



CALL NO. 201

CONTRACT ID. 131204

MADISON - GARRARD COUNTIES

FED/STATE PROJECT NUMBER 121GR13D004-FE02 STP

DESCRIPTION RICHMOND-LANCASTER ROAD (KY 52)

WORK TYPE GRADE, DRAIN & SURFACE WITH BRIDGE

PRIMARY COMPLETION DATE 380 WORKING DAYS

LETTING DATE: September 27,2013

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 EASTERN DAYLIGHT TIME September 27,2013. Bids will be publicly announced at 10:00 EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 4%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 131204

121GR13D004-FE02 STP

COUNTY - GARRARD

PCN - DE04000521304

STP 5283 (004)

RICHMOND-LANCASTER ROAD (KY 52) RECONSTRUCT KY-52 FROM KY-954 IN GARRARD CO TO WALLACE MILL ROAD IN MADISON CO., A DISTANCE OF 0.17 MILES.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 07-00201.00.

GEOGRAPHIC COORDINATES LATITUDE 37:36:31.60 LONGITUDE 84:24:55.50

PCN - DE04000521305

FE02 040 0052 B00004N

KY52 BRIDGE (MP 16.619) OVER PAINT LICK CREEK KY 52 BRIDGE (MP 16.619) OVER PAINT LICK CREEK.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 07-00201.00.

GEOGRAPHIC COORDINATES LATITUDE 37:38:00.00 LONGITUDE 84:32:00.00

COUNTY - MADISON

PCN - DE07600521304

STP 5283 (004)

RICHMOND-LANCASTER ROAD (KY 52) RECONSTRUCT KY 52 FROM KY 954 IN GARRARD COUNTY TO WALLACE MILL ROAD IN MADISON COUNTY.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 07-00201.00.

GEOGRAPHIC COORDINATES LATITUDE 37:37:38.00 LONGITUDE 84:24:06.00

COMPLETION DATE(S):

380 WORKING DAYS

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

Bidder must use the Department's Expedite Bidding Program available on the Internet web site of the Department of Highways, Division of Construction Procurement. (www.transportation.ky.gov/construction-procurement)

The Bidder must download the bid file located on the Bid Express website (www.bidx.com) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR PIPE INSPECTION

Contrary to Section 701.03.08 of the 2012 Standard Specifications for Road and Bridge Construction and Kentucky Method 64-114, certification by the Kentucky Transportation Center for prequalified Contractors to perform laser/video inspection is not required on this contract. It will continue to be a requirement for the Contractor performing any laser/video pipe inspection to be prequalified for this specialized item with the Kentucky Transportation Cabinet-Division of Construction Procurement.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

The Kentucky Division of Forestry has imposed a quarantine in Anderson, Boone, Bourbon, Boyd, Boyle, Bracken, Campbell, Carroll, Fayette, Franklin, Gallatin, Garrard,

Grant, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Kenton, Oldham, Owen, Pendleton, Scott, Shelby, Trimble, and Woodford Counties to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the county of its origin. Chipping or burning on site is the preferred method of disposal.

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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

10/29/12

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals
102.08 Irregular Proposals 102.14 Disqualification of Bidders
102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 63-35 DBE, within 10 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to

- the public, maintain an inventory and own and operate distribution equipment;
and
- The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.
- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the

office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

work requirements of the bid proposal; and

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

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

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

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

DEFAULT OR DECERTIFICATION OF THE DBE

If the DBE subcontractor or supplier is decertified or defaults in the performance of its work, and the overall goal cannot be credited for the uncompleted work, the prime contractor may utilize a substitute DBE or elect to fulfill the DBE goal with another DBE on a different work item. If after exerting good faith effort in accordance with the Cabinet's Good Faith Effort policies and procedures, the prime contractor is unable to replace the DBE, then the unmet portion of the goal may be waived at the discretion of the Cabinet.

09/14/11

ASPHALT MIXTURE

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

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

The Department will apply Pavement Rideability Requirements on this project in accordance with Section 410, Category A.

OPTION A

Be advised that the Department will accept compaction of asphalt mixtures furnished for driving lanes and ramps, at 1 inch (25mm) or greater, on this project according to OPTION A in accordance with Section 402 and Section 403 of the current Standard Specifications. The Department will require joint cores as described in Section 402.03.02 for surface mixtures only. The Department will accept compaction of all other asphalt mixtures according to OPTION B.

SPECIAL NOTES

SPECIAL NOTE FOR BRIDGE RESTORATION AND WATERPROOFING
WITH CONCRETE OVERLAYS

SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND/OR
INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS
ON BRIDGES

SPECIAL NOTE FOR PIER REPAIR

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR WASTE MANAGEMENT

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE
MANAGEMENT

SPECIAL NOTE FOR QUALITY CONTROL

SPECIAL NOTE FOR PAINT

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY
REGULATIONS

SPECIAL NOTE FOR STENCILING

SPECIAL FOR NEW STEEL SURFACE PREPARATION AND PAINT APPLICATION

SPECIAL NOTE FOR BRIDGE RESTORATION AND WATERPROOFING WITH CONCRETE OVERLAYS

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

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove the existing overlay; (3) Complete full-depth and partial depth repairs as directed by the Engineer; (4) Repair/replace damaged and corroded reinforcing bars; (5) Place new concrete overlay and epoxy-sand slurry in accordance with Section 606; (6) Complete asphalt approach pavement; (7) Maintain and control traffic; and (8) Any other work specified as part of this contract.

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

II. MATERIALS.

- A. Latex Concrete.** See Section 606.03.17.
- B. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- C. Bituminous Asphalt.** Use CL2 ASPH SURF 0.38D PG64-22.
- D. Epoxy-Sand Slurry.** See Section 606.03.10.

III. CONSTRUCTION.

- A. Remove Existing Overlay.** In addition to Section 606.03.03, totally remove the existing concrete overlay by milling. See Special Note for Use of Hydrodemolition Method.
- B. Partial Depth Slab Repair and Latex Overlay.** Remove areas determined to be unsound by the Engineer via hydrodemolition or via hand held jackhammers weighing less than 45lbs in accordance with Section 606.02.10 D. Repair/Replace all damaged or severely corroded reinforcing bars prior to partial depth repair operation. The Department will not measure material removal and will consider this work incidental to the bid item "PARTIAL DEPTH PATCHING". Mix and place Latex Modified Concrete Overlay in accordance with Sections 606.03.08 and 606.03.17.
- C. Asphalt Approach Pavement.** Mill each existing asphalt approach for a distance of 50' from the bridge end. Remove the bituminous material uniformly by making an edge key, so as to provide a smooth transition to the finished bridge when a new bituminous overlay of compacted depth of approximately 1½" is added to the approaches. The grinding depth may vary depending of the condition of the existing approach and final elevation of bridge end. Dispose of all removed material away from the site.
- D. Surface Texturing.** Texture the concrete surface of the overlay in accordance with Section 609.03.10.

IV. MEASUREMENT. See Section 606 and the following:

A. Latex Modified Concrete for Overlay. The Department will measure the quantity in cubic yards using the theoretical volume as follows for each bridge:

$$040B00004N \quad (154' \times 20' \times 2.00') = 19 \text{ cuyd}$$

B. Latex Modified Concrete for Partial Depth Patching and variable thickness of Overlay. The Department will measure the quantity in cubic yards by deducting the theoretical volume of bridge deck overlay (LMC) from the total volume (as indicated by the batch quantity tickets) of Concrete required to obtain the finished grade shown on the Plans or established by the Engineer.

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

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

E. Asphalt Approach Pavement. The Department will measure the quantity in square yards, which shall include all labor, equipment, and material needed to complete this work.

V. PAYMENT. See Section 606 and the following:

A. Latex Modified Concrete for Overlay. The Department will make payment for the Latex Modified Concrete under bid item #08534 "CONCRETE OVERLAY – LATEX" for the theoretical quantity.

B. Latex Modified Concrete for Partial Depth Patching and variable thickness of Overlay. The Department will make payment for the Partial Depth Patching under bid item #24094EC "PARTIAL DEPTH PATCHING". Payment will be for the quantity per cubic yard complete in place.

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

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

E. Asphalt Approach Pavement. The Department will make payment for the completed and accepted quantity of this work under the bid item #03304 "BRIDGE OVERLAY APPROACH PAVEMENT".

SPECIAL NOTE FOR REPLACING EXPANSION DAMS AND/OR INSTALLING ARMORED EDGES FOR CONCRETE ON BRIDGES

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

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete and expansion device(s) and/or bridge ends; (3) Install armored edges and new concrete as specified and in accordance with the attached detail drawings; (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

II. MATERIALS.

- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- B. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See Standard Drawing BJE-001, current edition.
- C. Stud Anchors.** The armored edge stud anchors are $\frac{3}{4}$ " x 6" embedded stud shear connectors conforming to ASTM A108, Grade 1015 (Nelson Studs or equal).
- D. Steel Reinforcement.** Use Grade 60. See Section 602.
- E. Epoxy Bond Coat.** See Section 511.

III. EQUIPMENT.

- A. Hammers.** See Section 606.02.10 B.
- B. Sawing Equipment.** See Section 606.02.10 C.
- C. Hydraulic Impact Equipment.** See Section 606.02.10 D.

IV. CONSTRUCTION.

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

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

- B. Place New Concrete and Armored Edges.** After all specified existing materials have been removed; place new armored edges to match the grade of the proposed overlay or to match the original grade (See attached detail drawings). Place the new Class "M" concrete to the scarified grade and finish to receive the new overlay or place the new Class "M" concrete to the original grade and finish with broom strokes drawn transversely from curb to curb.

All new structural steel shall be cleaned and painted in accordance with requirements of Section 607.03.23, except that surfaces to come in contact with concrete are not to be painted.

Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.

- C. Additional Steel Reinforcement.** Furnish for replacement, as directed by the Engineer, 1750 linear feet of #4 steel reinforcing bars in 20' lengths. Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Deliver unused bars to the Local County Maintenance Barn. Payment will be made in accordance with Section 602.
- D. Stage Construction.** Installation of concrete and armored edges in two (or more if specified) stages is necessary. Join the armored edges at or near the centerline of the roadway or lane line, field weld and grind smooth.
- E. Shop Plans.** Shop plans will not be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

V MEASUREMENT.

- A. Armored Edge for Concrete.** The Department will measure the quantity in linear feet from gutterline to gutterline along the face of the bridge end.
- B. Steel Reinforcement.** See Section 602.

VI. PAYMENT.

- A. Armored Edge for Concrete.** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete and all incidental items necessary to complete the work (except the overlay material) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- B. Steel Reinforcement.** See Section 602.

SPECIAL NOTE FOR ELIMINATING TRANSVERSE JOINTS ON BRIDGES

- I. DESCRIPTION.** Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction.
- Remove existing concrete and existing joint material to eliminate the transverse joint. Install additional reinforcing steel and place concrete.
- II. MATERIALS.**
- A. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
 - B. Steel Reinforcement.** Use Grade 60. See Section 602.
 - C. Epoxy Bond Coat.** See Section 511.
- III. EQUIPMENT.**
- A. Hammers.** See Section 606.02.10 B.
 - B. Sawing Equipment.** See Section 606.02.10 C.
 - C. Hydraulic Impact Equipment.** See Section 606.02.10 D.
- IV. CONSTRUCTION.**
- A. Remove Existing Materials.** Remove the existing transverse joints, joint filler, and specified areas of concrete as shown on the plans, in accordance with Section 606.02.10 and 606.03.03, and as directed by the Engineer. Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Transverse Joint".
 - B. Additional Steel Reinforcement.** Furnish for this work steel reinforcing bars as shown on the plans. Splice these bars to the existing longitudinal reinforcement in the deck and curb/sidewalk in the areas of removed concrete to tie the slabs together as shown on the plans. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete.
 - C. Place New Concrete.** Blast clean all areas of existing concrete and structural steel to come in contact with new concrete until free of all laitance and deleterious substances immediately prior to the placement of the Class "M" Concrete. The surface areas of existing concrete to come in contact with the new Class "M" Concrete are to be coated with an epoxy bond coat immediately prior to placing new concrete in accordance with Section 511. The interfaces of the new and old concrete shall be as nearly vertical and horizontal as possible.
Place new Class "M" Concrete to the specified grade and finish to receive the new overlay or as shown on the plans. On the sidewalk and curb, place the new concrete to original grade and finish to match the existing curb/sidewalk.
- V. MEASUREMENT.**
- A. Eliminate Transverse Joint.** The Department will measure the quantity in linear feet from plinth to plinth perpendicular to the centerline of the bridge.

B. Steel Reinforcement. See Section 602.

VI. PAYMENT.

A. Eliminate Transverse Joint. Payment at the contract unit price per linear foot is full compensation for furnishing equipment, labor, tools and materials needed to complete removal and disposal of the specified existing materials, cleaning and straightening of existing steel reinforcement, furnishing and installing the concrete, and all incidental items necessary to complete the work (except the overlay material if specified elsewhere in the contract) within the specified pay limits as indicated on the drawings.

B. Steel Reinforcement. See Section 602.

SPECIAL NOTE FOR PIER REPAIR

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

This work consists of the following: (1) Furnish all labor, materials, tools, coffer dams, pumps and equipment; (2) Form pier collar; (3) tie steel reinforcement; (4) pour pier collar; (5) remove all form work; and (6); Any other work specified as part of this contract.

II. MATERIALS.

- A. AA Concrete.** See Section 601.
B. Reinforcing Steel. See Section 602.

III. CONSTRUCTION.

- A. Form Pier Collar.** Form Pier Collar at least 4'-0" in height and 12" – 18" in thickness around existing pier. Bottom of collar shall rest on top of existing footing.
- B. Reinforcing Steel.** Add (2) mats of #4 reinforcing steel on 12" centers horizontally and vertically. Each mat shall contain a minimum of 4 bars horizontally and 48 bars vertically. Field bending and cutting are permitted. All steel shall have a minimum of 2" of cover.
- C. Pour pier Collar.** Use AA Concrete. If concrete is poured under water, see section 601.03.09 B.
- D. Remove all form work.** Remove all form work and shoring. If collar ties are used, they shall be removed flush with collar.

IV. MEASUREMENT. See Section 606 and the following:

- A. Pier Collar.** The Department will measure the Pier Collar in square feet by using the final outside dimensions of collar, which shall include all labor, equipment, concrete coffer dams, pumps and any other material needed to complete this work, with the exception of steel reinforcement.
- B. Steel Reinforcement.** The Department will measure the reinforcing steel in pounds, which shall include all labor, equipment, and material needed to complete this work.

V. PAYMENT. See Section 606 and the following:

- A. Pier Collar.** The Department will make payment for the Pier Collar under bid item #23031EN "PIER REPAIR".
- B. Steel Reinforcement.** The Department will make payment for steel reinforcement, if necessary, under bid item #08150 "STEEL REINFORCEMENT". Payment will be at the unit price per pound.

SPECIAL NOTE FOR SURFACE PREPARATION AND PAINT APPLICATION

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

A. PREQUALIFICATION, STAFFING AND SUBMITTALS

The Contractor(s) and/or subcontractor(s) performing painting operations shall Pre-qualified under **I18B** – Bridge Painting and submit the following **written** items to the Project Engineer **14 days** prior to the Pre-Construction Conference:

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

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

B. CONTAINMENT

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

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

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

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

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

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

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

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

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

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

C. SURFACE PREPARATION

Solvent Cleaning

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

Compressed Air

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

Abrasive Blast

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

Abrasive Media

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

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

D. PAINT APPLICATION

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

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

The finish coat shall be orange closely approaching Federal Standard 595 Color FS X6187.

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

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

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

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

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

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

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

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

F. WORKMANSHIP

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

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

G. MEASUREMENT.

Clean and Paint Structural Steel: The Department will not measure the quantity.

H. PAYMENT.

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

SPECIAL NOTE FOR WASTE MANAGEMENT

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

Industrial waste

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

Hazardous Waste

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

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

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

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

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

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

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

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

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

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

PAYMENT

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

SPECIAL NOTE FOR RECYCLABLE SURFACE PREPARATION RESIDUE MANAGEMENT

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

Abrasive Media

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

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

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

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

Surface preparation debris

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

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

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

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

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

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

Transportation and recycling

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

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

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

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

PAYMENT

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

SPECIAL NOTE FOR QUALITY CONTROL

The contractor shall provide QC inspectors to monitor all work, insure that all work is completed in accordance with the Special Notes and Standard Specifications, and record inspection results. All QC inspectors shall possess at a minimum one of the following certifications: **SSPC-BCI level 1 or NACE CIP level 1 & CIP One Day Bridge Course**. The QC inspector(s) shall not perform production work that requires QC/QA inspection. The Department's (QA) inspector shall conduct in-progress reviews of the Contractor's operations and perform follow-up quality assurance (QA) inspections after the QC inspector has certified that a portion of work is complete. No production work will be permitted in a control area during a (QA) inspection.

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

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

Quality Control Point

QC Inspection Function

- | | |
|-------------------------------------------|-------------------------------------------------------------------------------------|
| 1. Surface Preparation | |
| A. Solvent Cleaning | Visually inspect. |
| B. Abrasive Blast Cleaning | Measure surface profile
Visually inspect for cleanliness. |
| 2. Full Prime Coat Application | Check for dry film thickness,
and defects in paint |
| 3. Full Intermediate Coat (if applicable) | Check for dry film thickness,
and defects in paint |
| 4. Finish Coat Application | Check for dry film thickness, paint
appearance, color and quality of application |

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

Additional inspection techniques may be used by KYTC personnel as needed to included but not be limited to destructive testing, magnification, chemical means, etc.

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

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

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

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

The QC inspector and QA inspector shall jointly assign adjacent control areas consecutive numbers and a short description defining their location. After completion of a phase of work in a control area, the QC inspector shall perform an inspection and shall determine whether the area has been satisfactorily prepared. If work in a control area is unsatisfactory, the QC inspector shall require the contractor to make the necessary corrections. That process shall be repeated as necessary until suitable corrections have been made. All logbooks shall be maintained at the job site at all times during the project, made available, upon request, to the Department's representatives and submitted to the Engineer at the end of the project for his review and records.

Test Patch - Prior to initiation of painting, prepare at least one test patch in each Section of work to serve as a standard for reference during the balance of the painting operations. The test patch shall be located at an accessible area incorporating surface types of the project. Use the specified surface preparation on a surface with at least 20 ft² per application method per coating plus 20 ft² for surface preparation.

When Central office personnel, the Engineer, QC inspector, and the QA inspector, agree that the appropriate level of cleanliness and surface preparation have been achieved, the contractor shall apply a clear sealer, supplied by the coatings manufacturer, to at least 20 ft² of the prepared surface. The contractor will then apply coating to the remainder (at least 20-ft²) of the test patch. Set aside the test patch area as a standard for proper application and appearance. Do not paint the reference areas until the balance of the project is completed. After the project is complete, re-blast the area of the test patch with clear sealer, and apply all specified coatings. Apply all coatings, including the clear sealer, in the presence of Central Office personnel, the Engineer, the QA inspector, QC inspector, and a technical representative of the paint manufacturer. If QC and QA inspectors agree, clear coat preservation of the test patch may be replaced with pictorial records.

PAYMENT

All cost to provide QC inspectors shall be considered incidental to the lump sum bid for Clean and Paint Structural Steel (08434).

SPECIAL NOTE FOR PAINT

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

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

SPECIAL NOTE FOR ENVIRONMENTAL AND WORKER SAFETY REGULATIONS

(A) Governing regulations

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

(B) Liabilities and Obligations

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

(C) State and Local Regulatory Agencies

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

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

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

(D) Groundwater and Surface water Protection

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

SPECIAL NOTE FOR STENCILING

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

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

**GARRARD COUNTY, STP 5283 (002)
FD52 040 68487, FD52 076 68487
DANVILLE – RICHMOND ROAD (KY-52)
RECONSTRUCT KY-52 FROM KY-954 IN GARRARD COUNTY TO
WALLACE MILL ROAD IN MADISON COUNTY
ITEM NUMBER: 7-201.01**

GENERAL PROJECT NOTE ON UTILITY PROTECTION

While several utility companies have begun their relocation efforts, it is not anticipated that any of the companies will be complete prior to the project's letting.

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

Kentucky Utilities Company – Transmission, electric transmission currently crossing the proposed mainline between approximate station 269+00 and 270+00.

Kentucky Utilities Company – Distribution, electric distribution currently located adjacent to the existing facility from approximate station 160+00 to 192+00, and approximate station 237+00 to approximate station 65+00 of Connector Road No. 3, and approximate station 73+00 of Connector Road No. 4 to approximate mainline station 340+00. There are numerous crossings located at approximate stations 216+, 227+, 235+50, 237+, 239+50, and 283+.

Inter-County Energy, electric distribution crossings at approximate stations 125+50 and 135+00. In addition to numerous service connection/poles associated with structures that are expected to be removed as a part of the company's relocation.

Garrard County Water Association, water distribution adjacent to the existing facility from approximate station 104+00 to 190+00, and 224+00 to 235+00, and approximate station 88+00 of Wallace Mill Road to approximate station 333+00, these areas would include all approach and connector roads. Additionally, the company has new crossings proposed for approximate stations 207+00, 285+00, and 310+00.

Kirkville Water Association, water distribution is currently located from approximate station 344+00 to approximate station 346+00.

Columbia Gas Transmission, natural gas transmission facilities (three pipelines 30" to 36" in diameter) currently located between approximate station 190+00 and approximate station 193+00.

AT&T – Kentucky, local telecommunications service. The company has stated that they are clear of the proposed project.

Windstream Communications, local telecommunications service. The company has facility currently located adjacent to the existing roadway for the length of the project; in addition to, the various cross-roads associated with the project, with a specific concentration along KY-21.

Time-Warner Cable, local cable television service. The company has stated that they do not have active facility in the area. However, there is facility that has been abandoned, and will be removed; however, this activity should not adversely affect the project.

Garrard County Schools, fiber optic facility. The school system has also stated that they do not have active facility within the project area.

The Contractor is fully responsible for protection of all utilities listed above

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

**GARRARD COUNTY, STP 5283 (002)
FD52 040 68487, FD52 076 68487
DANVILLE – RICHMOND ROAD (KY-52)
RECONSTRUCT KY-52 FROM KY-954 IN GARRARD COUNTY TO
WALLACE MILL ROAD IN MADISON COUNTY
ITEM NUMBER: 7-201.01**

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

None

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

Kentucky Utilities Company – Transmission, electric transmission facility currently crossing the proposed mainline between approximate station 269+00 and 270+00. The company's estimated completion date is anticipated to be March 1, 2014; however, weather (in this area and throughout the region) may cause unexpected delays.

Kentucky Utilities Company – Distribution, electric distribution facility currently located adjacent to the existing facility from approximate station 160+00 to 192+00, and approximate station 237+00 to approximate station 65+00 of Connector Road No. 3, and approximate station 73+00 of Connector Road No. 4 to approximate mainline station 340+00. There are numerous crossings located at approximate stations 216+, 227+,235+50,237+,239+50, and 283+. The company's estimated completion date is anticipated to be October 1, 2014; however, weather (in this area and throughout the region) may cause unexpected delays.

Inter-County Energy, electric distribution facility crossings at approximate stations 125+50 and 135+00. In addition to numerous service connection/poles associated with structures that are expected to be removed as a part of the company's relocation. The company's estimated completion date is anticipated to be December 1, 2013; however, weather (in this area and throughout the region) may cause unexpected delays.

Garrard County Water Association, water distribution facility adjacent to the existing facility from approximate station 104+00 to 190+00, and 224+00 to 235+00, and approximate station 88+00 of Wallace Mill Road to approximate station 333+00, these areas would include all approach and connector roads. Additionally, the company has new crossings proposed for approximate stations 207+00, 285+00, and 310+00. The company's estimated completion date is anticipated to be December 1, 2013; however, weather (in this area and throughout the region) may cause unexpected delays.

Kirkville Water Association, water distribution facility located from approximate station 344+00 to approximate station 346+00. The company's estimated completion date is anticipated to be December 1, 2013; however, weather (in this area and throughout the region) may cause unexpected delays.

Columbia Gas Transmission, natural gas transmission facilities (three pipelines 30" to 36" in diameter) currently located between approximate station 190+00 and approximate station 193+00. The

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

**GARRARD COUNTY, STP 5283 (002)
FD52 040 68487, FD52 076 68487
DANVILLE – RICHMOND ROAD (KY-52)
RECONSTRUCT KY-52 FROM KY-954 IN GARRARD COUNTY TO
WALLACE MILL ROAD IN MADISON COUNTY
ITEM NUMBER: 7-201.01**

company's new facility is proposed to be located from approximate station 182+00 to approximate station 184+00. The company's estimated completion date is anticipated to be November 1, 2014; however, weather (in this area and throughout the region) may cause unexpected delays.

AT&T – Kentucky, local telecommunications service. The company has stated that they are clear of the proposed project.

Windstream Communications, local telecommunications service. The company's facility will be placed on poles owned by themselves, Kentucky Utilities Company, and/or Inter-County Energy; therefore, the company cannot begin until those companies have completed their relocation. Additionally, the company has facility located along KY-21, in the vicinity of the proposed bridge construction, that is not anticipated to be relocated at the time of the bridge construction, or any activities associated with the bridge construction. Currently, the company's estimated completion date is anticipated to be March 1, 2015; however, weather (in this area and throughout the region) may cause unexpected delays.

Time-Warner Cable, local cable television service. The company has stated that they do not have facility in the area.

Garrard County Schools, fiber optic facility The school system has also stated that they do not have active facility within the project area.

The Department will consider submission of a bid as the Contractor's agreement to not make any claims for additional compensation due to delays or other conditions created by the operations of the utility relocation contractors. Working days will not be charged for those days on which work by the utility relocation contractor is delayed, as provided in the current edition of the KY Standard Specifications for Road and Bridge Construction. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to the project, the KYTC Resident Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

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

None.

SPECIAL NOTES FOR UTILITY CLEARANCE

IMPACT ON CONSTRUCTION

GARRARD COUNTY, STP 5283 (002)
FD52 040 68487, FD52 076 68487
DANVILLE – RICHMOND ROAD (KY-52)
RECONSTRUCT KY-52 FROM KY-954 IN GARRARD COUNTY TO
WALLACE MILL ROAD IN MADISON COUNTY
ITEM NUMBER: 7-201.01

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

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

BEFORE YOU DIG

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be members of the KY 811 one-call Before-U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area.

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

N O T I C E

**DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS
(LETTER OF PERMISSION (LOP) & INDIVIDUAL WATER QUALITY
CERTIFICATION**

PROJECT: Garrard/Madison County, Item No. 7-0201.00
Realignment

The Section 404 activities for this project have been previously permitted under the authority of the Department of the Army Letter of Permission (LOP) & Individual Water Quality Certification. In order for this authorization to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide & Individual Permit in a conspicuous location at the project site for the duration of construction and comply with the general & special conditions as required.

To more readily expedite construction, the contractor may elect to alter the design or perform the work in a manner different from what was originally proposed and specified. Prior to commencing such alternative work, the contractor shall obtain **written** permission from the Division of Construction and the Corps of Engineers. A copy of any request to the Corps of Engineers to alter this proposal and subsequent responses shall be forwarded to the Division of Environmental Analysis, DA Permit Coordinator, for office records and for informational purposes.



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059
FAX: (502) 315-6677
<http://www.lrl.usace.army.mil/>

14 FEB '13 AM 9:44

February 12, 2013

Operations Division
Regulatory Branch (South)
ID No. LRL-2012-798-jea

Mr. David Walder
Kentucky Transportation Cabinet
Division of Highways
200 Mero Street
Frankfort, Kentucky 40622

Dear Mr. Waldner:

This is in regard to your application for a Department of the Army (DA) permit dated December 10, 2012, concerning a plan for the placement of dredged and fill material in "waters of the United States (U.S.)" associated with the proposed KY-52 (KYTC Item No. 7-201) reconstruction consisting of the realignment of approximately 4.5 miles of KY 52 in Garrard County to Mill Road in Madison County, Kentucky. We have reviewed your application and have made the following determinations: the work is minor in nature, will not have a significant impact on the environment, and should encounter no opposition.

Based on these determinations, your proposed work satisfies the Letter of Permission (LOP) criteria, as specified in our regulations. Therefore, you are authorized, in accordance with 33 USC 403, to impact 6 ephemeral streams, 3 intermittent streams and 1 jurisdictional pond. Also, the work would consist of filling and grading of four manmade isolated farm ponds. The mitigation required for the stream impacts would be 1,179 Adjusted Mitigation Units. The KYTC proposes to offset these stream impacts through the withdrawal of 1,179 credits from the Kentucky Transportation Cabinet, Lincoln County Stream and Wetland Advanced Mitigation site. The work is authorized by this LOP will also be subject to the attached General Conditions and the following conditions:

- a. The project shall be constructed in accordance with the enclosed plans dated March 15, 2011, entitled "Plans of Proposed Project Garrard & Madison County, Richmond to Lancaster Road KY 52" for Kentucky Transportation Cabinet, Item No. 7-201.
- b. The permittee shall provide to the District Engineer an updated ledger for the Lincoln County Mitigation Site within 30 days of this authorization. This updated ledger should show a withdrawal of 1,179 linear feet from the available stream credits prior to the discharge of fill into "waters of the U.S."

- c. The permittee shall adhere to the Indiana Bat Programmatic Agreement as outlined in the Memorandum of Agreement between the Federal Highways Administration, U.S. Fish and Wildlife Service-Kentucky Field Office and Kentucky Transportation Cabinet (KYTC) to account for the loss of 5.8 acres of potential Indiana bat habitat. The KYTC shall adhere to seasonal tree clearing by avoiding the dates from April 1 to October 14 to correspond with the gray bat (*Myotis grisecens*) foraging habitat and Indiana bat (*Myotis sodalist*) summer maternity and foraging habitat.
- d. The time limit for completing the work authorized ends on **February 12, 2018**. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least 1 month before the above date is reached.
- e. Upon completion of construction you are to notify the District Engineer. The enclosed Completion Report form must be completed and returned to this office.

This authorization will be effective as soon as we receive your signed acceptance of these conditions. Please sign and date the duplicate copy of this letter in the space provided and return the signed copy in the enclosed envelope. Please note that we also perform periodic inspections to ensure compliance with our permit conditions and appropriate Federal laws.

This letter contains a proffered permit for your proposed project and an approved jurisdictional determination for four isolated ponds. If you object to this decision or not in agreement with the approved JD, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal this decision you must submit a completed RFA form to the Lakes and Rivers Division Office at the following address.

U.S. Army Engineer Division,
ATTN: Appeal Review Officer CELRD-PD-REG
550 Main Street - Room 10524
Cincinnati, Ohio 45202-3222

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by **April 15, 2013**.

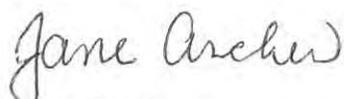
It is not necessary to submit an RFA form to the Division office if you do not object to the decision in this letter.

Also enclosed with this proffered permit is a preliminary jurisdictional determination (JD). A preliminary jurisdictional determination is not appealable and impacting "waters of the U.S." identified in the preliminary JD will result in you waiving the right to request an approved JD at a later date. An approved JD may be requested (which may be appealed), by contacting me for further information.

It is not necessary to submit an RFA form to the Division office if you do not object to the determination in this letter.

Copies of this letter will be sent to the appropriate coordinating agencies (see enclosure for addresses).

FOR THE DISTRICT ENGINEER:



Jane Archer
Regulatory Specialist
Regulatory Branch

Enclosures

(I accept the conditions of this authorization):



Kentucky Transportation Cabinet

2/20/13

Date

ADDRESSES FOR COORDINATING AGENCIES

Mr. Duncan Powell
USEPA, Region IV
Water Protection Division Wetlands
& Marine Regulatory Section
Sam Nunn Atlanta Federal Center
Mail Code 9T25
61 Forsyth Street, SW
Atlanta, Georgia 30303

Mr. Virgil Lee Andrews, Field Supervisor
U.S. Fish & Wildlife Service
J.C. Watts Federal Building, Room 265
330 West Broadway
Frankfort, Kentucky 40601

Ms. Sandra Gruzesky, Director
KY Environmental and Public Protection Cabinet
Division of Water
200 Fair Oaks Lane, 4th Floor
Frankfort, Kentucky 40601

Dr. Jon Gassett, Commissioner
KY Department of Fish and Wildlife Resources
#1 Game Farm Road
Frankfort, Kentucky 40601

Mr. Lindy Casebier
Executive Director
Kentucky Heritage Council
State Historic Preservation Officer
300 Washington Street
Frankfort, Kentucky 40601

GENERAL CONDITIONS

1. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

2. If you discover any previously unknown historic or archaeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

3. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this authorization.

4. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of the authorization.

Further Information:

1. Limits of this authorization.

a. This authorization does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This authorization does not grant any property rights or exclusive privileges.

c. This authorization does not authorize any injury to the property or rights of others.

d. This authorization does not allow or sanction interference with any existing or proposed Federal project.

2. Limits of Federal Liability. In issuing this authorization, the Federal Government does not assume any liability for the following:

a. Damages to authorized project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the authorized project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the authorized activity.
 - d. Design or construction deficiencies associated with the authorized work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this authorization.
3. Reliance on Applicant's Data: The determination of this office that issuance of this authorization is not contrary to the public interest was made in reliance on the information you provided.
4. Reevaluation of Permit Decision. This office may reevaluate its decision on this authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this authorization.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your authorization and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

5. Good Faith Transfer. If you sell the property associated with this authorization, you must have the new owner submit a statement accepting the transfer and agreement with the terms and conditions.

USER: 5566USER5566
DATE: 3/15/2011
FILE NAME: J:\Project\601\mod52\CD-EMAIL\2011-03-15\REV17-201.D\RAW_REV1700100LS-PR.dgn
SHEET NAME: 300100LS-PR.dgn

REVIEWED BY _____
DIVISION OF CONSTRUCTION

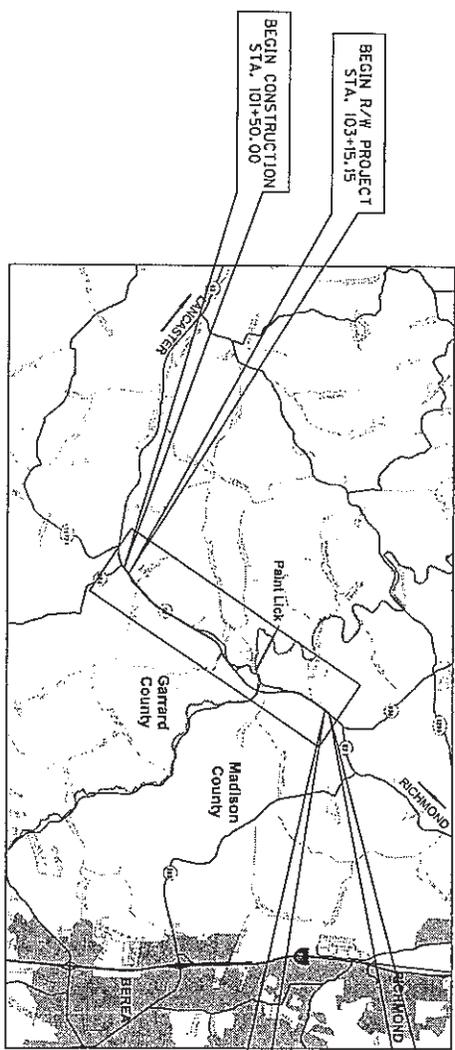
NO.	DATE
RECORD PLANS	
CONSTRUCTION PLANS	

INDEX OF SHEETS
SHEET NO. _____
DESCRIPTION _____
LAYOUT SHEET
TITLE SHEET
GENERAL NOTES
LETTERS-SUMMARY OF QUANTITIES
BILL OF MATERIALS
PROFILES
SECTION OF THE STRIP AND DETAILS
SECTION OF THE STRIP AND DETAILS
SECTION OF THE STRIP AND DETAILS

SHEETS NOT INCLUDED IN TOTAL SHEETS
14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32A, 32B

DESIGN CRITERIA
CLASS OF HIGHWAY: RURAL COLLECTOR
DESIGN SPEED: 55 MPH
DESIGN LIFE: 20 YEARS
LEVEL OF SERVICE: A
ADT PRESENT (2010): 1,800
ADT FUTURE (2025): 3,500
DAYS: 365
7.5% ADJUSTED GOR: 0.007
60/40
GEOGRAPHIC COORDINATES
LATITUDE: 31 DEGREES 38 MINUTES 16.6 SECONDS NORTH
LONGITUDE: 82 DEGREES 22 MINUTES 55.5 SECONDS WEST
DESIGNED
% RESTRICTED SO: 0%
LEVEL OF SERVICE: D2
MAX. DISTANCE W/O PASSING: 13,350 (4.53 mi)

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
PLANS OF
PROPOSED PROJECT
GARRARD & MADISON COUNTY
RICHMOND TO LANCASTER ROAD
KY 52



LAYOUT MAP
SCALE: 1" = 1 MILE

ROAD NO.	LINK FT.	MILES	ROAD NO.	LINK FT.	MILES
Old KY 52 Conn. No. 3	1,810	0.034	Old KY 52 Conn. No. 3A	1,810	0.034
Little Rd	1,810	0.034	Sea Shepherd Rd	1,810	0.034
Old KY 52 Conn. No. 2	1,810	0.034	White Lick Rd	1,810	0.034
Old KY 52 Conn. No. 4	1,810	0.034	Richmond Mill Rd	1,810	0.034
Old KY 52 Conn. No. 1	1,810	0.034	Richmond Mill Rd	1,810	0.034

**RIGHT OF WAY
PLANS**

ACCESS CONTROL
BY PERMIT

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY OF
GARRARD COUNTY &
MADISON COUNTY

PROJECT NO. 1201.00
PROJECT DATE 09/01/09
PROJECT NUMBER 018 002 000-001
LETTING DATE _____
CONTRACT NO. _____
CONTRACT DATE _____
DRAWN BY _____
CHECKED BY _____
DATE _____

DESIGNED BY _____
DRAWN BY _____
DATE _____



COUNTY OF	1100 NO.	SHEET NO.
GARRARD & MADISON	7-200.0	50

ISSUED PLAN DATE: MAR 14, 2011

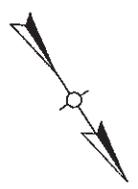
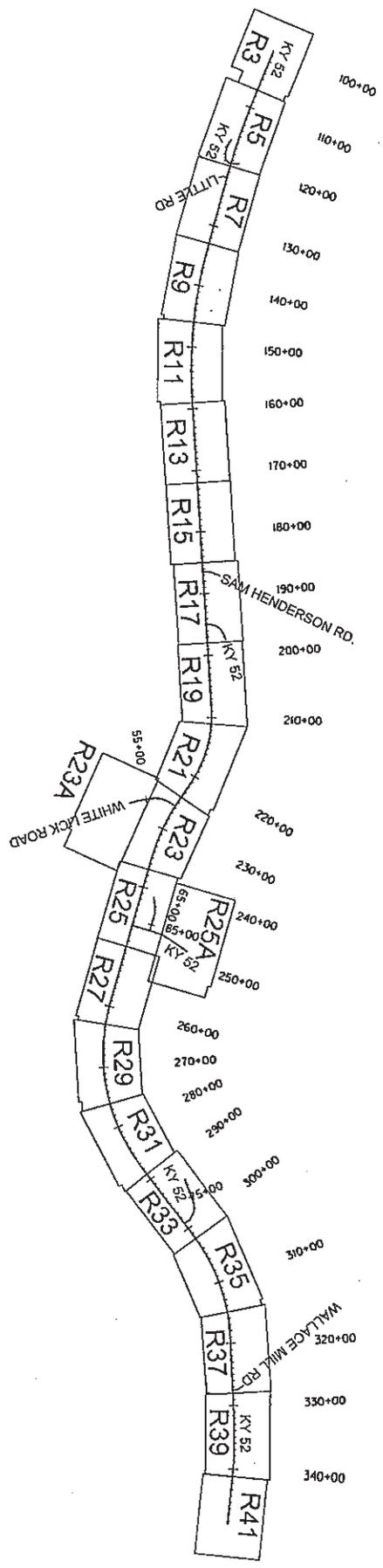
USER: *****
DATE: 2/15/2011
FILE NAME: J:\Kco1\Garrard52\CD-EMAIL\2011-05-14R\F-REV\7-2011\0\RF REV\R001\0805.dgn
E-SHEET NAME: R0010805.dgn
3/15/2011

