

**CITY OF PADUCAH
ENGINEERING DEPARTMENT**



**SPECIFICATIONS FOR
CLEMENTS ST - FARLEY PLACE SIDEWALK PROJECT**

June 11, 2026

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CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT

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INVITATION TO BID

RECEIPT OF PROPOSALS

The City of Paducah, Engineering Department, will receive bids for the “**Clements St-Farley Place Sidewalk Project**” at **2:00 p.m. CDT on Thursday, June 11, 2026**. All Bids received will be opened and read aloud in the Commission Chamber, Second Floor, City Hall. **A PRE-BID Meeting** will be held at **2:00 p.m. CDT on Thursday, May 28, 2026**, at the same location. The Engineering Department **strongly suggests** all bidders attend the pre-bid meeting.

PROJECT DESCRIPTION

This project will consist of the following two (2) components to be bid separately:

1. Installation of sidewalk on Clements Street beginning at S. 4th Street and ending at Bridge Street
2. Installation of sidewalk on Farley Place beginning at S. 4th Street and ending at Clements Street

OBTAINING CONTRACT DOCUMENTS

- Copies of specifications and bid materials may be obtained from the City of Paducah website under Request for Bids or Proposals <https://paducahky.gov/request-bids-or-proposals>
- Paducah Blueprint: www.padblue.com
- Association of General Contractors of Western Kentucky: www.agcwky.org
- Via email mtownsend@paducahky.gov

KYTC PREQUALIFICATION REQUIREMENTS

The Contractor shall be Prequalified with the Kentucky Transportation Cabinet with a minimum Work Class Code of A or B and possess a Certificate of Eligibility at the time of Bid Opening. **A copy of the Certificate of Eligibility for the Bidder and all proposed Sub-Contractors shall be included with the Bid Proposal for proof of Qualification. Failure of the Bidder to provide this documentation shall result in disqualification.**

BID SECURITY

A satisfactory Bid Bond executed by the bidder or a certified bank cashier's check in an amount of **Five Thousand Dollars (\$5,000)** shall be submitted with each bid. No other forms of security will be accepted. Failure to submit a bid bond or certified bank cashier's check will result in the disqualification of the bid.

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be issued to the responsible bidder whose responsive bid is the lowest bid price **in accordance with the specifications.**

CONTRACT TIME

The contract time period shall end as of August 31, 2026, at COB (4:30 p.m. CDT).

FEDERAL & STATE LAWS, STATUTES AND REGULATIONS

The Bidder is hereby given notice that this Project is funded by a **Community Development Block Grant from the Department of Housing and Urban Development (HUD)** and will require the Contractor and all Sub-Contractors employed by the Contractor to strictly comply with the Federal, State and all local laws and regulations required by statute. The Bidder shall comply with whichever is more stringent. Failure to comply with these provisions during the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts.

Because this project is funded through a Community Development Block Grant (CDBG), the selected vendor must comply with all applicable federal requirements, which shall be included in the final contract with the City, including but not limited to:

- Section 3 of the Housing and Urban Development Act of 1968, as amended

- Equal Employment Opportunity requirements
- Federal labor standards, including Davis-Bacon Act requirements if applicable
- Contract Work Hours and Safety Standards Act
- Copeland Anti-Kickback Act
- Debarment and Suspension requirements
- Compliance with Executive Order 11246
- Disadvantaged Business Enterprise outreach requirements
- Certification regarding non-collusion and non-segregated facilities
- Compliance with all applicable HUD grant requirements

In addition, the vendor must comply with the following:

Vendor shall not use grant funds to promote “gender ideology” as defined in Executive Order (E.O.)14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

Vendor agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government’s payment decisions for purposes of section 3729 (b) (4) of title 31, United States Code.

Vendor certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

Vendor must administer its funding in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under Title IV of the Personal Responsibility Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C., 1601-646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA Executive Order 14218, or other Executive Orders or immigration laws.

The vendor shall cooperate with all reporting, documentation, payroll verification, and compliance monitoring required for CDBG-funded projects.

FEDERAL WAGE REQUIREMENTS

The Bidder and all proposed Subcontractors are hereby given notice that this Public Works Project is funded by **Federal Funds**. The Contractor and all Sub-Contractors employed by the Contractor shall fully comply with the **Davis-Bacon Act** (40 U.S.C. 27a to 276a-7) as supplemented by the U.S. Secretary of Labor regulations (29 CFR part 5) as inserted within these Specifications.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors doing business for the City of Paducah shall adhere to this policy.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah’s Code of Ordinances and the Project Specifications.

INFORMATION FOR BIDDERS

BIDS

All competitive sealed bids and purchasing procedures shall be in accordance with 2CFR 200.319(a) and the City of Paducah's Code of Ordinances Chapter 2 Procurement, KRS 45A.345 – 45A.460, and the specifications contained herein.

All bids shall be submitted on forms supplied by the City of Paducah. Wording of the Bid Form or Bid Proposal shall not be changed. Bids submitted on other forms shall be rejected. Unauthorized conditions, limitations, or provision attached to the proposal shall be cause for rejection of the proposal. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder.

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening,**" in order to guard against premature opening of the bid. Each bid shall be addressed to the Engineer, and shall be delivered at the address given in the invitation to bid on or before the day and hour set for opening of bids. It is the sole responsibility of the bidder to see that his bid is received on time and is properly labeled. The Owner will not be responsible for premature opening of a bid not properly addressed and identified.

No electronic bid, faxed bid, telegraphic bid or telegraphic modifications of bid will be considered. No bids received after the time fixed for receiving bids will be considered. **Late bids will be returned to the sender unopened.**

INTERPRETATIONS

Any Bidder having questions regarding any portion of the specifications, or may be in doubt as to the true meaning of any part of the specifications, or finds discrepancies in or omissions from any part of the specifications, can submit a **WRITTEN** request **via email** for interpretation no later than **12:00 p.m. noon CDT on Thursday, June 4, 2026**, to:

Melanie Townsend, Project Manager
Engineering Department
VIA email mtownsend@paducahky.gov

PRE-BID MEETING

A PRE-BID MEETING will be held at the City of Paducah Commission Chambers on Thursday, May 28, 2026, at 2:00 p.m. CST. All interested prospective bidders should attend. In accordance with HUD regulations, this Pre-Bid Meeting is not mandatory; however, attendance is **strongly recommended** due to the complexity of this project. Solicitation documents, scope of work along with the project details will be discussed at this meeting. Bidders may openly discuss concerns and questions regarding the Project at this meeting.

ADDENDUM

All clarifications addressed during the meeting along with requests for written interpretations received will be formally addressed by Addendum. The Addendums will be e-mailed or faxed to each Official Plan Holder of record, with the Bidder being required to acknowledge receipt.

Any Addendum that may be issued to amend and or clarify the Plans and/or Specifications must be applied when calculating the Bid and certified by the Bidder on the Bid Proposal. Failure to use the correct and most recent addenda may result in the bid being rejected. When the Addendum conflicts with the Original Specifications, the Addendum shall govern.

BIDDER'S QUALIFICATIONS

The City of Paducah (hereinafter referred to as Owner) shall have the right to take such steps necessary to determine the ability of the bidder to perform his obligations under the Contract. Any Bidder

may be required to furnish evidence satisfactory to the Owner that he and his any proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

The Owner reserves the right to inspect the plant facilities and place of business of any Bidder participating in this bid. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to properly carry out the terms of the Contract.

PREQUALIFICATION REQUIREMENTS

The Bidder's qualifications, along with all proposed Sub-Contractor's shall include, but be not limited to being Prequalified with the Commonwealth of Kentucky Transportation Cabinet. The Bidder and Sub-Contractor's shall certify that the Kentucky Transportation Prequalification includes all Classification Items necessary to complete the work related to this Project. **A copy of the Certificate of Eligibility for the Bidder and all proposed Sub-Contractor's shall be included with the Bid Proposal for proof of Qualification. Failure of the Bidder to provide this documentation shall result in disqualification.**

Information can be obtained at the Commonwealth of Kentucky's Transportation Cabinet web site at:

<http://transportation.ky.gov/Construction-Procurement/Pages/Prequalification.aspx>

FEDERAL & STATE LAWS, STATUTES AND REGULATIONS

The Bidder is hereby given notice that this Project is funded by a **FY 2026 Community Development Block Grant received from the Department of Housing and Urban Development (HUD)** and will require the Contractor and all Sub-Contractors employed by the Contractor to strictly comply with the Federal, State and all local laws and regulations required by statute. The Bidder shall comply with whichever is more stringent. Failure to comply with these provisions during the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts.

KENTUCKY CERTIFICATIONS

The Certifications required by the laws of the Commonwealth of Kentucky as contained within Section 00320 of these Specifications shall be signed, notarized and submitted with the Bid Proposal. **Failure of the Bidder to comply with these provisions will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

HUD CERTIFICATIONS

The Certifications required by the U.S. Department of Housing and Urban Development (HUD) and the Commonwealth of Kentucky as contained within Section 00320 and Section 00320A of these Specifications. Both Certifications shall be signed, notarized and submitted with the Bid Proposal. **Failure of the Bidder to comply with this requirement provision will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

FEDERAL WAGE REQUIREMENTS

The Contractor and all Subcontractors are hereby given notice that this Public Works Project is funded by **Federal Funds**. The Contractor and all Sub-Contractors employed by the Contractor shall fully comply with the **Davis-Bacon Act** (40 U.S.C. 27a to 276a-7) as supplemented by the U.S. Secretary of Labor regulations (29 CFR part 5) and in accordance with the most recent wage determination as inserted within these Specifications.

HUD SECTION 3 CLAUSE

The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

KYTC STANDARD SPECIFICATIONS

This Project will follow the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, current version.

SUBCONTRACTORS

A list of Subcontractors who the Bidder proposes to use on the project shall be listed on the Bid Proposal. Once the bidder's proposal has been accepted, there shall be no deviations from the list, except as requested by, or upon approval of, the Owner.

CONFLICTS, GRATUITIES AND KICKBACKS

The Owner shall adhere to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

BID PRICES - UNIT PRICES

Each bidder shall include its pro-rata share of overhead and profit in the unit price and/or lump sum price for each of the several items in the Proposal. Bid Prices shall also include any and all sales tax, delivery transportation charges, handling charges, FOB destination, fees, labor, materials, equipment, tools and services necessary for complete manufacture and delivery.

Special attention of all bidders is called to this provision, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities, nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e. difference in cost) does not increase or decrease the original contract amount by more than fifty percent (50%) except for work not covered in the Drawings and/or Technical Specifications.

UNIT PRICES

The Bidder understands the quantities bid are estimates only and the Owner reserves the unlimited right to add to or delete from same at its discretion. **In case of a discrepancy in the extension of a bid price, the unit price shall govern over the total price for all items.**

EXAMINATION OF SPECIFICATIONS AND PROJECT SITE

Before submitting a bid, each bidder shall carefully examine the specifications and visit the project site. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed, and shall include in his bid a sum to cover all costs of all items necessary to complete the project as set forth in the plans and specifications. No allowance will be made to any bidder due to lack of such examination or knowledge. The submission of a bid will be construed as conclusive evidence that the bidder has made such examination.

BID SECURITY

A properly completed Satisfactory Bid Bond or a Certified Bank Cashier's Check in an amount equal to **Five Percent (5%)** of the bid shall be submitted with each bid. No other forms of security will be accepted. A satisfactory Bid Bond shall be issued by an authorized representative of a Surety Company authorized to do business in the State of Kentucky and shall be accompanied by a certified power of attorney dated on or before the date of bid. The Bid Bond shall include language, which assures that the bidder/principal shall give a bond or bonds as may be specified in the bidding or contract documents, with good and sufficient surety for the faithful performance of the contract.

Failure to submit a Satisfactory Bid Bond or a Certified bank cashier's check will result in disqualification of the bid. The successful Bidder's security will be retained until a contract has been signed and the required Labor and Materials Payment and Performance Bond submitted as specified. If any bidder refuses to enter into a contract, the owner will retain the Bid Bond as liquidated damages, but not as a penalty. The Bid Security of

the remaining bidders will be returned as soon as practical. However, the Owner reserves the right to retain the security of the remaining bidders until 60 days after the bid opening.

