANITARY AND STORM SEWER MANHOLES**

Accepted quantities for Lexington Sanitary and Storm Sewer Manholes will be paid at the Contract Unit Price as quoted for their respective sizes (which shall be full compensation for all Work required under this Section) and paid per specified Sanitary or Storm Sewer Manhole satisfactorily placed. All labor, excavation, materials, and equipment shall be incidental to the construction of manholes from zero (0) to eight (8) feet deep.

**22.5 BASIS OF PAYMENT FOR MIC INHIBITOR ADDITIVE**

Accepted quantities for Microbial Induced Corrosion (MIC) Inhibitor Additive will be paid at the Contract Unit Price as quoted to treat each vertical foot of manhole. The quoted price shall be based on a nominal 4 ft diameter manhole. Larger diameter manholes will be compensated per the table below. Price shall reflect the cost of the additive only and shall be in addition to the cost of the manhole itself. All related labor, materials, and equipment to incorporate the additive into the concrete mix shall be incidental to the cost of the additive.

Manhole Nominal Diameter	Multiplier
4 ft	1.0
5 ft	1.5
6 ft	2.1

**22.6 BASIS OF PAYMENT FOR ADJUSTABLE FRAME AND COVER**

Accepted quantities for Adjustable Frame and Cover will be paid for at the Contract Unit as quoted (which shall be full compensation for all Work required under this Section) and paid per Adjustable Frame satisfactorily placed. All labor, excavation, materials (other than the Adjustable Frame), and equipment shall be incidental to the installation of Adjustable Frames.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 24 - MANHOLE OR STORMWATER BOX INLET TIE-IN**

#### **24.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals to make connections to existing manholes, surface box inlets or curb box inlets where required. The existing manhole and/or box inlet shall be drilled and/or sawed in a neat manner to allow for the smoothest connection possible. Once the connection is made, the annulus between the pipe and the structure shall be filled with non-shrink grout and the entire area around the connection shall be filled with cement concrete. No fill shall be placed on the concrete before hardening has occurred.

#### **24.2 BASIS OF PAYMENT**

Manhole or Stormwater Box Inlet Tie-Ins will be paid at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per Manhole or Curb Box Inlet Tie-In satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Manhole or Curb Box Inlet Tie-in's.

The cost of Manhole or Stormwater Box Inlet Tie-Ins shall be incidental to the installation of the pipe entering the structure. All labor, materials, equipment, and excavation shall be incidental to the placement of Manhole or Curb Box Inlet Tie-in's.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 25 - STORM SEWER PIPE**

#### **25.1 SCOPE FOR RCP (REINFORCED CONCRETE PIPE) STORM SEWER**

Work under this Section shall include all labor, excavation, materials, equipment, bedding, backfilling and legal disposal of unneeded and unsatisfactory material at site obtained by CONTRACTOR in accordance to Lexington-Fayette Urban County Government Standard Drawings 100, 102, 103, 104 and 105, and all incidentals necessary to construct Storm Sewer to the sizes and type indicated from zero (0) to eight (8) feet deep. Where the Standard Drawing requires a concrete cap, it shall be constructed according to KDOH Section 501 for consolidated, unfinished concrete.

All RCP shall meet ASTM C76, Class III unless noted otherwise.

##### **25.1.1 LAYING**

Pipe shall be laid to the line and grade shown on the drawings. Pipe shall be laid with the bell or groove at the upstream end of each section, unless otherwise approved.

##### **25.1.2 JOINING PIPE**

The joint design for concrete pipe shall be bell and spigot or tongue and groove. The bell or tongue shall be of confined gasket or single offset spigot configuration to properly contain and seat the rubber gasket. The joint assemblies shall be accurately formed so that when each pipe section is forced together in the trench the assembled pipe shall form a continuous soil-tight conduit with smooth and uniform interior surface, and shall provide for slight movement of any piece of the pipeline due to expansion, contraction, settlement or lateral displacement. The gasket shall be the sole element of the joint providing a soil-tight connection. The ends of the pipe shall be in planes at right angles to the longitudinal centerline of the pipe, except where bevel-end pipe is required. The ends shall be furnished to regular smooth surfaces.

Rubber gasket joints for tongue and groove or bell and spigot pipe using a confined gasket joint shall consist of an O-ring rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM 361, ASTM C443, ASTM C1619, or ASTM C1628 for the pipe designated.

Rubber gasket joints for tongue and groove or bell and spigot pipe using a single offset joint shall consist of a non-circular rubber gasket or other approved gasket configuration and shall conform to the requirements of ASTM C76 or ASTM 361 for the pipe designated.

Gaskets may be natural rubber, isoprene or neoprene conforming to ASTM C1619.

#### **25.1.4 INSPECTION**

All RCP pipe shall be inspected in accordance with Section 26 Internal Inspection of Sewer Pipe: CCTV as directed by the Engineer.

#### **25.2 BASIS OF PAYMENT FOR RCP STORM SEWER**

Accepted quantities for RCP Storm Sewer will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of specified RCP Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk, any rock encountered and any concrete caps, shall be incidental to the Unit Price for RCP storm sewer. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans.

All labor, materials, equipment, excavation, bedding, flowable fill, disposal and backfilling shall be incidental to the placement of RCP Storm Sewer.

#### **25.3 SCOPE FOR PVC STORM SEWER**

Work under this Section shall include all labor, excavation, materials, equipment, bedding and backfilling in accordance to the Plans, Contract Documents and Specifications and all incidentals necessary to place PVC (polyvinyl chloride) Storm Sewer to the sizes indicated. The CONTRACTOR shall be certified by the pipe manufacturer as qualified to install PVC pipe and provide proof thereof. All pipe delivered to the site shall be certified by the PROVIDER to meet the material specification as noted in these specifications. Split-couplers and other third-party coupler used to connect/extend pipe shall be approved by the pipe manufacturer prior to installation.

##### **25.3.1 Installation**

Pipe is to be installed at the required line and grade as indicated on the plans. Once the trench is excavated on line, the pipe bedding should be placed to proper thickness. The top of the bedding should be adjusted to allow for the difference between the plan invert and pipe profile.

##### **25.3.2 Dewatering**

Excessive groundwater hinders proper placement and compaction of bedding and backfill. Plastic pipe is more susceptible to floating and shifting in standing water, therefore, it is

imperative that a dewatered trench be provided. It may be necessary to provide sumps pumps, underdrains or a diversion ditch to insure a trench free of standing water.

### **25.3.3 Joints and Joint Assembly**

All joints are to be installed as per manufacturer's specifications.

### **25.3.4 Embedment Material**

In accordance with manufacturer's recommendations and LFUCG Standard Drawings embedment materials are those used for bedding, haunching and initial backfill and shall consist of #9 coarse aggregate. All embedment materials shall be free of frozen soil or ice when placed. Additionally, embedment materials shall be placed and compacted at optimum moisture content. Embedment materials shall be specified with consideration given to design loads and the classification and suitability of native soils.

### **25.3.5 Foundation**

A stable foundation must be provided to insure proper line and grade is maintained. Unsuitable foundations must be stabilized at the Engineer's judgment. Unsuitable or unstable foundations may be undercut and replaced with a suitable bedding material, placed in 6" lifts.

### **25.3.6 Bedding**

A stable and uniform bedding shall be provided for the pipe and any protruding features of its joints and/or fittings. The middle of the bedding equal to 1/3 of the pipe diameter OD should be loosely placed, with the remainder compacted to a minimum of 90% standard proctor density.

### **25.3.7 Haunching**

Proper haunching provides a major portion of the pipe's strength and stability. Care must be exercised to insure placement and compaction of the embedment material in the haunches. For larger diameter pipes (>30"), embedment materials should be worked under the haunches by hand. Haunching materials must be placed and compacted in 8 inch maximum lifts, compacted to 90% standard proctor density.

### **25.3.8 Initial Backfill**

Initial backfill materials are required in accordance with LFUCG Standard Drawings.

### **25.3.9 Final Backfill**

The final backfill shall be the same material as the proposed embankment. Generally, the excavated material may be used as final backfill. Placement shall be as specified for the embankment. In lieu of a specification, the final backfill shall be placed in 12 inch maximum lifts and compacted to a minimum 85% standard proctor density to prevent excessive settlement at the surface. Compaction shall be performed at optimum moisture content. Backfill beneath paved area shall be as per LFUCG Standard Drawing 201-1.

### **25.3.10 Manhole Connections**

Consideration should be given to the project performance specified when selecting manhole connections. When connecting to concrete manholes or inlets grouting the pipe to the manhole or inlet using non-shrink grout provides a soil tight installation. A gasket placed in a pipe corrugation at the approximate center of the manhole or inlet wall will act as a water stop. This water-stop should provide a silt tight installation. Watertight installations may require flexible rubber connections such as rubber boots or adapters. When connecting to manholes, insure backfill is placed under the pipe adjacent to the manhole to prevent differential settlement.

### **25.3.11 Specifications**

The following list is a common material, design and performance specifications for PVC (polyvinyl) corrugated pipe. Corrugated plastic pipe shall have a smooth interior, and annular exterior corrugations.

Pipe manufacturing standard: AASHTO M-294,

Pipe installation guidance: ASTM F-949

### **25.3.12 Inspection Requirements**

#### **25.3.12.1 Visual Inspection**

All pipes shall undergo inspection during and after installation to ensure proper performance. Installation of bedding and backfill materials, as well as their placement and compaction, shall be determined to meet the requirements of this section. During the initial phases of the installation process, inspection shall concentrate on detecting improper practice and poor workmanship. Errors in line and grade, as well as any improper assembly or backfill techniques, shall be corrected prior to placing significant backfill or trench fill. Coupling bands shall be properly indexed with the corrugation and tightened, and bell/spigot joints shall be properly assembled to prevent the infiltration of soil fines. Where gaskets are used, they shall be properly seated to prevent groundwater infiltration and should appear uniformly oriented around the pipe. In areas where cracking or joint separation is found, a remediation or replacement plan shall be submitted for approval. Final internal inspections shall be conducted on all buried thermoplastic pipe installations to evaluate issues that may affect long-term performance. Final inspections shall be conducted no sooner than 30 days after completion of installation and final fill. Shallow cover installations shall be checked to ensure the minimum cover level is provided.

Inspection at the appropriate times during installation will detect and allow correction of line and grade, jointing and shape change problems. The timing and number of inspections required will vary with the significance and depth of the installation. The contractor is advised to provide initial inspections himself to avoid problems later on. Racking or flattening of the pipe's

curvature indicates improper backfill placement methods that must be corrected. Slight peaking of the cross-sectional shape should be taken as indicative of achieving proper compaction requirements. Soil consolidation continues with time after installation of the pipe. While 30 days will not encompass the time frame for complete consolidation of the soil surrounding the pipe, it is intended to give sufficient time to observe some of the effects that this consolidation will have. However, occasionally pavement is placed over the pipe sooner than 30 days. While the 30-day time limit should be maintained, a brief inspection of the pipe prior to paving over it, particularly for the first few joints, may be prudent to ensure that good construction practices are being applied. It is recommended that inspection personnel not enter culverts less than 24 in. in diameter. Internal inspection of culverts in this size range is best conducted using video cameras. Culverts should only be entered by inspection personnel trained in working within confined spaces and using procedures in full compliance with applicable State, Local, and Federal OSHA regulations.

### **25.3.12.2 Installation Deflection**

The pipe shall be evaluated to determine whether the internal diameter of the barrel has been reduced more than 5 percent when measured not less than 30 days following completion of installation. Pipes shall be checked for deflection using a mandrel, remote deflection device (per ASTM F-3080), or any other device approved by the Engineer that can physically verify the dimensions of the pipe and is not limited by poor lighting, water flow, pipe length, or other limiting conditions of the installed environment. Pipes larger than 24 in. may be entered and deflection levels measured directly. In all pipe installations, at least 10 percent of the total number of pipe runs representing at least 10 percent of the total project footage on the project shall be randomly selected by the Engineer and inspected for deflection. Also, as determined by the 100 percent visual inspection, all areas in which deflection can be visually detected shall be inspected for deflection. Where direct measurements are made, a measurement shall be taken once every 10 ft. for the length of the pipe, and a minimum of four measurements per pipe installation is required. If a mandrel is used for the deflection test, it shall be a nine (or greater odd number) arm mandrel, and shall be sized and inspected by the Engineer prior to testing. A properly sized proving ring shall be used to check or test the mandrel for accuracy. The mandrel shall be pulled through the pipe with a force not greater than 1,000 lb.

For locations where pipe deflections exceed 5.0 percent and less than 7.6-percent, the conduit will need to be reviewed by the OWNER and a qualified professional engineer in structural pipe mechanics. For locations where pipe deflection equals or exceeds 7.6 percent of the inside diameter, remediation or replacement of the pipe is required.

Inspection criteria is newly added to the specification as there was minimal guidance in the previous specification. Ten percent of each pipe installation shall be defined as 10 percent of the number of pipe runs, and not less than 10 percent of the total length of installed pipe on the project. The requirement of deflection testing 10 percent of each pipe installation is intended to serve as a minimum and does not limit owners from more stringent requirements. The pipe inside diameters should be provided by the pipe manufacturer for every size and type of pipe delivered. If the pipe inside diameter is not provided, or is not available, pipe inside diameter can be developed by averaging the diameters measured at eight equally spaced locations around a section of unloaded pipe for every given size and manufacturer. There are many appropriate methods suitable for measuring deflection, including video inspection equipment, mandrels, and other direct measurement devices. For pipes tested by a mandrel, the mandrel shall be pulled through the entire pipe. Whichever method is used for deflection measurement, a minimum of 10 percent of the total length of installed pipe shall be tested, in addition to any areas that were identified in the visual inspection as having deflection. Installed pipe deflections that exceed 5 percent of the initial inside diameter may indicate that the installation was substandard. Appropriate remediation, if any, will depend upon the severity of the deflection, the condition of the pipe, and evaluation of the factor of safety using section 12, "Buried Structures and Tunnel Liners," of the AASHTO LRFD *Bridge Design Specifications*. Installed pipe deflections that exceed 7.5 percent of the initial inside diameter will require remediation or replacement of the pipe.

### **25.3.13 Inspection**

All PVC pipe shall be inspected in accordance with Section 26 Internal Inspection of Sewer Pipe: CCTV as directed by the Engineer.

## **25.4 BASIS OF PAYMENT**

Accepted quantities for PVC Storm Sewer will be paid for at the Contract Unit Price as quoted for various sizes (which shall be full compensation for all work required under this Section) and paid per linear foot of specified PVC Storm Sewer satisfactorily placed. Any removal of pavement and sidewalk, any rock encountered and any concrete caps, stone backfill, shall be incidental to the Unit Price for PVC storm sewer. Surface restoration (seeding, sod, pavement, etc.) will be paid separately under the appropriate Bid Items and the pay limits for surface restoration shall be in accordance with the appropriate Standard Drawings. Limits of surface restoration will be those limits as shown on the plans.

All labor, materials (other than the PVC storm sewer), equipment, excavation, bedding, disposal and backfilling shall be incidental to the placement of PVC Storm Sewer.

## TECHNICAL SPECIFICATIONS

### SECTION 31 - SEEDING AND PROTECTION

#### **31.1 SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212, current edition and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep bed and applied at 28 lbs./1,000 sq. ft. and 150 lbs./1,000 sq. ft., respectively. Seeding shall be done with Kentucky Bluegrass only unless specified otherwise in the Purchase Order. Mulching material shall consist of straw or hay in an air-dry condition, and shall be substantially free of noxious weed seeds and objectionable foreign matter. Mulching material shall applied to a loose depth of 1 to 1½ inches.

Finelawn or other turf type fescue, 3 lb/1,000 sq. ft.; add ½ lb of Poa Trivialis for very heavy shade or otherwise customize as directed by ENGINEER. The desires of the owner should be considered. Species currently present should also be considered.

#### **31.2 BASIS OF PAYMENT**

Accepted quantities for Temporary Seeding and Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding and Protection satisfactorily placed. All labor, fertilizer, lime, straw, materials, and equipment shall be incidental to the application of Seeding and Protection.

Accepted quantities for Seeding and Protection will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Seeding and Protection satisfactorily placed. All labor, fertilizer, lime, straw, materials, and equipment shall be incidental to the application of Seeding and Protection.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 32 - SODDING**

#### **32.1 SCOPE**

Work under this Section shall be in conformance to Kentucky Department of Highways Standard Specifications Section 212 and shall include all labor, materials, equipment, and incidentals necessary to complete the Work. Fertilizer (10-10-10) and agricultural lime will be incorporated into a 3" deep sod bed and applied at a rate of 28 lbs./1,000 sq. ft. and 100 lbs./1,000 sq. ft., respectively. Sodding shall be done with Kentucky Bluegrass, Fescue, or other species approved by the ENGINEER and available at the time of placement. Sod shall be kept moist for a minimum of two weeks. The desires of the owner and the species currently being used should be considered.

#### **32.2 BASIS OF PAYMENT**

Accepted quantities for Sodding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work under this Section) and paid per square yard of Sodding satisfactorily placed, with fertilizer and lime. All labor, materials (other than the sod), and equipment shall be incidental to Sodding.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 34 – HIGH DENSITY POLYETHYLENE PERFORATED PIPE**

#### **34.1 SCOPE**

The Work consists of furnishing and installing High Density Polyethylene Perforated Pipe at depths of zero (0) to four (4) feet. Work for this Section shall conform to Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Sections 704 and associated cross references, Current Edition and to Lexington-Fayette Urban County Government Standard Drawings 320, 320-1, 321, and 322, and shall include all labor, materials, equipment, and incidentals necessary to complete the Work, using only polyethylene perforated pipe.

#### **34.2 BASIS OF PAYMENT**

Accepted quantities for 4" and 6" High Density Polyethylene Perforated Pipe with incidental geotextile fabric, aggregate cover, and bedding will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under Section) and paid per linear foot of Polyethylene Perforated Pipe satisfactorily placed at a depth of four (4) feet. All labor, materials, and equipment shall be incidental to the placement of Polyethylene Perforated Pipe.

For High Density Polyethylene Perforated Pipe at depths greater than four (4) feet additional pay items such as materials, stone and excavation will be paid separately.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 41 – EROSION AND SEDIMENT CONTROL**

#### **41.1 SCOPE**

This section describes requirements for the planning and implementation of non-structural and structural best management practices (BMPs) to be used for erosion and sediment control during construction activities in Fayette County, Kentucky. Erosion control refers to efforts to maintain soil on a construction site. Sediment control refers to keeping the material that erodes from leaving the site.

The preparation of an erosion and sediment control plan integrating the non-structural and structural practices and procedures is a requirement for all construction projects that disturb one acre or more. The plan shall be submitted to the LFUCG Division of Engineering before beginning construction. Once the erosion and sediment control practices have been constructed, a grading permit can be obtained. For more information on permits, see Chapter 2 of the Storm Water Manual.

Work for this Section shall be in accordance to the Lexington-Fayette Urban County Government Standard Drawings and Chapter 11 of the Storm Water Manual and shall include all labor, excavation, materials, equipment, and incidentals necessary to complete the work.

#### **Structural Sediment Control BMPs**

##### **Check Dam**

A check dam is a small temporary dam constructed across a swale or drainage ditch. Check dams shall be installed in newly-constructed, vegetated, open channels, which drain 10 acres or less. Check dams shall be constructed prior to the establishment of vegetation.

Stone check dams shall be constructed of KYTC Class II channel lining.

In lieu of stone, for low flow applications, the Engineer may approve the use of 9” diameter coir wattles, installed per the manufacturer’s recommendations.

Regular inspections shall be made to ensure that the measure is in good working order and the center of the dam is lower than the edges. Erosion caused by high flows around the edges of the dam shall be corrected immediately, and the dam shall be extended beyond the repaired area. Check dams shall be checked for sediment accumulation after each rainfall. Sediment shall be removed when it reaches one-half of the original height or before. Check dams shall remain in place and operational until the drainage area and channel are completely stabilized or up to 30 days after the permanent site stabilization is achieved.

##### **Sediment Trap**

A sediment trap is formed by an excavation of an area in a suitable location to retain sediment and other waterborne debris. Sediment traps shall be used where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment traps may be used down slope from construction operations that expose areas to erosion. Sediment traps shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. Sediment traps shall be installed below all disturbed areas of less than 5 acres that do not drain to a sediment pond

The area to be excavated shall be cleared of all trees, stumps, roots, brush, boulders, sod, and debris. All channel banks and sharp breaks shall be sloped to no steeper than 1:1. All topsoil containing excessive amounts of organic matter shall be removed. Seeding, fertilizing, and mulching of the material taken from the excavation shall comply with the applicable seeding sections of these specifications. Any material excavated from the trap shall be placed in one of the following ways so that it will not be washed back into the pond by rainfall:

- uniformly spread to a depth not exceeding 3 feet and graded to a continuous slope away from the trap
- uniformly placed or shaped reasonably well with side slopes assuming the natural angle of repose for the excavated material behind a berm width not less than 12 feet

Sediment shall be removed from the trap when the capacity is reduced to 50 percent of the design volume. Plans for the sediment trap shall indicate the methods for disposing of sediment removed from the trap.

### **Sediment Pond**

A sediment pond is formed by a barrier or dam constructed across a drainage way or other suitable location to retain sediment and other waterborne debris.

Sediment ponds are appropriate where physical site conditions or other restrictions prevent other erosion control measures from adequately controlling erosion and sedimentation. Sediment ponds may be used down slope from construction operations that expose areas to erosion. Sediment ponds shall be removed after the exposed areas are adequately protected against erosion by vegetative or mechanical means. A sediment pond shall be installed at the outlet of a disturbed area of 5 acres or more. The maximum drainage area for a single pond is 100 acres. The pond shall be designed to reduce peak discharges during construction to pre-development levels for 10-year and 100-year storms.

Design and construction shall comply with all federal, state, and local laws, ordinances, rules, and regulations regarding dams.

Sediment shall be removed from the pond when the capacity is reduced to 50 percent of the design volume. Plans for the sediment pond shall indicate the methods for disposing of sediment removed from the pond.

### **Silt Fence**

Silt fence is a temporary barrier to trap sediment that consists of a filter fabric stretched between supporting posts, with the bottom entrenched in the soil and with a wire support fence. Silt fence shall be installed down-slope of areas to be disturbed prior to clearing and grading. Silt fence must be situated such that the total area draining to the fence is not greater than one-fourth acre per 100 feet of fence. Silt fence shall be used for storm drain drop inlet protection and around soil stockpiles.

Silt fences are appropriate where the size of the drainage area is no more than one-fourth acre per 100 feet of silt fence length; the maximum slope length behind the barrier is 100 feet; and the maximum gradient behind the barrier is 50 percent (2H:1V). Silt fences can be used at the toe of stockpiles where the slope exceeds 2H:1V, but in that case, the slope length should not exceed 20 feet.

Silt fences can be used in minor swales or ditch lines where the maximum contributing drainage area is no greater than 2 acres. Under no circumstances shall silt fences be constructed in streams or in swales or ditch lines where flows are likely to exceed 1 cubic foot per second (cfs).

Synthetic filter fabric shall be a pervious sheet of propylene, nylon, and polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

#### **Physical Property Requirements**

- Filtering Efficiency 75% (minimum)
- Tensile Strength at 20% 50 lbs./linear inch (minimum)
- Flow Rate 0.3 gal./ sq. ft/ min. (minimum)
- Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0°F to 120°F.
- Posts for synthetic fabric silt fences shall be either 2-inch by 2-inch wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them. Wire fence reinforcement for silt fences shall be a minimum of 36 inches in height, a minimum of 14 gauge and shall have a mesh spacing of no greater than 6 inches.

Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately. Knocked down fences shall be repaired at the end of each day. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed after each storm event or when deposits reach approximately one-half the height of the barrier. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared, and seeded. Silt fences shall be replaced every 6 months.

### **Storm Drain Inlet Protection**

A sediment filter installed around a storm drain drop inlet or curb inlet is referred to as storm drain inlet protection. Curb inlet protection is not required if other soil stabilization and sediment control measures are in place to prevent sediment from entering the street. Storm drain inlet protection shall only be used around drop inlets when the up-slope area draining to the inlet has no other sediment control.

The drainage area shall be no greater than 1 acre.

The inlet protection device shall be constructed in a manner that will facilitate cleanout and disposal of trapped sediment and minimize interference with construction activities. Inlet protection devices shall be constructed in such a manner that any resultant ponding of storm water will not cause excessive inconvenience or damage to adjacent areas or structures.

The structure shall be inspected after each rain, and repairs made as needed. Sediment shall be removed and the device restored to its original dimensions when the sediment has accumulated to one-half the design depth of the filter. If a stone filter becomes clogged with sediment so that it no longer adequately performs its function, the stone must be pulled away from the blocks, cleaned, and replaced. Structures shall be removed after the drainage area has been properly stabilized.

### **Filter Strips**

A filter strip is a strip of vegetation for removing sediment and related pollutants from runoff. Filter strips are also called vegetative filters. Filter strips shall be used on each side of permanent constructed channels. The buffer strips described in the Storm Water Manual satisfy the filter strip requirement for streams and wetlands.

Filter strips shall only be used to remove sediment from overland flow.

Existing grass or grass/legume mixtures used as filter strips shall be dense and well established, with no bare spots. When establishing new seeding, consideration shall be given to wildlife needs and soil conditions on the site. See Storm Water Manual for seeding mixture

When planting filter strips, prepare seedbed, incorporate fertilizer, and apply mulch consistent with the seeding sections of this manual. Filter strips using areas of existing vegetation shall be over seeded, as necessary, with the above mixtures to obtain an equivalent density of vegetation. The over seeding shall be accomplished prior to the land disturbing activity.

Filter strips shall be inspected regularly to ensure that a healthy vegetative growth is maintained. Sediment shall be removed when it becomes visible in the filter. Construction traffic shall not be permitted to drive upon filter strips.

### **Erosion Control Blanket**

An erosion control blanket is a fabric mesh laid on the ground to prevent erosion on bare slopes. Blankets shall be constructed of a natural biodegradable material, such as coconut

coir or jute. Selection of a blanket shall be per the manufacturer's recommendations, based on site slope conditions.

Site preparation, placement and anchoring of erosion control blankets shall be per the manufacturer's recommendations.

### **Stream Crossing**

A stream crossing is a temporary structural span installed across a flowing water course for use by construction traffic. Structures may include bridges, round pipes, or pipe arches. The purpose of a temporary stream crossing is to provide a means for construction traffic to cross flowing streams without damaging the channel or banks and to keep sediment generated by construction traffic out of the stream. Stream crossings shall be used in cases where construction traffic, permanent traffic, or utilities must cross existing post development floodplains. If the drainage area exceeds 1 square mile and a structure is necessary, the structure must be designed by a professional engineer licensed in Kentucky. If applicable, U.S. Army Corps of Engineers and the Kentucky Division of Water permits, as indicated in the Storm Water Manual, may be required.

Temporary stream crossings are applicable to flowing streams with drainage areas less than one square mile. Structures that must handle flow from larger drainage areas shall be designed as permanent structures by a professional engineer.

When using a culvert crossing, the top of a compacted earth fill shall be covered with six inches of KTC No. 57 stone. No. 57 stone shall also be used for the stone pads forming the crossing approaches.

Clearing and excavation of the streambed and banks shall be kept to a minimum. The structure shall be removed as soon as it is no longer necessary for project construction. The approaches to the structure shall consist of stone pads with a minimum thickness of 6 inches, a minimum width equal to the width of the structure, and a minimum approach length of 25 feet on each side.

The structure shall be inspected after every rainfall and at least once a week and all damages repaired immediately.

### **Pump-Around Flow Diversion**

Pump-around flow diversions must be used to divert flow during excavation operations in streams. Pump-around flow diversions provide dry working conditions during construction in streams. A pump-around flow diversion shall be used to divert flow around construction activities occurring in a stream when those activities are reasonably expected to cause the erosion or deposition of sediment in the stream. Bid quotes for pump around assume a 4 inch pump.

Sandbags shall be woven polypropylene bags with approximate dimensions of 18-1/2 inches by 28 inches. Tie the ends of filled bags closed using either draw strings or wire ties.

Schedule operations such that diversion installation, in-stream excavation, in-stream construction, stream restoration, and diversion removal are completed as quickly as possible.

This control provides short-term diversion of stream flow (typically 1 day to 3 days). Additional sandbags or pumps may be required to maintain 1-foot freeboard on the sandbag checks if flow conditions change. Add sandbags as required to seal leaks in checks.

### **Construction Dewatering**

Dewatering is the pumping of storm water or groundwater from excavation pits or trenches. The sediment-laden water must be pumped to a dewatering structure before it is discharged offsite.

The dewatering structure should be inspected frequently to ensure it is functioning properly and not overtopping. Accumulated sediment should be spread out on site and stabilized, or disposed of offsite.

## **41.2 BASIS OF PAYMENT**

Accepted quantities for Erosion and Sediment Control will be paid for at the Contract Unit Price as quoted which shall be full compensation for all Work required under this Section: The LFUCG will make payment for the completed and accepted quantities under the following: All labor, materials (except as noted), equipment, fuel and excavation shall be incidental to the placement and removal of Erosion and Sediment Control. Maintenance of erosion and sediment control is incidental to installation. No separate payment shall be made for inspection, maintenance and cleaning of these controls.

Check Dam	Ton
Sediment Trap (excluding geotextile)	Cubic Yard
Sediment Pond	Cubic Yard
Silt Fence	Linear Foot
Storm Water Inlet Protection	Each
Filter Strip	Square Yards
Erosion Control Blanket	Square Yards
Stream Crossing (excluding pipe)	Each
Pump-Around Flow Diversion (including sand bags)	Day
Construction Dewatering	Day

Payment for a Stormwater Pollution Prevention Plan,(SWPP) a Notice of Intent (NOI-SWCA), a Notice of Termination (NOT), and a Land Disturbance Permit (LDP), will be paid in accordance with Section A.20 of these Technical Specifications.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 43 - EDGE KEY**

#### **43.1 SCOPE**

This Work shall consist of the construction of edge keys in accordance with the Plans, Contract Documents and Specifications, and Lexington-Fayette Urban County Government (LFUCG) Standard Drawing 318 and 319, current edition.

In performing this Work, the CONTRACTOR shall furnish a neat edge along the pavement, obtained by using an approved saw to cut a smooth and straight line (approximately two (2) inches deep) in the existing pavement surface prior to breaking away the adjacent pavement. Any existing facility, which is not marked for removal by the ENGINEER, but is nevertheless removed, shall be replaced at the CONTRACTOR'S expense.

#### **43.2 BASIS OF PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per linear foot, which payment shall be full compensation for all Work required by this section.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 46 - PRECAST MODULAR BLOCK RETAINING WALL**

#### **46.1 SCOPE**

This Work consists of the design and construction of a precast modular block (PMB) retaining wall, with or without geosynthetic reinforcement, in accordance with the lines, grades, design, and dimensions shown in the project Site Plans, and in accordance with the Contract Documents and Specifications. Precast modular block retaining wall blocks under this section shall be cast utilizing a wet-cast concrete mix and exhibit a final handling weight in excess of 1,000 pounds (450 kilograms) per unit. The wall shall include top cap stones and be designed to accommodate handrail as shown in the plans.