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

SCALE: 1"=800'

KY 52
SCHEMATIC LAYOUT SHEET

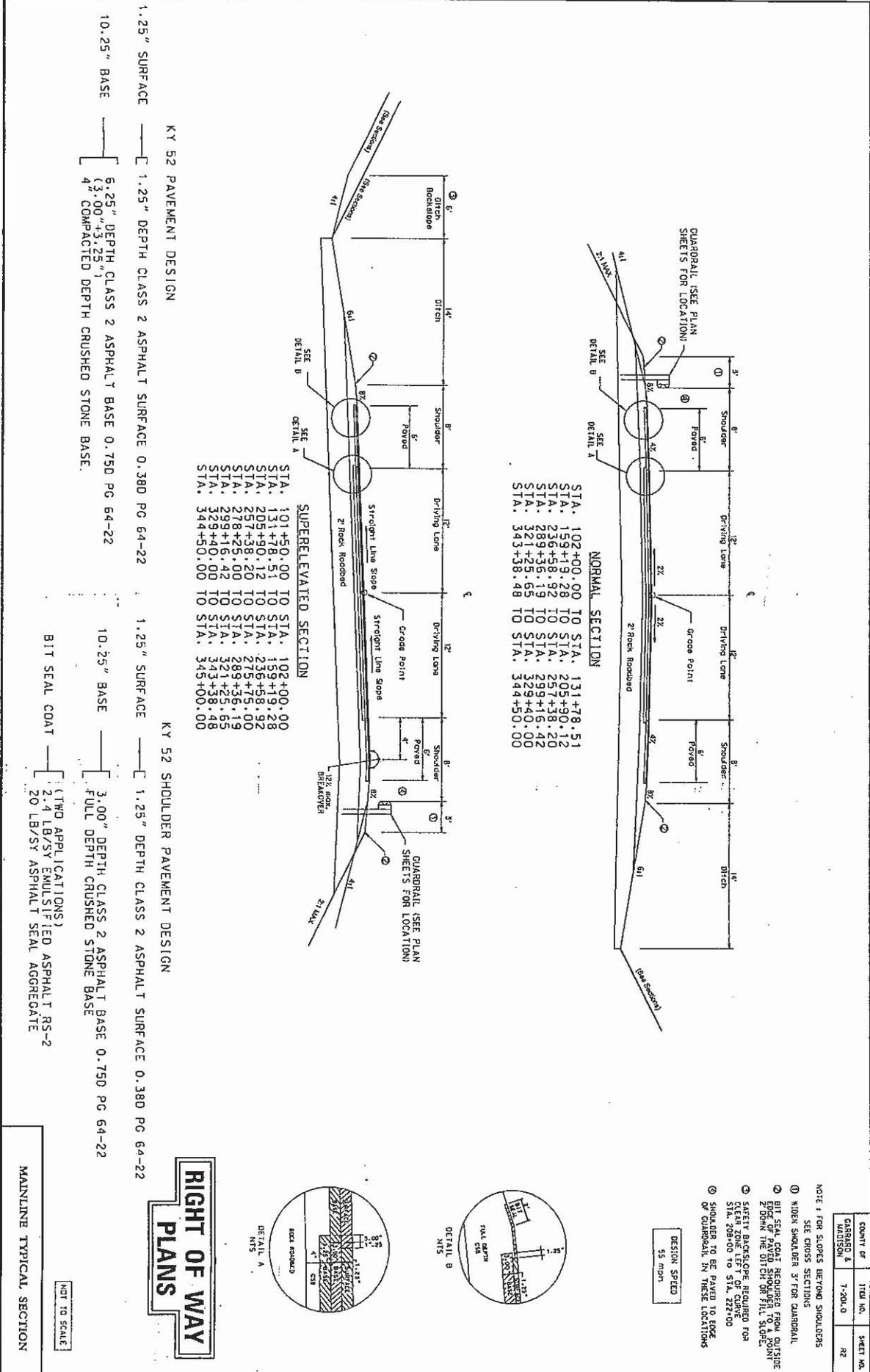
**RIGHT OF WAY
PLANS**



COUNTY OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-204.0	51
REVISED PLAN DATE: MAR 11, 2011		

Cell Library: hysc.dwg
Cell Name: 02
00-1441-1111 H41M
R2222073.dwg

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____



Cell Library: hysc.dwg
Cell Name: 02
00-1441-1111 H41M
R2222073.dwg

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

1.25" SURFACE — [1.25" DEPTH CLASS 2 ASPHALT SURFACE 0.380 PG 64-22]

10.25" BASE — [6.25" DEPTH CLASS 2 ASPHALT BASE 0.750 PG 64-22]
[3.00" (+3.75")]
[4" COMPACTED DEPTH CRUSHED STONE BASE]

1.25" SURFACE — [1.25" DEPTH CLASS 2 ASPHALT SURFACE 0.380 PG 64-22]

10.25" BASE — [3.00" DEPTH CLASS 2 ASPHALT BASE 0.750 PG 64-22]
[FULL DEPTH CRUSHED STONE BASE]

BIT SEAL COAT — [(TWO APPLICATIONS)]
[2.4 LB/SY EMULSIFIED ASPHALT RS-2]
[20 LB/SY ASPHALT SEAL AGGREGATE]

RIGHT OF WAY PLANS

MAINLINE TYPICAL SECTION

DESIGN SPEED
55 mph

NOTE:
FOR SLOPES BEYOND SHOULDERS
SEE CROSS SECTIONS
① WIDER SHOULDER 3' FOR GARRARD
② BIT SEAL COAT REQUIRED FROM OUTSIDE
EDGE OF PAVED SHOULDER TO A POINT
2' FROM THE DITCH OR FILL SLOPE.
③ SAFETY BACKSLOPE REQUIRED FOR
STEEL CORNER LPS CURVE
STA. 2880 TO STA. 2920
④ SHOULDER TO BE PAVED TO EDGE
OF CROWNLINE IN THESE LOCATIONS

QUADRANT USE PLAN SHEETS FOR LOCATION

NORMAL SECTION

SUPERELEVATED SECTION

RIGHT OF WAY PLANS

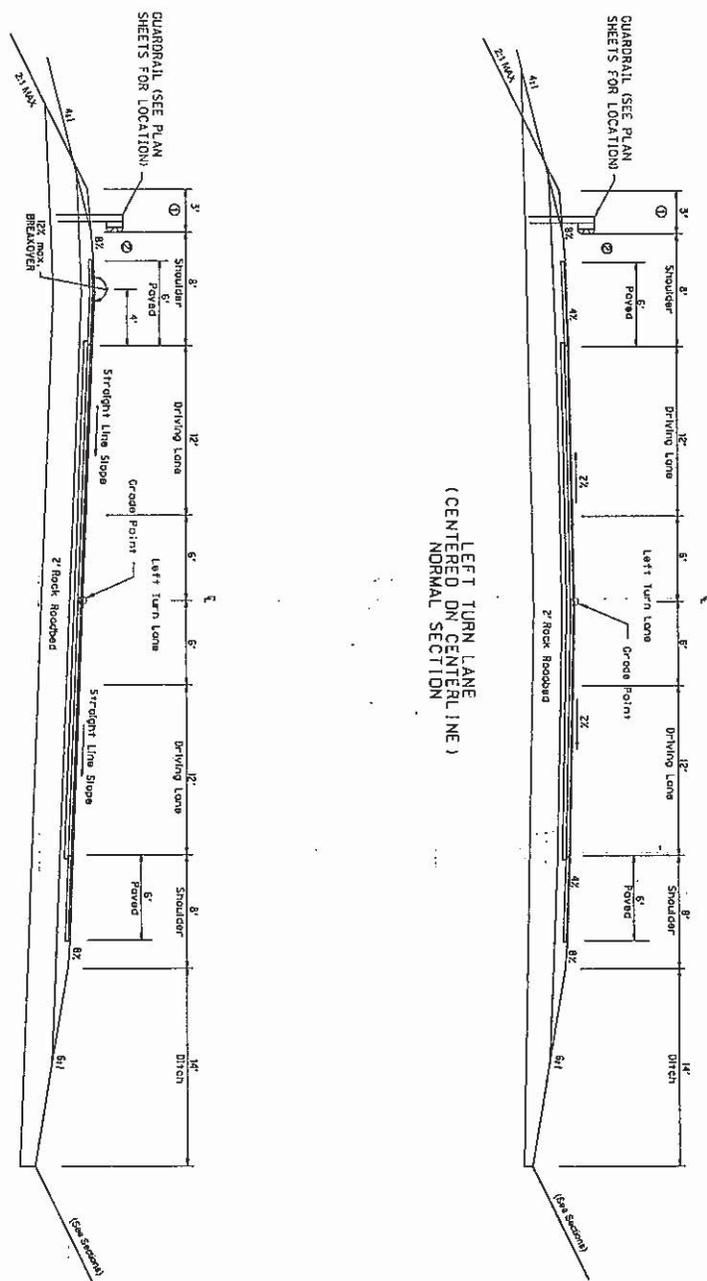
DETAIL A

DETAIL B

Cell: Libor@kytc.com
Cell: 606-251-1444
DD-MMM-YYYY HH:MM

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

R0020010.dgn R0020010.dgn



LEFT TURN LANE
(CENTERED ON CENTERLINE)
SUPERELEVATED SECTION

LEFT TURN LANE
(CENTERED ON CENTERLINE)
NORMAL SECTION

STATION TO STATION	RIGHT OF WAY LANE
101+50 TO 103+50	TRANSITION
103+50 TO 105+50	TRANSITION
283+35 TO 292+85	TRANSITION
312+00 TO 312+00	TRANSITION
312+00 TO 312+00	TRANSITION

DESIGN SPEED
55 mph

NOTE: FOR SLOPES BEYOND SHOULDER
SEE CROSS SECTIONS
① WIDER SHOULDER 3' FOR GUARDRAIL
② SHOULDER TO BE PAVED TO EDGE
OF GUARDRAIL IN THESE LOCATIONS

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201-0	22A

**RIGHT OF WAY
PLANS**

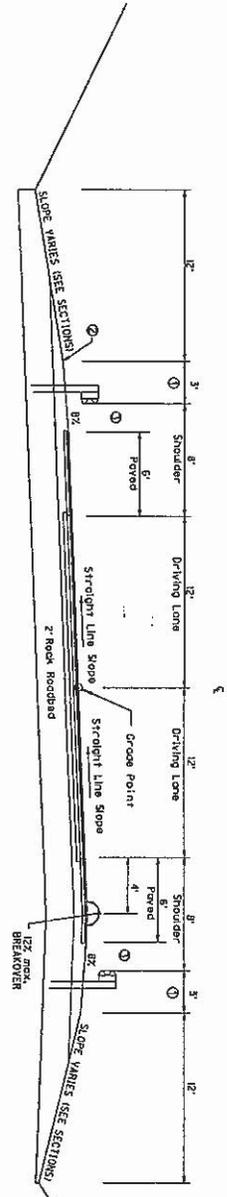
NOT TO SCALE

MAINLINE TYPICAL SECTION

Cell Library: kytc.ce
Cell Name: sp
DC-10M-11111 10x10
R022002.dgn

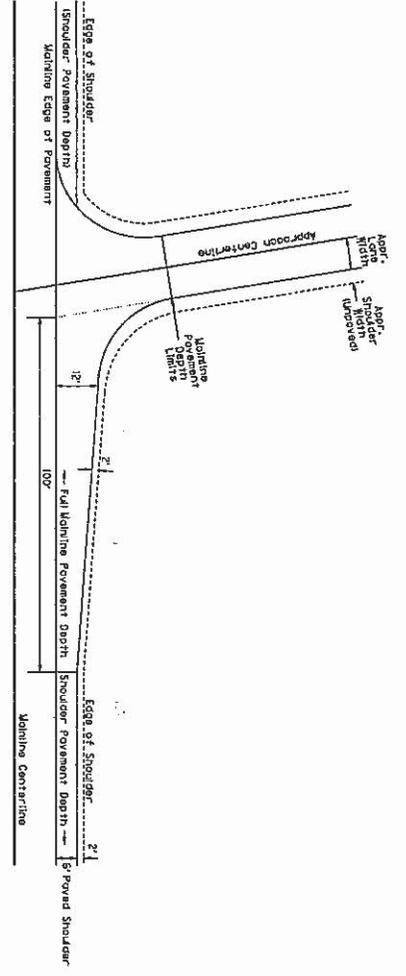
PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

R022002.dgn



MAINLINE CUT SECTION
BETWEEN BRIDGES
STA. 275+75.00 TO STA. 278+25

MAINLINE SHOULDERS
AT APPROACHES
(Adapted From Standard Drawing No. RPM-110-05)



- NOTE: FOR SLOPES BEYOND SHOULDERS
SEE CROSS SECTIONS
- ① WIDER SHOULDER FOR GUARDRAIL
 - ② BIT SET POINT REQUIRED FROM INSIDE EDGE OF PAVED SHOULDER TO INSIDE 2" DOWN THE DITCH OR FILL SLOPE
 - ③ SHOULDER TO BE PAVED TO EDGE OF GUARDRAIL IN THESE LOCATIONS

DESIGN SPEED
55 mph

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R2C

RIGHT OF WAY
PLANS

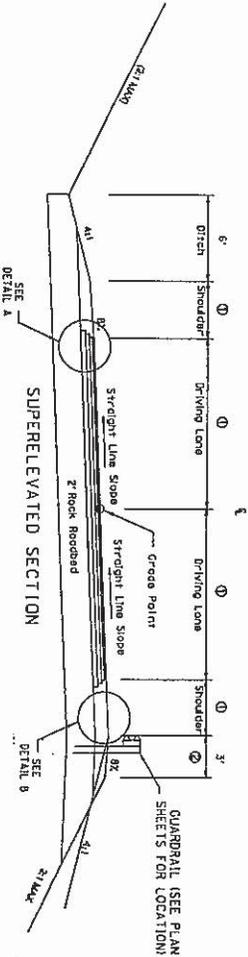
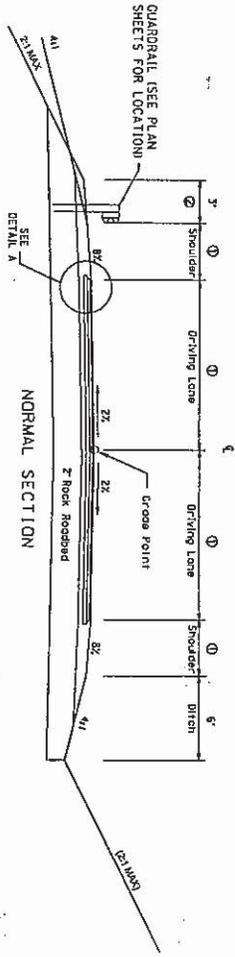
NOT TO SCALE

MAINLINE TYPICAL SECTION

Cell Library: kytc.com
Cell Name: 00-UM-YYYY Rev: 00
R020070.dgn

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

R020070.dgn



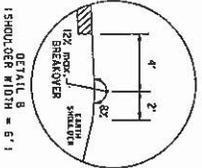
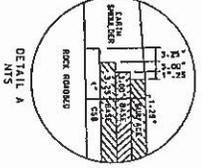
APPROACH PAVEMENT DESIGN

- 1.25" SURFACE — 1.25" DEPTH CLASS 2 ASPHALT SURFACE 0.38D PG 64-22
- 10.25" BASE — 6.25" DEPTH CLASS 2 ASPHALT BASE 0.75D PG 64-22
- 4" COMPACTED DEPTH CRUSHED STONE BASE

LOCATION	ROAD NAME	LANE WIDTH	SHOULDER WIDTH
119+48.6 LT	LANSE RD	9'	2'
119+55.6 RT	D.O. KT 52 CONNECTOR #1	9'	2'
121+50 RT	LITTLE RD	9'	2'
148+50 LT	SAM HENDERSON RD	9'	2'
150+00 LT	D.O. KT 52 CONNECTOR #2	11'	2'
225+75 RT	WHITE LICK RD	9'	2'
246+50 LT	D.O. KT 52 CONNECTOR #3 & 3A	11'	2'
259+00 LT	D.O. KT 52 CONNECTOR #4	11'	2'
321+00 LT	WALLACE WILL RD	9'	2'

NOTE 1: FOR SLOPE BEYOND SHOULDERS
SEE CROSS SECTIONS
② WIDER SHOULDER 3' FOR GUARDRAIL

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201-D	R20



RIGHT OF WAY PLANS

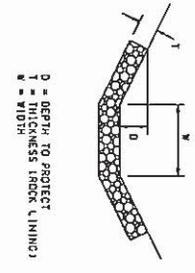
APPROACH TYPICAL SECTION

NOT TO SCALE

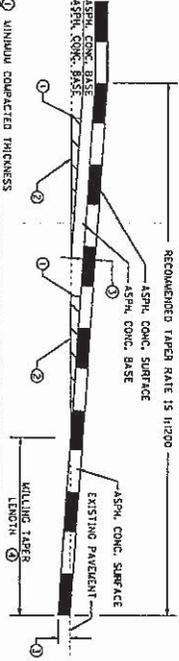
WORKS NAME
131
FORM NO. 2
12/21/2010

Call Library: roadwork.cad
or
00-MEM-TTYT-HMUM
R0220015.dgn

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____

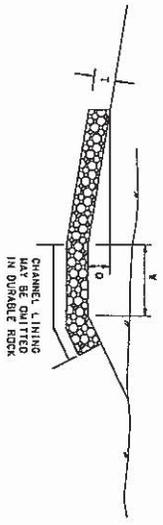


TYPICAL SURFACE DITCH SECTION

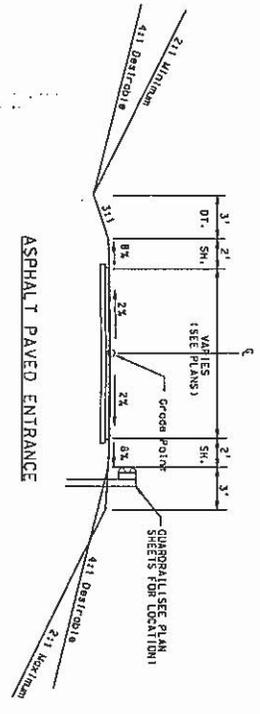


TAPERING OF OVERLAYS ON HIGH SPEED FACILITIES (≥45 MPH)

- 1 MINIMUM COMPACTED THICKNESS
 - 2 ASPHALT MIXTURE FOR LEVELING AND REPAIRS OR NEXT COURSE OF ASPHALT MIXTURE.
 - 3 ASPHALT SURFACE THICKNESS FULL DEPTH
 - 4 ASPHALT SURFACE FULL DEPTH (DO NOT TAPER RATE)
 - 5 TAPER LENGTH (1:1) = 100% TAPER RATE
 - 6 TAPER LENGTH (1:1) = 100% TAPER RATE
- FOR A TAPER RATE OF 1:200
TAPER LENGTH = 200 FEET WHEN T = 1.25 INCHES
TAPER LENGTH = 100 FEET WHEN T = 1.50 INCHES



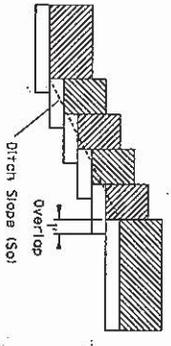
TYPICAL ROADWAY DITCH (NORMAL AND SPECIAL DITCH)



NOTE: FOR SLOPES BEYOND SHOULDERS SEE CROSS SECTIONS

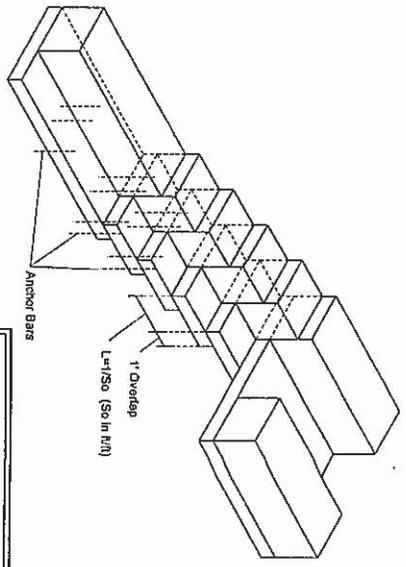
GABION STEP DITCH-CROSS SECTION

- 6 No. 8 Bors (4' Long) Centered on Each Overlap
 - 6 No. 8 Bors (3' Long) Centered on Each Apron
 - 10' At 9' Intervals When L = 10' Or More
- Anchor Bors
Gabion Basket (Class 1A Material)
- Notes: Bay from Top Bor
Reinforcing Wall Gabion
Channel Lining Class 1A



GABION STEP DITCH-PROFILE VIEW

GABION STEP DITCH-OBLIQUE VIEW



GABION STEP DITCH
LEFT STA 278+25 TO 279+85
RIGHT STA 279+50 TO 281+00

ENTRANCE & DITCH TYPICAL

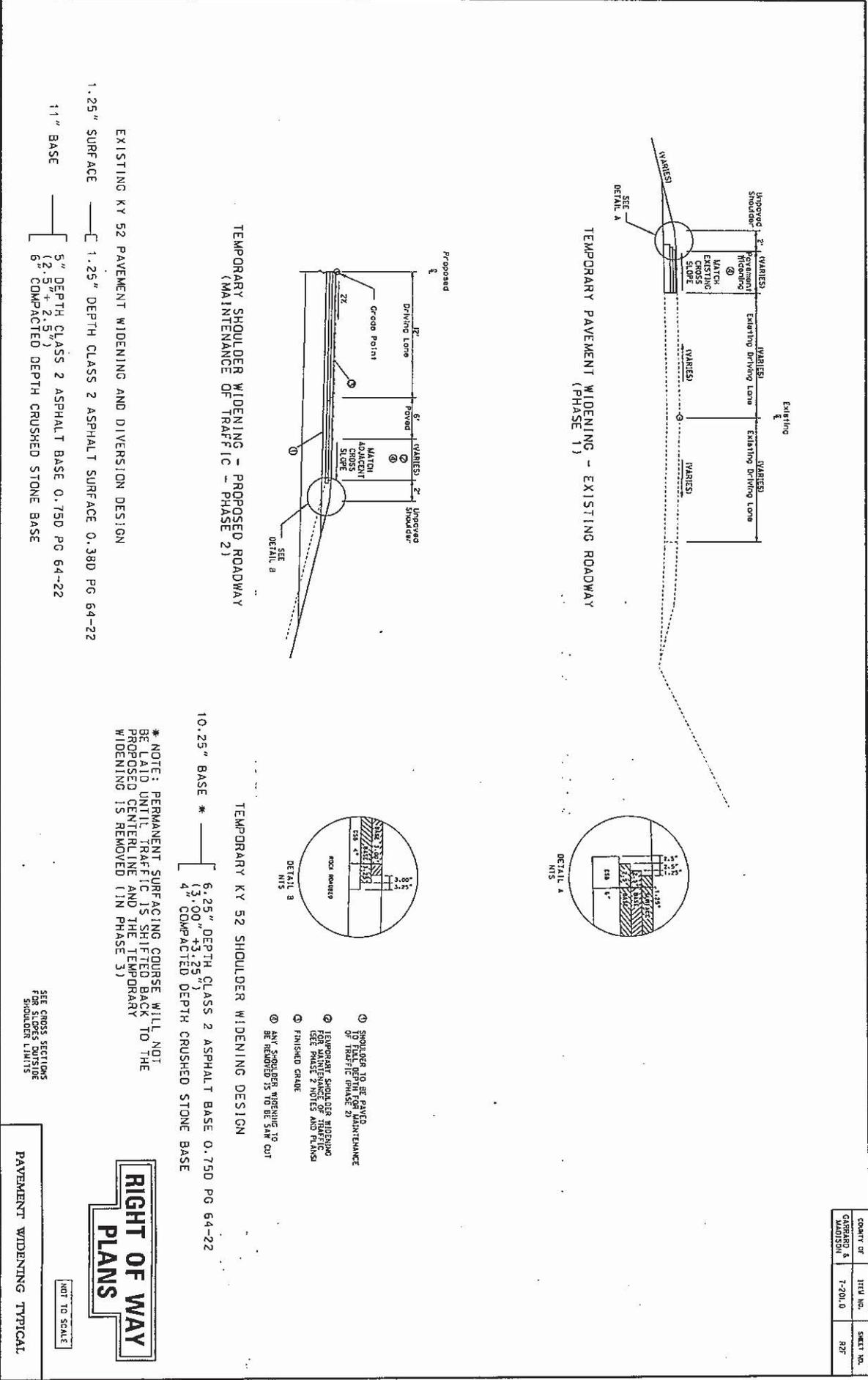
NOT TO SCALE

RIGHT OF WAY PLANS

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	1-204.0	R2C

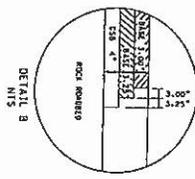
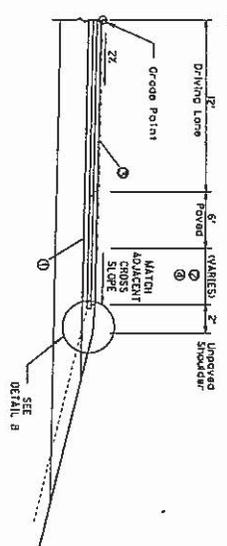
VEHOURS NAME
Cell: 606.471.7700
Fax: 606.471.7700
12/21/2010

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____



EXISTING KY 52 PAVEMENT WIDENING AND DIVERSION DESIGN
 1.25" SURFACE [1.25" DEPTH CLASS 2 ASPHALT SURFACE 0.380 PG 64-22
 11" BASE [5" DEPTH CLASS 2 ASPHALT BASE 0.75D PG 64-22
 [2.5" + 2.5"]
 [6" COMPACTED DEPTH CRUSHED STONE BASE

TEMPORARY SHOULDER WIDENING - PROPOSED ROADWAY
(MAINTENANCE OF TRAFFIC - PHASE 2)



- ① SHOULDER TO BE PAVED TO MAINTENANCE OF TRAFFIC (PHASE 2)
- ② TEMPORARY SHOULDER WIDENING FOR MAINTENANCE OF TRAFFIC (SEE PHASE 2 NOTES AND PLANS)
- ③ FINISHED GRADE
- ④ ANY SHOULDER WIDENING TO BE REMOVED IS TO BE SAW CUT

TEMPORARY KY 52 SHOULDER WIDENING DESIGN

10.25" BASE * [6.25" DEPTH CLASS 2 ASPHALT BASE 0.75D PG 64-22
 [3.00" + 3.25"]
 [4" COMPACTED DEPTH CRUSHED STONE BASE

* NOTE: PERMANENT SURFACING COURSE WILL NOT BE LAID UNTIL TRAFFIC IS SHIFTED BACK TO THE PROPOSED CENTERLINE AND THE TEMPORARY WIDENING IS REMOVED (IN PHASE 3)

SEE CROSS SECTIONS FOR SLOPE DIVERSION SHOULDER LIMITS

PAVEMENT WIDENING TYPICAL

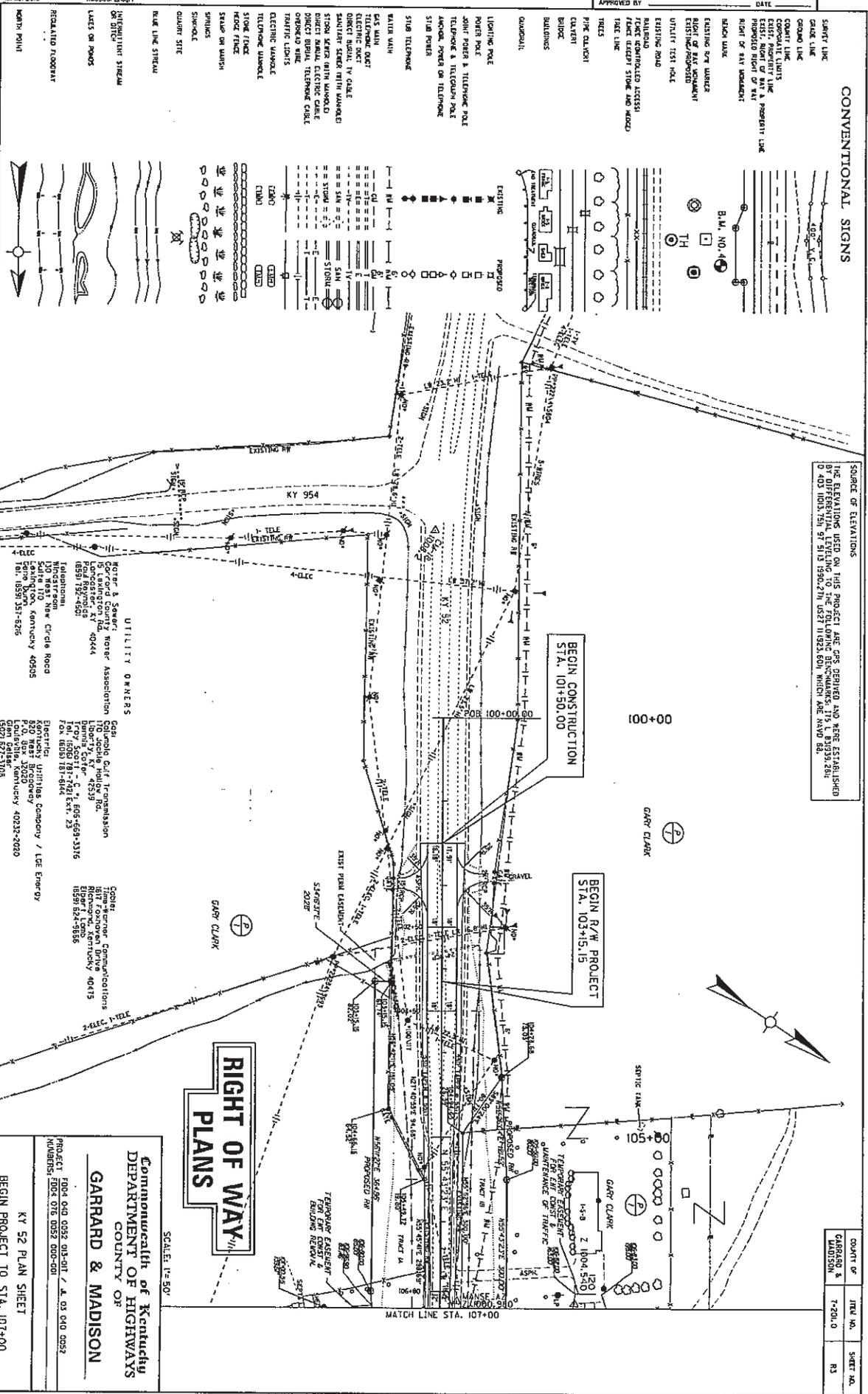
RIGHT OF WAY
PLANS

(NOT TO SCALE)

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	1-201.0	227

USER: 6666USER6666
DATE: 12/22/2010
FILE NAME: J:\Vdot\Germoo52\Plan\00300PL.dgn
SHEET NAME: R00300PL.dgn
12/22/2010

PREPARED BY: _____ DATE: _____
CHECKED BY: _____ DATE: _____
APPROVED BY: _____ DATE: _____



SOURCE OF ELEVATIONS
THE ELEVATIONS USED ON THIS PROJECT ARE GAS BENCHMARK AND WERE ESTABLISHED BY DIFFERENTIAL LEVELING TO THE FOLLOWING BENCHMARKS: 1751, B1939, 261, 2403, 1003, 759, 97, 5113, 1990, 27H, US27, 11923, 60H, WHICH ARE NAVD 83.

UTILITY OWNERS

Water & Sewer: Water Association
100 Lexington Rd
Covington, KY 40044
659-732-4587

Gas: Louisville Gas & Electric Company
501 West New Circle Road
Lexington, Kentucky 40505
Tel: 859-381-8285

Electric: Kentucky Company / LGE Energy
P.O. Box 3200
250 West Broadway
Lexington, Kentucky 40521-2000
Tel: 859-251-3105

Fiber Optic: Time Warner Communications
1000 Commonwealth Blvd
Richmond, Kentucky 40415
Tel: 606-881-9185

RIGHT OF WAY PLANS

SCALE: 1"=50'

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS
COUNTY OF
GARRARD & MADISON

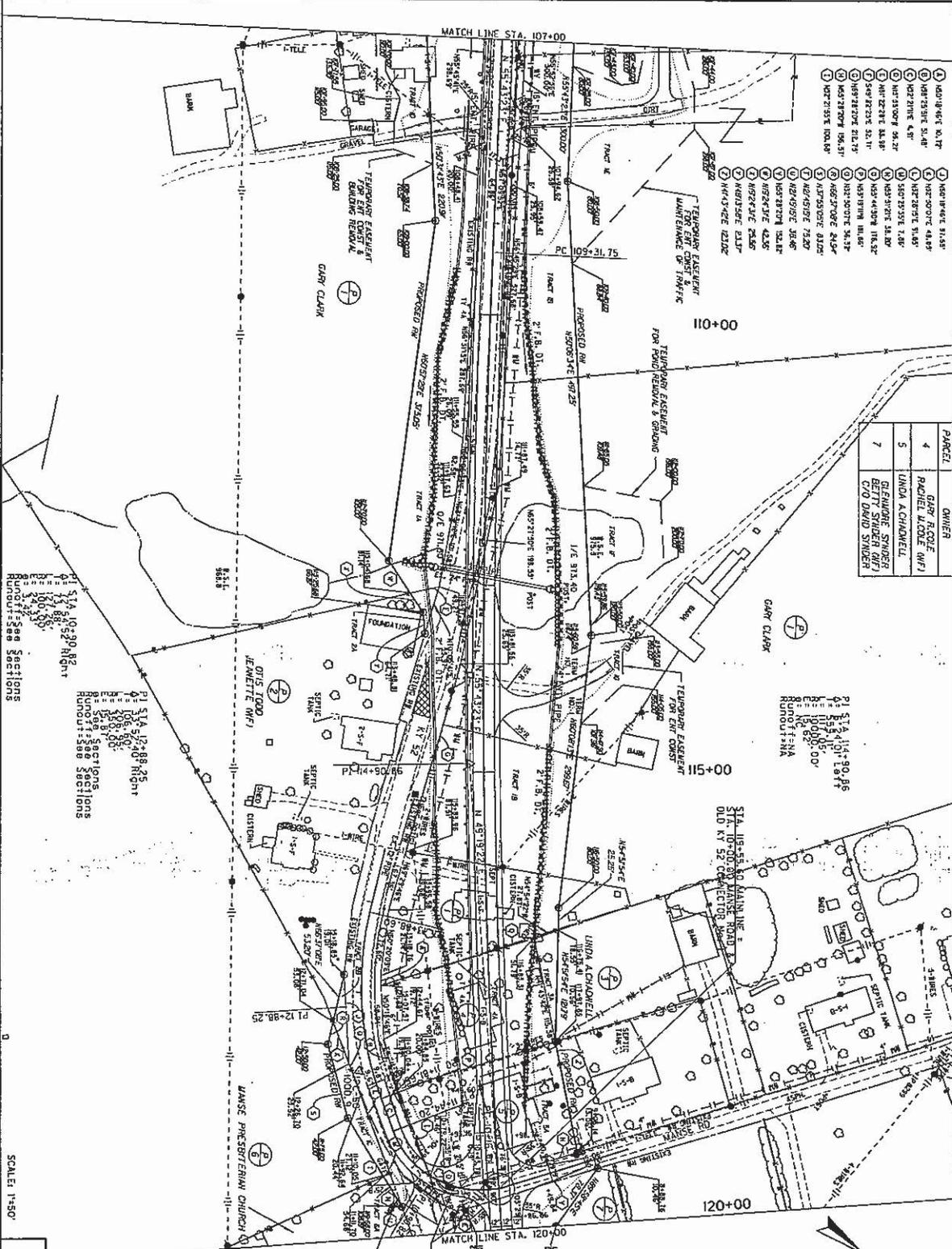
PROJECT: R004-040-0032-015-001 / A. 03 010 0052
ADDENDUM: EDCR 016 0052 000-001

KY 52 PLAN SHEET
BEGIN PROJECT TO STA. 107+00

COUNT OF	SHEET NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R3

USER: 6666USER6666
 DATE: 3/15/2011
 FILE NAME: J:\Krdor\Gormod52\CD-EMAIL\2011-05-14R6-REV17-201.0\VRH REV17.RD05DPL.dgn
 SHEET NAME: R00500PL.dgn
 3/15/2011

PREPARED BY _____ DATE _____
 CHECKED BY _____ DATE _____
 APPROVED BY _____ DATE _____



- 1) 40' R/W 0.17'
- 2) 40' R/W 0.17'
- 3) 40' R/W 0.17'
- 4) 40' R/W 0.17'
- 5) 40' R/W 0.17'
- 6) 40' R/W 0.17'
- 7) 40' R/W 0.17'
- 8) 40' R/W 0.17'
- 9) 40' R/W 0.17'
- 10) 40' R/W 0.17'
- 11) 40' R/W 0.17'
- 12) 40' R/W 0.17'
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- 14) 40' R/W 0.17'
- 15) 40' R/W 0.17'
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- 17) 40' R/W 0.17'
- 18) 40' R/W 0.17'
- 19) 40' R/W 0.17'
- 20) 40' R/W 0.17'
- 21) 40' R/W 0.17'
- 22) 40' R/W 0.17'
- 23) 40' R/W 0.17'
- 24) 40' R/W 0.17'
- 25) 40' R/W 0.17'
- 26) 40' R/W 0.17'
- 27) 40' R/W 0.17'
- 28) 40' R/W 0.17'
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- 31) 40' R/W 0.17'
- 32) 40' R/W 0.17'
- 33) 40' R/W 0.17'
- 34) 40' R/W 0.17'
- 35) 40' R/W 0.17'
- 36) 40' R/W 0.17'
- 37) 40' R/W 0.17'
- 38) 40' R/W 0.17'
- 39) 40' R/W 0.17'
- 40) 40' R/W 0.17'

PARCEL	OWNER
4	GARY CLARK
5	RACHEL WOLFE W/F J LINDA ACHOWELL
7	GEORGE SWINER BETTY SWINER W/F J C/O DAVID SWINER

PI STA. 107+00
 R = 100.00'
 E = 100.00'
 Runout: See sections

PI STA. 107+00
 R = 100.00'
 E = 100.00'
 Runout: See sections

PI STA. 107+00
 R = 100.00'
 E = 100.00'
 Runout: See sections

PI STA. 107+00
 R = 100.00'
 E = 100.00'
 Runout: See sections

PI STA. 114+80.95
 R = 100.00'
 E = 100.00'
 Runout: See sections

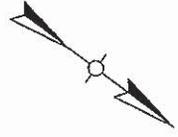
SCALE: 1"=50'