OPENING OF BIDS

At the time and place fixed for the opening of bids, the Owner will publicly open and read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative. The time of bid opening shall be in accordance with the time stated in the Advertisement and Invitation to Bid. **The official time set for the opening of the Bids shall be established by the City of Paducah's synchronized computer time as shown digitally on the City Clerk's computer.**

WITHDRAWAL OF BIDS

Any Bidder may withdraw his submitted bid by written or facsimile notice prior to the scheduled time for opening bids. No bidder may withdraw his bid for a period of **60** days after the date set for opening thereof, and all bids shall be subject to acceptance by the Owner during this period. However, under justifiable circumstances, the Owner may release a bid if the Bidder can demonstrate from worksheets or other documents that an obvious error was made while preparing the bid. Procedures for withdrawals, mistakes and/or clarifications in Bids will be in accordance to **HUD Handbook No. 7460.8 revision 2**, chapter 6. **Sealed Bids, 6.10 Mistakes in Bids.**

BID EVALUATION - AWARD OF CONTRACT

After reasonable consideration of all bids received, a Notice of Award will be given to the **responsible bidder** who submits the **responsive bid of the lowest bid price in accordance with the specifications.**

The **responsible bidder** shall have the capability in all respects to perform fully the contract requirements, and the moral integrity and reliability of which to assure good faith performance. Consideration will be given to such as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

The **responsive bidder** shall submit a bid that conforms in all material respects to the specifications without any deviations of the invitation for bids.

The Bidder to whom the Notice of Award is made will be notified at the earliest possible date.

The Owner reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BONDS AND EXECUTION OF AGREEMENT

Subsequent to Notice of Award, and **within ten (10) days** after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Owner:

1. A Contract Agreement in the form included in the specifications, in such number of copies as the Owner may require.
2. A Performance Bond and a Labor and Material Payment Bond each in the amount of **100%** of the Contract as awarded. The bonds shall be used as security for the faithful performance of the Contract and shall be in the form included in the specifications.
3. A Certificate of Insurance showing that the required insurance as set forth in the specifications is in force and shall contain appropriate wording to the effect that the policies described cover the Contractor's operations under this contract.

The failure of the successful bidder to execute such Agreement and to supply the required Bonds & Certificate of Insurance within ten (10) days after the prescribed forms are presented for signature or within such extended period as the Owner may grant, based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed provided

that the amount thus due shall be limited to the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Owner for any refund of the bid security or expense the Bidder incurred to develop the bid.

NOTICE TO PROCEED

Following the execution of the Contract by the Owner, a written Notice to Proceed will be given to the Contractor. The Contractor shall begin and shall prosecute the Work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work in a responsible and timely manner.

PRE-CONSTRUCTION CONFERENCE

Prior to issuance of the Notice to Proceed, a Pre-Construction conference will be held with representatives of the Contractor, Sub-Contractors and Owner/Engineer in attendance. Discussion will center on each party's responsibility towards the other, the Contractor's plans for prosecution of the work and subcontracting.

CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed by August 31, 2026, as stated in the Agreement. Every calendar day, except as provided herein, shall be counted as a working day.

LIQUIDATED DAMAGES

Since actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and pay to the Owner the sum of **Two Hundred Dollars (\$200.00)** as fixed liquidated damages for each consecutive calendar day for failure to meet the final completion date and the total amount shall be withheld from the final payment as provided in accordance with Specifications.

LICENSE REQUIREMENT

All firms doing business in the City of Paducah are required to be licensed in accordance with the City of Paducah Code of Ordinances. Information regarding business license can be obtained at the City's website: www.paducahky.gov.

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Contractor shall, at his own expense, procure all permits, certificates and licenses required by the law for the execution of this project. The Contractor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent shall govern.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

Prior to initiation of excavation, the Contractor shall locate all utilities in work area in accordance with applicable governmental rules, laws and regulations. Utilities can be contacted for location requests by calling "811" B.U.D. 1-800-752-6007. Officials of B.U.D. request at least 3 days lead time for notification requests.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, religion, color, sex national origin, age or disability.

DRUG FREE WORKPLACE

The City of Paducah has adopted a Drug and Alcohol Free Workplace Policy in compliance with 803 KAR 25.280, in which drug and alcohol use and abuse in the workplace is prohibited. All contractors and subcontractors doing business for the City of Paducah shall adhere to this policy.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96. Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

REQUESTS FOR PAYMENT

The Contractor may submit a Request for Payment subsequent to satisfactory performance of the required Work in accordance with all of the provisions thereof and upon approval by the Owner. The Owner agrees to make Payment to the Contractor within **Thirty (30) days** after receipt of a properly completed invoice. The Owner reserves the right to withhold any of all payments or portions thereof if the Contractor fails to perform in accordance with the provisions of the contract.

OWNER'S RIGHTS RESERVED

The City reserves the right to reject any and all bids in accordance with the City of Paducah's Code of Ordinances and the Project Specifications. Additionally, any Award may be made to the lowest Bidder for all items, groups of items or on an individual item basis, whichever is deemed to be in the best interest of the City.

SPECIFICATIONS FOR HUD

FEDERAL & STATE LAWS, STATUTES AND REGULATIONS

The Bidder is hereby given notice that this Project is funded by a **FY 2026 Community Development Block Grant received from the Department of Housing and Urban Development (HUD)** and will require the Contractor and all Sub-Contractors employed by the Contractor to strictly comply with the Federal and State laws and regulations required by statute. The Bidder shall comply with whichever is more stringent. Failure to comply with these provisions during the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts. The following Federal and State laws, statutes and regulations shall be followed by the Contractor and all Subcontractors at all times during the contract time period:

TITLE VI of the CIVIL RIGHTS ACT OF 1964

Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d), Nondiscrimination in Federally Assisted Programs and the implementing regulations issued at 24 CFR Part 1 prohibits discrimination on the basis of race, color, or national origin in program and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

EXECUTIVE ORDER 11061

Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

DISCRIMINATION ACTS

Age Discrimination Act of 1975 (42 U.S.C. 6101-07) which prohibits discrimination on the basis of age, along with the implementing regulations at 24 CFR Part 146. Additionally the Contractor shall comply with the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8.

EQUAL EMPLOYMENT OPPORTUNITY

Requirements of 24 CER 5.105(a) regarding Equal Employment Opportunity as well as the requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - SECTION 3

The requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations as covered by 24 CFR 135 requires that economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, be given to low- and very low-income persons and businesses that provide economic opportunities for these persons and requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. **See attached 24 CFR 135.38 Section 3 Clause for Construction Contracts.**

MINORITY/WOMEN'S BUSINESS ENTERPRISE

The requirements of Executive Orders 11625 and 12432 concerning Minority Business Enterprise, and 12138 concerning Women's Business Enterprise which encourage the use of minority and women's business enterprises. See 24 CFR Part 85.36(e), which describes actions to be taken to ensure that minority business enterprises and women business enterprises are used when possible in the procurement of property and services. The Contractor, if subcontracts are to be let, shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

FEDERAL WAGE REQUIREMENTS

Comply with the **Davis-Bacon Act** (40 U.S.C. 27a to 276a-7) as supplemented by the U.S. Secretary of Labor regulations (29 CFR part 5) and as inserted within these Specifications.

COPELAND "ANTI-KICKBACK" ACT

Comply with the "Anti-Kickback" section of the Copeland Act, 18 USC 874, as supplemented in Department of Labor regulations 29 CFR part 5, which makes it punishable to induce any person working on a federally funded or assisted construction project to "give up any part of the compensation to which he is entitled under his contract of employment."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Comply with Sections of 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 USC 327A 330, which contains weekly (after 40 hours) overtime pay requirements; as supplemented by Department of Labor regulations 29 CFR part 5.

CONFLICTS, GRATUITIES AND KICKBACKS

Adhere to the provision of KRS 45A.455 relative to conflicts of interests, gratuities, kickbacks, and use of confidential information in all bid offerings. During the bid process, Bidders shall not contact any employee of the Owner in reference to this Bid, with the exception of the Owner's designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

AMERICANS WITH DISABILITIES ACT

Comply with the Americans with Disabilities Act of 1990 (ADA) and not discriminate against persons with disabilities who are otherwise qualified individuals in accordance with 49 CFR 37.

BUY AMERICA BUILD AMERICA REQUIREMENT

Comply with the Build America, Buy America Requirements as required by Federal Build America, Buy America requirements as outlined in 2 CFR 184. Buy America Requirement consist of the following:

BABA establishes a **domestic content procurement preference** for federally funded infrastructure projects, meaning that **all iron, steel, manufactured products, and construction materials must be produced in the U.S.** for projects receiving federal financial assistance

OSHA

The Contractor shall comply with all applicable state, federal, and local laws governing safety, health and sanitation. Provide all safeguards, safety devices, and protective equipment and take all other actions that are reasonably necessary to protect the life and health of all employees and personnel on the project, provide for the safety of the public, and protect all property affected by the performance of the work covered by the Contract, and as the Engineer directs.

As provided in KRS Chapter 338 in the Kentucky Occupational Safety and Health Act and in subsequent regulations and standards promulgated by the Kentucky Occupational Safety and Health Standards Board, do not require any personnel employed in performance of the Contract, including employees of subcontractors, to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to the employee's health and safety.

Associated construction contract provisions are listed in the Federal Form FHWA-1273 included within this Section.

CONVICT LABOR

Federal-Aid Projects shall not be performed by convict labor at the work site or within the limits of the Project.

PROJECT BULLETIN BOARD

In accordance with Federal and State regulations, the Contractor shall maintain a Project Bulletin Board and keep said Project Bulletin Board in a conspicuous place or places at the site of the construction work. The following is a list of some of the posted items required:

- Minimum Wage Rate Schedule
- Safety and Health Protection on the Job (compliance safety and health requirements)
- Equal Employment Opportunity Is the Law
- Kentucky Law Requires Equal Opportunity

RECORDS

The Successful Bidder shall maintain Records as required documenting compliance with the Federal and State regulations listed within these specifications. Retention of all required records shall be available for three years after final payment is made and all pending matters are closed.

The Successful Bidder agrees that the Owner, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, along with the Commonwealth of Kentucky Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit, examination, excerpts, transcripts or program review.

The Successful Bidder also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

REPORTING

The Successful Bidder agrees to comply with any reporting requirements that may be required by HUD Federal provisions.

PATENT RIGHTS

The Successful Bidder agrees to comply with HUD Bulletin 90-23, which is regarding the Notice of Assistance Regarding Patent and Copyright Infringement.

1. The Contractor shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Owner, when requested, all evidence and information in possession of the Contractor pertaining to such suit or claim.
3. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architects-engineer subcontracts) and those for material, expected to exceed the Small Purchases threshold.

CLEAN WATER ACT

The Successful Bidder shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act 42 USC 1857 (h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15.

ENERGY EFFICIENCY

The Successful Bidder shall comply if necessary to all 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 94A 163, 89 Stat.871.

PROVISIONS RELATIVE TO KENTUCKY SENATE BILL 258 (1994)

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

1. KRS 136 - Corporation and Utility Taxes
2. KRS 139 - Sales Use Taxes
3. KRS 141 - Income Taxes
4. KRS 338 - Occupational Safety and Health of Employees (OSHA)
5. KRS 341 - Unemployment Compensation
6. KRS 342 - Workers Compensation - Must be on file with the Department of Workers Claims

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968
24 CFR § 135.38 Section 3 Clause.**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) Part 135. The purpose of this part of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

HUD - WAGE RATES

WAGE RATES

The Contractor and all Subcontractors are hereby given notice that this Public Works Project is funded by **U.S. Department of Housing and Urban Development Funds (HUD)** and will require the Contractor and all Sub-Contractors employed by the Contractor to comply with all Federal requirements related to prevailing wages.

The Contractor and all Sub-Contractors employed by the Contractor shall fully comply with the Federal prevailing wage requirements as determined by the U.S. Secretary of Labor in accordance with the "Required Contract Provisions Federal-Aid Construction Contract" provisions (aka Davis-Bacon Act) as inserted within these Specifications. The Contractor's performance and payment bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage clause as provided by this contract. **In accordance with HUD regulations, Federal wage determination preempts any State prevailing wage rate when the State wage rate is higher than the applicable Federally-imposed wage rate.**

All Contractors and Subcontractors affected by the terms of the Davis Bacon Act and/or State Prevailing wage rates shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. Such records shall indicate the hours worked each day by each employee in each classification of work and the amount paid each employee for his work in each classification. The Contractor shall submit copies of accurate payroll records at the time of request for payment. These payroll records shall not be destroyed or removed from this state for one (1) year following the completion of the project. Each contractor and subcontractor subject to the provisions of the Davis-Bacon Act (40 U.S.C. 3141) shall post on the Project Bulletin Board and keep posted in a conspicuous place or places at the site of the construction work a copy or copies of prevailing rates of wages and working hours as prescribed in the Contract, showing the rates of wages prescribed and the working hours for each class of laborers, workmen, and mechanics employed by him for the work of the project.