The wall shall be Redi Rock International, 41" Series block, or approved equal. The appearance shall closely match the color and style of the existing retaining walls along Clays Mill road, between Cromwell Way and Twain Ridge Road.

Work for this section shall include all labor, materials equipment, excavation, and incidentals necessary to complete the Work, with the exception of handrails, geosynthetic materials and crushed stone. Work shall also include professional engineering services for the design and certification of the wall, including subcontracting and oversight of any geotechnical testing the manufacturer deems necessary.

#### **46.2 GENERAL**

##### **46.2.1 RETAINING WALL DESIGN**

- A. The retaining wall shall be designed and certified by a professional engineer licensed in the State of Kentucky, who shall assume full responsibility for the geotechnical site investigation (determination of soil bearing capacity, soil shear strength, etc.), design calculations and shop drawing preparation. Design methodology shall be consistent with proven industry standards.
- B. The retaining wall design engineer shall provide the Owner with a certificate of professional liability insurance verifying the minimum coverage limits of \$1 million per claim and \$1 million aggregate.
- C. Design of the precast modular block retaining wall shall satisfy the requirements of this section. Where local design or building code requirements exceed these specifications, the local requirements shall also be satisfied..
- D. The Owner shall furnish the Retaining Wall Design Engineer a copy of the as-bid site plans in electronic format.

##### **46.2.2 QUALITY ASSURANCE**

- A. In order to demonstrate basic competence in the design of precast modular block walls,

the retaining wall design engineer shall be a professional engineer registered in the State of Kentucky with structural design training and experience, capable of performing all internal and external stability analyses, including those for seismic loading, compound stability, rapid draw-down, and deep-seated, global modes of failure; with a proven track record of successful modular retaining wall designs in the State of Kentucky.

- B. In order to demonstrate basic competence in the manufacture of precast modular block walls, the retaining wall manufacturer shall have a proven track record of successful modular retaining wall installations in the State of Kentucky.
- C. In order to demonstrate basic competence in the installation of precast modular block walls, the retaining wall installer shall have a proven track record of successful modular retaining wall installations in the State of Kentucky, and shall have satisfactorily completed a certified precast modular block retaining wall installation training program administered by the precast modular block manufacturer.
- D. Unless otherwise specified in the Special Conditions, the General Contractor shall retain the services of an inspector who is experienced with the construction of precast modular block retaining wall structures. The cost of inspection shall be the responsibility of the General Contractor. Inspection shall be continuous throughout the construction of the retaining walls. The inspector shall inspect all construction materials related to the precast modular block walls to verify conformance with the plans and specifications, verify subgrade conditions are suitable and oversee soil testing (to be paid by Owner), and verify the installation of the retaining wall and related materials are performed in accordance with the plans and specifications.
- E. The Contractor shall receive, store and handle all materials in accordance with the manufacturer's recommendations as specified herein and in a manner that prevents deterioration or damage due to moisture, temperature changes, contaminants, corrosion, breaking, chipping, UV exposure, or other causes. Damaged or discolored materials shall not be incorporated into the work.

#### **46.2.3 SUBMITTALS**

- A. Product Data. The General Contractor shall submit a minimum of six (6) copies of the retaining wall product submittal package to the Owner's Representative for review and approval. The submittal package shall include technical specifications and product data from the manufacturer for the following:
  - 1. Precast Modular Block System brochure
  - 2. Precast Modular Block concrete test results:
    - a. 28-day compressive strength
    - b. Air content
    - c. Slump or Slump Flow (as applicable)
  - 3. Drainage Pipe
  - 4. Geotextile
  - 5. Geosynthetic Soil Reinforcement (if required by the retaining wall design). The contractor shall provide certified manufacturer test reports for the geosynthetic soil reinforcement material in the manufactured roll width specified. The test report shall list the individual roll numbers for which the certified material

properties are valid.

- B. Installer Qualification Data. The General Contractor shall submit the qualifications of the business entity responsible for installation of the retaining wall, including a recent history of installations and proof of successful certification training from the manufacturer.
- C. Retaining Wall Design Calculations and Construction Shop Drawings. The General Contractor shall furnish six (6) sets of construction shop drawings and six (6) copies of the supporting structural calculations report to the Owner for review and approval. This submittal shall include the following:
  - 1. Signed, sealed, and dated drawings and engineering calculations prepared in accordance with these specifications.
  - 2. Qualifications Statement of Experience of the Retaining Wall Design Engineer.
  - 3. Certificate of Insurance of the Retaining Wall Design Engineer.
- D. Retaining Wall installation inspector's reports (if required).

## **46.3 MATERIALS**

### **46.3.1 PRECAST MODULAR BLOCK RETAINING WALL UNITS**

- A. All units for the project shall be obtained from the same manufacturer. The manufacturer shall be licensed and authorized to produce the retaining wall units by the precast modular block system patent holder/licensor and shall document compliance with the published quality control standards of the proprietary precast modular block system licensor for the previous three (3) years.
- B. Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus, or waste concrete. It shall be an original production mix meeting the requirements of ASTM C94 and exhibit the following:
  - 1. Minimum 28-day compressive strength of 4,000 psi (27.6 MPa).
  - 2. Shall be free of water soluble chlorides and chloride based accelerator admixtures.
  - 3.  $6\% \pm 1\frac{1}{2}\%$  air-entrainment in conformance ASTM C94.
  - 4. Maximum slump of 5 inches  $\pm 1\frac{1}{2}$  inches (127 millimeter  $\pm 38$  millimeter) per ASTM C143 for conventional concrete mix designs.
  - 5. Slump Flow for Self-Consolidating Concrete (SCC) mix designs shall be between 18 inches and 32 inches (457 millimeter and 813 millimeter) as tested in accordance with ASTM C1611.
- C. Each concrete block shall be cast in a single continuous pour without cold joints. With the exception of half-block units, corner units, and other special application units, the precast modular block units shall conform to industry-standard dimensions with a  $\pm 3/16$ " height tolerance and a  $\pm 1/2$ " length and width tolerance (excluding variable face texture).
- D. With the exception of half-block units, corner units, and other special application units, the precast modular block units shall be manufactured with integrally cast shear knobs

that shall fully index into a continuous shear channel in the bottom of the block course above.

- E. The precast modular block unit face texture shall be selected by the owner from the available range of textures available from the precast modular block manufacturer.
- F. The block color shall be selected by the owner from the available range of colors available from the precast modular block manufacturer.
- G. Where the wall is exposed on both sides, freestanding blocks with face texture on both sides shall be used, and the top course shall be capped. The face dimensions, face texture and color of freestanding blocks shall match that of retaining blocks in the same wall system.

#### **46.3.2 GEOSYNTHETIC MATERIALS**

Geosynthetic materials may include geogrid for foundation reinforcement and geotextile fabric for soil/stone interfaces. Materials shall be as specified by the precast modular block wall manufacturer.

#### **46.3.3 DRAINAGE MATERIALS**

Drainage collection pipe shall be at least a 4-inch (102-millimeter) diameter, 3-hole perforated, HDPE pipe with a minimum pipe stiffness of 22 psi (152 kPa) per ASTM D2412, and manufactured in accordance with ASTM D1248 for HDPE pipe and fittings.

#### **46.4 INSTALLATION**

All site preparation, ancillary material installation and precast modular block wall erection and backfilling shall be installed in accordance with plans, specifications and the precast modular block manufacturer's installation instructions.

#### **46.5 MEASUREMENT AND PAYMENT**

Payment for the accepted quantity will be made at the unit bid price per square foot of vertical wall face, which payment shall be full compensation for all Work required by this section, except for the handrails: payment for that item will be made at the unit bid price elsewhere described in these specifications. Geosynthetic materials, crushed stone and all related installation labor and materials, shall be incidental to the cost of Work. Professional engineering services necessary to certify the design and construction of the retaining wall shall also be incidental to the Work. Geotechnical testing services as required by the design engineer shall also be incidental to the Work. The safety fence installation shall be incidental to the Work.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 49 – PROJECT SIGN**

#### **49.1 SCOPE**

The Work covered by this specification consists of furnishing all materials, equipment, and labor for erecting the Project Sign as indicated in the LFUCG Standard Drawing 323. All statements included with the drawing are pertinent with the exception of Line 1. Payment for the Project Sign will be as indicated below.

#### **49.2 BASIS OF PAYMENT**

Accepted quantities for Project Sign will be paid for at the Contract Unit Price as quoted per each (which shall be full compensation for all Work under this Section) and paid per specified Project Sign satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Project Sign.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 50 – ROADWAY SIGNAGE**

#### **50.1 SCOPE**

The Work covered by this specification consists of furnishing all materials, equipment, and labor for erecting the Roadway Signage as indicated on the plans.

#### **50.2 MATERIALS AND INSTALLATION**

Regulatory, warning and guide signs shall be retroreflective or illuminated to show the same shape and similar color by both day and night and shall comply with the material, design, and dimensional standards as set forth in the Manual of Uniform Traffic Devices (MUTCD). All other informational signs shall match the material, design and dimensional standards of the existing signs to be replaced. Proper placement and installation of all roadway signage shall be per the MUTCD.

#### **50.3 BASIS OF PAYMENT**

Accepted quantities for Roadway Signage will be paid as a lump sum (which shall be full compensation for all Work under this Section) and pro-rated per number of signs satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Roadway Signage.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 51 - HANDRAIL**

#### **51.0 SCOPE**

Work shall consist of constructing Handrails on top of a gravity retaining wall in accordance with the Plans, Contract Documents and Specifications.

#### **51.1 MATERIAL**

Handrails shall be constructed of DN 40 Schedule 40 aluminum pipe in accordance with ASTM-B221 or B210 alloy 6061-T6.

Square bars for posts, rails and pickets shall be DN 40, schedule 40 aluminum in accordance with ASTM-B221 or B210 alloy 6061-T6.

Handrails shall have welded connections. Welds shall be full, ground and polished or power brushed to form smooth continuous surfaces along joints. They shall be free of soot, bubbles, pinholes, cracks, rough spots, gaps, sharp edges or any other visible flaws.

All metal shall be powder coated black in accordance with AAMA 2605.

#### **51.2 CONSTRUCTION METHOD**

Posts shall be set a minimum of 6" deep in preformed holes in the retaining wall or steps. Fill around posts with non-shrink grout as per the drawings. Non-shrink grout shall conform with KDOH, Standard 601.03.04.

Where aluminum is in contact with cementitious material (e.g, concrete or grout) the, contacting surface shall be thoroughly coated with a bitumastic paint to completely insulate the aluminum from the cement. Posts may not be set until the Engineer verifies that bitumastic has been correctly applied.

#### **51.3 MEASUREMENT AND PAYMENT**

Payment for Handrail will be made at the unit bid price per linear foot. Grouting, bitumastic painting, and all other labor, materials, and equipment, shall be incidental to Handrail.

## TECHNICAL SPECIFICATIONS

### SECTION 55 – DETECTABLE WARNING SURFACE TILE

#### **55.1 SCOPE OF WORK**

This Section specifies furnishing and installing Detectable Warning Surface Tiles Overlay or Imbedded where indicated concurrent with the installation of concrete sidewalk ramps per Section 14.1 of these Specifications.

#### **55.2 SHOP DRAWINGS**

- Product Data: Submit manufacturer's literature describing products, installation procedures.
- Samples for Verification Purposes: Submit two (2) tile samples minimum 6"x8" of the kind proposed for use.
- Shop drawings are required for products specified showing fabrication details; composite structural system; plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure.
- Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a Surface Applied tactile tile system as certified by a qualified independent testing laboratory.
- Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile tile and accessory as required.

#### **55.3 OVERLAY MODULES**

##### **A. QUALITY ASSURANCE**

- Provide Surface Applied tactile tiles and accessories as produced by a single manufacturer.
- Installer's Qualifications: Engage an experienced Installer certified in writing by tactile manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.
- Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
- Vitrified Polymer Composite (VPC) Surface Applied tiles shall be an epoxy polymer composition with an ultra violet stabilized coating employing aluminum oxide

particles in the truncated domes. The tile shall incorporate an in-line dome pattern of truncated domes 0.2" in height, 0.9" diameter at the base, and 0.4" diameter at top of dome spaced 2.35" nominal as measured on a diagonal and 1.70" nominal as measured side by side. For wheelchair safety the field area shall consist of a non-slip surface with a minimum of 40 - 90° raised points 0.045" high, per square inch; "Armor-Tile" as manufactured by Engineered Plastics Inc., Tel: 800-682-2525, or approved equal.

1. Dimensions: Tiles shall be held within the following dimensions and tolerances:

			<b>Nominal</b>	<b>Tile Size</b>			
Length and Width:	12" x 12"	24" x 24"	24" x 36"	24" x 48"	24" x 60"	36" x 48"	36" x 60"
Depth	0.1875" ± 5% max.						
Face Thickness	0.1875 ± 5% max.						
Warpage of Edge	± 0.5% max.						

2. Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.
3. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static co-efficient of friction not to be less than 0.80 on top of domes and field area.
4. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.
5. Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.
6. Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.
7. Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.
8. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486\* with reciprocating linear motion of 37± cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.
9. Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
10. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. lbf/in. A failure is noted if a hairline fracture is visible in the specimen.

11. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours shall exhibit the following result - no deterioration, fading or chalking of surface of tile.
- Vitrified Polymer Composite (VPC) Surface Applied tiles embedded in concrete shall meet or exceed the following test criteria:
    1. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 shall show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.
    2. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.

## **B. DELIVERY, STORAGE AND HANDLING**

Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings and tile type shall be identified by part number. Tiles shall be delivered to location at building site for storage prior to installation.

## **C. SITE CONDITIONS**

Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store tactile tile material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40°F in areas where work is completed. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with the passengers or public. Provide barricades or screens to protect passengers or public. Disposal of any liquids or other materials of possible contamination shall be made in accordance with federal state and local laws and ordinances. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

## **D. EXTRA STOCK**

Deliver extra stock to storage area designated by engineer. Furnish new materials from same manufactured lot as materials installed and enclose in protective packaging with appropriate identification for Surface Applied tactile tiles. Furnish not less than two (2) % of the supplied materials for each type, color and pattern installed.

## **E. PRODUCTS: MANUFACTURERS**

- Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
- The Vitrified Polymer Composite (VPC) Surface Applied Tactile Tile specified is based on Armor- Tile manufactured by Engineered Plastics Inc. (800-682-2525). Existing engineered and field tested products which are subject to compliance with requirements, may be incorporated in the work and shall meet or exceed the specified test criteria and characteristics.
- Color: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

## **F. MATERIALS**

- Fasteners: Color matched, corrosion resistant, flat head drive anchor: ¼" diameter x 1 ¾" long. Armor-Drive by Engineered Plastics or approved equal.
- Adhesive: Armor-Bond as supplied by Engineered Plastics Inc.
- Sealants: Armor-Seal as supplied by Engineered Plastics Inc.

## **G. INSTALLATION – OVERLAY TILES**

- During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- The application of all tile, adhesives, mechanical fasteners, and caulking shall be in strict accordance with the guidelines set by their respective manufacturers.
- Work with the Contractor or Engineer to ensure that the surfaces being prepared and fabricated to receive the tiles are constructed correctly and adequately for tile installation. Review design drawings with the Contractor prior to the construction and refer any and all discrepancies to the Engineer.
- Set the tile true and square to the curb ramp area as detailed in the design drawings, so that its location can be marked on the concrete surface. A thin permanent marker works well. Remove tile when done marking its location.
- The surface to receive the detectable warning surface tile (not recommended for asphalt) is to be mechanically cleaned with a diamond cup grinder or shot blaster to remove any dirt or foreign material. This cleaning and roughening of the concrete surface should include at least 4 inches around the perimeter of the area to receive the tile, and also along the cross pattern established by the corresponding areas on the backside of the tile. Those same areas should then be cleaned with a rag soaked in Acetone.
- Immediately prior to installing the detectable warning surface tile, the concrete surfaces must be inspected to ensure that they are clean, dry, free of voids, curing compounds, projections, loose material, dust, oil, grease, sealers and determined to be structurally sound and cured for a minimum of 30 days.

- Using Acetone, wipe the backside of the tile around the perimeter and along the internal cross pattern, to remove any dirt or dust particles from the area to receive the adhesive.
- Apply the adhesive on the backside of the tile, following the perimeter and internal cross pattern established by the tile manufacturer. Sufficient adhesive must be placed on the prescribed areas to have full coverage across the 2" width of the adhesive locator. A 3 x 4 foot tile will typically require an entire tube of adhesive.
- Set the tile true and square to the curb ramp area as detailed in the design drawings.
- Standing with both feet applying pressure around the molded recess provided in the tile, drill a hole true and straight to a depth of 3½" using the recommended diameter bit. Drill through the tile without hammer option until the tile has been successfully penetrated, and then with hammer option to drill into the concrete.
- Immediately after drilling each hole, and while still applying foot pressure, vacuum, brush or blow away dust and set the mechanical fastener as described below, before moving on to the next hole.
- Mechanically fasten tiles to the concrete substrate using a hammer to set the fasteners. Ensure the fastener has been placed to full depth in the dome, straight, and flush to the top of dome. Drive the pin of the fastener with the hammer, taking care to avoid any inadvertent blows to the truncated dome or tile surface. A plastic deadblow or leather hammer is recommended.
- Working in a sequence which will prevent buckles in the tile, proceed to drill and install all fasteners in the tile's molded recesses.
- Following the installation of the tiles, the perimeter caulking sealant should be applied. Follow the perimeter caulking sealant manufacturer's recommendations when applying. Tape all perimeter edges of the tile and also tape the adjacent concrete back 1/2" from the tile's perimeter edge. Tool the perimeter caulking with a plastic applicator or spatula to create a straight edge in a cove profile between the tile and adjacent concrete. Remove tape immediately after tooling perimeter caulking sealant.
- Do not allow foot traffic on installed tiles until the perimeter caulking sealant has cured sufficiently to avoid tracking.

If installing adjacent tiles, note the orientation of each tile. Careful attention will reveal that one of the long edges of the tile is different than the other, in regard to the tiny dotted texture. You may also note a larger perimeter margin before the tiny dotted texture pattern begins. Consistent orientation of each Armor-Tile is required in order that the truncated domes on adjacent tiles line up with each other.

In order to maintain proper spacing between truncated domes on adjacent tiles, the tapered edge should be trimmed off using a continuous rim diamond blade in a circular saw or mini-grinder. The use of a straightedge to guide the cut is advisable. All cuts should be made prior to installation of the tiles.

If installing adjacent tiles, care should be taken to leave a 1/8 inch gap between each.

If tiles are custom cut to size, and if pre-molded recesses (to receive fasteners) are removed by the cut, then any truncated dome can be center-drilled with a ¼ inch through hole, and counter sunk with a suitable bit, to receive mechanical fasteners. New holes should be created no closer to the edge of the tile than any of the other perimeter fastener pre-molded recesses. Care should be taken to not countersink too deeply. Fasteners should be flush with the top of the truncated dome when countersunk properly.

Adhesive or caulking on the surface of the Armor-Tile can be removed with Acetone.

## **H. CLEANING AND PROTECTING**

- Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.
- Clean tactile tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile tile by method specified by tactile tile manufacturer.

### **55.4 IMBEDDED MODULES**

#### **A. SHOP DRAWINGS**

- Product Data: Submit manufacturer's literature describing products and installation procedures.
- Samples for Verification Purposes: Submit two (2) 12"x12" tile samples of the kind proposed for use.
- Shop drawings are required for products specified showing fabrication details; material to be used as well as outlining installation materials and procedure.
- Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet the properties indicated. All test reports shall be conducted on a Detectable Warning Surface Tile system as certified by a qualified independent testing laboratory.

#### **B. QUALITY ASSURANCE**

- Provide Detectable Warning Surface tiles and accessories as produced by a single manufacturer.

- Installer's Qualifications: Engage an experienced installer who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.
- Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces section of the Americans with Disabilities Act (Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES).
- Detectable Warning Surface Tile shall be "Access Tile", same manufacture as Amor-Tile manufactured by Engineered Plastics, Inc., Tel: 800-682-2525, or approved equal.
  1. Water Absorption when tested by ASTM-D 570 not to exceed 0.2%.
  2. Slip Resistance when tested by ASTM-C 1028 the combined wet/dry static coefficient of friction not to be less than 0.80 on top of domes.
  3. Compressive Strength when tested by ASTM C 109 not to be less than 10,000 psi.
  4. Tensile Strength when tested by ASTM-C 307 not to be less than 1,800 psi.
  5. Flexural Strength when tested by ASTM – C384 not to be less than 3,000 psi.
  6. Fire Resistance when tested to ASTM E84 flame spread to be less than 50.

### **C. DELIVERY, STORAGE AND HANDLING**

Tiles shall be suitably packaged or crated to prevent damage in shipment or handling. Finished surfaces shall be protected by sturdy wrappings and tile type shall be identified by part number. Tiles shall be delivered to location at building site for storage prior to installation. All materials furnished shall be from same manufactured lot and shall be enclosed in protective packaging with appropriate identification.

### **D. SITE CONDITIONS**

Environmental Conditions and Protection: Maintain minimum temperature of 40°F in spaces to receive tactile tiles for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Tiles shall be within +/- 10% of ambient temperature when placed. Subsequently, maintain minimum temperature of 40°F in areas where work is completed. The use of water for work, cleaning or dust control, etc. shall be contained and controlled and shall not be allowed to come into contact with nearby structures, fixtures, motor vehicles, pedestrians, etc. Provide barricades or screens to protect passengers or public. Disposal of any potentially hazardous liquids or other materials shall be made in accordance with federal state and local laws and ordinances. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on the site.

## **F. PRODUCTS: MANUFACTURERS**

- Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:
- The Detectable Warning Surface Tile specified is based on ADA Solutions and Access Tile as manufactured by Engineered Plastics Inc. (800-682-2525). Other engineered and field tested products compliant with these requirements may be incorporated in the work provided they meet or exceed the specified test criteria and characteristics. Alternates shall be approved by the Engineer prior to installation.
- Color: Yellow conforming to Federal Color No. 33538. Color shall be homogeneous throughout the tile.

## **F. INSTALLATION – IMBEDDED TILES**

- During all surface preparation and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.
- The installation of the structural embedment flange system and related materials shall be in strict accordance with the contract documents and the guidelines set by their respective manufacturers.
- The physical characteristics of the concrete shall be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the imbedded tiles.. An overly wet mix will cause the tile to float and will be rejected.
- The concrete pouring and finishing operations require typical mason's tools, however, a 4' long level with electronic slope readout, 25 lb. weights, and a large non-marring rubber mallet are specific to the installation of the Imbedded tiles. A vibrating mechanism such as that manufactured by Vibco or equivalent can be employed, if desired. The vibrating unit should be fixed to a soft base such as wood, at least 1 foot square.
- The factory-installed plastic sheeting must remain in place during the entire installation process to prevent the splashing of concrete onto the finished surface of the tile.
- When preparing to set the tile, it is important that no concrete be removed in the area to accept the tile. It is imperative that the installation technique eliminates any air voids under the tile. Holes in the tile perimeter allow air to escape during the installation process. Concrete will flow through the large holes in each embedment flange on the underside of the tile. This will lock the tile solidly into the cured concrete.

- The concrete shall be poured and finished true and smooth to the required dimensions and slope prior to the tile placement. Immediately after finishing concrete, the electronic level should be used to check that the required slope is achieved. The tile shall be placed true and square to the curb edge in accordance with the contract drawings. The Cast In Place Detectable/Tactile Warning Surface Tiles shall be tamped (or vibrated) into the fresh concrete to ensure that the field level of the tile is flush to the adjacent concrete surface. The embedment process should not be accomplished by stepping on the tile as this may cause uneven setting which can result in air voids under the tile surface. The contract drawings indicate that the tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- In cold weather climates it is recommended that the imbedded tiles be set deeper such that the top of domes are level to the adjacent concrete on the top and sides of ramp and that the base of domes to allow water drainage. This installation will reduce the possibility of damage due to snow clearing operations.
- Immediately after placement, the tile elevation is to be checked to adjacent concrete. The elevation and slope should be set consistent with contract drawings to permit water drainage to curb as the design dictates. Ensure that the field surface of the tile is flush with the surrounding concrete and back of curb so that no ponding is possible on the tile at the back side of curb.
- While concrete is workable, a 3/8" radius edging tool shall be used to create a finished edge of concrete, then a steel trowel shall be used to finish the concrete around the tile's perimeter, flush to the field level of the tile.
- During and after the tile installation and the concrete curing stage, it is imperative that there is no walking, leaning or external forces placed on the tile that may rock the tile causing a void between the underside of tile and concrete.
- Following tile placement, review installation tolerances to contract drawings and adjust tile before the concrete sets. Two suitable weights of 25 lb each may be required to be placed on each tile as necessary to ensure solid contact of the underside of tile to concrete.
- Following the concrete curing stage, protective plastic wrap is to be removed from the tile surface by cutting the plastic with a sharp knife, tight to the concrete/tile interface. If concrete bled under the plastic, a soft brass wire brush will clean the residue without damage to the tile surface.
- If desired, individual tiles can be bolted together using 1/4 inch or equivalent hardware. This can help to ensure that adjacent tiles are flush to each other during the installation process. Tape or caulking can be placed on the underside of the bolted butt joint to ensure that concrete does not rise up between the tiles during installation. Any protective plastic wrap which was peeled back to facilitate bolting or cutting, should be replaced and taped to ensure that the tile surface remains free of concrete during the installation process.

- Tiles can be cut to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is advisable where appropriate.
- Any sound-amplifying plates on the underside of the tile, which are dislodged during handling or cutting, should be replaced and secured with construction adhesive. The air gap created between these plates and the bottom of the tile is important in preserving the sound on cane audible properties of the Armor-Tile system as required in various jurisdictions.

## **G. CLEANING AND PROTECTING**

- Protect tiles against damage during construction period to comply with tactile tile manufacturer's specification.
- Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.

### **55.5 BASIS OF PAYMENT:**

Detectable Warning Surface Tile-Overlay: Accepted quantities under this section shall be paid for at the Contract Unit Price per square foot for the appropriate size and type of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for labor only. Any fastening hardware, adhesive, tape or caulking the Contractor chooses to use shall be incidental to the cost of installation. The LFUCG will provide the Overlay Detectable Warning Surface Tile and CONTRACTOR is required to install the tile described in this Section.

Detectable Warning Surface Tile-Imbedded: Accepted quantities under this section shall be paid for at the Contract Unit Price per square foot for the appropriate size and type of Detectable Warning Surface Tile installed. Payment shall be considered full compensation for labor only. Any fastening hardware, tape or caulking the Contractor chooses to use shall be incidental to the cost of installation. The LFUCG will provide the Cast in Place Detectable Warning Surface Tile and CONTRACTOR is required to install the tile described in this Section.

Should LFUCG be unable to furnish either tile, the CONTRACTOR shall furnish the tiles on a cost plus basis, per Part 7 of the Special Conditions.

## TECHNICAL SPECIFICATIONS

### SECTION 57 - PAVEMENT STRIPING

#### **57.1 SCOPE**

Work for this section shall conform to Lexington-Fayette Urban County Government, Traffic Engineering drawings, 2 sheets, drawn March 1997 and the Kentucky Department of Highways Standard Specifications for Road and Bridge construction, Section 831, 841, current edition, and shall include all labor, materials, equipment and incidentals to complete the Work.

#### **57.2 DESCRIPTION**

Contrary to Section 841 this Special Note will apply for the following types of quick-drying pavement striping paint and their field testing evaluation by the SASHTO Regional Test Facility using the data obtained from their Asphalt Pavement Test Deck only.

*TYPE A*            *White, water borne quick-dry traffic paint for use with drop on beads-maximum allowable VOC Content 150 grams per liter.*

*TYPE B*            *Yellow, lead free water borne quick-dry traffic paint for use with drop on beads-maximum allowable VOC Content 150 grams per liter.*

#### **57.3 GENERAL REQUIREMENTS**

- A.** Viscosity. The consistency of the pigmented binder shall not exceed 110 KU at 25 °C, when tested in the laboratory in accordance with ASTM D 562.
- B.** Package Stability. The paint shall not cake, liver, thicken, curdle, settle badly or show any objectionable properties after periods of storage of at least 12 months.

The paint, when tested in accordance with ASTM D 1309 and evaluated in accordance with ASTM D 869, shall no fall below a rating of 5 on paint condition.

- C.** Colors. The diffuse daylight color of yellow paint after heat application and drying shall conform as shown in the Federal Highway administration color chart and referred to as Highway yellow (PR Color #1)
- D.** Quality. The composition and quality of the paint shall be such as to be suitable binder for the glass spheres and produce a satisfactory lane maker.
- E.** Freeze – Thaw Stability. The paint shall not show pronounced separation, lumpiness, or coagulation after completion of 5 freeze-thaw cycles, performed in accordance with ASTM D 2243. The consistency of the sample after completion of the 5 freeze thaw cycles shall not exceed 110 KU when tested in accordance with ASTM D 562. Each manufacturer invited to submit a bid shall also supply a one liter sample to the Kentucky

Department of Highways, Division of Materials, Wilkinson Boulevard, Frankfort, Kentucky 40602, for freeze-thaw stability testing. A sample for each paint listed on the bid shall be submitted labeled with the appropriate SASHTO Sample Number.

- F.** Drying Characteristics. Both types of paint, A and B, upon actual application to pavement surfaces, shall dry to no-tracking condition within 60 seconds. The no-track test shall be conducted on beaded and unbeaded lines. A passenger vehicle shall be driven over the test lines 60 seconds after placement at a speed of approximately 16 km/h. A line showing no visual deposition of the paint to the pavement surface when viewed from a distance of 15 meters shall be considered as non-tracking.
- G.** Variation of Composition. Both types of paint, A and B, shall be subject to the following physical and chemical tolerances on compositional variance from the bid sample when submitted for project acceptance.
- |   |                             |                 |                    |
|---|-----------------------------|-----------------|--------------------|
| ➤ | <b>Percent Non Volatile</b> | <b>±2.0%</b>    | <b>ASTM D 3723</b> |
| ➤ | <b>Percent Pigment</b>      | <b>±2.0%</b>    | <b>ASTM D 3723</b> |
| ➤ | <b>Viscosity</b>            | <b>±10.0 KU</b> | <b>ASTM D 562</b>  |
| ➤ | <b>Weight Per Liter</b>     | <b>±30.0 g.</b> | <b>ASTM D 1475</b> |

***CHEMICAL COMPOSITION OF:***

- **Pigment**      **Essentially Identical by X-ray Fluorescence/and Infrared Spectroscopy**
- **Non Volatile Vehicle**      **Essentially Identical by Infrared Spectroscopy**
- **Volatile Organic Compounds**      **Essentially Identical by Gas Chromatograph**

- H.** Glass Beads: KY Type 1 glass beads shall comply with the Kentucky Department of Highways Standard Specifications for Road and Bridge construction, Section 841, current edition. Application shall be per the manufacturer’s recommendation.

**57.4 ACCEPTANCE**

Paint furnished under the contract shall be identical with the sample submitted for field testing and approved by the Department and shall comply with the requirements of this special note. The Department reserves the right to make or have made analyses of both test samples and samples from shipments made under contract to determine whether such are in fact identical.

In the event that the traffic paint does not comply with this special note or it is not identical with the sample submitted, the vendor will be required to replace all such paint

at his own expense, including all handling and transportation charges, with paint that does comply.