KY 52 PLAN SHEET
 STA. 107+00 TO STA. 120+00

**RIGHT OF WAY
 PLANS**

PAINT LICK CEMETERY MARKERS (NR2-1882)
 AND ROCK WALLS

PAINT LICK PRESBYTERIAN CHURCH
 PAINT LICK CEMETERY
 HISTORIC WAREHOUSE #1562

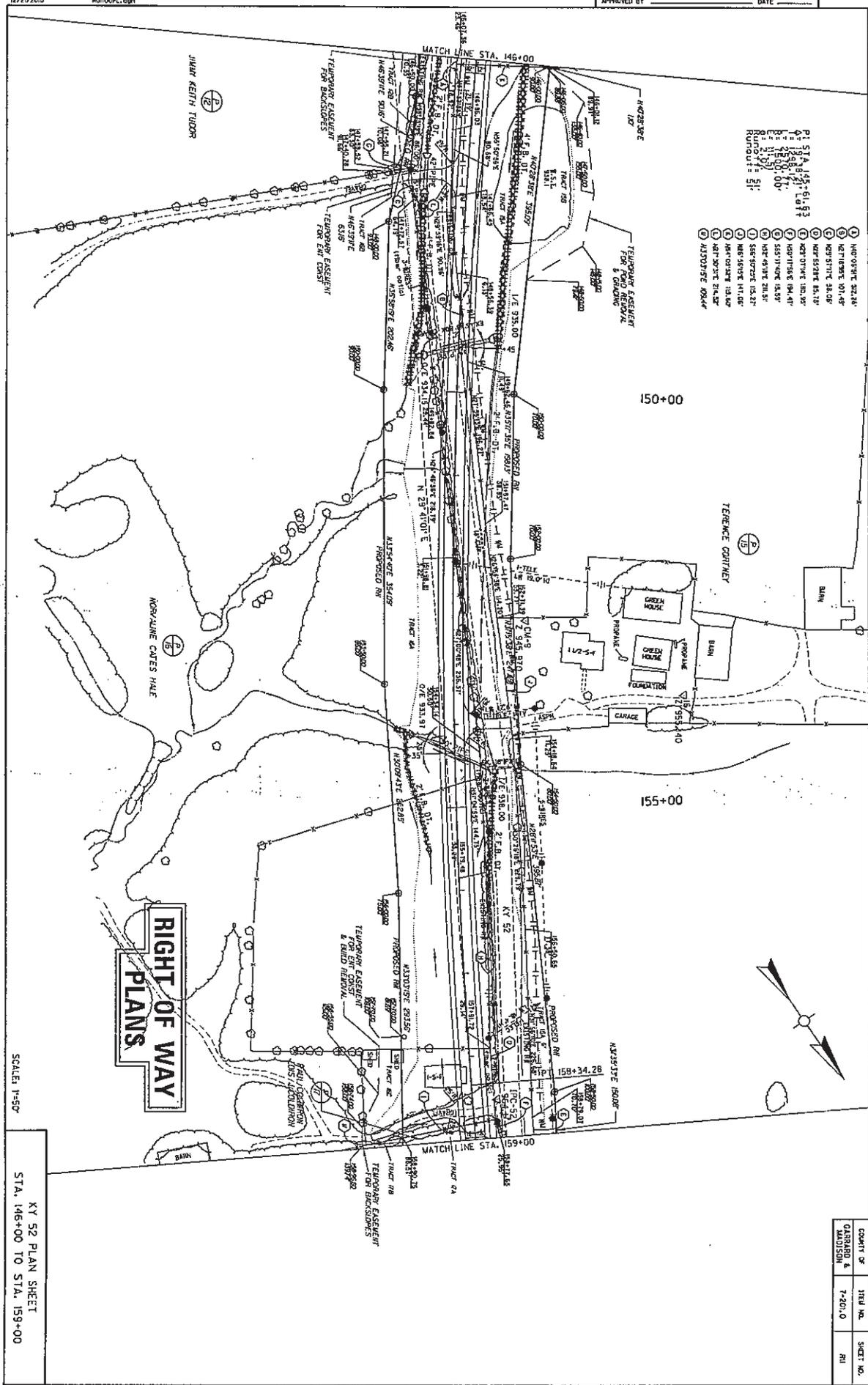


COUNTY OF	TIDAL NO.	SHEET NO.
GARRARD & MADISON	7-201.0	60

REVISED PLAN DATE: MAY 14, 2011

USER: 6666USER6666
DATE: 12/21/2010
FILE NAME: J:\kdot\garrard\121gr13d\plan\121GR13D004.dgn
E-SHEET NAME: 121GR13D004.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- ① HORSESHOE BAY
- ② KENTONVILLE 001-45
- ③ KENTONVILLE 001-45
- ④ KENTONVILLE 001-45
- ⑤ KENTONVILLE 001-45
- ⑥ KENTONVILLE 001-45
- ⑦ KENTONVILLE 001-45
- ⑧ KENTONVILLE 001-45
- ⑨ KENTONVILLE 001-45
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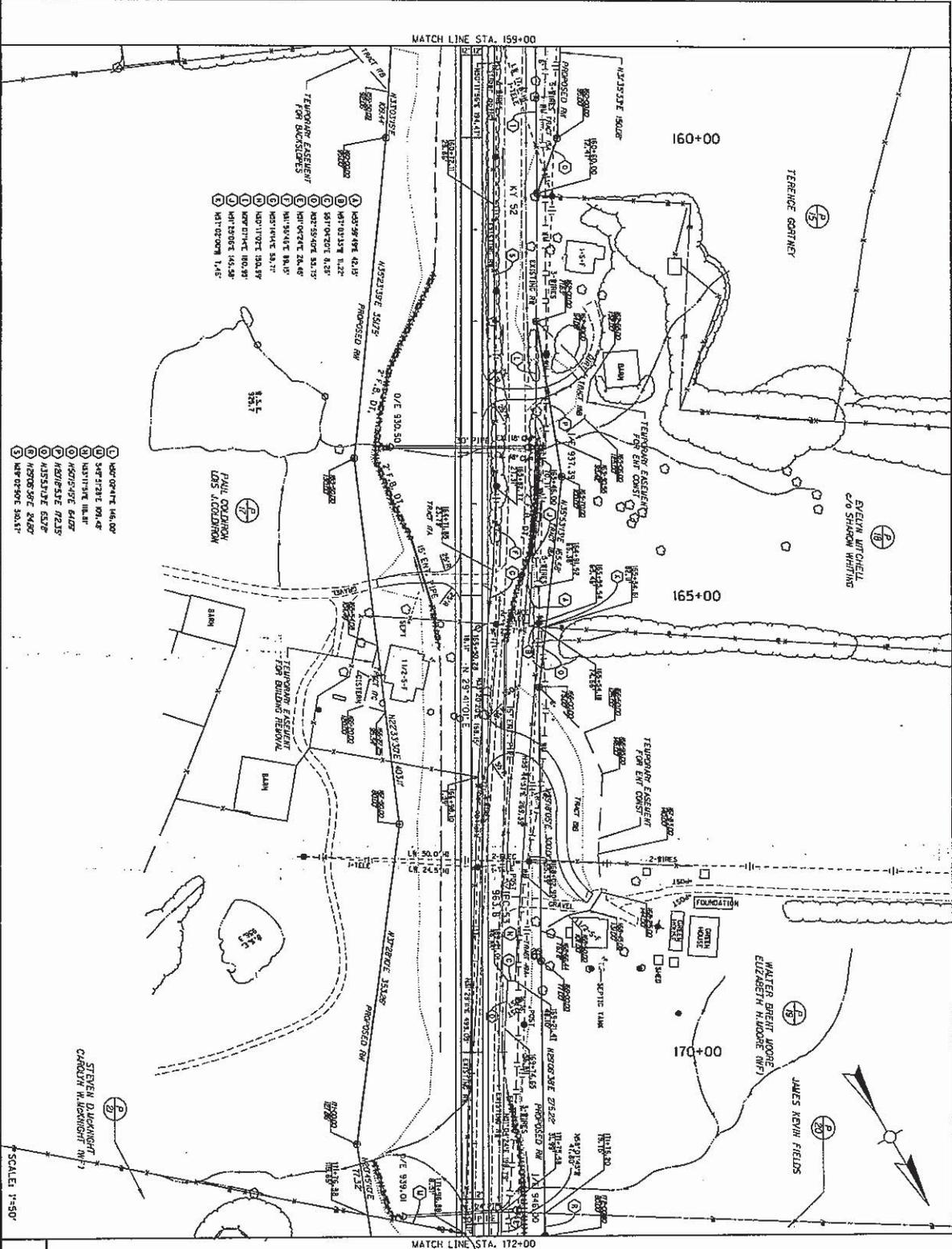
RIGHT OF WAY
PLANS

SCALE: 1"=50'
KY 52 PLAN SHEET
STA. 146+00 TO STA. 159+00

COUNTY OF	121GR13D	SHEET NO.
GARRARD & MADISON	7-200.0	61

USER: 666USER8888
 DATE: 5/15/2011
 FILE NAME: J:\dot\Gor\mod52\CD-E\MAIL\2011-05-14\RB-REV\17-201.CVRN REV\101500PL.dgn
 SHEET NAME: R01500PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- 1) 40'-0" WIDE EASEMENT
- 2) 10'-0" WIDE EASEMENT
- 3) 5'-0" WIDE EASEMENT
- 4) 10'-0" WIDE EASEMENT
- 5) 10'-0" WIDE EASEMENT
- 6) 10'-0" WIDE EASEMENT
- 7) 10'-0" WIDE EASEMENT
- 8) 10'-0" WIDE EASEMENT
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- 19) 10'-0" WIDE EASEMENT
- 20) 10'-0" WIDE EASEMENT

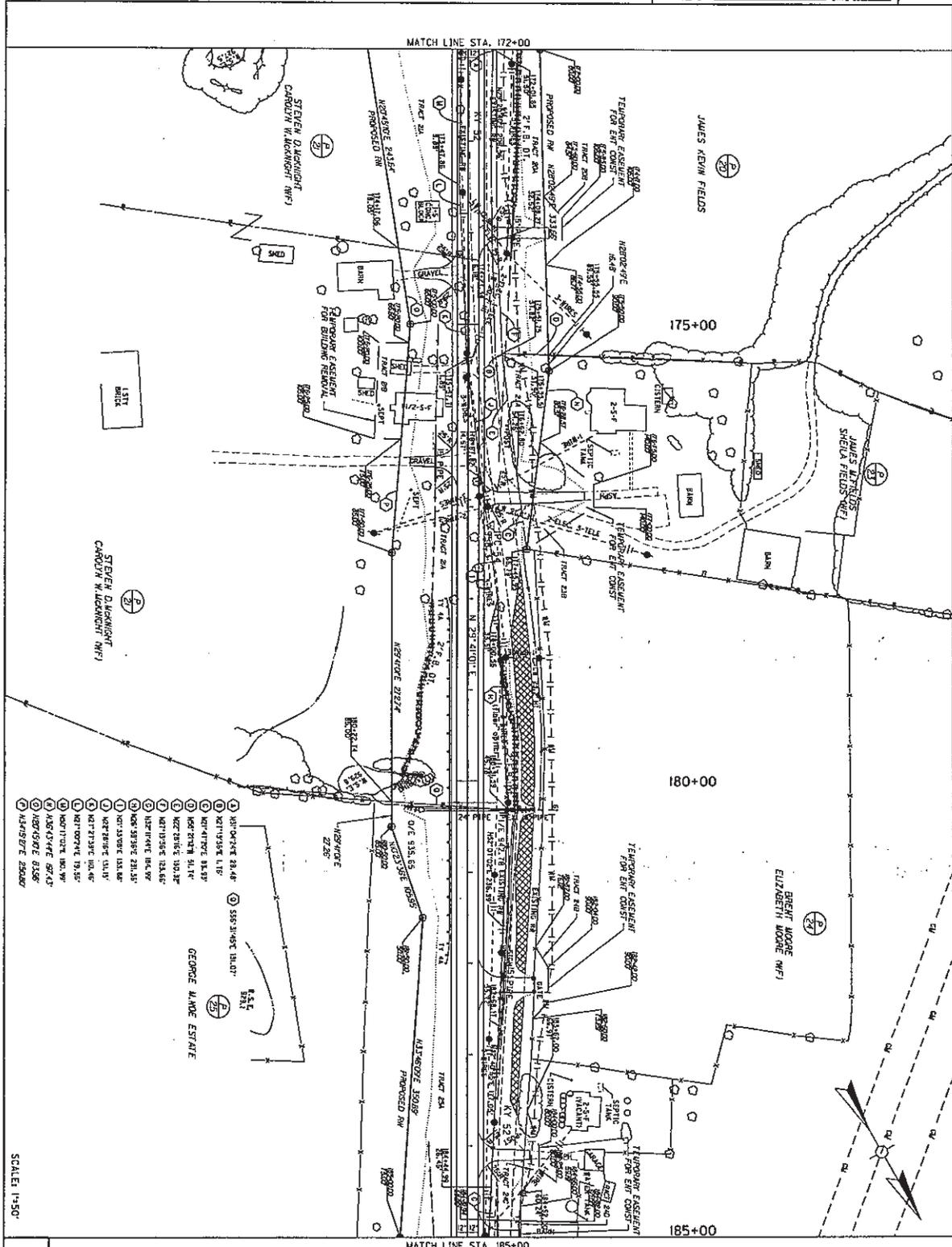
RIGHT OF WAY
PLANS

XY 52 PLAN SHEET
 STA. 159+00 TO STA. 172+00

COUNTY OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-250.0	115
REVISION DATE: MAY 14, 2011		

USER: 6666USER6666
DATE: 3/15/2011
FILE NAME: J:\K001\Gormod52VCD-EMAIL\2011-05-14R1\REV17-201.DWG REV17R01506PL.dgn
E-SHEET NAME: R01506PL.dgn
3/15/2011

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- ① METERS 28.48
 - ② METERS 38.82
 - ③ METERS 38.82
 - ④ METERS 31.17
 - ⑤ METERS 30.38
 - ⑥ METERS 124.68
 - ⑦ METERS 28.55
 - ⑧ METERS 131.87
 - ⑨ METERS 104.46
 - ⑩ METERS 19.58
 - ⑪ METERS 57.45
 - ⑫ METERS 83.87
 - ⑬ METERS 28.00
- 558.31 METERS

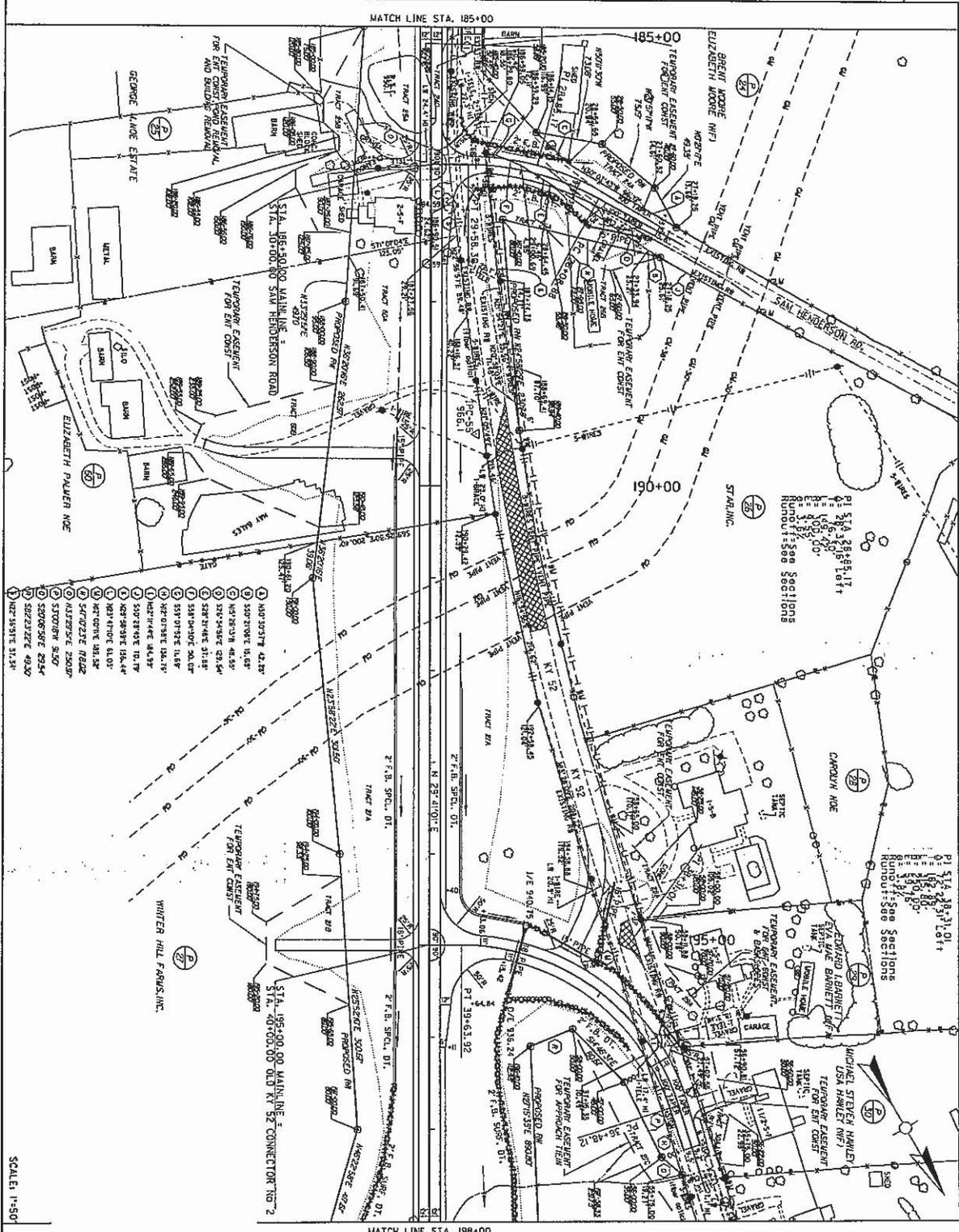
RIGHT OF WAY

KY 52 PLAN SHEET
STA. 172+00 TO STA. 185+00

COUNTY OF	TIFED NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R15
BRING FROM DATE: MAR 14, 2011		

USER: PEC James-1
DATE: 6/14/2012
FILE NAME: R01700PL.dgn
E-SHEET NAME: R01700PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



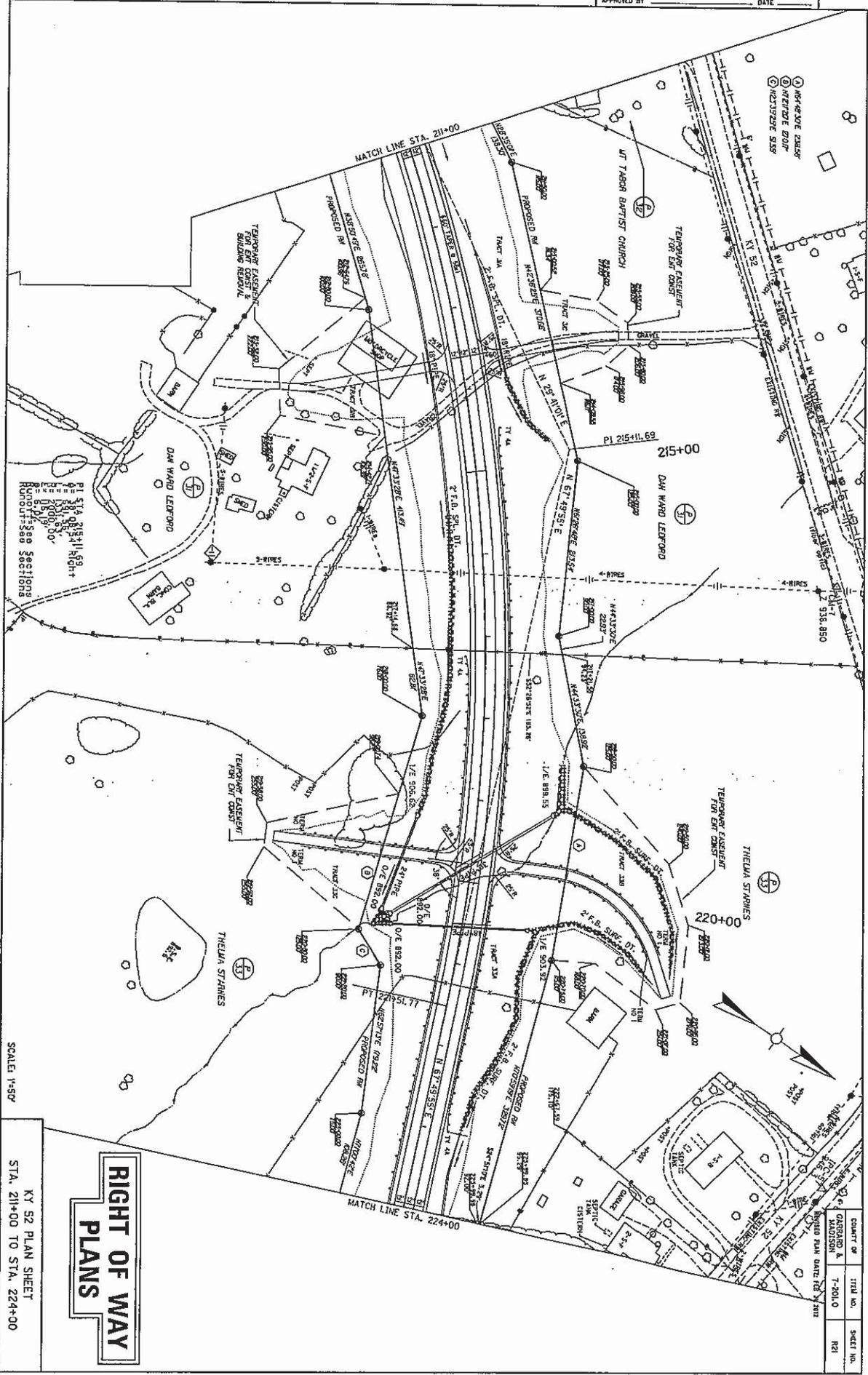
SCALE: 1"=50'
KY 52 PLAN SHEET
STA. 185+00 TO STA. 198+00

**RIGHT OF WAY
PLANS**

COUNTY OF	TRF. NO.	SHEET NO.
GARRARD & MADISON	7-201.0	117
REVISED PLAN DATE:	JUNE 14, 2012	

USER: PEC joff-c
DATE: 2/21/2012
FILE NAME: R02100PL.dgn
E-SHEET NAME: R02100PL.dgn
2/21/2012

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



SCALE: 1"=50'

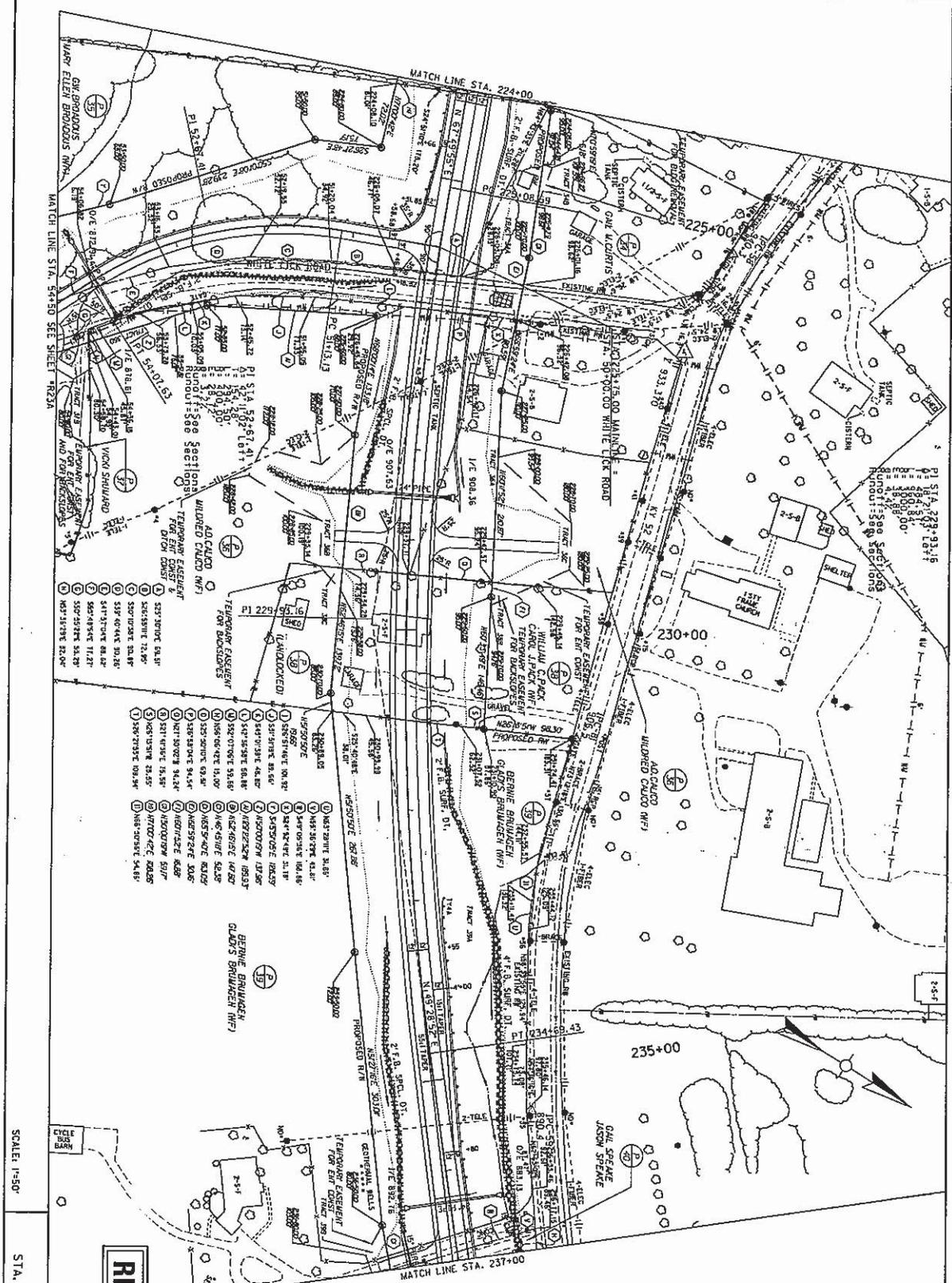
KY 52 PLAN SHEET
STA. 210+00 TO STA. 224+00

**RIGHT OF WAY
PLANS**

COUNTY OF	FIELD NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R21
INVESTED PLAN DATE: 7/2/12		

USER: RRRUSER666
DATE: 5/15/2011
FILE NAME: J:\Road\1\Germad52\CD-EMAIL\2011-05-MRR-REV17-2011\RRV1R02500PL.dgn
S-SHEET NAME: R02500PL.dgn
5/15/2011

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



SCALE: 1"=50'

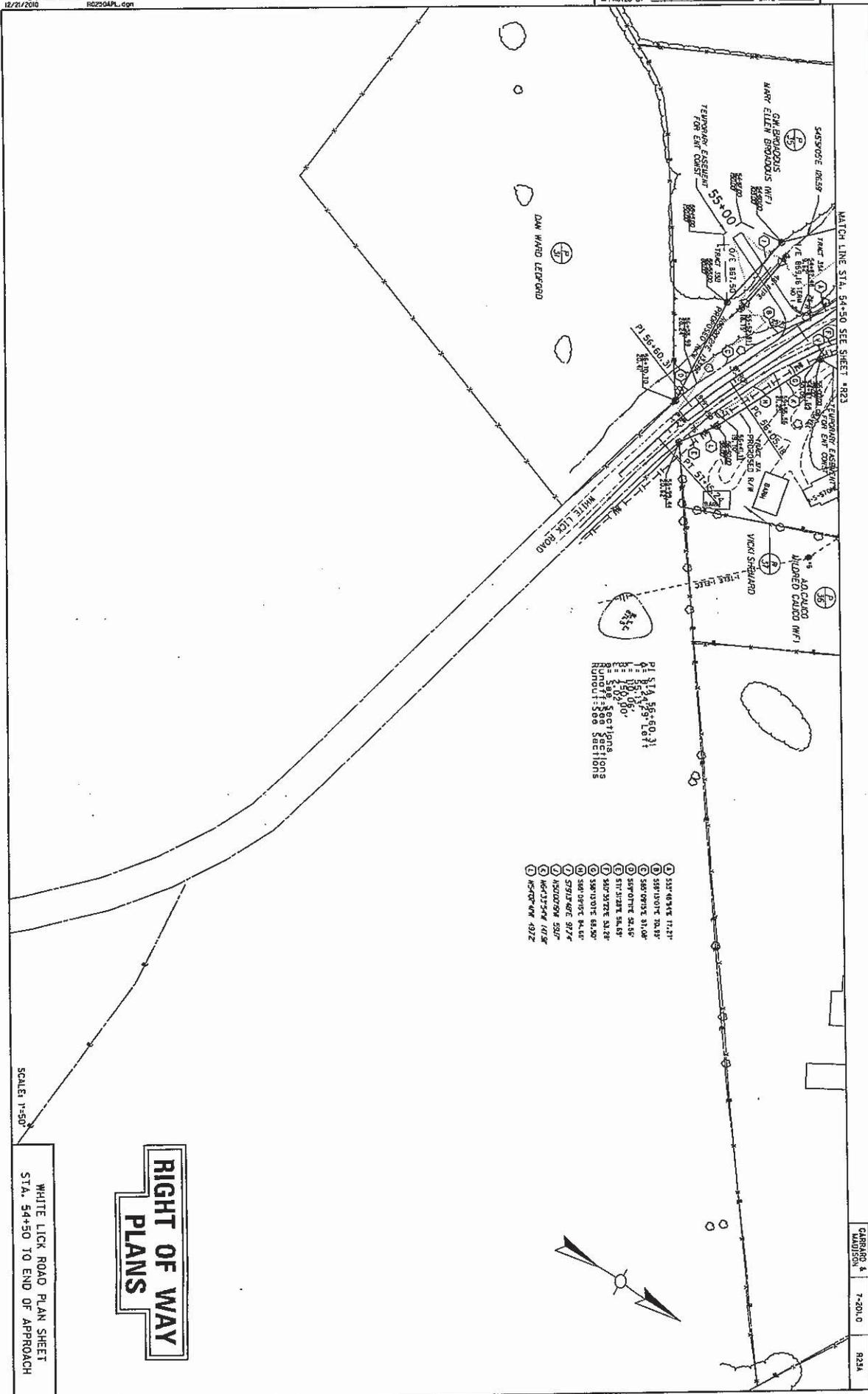
STA. 224+00 TO STA. 237+00

RIGHT OF WAY
PLANS

COUNTY OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R25
ISSUED PLAN DATE: MAR. 1, 2011		

USER: scccUSER0666
 DATE: 12/21/2010
 FILE NAME: j:\kdot\garrard\med52\plan\RD220APL.dgn
 E-SHEET NAME: RD220APL.dgn
 12/21/2010

PREPARED BY: _____ DATE: _____
 CHECKED BY: _____ DATE: _____
 APPROVED BY: _____ DATE: _____



- ① 537'46.94'E 17.21'
- ② 547'09.6'E 31.06'
- ③ 547'09.6'E 31.06'
- ④ 547'09.6'E 31.06'
- ⑤ 547'09.6'E 31.06'
- ⑥ 547'09.6'E 31.06'
- ⑦ 547'09.6'E 31.06'
- ⑧ 547'09.6'E 31.06'
- ⑨ 547'09.6'E 31.06'
- ⑩ 547'09.6'E 31.06'
- ⑪ 547'09.6'E 31.06'
- ⑫ 547'09.6'E 31.06'
- ⑬ 547'09.6'E 31.06'
- ⑭ 547'09.6'E 31.06'
- ⑮ 547'09.6'E 31.06'
- ⑯ 547'09.6'E 31.06'
- ⑰ 547'09.6'E 31.06'
- ⑱ 547'09.6'E 31.06'
- ⑲ 547'09.6'E 31.06'
- ⑳ 547'09.6'E 31.06'
- ㉑ 547'09.6'E 31.06'
- ㉒ 547'09.6'E 31.06'
- ㉓ 547'09.6'E 31.06'
- ㉔ 547'09.6'E 31.06'
- ㉕ 547'09.6'E 31.06'
- ㉖ 547'09.6'E 31.06'
- ㉗ 547'09.6'E 31.06'
- ㉘ 547'09.6'E 31.06'
- ㉙ 547'09.6'E 31.06'
- ㉚ 547'09.6'E 31.06'
- ㉛ 547'09.6'E 31.06'
- ㉜ 547'09.6'E 31.06'
- ㉝ 547'09.6'E 31.06'
- ㉞ 547'09.6'E 31.06'
- ㉟ 547'09.6'E 31.06'
- ㊱ 547'09.6'E 31.06'
- ㊲ 547'09.6'E 31.06'
- ㊳ 547'09.6'E 31.06'
- ㊴ 547'09.6'E 31.06'
- ㊵ 547'09.6'E 31.06'
- ㊶ 547'09.6'E 31.06'
- ㊷ 547'09.6'E 31.06'
- ㊸ 547'09.6'E 31.06'
- ㊹ 547'09.6'E 31.06'
- ㊺ 547'09.6'E 31.06'
- ㊻ 547'09.6'E 31.06'
- ㊼ 547'09.6'E 31.06'
- ㊽ 547'09.6'E 31.06'
- ㊾ 547'09.6'E 31.06'
- ㊿ 547'09.6'E 31.06'

SCALE: 1"=50'

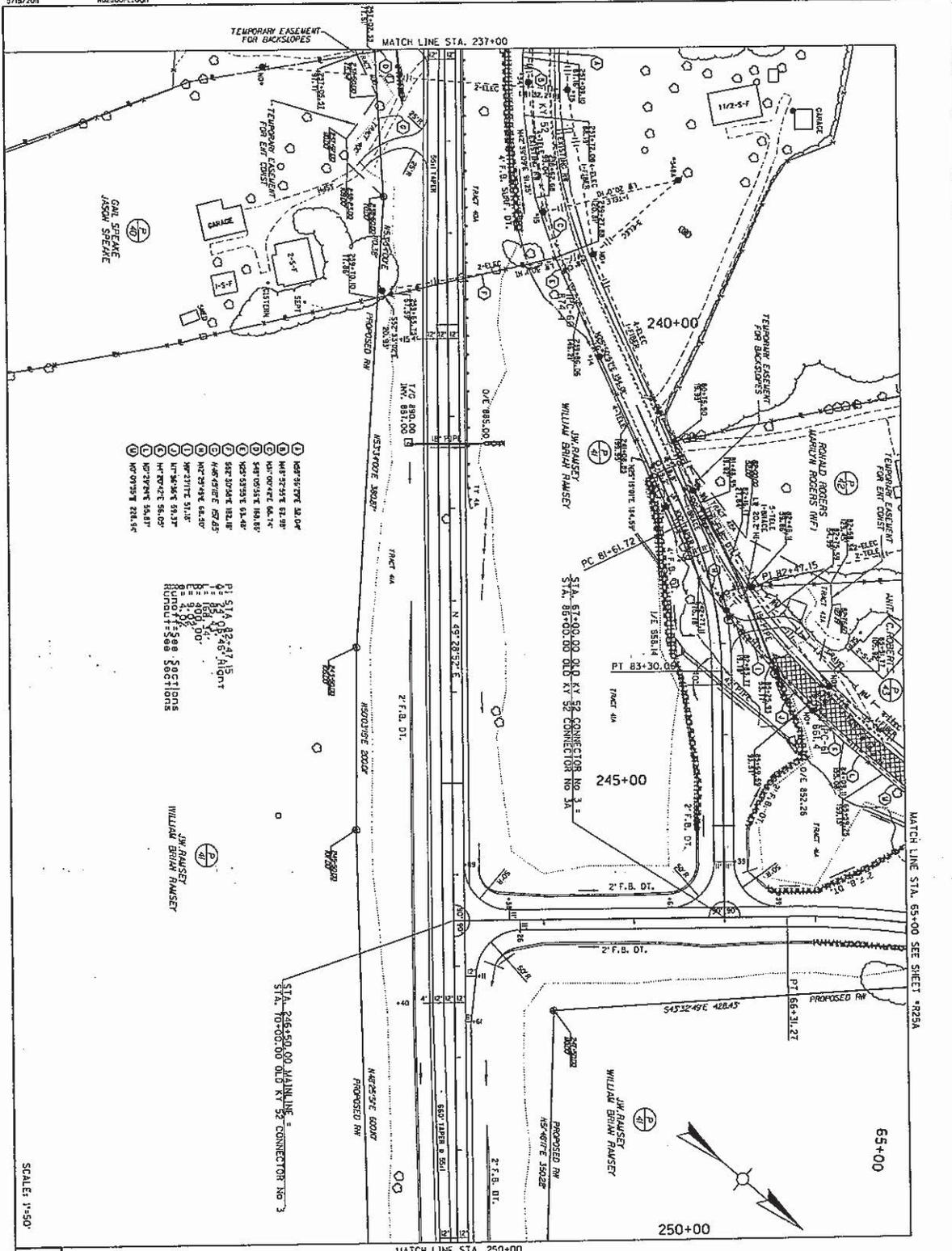
**RIGHT OF WAY
 PLANS**

WHITE LICK ROAD PLAN SHEET
 STA. 54+50 TO END OF APPROACH

BOARDED BY	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201.0	823A

USER: ccccUSERcccc
DATE: 5/15/2011
FILE NAME: J:\sdata1\Garrard52\CD-EMAIL\2011-05-14RR-REV\17-201.0\RR-REV\R02500PL.dgn
E-SHEET NAME: R02500PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- 1) 10' WIDE EASEMENT
- 2) 10' WIDE EASEMENT
- 3) 10' WIDE EASEMENT
- 4) 10' WIDE EASEMENT
- 5) 10' WIDE EASEMENT
- 6) 10' WIDE EASEMENT
- 7) 10' WIDE EASEMENT
- 8) 10' WIDE EASEMENT
- 9) 10' WIDE EASEMENT
- 10) 10' WIDE EASEMENT

PI STA. 237+47.15
P2 STA. 237+47.15
P3 STA. 237+47.15
P4 STA. 237+47.15
P5 STA. 237+47.15
P6 STA. 237+47.15
P7 STA. 237+47.15
P8 STA. 237+47.15
P9 STA. 237+47.15
P10 STA. 237+47.15

J.W. RAUSSEY
WILLIAM BRUN RAUSSEY

SCALE: 1"=50'