The Contractor and all Sub-contractors shall strictly comply with these provisions of the contract. A copy of the prevailing rate of wages for McCracken County as determined by the U.S. Secretary of Labor has been attached.

State: Kentucky

Construction Types: Highway

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

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

BRIN0004-002 06/01/2024

	Rates	Fringes
BRICKLAYER (DAVIESS, HANCOCK, HENDERSON, MCLEAN, UNION, AND WEBSTER COUNTIES).....	\$ 33.70	16.57
BRICKLAYER (BUTLER, EDMONSON, HOPKINS, MUHLENBERG, AND OHIO COUNTIES).....	\$ 33.70	16.57
BRICKLAYER (BALLARD, CALDWELL, CARLISLE, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, AND MCCRACKEN COUNTIES).....	\$ 33.70	16.57

BRTN0004-005 06/01/2024

	Rates	Fringes
BRICKLAYER (ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, AND WARREN COUNTIES).....	\$ 33.70	16.57

CARP0357-002 04/01/2025

	Rates	Fringes
PILEDRIVERMAN.....	\$ 34.39	24.02
DIVER.....	\$ 51.21	24.02
CARPENTER.....	\$ 33.89	24.02

ELEC0369-006 05/27/2025

	Rates	Fringes
ELECTRICIAN (BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:).....	\$ 40.96	22.44

ELEC0429-001 06/01/2024

	Rates	Fringes
ELECTRICIAN (ALLEN & SIMPSON COUNTIES).....	\$ 34.92	14.75

ELEC0816-002 06/01/2025

	Rates	Fringes
ELECTRICIAN (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON (EXCEPT A 5 MILE RADIUS OF CITY HALL IN FULTON), GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCrackEN & TRIGG COUNTIES) CABLE SPICERS RECEIVE \$.25 PER HOUR		
ADDITIONAL.....	\$ 36.75	10.29

ELEC1701-003 07/01/2024

	Rates	Fringes
ELECTRICIAN (DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO, UNION & WEBSTER COUNTIES) CABLE SPICERS RECEIVE \$.25 PER HOUR		
ADDITIONAL.....	\$ 37.10	20.03

ELEC1925-002 01/01/2025

	Rates	Fringes
ELECTRICIAN (FULTON COUNTY (UP TO A 5 MILE RADIUS OF CITY HALL IN FULTON)).....	\$ 28.60	15.49
CABLE SPLICER (FULTON COUNTY (UP TO A 5 MILE RADIUS OF CITY HALL IN FULTON)).....	\$ 28.85	15.50

ENGI0181-017 07/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 4 BITUMINOUS DISTRIBUTOR; BURLAP & CURING MACHINE; CEMENT GUN; CONCRETE SAW; CONVEYOR; DECKHAND OILER; GROUT PUMP; HYDRAULIC POST DRIVER; HYDRO SEEDER; MUD JACK; OILER; PAVING JOINT MACHINE; POWER FORM HANDLING EQUIPMENT; PUMP; ROLLER (EARTH); STEERMAN; TAMPING MACHINE; TRACTOR (UNDER 50 H.P.); & VIBRATOR CRANES - WITH BOOMS 150 FT. & OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH OF THE PILING EQUALS OR EXCEEDS 150 FT. - \$1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....	\$ 38.37	19.60
POWER EQUIPMENT OPERATOR GROUP 3 ALL OFF ROAD MATERIAL HANDLING EQUIPMENT, INCLUDING ARTICULATING DUMP TRUCKS; GREASER ON GREASE FACILITIES SERVICING HEAVY EQUIPMENT CRANES - WITH BOOMS 150 FT. & OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH OF THE PILING EQUALS OR EXCEEDS 150 FT. - \$1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....	\$ 39.14	19.60
POWER EQUIPMENT OPERATOR GROUP 2 AIR COMPRESSOR (OVER 900 CU. FT. PER MIN.); BITUMINOUS MIXER; BOOM TYPE TAMPING MACHINE; BULL FLOAT; CONCRETE MIXER (UNDER 21 CU. FT.); DREDGE ENGINEER; ELECTRIC VIBRATOR; COMPACTOR/SELF-PROPELLED COMPACTOR; ELEVATOR (ONE DRUM OR BUCK HOIST); ELEVATOR (WHEN USED TO HOIST BUILDING MATERIAL); FINISH MACHINE; FIREMEN & HOIST (ONE DRUM); FLEXPLANE; FORKLIFT (REGARDLESS OF LIFT HEIGHT); FORM GRADER; JOINT SEALING MACHINE; OUTBOARD MOTOR BOAT; POWER SWEEPER (RIDING TYPE); ROLLER (ROCK); ROSS CARRIER; SKID MOUNTED OR TRAILER MOUNTED CONCRETE PUMP; SKID STEER		

MACHINE WITH ALL ATTACHMENTS; SWITCHMAN OR BRAKEMAN; THROTTLE VALVE PERSON; TRACTAIR & ROAD WIDENING TRENCHER; TRACTOR (50 H.P. OR OVER); TRUCK CRANE OILER; TUGGER; WELDING MACHINE; WELL POINTS;& WHIRLEY OILER CRANES - WITH BOOMS 150 FT. & OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH OF THE PILING EQUALS OR EXCEEDS 150 FT. - \$1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.....\$ 38.69 19.60

POWER EQUIPMENT OPERATOR GROUP 1 A-FRAME WINCH TRUCK; AUTO PATROL; BACKFILLER; BATCHER PLANT; BITUMINOUS PAVER; BITUMINOUS TRANSFER MACHINE; BOOM CAT; BULLDOZER; MECHANIC; CABLEWAY; CARRY-ALL SCOOP; CARRY DECK CRANE; CENTRAL COMPRESSOR PLANT; CHERRY PICKER; CLAMSHELL; CONCRETE MIXER (21 CU. FT. OR OVER); CONCRETE PAVER; TRUCK-MOUNTED CONCRETE PUMP; CORE DRILL; CRANE; CRUSHER PLANT; DERRICK; DERRICK BOAT; DITCHING & TRENCHING MACHINE; DRAGLINE; DREDGE OPERATOR; DREDGE ENGINEER; ELEVATING GRADER & LOADERS; GRADE-ALL; GURRIES; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HIGH LIFT; HOE-TYPE MACHINE; HOIST (TWO OR MORE DRUMS); HOISTING ENGINE (TWO OR MORE DRUMS); HORIZONTAL DIRECTIONAL DRILL OPERATOR; HYDROCRANE; HYSTER; KECAL LOADER; LETOURNEAU; LOCOMOTIVE; MECHANIC; MECHANICALLY OPERATED LASER SCREED; MECHANIC WELDER; MUCKING MACHINE; MOTOR SCRAPER; ORANGEPEEL BUCKET; OVERHEAD CRANE; PILEDRIVER; POWER BLADE; PUMPCRETE; PUSH DOZER; ROCK SPREADER, ATTACHED TO EQUIPMENT; ROTARY DRILL; ROLLER (BITUMINOUS); ROUGH TERRAIN CRANE; SCARIFIER; SCOOPMOBILE; SHOVEL; SIDE BOOM; SUBGRADER; TAILBOOM; TELESCOPING TYPE FORKLIFT; TOW OR PUSH BOAT; TOWER CRANE (FRENCH, GERMAN & OTHER TYPES); TRACTOR SHOVEL; TRUCK CRANE; TUNNEL MINING MACHINES, INCLUDING MOLES, SHIELDS OR SIMILAR TYPES OF TUNNEL MINING EQUIPMENT CRANES - WITH BOOMS 150 FT. & OVER (INCLUDING JIB), AND WHERE THE LENGTH OF THE BOOM IN COMBINATION WITH THE LENGTH OF THE PILING EQUALS OR EXCEEDS 150 FT. - \$1.00 ABOVE GROUP 1 RATE EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10% ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK....\$ 41.55 19.60

IRON0070-005 06/01/2025

Rates Fringes

IRONWORKER: STRUCTURAL; ORNAMENTAL; REINFORCING; PRECAST CONCRETE ERECTORS (BUTLER COUNTY (EASTERN EIGHTH, INCLUDING THE TOWNSHIPS OF DECKER, LEE & TILFORD); EDMONSON COUNTY (NORTHERN THREE-FOURTHS, INCLUDING THE TOWNSHIPS OF ASPHALT, BEE SPRING, BROWNSVILLE, GRASSLAND, HUFF, KYROCK, LINDSEYVILLE, MAMMOTH CAVE, OLLIE, PROSPERITY, RHODA, SUNFISH & SWEDEN)).....\$ 36.17 25.80

IRON0103-004 08/01/2024

Rates Fringes

IRONWORKERS: (DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION & WEBSTER COUNTIES BUTLER COUNTY (TOWNSHIPS OF ABERDEEN, BANCOCK, CASEY, DEXTERVILLE, DUNBAR, ELFIE, GILSTRAP, HUNTSVILLE,

LOGANSPOURT, MONFORD, MORGANTOWN, PROVO, ROCHESTER,
 SOUTH HILL & WELCHS CREEK); CALDWELL COUNTY
 (NORTHEASTERN THIRD, INCLUDING THE TOWNSHIP OF
 CRESWELL); CHRISTIAN COUNTY (NORTHERN THIRD,
 INCLUDING THE TOWNSHIPS OF APEX, CROFTON, KELLY,
 MANNINGTON & WYNNS); CRITTENDEN COUNTY
 (NORTHEA.....\$ 35.34 26.40

IRON0492-003 05/01/2025

Rates Fringes

IRONWORKERS: (ALLEN, LOGAN, SIMPSON, TODD &
 WARREN COUNTIES BUTLER COUNTY (SOUTHERN THIRD,
 INCLUDING THE TOWNSHIPS OF BOSTON, BERRYS LICK,
 DIMPLE, JETSON, QUALITY, SHARER, SUGAR GROVE &
 WOODBURY); CHRISTIAN COUNTY (EASTERN TWO-THIRDS,
 INCLUDING THE TOWNSHIPS OF BENNETTSTOWN, CASKY,
 HERNDON, HOPKINSVILLE, HOWELL, MASONVILLE, PEMBROKE
 & THOMPSONVILLE); EDMONSON COUNTY (SOUTHERN
 FOURTH, INCLUDING THE TOWNSHIPS OF CHALYBEATE
 & ROCKY HILL); MUHLENBERG COUNTY (SOUTHERN
 EIGHTH, I.....\$ 35.32 16.44

IRON0782-006 08/01/2025

Rates Fringes

IRONWORKERS:: PROJECTS WITH A TOTAL CONTRACT COST
 OF \$20,000,000.00 OR ABOVE (BALLARD, CALLOWAY,
 CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON,
 LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES
 CALDWELL COUNTY (SOUTHWESTERN TWO-THIRDS, INCLUDING
 THE TOWNSHIPS OF CEDAR BLUFF, CIDER, CLAXTON,
 COBB, CROWTOWN, DULANEY, FARMERSVILLE, FREDONIA,
 MCGOWAN, OTTER POND & PRINCETON); CHRISTIAN
 COUNTY (WESTERN THIRD, EXCLUDING THE TOWNSHIPS OF
 APEX, CROFTON, KELLY, MANNINGTON, WYNNS,
 BENNETTSTOWN, CASKY.....\$ 37.47 26.49

IRONWORKERS:: ALL OTHER WORK (BALLARD, CALLOWAY,
 CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON,
 LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES
 CALDWELL COUNTY (SOUTHWESTERN TWO-THIRDS, INCLUDING
 THE TOWNSHIPS OF CEDAR BLUFF, CIDER, CLAXTON,
 COBB, CROWTOWN, DULANEY, FARMERSVILLE, FREDONIA,
 MCGOWAN, OTTER POND & PRINCETON); CHRISTIAN
 COUNTY (WESTERN THIRD, EXCLUDING THE TOWNSHIPS OF
 APEX, CROFTON, KELLY, MANNINGTON, WYNNS,
 BENNETTSTOWN, CASKY, HERNDON, HOPKINSVILLE, HOWELL,
 MASONVILLE, PEM.....\$ 35.63 26.49

LAB00189-005 07/01/2025

Rates Fringes

LABORERS: 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 (BALLARD,
 CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,
 LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES)....\$ 27.77 19.66

LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE
 NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP
 OPERATOR; BLASTER; SIDE RAIL SETTER; RAIL PAVED
 DITCHES; SCREW OPERATOR; TUNNEL (FREE AIR); WATER

BLASTER (BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES).....	\$ 27.17	19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY & STORM SEWER); BRICKMASON TENDER; MORTAR MIXER OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER; BUSHAMMER; CHAIN SAW OPERATOR; CONCRETE SAW OPERATOR; DECKHAND SCOW MAN; DRY CEMENT HANDLER; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC & HAZARDOUS WASTE - LEVEL C; FORKLIFT OPERATOR FOR MASONARY; FORM SETTER; GREEN CONCRETE CUTTING; HAND OPERATED GROUTER & GRINDER MACHINE OPERATOR; JACKHAMMER; PAVEMENT BREAKER; PAVING JOINT MACHINE; PIPELAYER; PLASTIC PIPE FUSION; POWER DRIVEN GEORGIA BUGGY & WHEEL BARROW; POWER POST HOLE DIGGER; PRECAST MANHOLE SETTER; WALK-BEHIND TAMPER; WALK-BEHIND TRENCHER; SAND BLASTER; CONCRETE CHIPPER; SURFACE GRINDER; VIBRATOR OPERATOR; WAGON DRILLER (BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES).....	\$ 27.12	19.66
LABORERS: 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 (BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES).....	\$ 26.87	19.66

LAB00189-006 07/01/2025

Rates

Fringes

LABORERS: 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 (ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES).....	\$ 27.77	19.66
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP OPERATOR; BLASTER; SIDE RAIL SETTER; RAIL PAVED DITCHES; SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER (ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES).....	\$ 27.17	19.66
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY & STORM SEWER); BRICKMASON TENDER; MORTAR MIXER OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER; BUSHAMMER; CHAIN SAW OPERATOR; CONCRETE SAW OPERATOR; DECKHAND SCOW MAN; DRY CEMENT HANDLER; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC &		

HAZARDOUS WASTE - LEVEL C; FORKLIFT OPERATOR FOR MASONARY; FORM SETTER; GREEN CONCRETE CUTTING; HAND OPERATED GROUTER & GRINDER MACHINE OPERATOR; JACKHAMMER; PAVEMENT BREAKER; PAVING JOINT MACHINE; PIPELAYER; PLASTIC PIPE FUSION; POWER DRIVEN GEORGIA BUGGY & WHEEL BARROW; POWER POST HOLE DIGGER; PRECAST MANHOLE SETTER; WALK-BEHIND TAMPER; WALK-BEHIND TRENCHER; SAND BLASTER; CONCRETE CHIPPER; SURFACE GRINDER; VIBRATOR OPERATOR; WAGON DRILLER (ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES).....	\$ 27.12	19.66
LABORERS: 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 (ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG & WARREN COUNTIES).....	\$ 26.87	19.66

LAB00561-001 07/01/2025

Rates

Fringes

LABORERS: 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 (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES)...	\$ 29.45	18.77
LABORERS: GROUP 3 ASPHALT LUTEMAN & RAKER; GUNNITE NOZZLEMAN; GUNNITE OPERATOR & MIXER; GROUT PUMP OPERATOR; BLASTER; SIDE RAIL SETTER; RAIL PAVED DITCHES; SCREW OPERATOR; TUNNEL (FREE AIR); WATER BLASTER (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES).....	\$ 28.85	18.77
LABORERS: GROUP 2 BATTER BOARD MAN (SANITARY & STORM SEWER); BRICKMASON TENDER; MORTAR MIXER OPERATOR; SCAFFOLD BUILDER; BURNER & WELDER; BUSHAMMER; CHAIN SAW OPERATOR; CONCRETE SAW OPERATOR; DECKHAND SCOW MAN; DRY CEMENT HANDLER; ENVIRONMENTAL - NUCLEAR, RADIATION, TOXIC & HAZARDOUS WASTE - LEVEL C; FORKLIFT OPERATOR FOR MASONARY; FORM SETTER; GREEN CONCRETE CUTTING; HAND OPERATED GROUTER & GRINDER MACHINE OPERATOR; JACKHAMMER; PAVEMENT BREAKER; PAVING JOINT MACHINE; PIPELAYER; PLASTIC PIPE FUSION; POWER DRIVEN GEORGIA BUGGY & WHEEL BARROW; POWER POST HOLE DIGGER; PRECAST MANHOLE SETTER; WALK-BEHIND TAMPER; WALK-BEHIND TRENCHER; SAND BLASTER; CONCRETE CHIPPER; SURFACE GRINDER; VIBRATOR OPERATOR; WAGON DRILLER (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES).....	\$ 28.80	18.77

LABORERS: 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
 (CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES)...\$ 28.55 18.77

PAIN0032-002 09/01/2024

	Rates	Fringes
PAINTERS: BRIDGES (BALLARD COUNTY).....	\$ 36.77	21.77
PAINTERS: ALL OTHER WORK (BALLARD COUNTY) SPRAY, BLAST, STEAM, HIGH & HAZARDOUS (INCLUDING LEAD ABATEMENT) AND ALL EPOXY - \$1.00 PREMIUM.....	\$ 34.47	21.77

PAIN0118-003 06/01/2014

	Rates	Fringes
PAINTERS: SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING (EDMONSON COUNTY).....	\$ 19.50	11.97
PAINTERS: BRUSH & ROLLER (EDMONSON COUNTY).....	\$ 18.50	11.97

PAIN0156-006 04/01/2024

	Rates	Fringes
PAINTERS: BRIDGES (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 4).....	\$ 35.00	20.30
PAINTERS: BRIDGES (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 3).....	\$ 31.77	20.30
PAINTERS: BRIDGES (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 1).....	\$ 30.77	20.30
PAINTERS: ALL OTHER WORK: (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 4).....	\$ 31.77	20.30
PAINTERS: ALL OTHER WORK: (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 3).....	\$ 30.62	20.30
PAINTERS: ALL OTHER WORK: (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 2).....	\$ 30.37	20.30
PAINTERS: ALL OTHER WORK: (DAVISS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER COUNTIES) (GROUP 1).....	\$ 29.62	20.30

PAIN0500-002 06/01/2025

	Rates	Fringes
PAINTERS: BRIDGES (CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCrackEN & TRIGG COUNTIES) WATERBLASTING UNITS WITH 3500 PSI AND ABOVE - \$.50 PREMIUM SPRAYPAINTING AND ALL ABRASIVE BLASTING - \$1.00 PREMIUM WORK 40 FT. AND ABOVE GROUND LEVEL - \$1.00 PREMIUM.....	\$ 31.50	15.60

PAINTERS: ALL OTHER WORK (CALDWELL, CALLOWAY,
 CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES,
 HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL,
 MCCRACKEN & TRIGG COUNTIES) WATERBLASTING UNITS
 WITH 3500 PSI AND ABOVE - \$.50 PREMIUM
 SPRAYPAINTING AND ALL ABRASIVE BLASTING - \$1.00
 PREMIUM WORK 40 FT. AND ABOVE GROUND LEVEL - \$1.00
 PREMIUM.....\$ 25.25 15.60

PLUM0184-002 07/01/2025

	Rates	Fringes
PLUMBER; STEAMFITTER (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN AND TRIGG COUNTIES).....\$ 44.26	44.26	20.28

PLUM0502-004 08/01/2024

	Rates	Fringes
PLUMBER; STEAMFITTER (ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN).....\$ 41.90	41.90	24.89

PLUM0633-002 08/01/2024

	Rates	Fringes
PLUMBER/PIPEFITTER (DAVIESS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:).....\$ 38.41	38.41	22.26

TEAM0089-003 04/01/2025

	Rates	Fringes
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 4).....\$ 26.00	26.00	27.81
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 3).....\$ 26.98	26.98	27.81
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 2).....\$ 25.90	25.90	27.81
TRUCK DRIVERS: ZONE 1: (ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES) (Group 1).....\$ 25.72	25.72	27.81

TEAM0215-003 04/01/2025

	Rates	Fringes
TRUCK DRIVER GROUP 4 EUCLID AND OTHER HEAVY EARTH MOVING EQUIPMENT; LOW BOY; ARTICULATOR CAT; 5 AXLE VEHICLE; WINCH AND A- FRAME WHEN USED IN TRANSPORTING MATERIALS; ROSS CARRIER; FORK LIFT WHEN USED TO TRANSPORT BUILDING MATERIALS; DRIVER ON PAVEMENT BREAKER (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES).....\$ 27.66	27.66	27.81
TRUCK DRIVER GROUP 3 SINGLE AXLE DUMP; FLAT BED; ALL TERRAIN VEHICLE WHEN USED TO HAUL MATERIALS; SEMI TRAILER OR POLE TRAILER WHEN USED TO PULL BUILDING MATERIALS AND EQUIPMENT; TANDEM AXLE DUMP; DRIVER OF DISTRIBUTORS; MIXER ALL TYPES (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES).....\$ 27.65	27.65	27.81
TRUCK DRIVER GROUP 2 TRUCK MECHANIC (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO & WEBSTER COUNTIES).....\$ 27.58	27.58	27.81
TRUCK DRIVER GROUP 1 GREASER, TIRE CHANGER (DAVIESS, HANCOCK, HENDERSON, HOPKINS, MCLEAN,		

MUHLENBERG, OHIO & WEBSTER COUNTIES).....\$ 27.35 27.81

TEAM0236-001 04/01/2025

Rates Fringes

TRUCK DRIVER GROUP 5 MIXER ALL TYPES (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES)...\$ 26.00 27.81

TRUCK DRIVER GROUP 4 EUCLID AND OTHER HEAVY EARTH MOVING EQUIPMENT; LOW BOY; ARTICULATOR CAT; FIVE AXLE VEHICLE; WINCH AND A-FRAME WHEN USED IN TRANSPORTING MATERIALS; ROSS CARRIER (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES)...\$ 25.98 27.81

TRUCK DRIVER GROUP 3 SINGLE AXLE DUMP; FLAT BED; ALL TERRAIN VEHICLE WHEN USED TO HAUL MATERIALS; SEMI TRAILER OR POLE TRAILER WHEN USED TO PULL BUILDING MATERIALS AND EQUIPMENT; TANDEM AXLE DUMP; DRIVERS OF DISTRIBUTORS (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES).....\$ 25.90 27.81

TRUCK DRIVER GROUP 2 TRUCK MECHANIC (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES)...\$ 25.90 27.81

TRUCK DRIVER GROUP 1 GREASER, TIRE CHANGER (BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES)...\$ 25.72 27.81

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this

wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than **SU**, **UAVG**, **SA**, or **SC** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **SU** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may

include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ◆SA◆ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ◆SA◆ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION

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**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

BID PROPOSAL – CLEMENTS ST-FARLEY PLACE SIDEWALK PROJECT

Proposal of _____
(hereinafter called Bidder), organized and existing under the laws of _____
(state) and doing business as _____*, as
applicable to the City of Paducah, Kentucky (hereinafter referred to as Owner.)

*Insert "A Corporation", A Partnership" or "An Individual"

In compliance with your Invitation for Bid, Bidder hereby proposes to furnish all the necessary labor, materials, equipment, tools and services necessary to complete the **City of Paducah's Clements St-Farley Place Sidewalk Project** in accordance with the specifications and other contract documents prepared by the City Engineering Department, at the prices stated below.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independent, without consultation, communication or agreement as to any matter relating to this Bid with any other Bidder or with any other competitor.

Bid prices shall begin upon the execution of the contract. Bid prices are firm and will not be altered during the contract period. Bids shall include sales tax and all other applicable taxes and fees.

Security in the sum of **Five Thousand Dollars (\$5,000.00)**, in the form of a Bid Bond or cashier's check, is submitted herewith in accordance with the Specifications. This Security is furnished to the Owner as a guarantee that the agreement will be executed and all bonds required shall be furnished within ten (10) days after award of the Contract to the undersigned.

If Notice of Award is given to the Bidder within Fourteen (14) days after the time of receipt of Bids, the Bidder agrees to execute and deliver a Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented for signature.

The confidential Bidder's Affidavit has been attached indicating the Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth. Additionally, the Non-Collusion Certification has been attached indicating the Bidder has not directly or indirectly participated in any collusion in connection with this Bid Proposal.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed. The contract time period will conclude on August 31, 2026.

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all Bids in accordance with the City of Paducah's Code of Ordinances and the Specifications.