#### **57.5 MEASUREMENT AND PAYMENT**

Accepted quantities for Pavement Striping will be paid for at the Contract Unit Price as quoted per lineal foot of stripe satisfactorily placed, which shall be full compensation for all Work required under this Section. All labor, materials and equipment shall be incidental to Pavement Striping.

Payment for temporary markings is included in payment for Maintenance of Traffic. Collecting survey information is included in payment for Surveying and Staking.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 58 – THERMOPLASTIC PAVEMENT STRIPING – WHITE OR YELLOW**

#### **58.1 SCOPE**

This specification covers a reflectorized pavement striping material of the type that is applied to a road surface in a molten state with premixed glass beads by spray or extrusion means, with a supplemental surface application of glass spheres. When applied properly and at the designated thickness and width the stripe shall, upon cooling, be reflectorized and be able to resist deformation by traffic. The applied material shall be impervious to degradation by motor oil, diesel fuel, grease deposits and ice-preventative chemicals.

#### **58.2 MATERIAL REQUIREMENTS**

The thermoplastic pavement marking materials used in this contract shall meet the following specifications. This specification covers reflectorized oil and grease impervious thermoplastic road marking materials which are (1) hot extrusion applied with a surface application of glass spheres and (2) heat fused applied. The properly applied markings shall be reflectorized and able to durably resist degradation and deformation by traffic.

The thermoplastic materials shall be homogenously composed of pigment, filler, resins, and glass reflectorizing spheres, and shall be available in both yellow and white.

Composition: The pigment, beads and filler shall be uniformly dispersed in the resin. The materials shall be free from all skins, dirt, and foreign objects and shall comply with requirements according to Table 1. Only new materials shall be acceptable for use on this project.

TABLE 1

COMPONENT	WHITE	YELLOW
Binder (see note A )	18.0% min	18.0% min
Glass Beads (AAASHTO M247 Type D )	30.0 – 40.0%	30.0 – 40.0%
Titanium Dioxide	10.0% min	--
Yellow Pigments (see note B)	--	2.0% min
Calcium Carbonate	42.0% max	50.0% max

**Note A:** The alkyd binder shall consist of a mixture of synthetic resins (at least one of which is solid at room temperature) and a high boiling point plasticizer. At least one third of binder composition shall be solid maleic modified glycerol ester resin and shall be no less than 8% of the entire material formulation. The alkyd binder shall not contain petroleum based hydrocarbon resins.

**Note B:** The percentage of yellow pigment can be reduced if lead pigments are eliminated from the formulation.

Temperature - The molten material temperature shall be between 400 and 440 F unless otherwise recommended by the manufacturer, and approved by the Engineer.

Primer - A primer shall be used if thermoplastic is applied to Portland cement concrete. Any primer used shall be compatible with the thermoplastic material.

Thickness - The pavement markings shall yield a solid thickness range of 80 to 95 mils above the roadway surface across the middle two-thirds of the line width.

Glass Beads - Glass beads shall be uniformly applied to the surface of the molten thermoplastic at the minimum rate of 7 to 9 lb/ 100 ft<sup>2</sup>.

Color - The color of the dry markings shall match Federal Standard 595 (13538 – yellow or 17886– white). The Contractor shall supply the specified color chips for the Engineer’s use to visually determine that the thermoplastic material matches the specified color.

Retro reflectance - The millicandel/lux/square meter values taken anytime within the first 30 days shall conform to the following:

RETROREFLECTANCE

<b>COLOR</b>	<b>RETROREFLECTIVITY</b>	<b>CORRECTIVE ACTION</b>
White	equal to or greater than 250	None
Yellow	equal to or greater than 150	
White	less than 250	Necessary corrective actions, including grinding if necessary, and re-tracing.
Yellow	less than 150	

The “Drop-On” glass beads shall conform to AASHTO specifications M-247-81 except as follows: The glass beads shall have the following gradation:

<b>US Sieve Number</b>	<b>Percent Passing</b>
20	100
30	75-95
50	15-35
80	0-5
100	0

The “Drop-On” glass beads shall be smooth, clear and free from air inclusions. The beads shall have a minimum refractive index of 1.50 and shall be a minimum of 80% true spheres overall, and minimum 70% true spheres on each sieve. The beads shall be moisture proof coated and shall meet the requirements of AASHTO M-247-81 Section 4.4.2 to insure optimum embedment of 60-65 percent (60-65%) in various thermoplastic traffic marking systems. The material shall set to bear traffic in not more than 2 minutes when the air temperature is 50 degrees F and not more than 10 minutes when the air temperature is 90 degrees F.

**Bond Strength** – After heating the thermoplastic material for four hours at 425 degrees F the bond strength to Portland Cement Concrete shall exceed 180 psi (1.24 Mpa Method ASTM D4796-88)

**Cracking Resistance** – For at least 90 days after application the materials shall show no cracks other than with substrate cracking.

**Smear and Softening Resistance** – During the life of the materials, the applied markings shall not smear or soften apart from substrate movement.

### **58.3.1 QUALITY ASSURANCE**

Methods of Sampling and Testing: The LFUCG reserves the right to require the contractor to perform any quality assurance testing necessary to determine compliance with these specifications. Testing required shall be by industry standard and shall be the responsibility of the contractor and performed at no cost to the LFUCG.

The Contractor shall obtain and provide to the Engineer, as part of the material submittal package, a written material specification compliance certification from the thermoplastic manufacturer, stating that the material being used on this contract meets the materials specifications in the Contract.

### **58.4.1 APPLICATION REQUIREMENTS**

The molten applied thermoplastic material shall readily screed/extrude at temperatures between 400 degrees F and 440 degrees F from the approved equipment to produce a line which shall be continuous and uniform in shape having sharp dimensions.

The application of additional glass beads by drop-on methods shall be at a minimum rate of 8 lbs. per 100 sq ft of marking. Ambient and surface temperatures shall be at least 50 degrees F and rising at the time of application.

#### **Method of Application:**

The Contractor shall furnish and install machine-applied extruded and/or sprayed hot thermoplastic with glass spheres (pre mixed and drop-on) in the proper ratio to immediately produce a highly reflective marking as described elsewhere in these specifications, in accordance with the details in this contract and the following provisions.

#### **Surface Preparation:**

In order to insure maximum possible adhesion, the pavement surface upon which the pavement markings are to be placed shall be properly cleaned from grease, oil, mud, dust, dirt, grass, loose gravel, and other deleterious material prior to the application of the Thermoplastic pavement markings, and/or primer/sealer. Cleaning is required on all surfaces which are to receive new pavement markings, and shall be considered incidental to the application of the markings.

#### **Primer-Sealer:**

It shall be the responsibility of the contractor to recommend to the Engineer and obtain the Engineer's concurrence as to whether primer-sealer is required on a given pavement in order to meet the material manufacturer's warranty conditions. Generally, on all Portland Cement concrete pavement surfaces and aged asphalt-concrete pavements having less than eighty percent (80%) bituminous concrete, primer-sealer shall be applied to the area where the thermoplastic pavement markings are to be placed. Also, the Engineer reserves the right to direct the Contractor to apply primer/sealer for any given markings.

The primer/sealer shall be that recommended by the manufacturer of the thermoplastic material, and approved by the Engineer. The material shall form a continuous film which shall dry rapidly and adhere to the pavement. The material shall not discolor nor cause any noticeable change in the appearance of the pavement outside the of the finished pavement markings. All solvents shall have evaporated from the primer/sealer prior to the application of the molten thermoplastic materials. A sample of the primer/sealer and the recommended method of application must be submitted to the Engineer, and shall have been approved by the Engineer and the manufacturer of the material before application. The Engineer has the authority to require the Contractor to apply the primer/sealer using a separate vehicle which may require additional traffic control. Payment for application of primer/sealer and any additional traffic control will be incidental to the marking item.

#### **58.4.2 REMOVAL OF EXISTING PLASTIC MARKINGS**

When called for in the contract or otherwise as directed by the Engineer, removal of existing plastic pavement markings shall be accomplished by the Contractor using equipment and methods specifically approved by the Engineer. Marking removal shall not be by the “painting out” with black paint method nor shall it result in excessive scarring of the pavement. No more than 1/8 inch depth of scarred pavement will be allowed. At least 90 percent of all markings shall be removed.

As directed by the Engineer, the Contractor shall be responsible for sweeping or otherwise adequately cleaning up debris after completion of markings required to be removed by the Engineer because they are improperly located or otherwise incorrect or improper. Unless permitted otherwise by the Engineer, where old markings are removed, the new markings must be applied the same day as the old markings are removed. Whenever grinding, scraping, sandblasting, or other operations are performed, the work shall be conducted in such manner that the finished pavement surface is not damaged or left in a pattern that will mislead or misdirect motorists. When these operations are completed, the pavement markings shall be cleaned to remove residue and debris resulting from the cleaning work.

Where cleaning and/or removal of pavement objectionable material is being performed within ten(10) feet of a lane occupied by traffic, the residue removal shall be by method(s) approved by the Engineer.

Any damage to the pavement or pavement joint materials caused by pavement marking removal shall be repaired by the Contractor at no cost to the LFUCG by methods acceptable to the Engineer.

The removal of pavement markings will be measured and paid for at the contract price as shown in the Bid Documents.

No direct payment will be made for the removal of existing pavement markings which

have not been authorized by the Engineer.

### **58.4.3 PRE-MARKING OF LINES**

When a line is required to be placed in the same location as an existing painted line, and existing painted markings not required to be removed are visible, they shall be retraced (i.e. new markings installed in exactly the same locations, patterns, and dimensions as the old markings). However, if the existing markings are to be removed or are not visible, or if new roadway surface has been placed before markings installation occurs, or if the contract requires a line to be installed where none currently exists, the Contractor will be required to pre-mark as directed by the Engineer and subsequently shall install the required markings in accordance with the requirement of other sections of the specifications.

The actual placement of the pavement markings at any such site shall not be performed until the pre-marking has been inspected and approved by the Engineer. Pre-marking is incidental to the pavement marking installation work and there will be no separate payment for pre-marking.

### **58.4.4 WARRANTIES**

The thermoplastic pavement marking materials and glass beads furnished under this contract shall assume the manufacturer's warranty for these materials and shall be guaranteed by the supplier against failure due to traffic oil degradation.

The contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless the LFUCG and its duly authorized representatives from all suits at law or action of every nature for, or on account of the use of any patented materials equipment, devices or processes. Further, the material shall meet the requirements of this specification for a period of one year.

### **58.5 BASIS OF PAYMENT**

Accepted quantities for Thermoplastic Pavement Striping will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot, satisfactorily installed. All labor, materials, equipment, and excavation shall be incidental to Thermoplastic Pavement Striping. Payment for pre-marking, removal of existing plastic markings, furnishing and applying primer/sealer and any additional traffic control shall also be incidental to Thermoplastic Pavement Striping.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 59 – THERMOPLASTIC PAVEMENT MARKINGS**

#### **59.1 SCOPE**

This specification covers a reflectorized pavement markings of the type that are preformed and heat-applied to a road surface. When applied properly the markings shall, upon cooling, be reflectorized and be able to resist deformation by traffic. The applied material shall be impervious to degradation by motor oil, diesel fuel, grease deposits and ice-preventative chemicals.

CONTRACTOR shall install thermoplastic markings as soon as Work is sufficiently complete to allow installation of permanent markings. Until the permanent installation is completed, the contractor shall maintain temporary markings consistent with needs and in accordance with the Manual on Uniform Traffic Control Devices. For field dispensed lane markings and for preformed markings to the extent that there is no conflict with provisions herein, the work will conform to KDOH Sections 749, 847, and 848.

#### **59.2 MATERIALS AND WORKMANSHIP**

All markings shall be of thermoplastic.

Lane direction arrows, crosswalk markings, and stop bars shall be of the preformed thermoplastic type, composed of hydrocarbon resin, pigments, binders, and glass beads, which have been factory produced as a finished product to meet the requirements of the Manual on Uniform Traffic Control Devices . The thermoplastic shall conform to AASHTO designation M249-79 (86) with the exception of the relevant differences due to material being supplied in a preformed condition. Turn arrows shall be FHWA Standard No. 33024 1 and straight arrows shall be No. 330240; combination turn/thru arrows shall be No. 330142. The arrows, crosswalk markings, and stop bars shall be as manufactured by Flint Trading, Inc., or approved equal.

The following are general requirements for the various markings:

Graded Glass Beads - The material must contain a minimum of 30 percent grades glass beads by weight. The beads shall be clear and transparent with no more than 20 percent consisting of irregular or fused spheroids and silica. The index of refraction shall not be less than 1.50.

Pigment - All markings for this contract except edge markings are white. A sufficient amount of titanium dioxide must be used to ensure a color similar to Federal Highway White, Color No. 17886, as per Federal Standard 595. The yellow edge markings shall

contain sufficient yellow pigment to ensure a color similar to Federal Highway Yellow, Color No. 13655.

Skid Resistance - The surface must provide a minimum skid resistance value of 50 BPN when tested by ASTM E303.

Thickness - Preformed material must be supplied at a minimum thickness of 120 mils.

Environmental Resistance - The material must be resistant to deterioration due to exposure to sunlight, water, oil, gasoline, salt, or adverse weather conditions.

Application to Asphalt - Preformed material shall be applied using a propane torch per recommendations of the manufacturer. The material must be able to be applied at air and road temperatures of 32 degrees F. without any preheating of the pavement. The pavement must be clean, dry, and free of debris at the time of application. The instructions with each package shall be followed to assure proper application. While the material is still hot and receptive, the surface shall be flooded with a surplus of glass beads.

Application to Portland Cement Concrete - Requirements are the same as for asphalt except that a primer/sealer must be used prior to application to assure proper adhesion. This step shall conform to pertinent manufacturer's recommendations.

Packaging - The material shall be packaged in plastic film and with cardboard stiffeners as necessary to prevent damage by handling and transporting.

### **59.3 REMOVAL OF PERMANENT PAVEMENT MARKINGS**

See Section 58 of these specifications.

### **59.4 MEASUREMENT AND PAYMENT**

Accepted quantities for Pavement Markings shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square foot of the item satisfactorily placed. All labor, materials, equipment, and excavation shall be incidental to the placement of Pavement Markings.

The Work shall include all labor, materials, plant, and costs necessary or incidental to supplying and installing markings in a workmanlike manner. Payment will be at the bid price for Permanent Pavement Striping and/or Symbols. Payment for temporary markings is included in payment for Maintenance of Traffic. Collecting survey information and layout are included in payment for Surveying and Staking.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 60 – PRECAST CONCRETE WHEEL STOPS**

#### **60.1 SCOPE**

This Section specifies furnishing and installing commercially produced concrete wheel stops at the locations detailed on the plans.

#### **60.2 MATERIALS**

Provide wheel stops cast with a concrete that has a minimum strength equal to that of Class A concrete as defined in KDOH Section 601. Unless otherwise specified on the plans, each wheel stop shall be 6 ft. in length. Minimum reinforcement for each wheel stop shall be 2 No. 4 bars placed longitudinally. Reinforcing steel must conform to the requirements KDOH Section 602.

Steel bars for installation shall be 5/8" diameter galvanized steel or No. 5 steel reinforcing bars conforming to the requirements of KDOH Section 602.

#### **60.3 INSTALLATION**

Securely attach wheel stops into at-grade concrete and at-grade asphalt pavement with not less than two galvanized steel dowels embedded in holes cast into wheel stops and drilled into the pavement. . Firmly bond each dowel to wheel stop and to pavement.

#### **60.4 MEASUREMENT AND PAYMENT**

Accepted quantities for Precast Concrete Wheel Stops shall be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per wheel stop satisfactorily placed. All labor, materials and equipment shall be incidental to the placement of Concrete Wheel Stops.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 61 – INLAID PAVEMENT REFLECTORS**

#### **61.1 SCOPE**

This specification covers bi-directional inlaid pavement reflectors installed in recessed grooves cut into the final course. When applied properly the reflectors will be unaffected by a snow plow. Reflectors shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 840, Current Edition.

Work shall and shall include all labor, equipment, materials, equipment and incidentals necessary to complete the Work. All grooving shall be considered incidental.

#### **61.2 MATERIALS AND WORKMANSHIP**

Markers shall meeting the following specifications.

Material: Polycarbonate Plastic  
Weight: Housing 2.00 oz.  
Reflector 2.00oz.  
Housing Size: 5.00" x 3.00" x 0.70" high

Specific Intensity of Reflectivity at 0.2° Observation Angle

White: 3.0 at 0°entrance angle  
1.2 at 20°entrance angle  
Yellow: 60% of white values  
Red: 25% of white values

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

#### **61.2 INSTALLATION**

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

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

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

### **61.3 BASIS OF PAYMENT**

Accepted quantities for Inlaid Pavement Reflector will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per inlaid pavement reflector satisfactorily installed. All labor, materials (including asphalt surface preparation, adhesive, etc.), and equipment shall be incidental to the installation of Inlaid Pavement Reflectors.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 62- ALUMINUM SHEETING SIGNS AND POSTS**

#### **62.1 SCOPE**

Work shall consist of constructing Aluminum Sheeting Signs in accordance with the Drawings, and shall conform to the Kentucky Department of Highways Standard Specifications, current edition, and the Manual on Uniform Traffic Control Devices (current edition).

#### **62.2 SUBMITTALS**

Submit product data including sizes, shapes, configuration, color and other details.

#### **62.3 MATERIAL**

Sign base material shall consist of aluminum that conforms to Kentucky Department of Highways Standard Specifications, current edition, Section 833.01.02.

All hardware for the erection of sheeting signs shall be cadmium plated steel in accordance with ASTM B-776 and ASTM A-307.

Steel Posts, Type I shall meet the requirements of Kentucky Department of Highways Standard Specifications, current edition, Section 832.

#### **62.4 MEASUREMENT AND PAYMENT**

Payment for SBM Aluminum Sheet Signs, 0.125 in, will be made at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per square foot satisfactorily installed. All labor, materials, equipment and mounting hardware shall be incidental to SBM Aluminum Sheet Signs, 0.125 in.

Payment for Steel Post Type 1 (2" Posts) will be made at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per lineal foot satisfactorily installed. All labor, materials, equipment, and excavation shall be incidental to Steel Post Type 1 (2" Posts).

## TECHNICAL SPECIFICATIONS

### SECTION 63 – STREET LIGHTING

#### **63.1 SCOPE**

Work under this Section shall consist of furnishing and installing rigid steel and PVC conduit, and electrical junction boxes, and light bases as shown on the Lighting Plans. Rigid steel and PVC conduit and electrical junction boxes shall be listed for underground applications and shall conform to the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction, Section 834, Current Edition. Work shall and shall include all labor, materials, equipment and incidentals (including fittings) necessary to complete the Work. All trenching, backfilling, boring, pipe laying and fitting, and aggregate shall be considered incidental.

The Contractor shall provide all conduit with a pull string for underground feed lighting applications. The ditch shall be a minimum of 18 inches deep.

Junction box installation shall include installation of ground rods.

Streetlight bases shall be installed per Kentucky Utilities standard drawings furnished in the plans, for anchor base mounted poles.

The Contractor shall not be responsible for furnishing and installing the light poles. They will be furnished and installed by Kentucky Utilities. The Contractor shall coordinate the timing of lighting activities with the LFUCG Division of Traffic Engineering and Kentucky Utilities.

#### **63.2 BASIS OF PAYMENT –CONDUIT**

Accepted quantities for Conduit 2” (Rigid Steel) and Conduit 2” (Schedule 40 PVC) conduit will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per linear foot satisfactorily installed. All labor, materials (including bushings, end plugs, warning tape, fittings, etc.), equipment, excavation, backfilling, and boring/jacking shall be incidental to the installation of Conduit 2” (Rigid Steel) and Conduit 2” (Schedule 40 PVC).

#### **63.3 BASIS OF PAYMENT – JUNCTION BOXES**

Accepted quantities for Electrical Junction Box and Fiber Optic Splice Enclosure (junction box) will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid junction box satisfactorily installed. All labor, materials (including ground rods, stone, fittings, etc.),

and equipment, excavation, backfilling, and boring shall be incidental to the installation of Electrical Junction Box and Fiber Optic Splice Enclosure (junction box).

#### **63.4 BASIS OF PAYMENT – LIGHTING BASES**

Accepted quantities for Streetlight Bases will be paid for at the Contract Unit Price as quoted (which shall be full compensation for all Work required under this Section) and paid per base satisfactorily installed. All labor; materials shown on the KU detail material list plus any other necessary materials; equipment; excavation and backfilling; shall be incidental to the installation of Streetlight Base.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 70 - MOBILIZATION AND DEMOBILIZATION**

#### **70.1 SCOPE**

Work for this Section shall include all labor, excavation, materials, equipment, and incidentals necessary to mobilize and demobilize all personnel, equipment, supplies, and incidentals to the project site; to establish offices, buildings, and other facilities, that are necessary for performing the work; to accomplish all other work or operations that must be performed, including costs that must be incurred, to begin work on the project in accordance with the Kentucky Department of Highway Standard Specifications, Section 110.

#### **70.2 MOBILIZATION**

The Contractor shall not bid an amount for Mobilization that exceeds 5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids in excess of this amount for bid comparisons. The LFUCG will base the award on the maximum allowable bid of 5 percent. If any errors in unit bid prices for other Contract items in a Contractor's Bid Proposal are discovered after bid opening and such errors reduce the total amount bid for all other items, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, so that the percent bid for mobilization is larger than 5 percent, the LFUCG will adjust the amount bid for mobilization to 5 percent of the sum of the corrected total bid amounts

#### **70.3 DEMOBILIZATION**

The Contractor shall not bid an amount for Demobilization that is less than 1.5 percent of the sum of the total amounts bid for all other items in the Bid Proposal, excluding Mobilization, Demobilization, and contingent amounts established for adjustments and incentives, if applicable. The LFUCG will automatically adjust any bids that are less than this amount up to 1.5 percent to compare Bid Proposals and award the Contract. The LFUCG will award a Contract for the actual amount bid when the amount bid for demobilization exceeds 1.5 percent, or the LFUCG will award the Contract for the adjusted bid amount when the amount bid for demobilization is less than 1.5 percent.

#### **70.4 PAYMENT**

Mobilization is included in the Bid Proposal as a separate bid item and the LFUCG will make partial payment for Mobilization in two equal or approximately equal payments. The LFUCG will make the first payment on the first pay estimate on which the Contractor's total earned value on Contract items, other than Mobilization, exceeds \$10,000. The LFUCG will make the second payment on the first pay estimate on which the Contractor has earned 5 percent or more of the

total Contract amount for Contract items, other than Mobilization. The LFUCG will make both payments simultaneously when these requirements are met at the same time.

## **TECHNICAL SPECIFICATIONS**

### **SECTION 71 – UTILITY COORDINATION**

#### **71.1 SCOPE**

Utility coordination efforts determined that utility relocation will be necessary for this project. Any information pertaining to utility facilities are defined in the bid package and are to be carried out as instructed by the LFUCG. The Contractor shall be responsible for all utility coordination associated with any existing and / or relocated utilities within the project corridor. Such coordination work shall be incidental to the cost of the project.

**- END OF TECHNICAL SPECIFICATIONS -**

## STANDARD DRAWING – TABLE OF CONTENTS

### LFUCG Division of Engineering – Standard Drawings (2017)

Drawing No. Drawing Title

---

100	Storm Sewer Manhole Type “A” – Circular Walls
102	Storm Sewer Manhole Details
103	Manhole Frames, Covers and Steps
105	Storm Sewer Manhole Circular Slabs 6’-0” Diameter
121	Surface Inlet Type "B"
122-1	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
122-2	Curb Box Inlet Type "A" 4' x 4' Box 15" - 18" Pipes
125	Curb Box Inlet Type "D"
200	Trenching, Laying, Backfilling and Bedding Outside R/W Limits
201-1	Trenching, Laying, Backfilling and Bedding Under Street Pavement Using Aggregate
201-2	Trenching, Laying, Backfilling and Bedding Under Street Pavement Using Flowable Fill
301	Curb and Gutter
303	Sidewalk Construction Specifications
304	Sidewalk Ramp
307-2	Commercial Entrance Details
311	Plank Fence
316	Top Rail for Retaining Walls Handrail for Steps
318	Edge Key
320-1	Perforated Pipe Subgrade Drainage Along Roadway
323	Public Improvement Sign

### LFUCG Stormwater Manual – Standard Drawings (2020)

Drawing No. Drawing Title

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11-21	Temporary Silt Fence
11-22	Temporary Silt Fence General Notes
11-23	Drop Inlet Protection Using Silt Fence

### Kentucky Department of Transportation – Standard Drawings (2020)

Drawing No. Drawing Title

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RDX-230-01	Silt Trap Type C
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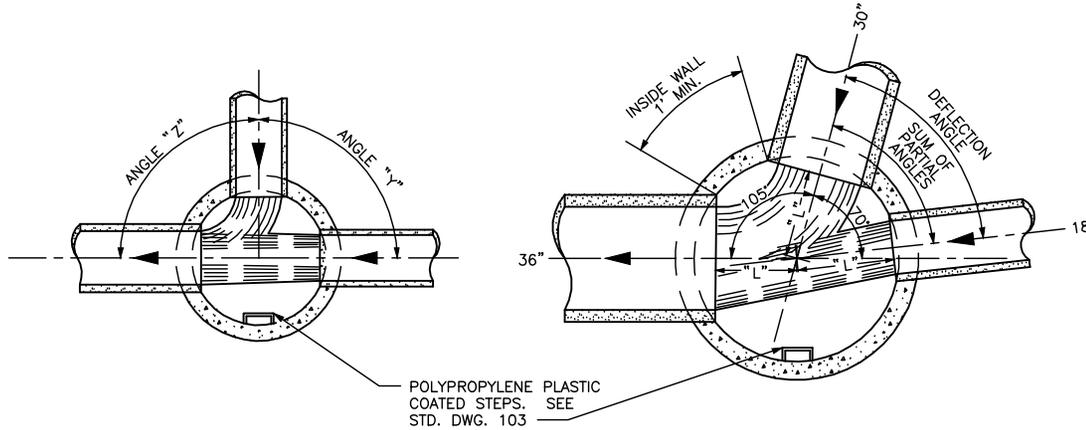
RPM-130-04 Precast Vehicle Stop  
TPM-115-03 Pavement Marker Arrangements Two-Lane, Two-Way Roads  
TPM -140-04 Pavement Marker Arrangements Two-Way, Left Turn Lane  
TPM-206 Typical Markings for Turn Lanes  
TPM-207 Typical Markings for Turn Lanes

TABLE I  
OF  
MINIMUM PARTIAL ANGLE

PIPE SIZE	MANHOLE SIZE									
	4'-0"		5'-0"		6'-0"		7'-0"		8'-0"	
	P. ANGLE	L. DIST.	P. ANGLE	L. DIST.	P. ANGLE	L. DIST.	P. ANGLE	L. DIST.	P. ANGLE	L. DIST.
15"	38°	1'-10"	30°	2'-4"	25°	2'-11"	22°	3'-5"	19°	3'-11"
18"	43°	1'-9"	34°	2'-4"	28°	2'-10"	24°	3'-4"	21°	3'-11"
24"	53°	1'-7"	41°	2'-2"	34°	2'-9"	29°	3'-3"	25°	3'-10"
27"	—	—	45°	2'-1"	37°	2'-8"	32°	3'-3"	28°	3'-9"
30"	—	—	49°	2'-0"	40°	2'-7"	34°	3'-2"	30°	3'-8"
33"	—	—	54°	1'-10"	44°	2'-6"	37°	3'-1"	37°	3'-8"
36"	—	—	—	—	47°	2'-4"	40°	3'-0"	34°	3'-7"
42"	—	—	—	—	55°	2'-1"	46°	2'-9"	39°	3'-5"
48"	—	—	—	—	63°	1'-9"	52°	2'-6"	44°	3'-2"
54"	—	—	—	—	—	—	59°	2'-3"	50°	2'-11"
60"	—	—	—	—	—	—	67°	1'-10"	56°	2'-8"

GENERAL NOTES:

- ALL DIMENSIONS ARE BASED ON SIZE OF LARGEST PIPE IN MANHOLE.
- MANHOLES FOR PIPE LARGER THAN 60" SHALL BE SPECIALLY DESIGNED.
- IN CASES WHERE DEFLECTION ANGLES EXCEED MAXIMUM SHOWN IN TABLES, MANHOLE SHALL BE INCREASED IN SIZE OR SPECIALLY DESIGNED.
- BOTTOM SLAB OF MANHOLES SHALL BE SPECIALLY DESIGNED WITH REGARD TO AREA, THICKNESS, AND REINFORCING IN SITUATIONS WHERE HIGH WATER TABLE OR UNSTABLE SOIL CONDITIONS EXIST.
- MANHOLE BENCH SHALL SLOPE AT LEAST 1" PER FT. FROM WALLS TO CHANNELS AND SHALL HAVE SMOOTH FLOAT AND BRUSH FINISH.
- ELEVATIONS OF PIPES IN MANHOLES SHALL BE SUCH THAT THE TOP OF ALL INFLUENT PIPES WILL BE AT AN ELEVATION EQUAL TO OR GREATER THAN THE TOP OF THE EFFLUENT PIPE.
- INFLUENT PIPES MAY ENTER MANHOLES AT AN ELEVATION ABOVE THE CHANNELS AS REQUIRED TO AVOID CONFLICT WITH LARGER PIPES IN THE MANHOLE.



TYPE "A" MANHOLE – CIRCULAR WALLS  
CAST-IN-PLACE OR PRECAST CONCRETE

NOTES:

- PRECAST CONCRETE MANHOLE BARREL SHALL BE ASTM C-478, CLASS II PIPE TO 12' DEPTH AND C-76 CLASS III GREATER THAN 12' DEPTH.
- BASE SECTION OF CIRCULAR MANHOLES MAY BE CAST-IN-PLACE CONCRETE, OR CUSTOM PRECAST CONCRETE WITH OPENINGS FOR PIPE.
- BASE SECTIONS MAY BE SIMILAR TO SANITARY SEWER MANHOLE.
- PROVIDE STEPS WITHIN 18" OF BENCH.

CIRCULAR MANHOLE NOTES:

- THE ANGLE BETWEEN ANY TWO PIPES (e.g. ANGLE "Y" OR "Z") MUST BE GREATER THAN THE SUM OF THE PARTIAL ANGLES FROM TABLE I FOR THE MANHOLE SIZE SELECTED. FOR SMALLER ANGLES BETWEEN PIPES, LARGE MANHOLES MUST BE SELECTED. (SEE EXAMPLE BELOW)
- THE MAXIMUM DEFLECTION ANGLE BETWEEN ANY INCOMING PIPE AND THE DISCHARGE PIPE SHALL BE NO MORE THAN 90° FOR PIPES UP TO 24" IN DIAMETER. THE MAXIMUM DEFLECTION ANGLE FOR 27" TO 42" PIPES SHALL BE 75° AND FOR PIPES LARGER THAN 42" THE MAXIMUM DEFLECTION ANGLE SHALL BE 60°.