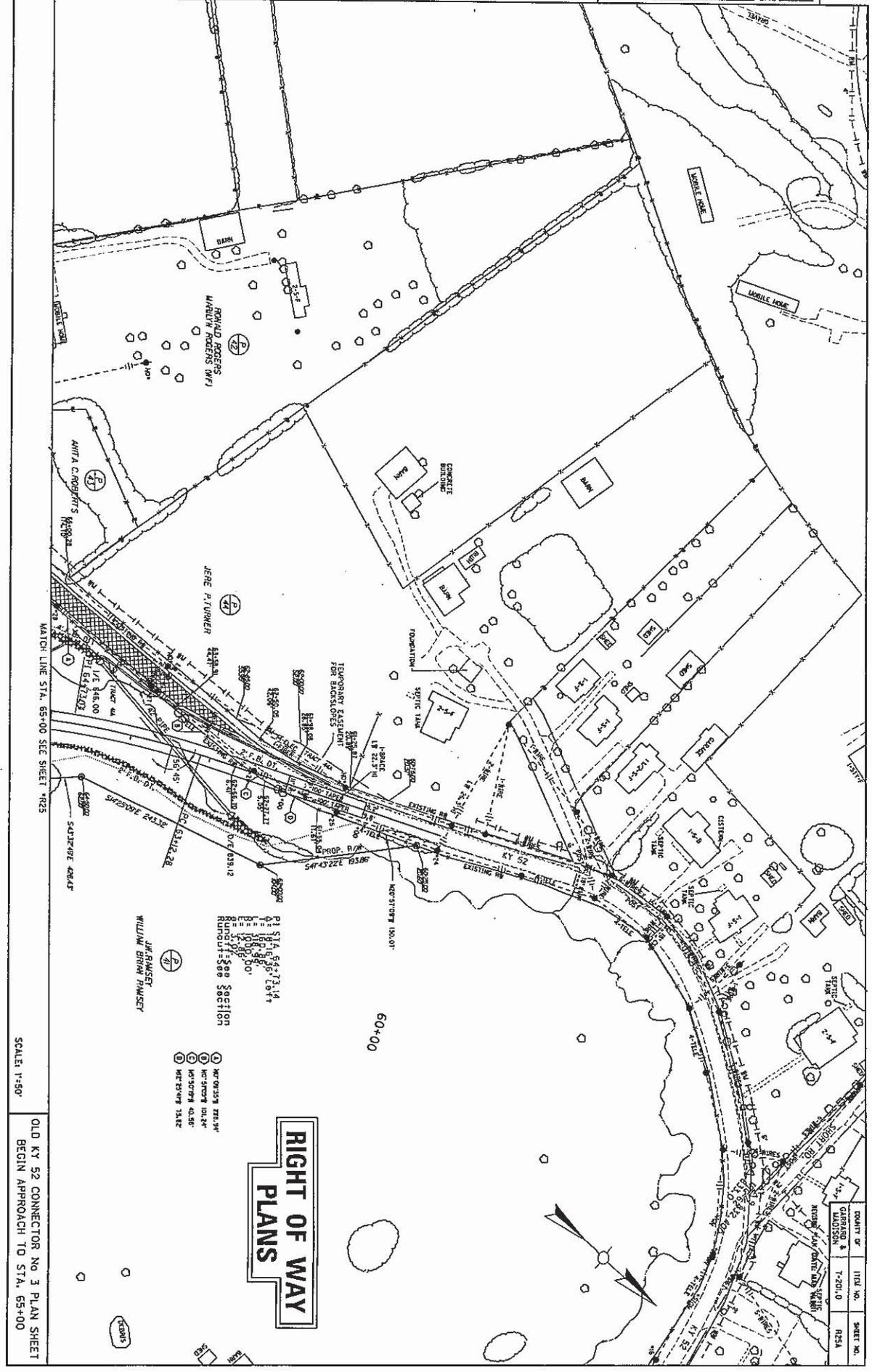
KY 52 PLAN SHEET
STA. 231+00 TO STA. 250+00

**RIGHT OF WAY
PLANS**

COUNTY OF	FIELD NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R25
REVISED PLAN DATE: MAY 14, 2011		

USER: cccccUSERcccc
 DATE: 3/15/2011
 FILE NAME: J:\Xdot\Gor\mod52\CD-EMAIL\2011-03-14RR-REV1\7-2010\RR REV1\R0250APL.dgn
 E-SHEET NAME: R0250APL.dgn
 3/15/2011

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



MATCH LINE STA. 65+00 SEE SHEET 7-025

SCALE: 1"=50'

OLD KY 52 CONNECTOR No. 3 PLAN SHEET
 BEGIN APPROACH TO STA. 65+00

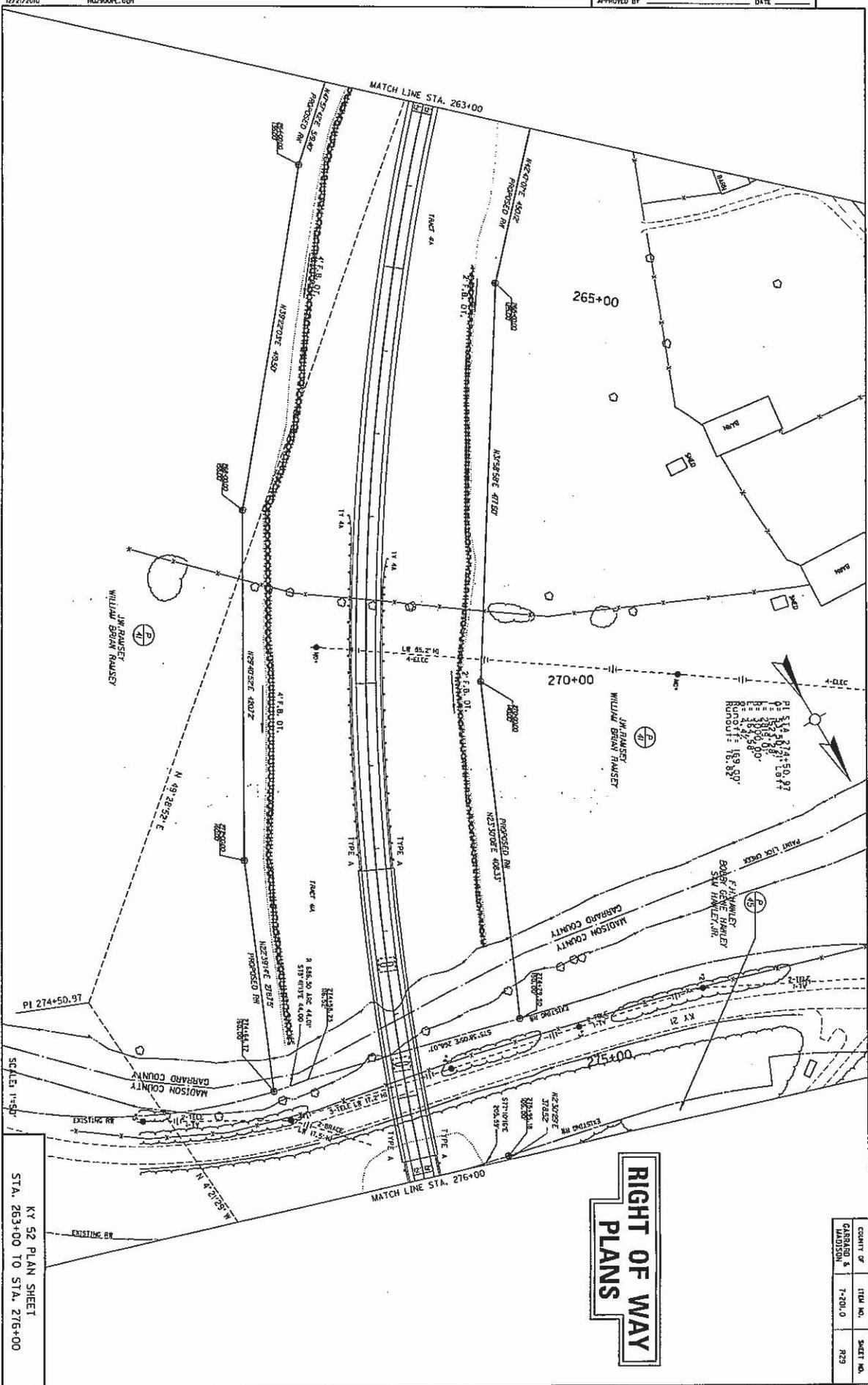
RIGHT OF WAY

P1 STA. 54+73.14
 L = 110.00'
 E = 110.00'
 R = 110.00'
 RADIUS = 500'
 RUMBL = 500' SECTION
 ① NOT TO SCALE
 ② NOT TO SCALE
 ③ NOT TO SCALE
 ④ NOT TO SCALE

COUNTY OF	GARRARD & MADISON
FIELD NO.	7-2010
SHEET NO.	R25A
DATE	03/15/2011

USER: 6666USER6666
 DATE: 12/21/2010
 FILE NAME: J:\vdot\garrard52\plan\RD2900PL.dgn
 S-SHEET NAME: RD2900PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



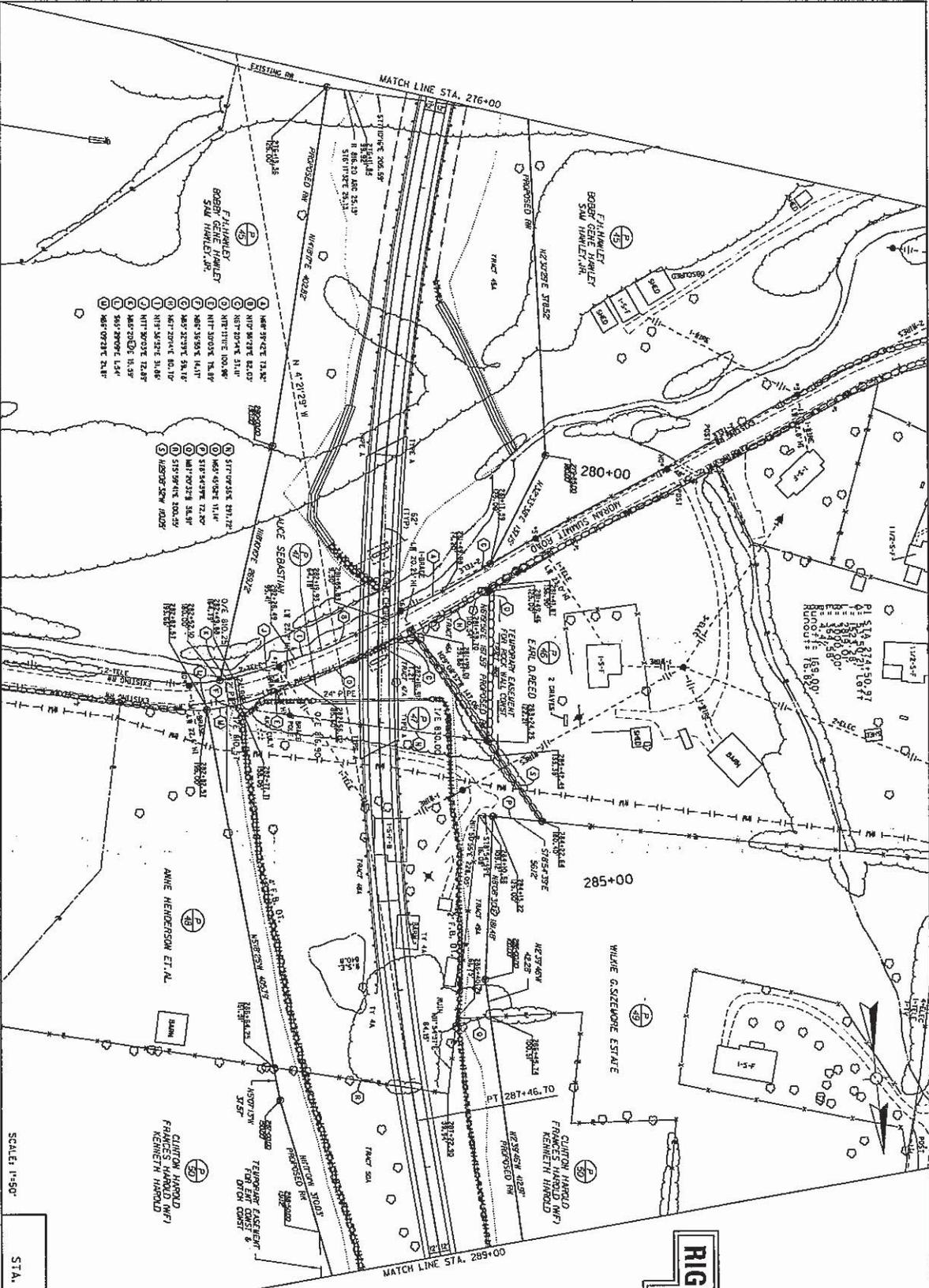
SCALE 1"=50'
 KY 52 PLAN SHEET
 STA. 263+00 TO STA. 276+00

RIGHT OF WAY

COUNTY OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-200.0	R29

USER: 6666USER6666
DATE: 5/15/2011
FILE NAME: J:\Kdot\Gorrod\2\CD-EMAIL\2011-05-14RR-REV\17-201.DWG REV\R0500PL.dgn
E-SHEET NAME: R0500PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



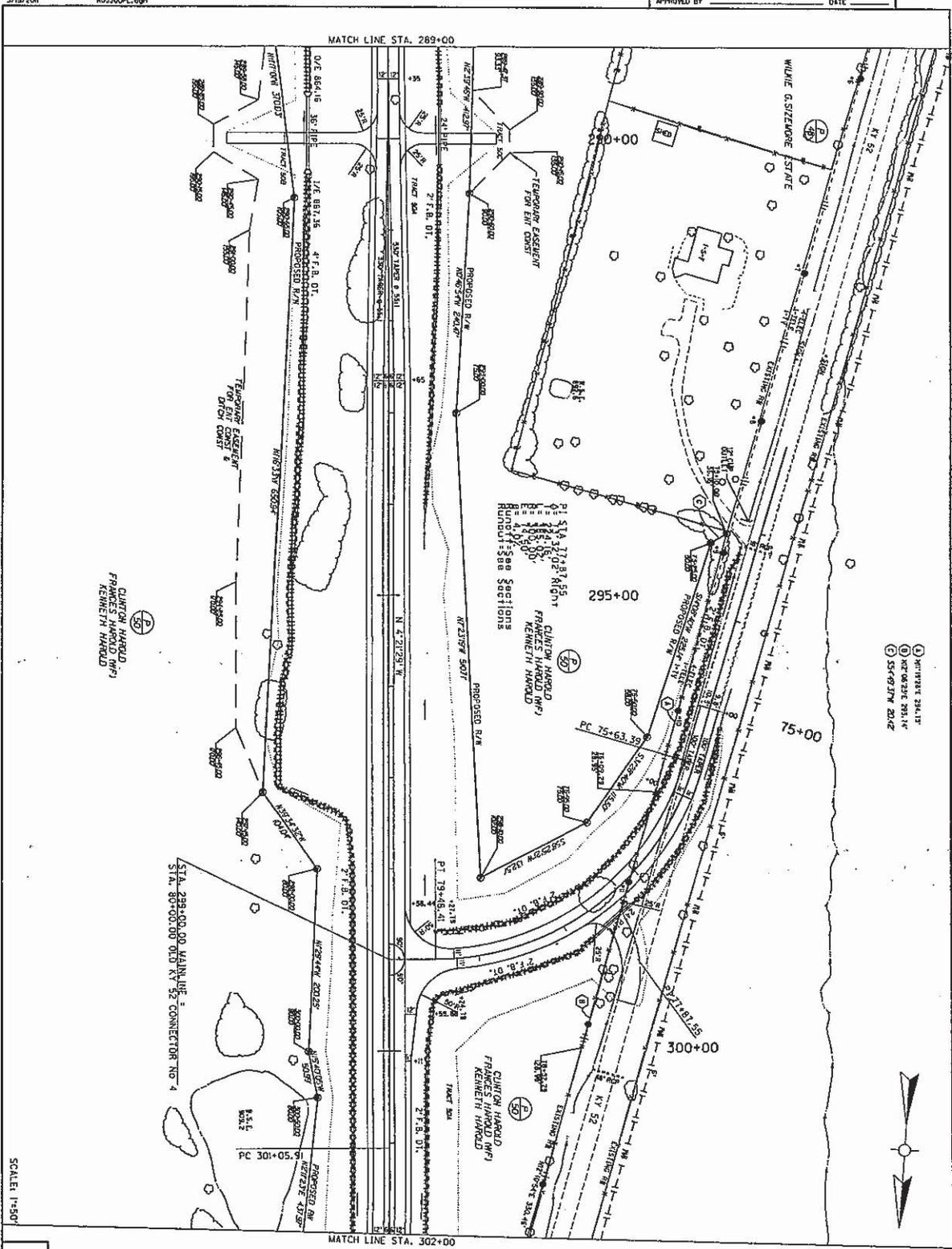
SCALE: 1"=50'
KY 52 PLAN SHEET
STA. 276+00 TO STA. 289+00

RIGHT OF WAY

COUNT OF	1184 NO.	SHEET NO.
CASBARD &	7-2011-0	RS1
MADISON		
APPROVED ROAD DATE: MAR 14, 2011		

USER: 6694USER6666
DATE: 5/15/2011
FILE NAME: J:\X\do\1\Gar\mod52\CD-EMAIL\2011-05-14\RR-REV1\7-2010\RR REV1\R05500PL.dgn
S-SHEET NAME: R05500PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- ① INTEREST 284.12'
- ② INTEREST 284.12'
- ③ 55'-63.71' 201/02

CLINTON HAROLD
FRANKES HAROLD (RF)
KENNETH HAROLD

CLINTON HAROLD
FRANKES HAROLD (RF)
KENNETH HAROLD

STA. 289+00.00 MAIN LNE 2
STA. 80+00.00 OLD KY 55 CONNECTOR NG 4

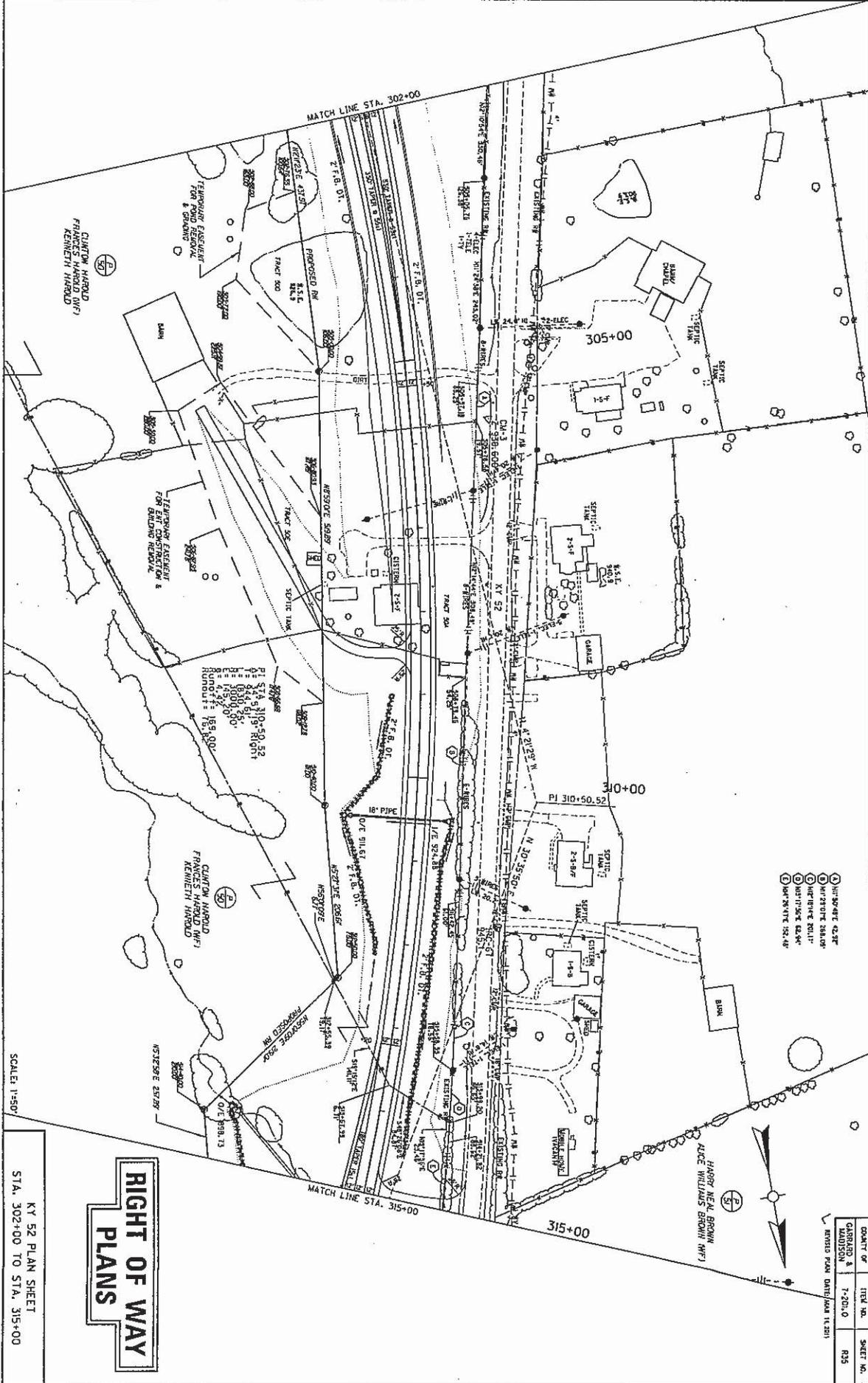
SCALE: 1"=50'

RIGHT OF WAY
PLAN
KY 52 PLAN SHEET
STA. 289+00 TO STA. 302+00

COUNTY OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-2010-0	R33
REVISION DATE: MAR 14, 2011		

USER: 6660J5R6666
DATE: 3/15/2011
FILE NAME: J:\d001\Gor\mod52\CD-EMAIL\2011-03-14RH-REV17-201.0\RVH_REV1R05500PL.dgn
E-SHEET NAME: R05500PL.dgn
3/15/2011

PREPARED BY _____ DATE _____
CHECKED BY _____ DATE _____
APPROVED BY _____ DATE _____



- ① 18\"/>
- ② 12\"/>
- ③ 8\"/>
- ④ 6\"/>
- ⑤ 4\"/>

SCALE: 1\"/>

KY 52 PLAN SHEET
STA. 302+00 TO STA. 315+00

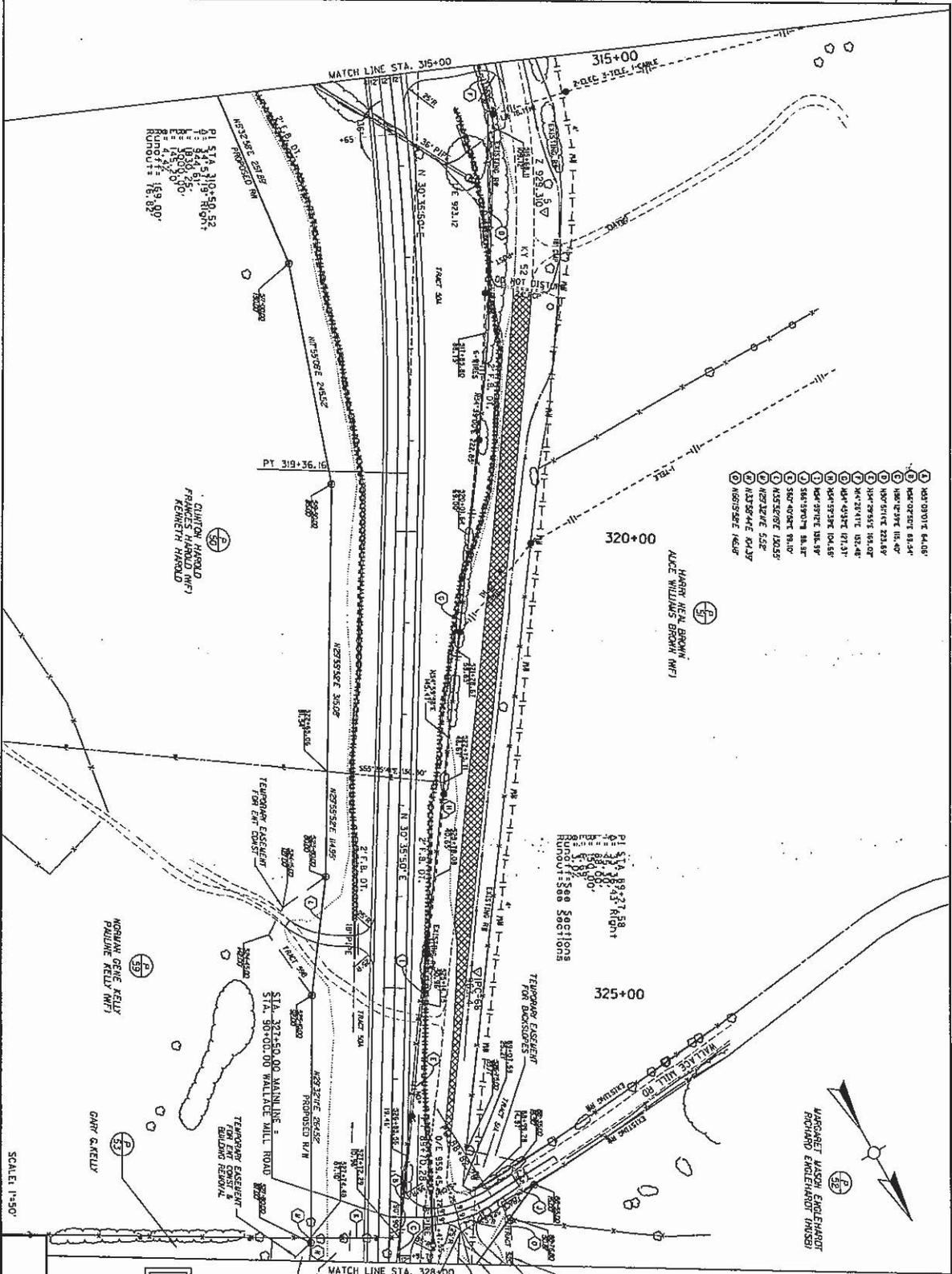
**RIGHT OF WAY
PLANS**

QUANTITY OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R35

MISSOURI ROAD DISTRICT (1.25)

USER: 8888USCR8888
DATE: 3/15/2011
FILE NAME: J:\Kdot\Gom\cd52\CD-EMAIL\2011-05-14\RR-REV17-201.D\VR REV1803700PL.dgn
S-SHEET NAME: R03TD00L.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- 1) 100' DRIVE 64.86'
- 2) 100' DRIVE 64.86'
- 3) 100' DRIVE 64.86'
- 4) 100' DRIVE 64.86'
- 5) 100' DRIVE 64.86'
- 6) 100' DRIVE 64.86'
- 7) 100' DRIVE 64.86'
- 8) 100' DRIVE 64.86'
- 9) 100' DRIVE 64.86'
- 10) 100' DRIVE 64.86'
- 11) 100' DRIVE 64.86'
- 12) 100' DRIVE 64.86'
- 13) 100' DRIVE 64.86'
- 14) 100' DRIVE 64.86'
- 15) 100' DRIVE 64.86'
- 16) 100' DRIVE 64.86'
- 17) 100' DRIVE 64.86'
- 18) 100' DRIVE 64.86'
- 19) 100' DRIVE 64.86'
- 20) 100' DRIVE 64.86'

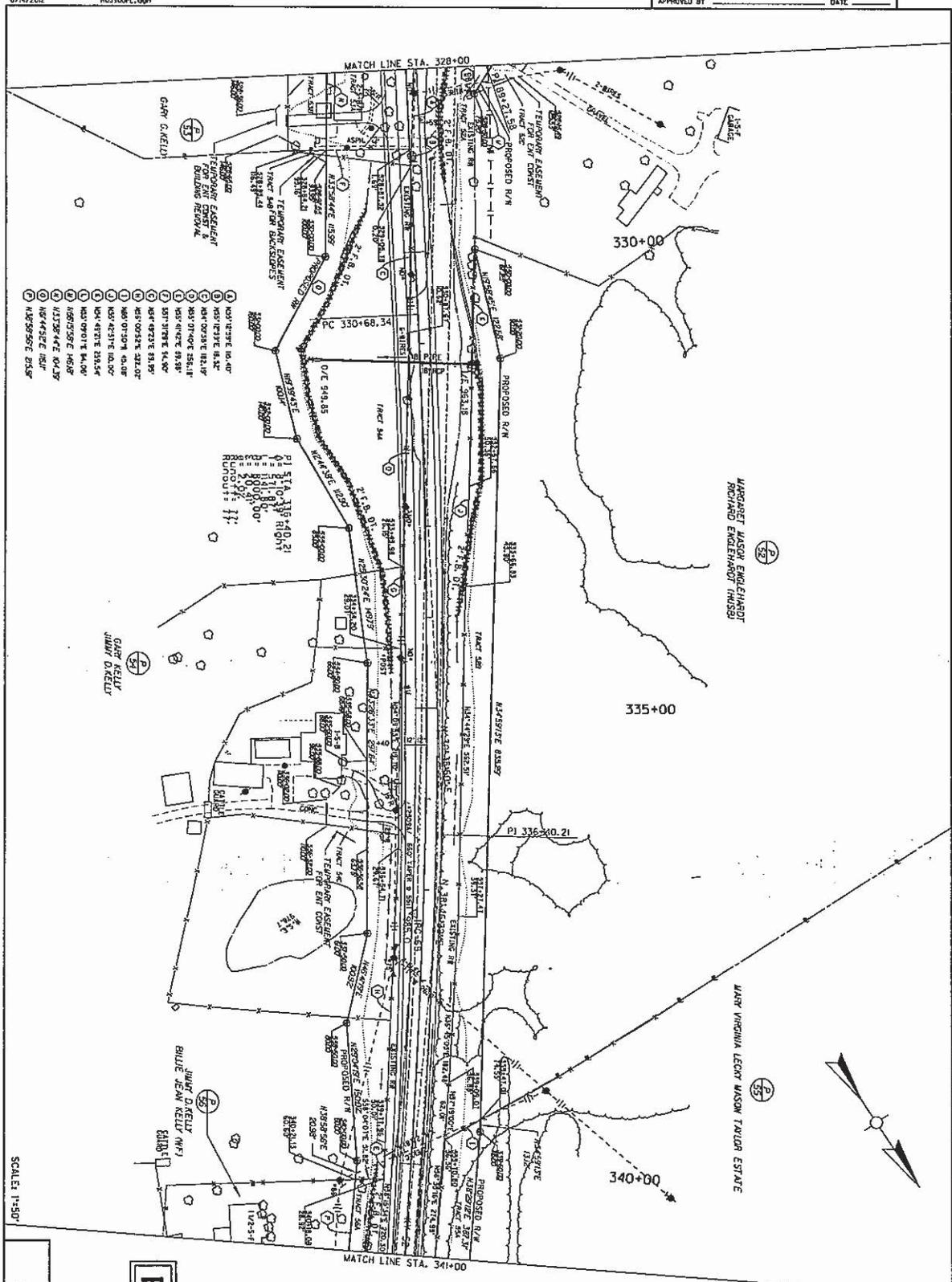
SCALE: 1"=50'
KY 52 PLAN SHEET
STA. 315+00 TO STA. 328+00

RIGHT OF WAY

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201.0	837
REVISED PLAN DATE: MAR 14, 2011		

USER: PEC James-f
 DATE: 6/14/2012
 FILE NAME: R03500PL.dgn
 6-SHEET NAME: R03500PL.dgn
 6/14/2012 R03500PL.dgn

PREPARED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE



- ① 40' WIDE R.O.W.
- ② 40' WIDE R.O.W.
- ③ 40' WIDE R.O.W.
- ④ 40' WIDE R.O.W.
- ⑤ 40' WIDE R.O.W.
- ⑥ 40' WIDE R.O.W.
- ⑦ 40' WIDE R.O.W.
- ⑧ 40' WIDE R.O.W.
- ⑨ 40' WIDE R.O.W.
- ⑩ 40' WIDE R.O.W.
- ⑪ 40' WIDE R.O.W.
- ⑫ 40' WIDE R.O.W.
- ⑬ 40' WIDE R.O.W.
- ⑭ 40' WIDE R.O.W.
- ⑮ 40' WIDE R.O.W.
- ⑯ 40' WIDE R.O.W.
- ⑰ 40' WIDE R.O.W.
- ⑱ 40' WIDE R.O.W.
- ⑲ 40' WIDE R.O.W.
- ⑳ 40' WIDE R.O.W.

SCALE: 1"=50'

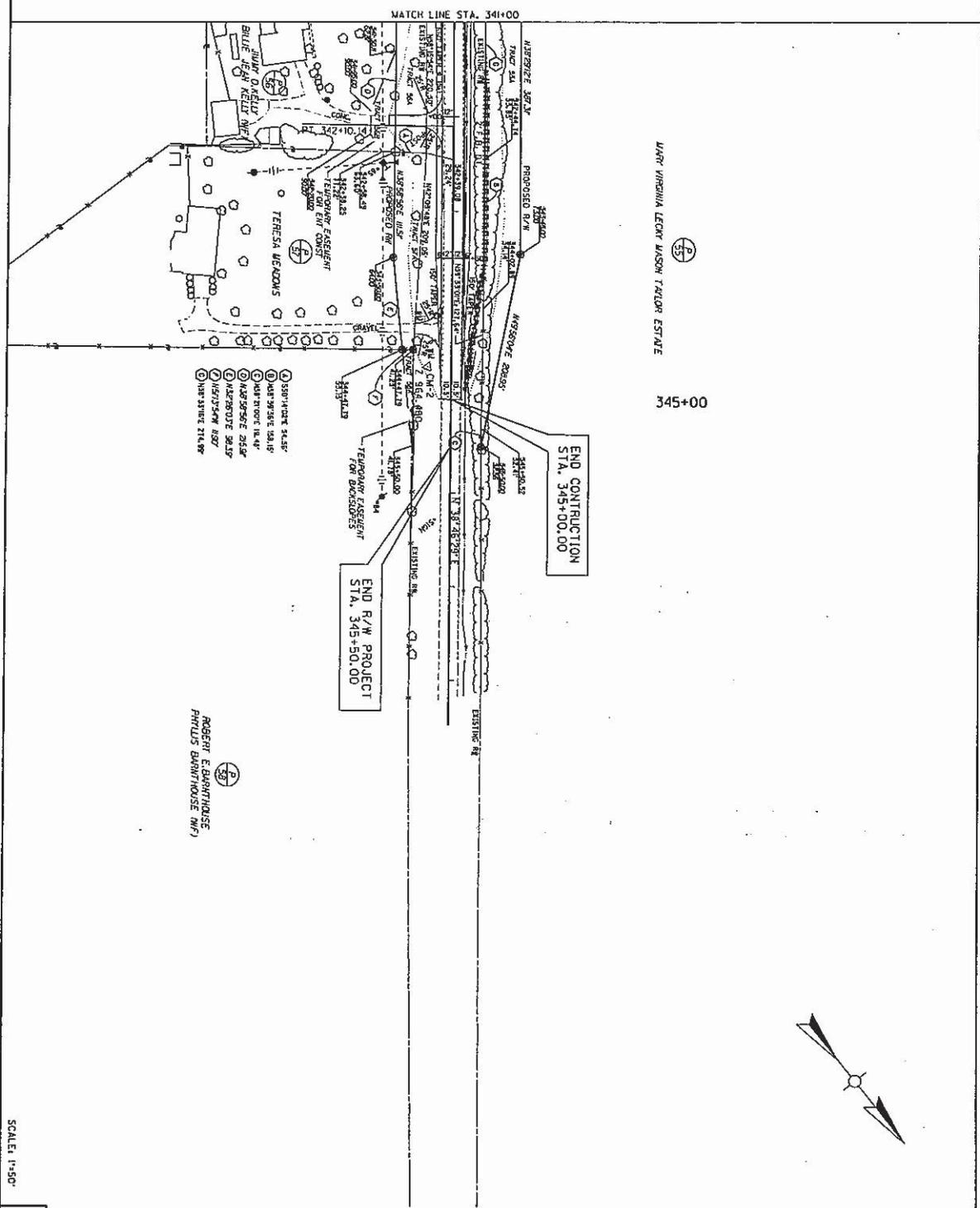
RIGHT OF WAY
 STA. 328+00 TO STA. 341+00

**RIGHT OF WAY
 PLANS**

COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201.0	83
REVISED PLAN DATE:	JUNE 14, 2012	

USER: ****USER****
DATE: 5/15/2011
FILE NAME: J:\c001\Garrard\21CD-EMAIL\2011-05-14\11H-REV\117-201.DWG REV:NR04100PL.dgn
E-SHEET NAME: R04100PL.dgn
5/15/2011

PREPARED BY _____ DATE _____
CHECKED BY _____ DATE _____
APPROVED BY _____ DATE _____



- 1) 550' WIDE E.A.S.
- 2) 400' WIDE E.A.S.
- 3) 300' WIDE E.A.S.
- 4) 200' WIDE E.A.S.
- 5) 150' WIDE E.A.S.
- 6) 100' WIDE E.A.S.
- 7) 50' WIDE E.A.S.
- 8) 25' WIDE E.A.S.
- 9) 12.5' WIDE E.A.S.
- 10) 6.25' WIDE E.A.S.