BID PROPOSAL:

CONCRETE REMOVAL AND REPLACEMENT: CLEMENTS ST

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)		S.Y.	\$	\$
2	Concrete Handicap Ramp		S.Y.	\$	\$
3	Concrete Curb and Gutter		L.F.	\$	\$
4	Concrete Entrance Pavement – 6" (Residential)		S.Y.	\$	\$
5	Concrete Entrance Pavement – 8" (Commercial)		S.Y.	\$	\$
6	Deep Saw Cut		L.F.	\$	\$
7	Concrete Header Curb – 12"		L.F.	\$	\$
8	Retaining Wall Removal		L.F.	\$	\$

TOTAL MULTIPLIED AMOUNT: _____

CONCRETE REMOVAL AND REPLACEMENT: FARLEY PLACE

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)		S.Y.	\$	\$
2	Concrete Handicap Ramp		S.Y.	\$	\$
3	Concrete Curb and Gutter		L.F.	\$	\$
4	Concrete Entrance Pavement – 6" (Residential)		S.Y.	\$	\$
5	Concrete Entrance Pavement – 8" (Commercial)		S.Y.	\$	\$
6	Deep Saw Cut		L.F.	\$	\$
7	Concrete Header Curb – 12"		L.F.	\$	\$
8	Retaining Wall Removal		L.F.	\$	\$

TOTAL MULTIPLIED AMOUNT: _____

The Successful Bidders Unit Bid Prices for Concrete Removal and Replacement will be utilized for the Contract Prices. Bidder understands that the City will not guarantee any quantity of work nor, a total Contract amount.

ADDENDUM:

The undersigned hereby acknowledges receipt of the following Addenda (if any):

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

ATTACHMENTS REQUIRED:

1. Bid Bond in amount of \$5,000
2. Bidder's Required Certifications Affidavit signed and notarized
3. All additional information as required within the technical specifications

CONCRETE SUPPLIER:

Name of Concrete Supplier _____

BID DOCUMENTS:

Bid Documents including the Bid Guaranty, shall be enclosed in an envelope clearly labeled with the words "**Bid Documents, Name of Project, Name of Bidder, and Date and Time of Bid Opening**," in order to guard against premature opening of the bid. **Bids received late will be disqualified and returned to the sender unopened.**

The Bidder herein certifies that all specifications have been reviewed and that any variations to the said specifications, including exceptions to or enhancements to same, are clearly indicated as an attachment to this bid. Additionally, the Bidder has examined the location of the proposed work and is familiar with the local conditions at the place where the work is to be performed.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

BIDDER: _____

BY: _____ DATE: _____

TITLE: _____

ADDRESS: _____

PHONE: _____ FAX: _____

CELL PHONE: _____ E-MAIL: _____

FEDERAL TAXPAYER IDENTIFICATION NUMBER: _____

KENTUCKY STATE REGISTRATION NUMBER: _____

CITY OF PADUCAH BUSINESS LICENSE NUMBER: _____

**CITY OF PADUCAH, KENTUCKY
BIDDER'S REQUIRED CERTIFICATIONS**

CLEMENTS ST-FARLEY PLACE SIDEWALK PROJECT

The Bidder is hereby given notice that in accordance with the statutes of the Commonwealth of Kentucky, the Bidder is required to submit the following Certifications with the Bid Proposal. **Failure to comply with this requirement will make the Bid Non-Responsive and shall result in disqualification of the submitted Bid Proposal.**

1. **NON-COLLUSION**

The affiant does solemnly swear, under penalty of perjury under the Laws of the United States, that I, the undersigned Bidder, and/or any agents, officers, employees and/or subcontractors employed, or that may be employed for any activity covered by the above Project 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 Bid Proposal.

2. **WORKERS' COMPENSATION AFFIDAVIT**

The affiant does solemnly swear, under penalty of perjury pursuant to KRS 198B.060(10), that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project shall be in full compliance with Kentucky's requirements for Workers' Compensation Insurance according to KRS 342, and Unemployment Insurance according to KRS Chapter 341.

The affiant acknowledges that failure on the affiant's part to comply with the foregoing assurances can result in a fine not to exceed four thousand dollars (\$4,000.00) or an amount equal to the sum of all uninsured and unsatisfied claims that might be prosecuted under the provisions of KRS 342 or unemployment insurance claims that might be prosecuted under the provisions of KRS 341, whichever is greater.

3. **CAMPAIGN FINANCE LAWS**

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project have not knowingly violated any provisions of the **Campaign Finance Laws** of the Commonwealth of Kentucky; and that the award of a Contract to the Bidder or the entity in which he/she represents will not violate any provisions of the **Campaign Finance Laws** of the Commonwealth. This information provided by the Bidder will be considered confidential and exempt from the Kentucky Open Records Law.

4. **KRS 45A.343**

The affiant does solemnly swear, under penalty of perjury, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are fully aware of the requirements and penalties outlined in KRS 45A.343 requiring the following:

- (a) the Contractor and all Subcontractors performing the work under the Contract to reveal any final determination of a violation within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor; and that
- (b) the Contractor and all Subcontractors performing the work under the Contract to be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the Contractor or Subcontractor for the duration of the Contractor.

Failure to reveal a final determination of a violation or to comply with the statutes for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the eligibility for future contracts for a period of two (2) years.

5. KY DEPT OF REVENUE

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project 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.

6. STATE TAXES AND FEES

The affiant does solemnly swear, under penalty of perjury, that in accordance with KRS 45A.395, that I, the undersigned Bidder, and/or any agents, officers, employees and/or Subcontractors employed, or that may be employed, for any activity covered by the above Project are **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.

Therefore, as a duly authorized representative for the Bidder, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge the City of Paducah, Kentucky is reasonably relying upon these statements in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds, and other available remedies under law.

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Date: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was sworn to and acknowledged before me this _____ day of _____, 20__ by _____, _____ (title) of _____ (Name of Company).

My commission expires: _____.

Notary Public, State at Large

S E A L

**CITY OF PADUCAH, KENTUCKY
ENGINEERING DEPARTMENT**

AGREEMENT FOR CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT

THIS AGREEMENT, made this _____ day of _____, 20__ by and between the **CITY OF PADUCAH**, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**, for the consideration hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary for the **CLEMENTS ST – FARLEY PLACE SIDEWALK PROJECT**. All Work shall be in accordance with this Agreement, Specifications and any Addendum(s) issued.

Throughout the performance of this Contract, the Engineering Department of the City of Paducah shall, in all respects, be acting as both Engineer and agent for the Owner, City of Paducah. All work done by the Contractor shall be completed under the general supervision of the Engineer or designated representative.

ARTICLE 2. CONTRACT TIME

This Contract shall be binding upon the City and the Contractor, his partners, successors, assigns, and legal representatives for the contract time ending August 31, 2026. Neither the City nor the Contractor shall have the right to assign, transfer, or sublet their interests or obligations hereunder without consent of the other party.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract at the rates listed below for Concrete Removal and Replacement Work and Excavation Work as quoted in the Bid Proposal by the Contractor dated June 11, 2026, which shall constitute full compensation for the work and services authorized herein. Contract prices are firm and will not be altered during the contract period. The Contractor agrees that no minimum amount of purchase shall be required.

Bid prices shall begin upon the execution of this Agreement. Bid prices are firm and will not be altered during the contract period. The Bidder agrees that no minimum amount of purchase shall be required. Bids shall include sales tax and all other applicable taxes and fees.

Concrete Removal and Replacement Unit Prices- Clements St

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)		S.Y.	\$	\$
2	Concrete Handicap Ramp		S.Y.	\$	\$
3	Concrete Curb and Gutter		L.F.	\$	\$
4	Concrete Entrance Pavement – 6” (Residential)		S.Y.	\$	\$
5	Concrete Entrance Pavement – 8” (Commercial)		S.Y.	\$	\$
6	Deep Saw Cut		L.F.	\$	\$
7	Concrete Header Curb – 12”		L.F.	\$	\$
8	Retaining Wall Removal		L.F.	\$	\$

Concrete Removal and Replacement Unit Prices- Farley Place

ITEM NO	DESCRIPTION	EST. UNIT TOTAL	UNIT	UNIT BID PRICE	TOTAL BID PRICE
1	Concrete Sidewalk (Remove & Construct)		S.Y.	\$	\$
2	Concrete Handicap Ramp		S.Y.	\$	\$
3	Concrete Curb and Gutter		L.F.	\$	\$
4	Concrete Entrance Pavement – 6” (Residential)		S.Y.	\$	\$
5	Concrete Entrance Pavement – 8” (Commercial)		S.Y.	\$	\$
6	Deep Saw Cut		L.F.	\$	\$
7	Concrete Header Curb – 12”		L.F.	\$	\$
8	Retaining Wall Removal		L.F.	\$	\$

ARTICLE 4. PROGRESS PAYMENTS

The Contractor may submit each month, and no more than once a month, a Request for Payment for Work completed in accordance with the Specifications. The Owner will make partial payments on or about thirty, (30) days after submission of a properly completed invoice and approval of the completed work. At the Engineer's discretion, a ten percent (10%) retainage may be held until final completion and acceptance of the work.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due sixty, (60) days after substantial completion of the work, provided the work will then be fully completed and the Contract fully performed in accordance with the specifications.

ARTICLE 6. THE CONTRACT DOCUMENTS

The Specifications and any addendum that may have been issued are fully a part of this Contract as if thereto attached or herein repeated.

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

CONTRACTOR

BY _____

ADDRESS:

CITY OF PADUCAH, KENTUCKY

BY _____
George Bray, Mayor

ADDRESS:
Post Office Box 2267
Paducah, Kentucky 42002-2267

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Principal - Bidder)

as Principal, hereinafter called the Principal, and _____
(Name of Surety - Insurance Company)

a Corporation duly organized under the laws of the State of _____
(State)

as Surety, hereinafter called the Surety, are held and firmly bound unto the **CITY OF PADUCAH, KENTUCKY**, as Obligee, hereinafter called the Obligee, in the sum of:

\$ _____ (_____ Dollars and _____ Cents)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for _____
(Name of Project)

Dated _____ to the **CITY OF PADUCAH, KENTUCKY**, Obligee.

NOW, THEREFORE:

If the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract documents and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this _____ day of _____ 20__.

(Principal - Bidder)

(Title)

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____ Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said Bond on behalf of the Principal was then _____ of said Corporation; that I knew his/her signature, and his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of its governing body.

(Principal- Bidder Corporate Secretary)

(Corporate Seal)

SURETY: Signed and sealed this _____ day of _____ 20__.

(Surety - Insurance Company)

(Title)

(SEAL)

Attach Surety Power of Attorney

FORM OF PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter
(Name of Principal)

called the Principal and _____ a Corporation duly organized under
(Name of Surety - Insurance Company)

the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly
(State)

bound unto the **CITY OF PADUCAH, KENTUCKY**, as Oblige, hereinafter called the Oblige, in the sum of:

\$ _____ (_____ Dollars and _____ Cents)

which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these Presents.

WHEREAS, on the _____ day of _____, 20_____, the Principal entered into a contract with the **CITY OF PADUCAH, KENTUCKY**, for _____ Project, which Contract is by reference made a part hereof and is hereafter referred to as the Contract:

NOW, THEREFORE, the Condition of this Obligation is such that, if the Principal shall faithfully perform said Contract according to its terms, covenants, and conditions, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL: Signed and sealed this _____ day of _____ 20_____.

(Principal - Bidder)

(Title)

(SEAL)

SURETY: Signed and sealed this _____ day of _____ 20_____.

(Surety - Insurance Company)

(Title)

(SEAL)

Attach Surety Power of Attorney

FORM OF LABOR AND MATERIAL PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, hereinafter
(Name of Principal)

called the Principal and _____ a Corporation duly organized under
(Name of Surety - Insurance Company)

the laws of the State of _____ as Surety, hereinafter called the Surety, are held and firmly
(State)

bound unto the **CITY OF PADUCAH, KENTUCKY**, as Oblige, hereinafter called the Oblige, in the sum of:

\$ _____ (_____ Dollars and _____ Cents)

which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these Presents.

WHEREAS, on the _____ day of _____, 20____, the Principal entered into a contract with the **CITY OF PADUCAH, KENTUCKY**, for _____ Project, which Contract is by reference made a part hereof and is hereafter referred to as the Contract:

NOW, THEREFORE, the Condition of this Obligation is such that, if the Principal shall pay all laborers, mechanics, subcontractors, materialmen and all persons who shall supply said Principal or said subcontractors with provisions and supplies for the carrying on of such work, then this obligation shall be null and void; otherwise to remain in full force and effect.

PRINCIPAL: Signed and sealed this _____ day of _____, 20____.