EXAMPLE FOR MANHOLE SIZE SELECTION:

FOR MANHOLE SHOWN ABOVE, THE ANGLE BETWEEN 18" AND 30" PIPE IS 70° AND THE ANGLE BETWEEN 30" AND 36" PIPE IS 110°. THE TABLE INDICATES THAT FOR A 6'-0" DIAMETER MANHOLE THE MINIMUM PARTIAL ANGLE FOR AN 18" PIPE IS 28° AND FOR A 30" PIPE IS 40°. THE SUM OF THE PARTIAL ANGLES IS 68° THIS SUM IS LESS THAN THE 70°. THEREFORE, A 6'-0" MANHOLE DIAMETER IS ACCEPTABLE.

**LEXINGTON**

DIVISION OF ENGINEERING

STORM SEWER  
MANHOLE TYPE "A" –  
CIRCULAR WALLS

STANDARD DRAWING NO. 100

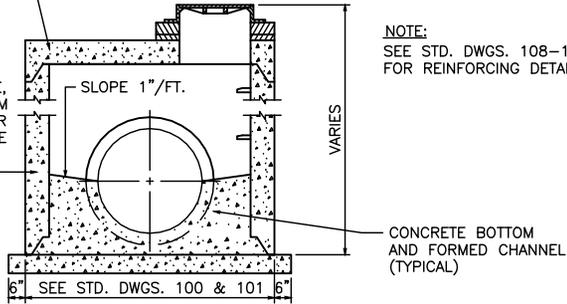
APPROVAL: 9/22/17

URBAN COUNTY ENGINEER DATE

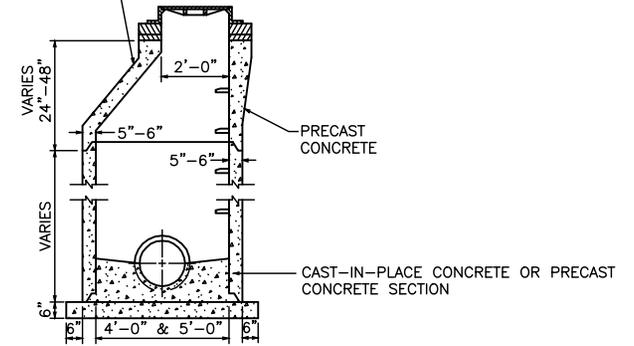
COMMISSIONER DATE

CONCRETE SLAB (FOR DETAILS, SEE STD. DWGS. 104, 108, 110, & 113)

FOR CIRCULAR MANHOLE, WALLS SHALL MEET ASTM C-478 OR C-76. (FOR NON-CIRCULAR MANHOLE SEE STD. DWGS. 108, 110 & 113)

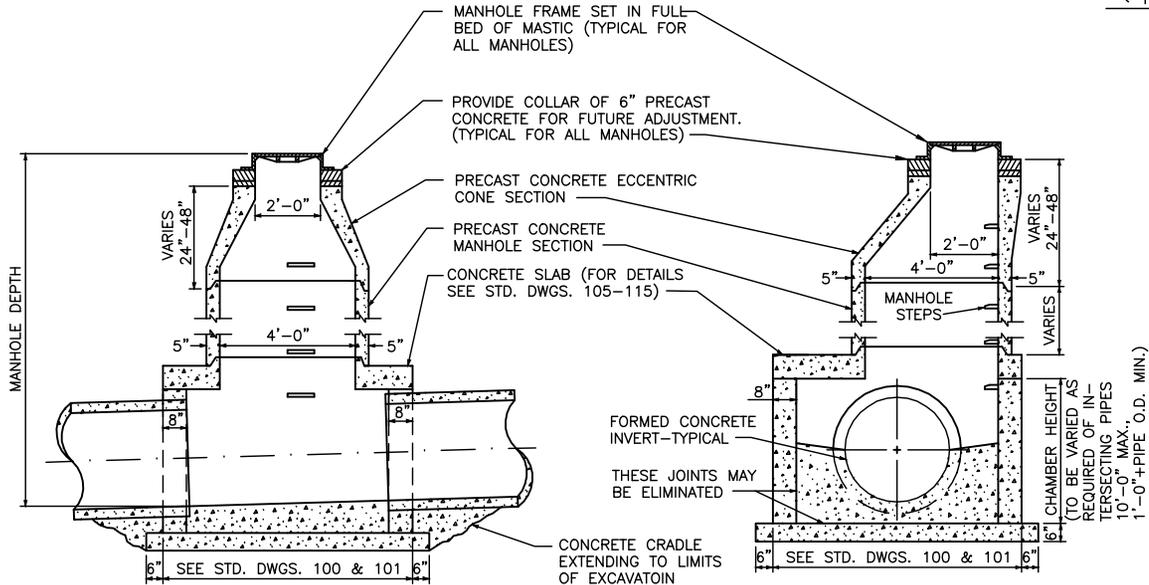


NOTE:  
VERTICAL WALLS AND FLAT SLAB MAY BE SUBSTITUTED FOR CONE SECTION OF MANHOLE.



CIRCULAR AND NON-CIRCULAR WALLS  
(TYPE "A" & TYPE "B")

STANDARD 4'-0" DIA. & 5'-0"  
CIRCULAR WALLS  
(TYPE "A")



- NOTES:
1. BASE SECTION OF CIRCULAR MANHOLES MAY BE CAST-IN-PLACE CONCRETE OR CUSTOM PRECAST CONCRETE WITH OPENINGS FOR PIPE.
  2. 6" OVERHANG IN BOTTOM SLAB IS NOT REQUIRED IF PRECAST MANHOLES ARE USED.
  3. FLAT SLABS IN PAVED AREAS SHALL BE USED ONLY AS APPROVED BY ENGINEER.

TYPICAL LONGITUDINAL SECTION

TYPICAL TRANSVERSE SECTION

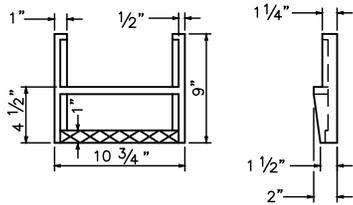
STANDARD CIRCULAR MANHOLE - 6'-0" DIAMETER & LARGER TYPE "A"  
AND NON-CIRCULAR WALL MANHOLE - ALL SIZES TYPE "B"

NO.	DATE	REVISION DESCRIPTION	BY
01	04/13/18	UPDATE MANHOLE FRAME NOTE	TAL

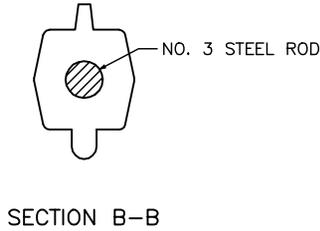
 **LEXINGTON**  
DIVISION OF ENGINEERING

STORM SEWER  
MANHOLE DETAILS

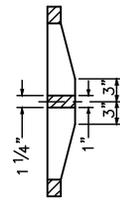
STANDARD DRAWING NO.	102
APPROVAL:	9/22/17
URBAN COUNTY ENGINEER	DATE
COMMISSIONER	DATE



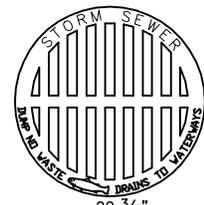
STEP TYPE NO. 1



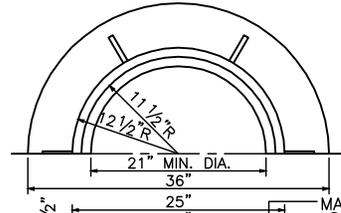
SECTION B-B



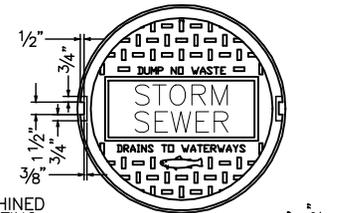
SECTION



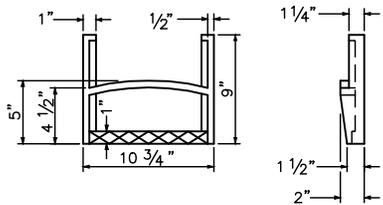
GRATING COVER



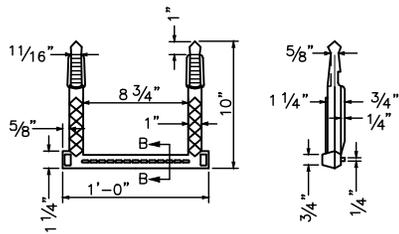
FRAME



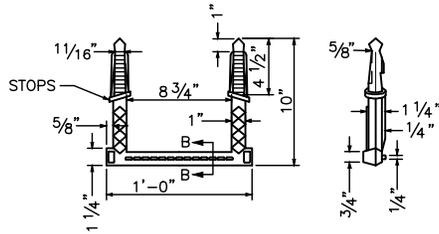
SOLID COVER



STEP TYPE NO. 2

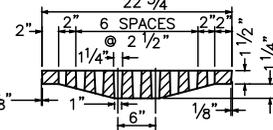


STEP TYPE NO. 3



STEP TYPE NO. 4

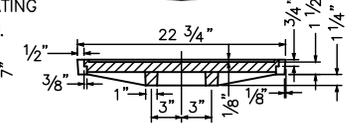
MANHOLE STEPS



GRATING COVER



FRAME



SOLID COVER

MANHOLE FRAME AND COVERS

NOTES:

1. STEPS SHALL BE POLYPROPYLENE PLASTIC COATED STEEL ROD OR OF A TYPE AND SIZE APPROVED BY THE ENGINEER.
2. STEPS SHALL BE SPACED 12" TO 16" O.C. VERTICALLY SO AS TO FORM A CONTINUOUS LADDER.
3. STEPS SHALL BE REQUIRED IN MANHOLES WHEN THE STRUCTURE IS 4 FEET AND GREATER IN DEPTH. (MEASURE FROM FLOWLINE OF LOWEST PIPE TO TOP OF STRUCTURE.)
4. THE TREADS OF ALL STEPS SHALL HAVE ANTI-SKID PROPERTIES FOR HAND AND FOOT GRIPS.
5. MANHOLE STEPS SHALL BE INSTALLED IN A VERTICAL LINE AND SHALL COMPLY WITH OSHA STANDARDS IN ALL RESPECTS.
6. FOR CAST-IN-PLACE OR PRECAST CIRCULAR AND NON-CIRCULAR MANHOLES.
7. FIRST STEP SHALL BE 12" - 18" FROM TOP OF PRECAST CONE SECTION, AND SHALL BE VERTICALLY LOCATED TO MAXIMIZE THE DISTANCE OF ANY STEP FROM THE JOINT OF A MANHOLE SECTION.

NOTES:

1. MINIMUM WEIGHT FOR THE 7" FRAME SHALL BE 185 LBS.
2. MINIMUM WEIGHT FOR THE SOLID COVER SHALL BE 120 LBS.
3. CASTINGS TO MEET ASTM A-48 CLASS 35.

NO.	DATE	REVISION DESCRIPTION	BY
01	04/13/18	UPDATE NOTE 2	TAL

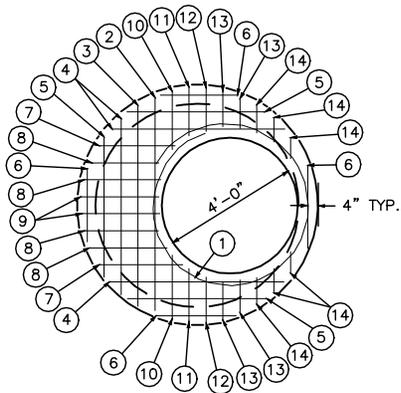


**LEXINGTON**

DIVISION OF ENGINEERING

MANHOLE FRAMES,  
COVERS, & STEPS

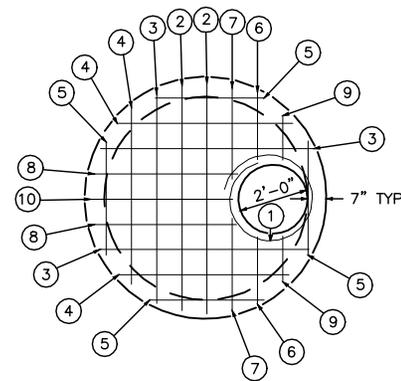
STANDARD DRAWING NO.	103
APPROVAL:	
URBAN COUNTY ENGINEER	9/22/17
COMMISSIONER	DATE



MARK	NO.	SIZE	LENGTH	TYPE
1	1	6	15'-10"	A
2	1	6	6'-6"	STR.
3	1	"	5'-11"	"
4	3	"	5'-3"	"
5	3	"	4'-3"	"
6	4	"	2'-6"	"
7	2	"	2'-7"	"
8	4	"	2'-3"	"
9	2	"	2'-2"	"
10	2	"	1'-10"	"
11	2	"	1'-6"	"
12	2	"	1'-3"	"
13	4	"	1'-0"	"
14	6	"	0'-10"	"

6'-0" DIA.

STANDARD MANHOLES



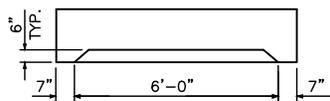
MARK	NO.	SIZE	LENGTH	TYPE
1	1	6	9'-6"	A <sub>1</sub>
2	2	5	6'-9"	STR.
3	3	"	6'-3"	"
4	3	"	5'-3"	"
5	4	"	3'-3"	"
6	2	"	1'-10"	"
7	2	"	2'-9"	"
8	2	"	4'-4"	"
9	2	"	1'-5"	"
10	1	"	4'-3"	"

6'-0" DIA.

SHALLOW MANHOLES

NOTES:

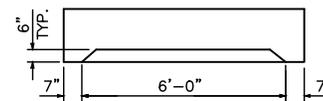
- FOR PIPE SIZES 15" TO 48".
- 6" O.C. SPACING EACH WAY.
- 12" THICK SLAB.
- 7'-2" O.D.
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES.



SIDE VIEW

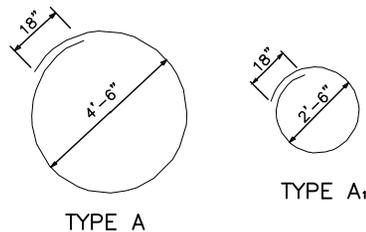
NOTES:

- FOR PIPE SIZES 15" TO 36".
- 9" O.C. SPACING EACH WAY.
- 8" THICK SLAB.
- 7'-2" O.D.
- 2" MIN. STEEL REINFORCEMENT COVER ALL FACES.



SIDE VIEW

SPECIAL BAR BENDS



NOTE:

SLAB OUTER DIAMETER TO VARY WITH MANHOLE WALL THICKNESS, TO COMPLETELY COVER MANHOLE WALLS.



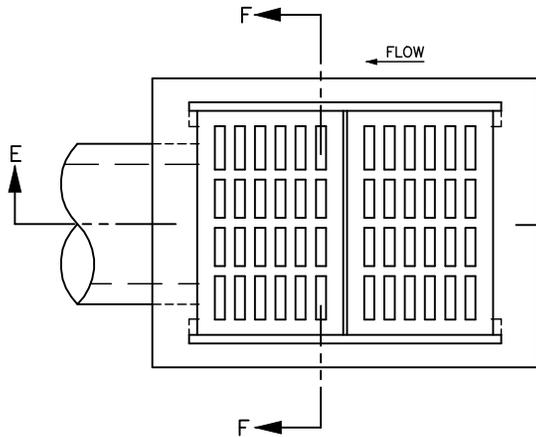
**LEXINGTON**

DIVISION OF ENGINEERING

STORM SEWER  
MANHOLE CIRCULAR SLABS  
6'-0" DIAMETER

STANDARD DRAWING NO. **105**

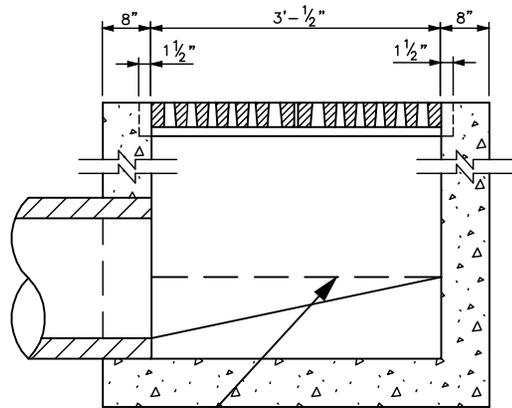
APPROVAL:  9/22/17  
URBAN COUNTY ENGINEER / DATE  
 / DATE  
COMMISSIONER / DATE



PLAN VIEW

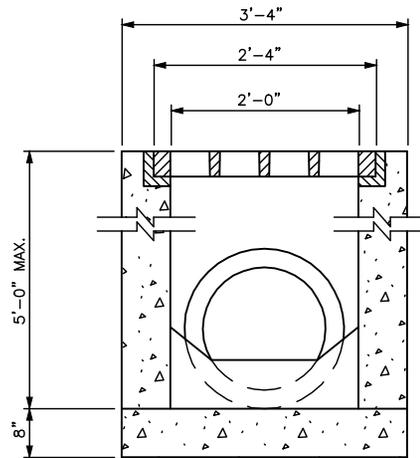
**NOTES:**

1. NO. 5 STEEL SHALL BE USED THROUGHOUT ON 12" CENTERS.
2. ALL STEEL SHALL HAVE A 2" MINIMUM CLEARANCE TO ANY CONCRETE FACE.
3. NO STEEL IS REQUIRED IN THE BOTTOM SLAB.
4. ALL VERTICAL STEEL SHALL EXTEND 4" INTO BOTTOM SLAB.
5. FOR USE IN PAVED AREAS ONLY.
6. PROVIDE MINIMUM 0.1' SLOPE THROUGH STRUCTURE FOR PIPES IN SERIES. CARRY TROUGH THROUGH. ONLY STRAIGHT THROUGH CONNECTIONS ARE ALLOWED.



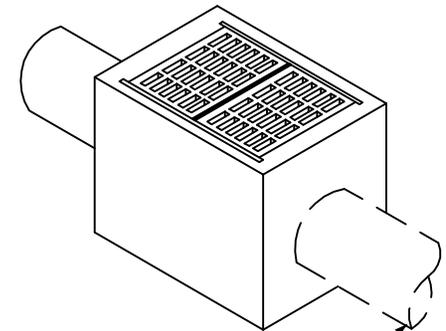
TOP OF BENCH IF  
PIPE RUNS STRAIGHT  
THROUGH INLET

SECTION E-E

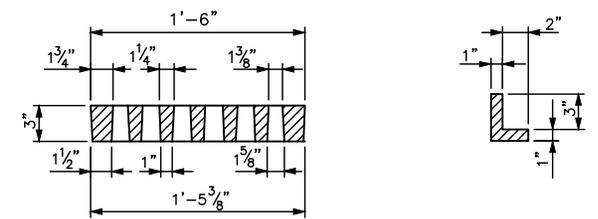
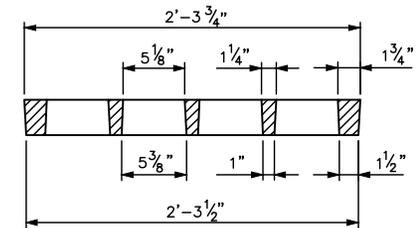


SECTION F-F

ISOMETRIC VIEW



OPTIONAL PIPE FOR  
INLETS IN SERIES  
(SEE NOTE 6)



GRATE DETAILS

 <b>LEXINGTON</b>	
DIVISION OF ENGINEERING	
SURFACE INLET TYPE "B"	
STANDARD DRAWING NO.	121
APPROVAL:	9/22/17
URBAN COUNTY ENGINEER 	DATE 9/22/17
COMMISSIONER 	DATE

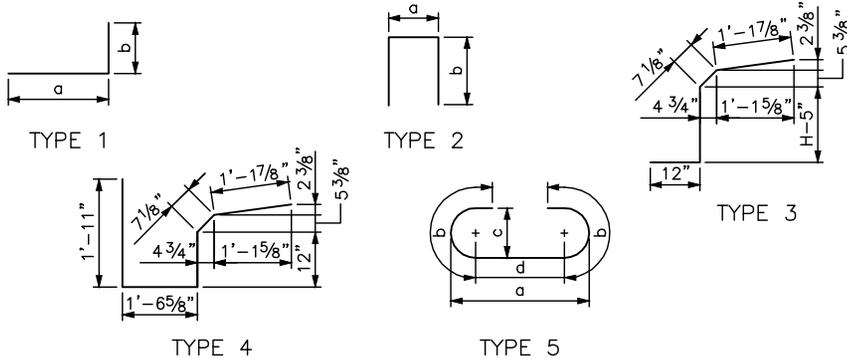


# BILL OF REINFORCEMENT

MARK	TYPE	SIZE	NO.	LENGTH		LOCATION	a		b		c		d	
				FT.	IN.		FT.	IN.	FT.	IN.	FT.	IN.		
A1	STR	#5	10	4	2	FOOTING								
A2	1	#5	10	H+(1'-10")		CHAMBER WALLS	1	0	H+10"					
A3	1	#5	2	H-4"		CHAMBER WALLS	1	0	H-(1'-4")					
A4	3	#5	4	H+(2'-4")		CHAMBER FRONT WALL								
A5	STR	#5	15*	3	8	CHAMBER WALLS								
A6	STR	#5	2	2	2	CHAMBER ABOVE THROAT								
A7	1	#5	19*	2	8	CORNERS	1	4	1	4				
A8	1	#5	4	2	1	CHAMBER WALLS & TOP	1	4	0	9				
A9	STR	#5	8	10	8	TOP SLAB & APRON								
A10	STR	#5	4	7	2	THROAT								
A11	2	#5	2	4	8	THROAT	2	1 5/8	1	4				
A12	4	#5	14	6	1	THROAT & APRON								
A13	1	#5	14	3	5	THROAT	1	11	1	6				
A14	5	#3	14	1	11	TOP SLAB	0	11 1/2	0	7	0	3	0	8 1/2
A15	2	#5	1	4	2	END THROAT	1	6	1	4				

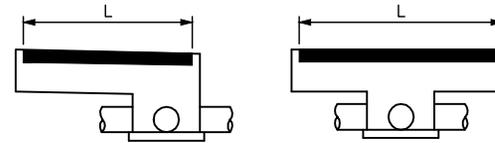
\* NO. OF BARS REQUIRED FOR H=4'-0"  
ADD OR DEDUCT 4-A5 & 4-A7 FOR EACH 1'-0" INCREASE OR DECREASE IN H.

## BAR TYPES



**NOTES:**

- CONCRETE SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 3500 PSI. STEEL REINFORCEMENT SHALL BE ASTM A-615, GRADE 60. ALL EXPOSED EDGES SHALL BE BEVELED 3/4" UNLESS OTHERWISE SHOWN.
- THIS DRAWING DEPICTS A CURB BOX INLET IN A GRADE SITUATION. FOR CURB BOX INLET IN SAG SITUATION, DETAILS SHALL BE MODIFIED AS INDICATED IN DETAIL 'A'.
- THE STANDARD OPENING LENGTH IS 10'-0" AS DETAILED HERE. THIS LENGTH MAY BE INCREASED OR DECREASED BASED ON HYDRAULIC ANALYSIS AND APPROVAL BY THE LEXINGTON-FAYETTE COUNTY URBAN GOVERNMENT ENGINEER. MODIFICATION TO THE OPENING LENGTH WILL REQUIRE MODIFICATION OF LENGTH OF BARS A9 & A10 AND INCREASE OR DECREASE IN NUMBER OF BARS A12, A13 & A14 MAINTAINING THE SAME MAXIMUM SPACING SHOWN ON THIS DRAWING.
- MAXIMUM "H" FOR APPLICATION OF THIS DRAWING SHALL BE 10 FEET.
- FIELD BEND OR CUT BARS A2, A4, AND A5 AS NECESSARY WHERE PIPES PENETRATE CHAMBER WALLS.
- FOR CURB BOX INLET IN CURVE WITH CURB RADIUS OF LESS THAN 25', LONGITUDINAL BARS A9, A10 SHALL BE SHOP FABRICATED RADIALLY.

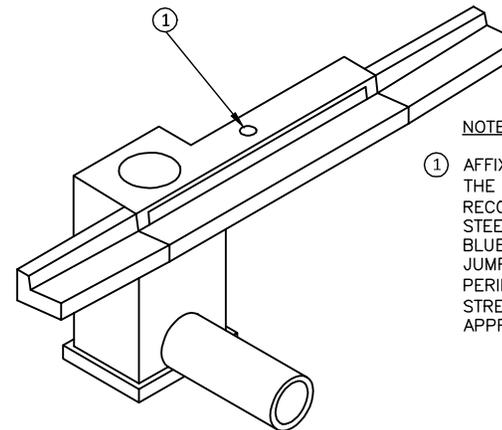


GRADE

SAG

## DETAIL 'A'

APPLICABLE SITUATIONS



**NOTES:**

- AFFIX CIRCULAR MARKER TO THE TOP OF THE INLET BOX, PER MANUFACTURER'S RECOMMENDATIONS: 4" DIAMETER STAINLESS STEEL STAMPED DISK WITH BAKED ENAMEL BLUE BACKGROUND. LOGO OF FISH JUMPING OVER WAVES WITH TEXT ON PERIMETER "STORM DRAIN \* DRAINS TO STREAM\*". ALMETEK INDUSTRIES OR APPROVED EQUAL.

WORK THIS DWG. WITH STD. DWG. 122-1

## ISOMETRIC VIEW

**LEXINGTON**

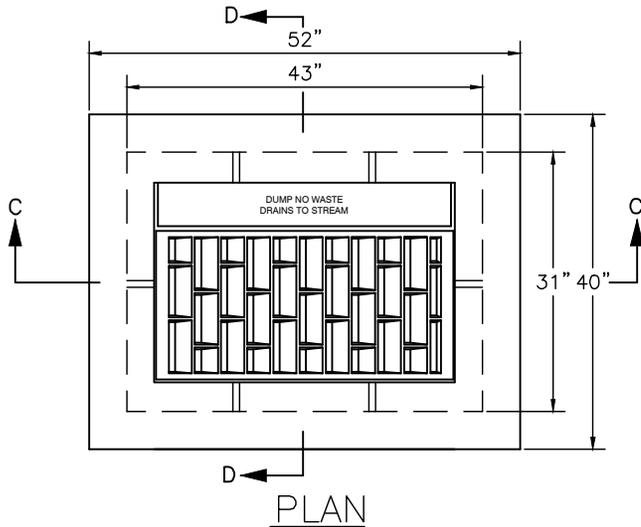
DIVISION OF ENGINEERING

CURB BOX INLET TYPE "A"  
4'X4' BOX  
15'-18" PIPES

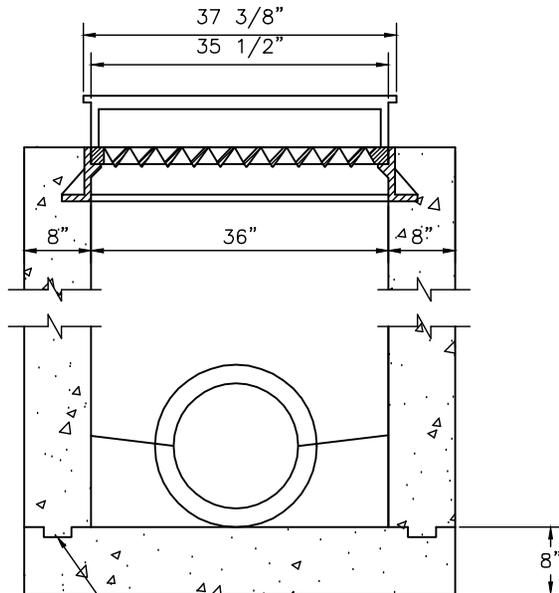
STANDARD DRAWING NO.	122-2
APPROVAL:	
URBAN COUNTY ENGINEER	9/22/17
COMMISSIONER	DATE

**NOTES:**

1. CURB BOX ADJUSTABLE 6" TO 9" TO MATCH TOP OF CURB.
2. NO. 5 STEEL SHALL BE USED THROUGHOUT ON 12" CENTERS. 2" CLEARANCE ON ALL EXTERIOR WALL BARS. EXTERIOR HORIZ. WALL BARS SHALL HAVE A 12" MIN. LAP AT CORNERS.
3. ALL EXPOSED FLATWORK SHALL HAVE A HAND FLOATED AND BROOMED FINISH.
4. NO STEEL IS REQUIRED IN BOTTOM SLAB.
5. ALL VERTICAL STEEL SHALL EXTEND 4" INTO BOTTOM SLAB. VERTICAL STEEL SHALL HAVE A 12" LAP INTO BOTTOM SLAB WITH 3" CLEARANCE FROM EXTERIOR BOTTOM.
6. SET BACK OF FRAME IN CONCRETE TO ANCHOR IN PLACE AFTER IT HAS BEEN ADJUSTED.
7. 18" MAX. PIPE DIAMETER.
8. EAST JORDAN IRON WORKS CATCH BASIN CURB INLET 7035 WITH TYPE M6 GRATE OR EQUIVALENT.
9. TOP OF CURB SECTION SHALL BE CAST WITH "DUMP NO WASTE DRAINS TO STREAM".