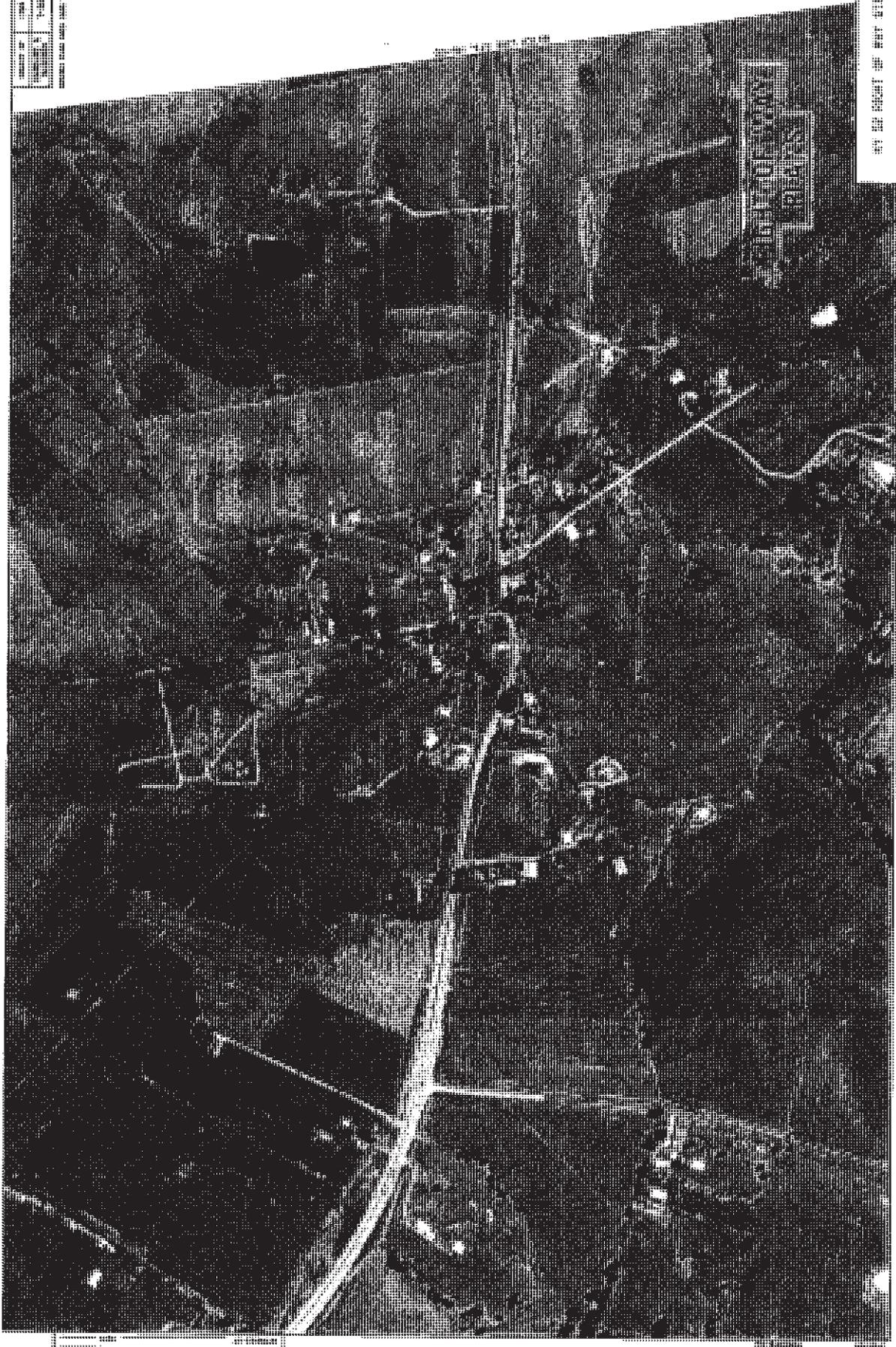
ROBERT E. BARNHOUSE
PHYLIS BARNHOUSE (NF)

SCALE: 1"=50'

KY 52 PLAN SHEET
STA. 341+00 TO END OF PROJECT

**RIGHT OF WAY
PLANS**

COUNT OF	TITLE NO.	SHEET NO.
GARRARD & MADISON	7-201.0	R41
RECORD PLAN DATE MAY 14, 2011		

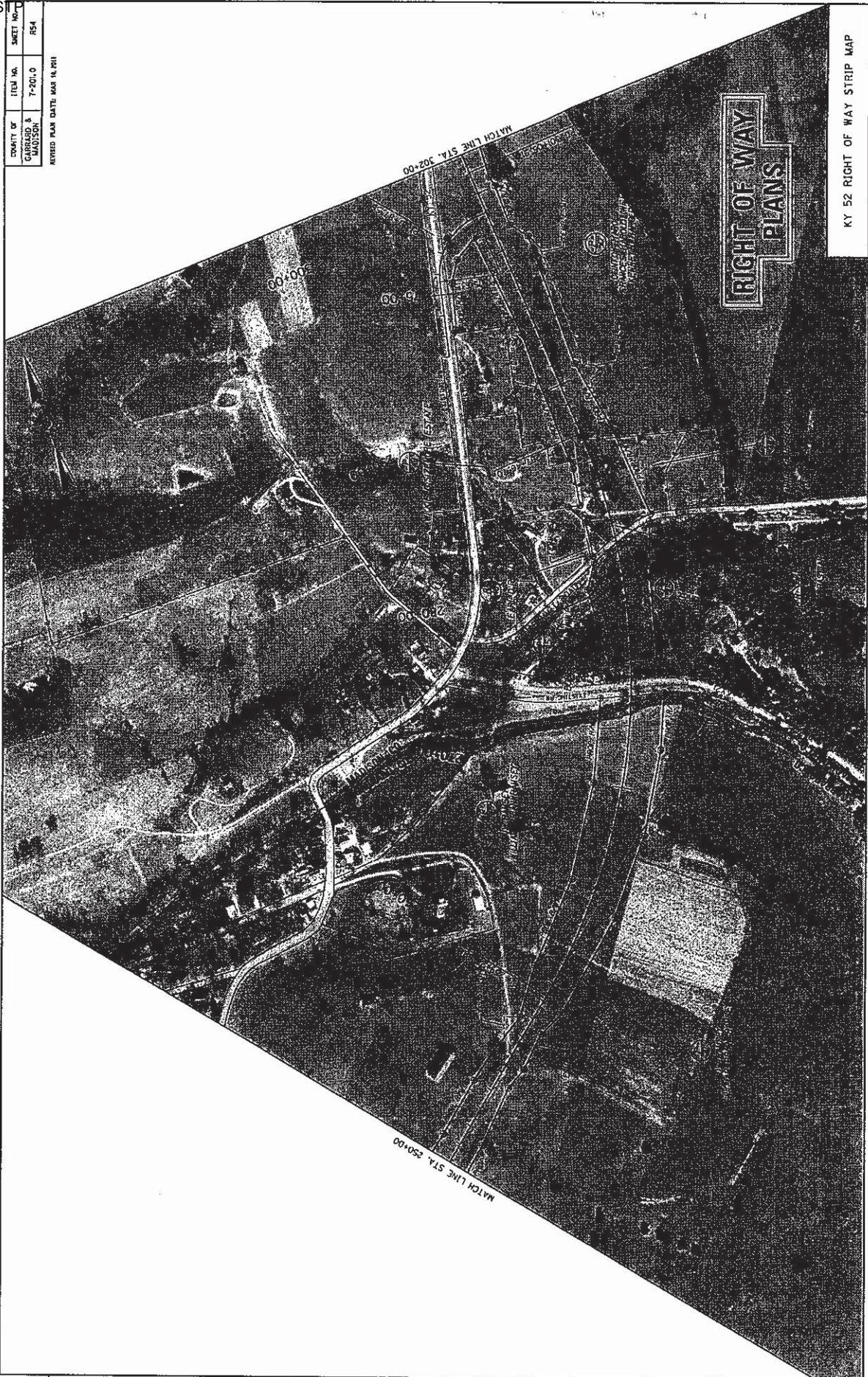


NO.	DATE	DESCRIPTION	AMOUNT
1	12/15/03	...	...
2	12/15/03	...	...
3	12/15/03	...	...
4	12/15/03	...	...
5	12/15/03	...	...
6	12/15/03	...	...
7	12/15/03	...	...
8	12/15/03	...	...
9	12/15/03	...	...
10	12/15/03	...	...

BY AIR MAIL TO NEW YORK

DATE: 3/15/2011
USER: 660528388

DATE: 3/15/2011
USER: 660528388



COUNTY OF	ITEM NO.	SHEET NO.
GARRARD & MADISON	7-201.0	854
REVISED PLAN DATE: MAR 16, 2011		

KY 52 RIGHT OF WAY STRIP MAP

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE

USR: 668028666
 DATE: 3/15/2011
 FILE NAME: J:\kdot\formtech\CD-EMAL\2011-03-14\REV17-2010\REV1705400R.dgn
 SHEET NAME: 1051000R.dgn



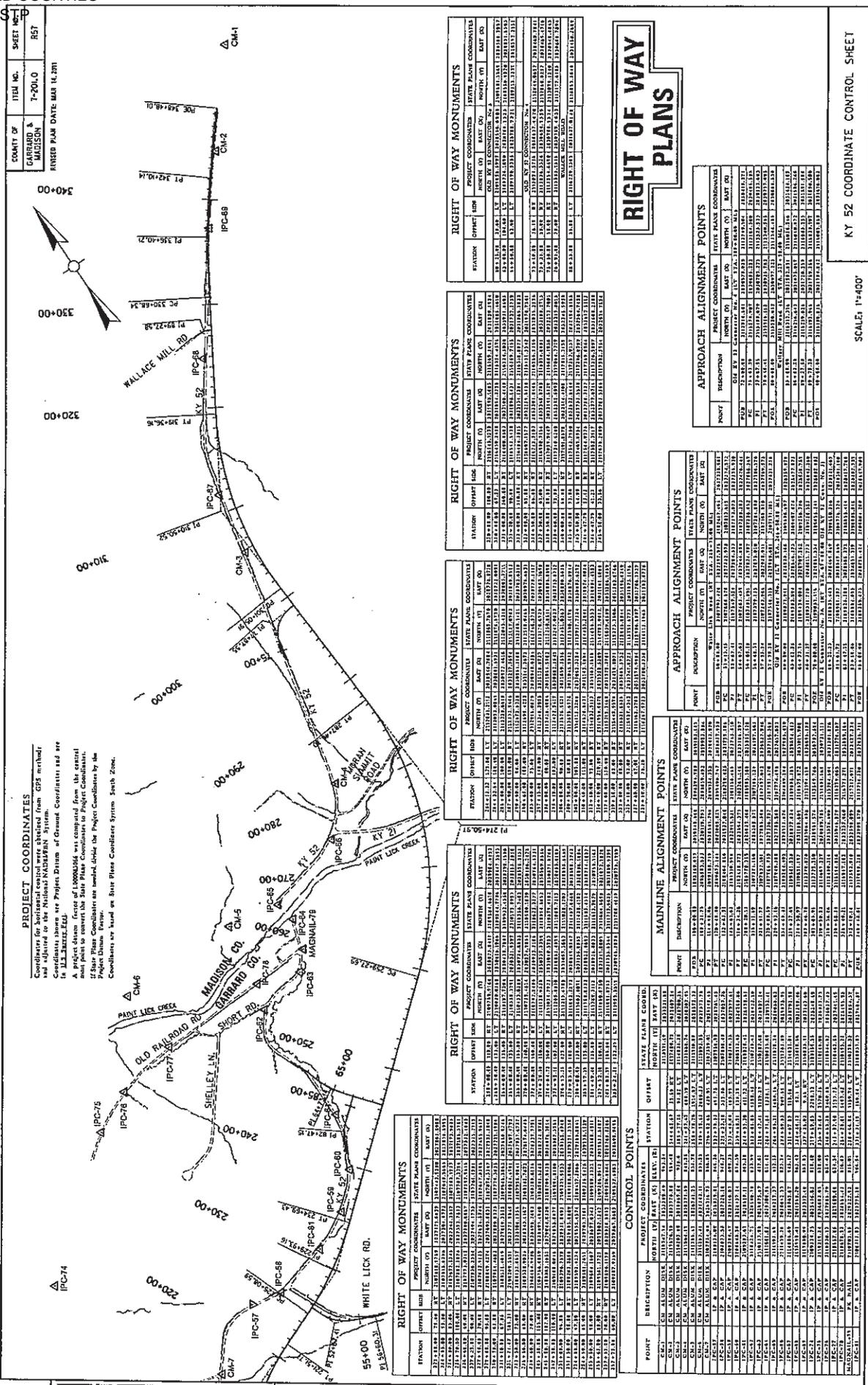
DATE	5/14/2012
TIME	10:00 AM
PROJECT	121GR13D004-FE02 STP
FILE	121GR13D004-FE02 STP
USER	PEC Jones

FILED IN GARRARD COUNTY
PLANS

BY THE ENGINEER OR SURVEYOR

DATE	5/14/2012
TIME	10:00 AM
PROJECT	121GR13D004-FE02 STP
FILE	121GR13D004-FE02 STP
USER	PEC Jones

DATE: 5/14/2012
USER: PEC Jones



PROJECT COORDINATES
Coordinates for this project were obtained from GPS readings and adjusted to the National NAD83 datum.
Coordinates shown are Project Datum of Ground Coordinates and are in UTM Zone 18Q.
A project datum of 1983 was compared from the control points to the National NAD83 datum.
If State Plane Coordinates are needed, label the Project Coordinates by the Project Datum Name.
Coordinates are based on Base State Coordinate System South Zone.

COURT OF
GARRARD &
MADISON
REISED PLAN DATE MAR 14, 2011

SHEET NO.
7-2010
R57

DATE: 3/15/2011
USER: 66652FR6666
FILE NAME: J:\KGD1\form052\CD-EKILL\2011-05-16\RM-REV1-201.0\RM_REV1505100CC.dgn
6-SHEET NAME: R57.DWG

RIGHT OF WAY MONUMENTS

STATION	OFFSET	DESCRIPTION	PROJECT COORDINATES	STATE PLANE COORDINATES
			NORTH (N)	EAST (E)
220+00	0.00	CH-1	211212.12	111212.12
220+00	1.00	CH-1	211213.12	111213.12
220+00	2.00	CH-1	211214.12	111214.12
220+00	3.00	CH-1	211215.12	111215.12
220+00	4.00	CH-1	211216.12	111216.12
220+00	5.00	CH-1	211217.12	111217.12
220+00	6.00	CH-1	211218.12	111218.12
220+00	7.00	CH-1	211219.12	111219.12
220+00	8.00	CH-1	211220.12	111220.12
220+00	9.00	CH-1	211221.12	111221.12
220+00	10.00	CH-1	211222.12	111222.12
220+00	11.00	CH-1	211223.12	111223.12
220+00	12.00	CH-1	211224.12	111224.12
220+00	13.00	CH-1	211225.12	111225.12
220+00	14.00	CH-1	211226.12	111226.12
220+00	15.00	CH-1	211227.12	111227.12
220+00	16.00	CH-1	211228.12	111228.12
220+00	17.00	CH-1	211229.12	111229.12
220+00	18.00	CH-1	211230.12	111230.12
220+00	19.00	CH-1	211231.12	111231.12
220+00	20.00	CH-1	211232.12	111232.12
220+00	21.00	CH-1	211233.12	111233.12
220+00	22.00	CH-1	211234.12	111234.12
220+00	23.00	CH-1	211235.12	111235.12
220+00	24.00	CH-1	211236.12	111236.12
220+00	25.00	CH-1	211237.12	111237.12
220+00	26.00	CH-1	211238.12	111238.12
220+00	27.00	CH-1	211239.12	111239.12
220+00	28.00	CH-1	211240.12	111240.12
220+00	29.00	CH-1	211241.12	111241.12
220+00	30.00	CH-1	211242.12	111242.12
220+00	31.00	CH-1	211243.12	111243.12
220+00	32.00	CH-1	211244.12	111244.12
220+00	33.00	CH-1	211245.12	111245.12
220+00	34.00	CH-1	211246.12	111246.12
220+00	35.00	CH-1	211247.12	111247.12
220+00	36.00	CH-1	211248.12	111248.12
220+00	37.00	CH-1	211249.12	111249.12
220+00	38.00	CH-1	211250.12	111250.12
220+00	39.00	CH-1	211251.12	111251.12
220+00	40.00	CH-1	211252.12	111252.12
220+00	41.00	CH-1	211253.12	111253.12
220+00	42.00	CH-1	211254.12	111254.12
220+00	43.00	CH-1	211255.12	111255.12
220+00	44.00	CH-1	211256.12	111256.12
220+00	45.00	CH-1	211257.12	111257.12
220+00	46.00	CH-1	211258.12	111258.12
220+00	47.00	CH-1	211259.12	111259.12
220+00	48.00	CH-1	211260.12	111260.12
220+00	49.00	CH-1	211261.12	111261.12
220+00	50.00	CH-1	211262.12	111262.12
220+00	51.00	CH-1	211263.12	111263.12
220+00	52.00	CH-1	211264.12	111264.12
220+00	53.00	CH-1	211265.12	111265.12
220+00	54.00	CH-1	211266.12	111266.12
220+00	55.00	CH-1	211267.12	111267.12
220+00	56.00	CH-1	211268.12	111268.12
220+00	57.00	CH-1	211269.12	111269.12
220+00	58.00	CH-1	211270.12	111270.12
220+00	59.00	CH-1	211271.12	111271.12
220+00	60.00	CH-1	211272.12	111272.12
220+00	61.00	CH-1	211273.12	111273.12
220+00	62.00	CH-1	211274.12	111274.12
220+00	63.00	CH-1	211275.12	111275.12
220+00	64.00	CH-1	211276.12	111276.12
220+00	65.00	CH-1	211277.12	111277.12
220+00	66.00	CH-1	211278.12	111278.12
220+00	67.00	CH-1	211279.12	111279.12
220+00	68.00	CH-1	211280.12	111280.12
220+00	69.00	CH-1	211281.12	111281.12
220+00	70.00	CH-1	211282.12	111282.12
220+00	71.00	CH-1	211283.12	111283.12
220+00	72.00	CH-1	211284.12	111284.12
220+00	73.00	CH-1	211285.12	111285.12
220+00	74.00	CH-1	211286.12	111286.12
220+00	75.00	CH-1	211287.12	111287.12
220+00	76.00	CH-1	211288.12	111288.12
220+00	77.00	CH-1	211289.12	111289.12
220+00	78.00	CH-1	211290.12	111290.12
220+00	79.00	CH-1	211291.12	111291.12
220+00	80.00	CH-1	211292.12	111292.12
220+00	81.00	CH-1	211293.12	111293.12
220+00	82.00	CH-1	211294.12	111294.12
220+00	83.00	CH-1	211295.12	111295.12
220+00	84.00	CH-1	211296.12	111296.12
220+00	85.00	CH-1	211297.12	111297.12
220+00	86.00	CH-1	211298.12	111298.12
220+00	87.00	CH-1	211299.12	111299.12
220+00	88.00	CH-1	211300.12	111300.12
220+00	89.00	CH-1	211301.12	111301.12
220+00	90.00	CH-1	211302.12	111302.12
220+00	91.00	CH-1	211303.12	111303.12
220+00	92.00	CH-1	211304.12	111304.12
220+00	93.00	CH-1	211305.12	111305.12
220+00	94.00	CH-1	211306.12	111306.12
220+00	95.00	CH-1	211307.12	111307.12
220+00	96.00	CH-1	211308.12	111308.12
220+00	97.00	CH-1	211309.12	111309.12
220+00	98.00	CH-1	211310.12	111310.12
220+00	99.00	CH-1	211311.12	111311.12
220+00	100.00	CH-1	211312.12	111312.12

RIGHT OF WAY MONUMENTS

STATION	OFFSET	DESCRIPTION	PROJECT COORDINATES	STATE PLANE COORDINATES
			NORTH (N)	EAST (E)
230+00	0.00	CH-2	211313.12	111313.12
230+00	1.00	CH-2	211314.12	111314.12
230+00	2.00	CH-2	211315.12	111315.12
230+00	3.00	CH-2	211316.12	111316.12
230+00	4.00	CH-2	211317.12	111317.12
230+00	5.00	CH-2	211318.12	111318.12
230+00	6.00	CH-2	211319.12	111319.12
230+00	7.00	CH-2	211320.12	111320.12
230+00	8.00	CH-2	211321.12	111321.12
230+00	9.00	CH-2	211322.12	111322.12
230+00	10.00	CH-2	211323.12	111323.12
230+00	11.00	CH-2	211324.12	111324.12
230+00	12.00	CH-2	211325.12	111325.12
230+00	13.00	CH-2	211326.12	111326.12
230+00	14.00	CH-2	211327.12	111327.12
230+00	15.00	CH-2	211328.12	111328.12
230+00	16.00	CH-2	211329.12	111329.12
230+00	17.00	CH-2	211330.12	111330.12
230+00	18.00	CH-2	211331.12	111331.12
230+00	19.00	CH-2	211332.12	111332.12
230+00	20.00	CH-2	211333.12	111333.12
230+00	21.00	CH-2	211334.12	111334.12
230+00	22.00	CH-2	211335.12	111335.12
230+00	23.00	CH-2	211336.12	111336.12
230+00	24.00	CH-2	211337.12	111337.12
230+00	25.00	CH-2	211338.12	111338.12
230+00	26.00	CH-2	211339.12	111339.12
230+00	27.00	CH-2	211340.12	111340.12
230+00	28.00	CH-2	211341.12	111341.12
230+00	29.00	CH-2	211342.12	111342.12
230+00	30.00	CH-2	211343.12	111343.12
230+00	31.00	CH-2	211344.12	111344.12
230+00	32.00	CH-2	211345.12	111345.12
230+00	33.00	CH-2	211346.12	111346.12
230+00	34.00	CH-2	211347.12	111347.12
230+00	35.00	CH-2	211348.12	111348.12
230+00	36.00	CH-2	211349.12	111349.12
230+00	37.00	CH-2	211350.12	111350.12
230+00	38.00	CH-2	211351.12	111351.12
230+00	39.00	CH-2	211352.12	111352.12
230+00	40.00	CH-2	211353.12	111353.12
230+00	41.00	CH-2	211354.12	111354.12
230+00	42.00	CH-2	211355.12	111355.12
230+00	43.00	CH-2	211356.12	111356.12
230+00	44.00	CH-2	211357.12	111357.12
230+00	45.00	CH-2	211358.12	111358.12
230+00	46.00	CH-2	211359.12	111359.12
230+00	47.00	CH-2	211360.12	111360.12
230+00	48.00	CH-2	211361.12	111361.12
230+00	49.00	CH-2	211362.12	111362.12
230+00	50.00	CH-2	211363.12	111363.12
230+00	51.00	CH-2	211364.12	111364.12
230+00	52.00	CH-2	211365.12	111365.12
230+00	53.00	CH-2	211366.12	111366.12
230+00	54.00	CH-2	211367.12	111367.12
230+00	55.00	CH-2	211368.12	111368.12
230+00	56.00	CH-2	211369.12	111369.12
230+00	57.00	CH-2	211370.12	111370.12
230+00	58.00	CH-2	211371.12	111371.12
230+00	59.00	CH-2	211372.12	111372.12
230+00	60.00	CH-2	211373.12	111373.12
230+00	61.00	CH-2	211374.12	111374.12
230+00	62.00	CH-2	211375.12	111375.12
230+00	63.00	CH-2	211376.12	111376.12
230+00	64.00	CH-2	211377.12	111377.12
230+00	65.00	CH-2	211378.12	111378.12
230+00	66.00	CH-2	211379.12	111379.12
230+00	67.00	CH-2	211380.12	111380.12
230+00	68.00	CH-2	211381.12	111381.12
230+00	69.00	CH-2	211382.12	111382.12
230+00	70.00	CH-2	211383.12	111383.12
230+00	71.00	CH-2	211384.12	111384.12
230+00	72.00	CH-2	211385.12	111385.12
230+00	73.00	CH-2	211386.12	111386.12
230+00	74.00	CH-2	211387.12	111387.12
230+00	75.00	CH-2	211388.12	111388.12
230+00	76.00	CH-2	211389.12	111389.12
230+00	77.00	CH-2	211390.12	111390.12
230+00	78.00	CH-2	211391.12	111391.12
230+00	79.00	CH-2	211392.12	111392.12
230+00	80.00	CH-2	211393.12	111393.12
230+00	81.00	CH-2	211394.12	111394.12
230+00	82.00	CH-2	211395.12	111395.12
230+00	83.00	CH-2	211396.12	111396.12
230+00	84.00	CH-2	211397.12	111397.12

Applicant: Kentucky Transportation Cabinet		File Number: LRL-2012-798	Date: 2/11/2013
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
X	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
	PRELIMINARY JURISDICTIONAL DETERMINATION		E

SECTION II: How to Respond to the District Engineer's Proffered Permit, Letter of Permission, or Approved Jurisdictional Determination

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

FOR INFORMATION OF APPELLANT OR OBJECTIONER:

If you have questions regarding this decision and/or the appeal process you may contact:
 U.S. Army Engineer District
 Louisville District Corps of Engineers
 CELRL-OP-FS, Jane Archer, Room752
 P.O. Box 59
 Louisville, Kentucky 40201-0059
 TEL (502) 315-6682; FAX (502) 315-6677

If you only have questions regarding the appeal process you may also contact:
 U.S. Army Corps of Engineers
 ATTN: Appeal Review Officer CELRD-PD-REG
 550 Main Street, Room 10524
 Cincinnati, OH 45202-3222
 TEL (513) 684-6212; FAX (513) 684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

<p>_____</p> <p>Signature of appellant or agent.</p>	<p>Date:</p>	<p>Telephone number:</p>
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APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD): Dec. 20, 2012

B. DISTRICT OFFICE, FILE NAME, AND NUMBER: Louisville District, KY -52 Reconstruction KYTC Item No. 7-201 (LRL-2012-798-jea); Garrard & Madison Co., Kentucky; Impact sites Nos. 1, 2, 4, 12

C. PROJECT LOCATION AND BACKGROUND INFORMATION: This project entails the reconstruction of KY-52 in Garrard County to Wallace Mill Rd. in Madison County.

State: KY County/parish/borough: Madison & Garrard City: Paint Lick
Center coordinates of site (lat/long in degree decimal format): Lat. (See additional comments)^o Pick List, Long. (See additional comments)^o Pick List.

Universal Transverse Mercator:

Name of nearest waterbody: Paint Lick Creek, Adam Branch, White Lick Creek

Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Kentucky River

Name of watershed or Hydrologic Unit Code (HUC): 05100205100100; 05100205100120; 05100205100130; 05100205100150

- Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.
- Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form.

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- Office (Desk) Determination. Date:
- Field Determination. Date(s): Sept 25, 2012

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There **Are no** "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. [Required]

- Waters subject to the ebb and flow of the tide.
 - Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
- Explain:

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There **Are no** "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. [Required]

1. Waters of the U.S.

a. Indicate presence of waters of U.S. in review area (check all that apply):¹

- TNWs, including territorial seas
- Wetlands adjacent to TNWs
- Relatively permanent waters² (RPWs) that flow directly or indirectly into TNWs
- Non-RPWs that flow directly or indirectly into TNWs
- Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
- Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
- Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
- Impoundments of jurisdictional waters
- Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:

Non-wetland waters: linear feet: width (ft) and/or acres.
Wetlands: N/A acres.

c. Limits (boundaries) of jurisdiction based on: Pick List

Elevation of established OHWM (if known):

2. Non-regulated waters/wetlands (check if applicable):³

¹ Boxes checked below shall be supported by completing the appropriate sections in Section III below.

² For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

³ Supporting documentation is presented in Section III F

- Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional. Explain: **Four (4) man made farm ponds exhibit no direct surface connection or nexus to waters of the the U.S., are not considered adjacent to any waters of the U.S. and have no connection to interstate or foreign commerce.**

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW

Identify TNW:

Summarize rationale supporting determination:

2. Wetland adjacent to TNW

Summarize rationale supporting conclusion that wetland is "adjacent":

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody⁴ is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(i) General Area Conditions:

Watershed size: Pick List
Drainage area: Pick List
Average annual rainfall: _____ inches
Average annual snowfall: _____ inches

(ii) Physical Characteristics:

(a) Relationship with TNW:

- Tributary flows directly into TNW.
- Tributary flows through Pick List tributaries before entering TNW.

Project waters are Pick List river miles from TNW.
Project waters are Pick List river miles from RPW.
Project waters are Pick List aerial (straight) miles from TNW.
Project waters are Pick List aerial (straight) miles from RPW.
Project waters cross or serve as state boundaries. Explain:

Identify flow route to TNW⁵:
Tributary stream order, if known:

⁴ Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

⁵ Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

(b) General Tributary Characteristics (check all that apply):

- Tributary is: Natural
 Artificial (man-made). Explain:
 Manipulated (man-altered). Explain:

Tributary properties with respect to top of bank (estimate):

Average width: feet
Average depth: feet
Average side slopes: Pick List.

Primary tributary substrate composition (check all that apply):

- | | | |
|------------------------------------------|----------------------------------------------------|-----------------------------------|
| <input type="checkbox"/> Silts | <input type="checkbox"/> Sands | <input type="checkbox"/> Concrete |
| <input type="checkbox"/> Cobbles | <input type="checkbox"/> Gravel | <input type="checkbox"/> Muck |
| <input type="checkbox"/> Bedrock | <input type="checkbox"/> Vegetation. Type/% cover: | |
| <input type="checkbox"/> Other. Explain: | | |

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain:

Presence of run/riffle/pool complexes. Explain:

Tributary geometry: Pick List

Tributary gradient (approximate average slope): %

(c) Flow:

Tributary provides for: Pick List

Estimate average number of flow events in review area/year: Pick List

Describe flow regime:

Other information on duration and volume:

Surface flow is: Pick List. Characteristics:

Subsurface flow: Pick List. Explain findings:

- Dye (or other) test performed:

Tributary has (check all that apply):

- | | |
|-------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Bed and banks | |
| <input type="checkbox"/> OHWM ⁶ (check all indicators that apply): | |
| <input type="checkbox"/> clear, natural line impressed on the bank | <input type="checkbox"/> the presence of litter and debris |
| <input type="checkbox"/> changes in the character of soil | <input type="checkbox"/> destruction of terrestrial vegetation |
| <input type="checkbox"/> shelving | <input type="checkbox"/> the presence of wrack line |
| <input type="checkbox"/> vegetation matted down, bent, or absent | <input type="checkbox"/> sediment sorting |
| <input type="checkbox"/> leaf litter disturbed or washed away | <input type="checkbox"/> scour |
| <input type="checkbox"/> sediment deposition | <input type="checkbox"/> multiple observed or predicted flow events |
| <input type="checkbox"/> water staining | <input type="checkbox"/> abrupt change in plant community |
| <input type="checkbox"/> other (list): | |
| <input type="checkbox"/> Discontinuous OHWM. ⁷ Explain: | |

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

- | | |
|--------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> High Tide Line indicated by: | <input type="checkbox"/> Mean High Water Mark indicated by: |
| <input type="checkbox"/> oil or scum line along shore objects | <input type="checkbox"/> survey to available datum; |
| <input type="checkbox"/> fine shell or debris deposits (foreshore) | <input type="checkbox"/> physical markings; |
| <input type="checkbox"/> physical markings/characteristics | <input type="checkbox"/> vegetation lines/changes in vegetation types. |
| <input type="checkbox"/> tidal gauges | |
| <input type="checkbox"/> other (list): | |

(iii) Chemical Characteristics:

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain:

Identify specific pollutants, if known:

⁶A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.

⁷Ibid.

(iv) **Biological Characteristics. Channel supports (check all that apply):**

- Riparian corridor. Characteristics (type, average width):
- Wetland fringe. Characteristics:
- Habitat for:
 - Federally Listed species. Explain findings:
 - Fish/spawn areas. Explain findings:
 - Other environmentally-sensitive species. Explain findings:
 - Aquatic/wildlife diversity. Explain findings:

2. **Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW**

(i) **Physical Characteristics:**

(a) General Wetland Characteristics:

Properties:

Wetland size: acres

Wetland type. Explain:

Wetland quality. Explain:

Project wetlands cross or serve as state boundaries. Explain:

(b) General Flow Relationship with Non-TNW:

Flow is: Pick List. Explain:

Surface flow is: Pick List

Characteristics:

Subsurface flow: Pick List. Explain findings:

Dye (or other) test performed:

(c) Wetland Adjacency Determination with Non-TNW:

Directly abutting

Not directly abutting

Discrete wetland hydrologic connection. Explain:

Ecological connection. Explain:

Separated by berm/barrier. Explain:

(d) Proximity (Relationship) to TNW

Project wetlands are Pick List river miles from TNW.

Project waters are Pick List aerial (straight) miles from TNW.

Flow is from: Pick List.

Estimate approximate location of wetland as within the Pick List floodplain.

(ii) **Chemical Characteristics:**

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain:

Identify specific pollutants, if known:

(iii) **Biological Characteristics. Wetland supports (check all that apply):**

- Riparian buffer. Characteristics (type, average width):
- Vegetation type/percent cover. Explain:
- Habitat for:
 - Federally Listed species. Explain findings:
 - Fish/spawn areas. Explain findings:
 - Other environmentally-sensitive species. Explain findings:
 - Aquatic/wildlife diversity. Explain findings:

3. **Characteristics of all wetlands adjacent to the tributary (if any)**

All wetland(s) being considered in the cumulative analysis: Pick List

Approximately () acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

<u>Directly abuts? (Y/N)</u>	<u>Size (in acres)</u>	<u>Directly abuts? (Y/N)</u>	<u>Size (in acres)</u>
------------------------------	------------------------	------------------------------	------------------------

Summarize overall biological, chemical and physical functions being performed:

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs. Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D:
2. Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs. Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:
3. Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW. Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D:

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:

- TNWs: linear feet width (ft), Or, acres.
- Wetlands adjacent to TNWs: acres.

2. **RPWs that flow directly or indirectly into TNWs.**

- Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial:
- Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally:

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: linear feet width (ft).
- Other non-wetland waters: acres.

Identify type(s) of waters:

3. **Non-RPWs⁸ that flow directly or indirectly into TNWs.**

- Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- Tributary waters: linear feet width (ft).
- Other non-wetland waters: acres.

Identify type(s) of waters:

4. **Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
- Wetlands directly abutting an RPW where tributaries typically flow year-round: Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:
- Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW:

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

5. **Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.**

- Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: acres.

6. **Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.**

- Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: acres.

7. **Impoundments of jurisdictional waters.⁹**

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- Demonstrate that impoundment was created from "waters of the U.S.," or
- Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
- Demonstrate that water is isolated with a nexus to commerce (see E below).

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):¹⁰

- which are or could be used by interstate or foreign travelers for recreational or other purposes.
- from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
- which are or could be used for industrial purposes by industries in interstate commerce.
- Interstate isolated waters. Explain:
- Other factors. Explain:

Identify water body and summarize rationale supporting determination:

⁸See Footnote # 3.

⁹To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

¹⁰Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapanos.

Provide estimates for jurisdictional waters in the review area (check all that apply):

- Tributary waters: linear feet width (ft).
- Other non-wetland waters: acres.
Identify type(s) of waters: .
- Wetlands: acres.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
 - Prior to the Jan 2001 Supreme Court decision in "SWANCC," the review area would have been regulated based solely on the "Migratory Bird Rule" (MBR).
- Waters do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction. Explain: .
- Other: (explain, if not covered above): .

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- Non-wetland waters (i.e., rivers, streams): linear feet width (ft).
- Lakes/ponds: 0.83 acres.
- Other non-wetland waters: acres. List type of aquatic resource: .
- Wetlands: acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the "Significant Nexus" standard, where such a finding is required for jurisdiction (check all that apply):

- Non-wetland waters (i.e., rivers, streams): linear feet, width (ft).
- Lakes/ponds: acres.
- Other non-wetland waters: acres. List type of aquatic resource: .
- Wetlands: acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps:
- Corps navigable waters' study:
- U.S. Geological Survey Hydrologic Atlas:14 digit HUC maps.
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite scale & quad name:1:24,000, Paint Lick and Kirksville.
- USDA Natural Resources Conservation Service Soil Survey. Citation: .
- National wetlands inventory map(s). Cite name: .
- State/Local wetland inventory map(s): .
- FEMA/FIRM maps:
- 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- Photographs: Aerial (Name & Date): .
or Other (Name & Date): Corps Field Investigation Photos 9/25/12.
- Previous determination(s). File no. and date of response letter: .
- Applicable/supporting case law: .
- Applicable/supporting scientific literature: .
- Other information (please specify): .

B. ADDITIONAL COMMENTS TO SUPPORT JD: Pond 1(0.24 acres): Latitude: 37 35 8.995; Longitude 84 26 21.767; Pond 2(0.30

acres): Latitude 37 25 32.883, Longitude: 84 25 47.3666, Pond 3(.02 acres): Latitude: 37 36 3.233, Longitude 84 25 23.775; Pond 4(0.27 acres): Latitude 37 37 33.432, Longitude 84 24 6.288

Jane Archer 12/20/12
Jane Archer, Regulatory Specialist
Regulatory Branch

Lee Anne Devine
Lee Anne Devine, Chief, South Section
Regulatory Branch
12/20/12

Applicant: Kentucky Transportation Cabinet		File Number: LRL-2012-798	Date: 2/11/2013
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
	APPROVED JURISDICTIONAL DETERMINATION		D
X	PRELIMINARY JURISDICTIONAL DETERMINATION		E

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

If you have questions regarding this decision and/or the appeal process you may contact:
U.S. Army Engineer District
Louisville District Corps of Engineers
CELRL-OP-FS, Jane Archer, Room752
P.O. Box 59
Louisville, Kentucky 40201-0059
TEL (502) 315-6682; FAX (502) 315-6677

If you only have questions regarding the appeal process you may also contact:
U.S. Army Corps of Engineers
ATTN: Appeal Review Officer CELRD-PD-REG
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
TEL (513) 684-6212; FAX (513) 684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.	Date:	Telephone number:
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ATTACHMENT

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): Sept. 27, 2012

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:
Kentucky Transportation Cabinet, Department of Highways, 200 Mero Street
Frankfort, KY 40622

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: Louisville District, KY -
52 Reconstruction KYTC Item No. 7-201 (LRL-2012-798-jea); Garrard & Madison
Co., Kentucky

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION: This
project entails the reconstruction of KY-52 in Garrard County to Wallace Mill Rd.
in Madison County.

**(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES
AT DIFFERENT SITES)**

State: Kentucky County/parish/borough: Garrard & Madison County

City: Paint Lick

Center coordinates of site (lat/long in degree decimal format): Lat. (See
attached) N, Long. (See attached) W.

Universal Transverse Mercator:

Name of nearest waterbody: Paint Lick Creek, Adam Branch, White Lick
Creek

Identify (estimate) amount of waters in the review area:

Non-wetland waters: 3,808 linear feet: N/A width (ft) and/or N/A acres.

Cowardin Class: Riverine

Stream Flow: Intermittent, Ephemeral, Perennial

Wetlands: N/A acres.

Cowardin Class: N/A

Name of any water bodies on the site that have been identified as Section 10
waters:

Tidal: n/a

Non-Tidal: n/a

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT
APPLY):**

Office (Desk) Determination. Date: August 30, 2012

Field Determination. Date(s): Sept 25, 2012

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply

- checked items should be included in case file and, where checked and requested, appropriately reference sources below):

Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:

Data sheets prepared/submitted by or on behalf of the applicant/consultant.

Office concurs with data sheets/delineation report.

Office does not concur with data sheets/delineation report.

Data sheets prepared by the Corps: Prepared by

Corps navigable waters' study: Section 10 Streams in the Huntington District, as was posted on the website.

U.S. Geological Survey Hydrologic Atlas:

USGS NHD data.

USGS 8 and 12 digit HUC maps.

U.S. Geological Survey map(s). Cite scale & quad name:

USDA Natural Resources Conservation Service Soil Survey. Citation:

National wetlands inventory map(s). Cite name:

State/Local wetland inventory map(s):

FEMA/FIRM maps:

100-year Floodplain Elevation is: (National Geodectic Vertical Datum of 1929)

Photographs: Aerial (Name & Date):
or Other (Name & Date):

Previous determination(s). File no. and date of response letter:

Other information (please specify):

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Jane Archer 1/31/13

Signature and date of
Regulatory Project Manager

[Signature] 12/17/12

Signature and date of
person requesting preliminary JD

(REQUIRED)

**(REQUIRED, unless obtaining
the signature is impracticable)**

Site number	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource in review area	Class of aquatic resource
147+50	84°25'47.366"W	37°35'32.883"N	Riverine	334' / 80'	Eph/Int
154+50	84°25'43.684"W	37°35'36.95"N	Riverine	143'	Eph
204+00	84°25'12.851"W	37°36'19.292"N	Riverine	241' / 72'	Eph/Per
219+00	84°24'59.385"W	37°36'30.382"N	Riverine	296'	Eph
55+00	84°24'49.749"W	37°36'28.502"N	Riverine	95'	Eph
OLD KY 52	84°24'38.102"W	37°36'43.154"N	Riverine	1,179	Intermittent
274+00	84°24'8.234"W	37°37'4.314"N	Riverine	0'	Perennial
281+50	84°24'6.139"W	37°37'11.240"N	Riverine	0'	Perennial
285+50	84°24'5.435"W	37°37'30.676"N	Riverine	1,368	Eph

Applicant: Kentucky Transportation Cabinet		File Number: LRL-2012-798	Date: 2/11/2013
Attached is:			See Section below
X	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)		A
	PROFFERED PERMIT (Standard Permit or Letter of permission)		B
	PERMIT DENIAL		C
X	APPROVED JURISDICTIONAL DETERMINATION		D
X	PRELIMINARY JURISDICTIONAL DETERMINATION		E

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

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REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

If you have questions regarding this decision and/or the appeal process you may contact:
U.S. Army Engineer District
Louisville District Corps of Engineers
CELRL-OP-FS, Jane Archer, Room 752
P.O. Box 59
Louisville, Kentucky 40201-0059
TEL (502) 315-6682; FAX (502) 315-6677

If you only have questions regarding the appeal process you may also contact:
U.S. Army Corps of Engineers
ATTN: Appeal Review Officer CELRD-PD-REG
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
TEL (513) 684-6212; FAX (513) 684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

<p>_____ Signature of appellant or agent.</p>	<p>Date:</p>	<p>Telephone number:</p>
---------------------------------------------------	--------------	--------------------------



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE, 4TH FLOOR

FRANKFORT, KENTUCKY 40601

www.kentucky.gov

November 13, 2012

David Waldner, Director
Kentucky Transportation Cabinet
Division of Environmental Analysis
200 Mero Street, 5th Floor
Frankfort, KY 40622

Re: Water Quality Certification #2012-059-1
KY 52 - Garrard Co
KYTC Item No. 7-201.00
AI No.: 116274, Activity ID: APE20120001
Paint Lick and UTs
Garrard County, Kentucky

Dear Mr. Waldner:

Pursuant to Section 401 of the Clean Water Act (CWA), the Commonwealth of Kentucky certifies it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 303, 304, 306, and 307 of the CWA, will not be violated by the above referenced project provided that the U.S. Army Corps of Engineers authorizes the activity under 33 CFR part 330, and the attached conditions are met.