(Principal - Bidder)

(Title)

(SEAL)

SURETY: Signed and sealed this _____ day of _____, 20____.

(Surety - Insurance Company)

(Title)

(SEAL)

Attach Surety Power of Attorney

NOTICE OF AWARD

TO: CONTRACTOR

PROJECT: PROJECT

After consideration of all Bids received for the above referenced **PROJECT**, you are hereby notified that your Bid dated _____, has been accepted as the responsive bid with the lowest bid price in accordance with the specifications. This Award is contingent upon final approval of the City of Paducah Board of Commissioners.

You are hereby required by the Information for Bidders to execute and deliver the Contract Agreement and to furnish the required Bond(s) and Certificate of Insurance within **Ten (10) calendar days** from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bond(s) and Certificate of Insurance within the stipulated time period, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
City Engineer

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____,
20__.

By _____

Title _____

NOTICE TO PROCEED

TO: CONTRACTOR

PROJECT: PROJECT

You are hereby notified to commence work in accordance with the Agreement dated _____, on or before _____, and you are to complete the WORK within **XXXXXX** **consecutive calendar days** thereafter. The date of completion of all WORK is therefore _____. The contract completion date shall be adjusted for all documented shut down periods and approved extensions as outlined in the specifications.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

OWNER
CITY OF PADUCAH, KY

By: _____
City Engineer

Date: _____

ACCEPTANCE OF NOTICE

Receipt of this NOTICE is hereby acknowledged by: _____

of _____ (Name of Company), this the ____ day of _____,
20__.

By _____

Title _____

**CITY OF PADUCAH
ENGINEERING DEPARTMENT
CHANGE ORDER**

CHANGE ORDER NO: _____
DATE: _____
NAME OF PROJECT: _____
OWNER: _____ City of Paducah, Kentucky _____
VENDOR: _____

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

ADDITIONS	\$ _____
DEDUCTIONS	\$ _____

CONTRACT PRICE DUE TO THIS CHANGE ORDER WILL BE INCREASED BY:	\$ _____
ORIGINAL CONTRACT PRICE:	\$ _____
CURRENT CONTRACT PRICE ADJUSTED BY PREVIOUS CHANGE ORDERS:	\$ _____
NEW CONTRACT PRICE INCLUDING THIS CHANGE ORDER WILL BE:	\$ _____
THE CONTRACT TIME WILL BE INCREASED BY:	_____ XXX Days

APPROVALS REQUIRED:

VENDOR

DATE

CITY ENGINEER

DATE

MAYOR:

DATE

PROGRESS AND COMPLETION OF WORK

NOTICE TO PROCEED

Following the execution of the Contract by the Owner, a written Notice to Proceed with the work will be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work in a responsible and timely manner.

PRE-CONSTRUCTION CONFERENCE

Prior to issuance of the Notice to Proceed, a pre-construction conference will be held with representatives of the Contractor, Sub-Contractors, and Engineer in attendance. Discussion will center on each party's responsibility towards the other, the Contractor's plans for prosecution of the work and subcontracting.

CONTRACT TIME

The work that the Contractor is required to perform under this Contract shall commence at the time stipulated by the Owner in the Notice to Proceed to the Contractor and be fully completed thereafter as stated in the Agreement. Every calendar day, except as provided herein, shall be counted as a working day.

SCHEDULE OF COMPLETION

The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of work, the anticipated monthly payments to become due to the Contractor, and estimated dates of completion of the several parts.

LIQUIDATED DAMAGES

Contractor acknowledges that the time for completion is an essential element and consideration for this contract. The liquidated damages charge, as set forth below, is not a penalty but is intended to compensate the Owner for expense, public inconvenience, and increased time in administering the contract, particularly for engineering and inspection required beyond the time specified in the contract, with time extensions, if any, taken into consideration.

It shall be the responsibility of the Owner to render decisions in connection with the liquidated damages, and such decisions rendered shall be final. Time extension requests must be submitted each month with the monthly estimate documented; otherwise, it will be expected that no request is needed and no time extensions will be allowed for that period.

At the expiration of the time allowed for completion, including any time extensions granted in writing, the liquidated damages charges shall be in the amount of **Two Hundred Dollars (\$200.00)** per each consecutive calendar day. The liquidated damages charges shall be deducted by the Owner from the Contractor's contract payments.

CHANGES IN THE WORK

The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation affected by the change shall be adjusted at the time of ordering such change.

EXTRA WORK

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as extra work. The Contractor shall do such extra work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Engineer.

In the absence of such written order, no claim for extra work will be considered. Extra work will be performed in accordance with these Specifications where applicable and work not covered by the Specifications or Special Provisions shall be done in accordance with the best practice as approved by the Engineer. Extra work required in an emergency to protect life and property shall be performed by the Contractor as required.

EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner as noted as Excusable Delays, may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer, provided, however, that the Contractor shall within ten (10) days of such occurrence, give written notice to the Engineer or cause of such delay and of his intention to request an extension of Contract time. If, on the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work to a period of time commensurate with the period of excusable delay.

EXCUSABLE DELAYS

The Contractor may request an extension of Contract time based on the following Excusable Delays, and the Contractor shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:

- (1) Any acts of the federal government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency;
- (2) Any acts of the Owner;
- (3) Causes not reasonably foreseeable by the parties at the time of the execution of the contract that are beyond the control and without the fault or negligence of contractor, including, but not restricted to, acts of God, acts of the public enemy, acts of another contractor in the performance of some other contract with the Owner, earthquake, fire, flood, epidemic, strike or work stoppage, freight embargo, and weather of unusual severity such as hurricane, tornado, cyclone and other extreme weather conditions; and
- (4) Any delay of any subcontractor occasioned by any of the above-mentioned causes. However, Contractor must promptly notify the Owner within ten (10) days of the occurrence of a delay attributable to one or more of the aforementioned causes in writing of the cause of the delay.

INSURANCE, LEGAL RESPONSIBILITY AND PUBLIC SAFETY

INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his subcontractors, the Owner, including agents of the Owner, and the Engineer from claims for bodily injury, death or property damage, which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all insurance required under this paragraph, and shall have filed the certificate of insurance or a certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the Owner of intention to cancel.

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

1. Commercial General Liability-Occurrence:
 - a. \$2,000,000 Minimum General Aggregate,
 - b. \$2,000,000 Products & Complete Aggregate,
 - c. \$1,000,000 Personal & Advertising,
 - d. \$1,000,000 each occurrence.
2. Automobile Liability: \$1,000,000 per accident
Liability shall include all owned, non-owned, and hired vehicles in connection with this project
3. Employers Liability:
 - a. \$1000,000 Each Accident Bodily Injury
 - b. \$500,000 Policy limit Bodily Injury by Disease
 - c. \$100,000 Each Employee bodily Injury by Disease
4. The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
 - a. Policy contains no deductible clauses -or-
 - b. Policy contains \$_____ deductible property damage clause; however, Company will pay claim and collect the deductible from the Insured.
5. Kentucky Workmen's Compensation Insurance: The Contractor shall furnish evidence of coverage of all employees by executing and delivering to the Owner the Form included in the specifications.

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

The Contractor shall obtain in the name of the Owner and shall maintain and pay the premiums for such insurance in such amount and with such provisions as will protect the Owner, its agents and employees, from contingent liability under this Contract and a copy of such insurance policy or policies shall be delivered to the Owner.

INDEMNIFICATION

The Contractor covenants and agrees to indemnify, hold harmless and render whole the Owner for any loss, cost, and expense, including attorney fees, which are incurred by the Owner for reason of the Contractor's failure to properly perform under this agreement. Additionally, it is expressly agreed and understood that the Contractor shall at all times indemnify and save the Owner harmless from any and all loss or damage which may be sustained by the Owner by reason of any negligent act or omission committed by the Contractor, and/or its employees and agents, in the performance of its work hereunder.

The Contractor shall indemnify and save the Owner harmless from any and all claims, demands, and causes of action arising either directly or indirectly from any of such negligent act or omission

including but not limited to claims by third parties for property damage or personal injury.

Notwithstanding the foregoing provisions, in the event loss or damage incurred by the Owner or claims, demands, or causes of action asserted against the Owner is attributable, in part, to the negligence of the Owner, through its employees and agents, the foregoing provisions shall not apply, but rather, the parties shall have such rights and remedies as provided by law.

Said indemnification shall also include reimbursement to the Owner for any attorney fees and court costs incurred by the Owner by reason of making a claim for loss or damage or by reason of the assertion of any claims, demands, or causes of action against it, provided; however, that in the event such attorney fees and costs of the Owner are reimbursed or paid by any insurance carrier, the foregoing provision shall not apply.

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The Contractor shall, at the time of his execution of the contract, furnish a **Corporate Surety Performance Bond** and a **Labor and Materials Payment Bond** in the sums equal to **One Hundred Percent (100%)** of the Contract amount. The bonds shall be used as security for the faithful performance of the Contract and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services employed or used by him in performing the work. Such Bonds shall be in the form included in the specifications and shall bear a date the same as or subsequent to, the date of the Contract. The person who signs for the Surety Company shall attach the current Power-of-Attorney to the Bond. These Bonds shall be signed by a Guaranty of a Surety Company authorized to do business in Kentucky. The Bonds of individual Sureties and bonds issued by partnerships or corporations not in the Surety business are not acceptable.

The Performance Bond shall remain in full force and effect through the guarantee period of **One (1) Year** from the date of substantial completion. The Labor and Material Payment Bond shall continue in full force and effect for a period of **Seven (7) Months** after the last labor is performed and/or materials are furnished to the Project.

TRAFFIC CONTROL

The Contractor shall provide adequate signs, barricades, caution lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public, including signing for any specific detours. All warning signs shall be in accordance with the Commonwealth of Kentucky's Department of Transportation and the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance, (MUTCD). This item shall be considered incidental to this contract, and no separate payment shall be allowed.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times so conduct work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Engineer.

PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed by the Engineer.

DAMAGE TO EXISTING FACILITIES, PROPERTY, ETC.

The Contractor shall be responsible for the preservation of all public property, sidewalks, street, pavement, utilities, adjoining property, the work of other Contractors, trees, etc., along and adjacent to the street, right-of-way, easement and/or site, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property markers until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed by the Engineer. The Contractor shall not enter upon private property for any purpose without obtaining permission.

The contractor shall at his own expense completely repair any damage thereto caused by his operations. Any and all methods of repair required shall be approved by the Engineer.

LOCATION OF UTILITIES

It shall be the Contractor's responsibility to familiarize himself with the location of all utilities or other obstruction with the specified limits of his construction, and to accurately determine the location of such utilities or obstruction, in order that he may prevent all damage thereto.

Prior to initiation of excavation, the Contractor shall locate all utilities in work area in accordance with applicable governmental rules, laws and regulations. Utilities can be contacted for location requests by calling "811" B.U.D. 1-800-752-6007. Officials of B.U.D. request at least 3 days lead time for notification requests.

The Contractor shall take appropriate measures to verify the locations of and protect utilities, expose utilities located within the required limits of work utilizing hand tools, provide proper support as required to prevent damage during construction, immediately notify utility owner any time damage occurs to a utility installation, repair damaged utilities in accordance with utility company procedures at no extra cost to the Owner, and take such measures as necessary to minimize any disruption of utility service.

CROSSING UTILITIES

When new construction crosses highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor shall furnish a release from the proper authority before final acceptance of the work.

SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

ACCIDENT PREVENTION

The contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc. as well as all OSHA requirements shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Engineer may determine to be reasonable necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", to the extent that such provisions are not in contravention of applicable law.

HEALTH AND SAFETY STANDARDS IN CONSTRUCTION CONTRACTS

"It is a condition of this Contract, and shall be made a condition of each subcontract entered into pursuant to this Contract, that the Contractor and any subcontractor shall not require any laborer or

mechanic employed in performance of the contract work in surroundings or under working conditions which are unsatisfactory, hazardous, or dangerous to his health or safety, as determined under Construction Safety and Health Standards Title 29, CFR Part 1518, 36FR 7340, promulgated by the U.S. Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, 82 Stat. 96". Additionally, the Contractor shall comply with all OSHA requirements in accordance with 23 CFR 634 and KRS 338.

COMPLIANCE WITH ALL LAWS

The Contractor shall be familiar with and comply with all Federal, State, County and City laws, by-laws, ordinances, and regulations, which control the work, actions and operations of those engaged or employed in the work or which affect materials used. The Contractor shall comply with all aforementioned governs and shall relieve the City of any or all claims made against the Contractor arising from violations of any such governs by the Contractor, his employees or his or their action. The Contractor shall be in good standing with all governmental entities and not be delinquent on any Federal, State, Local or property taxes, including penalty and interest charges.