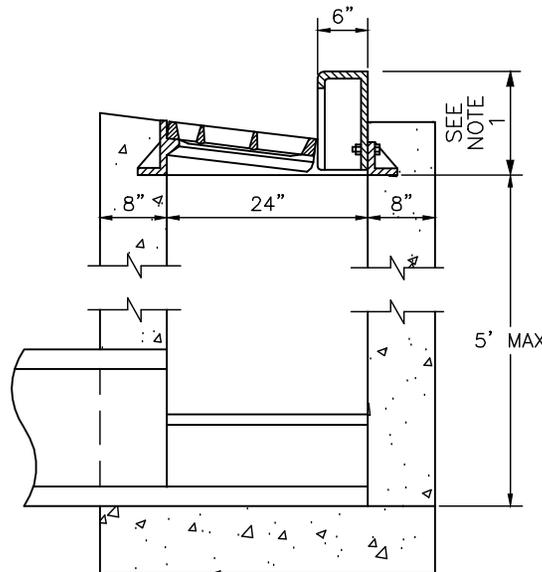


PLAN

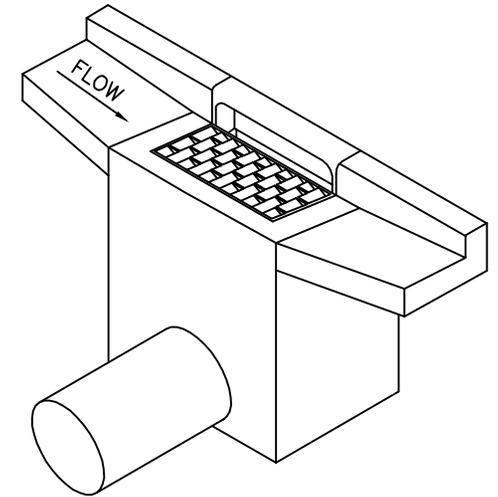


SECTION C-C

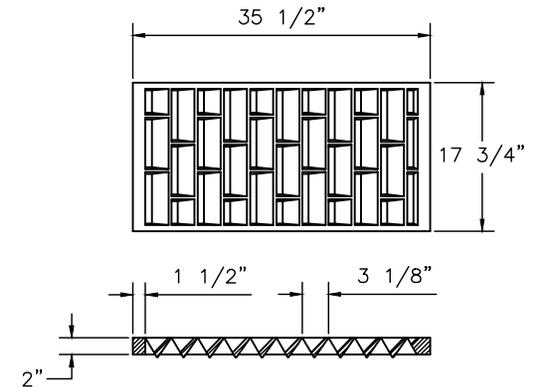
2"x4" KEY AT CONSTRUCTION JOINTS



SECTION D-D



ISOMETRIC VIEW



GRATE DETAIL

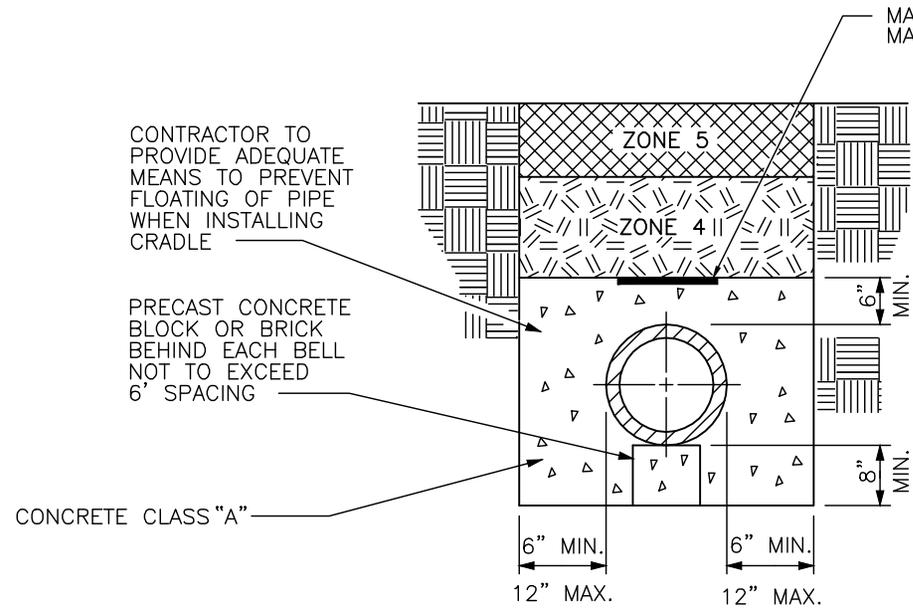
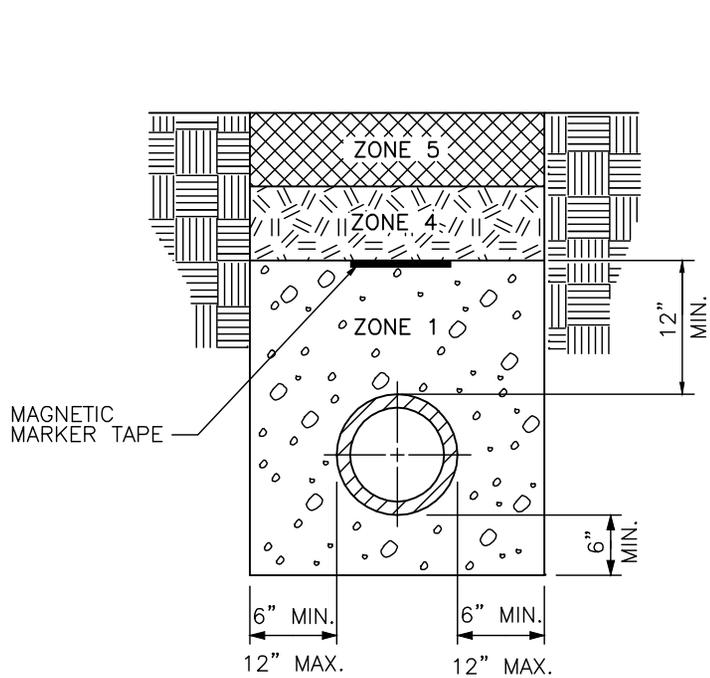


**LEXINGTON**

DIVISION OF ENGINEERING

CURB BOX INLET  
TYPE "D"

STANDARD DRAWING NO.	125
APPROVAL:	<i>[Signature]</i> 9/22/17
URBAN COUNTY ENGINEER	DATE
COMMISSIONER	DATE



PIPE LAID IN ROCK OR SOIL TRENCH

STANDARD CONCRETE ENCASEMENT  
(NOTE: AS REQUIRED BY DESIGN)

PIPE BACKFILL DESCRIPTIONS	
ZONE 1	NO. 9 STONE
ZONE 2	NO. 9 OR NO. 57 STONE
ZONE 3	COMPACTED DGA
ZONE 4	CONSOLIDATED SQJL. (NO ROCK GREATER THAN 6" DIAMETER), NO. 9, OR NO. 57 STONE
ZONE 5	12" MAX. TOPSOIL, NO ROCK ALLOWED

NOTES:

1. COVER, UP TO AND INCLUDING ZONE 4 SHALL BE ESTABLISHED BEFORE TRENCH EXCAVATION.
2. ALL SANITARY SEWER LINES CONSTRUCTED FROM NON-METALLIC MATERIALS SHALL HAVE MAGNETIC MARKER TAPE INSTALLED IN THE TRENCH ABOVE THE SANITARY SEWER LINE.
3. MAGNETIC MARKER TAPE FOR SANITARY SEWER ONLY.



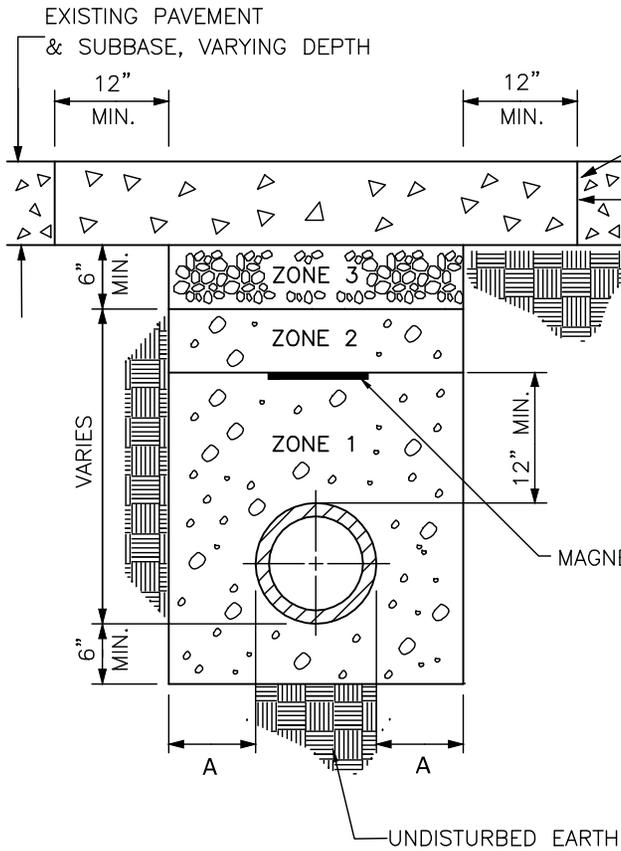
DIVISION OF ENGINEERING

TRENCHING, LAYING,  
BACKFILLING AND BEDDING  
OUTSIDE R/W LIMITS

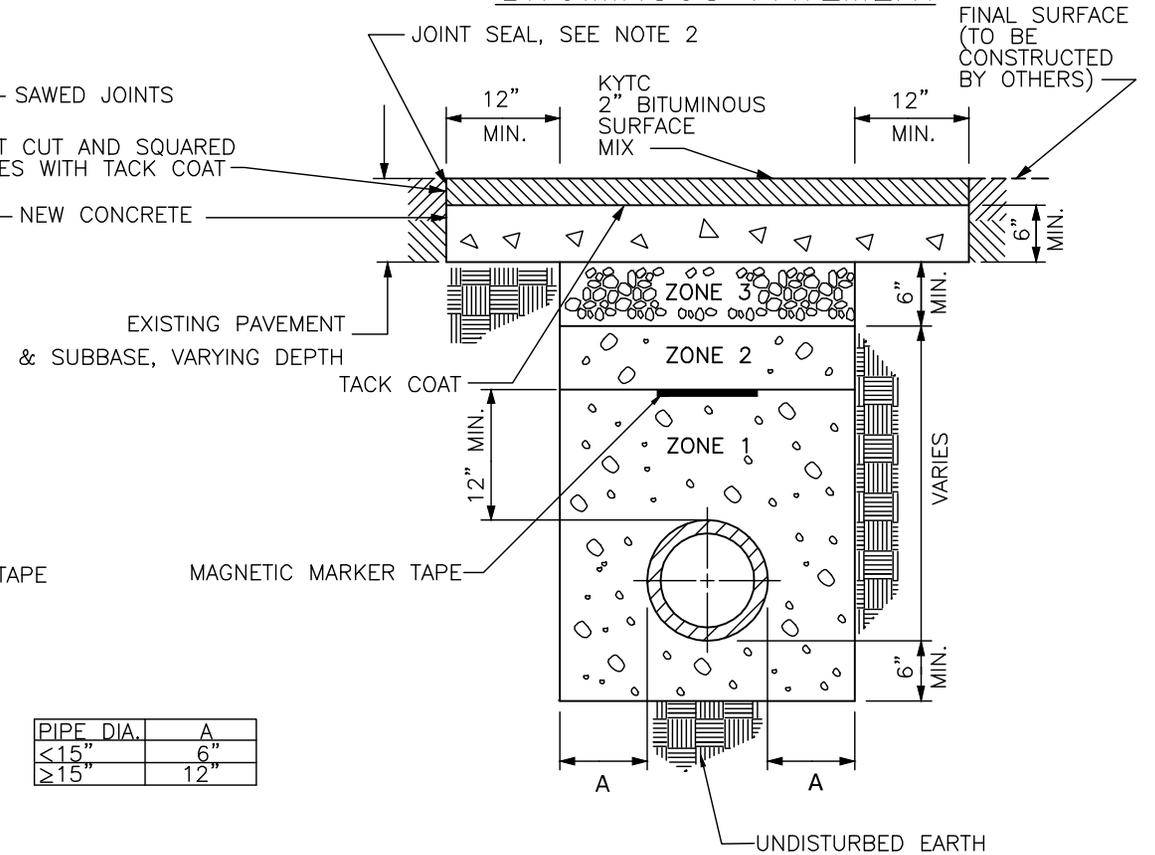
STANDARD DRAWING NO. 200

APPROVAL:  9/22/17  
URBAN COUNTY ENGINEER DATE  
COMMISSIONER  9/22/17  
DATE

### CONCRETE PAVEMENT



### BITUMINOUS PAVEMENT



PIPE DIA.	A
< 15"	6"
≥ 15"	12"

PIPE BACKFILL DESCRIPTIONS	
ZONE 1	NO. 9 STONE OR AS SPECIFIED BY THE UTILITY
ZONE 2	NO. 9 OR NO. 57 STONE
ZONE 3	COMPACTED DGA

**NOTES:**

1. REPLACE CONCRETE PAVEMENT WITH NEW CONCRETE PAVEMENT, 6" MINIMUM OR EXISTING THICKNESS, WHICHEVER IS GREATER. PER KYTC SPECIFICATION 601.03.03 A) CLASS A FROM STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
2. SEAL PERIMETER OF CUT PAVEMENT WITH CRACK SEALANT THAT MEETS ASTM D6690, TYPE 2.
3. MAGNETIC MARKER TAPE FOR SANITARY SEWER ONLY.

NO.	DATE	REVISION DESCRIPTION	BY
01	06/01/19	UPDATE NOTES AND TITLE	TAL



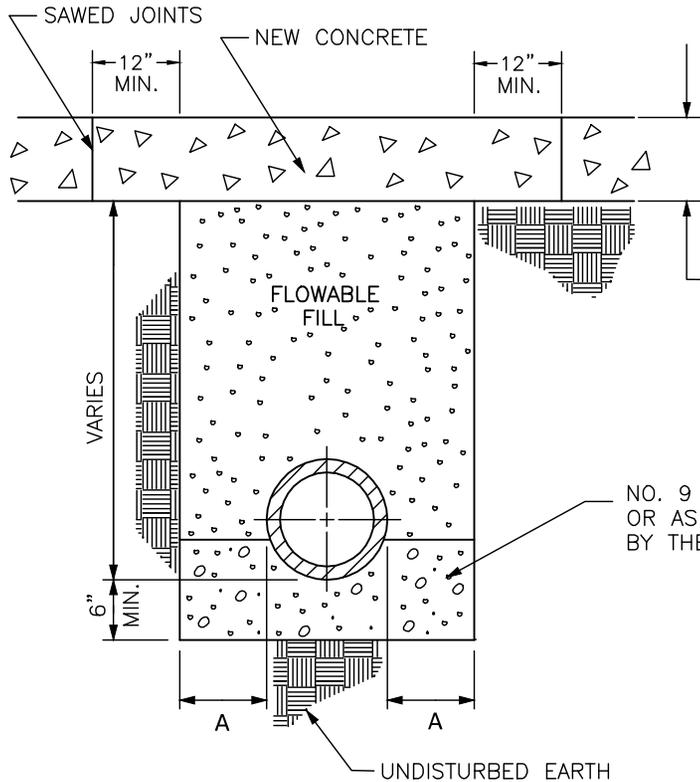
DIVISION OF ENGINEERING

TRENCHING, LAYING, BACKFILLING AND BEDDING UNDER STREET PAVEMENT USING AGGREGATE

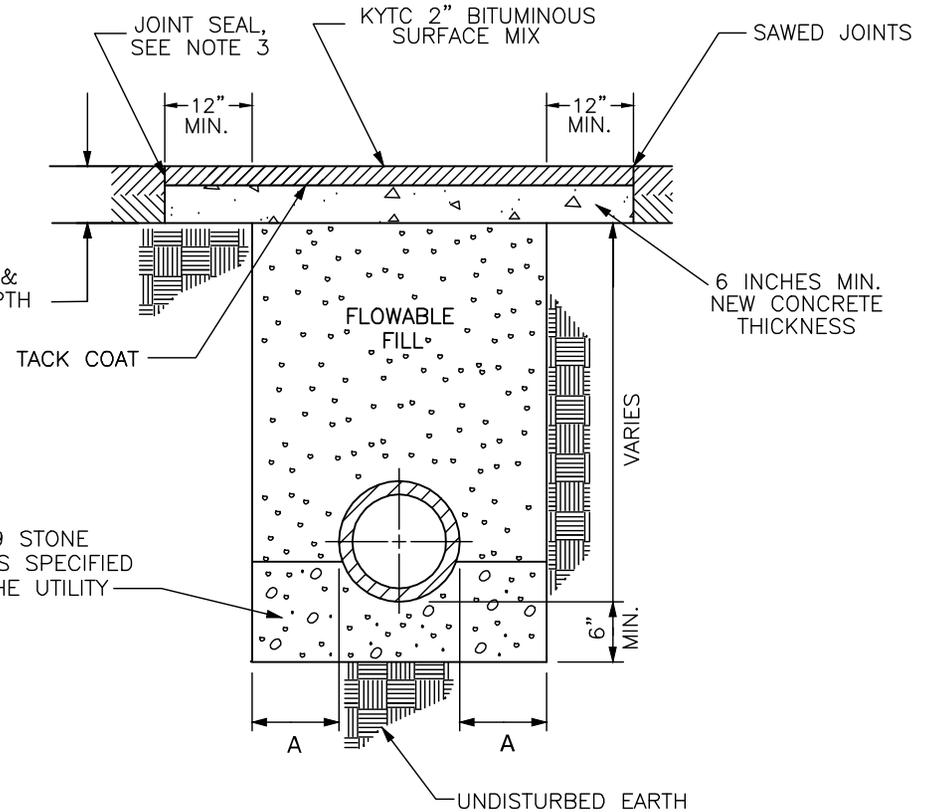
STANDARD DRAWING NO.	201-1
APPROVAL:	9/22/17
URBAN COUNTY ENGINEER	DATE
COMMISSIONER	DATE

TO BE USED WITH STANDARD DRAWING 201-4

### CONCRETE PAVEMENT



### BITUMINOUS PAVEMENT



PIPE DIA.	A
<15"	6"
≥15"	12"

NO. 9 STONE OR AS SPECIFIED BY THE UTILITY

NO. 9 STONE OR AS SPECIFIED BY THE UTILITY

**NOTES:**

1. FLOWABLE FILL PER KYTC SPECIFICATION 601.03.03 FROM STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION CURRENT EDITION.
2. REPLACE CONCRETE PAVEMENT WITH NEW CONCRETE PAVEMENT, 6" MINIMUM OR EXISTING THICKNESS, WHICHEVER IS GREATER. PER KYTC SPECIFICATION 601.03.03 A) CLASS A FROM STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
3. SEAL PERIMETER OF CUT PAVEMENT WITH CRACK SEALANT THAT MEETS ASTM D6690, TYPE 2.
4. UTILITY DESIGNERS AND CONTRACTORS SHALL ACCOUNT FOR AND PROVIDE ANY SUITABLE MEANS TO PREVENT PIPE/CONDUIT FLOATATION.

NO.	DATE	REVISION DESCRIPTION	BY
01	06/01/19	UPDATE NOTES AND TITLE	TAL



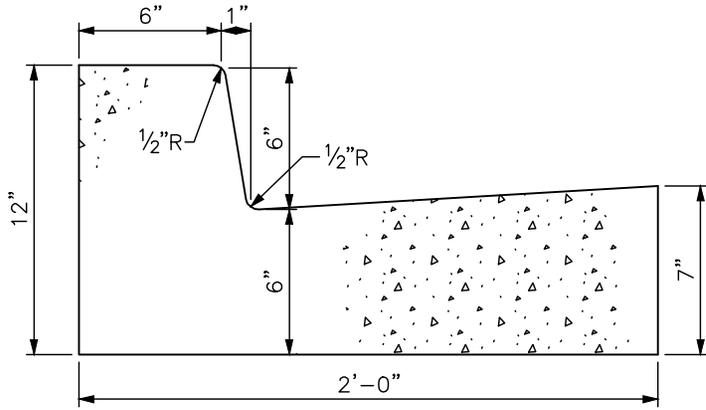
**LEXINGTON**

DIVISION OF ENGINEERING

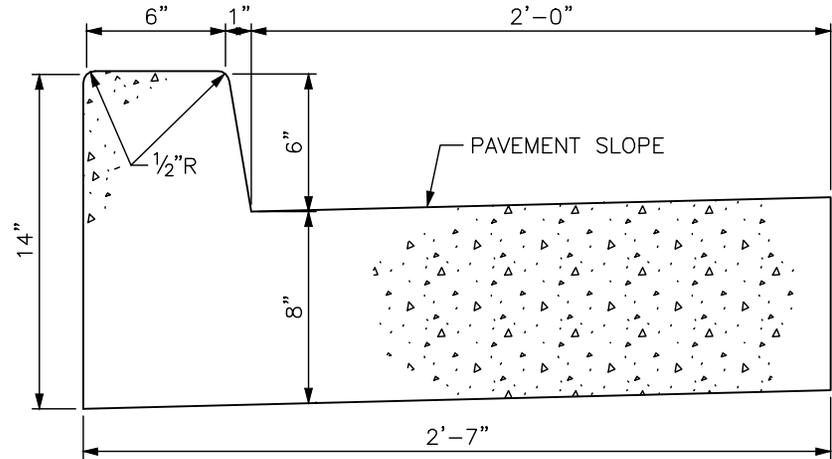
TRENCHING, LAYING, BACKFILLING, AND BEDDING UNDER STREET PAVEMENT USING FLOWABLE FILL

STANDARD DRAWING NO.	201-2
APPROVAL:	
URBAN COUNTY ENGINEER	DATE 9/22/17
COMMISSIONER	DATE 9/22/17

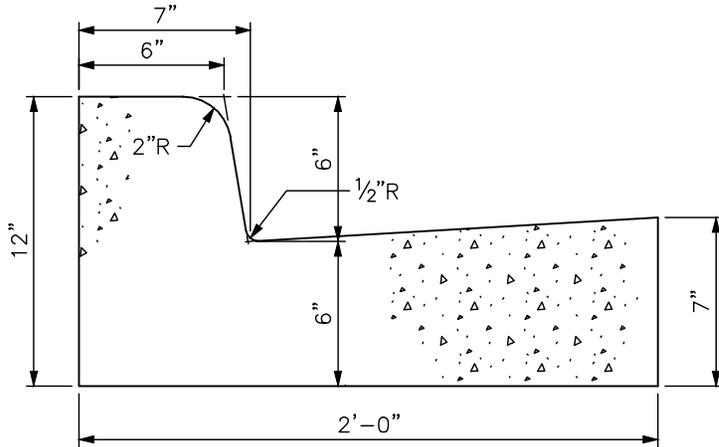
TO BE USED WITH STANDARD DRAWING 201-4



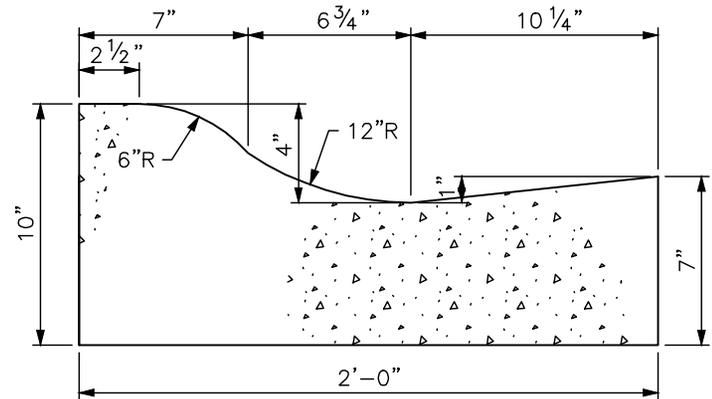
TYPE 1



TYPE 2



TYPE 3



TYPE 4

(RESIDENTIAL LOCAL STREETS ONLY)

NOTES:

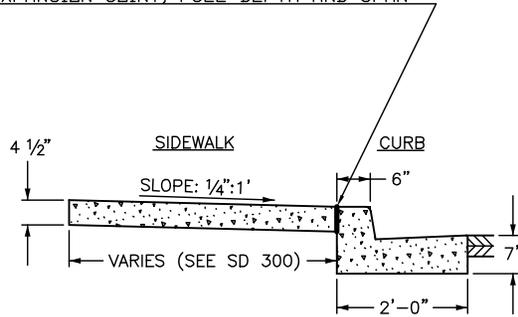
1. CONCRETE SHALL BE KDOT CLASS "A".
2. SAWED CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 20 FEET, WITH A MIN. DEPTH OF 3", IN ACCORDANCE WITH KDOT STANDARD SPECIFICATION.
3. ALL CURB & GUTTER SHOULD BE CONSTRUCTED ON COMPACTED SUBGRADE OR DGA.
4. FULL DEPTH EXPANSION JOINTS SHALL BE CONSTRUCTED AT ALL BREAKS IN ALIGNMENT, AT CONTACT WITH NEW OR EXISTING CONCRETE, AT ALL DRAINAGE INLETS, AT THE BEGINNING AND ENDING POINTS OF CURVES, AND NOT TO EXCEED 200' MAXIMUM SPACING FOR SLIP FORM APPLICATION AND 30' MAXIMUM SPACING FOR HAND PLACED.
5. ALL CONCRETE SHALL BE CURED WITH WHITE PIGMENTED MEMBRANE FORMING COMPOUND (AASHTO M 148, TYPE 2).

NO.	DATE	REVISION DESCRIPTION	BY
01	06/01/19	UPDATE NOTES	TAL

 <b>LEXINGTON</b>	
DIVISION OF ENGINEERING	
CURB & GUTTER	
STANDARD DRAWING NO.	<b>301</b>
APPROVAL:	9/22/17
URBAN COUNTY ENGINEER	DATE
COMMISSIONER	DATE

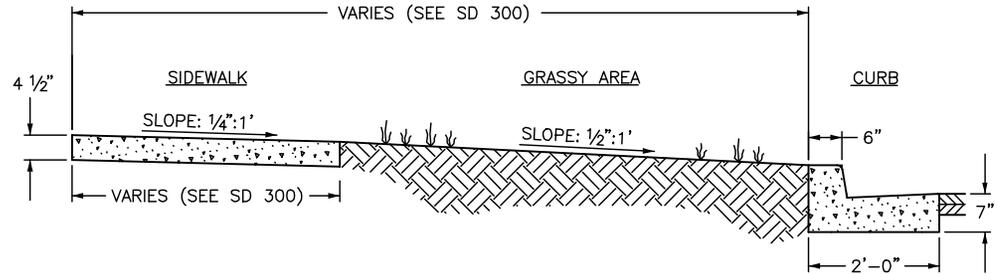
EXPANSION JOINT, FULL DEPTH AND SPAN



SIDEWALK/CURB AND GUTTER

NOTES:

1. CONCRETE SIDEWALKS AND WALKWAYS SHALL BE CONSTRUCTED ON A THOROUGHLY COMPACTED SUB-GRADE AND SHALL BE FOUR AND ONE HALF (4 1/2) INCHES IN THICKNESS AND A MINIMUM WIDTH OF FIVE (5) FEET. CONCRETE SHALL MEET THE REQUIREMENTS FOR CLASS "A" AND SHALL BE COATED WITH WHITE PIGMENTED CURING COMPOUND TYPE 2, ALL AS SPECIFIED IN KYTC SPECIFICATION, SECTION 823.02.
2. FULL DEPTH EXPANSION JOINTS SHALL BE PLACED AT CONTACT WITH NEW OR EXISTING CONCRETE, EXISTING CONCRETE, AT ABUTTING RIGID STRUCTURES OR FEATURES SUCH AS BUILDINGS, DRIVEWAYS, UTILITY POLES FIRE HYDRANTS, ECT. AND NOT TO EXCEED 200' MAXIMUM SPACING FOR SLIP FORM APPLICATION AND 32' FOR HAND PLACED. EXPANSION MATERIAL SHALL BE 1/2" ASPHALTIC MATERIAL OR APPROVED EQUAL MEETING KYTC 807.04.03.
3. CONTROL JOINTS SHALL BE PLACED AT INTERVALS EQUIVALENT TO THE SIDEWALK WIDTH, WITH A DEPTH OF 1/4 THE SIDEWALK THICKNESS.
4. THE SIDEWALKS SHALL BE PLACED ADJACENT TO THE STREET RIGHT-OF-WAY LINE. SLOPE TOWARD CURB SHALL BE ONE QUARTER (1/4) OF AN INCH TO THE FOOT. CONSTRUCTION IN EXISTING NEIGHBORHOODS SHALL REQUIRE THE CONTRACTOR TO MATCH EXISTING GRADE AND SIDEWALK WIDTH UNLESS SPECIFIED OTHERWISE BY THE DIVISION OF ENGINEERING.
5. SIDEWALK REPAIR FOR ANY CUTS MADE FOR UTILITY WORK REPLACEMENT SHALL BE FULL PANEL MATCHING THE ORIGINAL DIMENSIONS.



SIDEWALK/CURB AND GUTTER WITH GRASS UTILITY STRIP

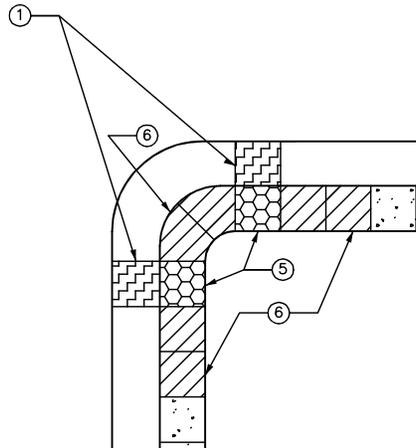
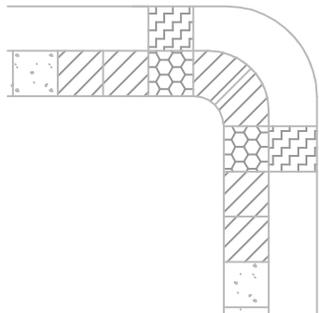
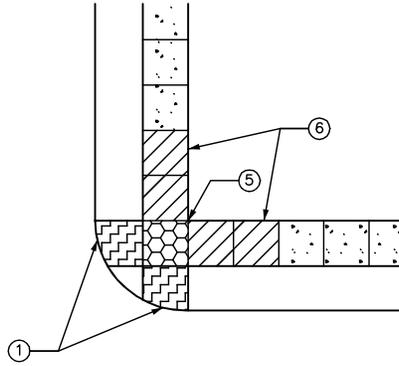
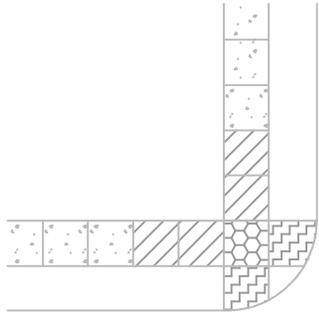
NO.	DATE	REVISION DESCRIPTION	BY
01	10/28/19	UPDATE SIDEWALK WIDTHS	TAL



DIVISION OF ENGINEERING

SIDEWALK CONSTRUCTION SPECIFICATIONS

STANDARD DRAWING NO.	303
APPROVAL:	
URBAN COUNTY ENGINEER	9/22/17
COMMISSIONER	DATE



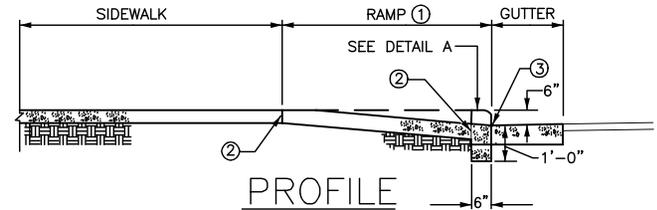
PLAN VIEW

NOTES:

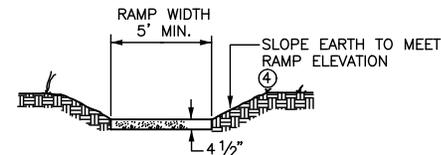
1. INLET LOCATIONS WILL VARY, DEPENDENT ON CROSSWALK AND RAMP LOCATION.
2. THE RAMP SHALL BE CONSTRUCTED OF CLASS "A" CONCRETE, AND SHALL UTILIZE CAST IN PLACE REPLACEABLE TACTILE WARNING TILE, SUCH AS ADA SOLUTIONS, INC., ACCESS TILE TACTILE SYSTEMS, ARMOR-TILE HERCULITE OR APPROVED EQUAL. TILE COLOR SHALL BE FEDERAL YELLOW.
3. THE NORMAL GUTTER LINE SHOULD BE MAINTAINED THROUGH THE RAMP.
4. RAMPS SHOULD BE LOCATED WITHIN MARKED LIMITS OF CROSSWALKS.
5. WHERE NO CURB EXISTS, STREET EDGE SHALL BE SAW CUT, OR AS DIRECTED BY L.F.U.C.G. ENGINEER.
6. MAXIMUM CROSS SLOPE OF SIDEWALK 1/4": 1'.
7. SIDEWALK REPAIR FOR ANY CUTS MADE FOR UTILITY WORK REPLACEMENT SHALL BE FULL PANEL MATCHING THE ORIGINAL DIMENSIONS.