All future correspondence on this project must reference **AI No. 116274**. **The attached document is your official Water Quality Certification; please read it carefully.** If you should have any questions concerning the conditions of this water quality certification, please contact Adam Jackson of my staff by calling (502) 564-3410.

Sincerely,

A handwritten signature in black ink that reads "Barbara J. Scott".

Barbara Scott, Supervisor
Water Quality Certification Section
Kentucky Division of Water

BJS: AJ

Attachment

cc: Jane Archer, USACE: Louisville District
Lee Andrews, USFWS: Frankfort
Roy Collins, KYTC DEA

KTC Water Quality Certification

KY 52 - Garrard Co
Facility Requirements
Permit Number: WQC#2012-059-1
Activity ID No.: APE20120001

AAZZ0000000001 (KYTC Item No. 7-201.00) KY 52 Reconstruction:

Submittal/Action Requirements:

Condition No.	Condition
S-1	The Kentucky Transportation Cabinet must submit notification: Due prior to any construction activity to the Kentucky Division of Water (KDOW), Water Quality Certification (WQC) Section. Notification shall confirm the proof of debit of 1179 stream Adjusted Mitigation Units (AMUs) from the Lincoln County Stream and Wetland Advanced Mitigation Bank due to the 1179 linear feet of poor quality intermittent stream impacts associated with an unnamed tributary to Paint Lick Creek. The U.S. Army Corps of Engineers (USACE) may require a different amount. [Clean Water Act]
S-2	The Kentucky Transportation Cabinet must notify the Division: Due prior to any construction activity. Notify the WQC Section of the KDOW at (502) 564-3410 at least two weeks prior to construction. [Clean Water Act]
S-3	The Kentucky Transportation Cabinet must notify the Division: Due when construction is complete. Notify the WQC Section of the KDOW at (502) 564-3410 no later than two weeks post-construction. [Clean Water Act]
S-4	Other permits may be required from the Division of Water for this project. If this project takes place within the floodplain, a permit may be required from the Surface Water Permits Branch. The contact person is Todd Powers. If this project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a KPDES general storm water permit will be required from the Surface Water Permits Branch. The contact person is Cassie Campbell. Both can be reached at (502) 564-3410. [Clean Water Act]

Narrative Requirements:

Condition No.	Condition
T-1	The work approved by this certification shall be limited to: - the loss of 1261 linear feet of stream within the HUC 14 #05100205100120 watershed, including 1109 linear feet of ephemeral stream channel (Stations 147+50, 154+50, 204+00, 219+00, and 55+00); 80 linear feet of intermittent stream channel (Station 147+50); and 72 linear feet of perennial stream channel (Station 204+00). - the loss of 2547 linear feet of stream within the HUC 14 #05100205100130 watershed, including 1368 linear feet of ephemeral stream channel (Station 285+50); and 1179 linear feet of intermittent stream channel ("Old KY 52"). [Clean Water Act]

KTC Water Quality Certification

KY 52 - Garrard Co
Facility Requirements
Permit Number: WQC#2012-059-1
Activity ID No.: APE20120001

AAZZ0000000001 (continued):

Narrative Requirements:

Condition No.	Condition
T-2	The KDOW requires mitigation for the 1179 linear feet of poor quality intermittent stream impact associated with the unnamed tributary to Paint Lick Creek (itemized as "Old KY 52"). The KYTC has proposed to debit an appropriate amount of available stream credits from the Lincoln County Stream and Wetland Advance Mitigation Bank. The KDOW requires the KYTC to debit no less than 1179 AMUs from the Lincoln County Stream and Wetland Advanced Mitigation Bank. The USACE may require a different amount. [Clean Water Act]
T-3	Mitigation for impacts shall begin prior to or concurrently with impacts. [Clean Water Act]
T-4	All work performed under this certification shall adhere to the design and specifications set forth in the WQC application received by the KDOW on September 5, 2012, as well as the Revised Summary of Impacts received by the KDOW via email on September 26, 2012. [Clean Water Act]
T-5	The Kentucky Transportation Cabinet is responsible for preventing degradation of waters of the Commonwealth from soil erosion. An erosion and sedimentation control plan must be designed, implemented, and maintained in effective operating condition at all times during construction. [Clean Water Act]
T-6	The Division of Water reserves the right to modify or revoke this certification should it be determined that the activity is in noncompliance with any condition set forth in this certification. [Clean Water Act]
T-7	If construction does not commence within two years of the date of this letter, this certification will become void. A letter requesting a renewal should be submitted. [Clean Water Act]
T-8	Check dams are not allowed within the stream channel. [Clean Water Act]
T-9	Remove all sediment and erosion control measures after re-vegetation has become well-established. [Clean Water Act]



STEPHEN L.
BESHEAR
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

LEONARD K. PETERS
SECRETARY

ATTENTION APPLICANT

If your project involves one or more of the following activities, you may need more than one permit from the Kentucky Division of Water.

- *building in a floodplain**
- *road culvert in a stream**
- *streambank stabilization**
- *stream cleanout**
- *utility line crossing a stream**
- *construction sites an acre or more**

- **If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) stormwater permit shall be required from the Operational Permits Section. This permit requires the creation of an erosion control plan.
Contact Cassie Campbell.**
- **Projects that involve filling in the floodplain will require a stream construction permit from the Floodplain Management Section.
Contact Todd Powers.**
- **Projects that involve work IN a stream, such as bank stabilization, road culverts, utility line crossings, and stream alteration will require a stream construction permit and a Water Quality Certification from the Water Quality Certification Section.
Contact Barbara Scott.**

All three contacts listed above can be reached at 502/564-3410. A complete listing of environmental programs administered by the Kentucky Department for Environmental Protection is available from Pete Goodmann by calling 502/564-3410.

GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. The Kentucky Division of Water may require submission of a formal application for an Individual Certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
2. Nationwide permits issued by the U.S. Army Corps of Engineers for projects in Outstanding State Resource Waters, Cold Water Aquatic Habitats, and Exceptional Waters as defined by 401 KAR 10:026 shall require individual water quality certifications.
3. Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
4. Sediment and erosion control measures (e.g., check-dams, silt fencing, or hay bales) shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, placement shall not be conducted in such a manner that may cause instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control measures shall be removed and the natural grade restored prior to withdrawal from the site.
5. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
6. To the maximum extent practicable, all in-stream work under this certification shall be performed during low flow.
7. Heavy equipment (e.g. bulldozers, backhoes, draglines, etc.), if required for this project, should not be used or operated within the stream channel. In those instances where such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize re-suspension of sediments and disturbance to the channel, banks, or riparian vegetation.
8. If there are water supply intakes located downstream that may be affected by increased turbidity, the permittee shall notify the operator when work will be performed.
9. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
10. Should stream pollution, wetland impairment, and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380.

KyTC BMP Plan for Project PCN ## - #####



Kentucky Transportation Cabinet

Highway District 7

And

_____ **(2), Construction**

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

**Reconstruct KY 52 from KY 954 in Garrard County
to Wallace Mill Road in Madison County**

Project: PCN ## - #####

KyTC BMP Plan for Project PCN ## -

Project information

Note – (1) = Design (2) = Construction (3) = Contractor

1. Owner – Kentucky Transportation Cabinet, District 7
2. Resident Engineer: (2)
3. Contractor name: (2)
Address: (2)

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number (2)
5. Route (Address): 8307 Richmond Road, Paint Lick, KY 40461
6. Latitude/Longitude (project mid-point): 37/36/31.6, 84/24/55.5
7. County (project mid-point): Garrard County
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KyTC BMP Plan for Project PCN ## -

A. Site description:

1. Nature of Construction Activity (from letting project description):
Reconstruct KY 52 from KY 954 in Garrard County to Wallace Mill Road in Madison County
2. Order of major soil disturbing activities (2) and (3)
3. Projected volume of material to be moved: 692466 CY
4. Estimate of total project area (acres): 123
5. Estimate of area to be disturbed (acres): 120
6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
7. Data describing existing soil condition (2)
8. Data describing existing discharge water quality (if any) (2)
9. Receiving water name: White Lick Creek, Elk Garden Branch, Paint Lick Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: (1DEA)
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing

KyTC BMP Plan for Project PCN ## -

and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

B. Sediment and Erosion Control Measures:

1. Plans for highway construction projects will include erosion control sheets that depict Disturbed Drainage Areas (DDAs) and related information. These plan sheets will show the existing project conditions with areas delineated by DDA within the right of way limits, the discharge points and the areas that drain to each discharge point. Project managers and designers will analyze the DDAs and identify Best Management Practices (BMPs) that are site specific. The balance of the BMPs for the project will be listed in the bid documents for selection and use by the contractor on the project with approval by the resident engineer.

Projects that do not have DDAs annotated on the erosion control sheets will employ the same concepts for development and managing BMP plans.

2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - Construction Access – This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be

KyTC BMP Plan for Project PCN ## -

inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Clearing and Grubbing – The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures - The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place – The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to

KyTC BMP Plan for Project PCN ## -

control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.

- Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are :

C. Other Control Measures

1. No solid materials, including building materials, shall be discharged to waters of the commonwealth, except as authorized by a Section 404 permit.
2. Waste Materials

All waste materials that may leach pollutants (paint and paint containers, caulk tubes, oil/grease containers, liquids of any kind, soluble materials, etc.) will be collected and stored in appropriate covered waste containers. Waste containers shall be removed from the project site on a sufficiently frequent basis as to not allow wastes to become a source of pollution. All personnel will be instructed regarding the correct procedure for waste disposal. Wastes will be disposed in accordance with appropriate regulations. Notices stating these practices will be posted in the office.

3. Hazardous Waste

All hazardous waste materials will be managed and disposed of in the manner specified by local or state regulation. The contractor shall notify the Resident Engineer if there any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

4. Spill Prevention

The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.

- **Good Housekeeping:**

KyTC BMP Plan for Project PCN ## -

The following good housekeeping practices will be followed onsite during the construction project.

- An effort will be made to store only enough product required to do the job
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers and, if possible, under a roof or other enclosure
- Products will be kept in their original containers with the original manufacturer's label
- Substances will not be mixed with one another unless recommended by the manufacturer
- Whenever possible, all of the product will be used up before disposing of the container
- Manufacturers' recommendations for proper use and disposal will be followed
- The site contractor will inspect daily to ensure proper use and disposal of materials onsite

➤ **Hazardous Products:**

These practices will be used to reduce the risks associated with any and all hazardous materials.

- Products will be kept in original containers unless they are not resealable
- Original labels and material safety data sheets (MSDS) will be reviewed and retained
- Contractor will follow procedures recommended by the manufacturer when handling hazardous materials
- If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

Vehicles and equipment that are fueled and maintained on site will be monitored for leaks, and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products onsite will be stored in tightly sealed containers, which are clearly labeled and will be protected from exposure to weather.

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum

KyTC BMP Plan for Project PCN ## -

products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

This project (will / will not) (3) have over 1,320 gallons of petroleum products with a total capacity, sum of all containers 55 gallon capacity and larger.

➤ **Fertilizers:**

Fertilizers will be applied at rates prescribed by the contract, standard specifications or as directed by the resident engineer. Once applied, fertilizer will be covered with mulch or blankets or worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

➤ **Paints:**

All containers will be tightly sealed and stored indoors or under roof when not being used. Excess paint or paint wash water will not be discharged to the drainage or storm sewer system but will be properly disposed of according to manufacturers' instructions or state and local regulations.

➤ **Concrete Truck Washout:**

Concrete truck mixers and chutes will not be washed on pavement, near storm drain inlets, or within 75 feet of any ditch, stream, wetland, lake, or sinkhole. Where possible, excess concrete and wash water will be discharged to areas prepared for pouring new concrete, flat areas to be paved that are away from ditches or drainage system features, or other locations that will not drain off site. Where this approach is not possible, a shallow earthen wash basin will be excavated away from ditches to receive the wash water

➤ **Spill Control Practices**

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup:

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.

KyTC BMP Plan for Project PCN ## -

- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials.

E. Maintenance

1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
 - Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance.

F. Inspections

KyTC BMP Plan for Project PCN ## -

Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have received KyTC Grade Level II training or other qualification as prescribed by the cabinet that includes instruction concerning sediment and erosion control.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

It is expected that non-storm water discharges may occur from the site during the construction period. Examples of non-storm water discharges include:

- Water from water line flushings.

KyTC BMP Plan for Project PCN ## -

- Water form cleaning concrete trucks and equipment.
- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

H. Groundwater Protection Plan (3)

This plan serves as the groundwater protection plan as required by 401 KAR 5:037.

- Contractors statement: (3)

The following activities, as enumerated by 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan, will or may be may be conducted as part of this construction project:

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (k) Application or related handling of road oils, dust suppressants or deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);

_____ 2. (m) Installation, construction, operation, or abandonment of wells, bore holes, or core holes, (this does not include bore holes for the purpose of explosive demolition);

Or, check the following only if there are no qualifying activities

KyTC BMP Plan for Project PCN ## -

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the

401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

- (a) General information about this project is covered in the Project information;
- (b) Activities that require a groundwater protection plan have been identified above;
- (c) Practices that will protect groundwater from pollution are addressed in section C. Other control measures.
- (d) Implementation schedule – all practices required to prevent pollution of groundwater are to be in place prior to conducting the activity;
- (e) Training is required as a part of the ground water protection plan. All employees of the contractor, sub-contractor and resident engineer personnel will be trained to understand the nature and requirements of this plan as they pertain to their job function(s). Training will be accomplished within one week of employment and annually thereafter. A record of training will be maintained by the contractor with a copy provide to the resident engineer.
- (f) Areas of the project and groundwater plan activities will be inspected as part of the weekly sediment and erosion control inspections
- (g) Certification (see signature page.)

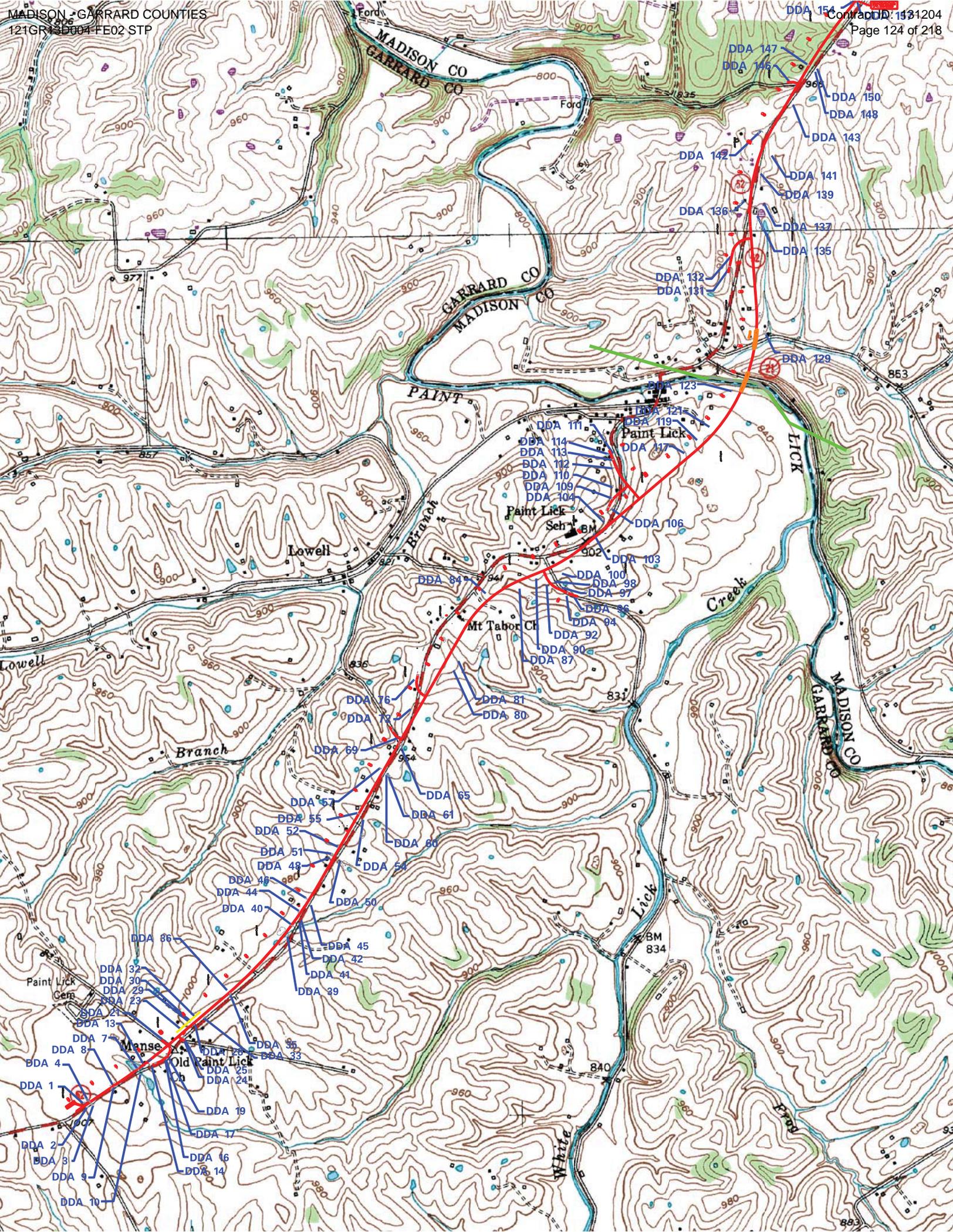


Exhibit #2

Garrard/Madison County

KY 52

7-201.10

KPDES NOI for Stormwater Discharges Associated with Construction Activity Under the KPDES
General Permit

Transaction ID:

b4b1e249-1f4d-4dc5-a274-c6171ee1eb03

KENTUCKY TRANSPORTATION CABINET
COMMUNICATING ALL PROMISES (CAP)

Item No.	7 - 201.01			Project Mgr.	kytc\joshua.samples	
			County	GARRARD	Route	KY-52
CAP #	Date of Promise	Promise made to:	Location of Promise			
1	16-NOV-12	Ronald & Marilyn Rogers/Will Kerns	Parcel 42			
CAP Description						
THE CONTRACTOR SHALL NOT DISTURB EXISTING FENCE AND GATE (NOT SHOWN ON PLANS) DURING CONSTRUCTION. IF CONTRACTOR NEEDS GATE OPENED TO COMPLETE CONSTRUCTION ACTIVITY, CONTACT PROPERTY OWNER IN ADVANCE.						

MATERIAL SUMMARY

CONTRACT ID: 131204

121GR13D004-FE02 STP

DE04000521304

RICHMOND-LANCASTER ROAD (KY 52) RECONSTRUCT KY-52 FROM KY-954 IN GARRARD CO TO WALLACE MILL ROAD IN MADISON CO. GRADE, DRAIN & SURFACE WITH BRIDGE, A DISTANCE OF .17 MILES.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0010	00003	CRUSHED STONE BASE	38,718.00	TON
0020	00020	TRAFFIC BOUND BASE	981.00	TON
0030	00100	ASPHALT SEAL AGGREGATE	359.00	TON
0040	00103	ASPHALT SEAL COAT	43.00	TON
0050	00212	CL2 ASPH BASE 1.00D PG64-22	29,137.00	TON
0060	00221	CL2 ASPH BASE 0.75D PG64-22	2,768.00	TON
0070	00301	CL2 ASPH SURF 0.38D PG64-22	6,474.00	TON
0080	02101	CEM CONC ENT PAVEMENT-8 IN	319.00	SQYD
0090	00078	CRUSHED AGGREGATE SIZE NO 2	17.00	TON
0100	01310	REMOVE PIPE	128.00	LF
0110	01891	ISLAND HEADER CURB TYPE 2	50.00	LF
0120	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	129.00	EACH
0130	01990	DELINEATOR FOR BARRIER WALL-B/W	25.00	EACH
0140	02091	REMOVE PAVEMENT	2,420.00	SQYD
0150	02159	TEMP DITCH	17,258.00	LF
0160	02160	CLEAN TEMP DITCH	51,774.00	LF
0170	02200	ROADWAY EXCAVATION	473,692.00	CUYD
0180	02242	WATER	7.20	MGAL
0190	02273	FENCE-4 FT CHAIN LINK	282.00	LF
0200	02351	GUARDRAIL-STEEL W BEAM-S FACE	5,818.75	LF
0210	02360	GUARDRAIL TERMINAL SECTION NO 1	10.00	EACH
0220	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	2.00	EACH
0230	02391	GUARDRAIL END TREATMENT TYPE 4A	26.00	EACH
0240	02397	TEMP GUARDRAIL	4,275.00	LF
0250	02429	RIGHT-OF-WAY MONUMENT TYPE 1	124.00	EACH
0260	02432	WITNESS POST	3.00	EACH
0270	02483	CHANNEL LINING CLASS II	335.00	TON
0280	02488	CHANNEL LINING CLASS IV	8,602.00	CUYD
0290	02545	CLEARING AND GRUBBING - GARRARD COUNTY APPROXIMATELY 85 ACRES	1.00	LS
0300	02562	TEMPORARY SIGNS	362.50	SQFT
0310	02585	EDGE KEY	180.00	LF
0320	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	11,570.00	SQYD
0330	02650	MAINTAIN & CONTROL TRAFFIC - GARRARD COUNTY	1.00	LS
0340	02651	DIVERSIONS (BY-PASS DETOURS) - GARRARD COUNTY	1.00	LS
0350	02690	SAFELOADING	1.50	CUYD
0360	02701	TEMP SILT FENCE	17,258.00	LF
0370	02703	SILT TRAP TYPE A	84.00	EACH
0380	02704	SILT TRAP TYPE B	84.00	EACH
0390	02705	SILT TRAP TYPE C	84.00	EACH
0400	02706	CLEAN SILT TRAP TYPE A	252.00	EACH
0410	02707	CLEAN SILT TRAP TYPE B	252.00	EACH
0420	02708	CLEAN SILT TRAP TYPE C	252.00	EACH

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0430	02709	CLEAN TEMP SILT FENCE	51,774.00	LF
0440	02711	SEDIMENTATION BASIN	1,300.00	CUYD
0450	02712	CLEAN SEDIMENTATION BASIN	3,900.00	CUYD
0460	02726	STAKING - GARRARD COUNTY	1.00	LS
0470	03171	CONCRETE BARRIER WALL TYPE 9T	1,900.00	LF
0480	05950	EROSION CONTROL BLANKET	10,651.00	SQYD
0490	05952	TEMP MULCH	409,770.00	SQYD
0500	05953	TEMP SEEDING AND PROTECTION	40,977.00	SQYD
0510	05966	TOPDRESSING FERTILIZER	29.30	TON
0520	05985	SEEDING AND PROTECTION	409,770.00	SQYD
0530	05989	SPECIAL SEEDING CROWN VETCH	114,872.00	SQYD
0540	06510	PAVE STRIPING-TEMP PAINT-4 IN	65,610.00	LF
0550	06514	PAVE STRIPING-PERM PAINT-4 IN	81,173.00	LF
0560	06568	PAVE MARKING-THERMO STOP BAR-24IN	30.00	LF
0570	06570	PAVE MARKING-PAINT CROSS-HATCH	1,775.00	SQFT
0580	06573	PAVE MARKING-THERMO STR ARROW	5.00	EACH
0590	06574	PAVE MARKING-THERMO CURV ARROW	3.00	EACH
0600	08903	CRASH CUSHION TY VI CLASS BT TL3	8.00	EACH
0610	10020NS	FUEL ADJUSTMENT	228,812.00	DOLL
0620	10030NS	ASPHALT ADJUSTMENT	101,585.00	DOLL
0630	20209EP69	GRANULAR PILE CORE	460.00	CUYD
0640	20458ES403	CENTERLINE RUMBLE STRIPS	16,530.00	LF
0650	20536NS724	WILLOW OAK	4.00	EACH
0660	20566NS724	FLOWERING DOGWOOD	6.00	EACH
0670	23274EN11F	TURF REINFORCEMENT MAT 1	918.00	SQYD
0680	23624EC	REMOVE AND RESET CRASH CUSHION	2.00	EACH
0690	24393ES724	AMERICAN HOLLY	3.00	EACH
0700	24423EC	TEMPORARY SHORING - GARRARD COUNTY	1.00	LS
0710	24540	R/W MONUMENT TYPE 3	24.00	EACH
0720	00440	ENTRANCE PIPE-15 IN	1,375.00	LF
0730	00441	ENTRANCE PIPE-18 IN	434.00	LF
0740	00443	ENTRANCE PIPE-24 IN	106.00	LF
0750	00445	ENTRANCE PIPE-30 IN	60.00	LF
0760	00462	CULVERT PIPE-18 IN	306.00	LF
0770	00464	CULVERT PIPE-24 IN	611.00	LF
0780	00466	CULVERT PIPE-30 IN	1,133.00	LF
0790	00468	CULVERT PIPE-36 IN	32.00	LF
0800	00469	CULVERT PIPE-42 IN	427.00	LF
0810	00470	CULVERT PIPE-48 IN	79.00	LF
0820	00498	CULVERT PIPE-42 IN EQUIV	159.00	LF
0830	00521	STORM SEWER PIPE-15 IN	34.00	LF
0840	00524	STORM SEWER PIPE-24 IN	34.00	LF
0850	01000	PERFORATED PIPE-4 IN	653.00	LF
0860	01010	NON-PERFORATED PIPE-4 IN	1,892.00	LF
0870	01020	PERF PIPE HEADWALL TY 1-4 IN	2.00	EACH
0880	01024	PERF PIPE HEADWALL TY 2-4 IN	5.00	EACH
0890	01028	PERF PIPE HEADWALL TY 3-4 IN	9.00	EACH
0900	01032	PERF PIPE HEADWALL TY 4-4 IN	1.00	EACH
0910	01202	PIPE CULVERT HEADWALL-15 IN	1.00	EACH
0920	01204	PIPE CULVERT HEADWALL-18 IN	4.00	EACH

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0930	01208	PIPE CULVERT HEADWALL-24 IN	10.00	EACH
0940	01210	PIPE CULVERT HEADWALL-30 IN	12.00	EACH
0950	01214	PIPE CULVERT HEADWALL-42 IN	6.00	EACH
0960	01215	PIPE CULVERT HEADWALL-42 IN EQUIV	2.00	EACH
0970	01216	PIPE CULVERT HEADWALL-48 IN	2.00	EACH
0980	01434	SLOPED BOX OUTLET TYPE 1-24 IN	2.00	EACH
0990	01450	S & F BOX INLET-OUTLET-18 IN	1.00	EACH
1000	01451	S & F BOX INLET-OUTLET-24 IN	1.00	EACH
1010	01490	DROP BOX INLET TYPE 1	2.00	EACH
1020	01670	SPRING BOX INLET TYPE B	2.00	EACH
1030	08100	CONCRETE-CLASS A	1.68	CUYD
1040	23131ER701	PIPELINE VIDEO INSPECTION	3,790.00	LF
1050	02231	STRUCTURE GRANULAR BACKFILL	276.60	CUYD
1060	02998	MASONRY COATING	2,258.00	SQYD
1070	03299	ARMORED EDGE FOR CONCRETE	80.00	LF
1080	08001	STRUCTURE EXCAVATION-COMMON	1,399.90	CUYD
1090	08002	STRUCTURE EXCAV-SOLID ROCK	502.70	CUYD
1100	08019	CYCLOPEAN STONE RIP RAP	1,518.00	TON
1110	08020	CRUSHED AGGREGATE SLOPE PROT	63.00	TON
1120	08033	TEST PILES	49.00	LF
1130	08046	PILES-STEEL HP12X53	317.00	LF
1140	08094	PILE POINTS-12 IN	8.00	EACH
1150	08100	CONCRETE-CLASS A	555.00	CUYD
1160	08104	CONCRETE-CLASS AA	557.60	CUYD
1170	08150	STEEL REINFORCEMENT	76,224.00	LB
1180	08151	STEEL REINFORCEMENT-EPOXY COATED	152,107.00	LB
1190	21532ED	RAIL SYSTEM TYPE III	712.00	LF
1200	23813EC	DECK DRAIN	6.00	EACH
1210	24539EC	PPC I-BEAM HN60-49	1,411.40	LF
1220	06406	SBM ALUM SHEET SIGNS .080 IN	120.70	SQFT
1230	06407	SBM ALUM SHEET SIGNS .125 IN	110.50	SQFT
1240	06411	STEEL POST TYPE 2	524.00	LF
1250	06412	STEEL POST MILE MARKERS	6.00	EACH
1260	24584EC	BARCODE SIGN INVENTORY	28.00	EACH
1270	02568	MOBILIZATION	1.00	LS
1280	02569	DEMOBILIZATION	1.00	LS

MATERIAL SUMMARY

CONTRACT ID: 131204

121GR13D004-FE02 STP

DE04000521305

KY52 BRIDGE (MP 16.619) OVER PAINT LICK CREEK KY 52 BRIDGE (MP 16.619) OVER PAINT LICK CREEK.
GRADE, DRAIN & SURFACE WITH BRIDGE.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0010	03299	ARMORED EDGE FOR CONCRETE	40.00	LF
0020	03300	ELIMINATE TRANSVERSE JOINT	72.00	LF
0030	03304	BRIDGE OVERLAY APPROACH PAVEMENT	222.00	SQYD
0040	06514	PAVE STRIPING-PERM PAINT-4 IN	1,008.00	LF
0050	08150	STEEL REINFORCEMENT	1,169.00	LB
0060	08434	CLEAN & PAINT STRUCTURAL STEEL - KY 52 BRIDGE OVER PAINT LICK CREEK	1.00	LS
0070	08504	EPOXY SAND SLURRY	131.00	SQYD
0080	08510	REM EPOXY BIT FOREIGN OVERLAY	342.00	SQYD
0090	08534	CONCRETE OVERLAY-LATEX	19.00	CUYD
0100	08549	BLAST CLEANING	473.00	SQYD
0110	23031EN	PIER REPAIR	192.00	SQFT
0120	24094EC	PARTIAL DEPTH PATCHING	13.10	CUYD
0130	02569	DEMOBILIZATION	1.00	LS

CONTRACT ID: 131204

121GR13D004-FE02 STP

DE07600521304

RICHMOND-LANCASTER ROAD (KY 52) RECONSTRUCT KY 52 FROM KY 954 IN GARRARD COUNTY TO
WALLACE MILL ROAD IN MADISON COUNTY. GRADE, DRAIN & SURFACE WITH BRIDGE.

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0010	00003	CRUSHED STONE BASE	14,856.00	TON
0020	00020	TRAFFIC BOUND BASE	272.00	TON
0030	00100	ASPHALT SEAL AGGREGATE	145.00	TON
0040	00103	ASPHALT SEAL COAT	17.00	TON
0050	00212	CL2 ASPH BASE 1.00D PG64-22	12,294.00	TON
0060	00221	CL2 ASPH BASE 0.75D PG64-22	403.00	TON
0070	00301	CL2 ASPH SURF 0.38D PG64-22	2,388.00	TON
0080	02101	CEM CONC ENT PAVEMENT-8 IN	187.00	SQYD
0090	00078	CRUSHED AGGREGATE SIZE NO 2	8.00	TON
0100	01691	FLUME INLET TYPE 2	2.00	EACH
0110	01891	ISLAND HEADER CURB TYPE 2	150.00	LF
0120	01987	DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	34.00	EACH
0130	01990	DELINEATOR FOR BARRIER WALL-B/W	7.00	EACH
0140	02091	REMOVE PAVEMENT	3,677.00	SQYD
0150	02159	TEMP DITCH	7,092.00	LF
0160	02160	CLEAN TEMP DITCH	21,276.00	LF
0170	02200	ROADWAY EXCAVATION	218,774.00	CUYD
0180	02242	WATER	2.90	MGAL
0190	02351	GUARDRAIL-STEEL W BEAM-S FACE	1,700.00	LF

MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0200	02360	GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH
0210	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	6.00	EACH
0220	02391	GUARDRAIL END TREATMENT TYPE 4A	10.00	EACH
0230	02397	TEMP GUARDRAIL	875.00	LF
0240	02429	RIGHT-OF-WAY MONUMENT TYPE 1	48.00	EACH
0250	02432	WITNESS POST	3.00	EACH
0260	02482	CHANNEL LINING CLASS IA	178.00	TON
0270	02483	CHANNEL LINING CLASS II	1,506.00	TON
0280	02488	CHANNEL LINING CLASS IV	2,886.00	CUYD
0290	02545	CLEARING AND GRUBBING - MADISON CO APPROXIMATELY 35 ACRES	1.00	LS
0300	02562	TEMPORARY SIGNS	182.50	SQFT
0310	02585	EDGE KEY	57.00	LF
0320	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	3,794.00	SQYD
0330	02610	RETAINING WALL-GABION - FOR GABION DITCH	238.00	CUYD
0340	02650	MAINTAIN & CONTROL TRAFFIC - MADISON CO	1.00	LS
0350	02651	DIVERSIONS (BY-PASS DETOURS) - MADISON COUNTY	1.00	LS
0360	02701	TEMP SILT FENCE	7,092.00	LF
0370	02703	SILT TRAP TYPE A	35.00	EACH
0380	02704	SILT TRAP TYPE B	35.00	EACH
0390	02705	SILT TRAP TYPE C	35.00	EACH
0400	02706	CLEAN SILT TRAP TYPE A	105.00	EACH
0410	02707	CLEAN SILT TRAP TYPE B	105.00	EACH
0420	02708	CLEAN SILT TRAP TYPE C	105.00	EACH
0430	02709	CLEAN TEMP SILT FENCE	21,276.00	LF
0440	02711	SEDIMENTATION BASIN	1,300.00	CUYD
0450	02712	CLEAN SEDIMENTATION BASIN	3,900.00	CUYD
0460	02726	STAKING - MADISON CO	1.00	LS
0470	03171	CONCRETE BARRIER WALL TYPE 9T	500.00	LF
0480	05950	EROSION CONTROL BLANKET	1,377.00	SQYD
0490	05952	TEMP MULCH	171,010.00	SQYD
0500	05953	TEMP SEEDING AND PROTECTION	17,101.00	SQYD
0510	05966	TOPDRESSING FERTILIZER	12.20	TON
0520	05985	SEEDING AND PROTECTION	171,010.00	SQYD
0530	05989	SPECIAL SEEDING CROWN VETCH	46,920.00	SQYD
0540	06510	PAVE STRIPING-TEMP PAINT-4 IN	24,125.00	LF
0550	06514	PAVE STRIPING-PERM PAINT-4 IN	33,036.00	LF
0560	06568	PAVE MARKING-THERMO STOP BAR-24IN	30.00	LF
0570	06570	PAVE MARKING-PAINT CROSS-HATCH	1,132.00	SQFT
0580	06573	PAVE MARKING-THERMO STR ARROW	3.00	EACH
0590	06574	PAVE MARKING-THERMO CURV ARROW	3.00	EACH
0600	08903	CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH
0610	10020NS	FUEL ADJUSTMENT	101,585.00	DOLL
0620	10030NS	ASPHALT ADJUSTMENT	59,043.00	DOLL
0630	20063EN9T	DRY-LAID ROCK FENCE	135.00	LF
0640	20209EP69	GRANULAR PILE CORE	578.00	CUYD
0650	20430ED	SAW CUT	1,440.00	LF
0660	20458ES403	CENTERLINE RUMBLE STRIPS	6,410.00	LF
0670	23274EN11F	TURF REINFORCEMENT MAT 1	707.00	SQYD
0680	23624EC	REMOVE AND RESET CRASH CUSHION	2.00	EACH

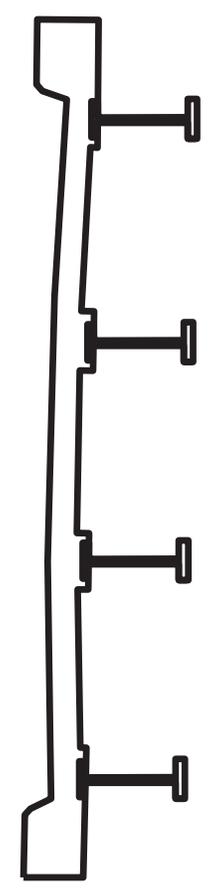
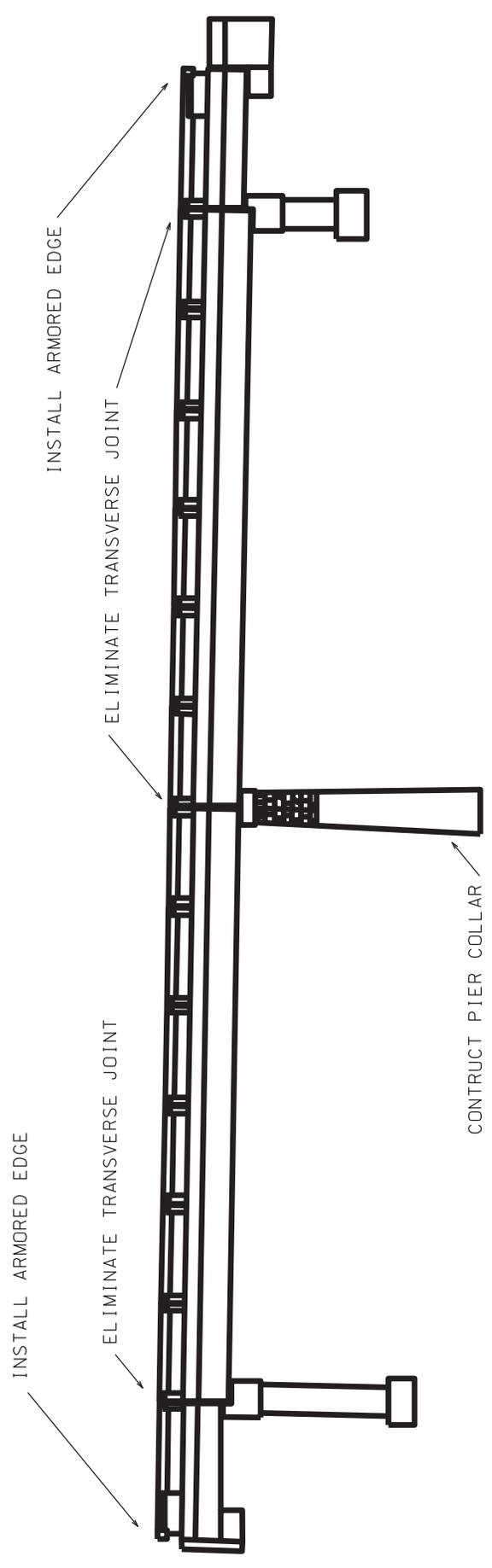
MATERIAL SUMMARY