GUARANTY

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of **one (1)** year from the date of substantial completion. The Contractor warrants and guarantees for a period of **one (1)** year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustment, or other work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

NON-BINDING MEDIATION

If a good faith effort to resolve a dispute on terms satisfactory to both parties is unsuccessful, the Owner and the Contractor may submit the dispute to non-binding mediation to be held in Paducah, Kentucky, unless the parties mutually agree otherwise.

Notice of the request for mediation shall be filled in writing with the other party to the contract documents and a copy shall be filed with the Engineer. Request for mediation shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any mediation proceedings, unless otherwise mutually agreed in writing.

BREACH-DEFAULT

In the event of breach or default, the Owner shall be entitled to recover any costs and expenses incurred in enforcing this Agreement, including any court costs, expenses, and reasonable attorney fees.

OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

The Owner shall have the right to terminate the employment of the Contractor after giving five (5) days written notice of termination to the Contractor in the event of any default by the Contractor.

SPECIFICATIONS AND RELATED DATA

INTENT OF SPECIFICATIONS

The intent of the Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work described in the Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

SPECIFICATIONS

All Work and Materials associated with this Project shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, current edition, unless otherwise specified herein.

DRAWINGS AND SPECIFICATIONS

The Owner will furnish the Contractor, without charge, **three (3)** copies of the drawings and specifications. Additional copies may be obtained by the Contractor for the cost of reproduction.

DISCREPANCIES IN SPECIFICATIONS

Any discrepancies found between the Specifications and site conditions or any errors or omissions in the Specifications shall be immediately reported to the Engineer, who will promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

ADEQUACY OF SPECIFICATIONS

Responsibility for adequacy of the design and for sufficiency of the Specifications will be borne by the Owner. The Complete requirements of the work to be performed under the Contract will be set forth in the Specifications to be supplied by the Owner through the Engineer or by the Engineer as representative of the Owner. Specifications furnished will be in accordance with the Contract Documents and will be true and accurate developments thereof.

ADDITIONAL INSTRUCTIONS

Further instructions will be issued by the Engineer during the progress of the work by means of Drawings, or otherwise, to make the Specifications more clear or specific, or as may be necessary to explain or illustrate changes in the work to be done.

OWNERSHIP OF SPECIFICATIONS

All original or duplicated Specifications, and other data prepared by the Engineer, shall remain the property of the Engineer, and they shall not be reused on other work, but shall be returned to the Engineer upon completion of the work.

MEASUREMENTS

The Contractor shall be responsible for all field measurements. Owner will not take responsibility for dimensions.

TESTING

All materials, equipment, and construction shall be subject to testing in accordance with the Kentucky Transportation Cabinet Department of Highway Standard Specifications for Road and Bridge Construction, latest edition, as directed by the Engineer. The Contractor shall provide, at his expense, the necessary testing services required. Inspections, tests, or approvals by persons other than the Contractor shall not relieve the Contractor from his obligations to perform the testing required. All test results and reports are to be forwarded directly to the Engineer for approval upon completion.

ENGINEER-OWNER-CONTRACTOR RELATIONS

ENGINEER'S RESPONSIBILITY AND AUTHORITY

Throughout the performance of this Contract, the City Engineer-Public Works Director, or his designee, shall, in all respects, be acting as both Engineer and agent for the Owner being the City of Paducah. All work shall be done under the general supervision of the Engineer. The Engineer will decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work and interpretation of Drawings and Specifications.

ENGINEER'S DECISIONS

All claims of the Contractor shall be presented to the Engineer for decision that will be made in writing within a reasonable time. All decisions of the Engineer shall be final except in cases where time and/or financial considerations are involved, which will be subject to mediation.

SUSPENSION OF WORK

The Engineer shall have the authority to suspend the work, wholly or in part, for a period or periods of time, as may be deemed necessary. This suspension may result from unsuitable weather, failure on the part of the Contractor to carry out the provisions of the Contract, lack of materials meeting the requirements of the Specifications, or such other conditions considered unfavorable for prosecution of the work. The Contractor shall not suspend operation without the Engineer's permission once work has begun.

INSPECTION OF WORK

All materials and each part or detail of the work shall be subject, at all times, to inspection by the Engineer, and the Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

EXAMINATION OF COMPLETED WORK

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

CONTRACTOR'S SUPERINTENDENCE

A qualified superintendent, who is acceptable to the Engineer, shall be maintained on the work and provide supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent will be considered given to the Contractor. In general, the Engineer's instructions will be confirmed in writing and will always be so confirmed upon written request from the Contractor.

RESPONSIBILITIES OF THE CONTRACTOR

SCOPE OF CONTRACTOR'S SERVICES

Except as otherwise specifically stated in the Contract Documents and specifications, the Contractor shall provide and pay for all materials, labor, tools, testing, traffic control, temporary facilities, grade control and staking, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all improvements embraced in this contract, complete in every respect within the specified time.

COMMUNICATIONS

All notices, demands, claims, requests, instructions, approvals and proposals, must be in writing.

a. Notice to the Contractor

Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the contract, or any other such office the Contractor may designate in writing to the Owner, or if deposited in the United States mail in a sealed, postage-paid envelop, by register mail, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

b. Notice to the Owner

All papers required to be delivered to the Owner shall, unless specified in writing to the Contractor, be delivered to the City Engineer, City Hall, Paducah, Kentucky, and any such notice to or demand upon the Owner shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed, postage-paid envelope, by registered mail, or if delivered with charges prepaid to any telegraph company for transmission to the above address, or any other such address as the Owner may subsequently specify in writing to the Contractor.

c. Time of Notices

Any such notice shall be deemed to have been given as of the time of actual delivery, or in the case of mailing or telegraph, at the time of actual receipt.

SUPERVISION AND FINAL INSPECTION

The Engineer and/or his authorized representative will have personal supervision of the project during construction. Final inspection of the project shall be conducted in the presence of the Contractor and/or his authorized representative, the Owner and/or his authorized representative.

SUBCONTRACTING

The Contractor may utilize the services of a specialty Subcontractor on those parts of the works that, under normal contractor practices, are performed by specialty Subcontractors upon approval by the Engineer. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards to terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract documents. Nothing contained in this contract shall create any contractual relation between any Subcontractor and the Owner.

RECORD DRAWINGS

If required by the Owner, at the completion of the Work, the Contractor shall deliver to the Engineer, a complete intact copy of Record Drawings. It shall be the responsibility of the Contractor to maintain an accurate set of As-Built Drawings as work progresses. This set of "As-Built Plans" shall be kept on the job site at all times. The "As-Built Plans" shall accurately depict the location of the new facilities installed and any deviations made from the Drawings.

Submission of the "As-Built Plans" will be required prior to issuance of final payment. In addition, verification by the Engineer that record drawings are periodically maintained will be required prior to each partial payment by the Owner.

MATERIALS AND WORKMANSHIP

MATERIALS FURNISHED BY THE CONTRACTOR

All materials used in the work shall be new, meet the requirements of the respective specifications, and no material shall be used until it has been approved by the Engineer. All materials not otherwise specifically indicated within the contract drawings and specifications that are necessary to complete the work shall be furnished by the Contractor at no extra cost to the Owner.

SHOP DRAWINGS

The Contractor shall provide shop drawings as may be necessary for the prosecution of the work as required by the contract documents. The Engineer shall promptly review all shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from any responsibility for deviations from the contract documents. The approval of any shop drawing that substantially deviates from the requirement of the contract documents shall be evidenced by a change order.

When submitted for the Engineer's review, shop drawings shall bear the Contractor's certification that he has reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the contract documents.

Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.

STORAGE OF MATERIALS

Materials shall be stored as to insure the preservation of their quality and fitness for the work in accordance with manufacturer storage recommendations. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposed without the written permission of the Owner or lessee.

CHARACTER OF WORKMEN

The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or subcontractor who, in the opinion of the Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Engineer.

REJECTED WORK AND MATERIALS

All materials that do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Engineer, or are in any way unsatisfactory or unsuited to the purpose, for which they are intended, will be rejected. Any defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed, within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

FAILURE TO REMOVE DEFECTIVE WORK

Failure of the Contractor to remove defective work and re-execute the work within ten (10) days after written notice shall result in default by the Contractor.

CORRECTION OF FAULTY WORK AFTER PAYMENT

Correction of faulty work after final payment shall be in accordance with Section 01009 of these specifications.

MANUFACTURER'S DIRECTIONS

Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

SUBSTITUTIONS

"Approved equal", "equal", and "equal with prior approval" phrases shall be defined as material and/or equipment of similar construction and equal quality only as approved by the Engineer. No substitutions or equivalents will be considered during the Contract Time, except for minor substitutions due to the unavailability of specified items.

Whenever a material, article or piece of equipment is identified on the drawings or specifications by reference to brand name or catalog number, it shall be understood that this is references for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalog number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve it's substitution and use by the Contractor. Any cost differential shall be deductible from the contract price and the contract documents shall be appropriately modified by change order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change on the contract price or contract time.

PATENTS

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

CLEANING UP

The Contractor shall, at all times, keep the construction area, including storage areas used by him, free from accumulations of waste material or rubbish and, prior to completion of the work, remove any rubbish from and about the premises, and remove all tools, equipment, and materials, not the property of the Owner. Upon completion, and prior to final payment, the Contractor shall leave the premises in a neat, clean, and workmanlike condition satisfactory to the Engineer. All property, both public and private, which has been damaged in the prosecution of the work, shall be restored in an acceptable manner approved by the Engineer prior to final payment to the Contractor.

MEASUREMENT AND PAYMENT

REQUESTS FOR PAYMENT

The Contractor may submit each month, and no more than once a month, a Request for Payment for work completed and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable support documentation and weigh tickets to substantiate the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted by the Contractor to establish the Owner's title to such materials.

Each Request for Payment shall be computed from the work completed on all items listed in the detailed breakdown of the Contract amount, less ten percent (10%) to be retained until final completion and acceptance of the work less liquidated damages, if any, and less previous payments. Where unit prices are specified, the Request for Payment shall be based on the quantities completed. Any oversight of work not included in the submitted Request for Payment can be included with the following monthly Request for Payment.

OWNER'S ACTION ON A REQUEST FOR PAYMENT

Within **Thirty (30) days** from the date of receipt of a Request for Payment with all required documentation attached, the Owner will:

- a. Pay the Properly Completed Invoice upon approval of the Work, or
- b. Pay such other amount as may be decided is due the Contractor, informing the Contractor in writing of his reasons for paying the amended amount, or
- c. Withhold payment, informing the Contractor of his reasons for withholding payment.

OWNER'S RIGHT TO WITHHOLD

The Owner may withhold payment in whole or in part to the extent necessary to protect from the loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Engineer.

- a. Defective or incomplete work.
- b. Evidence indicating the probable filing of claims by other parties against the Contractor.
- c. Failure of the Contractor to make payments to subcontractors, material supplier or labor.
- d. Damage to another contractor.

PAYMENTS FOR EXTRA WORK

Written notice of claims for payments for extra work shall be given by the Contractor within ten (10) days after receipt of instructions from the Owner, as approved by the Engineer, to proceed with the extra work, and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and materials shall be submitted to the Engineer. The Owner's order for extra work shall specify any extension of the Contract time and one of the following methods of payment:

- a. Unit Prices
Unit Prices or combinations of unit prices which formed the basis of the original Contract.
- b. Lump Sum
A lump sum based on the Contractor's estimate, accepted by the Owner, and approved by the Engineer.
- c. Cost Plus Multiplier
Actual cost plus a fixed fee, not to exceed fifteen percent (15%) of the cost of the work. The "cost of the work" shall be the actual cost of the following:
 1. Labor, including foremen.
 2. Materials entering permanently into the work.
 3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
 4. Power and consumable supplies for the operation of power equipment.
 5. Insurance.
 6. Social Security and unemployment contributions.

d. Negotiated Agreement

Supplemental agreement between the Owner and Contractor.

AFFIDAVITS OF PAYMENT

The Owner may request the Contractor at any time during construction to furnish appropriate affidavits of payment, waivers and releases of liens from any subcontractor or material supplier to the extent of the payment made for labor or materials furnished to the project. These shall be obtained upon forms approved by the Owner.

ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of the Contract Documents, the Engineer will certify his acceptance to the Owner and his approval of the Contractor's amount, plus all approved additions less all approved deductions, including liquidated damages, and less previous payments made. If required by the Owner, the Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Owner will accept the work and release the Contractor, except as to the conditions of the required bonds, any legal rights of the Owner, required guarantees, and correction of faulty work after final payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

TERMINATION OF CONTRACTOR'S RESPONSIBILITY

The Contract will be considered complete when all work has been finished, the final inspection made by the Engineer, and the Project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as required by the guaranty period and as set forth in the bonding requirements.

CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final Request for Payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship.

RESPONSIBILITIES OF THE CONTRACTOR

SCOPE OF CONTRACTOR'S SERVICES

Except as otherwise specifically stated in the Contract Documents and specifications, the Contractor shall provide and pay for all materials, labor, tools, testing, traffic control, temporary facilities, grade control and staking, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses, and all services and facilities of every nature whatsoever necessary for the performance of the contract and to deliver all improvements embraced in this contract, complete in every respect within the specified time.

COMMUNICATIONS

All notices, demands, claims, requests, instructions, approvals and proposals, must be in writing.

a. **Notice to the Contractor**

Any notice to, or demand upon, the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the contract, or any other such office the Contractor may designate in writing to the Owner, or if deposited in the United States mail in a sealed, postage-paid envelop, by register mail, or if delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

b. **Notice to the Owner**

All papers required to be delivered to the Owner shall, unless specified in writing to the Contractor, be delivered to the City Engineer, City Hall, Paducah, Kentucky, and any such notice to or demand upon the Owner shall be sufficiently given if so delivered or if deposited in the United States mail in a sealed, postage-paid envelope, by registered mail, or if delivered with charges prepaid to any telegraph company for transmission to the above address, or any other such address as the Owner may subsequently specify in writing to the Contractor.

c. **Time of Notices**

Any such notice shall be deemed to have been given as of the time of actual delivery, or in the case of mailing or telegraph, at the time of actual receipt.

SUPERVISION AND FINAL INSPECTION

The Engineer and/or his authorized representative will have personal supervision of the project during construction. Final inspection of the project shall be conducted in the presence of the Contractor and/or his authorized representative, the Owner and/or his authorized representative.

TAXES

The Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the work is performed.

PERMITS, CERTIFICATES, LAWS, ORDINANCES, AND CODES

The Contractor shall, at his own expense, procure all permits, certificates and licenses required of him by law for the execution of all items of work. The Contractor shall comply with all federal, state and local laws, ordinances or rules and regulations relating to the performance of the work. In case of difference between building codes, specifications, state laws, local standards and ordinance, industry standards, utility company regulations and the Contract Documents, the most stringent of the requirements shall govern.

CONCRETE CONSTRUCTION

SCOPE

All work, materials, and testing associated with this Project shall equal or exceed the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, current edition with the exception of the specifications included herein. However, in situations requiring adjustment of installation due to existing field conditions, the Engineer may direct the Contractor to construct the item to match the existing conditions or adjust as directed.

UNIT PRICES

Bid prices for each of the bid items shall include all costs associated with removal, disposal, clearing and grubbing, set-up, labor, tools, materials, equipment, lights, heat, transportation, superintendence, testing, traffic control, grade control and staking, backfilling, grading and seeding, temporary facilities, construction of every nature, taxes legally collectable because of the Work, and all other services, fees and facilities of every nature whatsoever necessary to execute all items of Work to be done under the Contract and deliver the Work complete in every respect.

NOTIFICATION AND EXECUTION OF WORK

Throughout the contract time period of the executed Agreement, the Contractor will be notified by the Owner of the individual Work required to be completed with a “**Notification of Work**” form. This “**Notification of Work**” will instruct the Contractor of the necessary Work required along with a time period to initiate the completion of the Work regardless of the amount of Work to be completed. In the event the Contractor fails to initiate the completion of the Work covered under the provisions of this contract within the given time, the Contractor will then be considered to be default of the contract obligations.

E-911 NOTIFICATION

The Contractor shall notify the Police Dispatch Office (E911 Dispatch) at 270-444-8550 at the beginning of each day prior to the start of work if the public traffic is affected in any way.

The Contractor shall be responsible for notifying owners of parked vehicles a minimum of 24-Hours in advance, or as directed by the Engineer, of the work to be performed to assure removal of all parked vehicles within the work area. The Contractor shall also be responsible for notifying persons who may wish to move vehicles from driveways 24-Hours in advance of the work.

CONCRETE CONSTRUCTION

All construction jointing required, i.e., normal saw cuts, tooled, or other acceptable methods, shall be included in the bid price. All excavation required to complete the work shall be incidental to the unit bid price and shall be limited to six inches (6") either side of the construction limits as specified. Undercuts that may be required shall be authorized and directed by the Engineer prior to the start of any work. Any over-excavation of the areas shall be at the contractor's expense. All materials removed shall be disposed of in a manner satisfactory to the Engineer.

CONCRETE PRODUCER RESPONSIBILITIES

The Contractor shall be advised the concrete supplier they choose for this project shall meet or exceed the requirements outlined under the Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction, Current Edition, Section 601.03.02, Concrete Producer responsibilities.

MATERIALS

The City Engineer may request copies of the concrete mix design for approval. Submittals should include source and classification of cement, water, sand, and any admixtures proposed for incorporation into the mix. The mix design should include the design air content and the design slump. Additionally, submit

design yield calculations. All materials incorporated into the concrete mix shall be subject to the approval of the City Engineer.

GRADE CONTROL

The Contractor shall be responsible to establish grade control and staking. All grade and staking shall be reviewed and approved by the Engineer prior to excavation/construction. Grade control and staking by the Contractor shall be considered incidental to the work. Proper grading/finishing of surfaces that result with drainage problems shall be removed and reinstalled to implement positive drainage at no additional expense to the Owner.

TESTING

All materials, equipment, and construction shall be subject to testing as directed by the Engineer. The Contractor shall provide, at his expense, the necessary testing services required. Inspections, tests, or approvals by persons other than the Contractor shall not relieve the Contractor from his obligations to perform the testing required. All test results and reports are to be forwarded directly to the Engineer for approval upon completion.

SAW CUTS

All normal concrete saw cuts required to complete the concrete construction shall be considered incidental to the unit price for each bid item. Normal sawcut depth is considered four inches (4") or less.

DEEP SAW CUTS

All normal concrete sawing required to complete the concrete construction shall be considered incidental to the unit price. However, any deep saw cuts in excess of four inches (4") shall be paid under a separate paid item. Deep Saw Cuts in excess of four inches that may be required shall be authorized and directed by the Engineer prior to the start of any work. Any deep saw cuts made without approval shall be at the contractor's expense.

Payment for authorized deep saw cuts shall be at the contract unit price per linear foot. All materials, labor, equipment, saw blades, saw equipment, and traffic control necessary to complete the work shall be included in the work.

Payment for this work and materials shall be incidental to the unit bid price for each bid item.

CURB AND GUTTER - REMOVE AND CONSTRUCT

The Contractor shall saw cut existing surfaces, remove existing materials and construct new curb and gutter as directed by the Engineer.

In accordance with "Concrete Removal Adjacent to Existing Roadway Pavement", saw cut the existing pavement 24" parallel from the gutter face, excavate within the construction limits to the subgrade, and install a minimum of 4" compacted dense grade aggregate within the construction limits.

Curb and gutter shall be constructed on a minimum of 4" compacted dense grade aggregate. Bituminous base material shall be installed within the pavement area on the compacted dense grade aggregate as directed by the Engineer.

Payment for this unit item shall be at the contract unit price per linear foot. All materials including concrete, bituminous base material and dense grade aggregate, normal saw cuts, labor, equipment, and excavation necessary to complete the work shall be included in the bid price. Topsoil, grading and seeding will be considered incidental to the unit price.

CONCRETE ENTRANCE – 6” (Residential)

The Contractor shall saw cut existing surfaces, remove existing materials and construct new concrete driveway entrance as directed by the Engineer.

Concrete shall be 6” in depth and shall have a minimum of 4” compacted dense grade aggregate on the subgrade prior to placing the concrete for the entrance construction.

Payment for this unit item shall be at the contract unit price per square yard. All materials including concrete, dense grade aggregate, normal saw cuts, labor, equipment, and excavation necessary to complete the work shall be included in the bid price. Topsoil, grading and seeding will be considered incidental to the unit price.

CONCRETE ENTRANCE – 8” (Commercial)

The Contractor shall saw cut existing surfaces, remove existing materials and construct new concrete driveway entrance as directed by the Engineer.

Concrete shall be 8” in depth and shall have a minimum of 4” compacted dense grade aggregate on the subgrade prior to placing the concrete for the entrance construction.

Payment for this unit item shall be at the contract unit price per square yard. All materials including concrete, dense grade aggregate, normal saw cuts, labor, equipment, and excavation necessary to complete the work shall be included in the bid price. Topsoil, grading and seeding will be considered incidental to the unit price.

CONCRETE SIDEWALK - REMOVE AND CONSTRUCT

The Contractor shall remove existing material and construct new concrete sidewalk as directed by the Engineer. Concrete shall be 5” in depth and shall have a minimum of 4” compacted dense grade aggregate on the subgrade prior to placing the concrete for the sidewalk.

Payment for this unit item shall be at the contract unit price per square yard. All materials, labor, equipment and excavation necessary to complete the work shall be included in the bid price. Topsoil, grading and seeding will be considered incidental to the unit price.

CONCRETE HANDICAP RAMPS

The Contractor shall remove existing materials and construct new concrete handicap ramp as directed by the Engineer. Install a minimum of 4” compacted dense grade aggregate on the subgrade prior to placing the concrete for the handicap ramp.

Measurement for handicap ramps shall be within the ramp boundary only. Gutter construction along the face of the new handicap ramp will be paid separately at the “Curb and Gutter - Remove and Construct” unit price. All excavation, work and materials required for the gutter construction and the adjacent roadway pavement shall be in accordance with the “Curb and Gutter - Remove and Construct” specifications. Sidewalk construction, which may be required to adjust the grade from the existing sidewalk to the new handicap ramp, shall be paid separately at the “Sidewalk” unit price.

Payment for this unit item shall be at the contract unit price per square yard. All materials, labor, equipment and excavation necessary to complete the work within the ramp boundary only shall be included in the bid price. Topsoil, grading and seeding will be considered incidental to the unit price.

CONCRETE HEADER CURB – 12”

The Contractor shall construct new 12” concrete header curb as directed by the Engineer on a 4” dense grade base.

Payment for this unit item shall be at the contract unit price per linear foot. All materials, equipment, and labor necessary to complete the work shall be included in the bid price. Topsoil, grading and seeding required will be considered incidental to the unit price.

RETAINING WALL REMOVAL

The Contractor shall remove specific existing retaining walls as directed by the Engineer. Not all retaining walls are to be removed. Not all retaining walls removed will be replaced. Upon removal of the wall, and construction of the sidewalk, the contractor shall grade the yard to an appropriate slope to maintain/mow. Payment for this item shall be at a price per linear foot. Topsoil, grading and seeding will be considered incidental to the unit price.

CLEARING AND GRUBBING

Remove small trees, weeds, grass, shrubs, plants, stumps, and other obstructions along the alignment of the proposed installation as directed by the Engineer and as necessary for the proper performance of the required construction work. Materials removed during clearing and grubbing operations shall be disposed of in a manner satisfactory to the Engineer. Normal clearing and grubbing shall be considered incidental to the work.

Removal of trees with a trunk diameter of six (6) inches or greater, fences, poles, and other large permanent structures will require the approval of the Engineer prior to their removal. Contractor shall advise the Engineer as to obstructions caused by any of the aforesaid structures immediately so as not to impede progress of the work. Subsequent to the removal of any of the structures, the Contractor shall be responsible for restoring the grade and vegetative cover within the disturbed limits in accordance with the Specifications. Payment for said obstructions, which require approval prior to removal, shall be considered a separate pay item.

PROTECTION OF PROPERTY AND SURFACE STRUCTURES

The Contractor shall be responsible for the protection of all trees, shrubbery, fences, poles, surface structures, and other structures from unnecessary damage. Structures deemed unnecessarily damaged due to the Contractor’s negligence shall be repaired/replaced at the Contractor’s expense.

DRAINAGE

Improper grading/finishing of surfaces those results with drainage problems shall be removed and reinstalled to implement positive drainage at no additional expense to the Owner.

GENERAL REQUIREMENTS

The City guarantees no minimum number of quantities of work nor does it guarantee any minimum for the total contract.