SHEET NOTES: ○

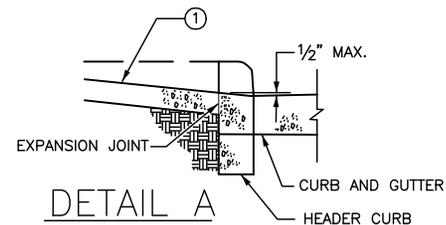
- ① MAXIMUM RAMP SLOPE 1":1'.
- ② 1/2" EXPANSION JOINT AT BACK OF CURBLINE AND SIDEWALK LINE, FULL DEPTH.
- ③ NO BUMP PERMITTED.
- ④ SLOPE VARIES UNIFORMLY TO A MAXIMUM OF 1":1' AT GUTTER LINE.
- ⑤ MAXIMUM CROSS SLOPE OF LANDING 1/4": 1' IN ALL DIRECTIONS.
- ⑥ MAXIMUM LONGITUDINAL SLOPE 1/2": 1', OR ALONG THE CENTERLINE GRADE OF THE ADJACENT ROADWAY.



PROFILE



CROSS SECTION



DETAIL A

NO.	DATE	REVISION DESCRIPTION	BY
01	06/05/18	UPDATE PLAN VIEW NOTE	TAL
02	10/28/19	UPDATE SIDEWALK WIDTHS	TAL



**LEXINGTON**

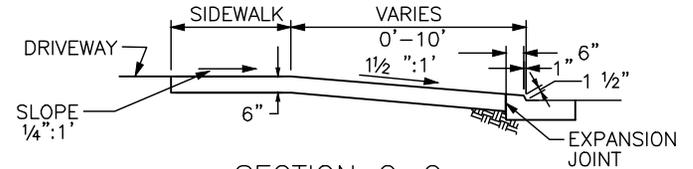
DIVISION OF ENGINEERING

SIDEWALK  
RAMP

STANDARD DRAWING NO.	<b>304</b>
APPROVAL:	
URBAN COUNTY ENGINEER	<i>[Signature]</i> 9/22/17
COMMISSIONER	<i>[Signature]</i> 9/22/17
	DATE
	DATE

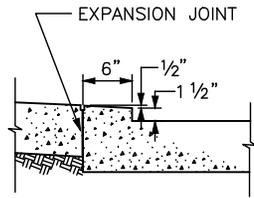
### MAXIMUM ALLOWABLE APRON AND DRIVEWAY WIDTHS

CLASSIFICATION	DRIVEWAY	STANDARD APRON	ALTERNATE APRON
NON-RESIDENTIAL	30'	5' STRAIGHT FLARE=40' CURB CUT	10' RADIAL FLARE=50' CURB CUT
COMMERCIAL LOADING	30'	15' STRAIGHT FLARE=60' CURB CUT	20' RADIAL FLARE=70' CURB CUT
INDUSTRIAL	40'	20' STRAIGHT FLARE=80' CURB CUT	25' RADIAL FLARE=90' CURB CUT

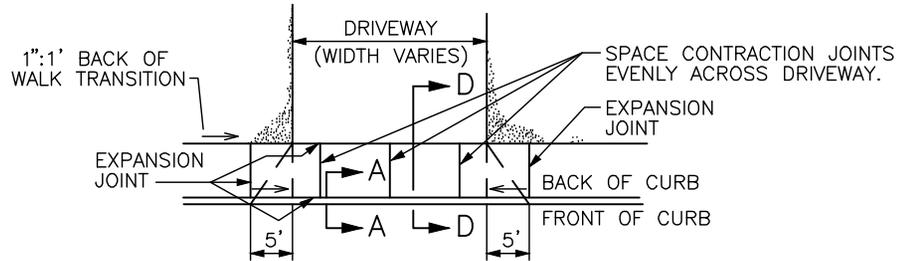


SECTION C-C

FRONT OF SIDEWALK ELEVATION DETERMINED BY ADDING 1/2" : 1' ACROSS UTILITY STRIP FROM TOP OF CURB. IF COMING OFF 1 1/2" LIP ADD ANOTHER 4/2" TO DETERMINE ELEVATION AT FRONT OF SIDEWALK.



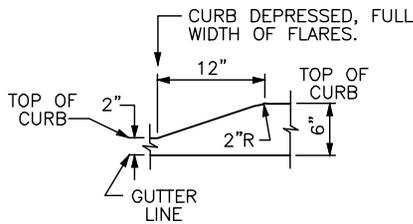
SECTION A-A



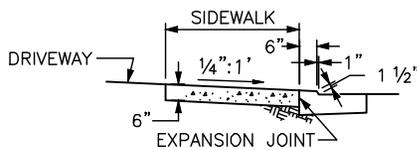
ENTRANCE WITHOUT UTILITY STRIP

**NOTES:**

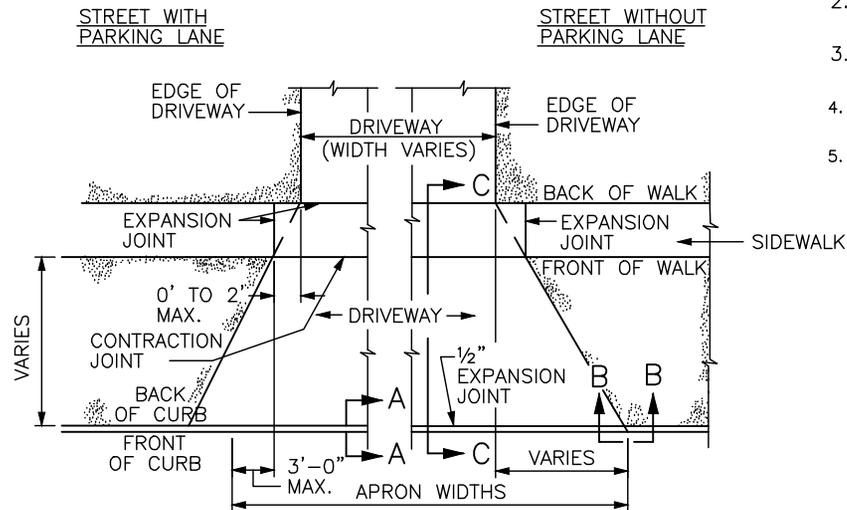
1. PROVIDE A SAWED JOINT ALONG CENTER LINE OF APRON.
2. MAXIMUM CROSS SLOPE ON SIDEWALK SHALL NOT EXCEED 1/4" : 1'
3. MAXIMUM SLOPE ON APRON SHALL NOT EXCEED 1 1/2" : 1'.
4. NO CATCH BASINS WILL BE PUT IN APRONS.
5. ALL EXPANSION JOINTS SHALL BE FULL DEPTH.



SECTION B-B



SECTION D-D



ENTRANCE WITH UTILITY STRIP

**LEXINGTON**

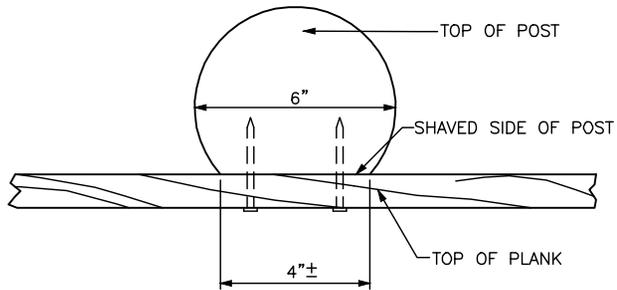
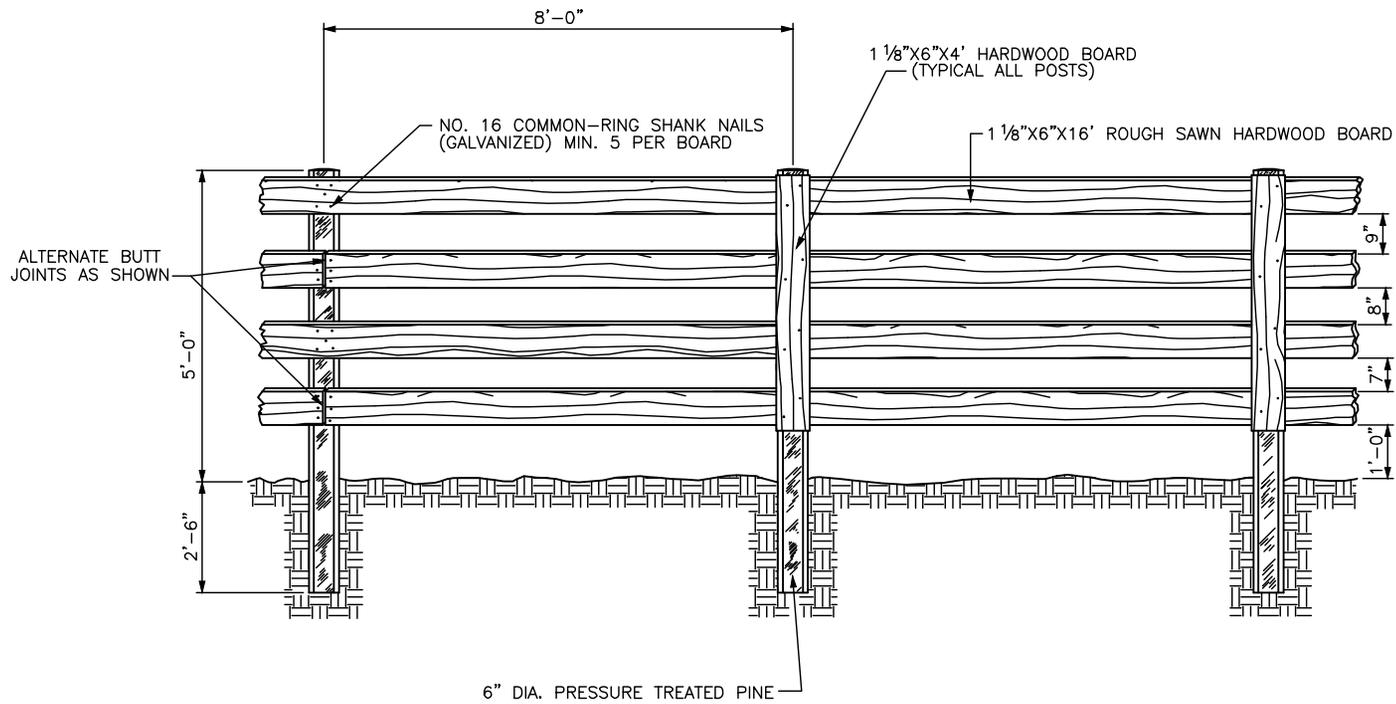
DIVISION OF ENGINEERING

COMMERCIAL ENTRANCE DETAILS

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STANDARD DRAWING NO. **307-2**

APPROVAL: *[Signature]* 9/22/17  
 URBAN COUNTY ENGINEER DATE  
*[Signature]* 9/22/17  
 COMMISSIONER DATE



**NOTES:**

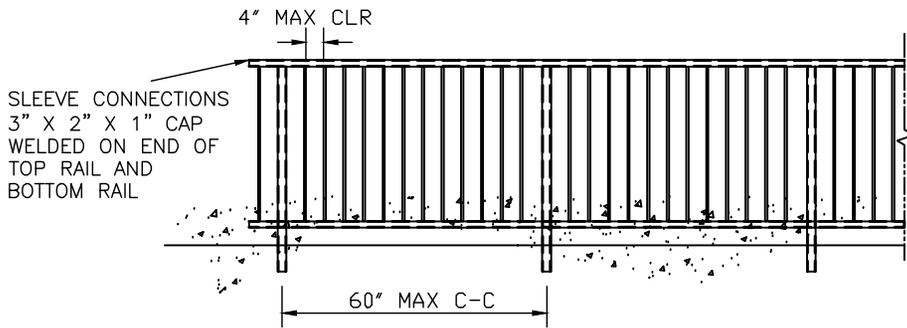
1. POSTS ARE TO BE DRIVEN 2'-6" INTO GROUND AND TOPS CUT AT AN ANGLE TO DRAIN WATER.
2. FENCE SHALL BE PAINTED BLACK OR WHITE WITH PAINT AND APPLICATION RATE AS APPROVED BY THE ENGINEER.
3. HARDWOODS APPROVED ARE RED OAK, WHITE OAK, AND POPLAR.



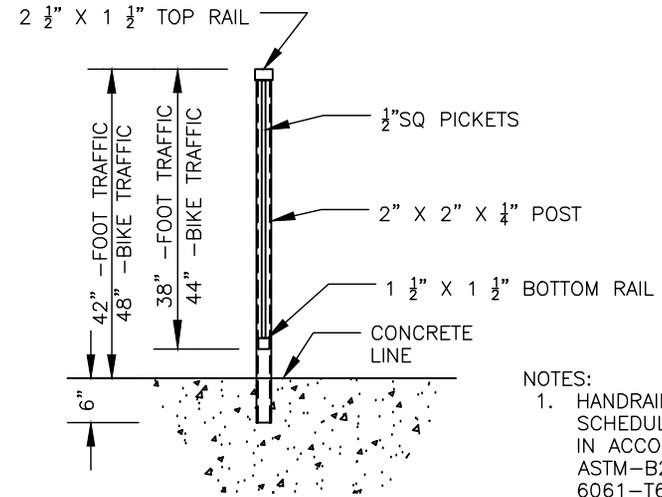
DIVISION OF ENGINEERING

PLANK FENCE

STANDARD DRAWING NO.	311
APPROVAL:	
URBAN COUNTY ENGINEER	<i>[Signature]</i> 9/22/17
COMMISSIONER	<i>[Signature]</i> 9/22/17
	DATE



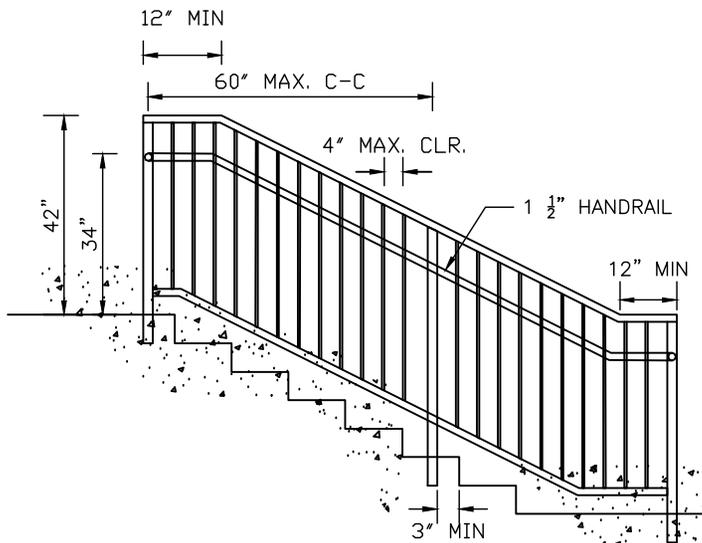
TOP RAIL FOR RETAINING WALLS



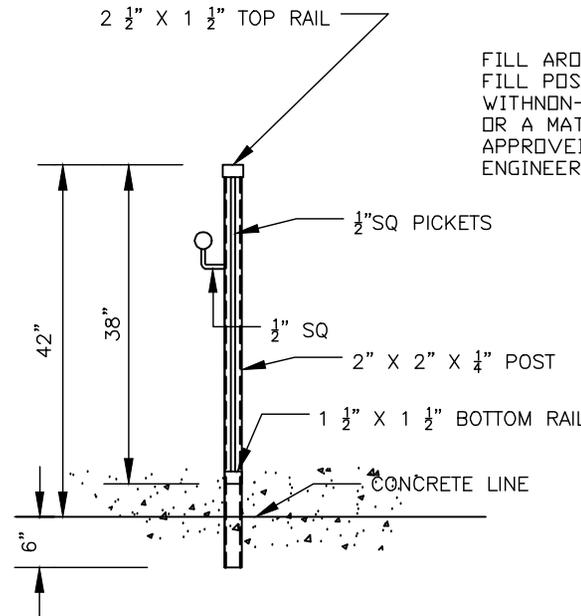
SECTION

NOTES:

1. HANDRAILS SHALL BE DN 40 SCHEDULE 40 ALUMINUM PIPE IN ACCORDANCE WITH ASTM-B221 OR B210 ALLOY 6061-T6.
2. SQUARE BARS SHALL BE DN 40 SCHEDULE ALUMINUM IN ACCORDANCE WITH ASTM -B221 OR B210 ALLOY 6061-T6.
3. ALL METAL TO BE POWDER COATED BLACK IN ACCORDANCE WITH AAMA 2605.
4. GROUT POSTS TO CONCRETE - SEE POST SETTINGS DETAIL THIS SHEET.
5. ANCHOR POSTS IN CORED OR FORMED HOLES.
6. ALUMINUM SURFACES, SUCH AS EXPOSED ENDS, IN CONTACT WITH CONCRETE, GROUT, OR DISSIMILAR METALS SHALL BE PROTECTED WITH A COAT OF BITUMINOUS PAINT.

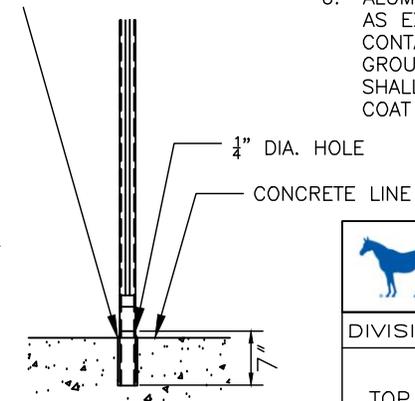


HANDRAIL FOR STEPS



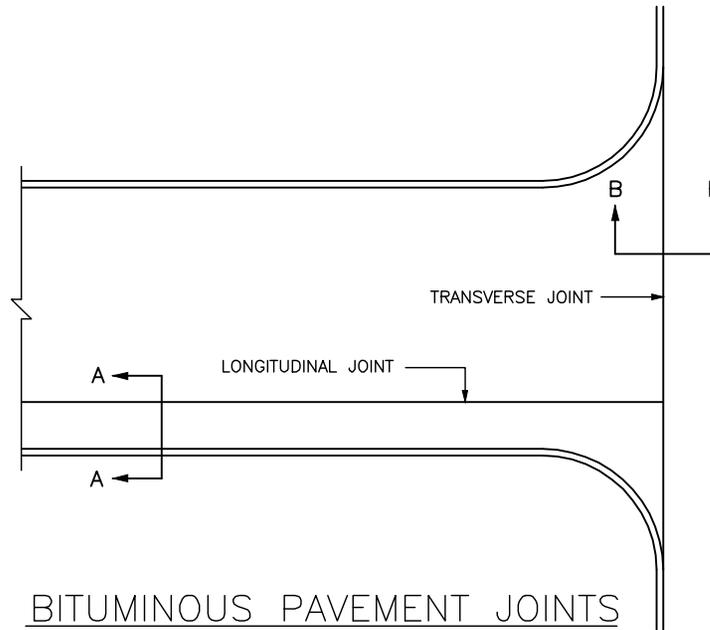
SECTION

FILL AROUND POST AND FILL POST TO HOLE WITH NON-SHRINK GROUT OR A MATERIAL APPROVED BY THE ENGINEER



POST SETTING DETAIL

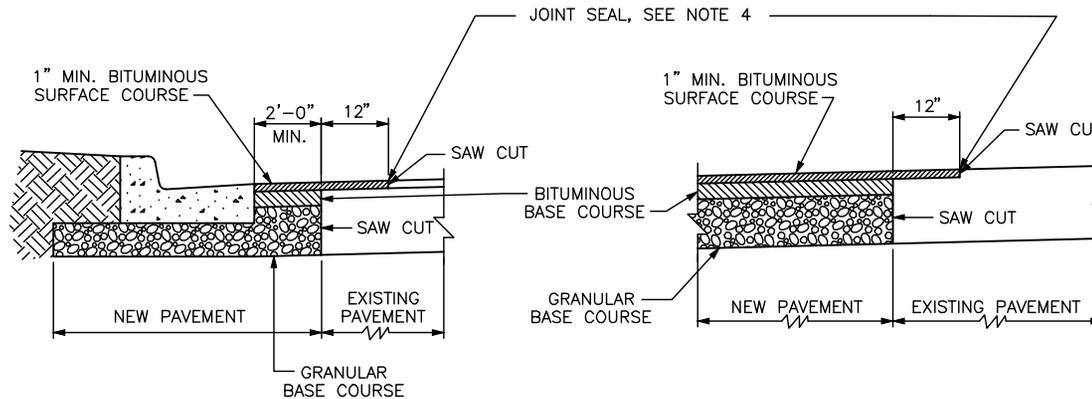
 <b>LEXINGTON</b>	
DIVISION OF ENGINEERING	
TOP RAIL FOR RETAINING WALLS HANDRAIL FOR STEPS	
STANDARD DRAWING NO.	316
APPROVAL:	9/22/17
URBAN COUNTY ENGINEER	DATE
COMMISSIONER	9/22/17 DATE



**BITUMINOUS PAVEMENT JOINTS**

**NOTES:**

1. ALL SAW-CUTS SHALL BE NEAT AND STRAIGHT.
2. IMMEDIATELY BEFORE LAYING NEW BITUMINOUS COURSES, ALL SAW CUT EDGES SHALL BE CLEANED OF DUST AND DEBRIS AND SPRAYED WITH A BITUMINOUS TACK COAT.
3. EDGE KEY SHALL NOT BE REQUIRED IF BOTH EXISTING AND NEW PAVEMENT ARE TO RECEIVE AN OVERLAY AS PART OF THIS CONTRACT.
4. SEAL PERIMETER OF CUT PAVEMENT WITH CRACK SEALANT THAT MEETS ASTM D6690, TYPE 2.

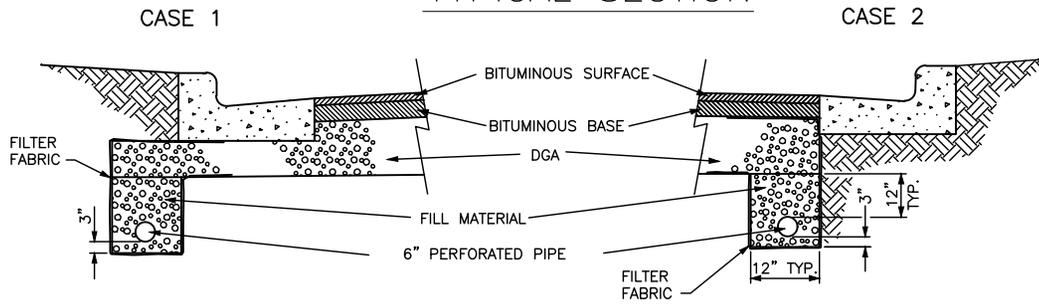


**SECTION A-A  
LONGITUDINAL EDGE KEY**

**SECTION B-B  
TRANSVERSE EDGE KEY**

<b>LEXINGTON</b>	
DIVISION OF ENGINEERING	
EDGE KEY	
STANDARD DRAWING NO.	<b>318</b>
APPROVAL:	<span style="float: right;">9/22/17</span> URBAN COUNTY ENGINEER <span style="float: right;">DATE</span> <span style="float: right;">9/22/17</span> COMMISSIONER <span style="float: right;">DATE</span>

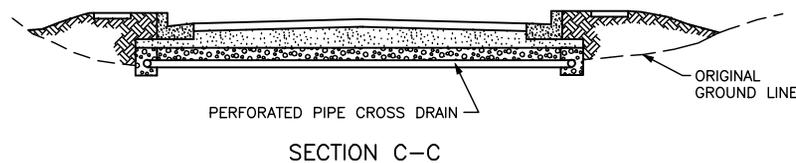
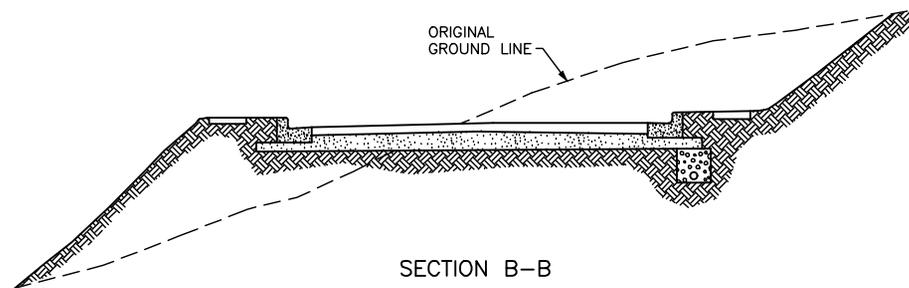
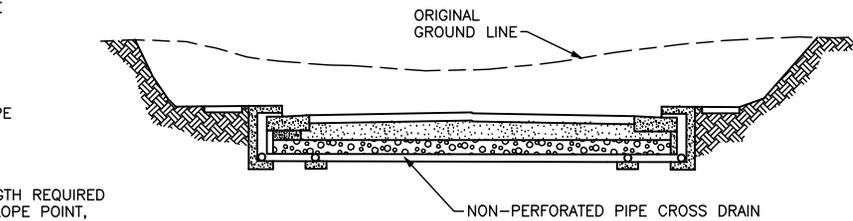
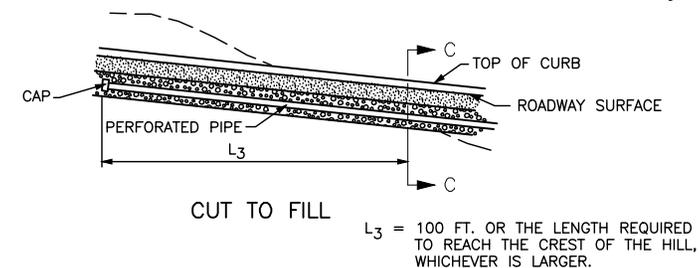
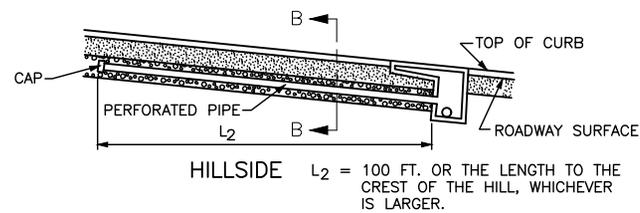
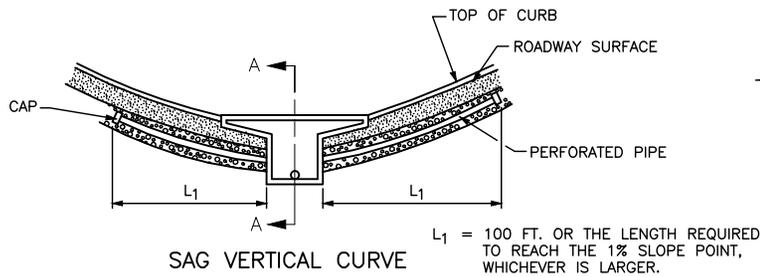
## TYPICAL SECTION



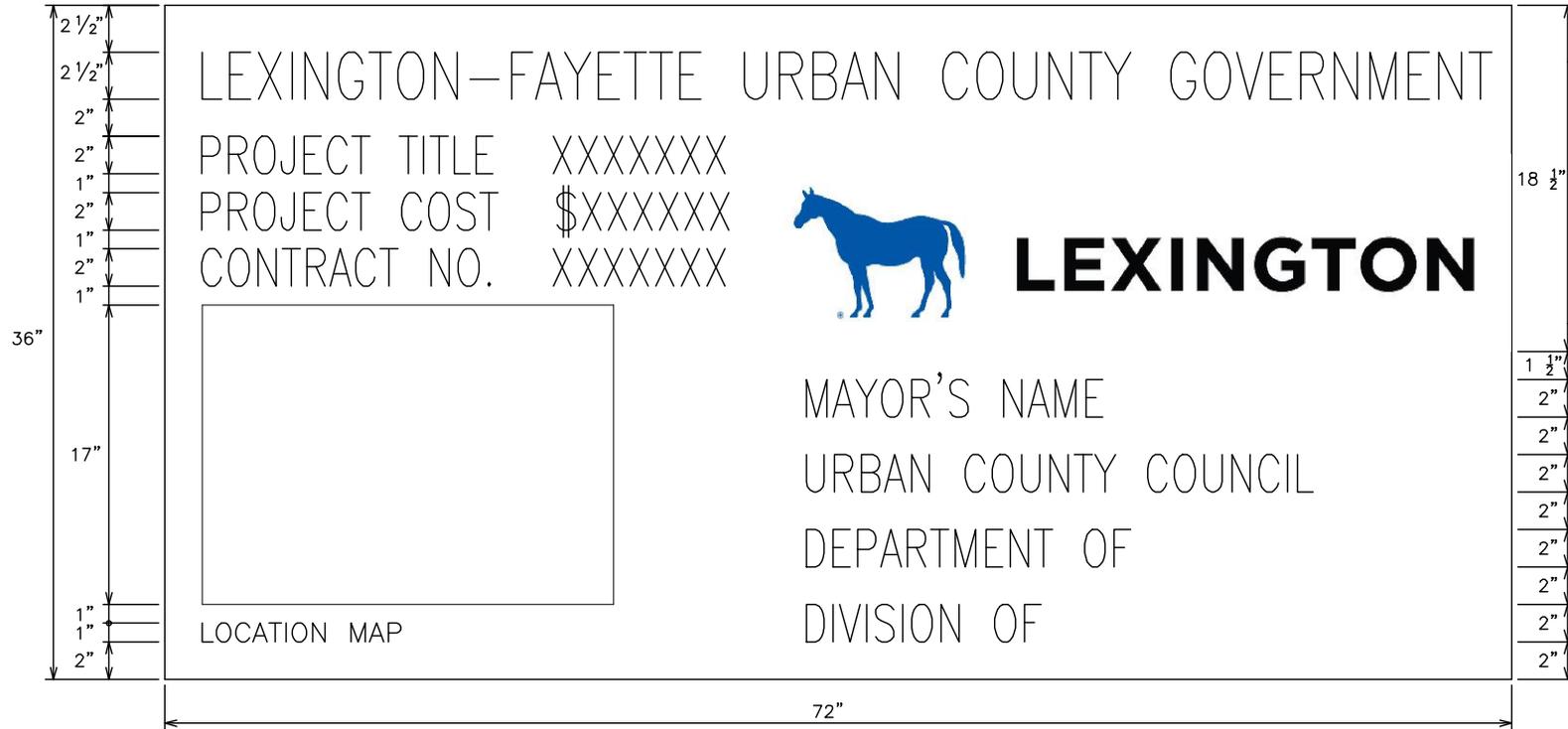
### NOTES:

1. SUBGRADE DRAINAGE, AS DEPICTED, IS INTENDED FOR USE WITH THE SURFACING PHASE OF CONSTRUCTION, AND SHALL BE INSTALLED ONLY AFTER THE SUBGRADE HAS BEEN COMPLETED, AND PRIOR TO CONSTRUCTING PAVING MATERIALS.
2. THE CAP SHALL BE A STANDARD MANUFACTURED ITEM FURNISHED BY THE PIPE SUPPLIER.
3. TERMINATE PERFORATED PIPE IN CATCH BASIN AT AN ELEVATION WHICH PROVIDES POSITIVE DRAINAGE (MAY REQUIRE ADDITIONAL OPENING IN CATCH BASIN WALL).
4. BACKFILL TO CONSIST OF NO. 78, 8, 9M COARSE AGGREGATE OR NATURAL SAND. THE FILL MATERIAL SHALL BE THOROUGHLY COMPACTED IN LAYERS NOT EXCEEDING 6 INCHES LOOSE MEASUREMENT.
5. CONNECTIONS TO DRAINAGE STRUCTURES AND PIPE TERMINI SHALL BE NON-PERFORATED PIPE MEETING THE REQUIREMENTS OF THE PERFORATED PIPE EXCEPT FOR PERFORATIONS.
6. ALL RAISED NON-PAVED MEDIANS SHALL HAVE SUBGRADE DRAINAGE ASSOCIATED WITH CURB AND GUTTER.