Project Line No	Bid Code	DESCRIPTION	Quantity	Unit
0690	24540	R/W MONUMENT TYPE 3	5.00	EACH
0700	00440	ENTRANCE PIPE-15 IN	201.00	LF
0710	00441	ENTRANCE PIPE-18 IN	77.00	LF
0720	00443	ENTRANCE PIPE-24 IN	64.00	LF
0730	00462	CULVERT PIPE-18 IN	432.00	LF
0740	00464	CULVERT PIPE-24 IN	131.00	LF
0750	00468	CULVERT PIPE-36 IN	381.00	LF
0760	00469	CULVERT PIPE-42 IN	32.00	LF
0770	01000	PERFORATED PIPE-4 IN	1,319.00	LF
0780	01010	NON-PERFORATED PIPE-4 IN	2,884.00	LF
0790	01020	PERF PIPE HEADWALL TY 1-4 IN	4.00	EACH
0800	01024	PERF PIPE HEADWALL TY 2-4 IN	11.00	EACH
0810	01028	PERF PIPE HEADWALL TY 3-4 IN	15.00	EACH
0820	01032	PERF PIPE HEADWALL TY 4-4 IN	3.00	EACH
0830	01204	PIPE CULVERT HEADWALL-18 IN	2.00	EACH
0840	01208	PIPE CULVERT HEADWALL-24 IN	2.00	EACH
0850	01212	PIPE CULVERT HEADWALL-36 IN	4.00	EACH
0860	01214	PIPE CULVERT HEADWALL-42 IN	1.00	EACH
0870	01433	SLOPED BOX OUTLET TYPE 1-18 IN	2.00	EACH
0880	01450	S & F BOX INLET-OUTLET-18 IN	3.00	EACH
0890	01490	DROP BOX INLET TYPE 1	1.00	EACH
0900	01577	DROP BOX INLET TYPE 14	1.00	EACH
0910	23131ER701	PIPELINE VIDEO INSPECTION	1,115.00	LF
0920	02231	STRUCTURE GRANULAR BACKFILL	425.10	CUYD
0930	02998	MASONRY COATING	2,206.00	SQYD
0940	03299	ARMORED EDGE FOR CONCRETE	91.00	LF
0950	08001	STRUCTURE EXCAVATION-COMMON	439.80	CUYD
0960	08002	STRUCTURE EXCAV-SOLID ROCK	279.80	CUYD
0970	08019	CYCLOPEAN STONE RIP RAP	2,970.00	TON
0980	08033	TEST PILES	55.00	LF
0990	08046	PILES-STEEL HP12X53	384.00	LF
1000	08094	PILE POINTS-12 IN	18.00	EACH
1010	08100	CONCRETE-CLASS A	514.20	CUYD
1020	08104	CONCRETE-CLASS AA	599.60	CUYD
1030	08150	STEEL REINFORCEMENT	65,820.00	LB
1040	08151	STEEL REINFORCEMENT-EPOXY COATED	156,879.00	LB
1050	21532ED	RAIL SYSTEM TYPE III	694.80	LF
1060	23813EC	DECK DRAIN	6.00	EACH
1070	24539EC	PPC I-BEAM HN60-49	1,370.90	LF
1080	06406	SBM ALUM SHEET SIGNS .080 IN	63.50	SQFT
1090	06407	SBM ALUM SHEET SIGNS .125 IN	31.00	SQFT
1100	06411	STEEL POST TYPE 2	197.00	LF
1110	06412	STEEL POST MILE MARKERS	2.00	EACH
1120	24584EC	BARCODE SIGN INVENTORY	11.00	EACH
1130	02568	MOBILIZATION	1.00	LS
1140	02569	DEMOBILIZATION	1.00	LS

040B00004N
TWO 60' I BEAM SPANS, TWO 12.5' I BEAM SPANS
NO SKEW - 154' TOTAL LENGTH

TO RICHMOND →

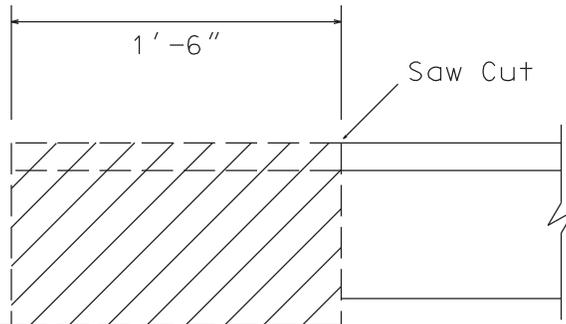
← TO LANCASTER



20' CURB TO CURB

ARMORED EDGE DETAIL

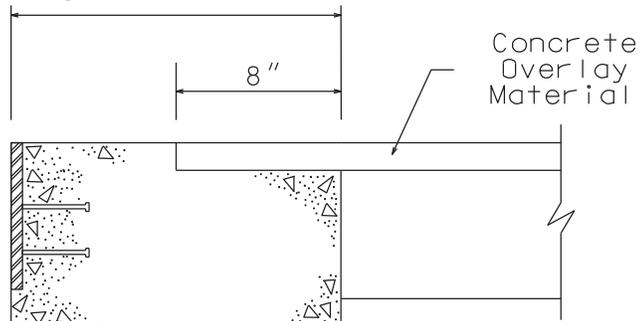
Remove X-Hatched Areas of
Concrete & Expansion Device



EXISTING SECTION

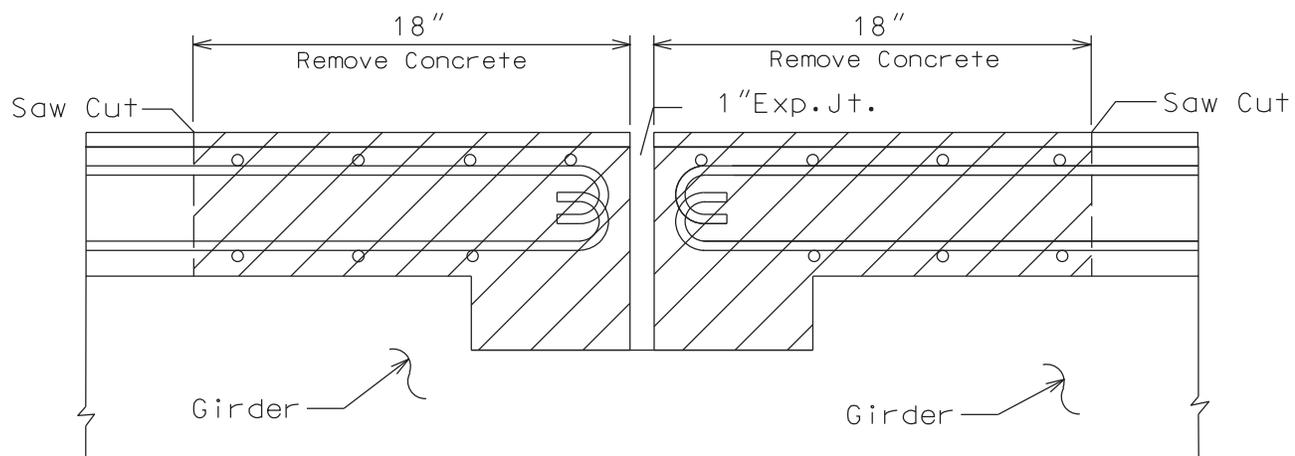
Pay Limits for "Armored
Edge Replacement"

See Standard
Drawing
BJE-001-11



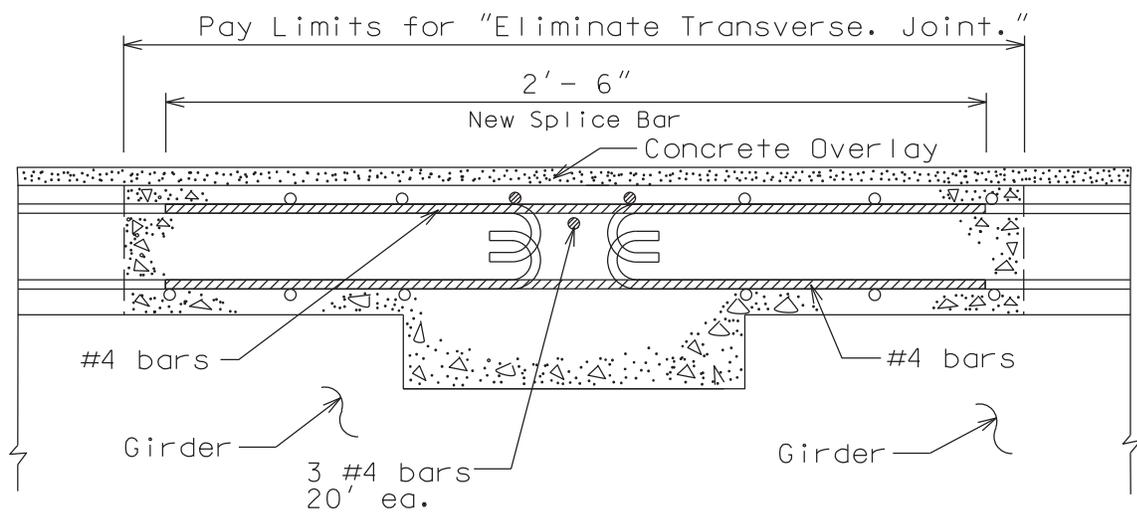
PROPOSED SECTION

ELIMINATE TRANSVERSE JOINT DETAIL



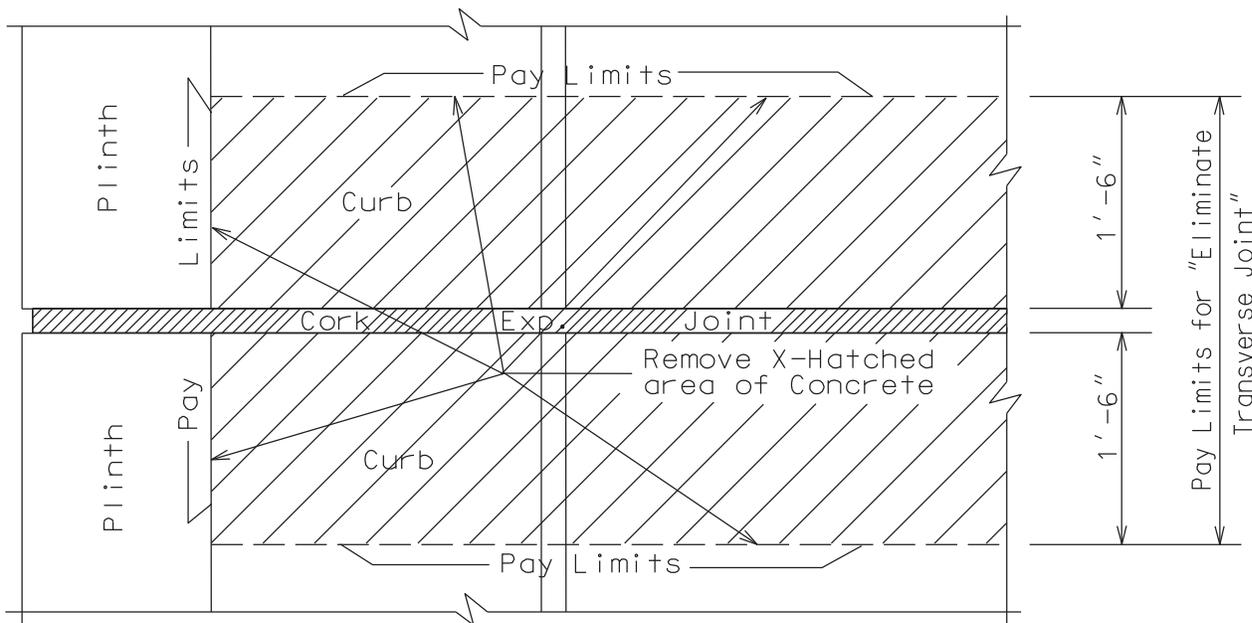
NOTE: Do not disturb existing Steel Reinforcement

EXISTING SECTION @ Transverse Joint

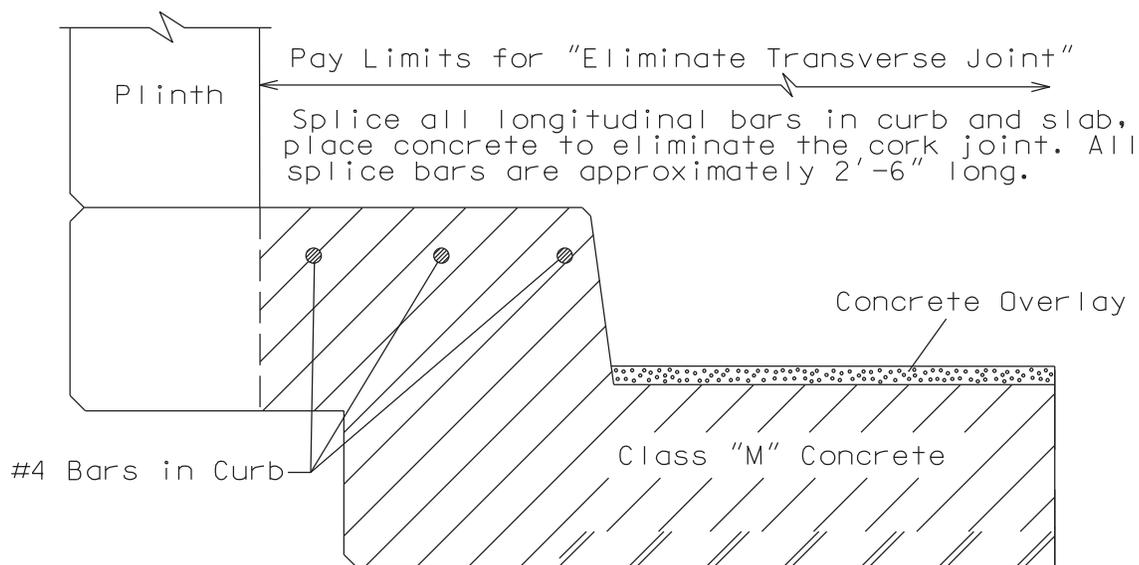


PROPOSED SECTION @ Transverse Joint

ELIMINATE TRANSVERSE JOINT DETAIL



EXISTING PLAN VIEW @ CURB



PROPOSED SECTION @ CURB

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2012 with the 2012 Revision*.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
Effective with the September 27, 2013 Letting**

Subsection:	108.03 Preconstruction Conference.
Revision:	Replace 8) Staking with the following: 8) Staking (designated by a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	109.07.02 Fuel.
Revision:	Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization
Subsection:	110.02 Demobilization.
Revision:	Replace the first part of the first sentence of the second paragraph with the following: Perform all work and operations necessary to accomplish final clean-up as specified in the first paragraph of Subsection 105.12;
Subsection:	112.03.12 Project Traffic Coordinator (PTC).
Revision:	Replace the last paragraph of this subsection with the following: Ensure the designated PTC has sufficient skill and experience to properly perform the task assigned and has successfully completed the qualification courses.
Subsection:	112.04.18 Diversions (By-Pass Detours).
Revision:	Insert the following sentence after the 2nd sentence of this subsection. The Department will not measure temporary drainage structures for payment when the contract documents provide the required drainage opening that must be maintained with the diversion. The temporary drainage structures shall be incidental to the construction of the diversion. If the contract documents fail to provide the required drainage opening needed for the diversion, the cost of the temporary drainage structure will be handled as extra work in accordance with section 109.04.
Subsection:	201.03.01 Contractor Staking.
Revision:	Replace the first paragraph with the following: Perform all necessary surveying under the general supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	201.04.01 Contractor Staking.
Revision:	Replace the last sentence of the paragraph with the following: Complete the general layout of the project under the supervision of a Professional Engineer or Land Surveyor licensed in the Commonwealth of Kentucky.
Subsection:	206.04.01 Embankment-in-Place.
Revision:	Replace the fourth paragraph with the following: The Department will not measure suitable excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
Subsection:	208.02.01 Cement.
Revision:	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
Effective with the September 27, 2013 Letting**

Subsection:	208.03.06 Curing and Protection.
Revision:	Replace the fourth paragraph with the following: Do not allow traffic or equipment on the finished surface until the stabilized subgrade has cured for a total of 7-days with an ambient air temperature above 40 degrees Fahrenheit. A curing day consists of a continuous 24-hour period in which the ambient air temperature does not fall below 40 degrees Fahrenheit. Curing days will not be calculated consecutively, but must total seven (7) , 24-hour days with the ambient air temperature remaining at or above 40 degrees Fahrenheit before traffic or equipment will be allowed to traverse the stabilized subgrade. The Department may allow a shortened curing period when the Contractor requests. The Contractor shall give the Department at least 3 day notice of the request for a shortened curing period. The Department will require a minimum of 3 curing days after final compaction. The Contractor shall furnish cores to the treated depth of the roadbed at 500 feet intervals for each lane when a shortened curing time is requested. The Department will test cores using an unconfined compression test. Roadbed cores must achieve a minimum strength requirement of 80 psi.
Subsection:	208.03.06 Curing and Protection.
Revision:	Replace paragraph nine with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Number:	2)
Revision:	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 4, 5, 6, and 7. Apply seed mix Type II at a minimum application rate of 100 pounds per acre. If adjacent to a golf course replace the crown vetch with Kentucky 31 Tall Fescue.
Subsection:	212.03.03 Permanent Seeding and Protection.
Part:	A) Seed Mixtures for Permanent Seeding.
Number:	3)
Revision:	Replace the paragraph with the following: Permanent Seeding on Slopes Greater than 3:1 in Highway Districts 1, 2, 3, 8, 9, 10, 11, and 12. Apply seed mix Type III at a minimum application rate of 100 pounds per acre. If adjacent to crop land or golf course, replace the Sericea Lespedeza with Kentucky 31 Fescue.
Subsection:	213.03.02 Progress Requirements.
Revision:	Replace the last sentence of the third paragraph with the following: Additionally, the Department will apply a penalty equal to the liquidated damages when all aspects of the work are not coordinated in an acceptable manner within 7 calendar days after written notification.
Subsection:	213.03.05 Temporary Control Measures.
Part:	E) Temporary Seeding and Protection.
Revision:	Delete the second sentence of the first paragraph.
Subsection:	304.02.01 Physical Properties.
Table:	Required Geogrid Properties
Revision:	Replace all references to Test Method "GRI-GG2-87" with ASTM D 7737.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
Effective with the September 27, 2013 Letting**

<p>Subsection: Part: Revision:</p>	<p>402.03.02 Contractor Quality Control and Department Acceptance. B) Sampling. Replace the second sentence with the following: The Department will determine when to obtain the quality control samples using the random-number feature of the mix design submittal and approval spreadsheet. The Department will randomly determine when to obtain the verification samples required in Subsections 402.03.03 and 402.03.04 using the Asphalt Mixture Sample Random Tonnage Generator.</p>
<p>Subsection: Part: Number: Revision:</p>	<p>402.03.02 Contractor Quality Control and Department Acceptance. D) Testing Responsibilities. 3) VMA. Add the following paragraph below Number 3) VMA: Retain the AV/VMA specimens and one additional corresponding G_{mm} sample for 5 working days for mixture verification testing by the Department. For Specialty Mixtures, retain a mixture sample for 5 working days for mixture verification testing by the Department. When the Department's test results do not verify that the Contractor's quality control test results are within the acceptable tolerances according to Subsection 402.03.03, retain the samples and specimens from the affected subplot(s) for the duration of the project.</p>
<p>Subsection: Part: Number: Revision:</p>	<p>402.03.02 Contractor Quality Control and Department Acceptance. D) Testing Responsibilities. 4) Density. Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.</p>
<p>Subsection: Part: Number: Revision:</p>	<p>402.03.02 Contractor Quality Control and Department Acceptance. D) Testing Responsibilities. 5) Gradation. Delete the second paragraph.</p>
<p>Subsection: Part: Number: Revision:</p>	<p>402.03.02 Contractor Quality Control and Department Acceptance. H) Unsatisfactory Work. 1) Based on Lab Data. Replace the second paragraph with the following: When the Engineer determines that safety concerns or other considerations prohibit an immediate shutdown, continue work and the Department will make an evaluation of acceptability according to Subsection 402.03.05.</p>

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
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Subsection: Revision:	402.03.03 Verification. Replace the first paragraph with the following: 402.03.03 Mixture Verification. For volumetric properties, the Department will perform a minimum of one verification test for AC, AV, and VMA according to the corresponding procedures as given in Subsection 402.03.02. The Department will randomly determine when to obtain the verification sample using the Asphalt Mixture Sample Random Tonnage Generator. For specialty mixtures, the Department will perform one AC and one gradation determination per lot according to the corresponding procedures as given in Subsection 402.03.02. However, Department personnel will not perform AC determinations according to KM 64-405. The Contractor will obtain a quality control sample at the same time the Department obtains the mixture verification sample and perform testing according to the procedures given in Subsection 402.03.02. If the Contractor's quality control sample is verified by the Department's test results within the tolerances provided below, the Contractor's sample will serve as the quality control sample for the affected subplot. The Department may perform the mixture verification test on the Contractor's equipment or on the Department's equipment.
Subsection: Part: Revision:	402.03.03 Verification. A) Evaluation of Sublot(s) Verified by Department. Replace the third sentence of the second paragraph with the following: When the paired <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
Subsection: Part: Revision:	402.03.03 Verification. B) Evaluation of Sublots Not Verified by Department. Replace the third sentence of the first paragraph with the following: When differences between test results are not within the tolerances listed below, the Department will resolve the discrepancy according to Subsection 402.03.05.
Subsection: Part: Revision:	402.03.03 Verification. B) Evaluation of Sublots Not Verified by Department. Replace the third sentence of the second paragraph with the following: When the <i>F</i> -test or <i>t</i> -test indicates that the Contractor's data and Department's data are possibly not from the same population, the Department will investigate the cause for the difference according to Subsection 402.03.05 and implement corrective measures as the Engineer deems appropriate.
Subsection: Part: Revision:	402.03.03 Verification. C) Test Data Patterns. Replace the second sentence with the following: When patterns indicate substantial differences between the verified and non-verified sublots, the Department will perform further comparative testing according to subsection 402.03.05.

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Subsection:	402.03 CONSTRUCTION.
Revision:	Add the following subsection: 402.03.04 Testing Equipment and Technician Verification. For mixtures with a minimum quantity of 20,000 tons and for every 20,000 tons thereafter, the Department will obtain an additional verification sample at random using the Asphalt Mixture Sample Random Tonnage Generator in order to verify the integrity of the Contractor's and Department's laboratory testing equipment and technicians. The Department will obtain a mixture sample of at least 150 lb at the asphalt mixing plant according to KM 64-425 and split it according to AASHTO R 47. The Department will retain one split portion of the sample and provide the other portion to the Contractor. At a later time convenient to both parties, the Department and Contractor will simultaneously reheat the sample to the specified compaction temperature and test the mixture for AV and VMA using separate laboratory equipment according to the corresponding procedures given in Subsection 402.03.02. The Department will evaluate the differences in test results between the two laboratories. When the difference between the results for AV or VMA is not within ± 2.0 percent, the Department will investigate and resolve the discrepancy according to Subsection 402.03.05.
Subsection:	402.03.04 Dispute Resolution.
Revision:	Change the subsection number to 402.03.05.
Subsection:	402.05 PAYMENT.
Part:	Lot Pay Adjustment Schedule Compaction Option A Base and Binder Mixtures
Table:	AC
Revision:	Replace the Deviation from JMF(%) that corresponds to a Pay Value of 0.95 to ± 0.6 .
Subsection:	403.02.10 Material Transfer Vehicle (MTV).
Revision:	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:
Subsection:	412.02.09 Material Transfer Vehicle (MTV).
Revision:	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.
Subsection:	412.03.07 Placement and Compaction.
Revision:	Replace the first paragraph with the following: Use a MTV when placing SMA mixture in the driving lanes. The MTV is not required on ramps and/or shoulders unless specified in the contract. When the Engineer determines the use of the MTV is not practical for a portion of the project, the Engineer may waive its requirement for that portion of pavement by a letter documenting the waiver.
Subsection:	412.04 MEASUREMENT.
Revision:	Add the following subsection: 412.04.03. Material Transfer Vehicle (MTV). The Department will not measure the MTV for payment and will consider its use incidental to the asphalt mixture.

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Subsection:	501.03.19 Surface Tolerances and Testing Surface.
Part:	B) Ride Quality.
Revision:	Add the following to the end of the first paragraph: The Department will specify if the ride quality requirements are Category A or Category B when ride quality is specified in the Contract. Category B ride quality requirements shall apply when the Department fails to classify which ride quality requirement will apply to the Contract.
Subsection:	603.03.06 Cofferdams.
Revision:	Replace the seventh sentence of paragraph one with the following: Submit drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	605.03.04 Tack Welding.
Revision:	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
Subsection:	606.03.17 Special Requirements for Latex Concrete Overlays.
Part:	A) Existing Bridges and New Structures.
Number:	1) Prewetting and Grout-Bond Coat.
Revision:	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.
Subsection:	609.03 Construction.
Revision:	Replace Subsection 609.03.01 with the following: 609.03.01 A) Swinging the Spans. Before placing concrete slabs on steel spans or precast concrete release the temporary erection supports under the bridge and swing the span free on its supports. 609.03.01 B) Lift Loops. Cut all lift loops flush with the top of the precast beam once the beam is placed in the final location and prior to placing steel reinforcement. At locations where lift loops are cut, paint the top of the beam with galvanized or epoxy paint.
Subsection:	611.03.02 Precast Unit Construction.
Revision:	Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, replacing Table 1 (Design Requirements for Precast Concrete Box Sections Under Earth, Dead and HL-93 Live Load Conditions) with KY Table 1 (Precast Culvert KYHL-93 Design Table) , and Section 605 with the following exceptions and additions:
Subsection:	613.03.01 Design.
Number:	2)
Revision:	Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
Subsection:	615.06.02
Revision:	Add the following sentence to the end of the subsection. The ends of units shall be normal to walls and centerline except exposed edges shall be beveled ¾ inch.
Subsection:	615.06.03 Placement of Reinforcement in Precast 3-Sided Units.
Revision:	Replace the reference of 6.6 in the section to 615.06.06.
Subsection:	615.06.04 Placement of Reinforcement for Precast Endwalls.
Revision:	Replace the reference of 6.7 in the section to 615.06.07.

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<p>Subsection: Revision:</p>	<p>615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units. Replace the subsection with the following: Tension splices in the circumferential reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. For splices other than tension splices, the overlap shall be a minimum of 12" for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be no less than 2 inches and no more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.</p>
<p>Subsection: Revision:</p>	<p>615.06.07 Laps, Welds, and Spacing for Precast Endwalls. Replace the subsection with the following: Splices in the reinforcement shall be made by lapping. Laps may not be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.2 and AASHTO 2012 Bridge Design Guide Section 5.11.6.3. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.5.1 and AASHTO 2012 Bridge Design Guide Section 5.11.6.2. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 2012 Bridge Design Guide Section 5.11.2.1. The spacing center-to-center of the wire fabric sheet shall not be less than 2 inches or more than 8 inches.</p>
<p>Subsection: Revision:</p>	<p>615.08.01 Type of Test Specimen. Replace the subsection with the following: Start-up slump, air content, unit weight, and temperature tests will be performed each day on the first batch of concrete. Acceptable start-up results are required for production of the first unit. After the first unit has been established, random acceptance testing is performed daily for each 50 yd³ (or fraction thereof). In addition to the slump, air content, unit weight, and temperature tests, a minimum of one set of cylinders shall be required each time plastic property testing is performed.</p>
<p>Subsection: Revision:</p>	<p>615.08.02 Compression Testing. Delete the second sentence.</p>
<p>Subsection:</p>	<p>615.08.04 Acceptability of Core Tests. Delete the entire subsection.</p>
<p>Subsection: Revision:</p>	<p>615.12 Inspection. Add the following sentences to the end of the subsection: Units will arrive at jobsite with the "Kentucky Oval" stamped on the unit which is an indication of acceptable inspection at the production facility. Units shall be inspected upon arrival for any evidence of damage resulting from transport to the jobsite.</p>

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Subsection:	716.02.02 Paint.
Revision:	Replace sentence with the following: Conform to Section 821.
Subsection:	716.03 CONSTRUCTION.
Revision:	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,
Subsection:	716.03.02 Lighting Standard Installation.
Revision:	Replace the second sentence with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	A) Conventional Installation.
Revision:	Replace the third sentence with the following: Orient the transformer base so the door is positioned on the side away from on-coming traffic.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	A) Conventional Installation.
Number:	1) Breakaway Installation and Requirements.
Revision:	Replace the first sentence with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	B) High Mast Installation
Revision:	Replace the first sentence with the following: Install each high mast pole as noted on plans.
Subsection:	716.03.02 Lighting Standard Installation.
Part:	B) High Mast Installation
Number:	2) Concrete Base Installation
Revision:	Modification of Chart and succeeding paragraphs within this section:

Drilled Shaft Depth Data							
Level Ground		3:1 Ground Slope		2:1 Ground Slope		1.5:1 Ground Slope (2)	
Soil	Rock	Soil	Rock	Soil	Rock	Soil	Rock
17 ft	7 ft	19 ft	7 ft	20 ft	7 ft	(1)	7 ft
Steel Requirements							
Vertical Bars				Ties or Spiral			
Size	Total	Size	Spacing or Pitch				
#10	16	#4	12 inch				

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	<p>(1): Shaft length is 22' for cohesive soil only. For cohesionless soil, contact geotechnical branch for design.</p> <p>(2): Do not construct high mast drilled shafts on ground slopes steeper than 1.5:1 without the approval of the Division of Traffic.</p> <p>If rock is encountered during drilling operations and confirmed by the engineer to be of sound quality, the shaft is only required to be further advanced into the rock by the length of rock socket shown in the table. The total length of the shaft need not be longer than that of soil alone. Both longitudinal rebar length and number of ties or spiral length shall be adjusted accordingly.</p> <p>If a shorter depth is desired for the drilled shaft, the contractor shall provide, for the state's review and approval, a detailed column design with individual site specific soil and rock analysis performed and approved by a Professional Engineer licensed in the Commonwealth of Kentucky.</p> <p>Spiral reinforcement may be substituted for ties. If spiral reinforcement is used, one and one-half closed coils shall be provided at the ends of each spiral unit. Subsurface conditions consisting of very soft clay or very loose saturated sand could result in soil parameters weaker than those assumed. Engineer shall consult with the geotechnical branch if such conditions are encountered.</p> <p>The bottom of the drilled hole shall be firm and thoroughly cleaned so no loose or compressible materials are present at the time of the concrete placement. If the drilled hole contains standing water, the concrete shall be placed using a tremie to displace water. Continuous concrete flow will be required to insure full displacement of any water.</p> <p>The reinforcement and anchor bolts shall be adequately supported in the proper positions so no movement occurs during concrete placement. Welding of anchor bolts to the reinforcing cage is unacceptable, templates shall be used.</p> <p>Exposed portions of the foundation shall be formed to create a smooth finished surface. All forming shall be removed upon completion of foundation construction.</p>
Subsection:	716.03.03 Trenching.
Part:	A) Trenching of Conduit for Highmast Ducted Cables.
Revision:	Add the following after the first sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.
Subsection:	716.03.03 Trenching.
Part:	B) Trenching of Conduit for Non-Highmast Cables.
Revision:	Add the following after the second sentence: If depths greater than 24 inches are necessary for either situation listed previously, obtain the Engineer's approval and maintain the required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.
Subsection:	716.03.10 Junction Boxes.
Revision:	Replace subsection title with the following: Electrical Junction Box.

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Subsection:	716.04.07 Pole with Secondary Control Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure mounting the cabinet to the pole, backfilling, restoration, any necessary hardware to anchor pole, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breaker, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.
Subsection:	716.04.08 Lighting Control Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished and installed. The Department will not measure constructing the concrete base, excavation, backfilling, restoration, any necessary anchors, or electrical inspection fees, and will consider them incidental to this item of work. The Department will also not measure furnishing and installing electrical service conductors, specified conduits, meter base, transformer, service panel, fused cutout, fuses, lighting arrestors, photoelectrical control, circuit breakers, contactor, manual switch, ground rods, and ground wires and will consider them incidental to this item of work.
Subsection:	716.04.09 Luminaire.
Revision:	Replace the first sentence with the following: The Department will measure the quantity as each individual unit furnished and installed.
Subsection:	716.04.10 Fused Connector Kits.
Revision:	Replace the first sentence with the following: The Department will measure the quantity as each individual unit furnished and installed.
Subsection:	716.04.13 Junction Box.
Revision:	Replace the subsection title with the following: Electrical Junction Box Type Various.
Subsection:	716.04.13 Junction Box.
Part:	A) Junction Electrical.
Revision:	Rename A) Junction Electrical to the following: A) Electrical Junction Box.
Subsection:	716.04.14 Trenching and Backfilling.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape (if required), the restoration of disturbed areas to original condition, and will consider them incidental to this item of work.
Subsection:	716.04.18 Remove Lighting.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as a lump sum for the removal of lighting equipment. The Department will not measure the disposal of all equipment and materials off the project by the contractor. The Department also will not measure the transportation of the materials and will consider them incidental to this item of work.

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Subsection:	716.04.20 Bore and Jack Conduit.															
Revision:	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway. Construction methods shall be in accordance with Sections 706.03.02, paragraphs 1, 2, and 4.															
Subsection:	716.05 PAYMENT.															
Revision:	Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:															
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Subsection:	723.03 CONSTRUCTION.															
Revision:	Replace bullet 5) with the following: 5) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims,															
Subsection:	723.02.02 Paint.															
Revision:	Replace sentence with the following: Conform to Section 821.															
Subsection:	723.03.02 Poles and Bases Installation.															
Revision:	Replace the first sentence with the following: Regardless of the station and offset noted, locate all poles/bases behind the guardrail a minimum of four feet from the front face of the guardrail to the front face of the pole base.															
Subsection:	723.03.02 Poles and Bases Installation.															
Part:	A) Steel Strain and Mastarm Poles Installation															
Revision:	Replace the second paragraph with the following: For concrete base installation, see Section 716.03.02, B), 2), Paragraphs 2-7. Drilled shaft depth shall be based on the soil conditions encountered during drilling and slope condition at the site. Refer to the design chart below:															
Subsection:	723.03.02 Poles and Bases Installation.															
Part:	B) Pedestal or Pedestal Post Installation.															
Revision:	Replace the fourth sentence of the paragraph with the following: For breakaway supports, conform to Section 12 of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.															
Subsection:	723.03.03 Trenching.															
Part:	A) Under Roadway.															
Revision:	Add the following after the second sentence: If depths greater than 24 inches are necessary, obtain the Engineer's approval and maintain ether required conduit depths coming into the junction boxes. No payment for additional junction boxes for greater depths will be allowed.															

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Subsection:	723.03.11 Wiring Installation.
Revision:	Add the following sentence between the fifth and sixth sentences: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
Subsection:	723.03.12 Loop Installation.
Revision:	Replace the fifth sentence with the following: Provide an extra two feet of loop wire and lead-in past the installed conduit in poles, pedestals, and junction boxes.
Subsection:	723.04.02 Junction Box.
Revision:	Replace subsection title with the following: Electrical Junction Box Type.
Subsection:	723.04.03 Trenching and Backfilling.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, backfilling, underground utility warning tape (if required), the restoration of disturbed areas to original condition, and will consider them incidental to this item of work.
Subsection:	723.04.10 Signal Pedestal.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, specified conduits, fittings, ground rod, ground wire, backfilling, restoring disturbed areas, or other necessary hardware and will consider them incidental to this item of work.
Subsection:	723.04.15 Loop Saw Slot and Fill.
Revision:	Replace the second sentence with the following: The Department will not measure sawing, cleaning and filling induction loop saw slot, loop sealant, backer rod, and grout and will consider them incidental to this item of work.
Subsection:	723.04.16 Pedestrian Detector.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit furnished, installed and connected to pole/pedestal. The Department will not measure installing R10-3e (with arrow) sign, furnishing and installing mounting hardware for sign and will consider them incidental to this item of work.
Subsection:	723.04.18 Signal Controller- Type 170.
Revision:	Replace the second sentence with the following: The Department will not measure constructing the concrete base or mounting the cabinet to the pole, connecting the signal and detectors, excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or electrical inspection fees and will consider them incidental to this item of work. The Department will also not measure furnishing and connecting the induction of loop amplifiers, pedestrian isolators, load switches, model 400 modem card; furnishing and installing electrical service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider them incidental to this item of work.

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Subsection:	723.04.20 Install Signal Controller - Type 170.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed. The Department will not measure constructing the concrete base or mounting the cabinet to the pole, connecting the signal and detectors, and excavation, backfilling, restoration, any necessary pole mounting hardware, electric service, or electrical inspection fees and will consider them incidental to this item of work. The Department will also not measure connecting the induction loop amplifiers, pedestrian, isolators, load switches, model 400 modem card; furnishing and installing electrical service conductors, specified conduits, anchors, meter base, fused cutout, fuses, ground rods, ground wires and will consider them incidental to this item of work.
Subsection:	723.04.22 Remove Signal Equipment.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as a lump sum removal of signal equipment. The Department will not measure the return of control equipment and signal heads to the Department of Highways as directed by the District Traffic Engineer. The Department also will not measure the transportation of materials of the disposal of all other equipment and materials off the project by the contractor and will consider them incidental to this item of work.
Subsection:	723.04.28 Install Pedestrian Detector Audible.
Revision:	Replace the second sentence with the following: The Department will not measure installing sign R10-3e (with arrow) and will consider it incidental to this item of work.
Subsection:	723.04.29 Audible Pedestrian Detector.
Revision:	Replace the second sentence with the following: The Department will not measure furnishing and installing the sign R10-3e (with arrow) and will consider it incidental to this item of work.
Subsection:	723.04.30 Bore and Jack Conduit.
Revision:	Replace the paragraph with the following: The Department will measure the quantity in linear feet. This item shall include all work necessary for boring and installing conduit under an existing roadway. Construction methods shall be in accordance with Sections 706.03.02, paragraphs 1, 2, and 4.
Subsection:	723.04.31 Install Pedestrian Detector.
Revision:	Replace the paragraph with the following: The Department will measure the quantity as each individual unit installed and connected to pole/pedestal. The Department will not measure installing sign R 10-3e (with arrow) and will consider it incidental to this item of work.
Subsection:	723.04.32 Install Mast Arm Pole.
Revision:	Replace the second sentence with the following: The Department will not measure arms, signal mounting brackets, anchor bolts, or any other necessary hardware and will consider them incidental to this item of work.
Subsection:	723.04.33 Pedestal Post.
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, conduit, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.