## TYPICAL SUBGRADE DRAINAGE LOCATIONS



 <b>LEXINGTON</b>	
DIVISION OF ENGINEERING	
PERFORATED PIPE SUBGRADE DRAINAGE ALONG ROADWAY	
STANDARD DRAWING NO.	<b>320-1</b>
APPROVAL:	9/22/17
URBAN COUNTY ENGINEER	/ DATE
COMMISSIONER	9/22/17 DATE



**NOTES:**

THIS SIGN SHALL BE:

1. FURNISHED AND ERECTED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE, IN ADDITION TO THE NORMAL WARNING AND REGULATORY SIGNS.
2. OF GOOD QUALITY EXTERIOR PLYWOOD OR OTHER APPROVED MATERIAL.
3. PAINTED WITH SOLID BLUE LETTERS ON A WHITE BACKGROUND.
4. UPDATED AS NEEDED TO INDICATE THE APPROPRIATE MAYOR'S NAME.
5. FRAMED AND BRACED SO AS TO REMAIN VERTICAL AND PLAINLY VISIBLE TO THE TRAVELING PUBLIC.
6. ERECTED PRIOR TO STARTING CONSTRUCTION WORK.
7. ERECTED AT EACH END OF THE PROJECT AT LOCATIONS DIRECTED BY THE ENGINEER AND AT OTHER LOCATIONS SPECIFIED ON THE PLANS OR IN THE PROPOSAL.
8. KEPT CLEAN AND IN GOOD CONDITION FOR THE DURATION OF THE CONSTRUCTION AS DIRECTED BY THE ENGINEER.
9. THE COST SHOWN APPLIES ONLY TO THE PORTION OF PROJECT UNDER CONSTRUCTION IN A CONTINUOUS SECTION. IN THE EVENT THE PROJECT CONSISTS OF MORE THAN ONE CONTINUOUS SECTION THE COST SHOWN SHALL BE FOR THE PARTICULAR SECTION WHERE WORK IS IN PROGRESS.
10. NOT TO BE USED ON FEDERAL AID TRANSPORTATION PROJECTS

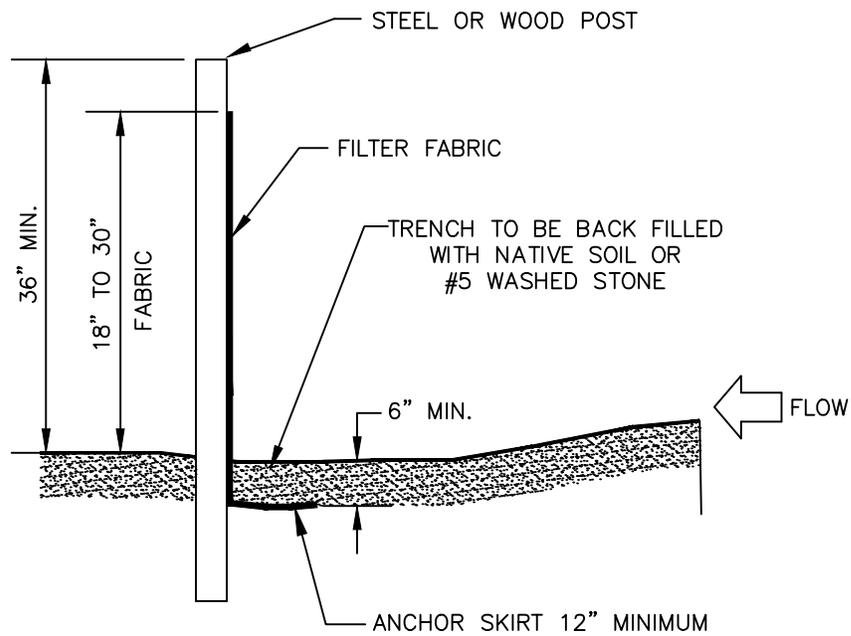
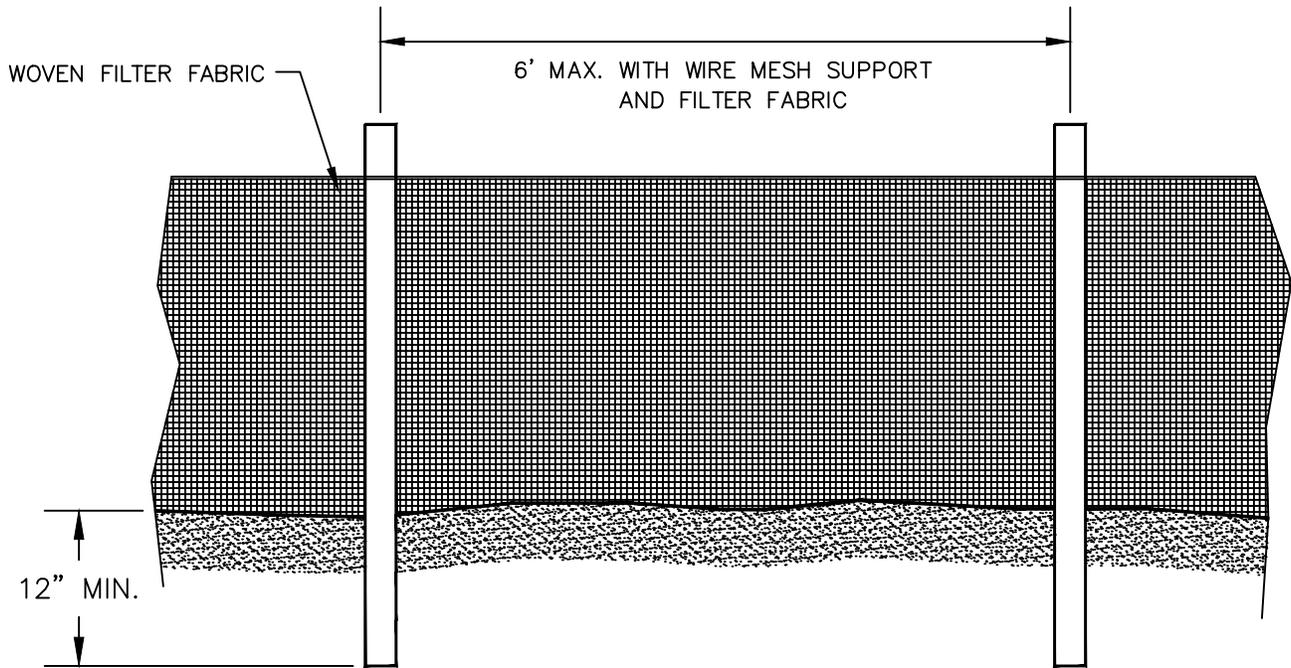
<b>LEXINGTON</b>	
DIVISION OF ENGINEERING	
PUBLIC IMPROVEMENT SIGN	
STANDARD DRAWING NO.	<b>323</b>
APPROVAL:	<span style="float: right;">9/22/17</span>
URBAN COUNTY ENGINEER	<span style="float: right;">DATE</span> <span style="float: right;">9/22/17</span>
COMMISSIONER	<span style="float: right;">DATE</span> <span style="float: right;">DATE</span>



# STORMWATER MANUAL

FIGURE 11-21  
TEMPORARY SILT FENCE

(OCTOBER 1, 2020)





## STORMWATER MANUAL

FIGURE 11-22  
TEMPORARY SILT FENCE  
GENERAL NOTES  
(OCTOBER 1, 2020)

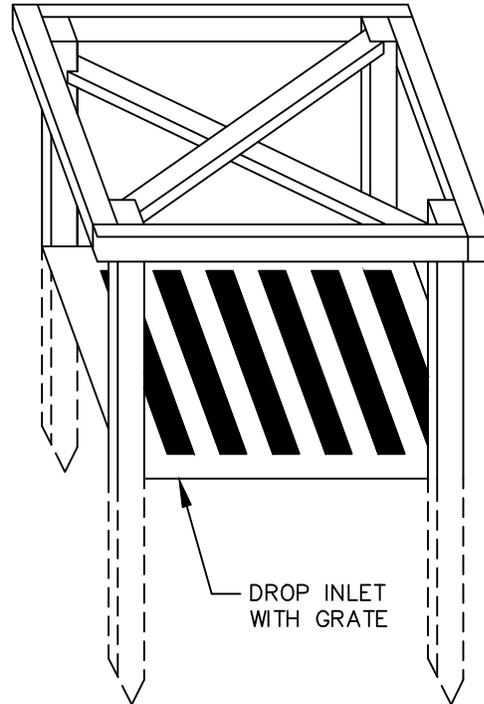
### GENERAL NOTES

1. FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL AND CUT TO THE LENGTH OF THE BARRIER. WHEN JOINTS CANNOT BE AVOIDED, FILTER FABRIC SHALL BE SPLICED TOGETHER ONLY AT A POST WITH 3 FOOT MIN. OVERLAP, AND SECURELY SEALED.
2. POSTS SHALL BE SPACED AT 6 FOOT INTERVALS IN AREAS OF RAPID RUNOFF.
3. POSTS SHALL BE AT LEAST 5 FEET IN LENGTH.
4. STEEL POSTS SHALL HAVE PROJECTIONS FOR FASTENING WIRE AND FABRIC.
5. WOOD POSTS SHALL BE 2 INCHES BY 2 INCHES OR EQUIVALENT. STEEL POSTS SHALL BE 1.33 LBS PER LINEAR FOOT.
6. A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH IN LENGTH, WIRE TIES OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES AND SHALL NOT EXTEND MORE THAN 36 INCHES ABOVE THE ORIGINAL GROUND SURFACE.
7. WASHED STONE SHALL BE USED TO BURY SKIRT WHEN SILT FENCE IS USED ADJACENT TO A CHANNEL, CREEK, OR POND.
8. TURN SILT FENCE UP SLOPE AT ENDS.

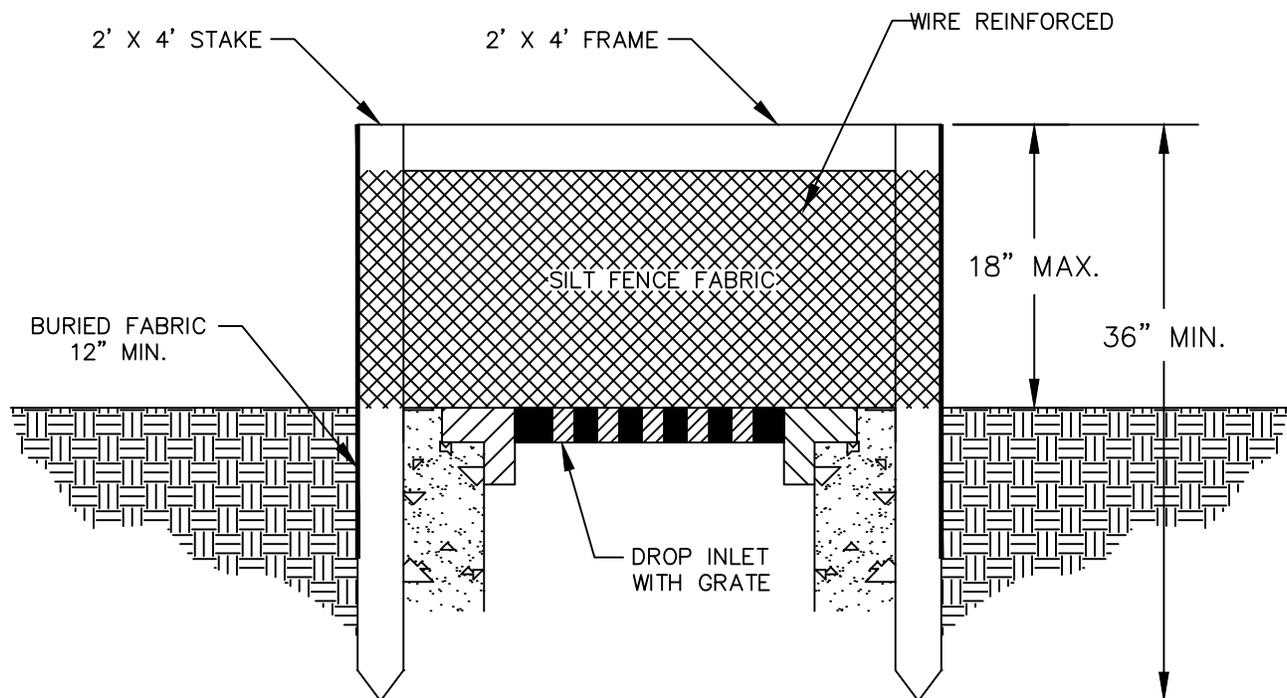


# STORMWATER MANUAL

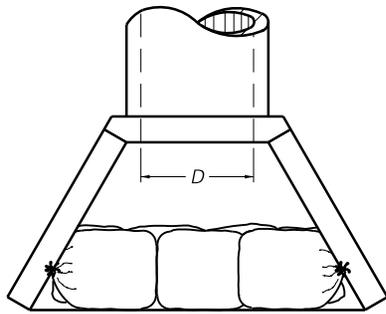
FIGURE 11-23  
DROP INLET PROTECTION  
USING SILT FENCE  
(OCTOBER 1, 2020)



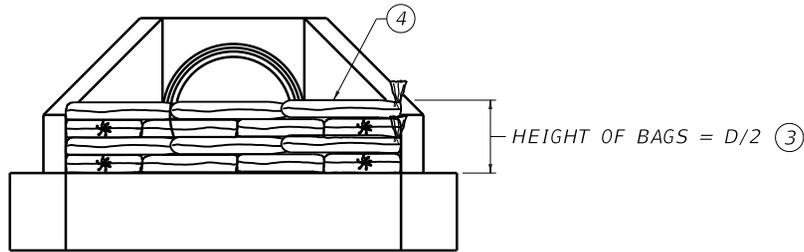
ISOMETRIC VIEW OF  
2 X 4 WOOD FRAME



CROSS SECTION VIEW



PLAN VIEW

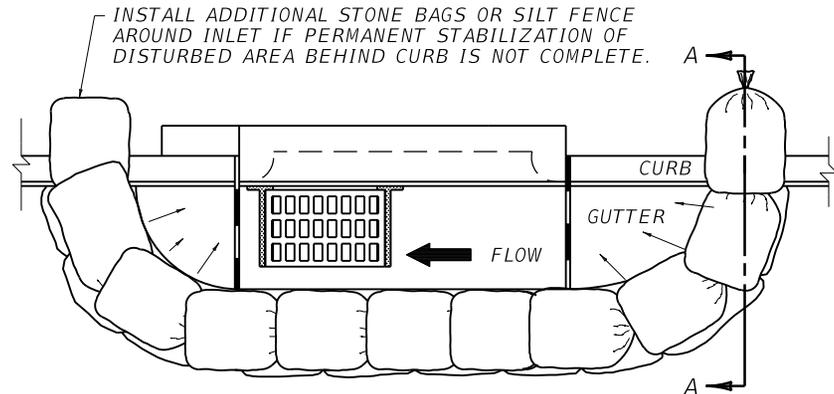


FRONT ELEVATION

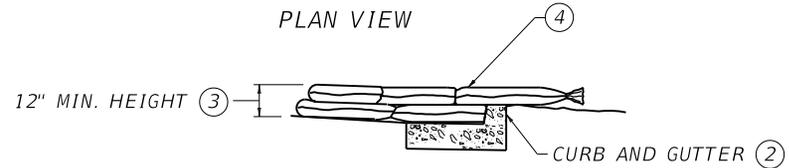
~ NOTES ~

BID ITEMS AND UNIT TO BID:  
 SILT TRAP TYPE C EACH  
 CLEAN SILT TRAP TYPE C EACH

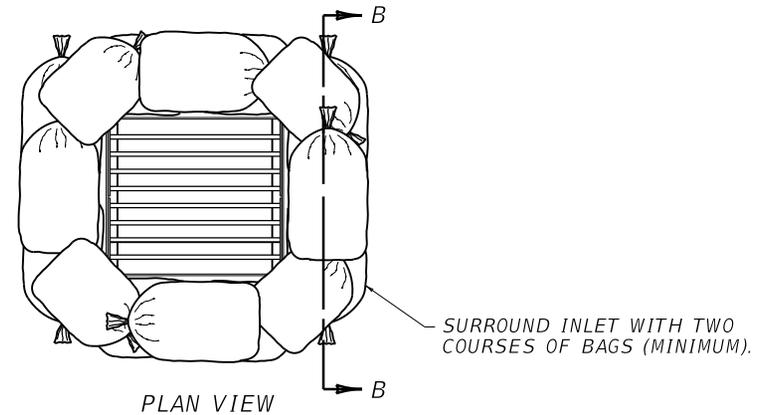
1. SILT TRAP TYPE C SHALL INCLUDE GEOTEXTILE FABRIC BAGS, NO. 57 STONE, LABOR AND ALL INCIDENTALS NECESSARY FOR ONE COMPLETE INSTALLATION.
- ② INLET PROTECTION IS SUITABLE FOR USE IN BOTH PAVED AND UNPAVED AREAS.
- ③ THE HEIGHT REQUIREMENT IS WAIVED IN CASES WHERE IT WILL CREATE AN UNACCEPTABLE PONDING SITUATION ON THE PAVEMENT OR ON AN ADJACENT PROPERTY.
- ④ INTERWEAVE BAG ENDS TO FILL GAPS BETWEEN BAGS.
5. CONSTRUCT 18" X 30" BAGS OF NON-WOVEN TYPE II GEOTEXTILE FABRIC CONFORMING TO SECTION 843 OF THE STANDARD SPECIFICATIONS. DOUBLE STITCH BAG SEAMS WITH 1 LB. POLYESTER THREAD. ATTACH ONE (1) TIE STRING TO EACH BAG. BAG OPENING SHALL BE ON 18" SIDE.
6. FILL BAGS WITH NO. 57 STONE BETWEEN 1/2 TO 2/3 FULL (50 LB TO 60 LB).
7. SILT TRAP TYPE C SHALL NOT BE USED IN BLUE LINE STREAMS.



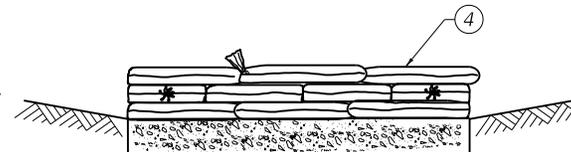
PLAN VIEW



SECTION A-A



PLAN VIEW



SECTION B-B

KENTUCKY  
 DEPARTMENT OF HIGHWAYS

SILT TRAP TYPE C

STANDARD DRAWING NO. RDX-230-01

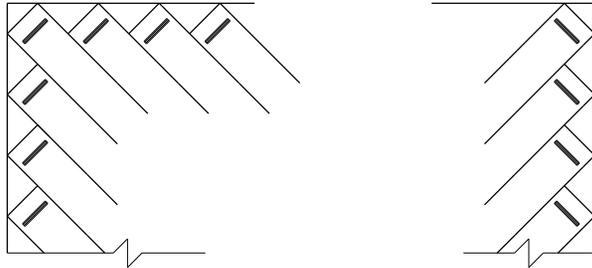
SUBMITTED	<i>[Signature]</i>	12-01-15
DIRECTOR, BUREAU OF DESIGN		DATE
APPROVED	<i>[Signature]</i>	12-01-15
STATE HIGHWAY ENGINEER		DATE

~ NOTES ~

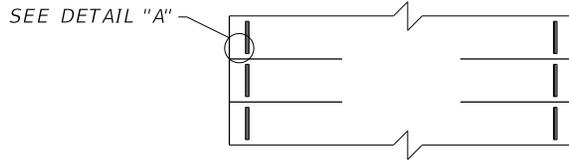
BID ITEM AND UNIT TO BID  
 PRECAST VEHICLE STOP

LF

1. THE UNIT PRICE BID PER LINEAR FOOT FOR "PRECAST VEHICLE STOP" SHALL INCLUDE ALL CLASS "A" CONCRETE, STEEL REINFORCEMENT, STEEL DOWELS, LABOR AND ALL INCIDENTALS NECESSARY FOR A COMPLETE INSTALLATION.
- ② THE PLANS SHALL SPECIFY THE LENGTHS OF THE INDEPENDENT UNITS. 2'-0", 4'-0", 6'-0" AND 8'-0" ARE STANDARD LENGTHS. 3'-0", 5'-0" AND 7'-0" LENGTHS MAY BE USED WHEN REQUIRED.
- ③ NO. 5 BARS - 1'-6" MIN. LENGTH. FILL VOID WITH BUTYL RUBBER CAULKING (COMMERCIAL GRADE) OR OTHER APPROVED MATERIAL.
- ④ NO. 3 DEFORMED BARS (OR LARGER) 3 REQUIRED.
5. THE MINIMUM REQUIREMENT FOR REINFORCING STEEL SHALL BE GRADE 40.
6. THE UNIT WEIGHS APPROXIMATELY 38 LBS./FT.
7. OTHER TYPES OF STOPS MAY BE PERMITTED IF APPROVED IN WRITING BY THE ENGINEER.

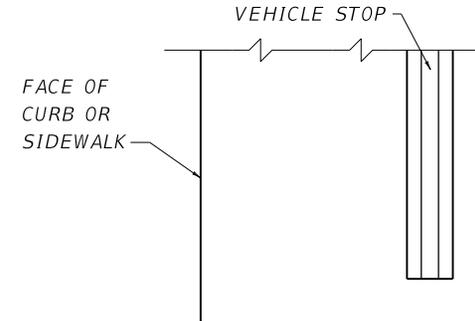


ANGLED PARKING



PERPENDICULAR PARKING

TYPICAL VEHICLE STOP  
 INSTALLATION

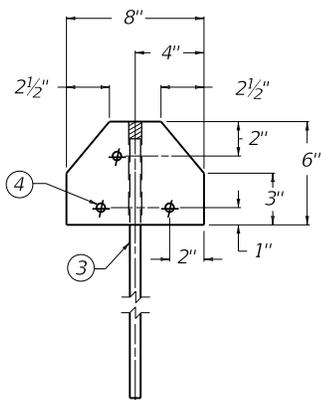


PLAN VIEW

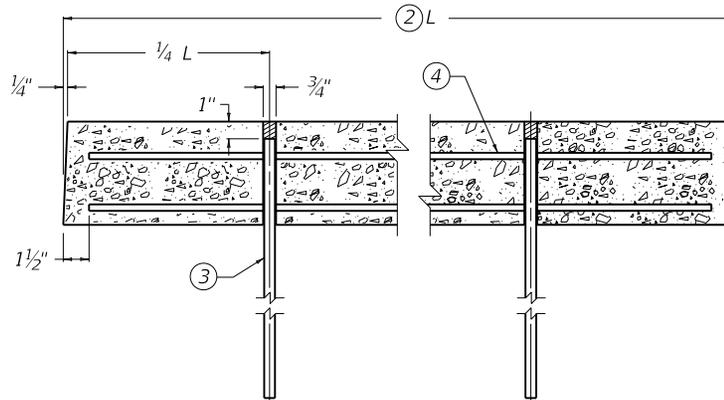


END ELEVATION

DETAIL "A"



END VIEW



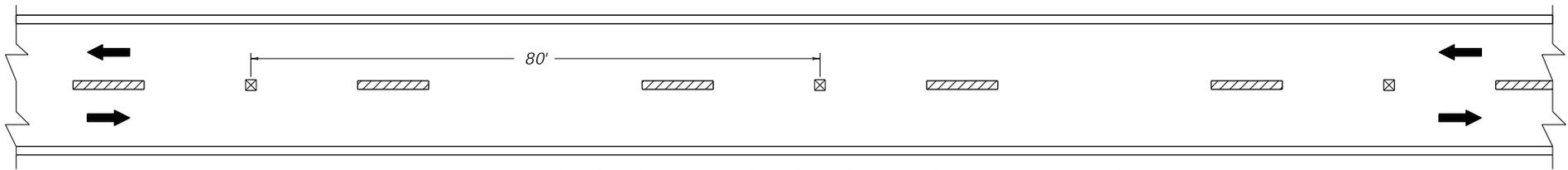
SECTIONAL ELEVATION VIEW

KENTUCKY  
 DEPARTMENT OF HIGHWAYS

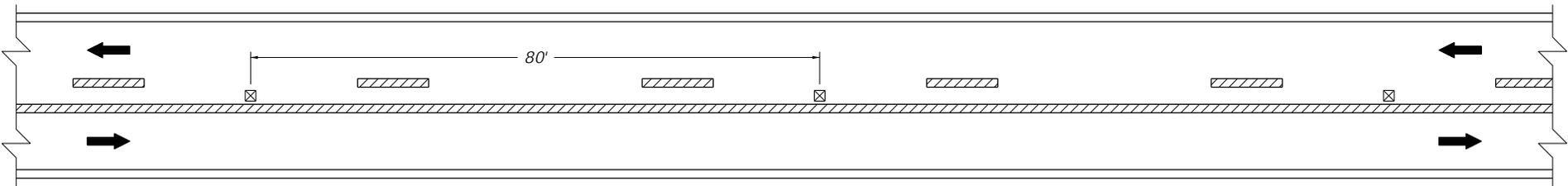
PRECAST  
 VEHICLE STOP

STANDARD DRAWING NO. RPM-130-04

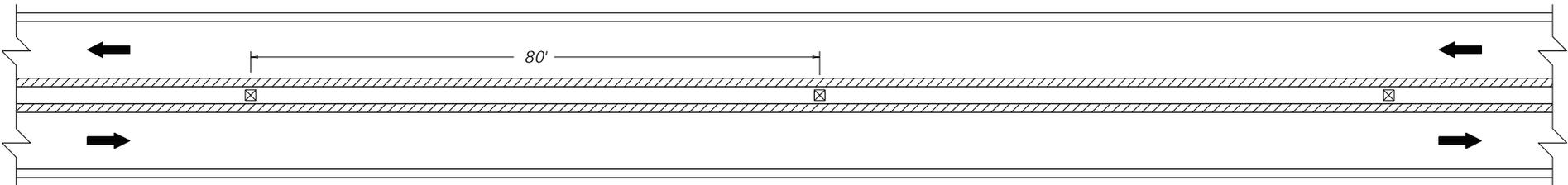
SUBMITTED	<i>[Signature]</i>	12-01-15
DESIGNED BY	DATE OF DESIGN	DATE
APPROVED	<i>[Signature]</i>	12-01-15
	STATE HIGHWAY ENGINEER	DATE



ARRANGEMENT "A" (PASSING PERMITTED FOR BOTH DIRECTIONS OF TRAVEL)



ARRANGEMENT "B" (PASSING PERMITTED FOR ONE DIRECTION OF TRAVEL)



ARRANGEMENT "C" (PASSING PROHIBITED FOR BOTH DIRECTIONS OF TRAVEL)

~ NOTES ~

1. MARKERS INSTALLED ALONG DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE DASHES.
2. MARKERS INSTALLED WITH DOUBLE YELLOW CENTERLINES SHALL BE PLACED BETWEEN THE TWO LINES.
3. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

BID ITEMS AND UNIT TO BID  
 PAVEMENT MARKER TYPE V (B-W/R, B-Y/R, BY, MW, MY)  
 INLAID PAVEMENT MARKER

EACH  
 EACH

LEGEND	
☒	BI-DIRECTIONAL (YELLOW)
▨	MARKINGS (YELLOW)
▭	MARKINGS (WHITE)

DRAWING NOT TO SCALE

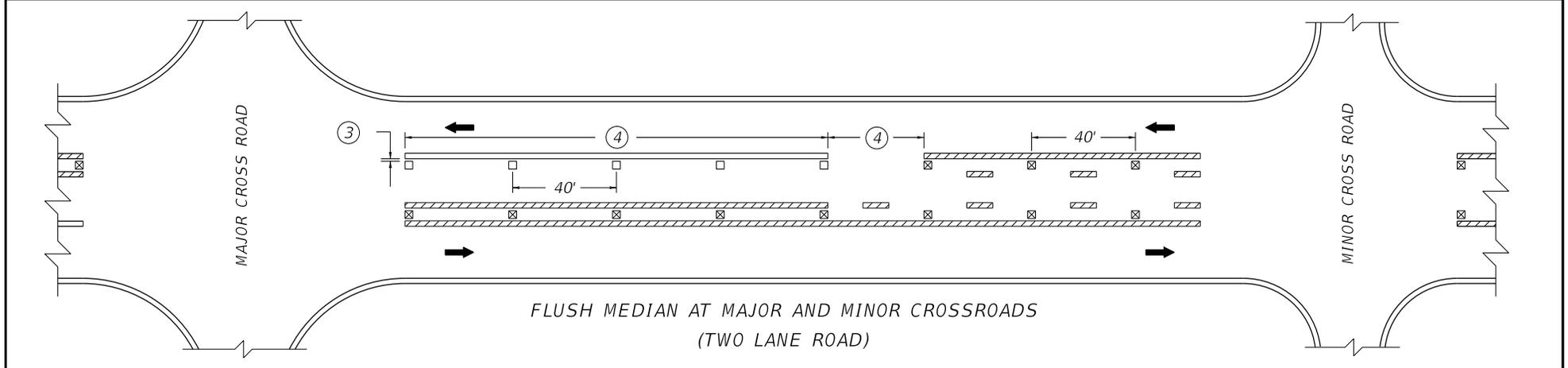
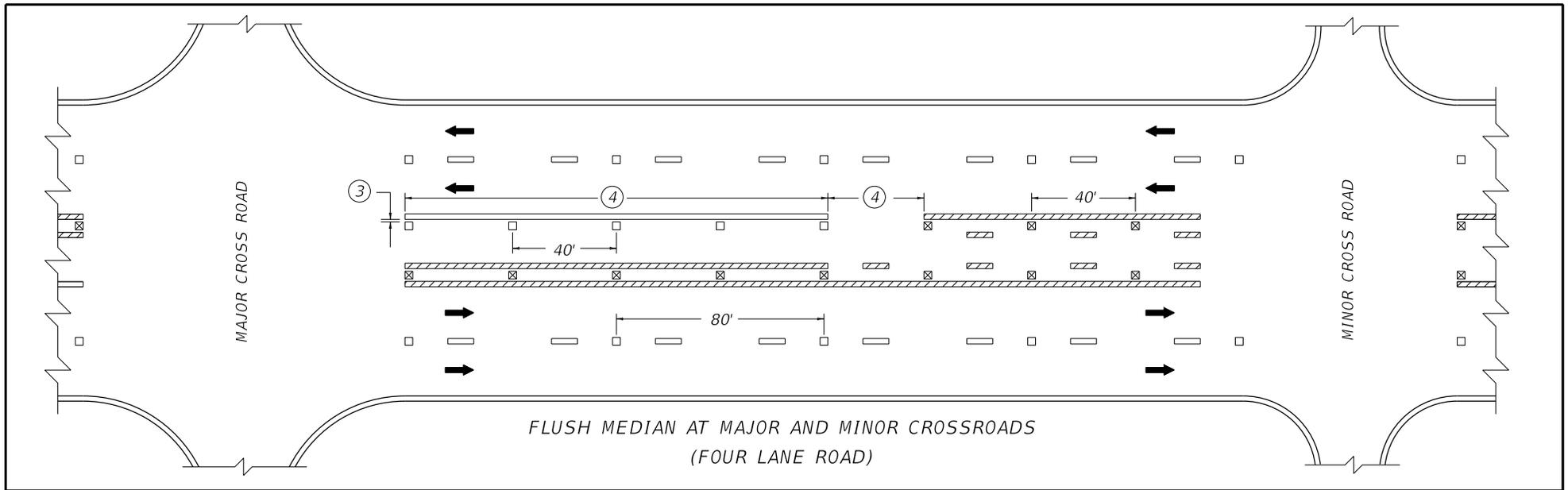
USE WITH CUR. STD. DWGS.  
 TPM-150 TPM-155 TPM-160

KENTUCKY  
 DEPARTMENT OF HIGHWAYS

PAVEMENT MARKER  
 ARRANGEMENTS  
 TWO-LANE, TWO-WAY  
 ROADWAYS

STANDARD DRAWING NO. TPM-115-03

SUBMITTED	<i>B. Allen Wolf</i>	12-01-15
DIRECTOR	OPERATIONS	DATE
APPROVED	<i>[Signature]</i>	12-01-15
STATE HIGHWAY ENGINEER	DATE	DATE



~ NOTES ~

1. MARKERS INSTALLED AT DOUBLE YELLOW CENTERLINES SHALL BE PLACED BETWEEN THE TWO LINES.
2. MARKERS INSTALLED ALONG LANE LINES OR DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
- ③ MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE CASTING/GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
- ④ LENGTH TO BE DETERMINED ON A PROJECT BY PROJECT BASIS.
5. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

BID ITEMS AND UNIT TO BID  
 PAVEMENT MARKER TYPE V (B-W/R, B-Y/R, BY, MW, MY)  
 INLAID PAVEMENT MARKER

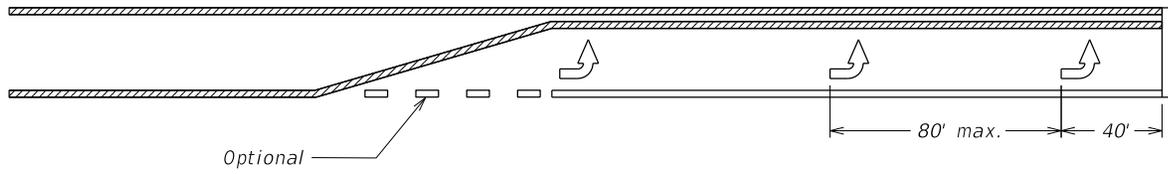
EACH  
 EACH

LEGEND	
☒	BI-DIRECTIONAL (YELLOW)
□	MONO-DIRECTIONAL (WHITE)
▨	MARKINGS (YELLOW)
▭	MARKINGS (WHITE)

DRAWING NOT TO SCALE

<b>KENTUCKY DEPARTMENT OF HIGHWAYS</b>	
<b>PAVEMENT MARKER ARRANGEMENTS TWO-WAY, LEFT TURN LANE</b>	
STANDARD DRAWING NO. <i>TPM-140-04</i>	
SUBMITTED	DATE
<i>R. Allen Wolf</i>	02-26-20
DIRECTOR OF PUBLIC SAFETY OPERATIONS	
APPROVED	DATE
<i>[Signature]</i>	02-26-20
STATE HIGHWAY ENGINEER	

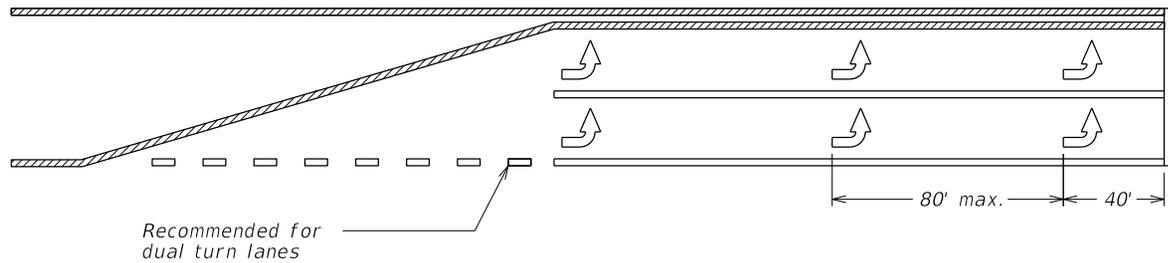
SINGLE TURN LANE



STRIPING NOTES:

- ARROWS SHALL BE USED IN ANY EXCLUSIVE TURN LANES.
- IN A SINGLE TURN LANE, DOTTED WHITE LANE LINE EXTENSIONS MAY BE USED THROUGH THE TAPER OF THE TURN LANE.
- IF USED, DOTTED WHITE LANE LINE EXTENSIONS SHALL BE NORMAL WIDTH, AND SHOULD BE 2' LONG, WITH A GAP OF 2-6' BETWEEN EACH LINE.
- IN DUAL TURN LANES, DOTTED WHITE LANE LINE EXTENSIONS SHOULD BE USED THROUGH THE TAPER OF THE TURN LANE. BOTH SOLID LINES FORMING THE TURN LANES SHALL BEGIN AT THE DOWNSTREAM END OF THE TAPER.

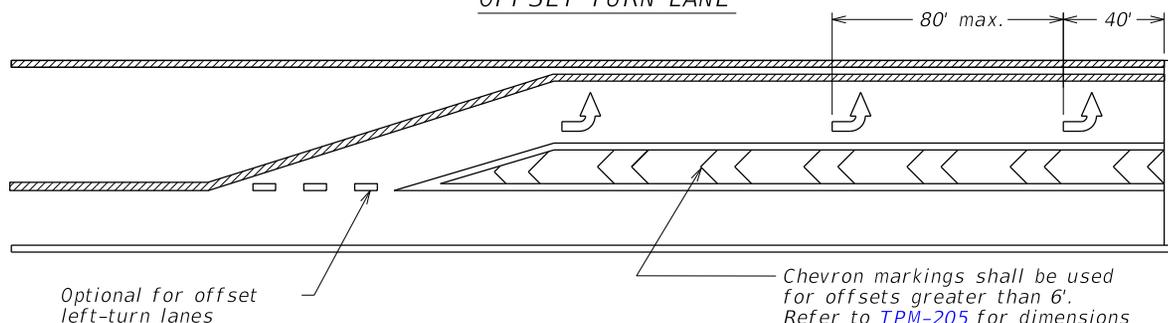
DUAL TURN LANE



ARROW SPACING NOTES:

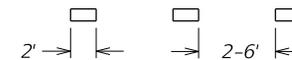
- IN SINGLE-DIRECTION TURN LANES, ARROWS SHOULD BE SPACED AS FOLLOWS:
- AT LEAST TWO ARROWS SHOULD BE USED IN EACH TURN LANE. HOWEVER, IF A TURN LANE IS LESS THAN 80' IN LENGTH, THE DOWNSTREAM ARROW MAY BE ELIMINATED.
  - THE FIRST UPSTREAM ARROW SHALL BE PLACED AT THE BEGINNING OF THE SOLID LINE FOR THE TURN LANE.
  - THE LAST DOWNSTREAM ARROW SHOULD BE PLACED 40' FROM THE STOP BAR.
  - ANY ADDITIONAL ARROWS SHOULD BE EVENLY SPACED. SPACING SHOULD NOT EXCEED 80'.
  - ARROW SPACING AND NUMBER OF ARROWS MAY VARY BASED ON SITE CONDITIONS.

OFFSET TURN LANE



Chevron markings shall be used for offsets greater than 6'. Refer to TPM-205 for dimensions and spacing.

DOTTED EXTENSION DIMENSIONS:



Dotted extensions shall be normal width.

Page 1 of 2

DRAWING NOT TO SCALE

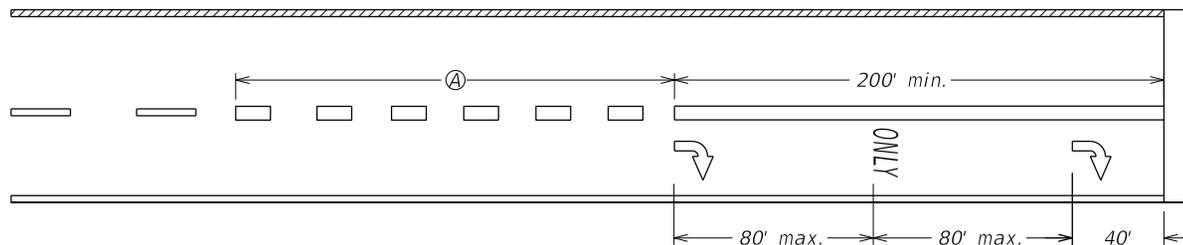
LEGEND	
MARKINGS	
	WHITE
	YELLOW

KENTUCKY  
DEPARTMENT OF HIGHWAYS

TYPICAL MARKINGS  
FOR TURN LANES

STANDARD DRAWING NO. TPM-206	
SUBMITTED	DATE
<i>B. Allen Wolf</i>	02-26-20
DIRECTOR OF TRAFFIC OPERATIONS	
APPROVED	DATE
<i>[Signature]</i>	02-26-20
STATE HIGHWAY ENGINEER	

### LANE DROP SCENARIO



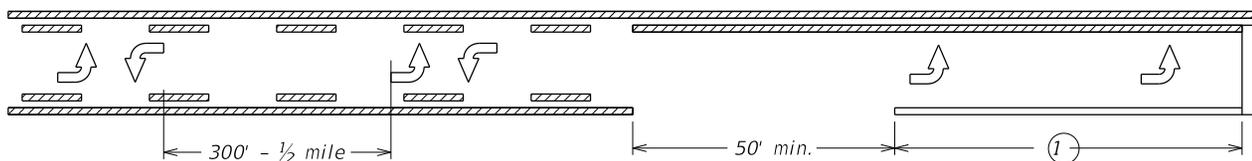
#### WIDE DOTTED LANE LINE DIMENSIONS:



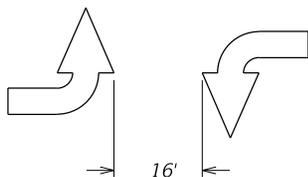
Dotted lane lines shall be twice the normal width in lane drop scenarios.

Speed Limit	(A)
25	min. 125'
35	min. 245'
45	min. 540'
55	min. 660'
65	min. 780'

### TWO-WAY LEFT-TURN LANE



#### TWLTL ARROW DETAILS:



#### LANE DROP MARKINGS NOTES:

IN SITUATIONS WHERE A THROUGH LANE BECOMES A MANDATORY TURN LANE, THE FOLLOWING GUIDELINES APPLY:

- A WIDE SOLID LINE SHOULD EXTEND BACK A MINIMUM OF 200' FROM THE STOP BAR.
- A WIDE, DOTTED LINE SHALL EXTEND FROM THE END OF THE SOLID LINE BACK A MINIMUM OF THE DISTANCE SHOWN IN THE CHART (A). THESE LINES SHALL BE 3' LONG, WITH A SPACE OF 9' BETWEEN LINES.
- ALTERNATING ARROWS AND "ONLY" WORD MESSAGES SHALL BE USED, WITH THE FIRST AND LAST MARKING BEING AN ARROW.
- ALTERNATING ARROWS AND "ONLY" WORD MESSAGES SHOULD BE SPACED EVENLY, FOLLOWING GUIDELINES FOR ARROW SPACING. THESE SYMBOLS SHALL EXTEND BACK AT LEAST TO THE END OF THE SOLID STRIPE, BUT MAY BE EXTENDED BACK FARTHER IF ADDITIONAL GUIDANCE IS NEEDED.

#### TWO-WAY LEFT-TURN LANE NOTES:

IN A TWO-WAY LEFT-TURN LANE, THE FOLLOWING GUIDELINES APPLY:

- CONTACT TRAFFIC ENGINEER FOR RECOMMENDED DISTANCE FOR LEFT TURN STORAGE AT INTERSECTIONS.
- ONE SET OF ARROWS SHOULD BE PLACED AT OR NEAR THE BEGINNING OF THE TWO-WAY LEFT-TURN LANE.
- ADDITIONAL SETS OF ARROWS SHOULD BE PLACED THROUGHOUT THE TWO-WAY LEFT-TURN LANE IF LEFT TURN MOVEMENTS ARE EXPECTED. THEY SHOULD BE SPACED NO LESS THAN 300' AND NO MORE THAN 1/2 MILE.
- THE SPACING BETWEEN EACH ARROW IN A SINGLE ARROW SET SHOULD BE 16 FEET.
- TWO-WAY LEFT-TURN LANES SHALL TERMINATE IN A DEDICATED LEFT-TURN LANE AT A SIGNALIZED INTERSECTION. THEY MAY TERMINATE IN A DEDICATED LEFT-TURN LANE AT OTHER LOCATIONS IF DEEMED NECESSARY.
- REFER TO THE TRAFFIC OPERATIONS GUIDANCE MANUAL SECTION T0-504 FOR MORE GUIDANCE ON TWO-WAY LEFT-TURN LANES.

Page 2 of 2

DRAWING NOT TO SCALE

#### LEGEND

MARKINGS

- WHITE
- YELLOW

KENTUCKY  
DEPARTMENT OF HIGHWAYS

TYPICAL MARKINGS  
FOR TURN LANES

STANDARD DRAWING NO. TPM-207

SUBMITTED *B. Allen Wolf* 02-26-20  
DATE DIRECTOR OF PUBLIC OPERATIONS

APPROVED *[Signature]* 02-26-20  
DATE ENGINEER

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

County: Fayette Item No.: 07-03721.00

Federal Project No.: CM 3003 354

**Project Description:**

Widen Mt Tabor Road from the Richmond Road service road to Patchen Drive. Add curb and gutter, and add sidewalk where none currently exists.

Roadway Classification:  Urban  Rural  
 Local  Collector  Arterial  Interstate

ADT (Current) 10,438 AM Peak Current N/A PM Peak Current N/A

Project Designation:  Significant  Other: \_\_\_\_\_

**Traffic Control Plan Design:**

Taper and Diversion Design Speeds 20 MPH

Minimum Lane Width 10' Minimum Shoulder Width N/A

Minimum Bridge Width N/A

Minimum Radius N/A Maximum Grade N/A

Minimum Taper Length N/A Minimum Intersection LOS N/A

Existing Traffic Queue Lengths N/A Projected Traffic Queue Lengths N/A

**Comments:**

All signs and controls of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices 2009. All work shall be confined to the construction limits shown on the plan.

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

**Public Information Plan (PIP) and Temporary Traffic Control Plan (TTCP)**

The following PIP and TTCP will cite the word “Referenced”. This infers to this document as well as all bidding documents associated to the respective project, including but not limited to the Construction Plan Set, Capture all Promises – “CAP”, KYTC Specifications, KYTC Standard Drawings, KYTC Sepia Drawings, KYTC Policy and Procedures for Safety and Mobility through Work Zones, Manual on Uniform Traffic Control Devices, FHWA’s Guidance for Developing and Implementing Traffic Management Plans. (All being of Current Edition)

**1) Public Information Plan**

- a) Prepared by  KYTC or  LFUCG
- b) Identify Trip Generators
- c) Identify Types of Road Users
- d) Public Information Message
- e) Public Information Strategies to be used
- f) Railroad Involvement
- g) Address Pedestrians, Bikes & Mass Transit
- h) Address Timing, Frequency, Updates, Effectiveness of Plan

The primary goal of the Public Information Plan (PIP) is to inform the motoring public and area stakeholders of project information including Temporary Traffic Control Plan (TTCP). The KYTC District Seven Public Information Officer (PIO) will coordinate and disseminate to stakeholders and the media appropriate information regarding construction plans.

**Local Stakeholders**

- Elected Officials
  - State Senator
  - State Representative
  - County Judge
  - City Manager
- Local Agencies
  - Public Schools
  - County Police
  - Police and Fire
  - County Fire / Emergency Services
- Utility Companies
  - Local utility companies are kept apprised of all new projects by District 7 and are invited to all pre-construction meetings

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

**Trucking Firms and Out of State Stakeholders**

Information will be distributed electronically to trucking firms via Director at the Department of Vehicle Registration (502-564-4540) . Information will also be posted on the 511 website ([www.511.ky.gov](http://www.511.ky.gov)) and on the 511 telephone information system.

**Presentation**

A project description including anticipated schedule will be provided to the media, stakeholders and other emergency service agencies via e-mail prior to construction. Information will be provided to these groups via traffic advisories, press releases, and the District 7 website.

**Media Strategies**

The following media will be contacted at the beginning of the construction project at key construction transitions points during construction and at the end of construction:

Points of Media Contact

- Newspapers
- Radio
- Television / Cable

Milestones to Contact Media

Media shall be contacted immediately prior to construction and updated throughout construction, and at significant transitions of construction phases.

Public Information Message

Notifications of the closures and detours will be provided a minimum of one week advance notice. Further, variable message boards will be used throughout the community for notice.

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

**2) Temporary Traffic Control Plan (TTCP)**

**Phase 1**

**Description of Phase Activities** - To accommodate semi-tractor trailer access to commercial sites, work will be performed in four phases, per the Maintenance of Traffic Plan.

**Lane Use on Maintained Roads** – Phased sections under construction will be closed with detours as noted on the Maintenance of Traffic (MOT) Plan.

**Key Access Points to Maintain** – Access to commercial properties, the Richmond Road service road, and Patchen Drive.

- a) **Is Road Closure Allowed?** Yes.
- b) **Detour Conditions** – As noted on the MOT Plan.
- c) **Working Hour Restrictions** – The contractor will work only during daylight hours to reduce any impact to current residents. One exception shall be for Phase II as described in the MOT Plan, which will allow weekend and evening work.
- d) **Holiday or Special Event Work Restrictions** – No work shall be performed on holidays.
- e) **Evaluation of Intersection LOS** – N/A
- f) **Evaluation of Queue Lengths** – N/A
- g) **Evaluation of User Costs & Incentives / Disincentives** – N/A.
- h) **Method of Project Bidding** – Bid Proposal process, per KYTC LPA requirements.
- i) **Address Drop-Off Protection Criteria** – N/A
- j) **Temporary Barrier Requirements** – Type III barriers shall be placed per the MOT Plan.

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

**k) Evaluation of Existing Guardrail  
Conditions – N/A**

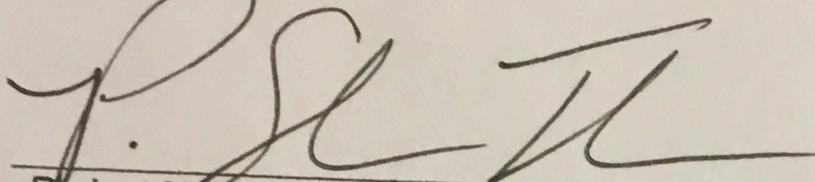
**l) Address Temporary Drainage – N/A**

**m) Special Notes – N/A**

**n) Address Pedestrians, Bikes & Mass  
Transit – Pedestrians and bikes will be the  
same as the vehicular detours. LexTran will  
temporarily shift the location of a bus stop on  
Mt Tabor Road.**

KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS  
TRAFFIC MANAGEMENT PLAN

APPROVAL:



LPA Project Manager District 7

6/15/2020  
Date

TEBM for Project Delivery (Construction)

Date

TEBM for Engineering Support Services (Traffic)

Date

FHWA Representative

Date

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

Mt. Tabor Road Multimodal Improvements,  
Lexington, Kentucky

March, 2022

**APPENDIX C**

**LOCAL PUBLIC AGENCIES –**

**SPECIAL PROVISIONS FOR LPA ADMINISTERED PROJECTS**



Office of Local Programs  
Special Provisions for LPA Administered Projects

- All contractors and subcontractors must be prequalified by the Kentucky Transportation Cabinet <http://transportation.ky.gov/Professional-Services/Pages/Prequalification-Application-and-Instructions.aspx>
  
- The Local Public Agency (LPA) will operate in compliance with the Federal Procurement Code, including but not limited to, 23 CFR 635.112 ( <https://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> )
  
- This project will follow the Kentucky Standard Specifications for Road and Bridge Construction, 2019 Edition <http://transportation.ky.gov/construction/pages/kentucky-standard-specifications.aspx>
  
- 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 IV 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 benefit 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.
  
- Patented or proprietary materials are discouraged but if they are specified then 23 CFR 635.11 ( <https://www.fhwa.dot.gov/legsregs/directives/cfr23toc.htm> ) must be followed.
  
- All Change Orders must be pre-approved by the KYTC. Change order requests must be submitted to the District LPA Coordinator and the OLP Project manager at the same time. All change order requests must be submitted on the LPA-chord (07/02/2010) form
  
- Failure by a bidder to comply with all applicable sections of the current Kentucky Standards Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for an award:
  - 102.08 Irregular Proposals
  - 102.14 Disqualification of Bidders
  - 102.09 Proposal Guaranty

## **SUBMISSION OF BIDS**

See Part 1, Section 8 - Submission of Bids, page AB-4

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO  
THE PUBLIC- CARGO PREFERENCE ACT (CPA).**  
**(REV 12-17-15) (1-16)**

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor **agrees**

- To utilize privately owned United States-flag commercial vessels to ship atleast 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 paragraph1 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 subcontractsissued pursuant to this contract.

**The following laws, statutes, and regulations must be followed: Federal**

- Equal Employment Opportunity Act of 1964
- Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Americans with Disabilities Act of 1987
- Civil Rights Restoration Act of 1987
- 23 USC 140 (Nondiscrimination)
- 49 CFR 21 (Civil Rights)
- 49 CFR 26 (Disadvantage Business Enterprises)
- 23 CFR 230 (External Programs)
- 23 CFR 633 (Required Contract provisions)
- 23 CFR 635 (Construction and Maintenance)
- Executive Order 11246 (Nondiscrimination)
- 23 USC 106 (Project approval and oversight)
- 23 USC 112 (Letting of contracts)
- 23 USC 113 (Prevailing rate of wage)
- 40 USC 276(a) Davis Bacon Act
- 29 CFR 1 Wage rate determinations
- 29 CFR 3 Weekly statements of payrolls
- 29 CFR 5 Wages
- 29 CFR 6 Wages
- 29 CFR 7 Wages

**State**

KRS 45 A Model procurement code  
KRS 176 Department of Highways Procurement  
KRS 136 Corporation and utility taxes  
KRS 139 Sales and use taxes  
KRS 141 Income taxes  
KRS 337 Wage and hours (must have payment bond for wages if less than 5 years in Kentucky)  
KRS 338 OSHA  
KRS 341 Unemployment Compensation  
KRS 342 Workers compensation (must be on file with the Dept. of Workers Claims)  
KAR 603 Prequalification of contractors

Revised 10/01/10

**NOTICE TO ALL BIDDERS  
TO REPORT BID RIGGING, BIDDER COLLUSION OR OTHER FRAUDULENT ACTIVITIES**

**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  
P. O. Box 23178 L'Enfant Plaza Station  
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.

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

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

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

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

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

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

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

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

REVISED: 12-3-92

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

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

**GOALS FOR MINORITY  
PARTICIPATION  
IN EACH TRADE**

**GOALS FOR FEMALE  
PARTICIPATION  
EACH TRADE**

---

**10.8%**

**6.9%**

---

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

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

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

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

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

DISTRICT/LOCALITY/MINORITY PERCENTAGE REQUIRED BY COUNTY

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

LOCALITY I (Federal)	LOCALITY II (Federal)	LOCALITY III (Federal)	LOCALITY IV (Federal)
Kentucky Determination No. CR 85-I-HWY dated 8/15/85 and Federal Decision No. KY 85-1007 dated 10/4/85.	Kentucky Determination No. CR 85-II-HWY dated 8/15/85 and Federal Decision No. KY 85-1008 dated 10/4/85.	Kentucky Determination No. CR 85-III-HWY dated 8/15/85 and Federal Decision No. KY 85-1009 dated 10/4/85.	Kentucky Determination No. CR 85-IV-HWY dated 8/15/85 and Federal Decision No. KY 85-101 dated 10/4/85.
(State) Kentucky Determination No. CR 85-I-HWY dated 8/15/85.	(State) Kentucky Determination No. CR 85-II-HWY dated 8/15/85.	(State) Kentucky Determination No. CR 85-III-HWY dated 8/15/85.	(State) Kentucky Determination No. CR 85-IV-HWY dated 8/15/85.

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

### Discrimination:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

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



Commonwealth of Kentucky  
FINANCE AND ADMINISTRATION CABINET  
Office of the Controller  
Office of Procurement Services  
Room 096 Capitol Annex  
Frankfort, Kentucky 40601  
(502) 564-4510  
(502) 564-1434 Facsimile

STEVEN L. BESHEAR  
Governor

Lori H. Flanery  
Secretary

Ed Ross  
Executive Director

Don Speer  
Executive Director

TO: All Agency Purchasing Contacts

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

DATE: April 7, 2015

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

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

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

**Discrimination:**

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

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

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

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

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

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

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

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

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

April 7, 2015  
Page 3 of 3

**provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

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

### Standard Title VI/Non-Discrimination Assurances

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

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

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

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

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

## CERTIFICATION REGARDING

### KRS 45A.485

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

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

KRS VIOLATION

DATE

STATE AGENCY

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

## **RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION**

### **1.0 DEFINITIONS.**

The CONTRACTOR understands and agrees that the Risk Management Provisions of this Contract define the responsibilities of the CONTRACTOR to the OWNER.

As used in these Risk Management Provisions, the terms "CONTRACTOR" and "OWNER" shall be defined as follows:

- a. "CONTRACTOR" means the contractor and its employees, agents, servants, owners, principals, licensees, assigns and subcontractors of any tier.
- b. "OWNER" means the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

### **2.0 INDEMNIFICATION AND HOLD HARMLESS PROVISION**

CONTRACTOR shall defend, indemnify, and hold harmless OWNER from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees, that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by: (a) CONTRACTOR's negligent acts or intentional misconduct, or errors or omissions, in connection with the performance of this contract, (b) CONTRACTOR's performance or breach of the contract provided the claim or loss is attributable to death, illness, personal injury, or property loss or damage or loss of use, and not caused by OWNER, or (c) the condition of any premises, equipment or other property being used or operated by the CONTRACTOR in connection with the performance of this contract. In the event OWNER is alleged to be liable based upon the actions or inactions of CONTRACTOR, CONTRACTOR shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by OWNER, which approval shall not be unreasonably withheld. This Indemnification and Hold Harmless Provision shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this contract.

### **3.0 FINANCIAL RESPONSIBILITY**

The CONTRACTOR understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the Indemnity Agreement and other provisions of this Contract.

### **4.0 INSURANCE REQUIREMENTS**

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AS BIDDERS MUST CONFER WITH THEIR RESPECTIVE INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF AN APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS BELOW, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

#### **4.1 Required Insurance Coverage**

CONTRACTOR shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subconsultants to maintain similar insurance with limits acceptable to OWNER in order to protect OWNER against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR. The cost of such insurance shall be included in any bid:

**Coverage Limits**

General Liability \$1 million per occurrence, \$2 million aggregate

(Insurance Services Office Form CG 00 01) or \$2 million combined single limit Commercial Automobile Liability combined single, \$1 million per occurrence (Insurance Services Office Form CA 0001)

Worker's Compensation Statutory

Employer's Liability \$1,000,000.00

The policies above shall contain the following conditions:

- a. OWNER shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by OWNER.
- c. The General Liability Policy shall include a Products and Completed Operations endorsement or Premises and Operations Liability endorsement unless it is deemed not to apply by OWNER.
- d. OWNER shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to OWNER and shall be in a form acceptable to OWNER.

Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

4.2. Additional insurance coverage and amounts required, if any, are stated below: NONE

4.3. Renewals

After insurance has been approved by OWNER, evidence of renewal of an expiring policy must be submitted to OWNER, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

4.4. Deductibles and Self-Insured Programs

**IF CONTRACTOR INTENDS TO SUBMIT SELF-INSURANCE PLAN FOR BID, THIS MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO BID OPENING DATE.** Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of CONTRACTOR'S financial capacity to respond to claims. Any such programs or retentions must provide OWNER with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If CONTRACTOR satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, CONTRACTOR agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. CONTRACTOR'S latest audited financial statement, including auditor's notes.
  - b. Any records of any self-insured trust fund plan or policy and related accounting statements.
  - c. Actuarial funding reports or retained losses.
  - d. CONTRACTOR'S Risk Management Manual or a description of CONTRACTOR'S self-insurance and risk management program.
  - e. A claim loss run summary for the previous five (5) years.
  - f. Self-Insured Associations will be considered.
- 4.5. Verification of Coverage  
Prior to award of bid, CONTRACTOR agrees to furnish OWNER with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf. If requested, CONTRACTOR shall provide OWNER copies of all insurance policies, including all endorsements.
- 4.6. Right to Review, Audit and Inspect

CONTRACTOR understands and agrees that OWNER may review, audit and inspect any and all of CONTRACTOR'S records and operations to insure compliance with these Insurance Requirements.

## **5.0 SAFETY AND LOSS CONTROL**

5.1. CONTRACTOR agrees to adhere to and comply with William-Steiger Act, enacted December 1970, and all other federal, state and local safety and environmental laws, regulations and ordinances. The CONTRACTOR shall provide all safeguards, safety devices and protective equipment, and take any other action necessary to protect the life, health and safety and property of all persons on the job site, the public and the owner.

5.2. The current Kentucky Occupational Safety and Health Standards of the Construction Industry 29 CFR Part 1926 adopted by 803 KAR 2:030 and the Kentucky Occupational Safety and Health Standard for General Industry 29 CFR Part 1910 as adopted by KAR 2:010, and as promulgated by the Kentucky Occupational Safety and Health Standards Board and as amended or modified, are hereby incorporated into and made an integral part of the Contract with full compliance the responsibility solely of the CONTRACTOR.

5.3. The CONTRACTOR understands and agrees that the OWNER shall be permitted, but not obligated, to inspect the work place, operations, machinery and equipment involved in this Contract and review and audit any and all CONTRACTOR'S records and documents as deemed necessary by the OWNER to assure compliance with any and all of the provisions of this Contract and maximize the protection of the OWNER. Safety on the job, however, remains solely the responsibility of the CONTRACTOR.

## **6.0 DEFINITION OF DEFAULT**

CONTRACTOR understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default under this Contract. CONTRACTOR also agrees that OWNER may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging CONTRACTOR for any such insurance premiums purchased, or suspending or terminating this Contract.

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

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

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

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or

(ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

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

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

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

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

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

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

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

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

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

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

Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will

consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

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

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 3

**§ 635.109 Standardized changed condition clauses.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

(B) When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed. (b) The provisions of this section shall be governed by the following:

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

(2) Where the State transportation department has developed and implemented one or more of the contract clauses included in paragraph (a) of this section, such clause or clauses, as developed by the State transportation department may be included in Federal-aid highway contracts in lieu of the corresponding clause or clauses in paragraph (a) of this section. The State's action must be pursuant to a specific State statute requiring differing contract conditions clauses. Such State developed clause or clauses, however, must be in conformance with 23 U.S.C., 23 CFR and other applicable Federal statutes and regulations as appropriate and shall be subject to the Division Administrator's approval as part of the PS&E. (c) In the case of a design-build project, STDs are strongly encouraged to use “suspensions of work ordered by the engineer” clauses, and may consider “differing site condition” clauses and “significant changes in the character of work” clauses which are appropriate for the risk and responsibilities that are shared with the design-builder.

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