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Subsection:	723.04.36 Traffic Signal Pole Base.															
Revision:	Replace the second sentence with the following: The Department will not measure excavation, reinforcing steel, anchor bolts, specified conduits, ground rods, ground wires, backfilling, or restoration and will consider them incidental to this item of work.															
Subsection:	723.04.37 Install Signal Pedestal.															
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.															
Subsection:	723.04.38 Install Pedestal Post.															
Revision:	Replace the second sentence with the following: The Department will not measure excavation, concrete, reinforcing steel, anchor bolts, specified conduits, fittings, ground rod, ground wire, backfilling, restoration, or any other necessary hardware and will consider them incidental to this item of work.															
Subsection:	723.05 PAYMENT.															
Revision:	Replace items 04810-04811, 20391NS835 and, 20392NS835 under <u>Code</u> , <u>Pay Item</u> , and <u>Pay Unit</u> with the following:															
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Subsection:	813.04 Gray Iron Castings.															
Revision:	Replace the reference to "AASHTO M105" with "ASTM A48".															
Subsection:	813.09.02 High Strength Steel Bolts, Nuts, and Washers.															
Number:	A) Bolts.															
Revision:	Delete first paragraph and "Hardness Number" Table. Replace with the following: A) Bolts. Conform to ASTM A325 (AASHTO M164) or ASTM A490 (AASHTO 253) as applicable.															
Subsection:	814.04.02 Timber Guardrail Posts.															
Revision:	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".															
Subsection:	814.04.02 Timber Guardrail Posts.															
Revision:	Replace the first sentence of the fourth paragraph with the following: Use any of the species of wood for round or square posts covered under AWPA U1.															
Subsection:	814.04.02 Timber Guardrail Posts.															
Revision:	Fourth paragraph, replace the reference to "AWPA C2" with "AWPA U1, Section B, Paragraph 4.1".															
Subsection:	814.04.02 Timber Guardrail Posts.															
Revision:	Delete the second sentence of the fourth paragraph.															
Subsection:	816.07.02 Wood Posts and Braces.															
Revision:	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph 4.1".															

**Supplemental Specifications to the
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Subsection:	816.07.02 Wood Posts and Braces.
Revision:	Delete the second sentence of the first paragraph.
Subsection:	818.07 Preservative Treatment.
Revision:	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".
Subsection:	834.14 LIGHTING POLES.
Revision:	Replace the first sentence with the following: Lighting pole design shall be in accordance with loading and allowable stress requirements of the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	834.14.03 High Mast Poles.
Revision:	<p>*Remove the second and fourth sentence from the first paragraph.</p> <p>*Replace the third paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky.</p> <p>*Replace paragraph six with the following: Provide a pole section that conforms to ASTM A 595 grade A with a minimum yield strength of 55 KSI or ASTM A 572 with a minimum yield strength of 55 KSI. Use tubes that are round or 16 sided with a four inch corner radius, have a constant linear taper of .144 in/ft and contain only one longitudinal seam weld. Circumferential welded tube butt splices and laminated tubes are not permitted. Provide pole sections that are telescopically slip fit assembled in the field to facilitate inspection of interior surface welds and the protective coating. The minimum length of the telescopic slip splices shall be 1.5 times the inside diameter of the exposed end of the female section. Use longitudinal seam welds as commended in Section 5.15 of the AASHTO 2013 Specifications. The thickness of the transverse base shall not be less than 2 inches. Plates shall be integrally welded to the tubes with a telescopic welded joint or a full penetration groove weld with backup bar.</p> <p>The handhole cover shall be removable from the handhole frame. One the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM A 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7-guage stainless steel to provide adjustability to insure weather-tight fit for the cover. The minimum clear distance between the transverse plate and the</p> <p>bottom opening of the handhole shall not be less than the diameter of the bottom tube of the pole but needs to be at least 15 inches. The handhole frame width shall be 0.4 times the diameter of the bottom tube.</p> <p>Provide products that are hot-dip galvanized to the requirements of either ASTM A123 (fabricated products) or ASTM A 153 (hardware items).</p>
Subsection:	834.16 ANCHOR BOLTS.
Revision:	Insert the following sentence at the beginning of the paragraph: The anchor bolt design shall follow the NCHRP Report 494 Section 2.4 and NCHRP 469 Appendix A Specifications.

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Subsection:	834.17.01 Conventional.
Revision:	Add the following sentence after the second sentence: Provide a waterproof sticker mounted on the bottom of the housing that is legible from the ground and indicates the wattage of the fixture by providing the fist to numbers of the wattage.
Subsection:	834.21.01 Waterproof Enclosures.
Revision:	*Add the following sentence in the second paragraph in the thirteenth sentence: Provide a cabinet door with a louvered air vent, Filter-retaining brackets and an easy clean metal filter. *Replace sentence sixteen with the following: Use a 120-volt fixture and utilize a compact fluorescent or L.E.D. bulb (equivalent to 60 watt minimum).
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first sentence of the first paragraph with the following: Pole diameter and wall thickness shall be calculated in accordance with the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the fourth paragraph with the following: Ensure transverse plats have a thickness ≥ 2 inches. *Add the following sentence to the end of the fourth paragraph: The bottom pole diameter shall not be less than 16.25 inches.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the second sentence of the fifth paragraph with the following: For anchor bolt design, pole forces shall be positioned in such a manner to maximize the force on any individual anchor bolt regardless of the actual anchor bolt orientation with the pole.
Subsection:	835.07 Traffic Poles.
Revision:	Replace the first and second sentence of the sixth paragraph with the following: The pole handhole shall be 25 inches by 6.5 inches. The handhole cover shall be removable from the handhole frame. On the frame side opposite the hinge, provide a mechanism on the handhole cover/frame to place the Department's standard padlock as specified in Section 834.25. The handhole frame shall have two stainless studs installed opposite the hinge to secure the handhole cover to the frame which includes providing stainless steel wing nuts and washers. The handhole cover shall be manufactured from 0.25 inch thick galvanized steel (ASTM 153) and have a neoprene rubber gasket that is permanently secured to the handhole frame to insure weather-tight protection. The hinge shall be manufactured from 7 gauge stainless steel to provide adjustability to insure a weather-tight fit for the cover. The minimum clear distance between the transverse plate and the bottom opening of the handhole shall not be less than the diameter of the bottom tube but needs to be at least 12 inches.
Subsection:	835.07 Traffic Poles.
Revision:	*Replace the first sentence of the last paragraph with the following: Provide calculations and drawings that are stamped by a Professional Engineer licensed in the Commonwealth of Kentucky. *Replace the third sentence of the last paragraph with the following: All tables referenced in 835.07 are found in the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 2013-6th Edition with current interims.

**Supplemental Specifications to the
Standard Specifications for Road and Bridge Construction, 2012 Edition
Effective with the September 27, 2013 Letting**

Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace the second sentence of the second paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	835.07.01 Steel Strain Poles.
Revision:	Replace number 7. after the second paragraph with the following: 7. Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace the second sentence of the fourth paragraph with the following: The detailed analysis shall be certified by a Professional Engineer licensed in the Commonwealth of Kentucky.
Subsection:	835.07.02 Mast Arm Poles.
Revision:	Replace number 7) after the fourth paragraph with the following: 7) Fatigue calculations should be shown for all fatigue related connections. Provide the corresponding detail, stress category and example from table 11.9.3.1-1.
Subsection:	835.07.03 ANCHORS.
Revision:	Add the following to the end of the paragraph: There shall be two steel templates (one can be used for the headed part of the anchor bolt when designed in this manner) provided per pole. Templates shall be contained within a 26.5 inch diameter. All templates shall be fully galvanized (ASTM A 153).
Subsection:	835.16.05 Optical Units.
Revision:	Replace the 3rd paragraph with the following: The list of certified products can be found on the following website: http://www.intertek.com .
Subsection:	835.19.01 Pedestrian Detector Body.
Revision:	Replace the first sentence with the following: Provide a four holed pole mounted aluminum rectangular housing that is a compatible with the pedestrian detector.

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SPECIAL NOTE FOR DRY-LAID ROCK FENCES

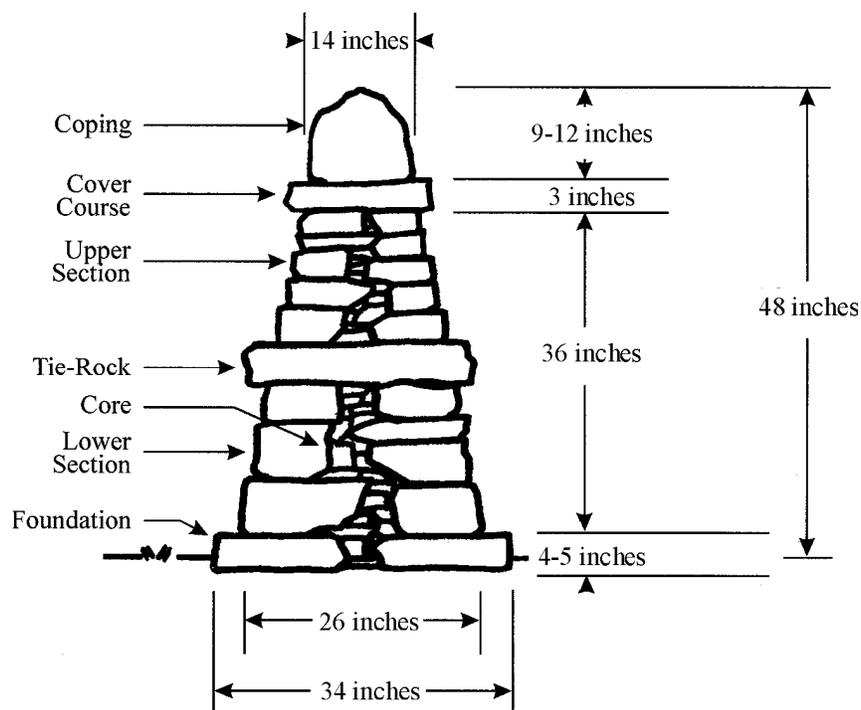
This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Preparation and construction of dry-laid rock fences.

2.0 MATERIALS. Move, store, and supply the rock at no expense to the Department. When relocating or repairing existing fences, use the original rock whenever possible. Dismantle existing fences manually or by methods that do not contaminate the rock with soil.

3.0 CONSTRUCTION. Lay out the fence line in advance to provide continuity in its appearance. Construct in close conformance to Figure 1. If the height of the fence differs from Figure 1, maintain a 1:6 batter.

Figure 1



3.1 Subgrade. Level and compact the subgrade. Remove all organic matter.

3.2 Foundation. Place foundation stones so their upper surfaces are level and lower surfaces are fully supported by the subgrade or through stone underpinning. Underpinning from the front is unacceptable. Assure that more than half of the width of each foundation stone extends under the lower course.

9T

3.3 Core. Use large stone when practical and continue with smaller stone until all gaps are filled. Interlock stones as much as possible.

3.4 Lower Course. Use the larger face stone on the lower course. Place so joints are overlapped. Point the long side of the stone in whenever possible. Fully support all face stones. Build one layer at a time, pack and level the core simultaneously. Level the lower course at 18 inches above the foundation for the tie rocks.

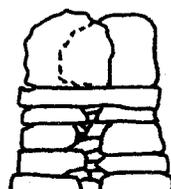
3.5 Tie Rocks. Place on 36-inches centers. Overlap lower course joints whenever possible. Use single stones that overhang the leveled lower course by 2 to 4 inches on both sides of the fence. Fully support all tie rocks.

3.6 Upper Coarse. Continue to place face stones around and over the tie rocks as on the lower course. Level the upper course at 3 feet above the foundation for the cover course.

3.7 Cover Course. Use single stones that overhang the leveled upper course by 2 to 3 inches. Fully support all cover stones.

3.8 Coping. Place a single cope on top of the cover course. Use stones that do not overhang the cover course. Angle the cope stones at 15 degrees sloping downhill. Keep the top surface of the cope at a leveled height between 9 and 12 inches. Drive in stone pins to level and lock in the cope. If requested by the landowner, the Engineer may require a double cope (figure 2). If a double cope is used, widen the fence from the foundation up to accommodate.

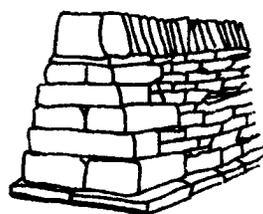
Figure 2



3.9 Pinning. Pin only when support is needed, not for appearance. Avoid using multiple pins, use one stone for one hole.

3.10 Wallheads. End fences with flush vertical wallheads using large stone for stability. Construct in close conformance to Figure 3.

Figure 3



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4.0 MEASUREMENT. The Department will measure the quantity of dry-laid rock fence in linear feet.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
20063EN9T	Dry-laid Rock Fence	Linear Feet

The Department will consider payment as full compensation for all work required in this provision.

June 15, 2012

SPECIAL NOTE FOR TURF REINFORCING MAT

1.0 DESCRIPTION. Install turf reinforcement mat at locations specified in the Contract or as the Engineer directs. Section references herein are to the Department's 2008 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Turf Reinforcement Mat (TRM). Use a Turf Reinforcement Mat defined as permanent rolled erosion control product composed of non-degradable synthetic fibers, filaments, nets, wire mesh and/or other elements, processed into a three-dimensional matrix of sufficient thickness and from the Department's List of Approved Materials. Mats must be 100% UV stabilized materials. For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting exclusively. Ensure product labels clearly show the manufacturer or supplier name, style name, and roll number. Ensure labeling, shipment and storage follows ASTM D-4873. The Department will require manufacturer to provide TRMs that are machine constructed web of mechanically or melt bonded nondegradable fibers entangled to form a three dimensional matrix. The Department will require all long term performance property values in table below to be based on non degradable portion of the matting alone. Approved methods include polymer welding, thermal or polymer fusion, or placement of fibers between two high strength biaxially oriented nets mechanically bound by parallel stitching with polyolefin thread. Ensure that mats designated in the plans as Type 4 mats, are not to be manufactured from discontinuous or loosely held together by stitching or glued netting or composites. Type 4 mats shall be composed of geosynthetic matrix that exhibits a very high interlock and reinforcement capacities with both soil and root systems and with high tensile modulus. The Department will require manufacturer to use materials chemically and biologically inert to the natural soil environments conditions. Ensure the blanket is smolder resistant without the use of chemical additives. When stored, maintain the protective wrapping and elevate the mats off the ground to protect them from damage. The Department will not specify these materials for use in heavily acidic coal seam areas or other areas with soil problems that would severally limit vegetation growth.

- A) Dimensions. Ensure TRMs are furnished in strips with a minimum width of 4 feet and length of 50 feet.
- B) Weight. Ensure that all mat types have a minimum mass per unit area of 7 ounces per square yard according to ASTM D 6566.
- C) Performance Testing: The Department will require AASHTO's NTPEP index testing. The Department will also require the manufacturer to perform internal MARV testing at a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory for tensile strength, tensile elongation, mass per unit area, and thickness once every 24,000 yds of production or whatever rate is required to ensure 97.7% confidence under ASTM D4439& 4354. The Department will require Full scale testing for slope and channel applications shear stress shall be done under ASTM D 6459, ASTM D 6460-07 procedures.

2.2 Classifications

The basis for selection of the type of mat required will be based on the long term shear stress level of the mat of the channel in question or the degree of slope to protect and will be designated in the contract. The Type 4 mats are to be used at structural backfills protecting critical

structures, utility cuts, areas where vehicles may be expected to traverse the mat, channels with large heavy drift, and where higher factors of safety, very steep slopes and/or durability concerns are needed as determined by project team and designer and will be specified in the plans by designer.

Turf Reinforcement Matting					
Properties ¹	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 ²
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 ³ (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft ² Channel applications	6.0 ⁴	8.0 ⁴	10.0 ⁴	12.0 ⁴	ASTM D6459 ASTM D6460-07

¹ For TRMs containing degradable components, all physical property values must be obtained on the non-degradable portion of the matting alone.

²Minimum Average Roll Values for tensile strength of sample material machine direction.

³Tensile Strength percentage retained after stated 1000 hr duration of exposure under ASTM D4355 testing. Based on nondegradable components exclusively.

⁴Maximum permissible shear design values based on short-term (0.5 hr) vegetated data obtained by full scale flume testing ASTM D6459, D6460-07. Based on nondegradable components exclusively. Testing will be done at Independent Hydraulics Facility such as Colorado State University hydraulics laboratory, Utah State University hydraulics laboratory, Texas Transportation Institute (TTI) hydraulics and erosion control laboratory.

2.3 Quality Assurance Sampling, Testing, and Acceptance

- A) Provide TRM listed on the Department’s List of Approved Materials. Prior to inclusion on the LAM, the manufacturer of TRM must meet the physical and performance criteria as outlined in the specification and submit a Letter Certifying compliance of the product under the above ASTM testing procedures and including a copy of report from Full Scale Independent Hydraulics Facility that Fully Vegetated Shear Stress meets shear stress requirements tested under D6459 and D6460-07.
- B) Contractors will provide a Letter of Certification from Manufacturer stating the product name, manufacturer, and that the product MARV product unit testing results meets Department criteria. Provide Letters once per project and for each product.
- C) Acceptance shall be in accordance with ASTM D-4759 based on testing performed by a Geosynthetic Accreditation Institute – Laboratory Accreditation Program (GAI-LAP) accredited laboratory using Procedure A of ASTM D-4354.

Current mats meeting the above criteria are shown on the Department’s List of Approved Materials.

2.4 Fasteners. When the mat manufacturer does not specify a specific fastener, use steel wire U-shaped staples with a minimum diameter of 0.09 inches (11 gauge), a minimum width of one inch and a minimum length of 12 inches. Use a heavier gauge when working in rocky or clay soils and longer lengths in sandy soils as directed by Engineer or Manufacturer’s Representative. Provide staples with colored tops when requested by the Engineer.

3.0 CONSTRUCTION. When requested by the Engineer, provide a Manufacturer’s Representative on-site to oversee and approve the initial installation of the mat. When requested by the Engineer, provide a letter from the Manufacturer approving the installation. When there is a conflict between the Department’s criteria and the Manufacturer’s criteria, construct using the more restrictive. The Engineer and Manufacturer’s Representative must approve all alternate installation methods prior to execution. Construct according to the Manufacturer’s recommendations and the following as minimum installation technique:

3.1 Site Preparation. Grade areas to be treated with matting and compact. Remove large rocks, soil clods, vegetation, roots, and other sharp objects that could keep the mat from intimate contact with subgrade. Prepare seedbed by loosening the top 2 to 3 inch of soil.

3.2 Installation. Install mats according to Standard Drawing Sepias “Turf Mat Channel Installation” and “Turf Mat Slope Installation.” Install mats at the specified elevation and alignment. Anchor the mats with staples with a minimum length of 12 inches. Use longer anchors for installations in sandy, loose, or wet soils as directed by the Engineer or Manufacturer’s Representative. The mat should be in direct contact with the soil surface.

4.0 MEASUREMENT. The Department will measure the quantity of Turf Reinforcement Mat by the square yard of surface covered. The Department will not measure preparation of the bed, providing a Manufacturer’s Representative, topsoil, or seeding for payment and will consider them incidental to the Turf Reinforcement Mat. The Department will not measure any reworking of slopes or channels for payment as it is considered corrective work and incidental to the Turf Reinforcement Mat. Seeding and protection will be an incidental item.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
23274EN11F	Turf Reinforcement Mat 1	Square Yard
23275EN11F	Turf Reinforcement Mat 2	Square Yard
23276EN11F	Turf Reinforcement Mat 3	Square Yard
23277EN11F	Turf Reinforcement Mat 4	Square Yard

April 18, 2009

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sign as specified in the Contract. Section references herein are to the Department’s 2012 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS. The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sign. A unique number will be assigned to each barcode label.

The Contractor shall contact the Operations and Pavement Management Branch in the Division of Maintenance at (502) 564-4556 to obtain the barcode labels.

3.0 CONSTRUCTION. Apply foil barcode label in the lower right quadrant of the sign back. Signs where the bottom edge is not parallel to the ground, the lowest corner of the sign shall serve as the location to place the barcode label. The barcode label shall be placed no less than one-inch and no more than three inches from any edge of the sign. The barcode must be placed so that the sign post does not cover the barcode label.

Barcodes shall be applied in an indoor setting with a minimum air temperature of 50°F or higher. Prior to application of the barcode label, the back of the sign must be clean and free of dust, oil, etc. If the sign is not clean, an alcohol swab shall be used to clean the area. The area must be allowed to dry prior to placement of the barcode label.

Data for each sign shall include the barcode number, MUTCD reference number, sheeting manufacturer, sheeting type, manufacture date, color of primary reflective surface, installation date, latitude and longitude using the North American Datum of 1983 (NAD83) or the State Plane Coordinates using an x and y ordinate of the installed location.

Data should be provided electronically on the TC 71-229 Sign Details Information and TC 71-230 Sign Assembly Information forms. The Contractor may choose to present the data in a different format provided that the information submitted to the Department is equivalent to the information required on the Department TC forms. The forms must be submitted in electronic format regardless of which type of form is used. The Department will not accept PDF or handwritten forms. These completed forms must be submitted to the Department prior to final inspection of the signs. The Department will not issue formal acceptance for the project until the TC 71-229 and TC-230 electronic forms are completed for all signs and sign assemblies on the project.

4.0 MEASUREMENT. The Department will measure all work required for the installation of the barcode label and all work associated with completion and submission of the sign inventory data (TC 71-229 and TC 71-230).

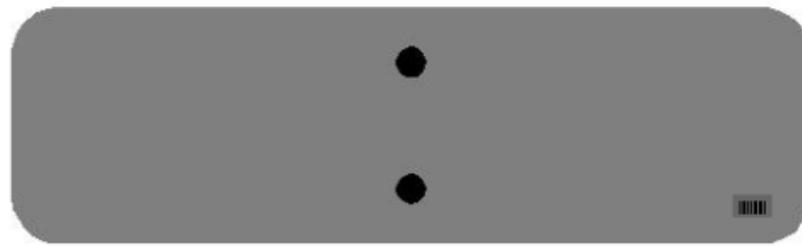
The installation of the permanent sign will be measured in accordance to Section 715.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

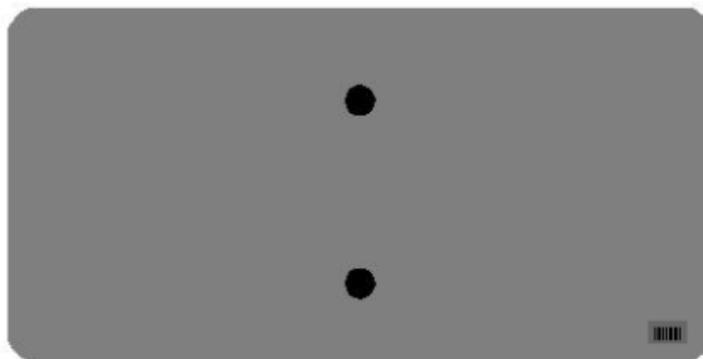
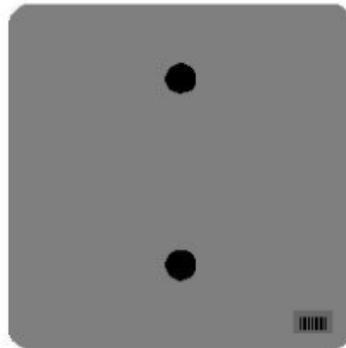
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24584EC	Barcode Sign Inventory	Each

The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment as full compensation for all work required under this special note.

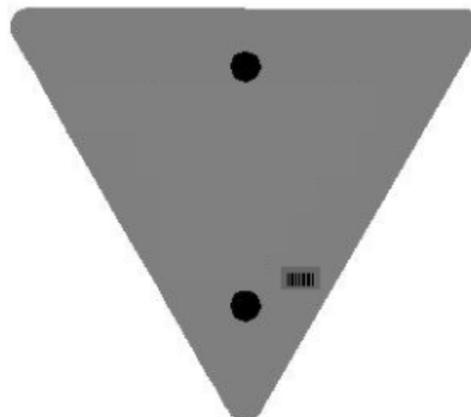
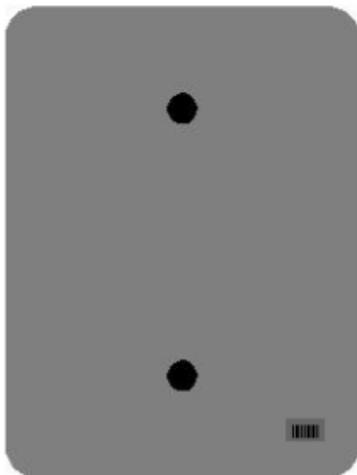
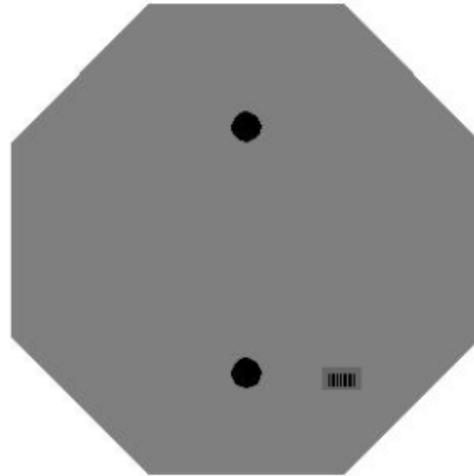
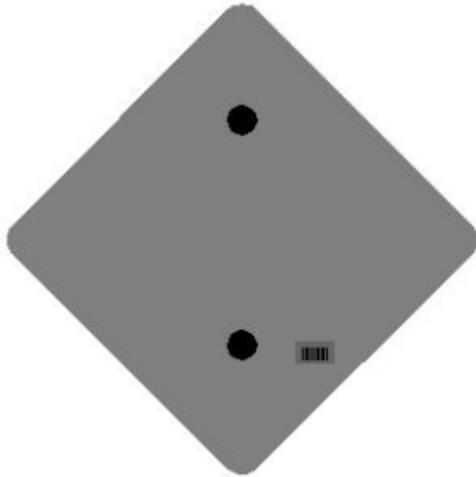
One Sign Post



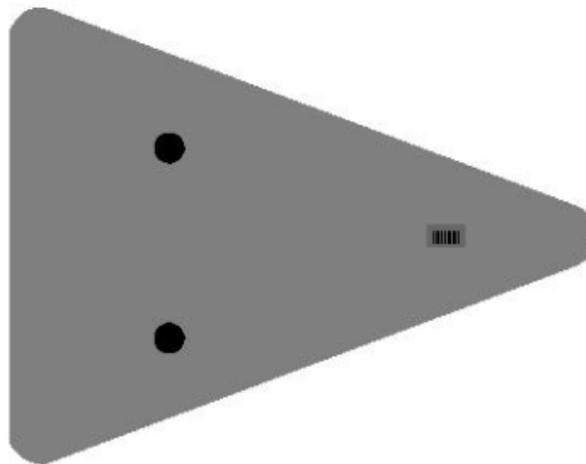
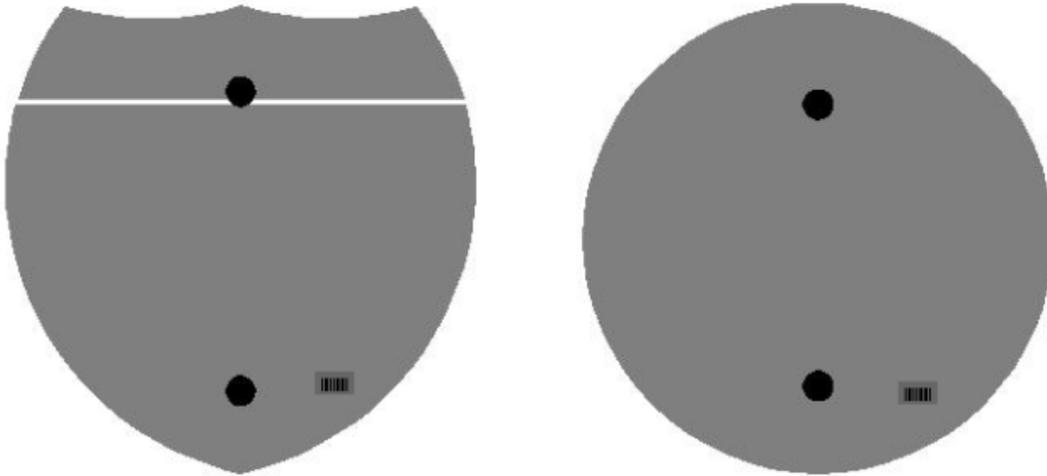
↑
2" Wide Post



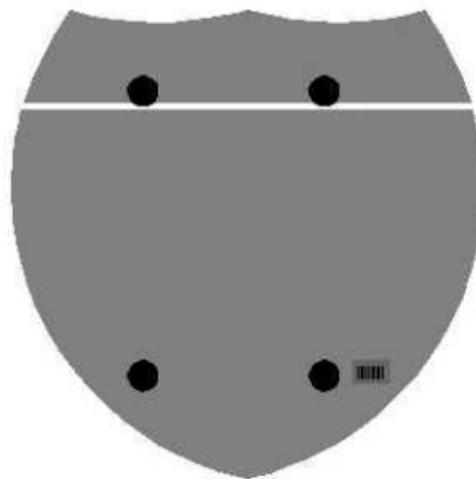
One Sign Post



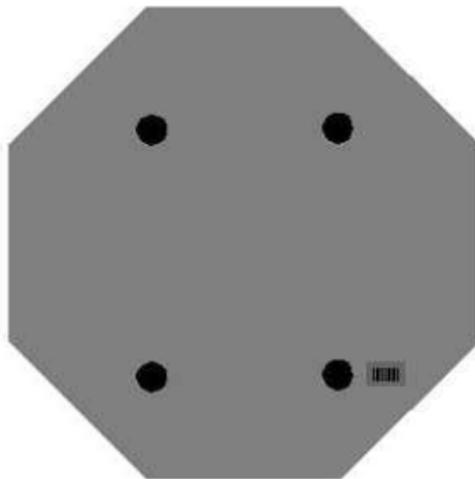
One Sign Post



Double Sign Post



Interstate
Shield

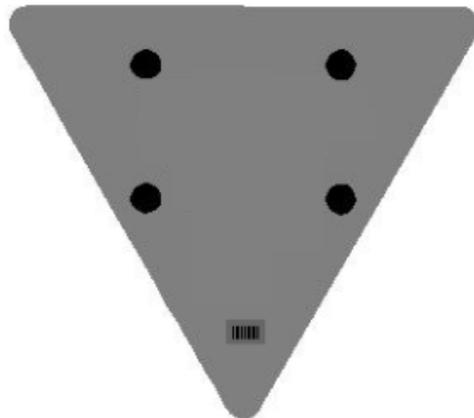


48" Stop

2 Post Signs



↑
2" Wide Post



SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

This Special Provision will apply when indicated on the plans or in the proposal. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

1.0 DESCRIPTION. Construct a soil, granular, or rock embankment with granular or cohesive pile core and place structure granular backfill, as the Plans require. Construct the embankment according to the requirements of this Special Provision, the Plans, Standard Drawing RGX 100 and 105, and the 2012 Standard Specifications.

2.0 MATERIALS.

2.1 Granular Embankment. Conform to Subsection 805.10. When Granular Embankment materials are erodible or unstable according to Subsection 805.03.04, use the Special Construction Methods found in 3.2 of the Special Provision.

2.2 Rock Embankment. Provide durable rock from roadway excavation that consists principally of Unweathered Limestone, Durable Shale (SDI equal to or greater than 95 according to KM 64-513), or Durable Sandstone.

2.3 Granular Pile Core. Select a gradation of durable rock to facilitate pile driving that conforms to Subsection 805.11. If granular pile core material hinders pile driving operations, take appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

2.4 Cohesive Pile Core. Conform to Section 206 of the Standard Specifications and use soil with at least 50 percent passing a No. 4 sieve having a minimum Plasticity Index (PI) of 10. In addition, keep the cohesive pile core free of boulders, larger than 6 inches in any dimension, or any other obstructions, which would interfere with drilling operations. If cohesive pile core material interferes with drilling operations, take appropriate means necessary to maintain excavation stability, at no expense to the Department.

2.5 Structure Granular Backfill. Conform to Subsection 805.11

2.6 Geotextile Fabric. Conform to Type I or Type IV in Section 214 and 843 as required in the plans.

3.0 CONSTRUCTION.

3.1 General. Construct roadway embankments at end bents according to Section 206 and in accordance with the Special Provision, the Plans, and Standard Drawings for the full embankment section. In some instances, granular or rock embankment will be required for embankment construction for stability purposes, but this special provision does not prevent the use of soil when appropriate. Refer to the plans for specific details regarding material requirements for embankment construction.

Place and compact granular or cohesive pile core, soil, granular or rock embankment, and structure granular backfill according to the applicable density requirements for the project. When constructing granular or rock embankments, use granular pile core for driven pile foundations and use cohesive pile core for pre-drilled pile or drilled shaft foundations. Place geotextile fabric, Type IV between cohesive pile core and structure

granular backfill and granular or rock embankment.

When granular or rock embankment is required for embankment construction, conform to the general requirements of Subsection 206.03.02 B). In addition, place the material in no greater than 2-foot lifts and compact with a vibrating smooth wheel roller capable of producing a minimum centrifugal force of 15 tons. Apply these requirements to the full width of the embankment for a distance of half the embankment height or 50 feet, whichever is greater, as shown on Standard Drawing RGX-105.

When using granular pile core, install 8-inch perforated underdrain pipe at or near the elevation of the original ground in the approximate locations depicted on the standard drawing, and as the Engineer directs, to ensure positive drainage of the embankment. Wrap the perforated pipe with a fabric of a type recommended by the pipe manufacturer.

After constructing the embankment, excavate for the end bent cap, drive piling or install shafts, place the mortar bed, construct the end bent, and complete the embankment to finish grade according to the construction sequence shown on the Plans or Standard Drawings and as specified hereinafter.

Certain projects may require widening of existing embankments and the removal of substructures. Construct embankment according to the plans. Substructure removal shall be completed according to the plans and Section 203. Excavation may be required at the existing embankment in order to place the structure granular backfill as shown in the Standard Drawings.

After piles are driven or shafts installed (see design drawings), slope the bottom of the excavation towards the ends of the trench as noted on the plans for drainage. Using a separate pour, place concrete mortar, or any class concrete, to provide a base for forming and placing the cap. Place side forms for the end bent after the mortar has set sufficiently to support workmen and forms without being disturbed.

Install 4-inch perforated pipe in accordance with the plans and Standard Drawings. In the event slope protection extends above the elevation of the perforated pipe, extend the pipe through the slope protection.

After placing the end bent cap and removing adjacent forms, fill the excavation with structure granular backfill material to the level of the berm prior to placing beams for the bridge. For soil embankments, place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end wall, place the structure granular backfill to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of structure granular backfill prior to placing aggregate base course.

Tamp the backfill with hand tampers, pneumatic tampers, or other means the Engineer approves. Thoroughly compact the backfill under the overhanging portions of the structure to ensure that the backfill is in intimate contact with the sides of the structure.

Do not apply seeding, sodding, or other vegetation to the exposed granular embankment.

3.2 Special Construction Methods. Erodible or unstable materials may erode even when protected by riprap or channel lining; use the special construction method described below when using these materials.

Use fine aggregates or friable sandstone granular embankment at "dry land" structures only. Do not use them at stream crossings or locations subject to flood waters.

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of the slope over the entire area of the embankment slopes on each side of, and in front of, the

end bent. Cover the fabric with at least 12 inches of non-erodible material.

For erodible or unstable materials having less than 50 percent passing a No. 4 sieve, cover with at least 12 inches of non-erodible material.

Where erodible or unstable granular embankment will be protected by riprap or channel lining, place geotextile fabric between the embankment and the specified slope protection.

4.0 MEASUREMENT.

4.1 Granular Embankment. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment any Granular Embankment that is not called for in the plans.

The Department will not measure for payment any special construction caused by using erodible or unstable materials and will consider it incidental to the Granular Embankment regardless of whether the erodible or unstable material was specified or permitted.

4.2 Rock Embankment. The Department will not measure for payment any rock embankment and will consider it incidental to roadway excavation or embankment in place, as applicable. Rock embankments will be constructed using granular embankment on projects where there is no available rock present within the excavation limits of the project.

4.3 Granular Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure for payment furnishing and placing 8-inch perforated underdrain pipe and will consider it incidental to the Granular pile core. The Department will not measure for payment any granular pile core that is necessary because the contractor elects to use granular or rock embankment when it is not specified in the plans.

4.4 Cohesive Pile Core. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204.

4.5 Structure Granular Backfill. The Department will measure the quantity in cubic yards using the plan quantity, increased or decreased by authorized adjustments as specified in Section 204. The Department will not measure any additional material required for backfill outside the limits shown on the Plans and Standard Drawings for payment and will consider it incidental to the work.

The Department will not measure structure excavation at the end bent or an existing embankment for payment and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the 4-inch perforated underdrain pipe and will consider it incidental to the Structure Granular Backfill.

4.6 Geotextile Fabric. The Department will measure the quantities as specified in Section 214. The Department will not measure the quantity of fabric used for separating granular or rock embankment and cohesive pile core and will consider it incidental to cohesive pile core.

4.7 End Bent. The Department will measure the quantities according to the

Contract. The Department will not measure furnishing and placing the 2-inch mortar or concrete bed for payment and will consider it incidental to the end bent construction.

5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02223	Granular Embankment	Cubic Yards
20209EP69	Granular Pile Core	Cubic Yards
20210EP69	Cohesive Pile Core	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards
02596, 02599	Geotextile Fabric, Type	See Section 214

The Department will consider payment as full compensation for all work required in this provision.

June 15, 2012

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

provide apprenticeship or other training.

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

REVISED: 12-3-92

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (6) provides:

No present or former public servant shall, within six (6) months of following termination of his office or employment, accept employment, compensation or other economic benefit from any person or business that contracts or does business with the state in matters in which he was directly involved during his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved in state government. This subsection shall not prohibit the performance of ministerial functions, including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

KRS 11A.040 (8) states:

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS
TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs

registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

General Decision Number: KY130103 01/04/2013 KY103

Superseded General Decision Number: KY20120128

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

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

Modification Number	Publication Date
0	01/04/2013

* SUKY2010-164 07/12/2010

	Rates	Fringes
BRICKLAYER.....	\$ 22.90	8.50
CARPENTER		
Carpenter.....	\$ 21.40	8.50
Piledriverman.....	\$ 21.05	8.50
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	8.50
ELECTRICIAN.....	\$ 29.36	10.55
When required to work from bosum chairs on bridges where subject to direct fall, except when using JLG's and bucket trucks up to 75 feet: Add 25% to base rate for 50 to 75 feet, and 50% over 75 feet.		
IRONWORKER.....	\$ 24.99	18.22
LABORER		
(01) General Laborer, Flagman, Steam Jenny.....	\$ 19.45	8.50
(02) Batch Truck Dumper, Deck Hand or Scow Man, Hand Blade Operator.....	\$ 19.70	8.50
(03) Power Driven Tool Operator: Wagon Drill, Chain Saw, Sand Blaster, Concrete Chipper, Pavement Breaker, Vibrator, Power Wheelbarrow, Power Buggy, Sewer Pipe Layer, Bottom		

Men, Dry Cement Handler, Concrete Rubber, Mason Tender.....	\$ 19.80	8.50
(04) Asphalt Lute and Rakerman, Side Rail Setter..	\$ 19.85	8.50
(05) Gunnite Nozzxleman, Gunnite Operator.....	\$ 19.95	8.50
(06) Tunnel Laborer (Free Air).....	\$ 20.00	8.50
(07) Tunnel Mucker (Free Air).....	\$ 20.05	8.50
(08) Tunnel Miner, Blaster and Driller (free Air).....	\$ 20.40	8.50
(09) Caisson Worker.....	\$ 20.95	8.50
(10) Powderman.....	\$ 21.05	8.50
(11) Drill Operator of Percussion Type Drills powered and propelled by an independent air supply...	\$ 22.25	8.50
 PAINTER		
All Excluding Bridges.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07
PLUMBER.....	\$ 22.52	7.80
 POWER EQUIPMENT OPERATOR:		
GROUP 1.....	\$ 24.10	8.50
GROUP 2.....	\$ 21.20	8.50
GROUP 3.....	\$ 21.40	8.50
GROUP 4.....	\$ 20.79	8.50

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching machine, Dragline, Dredge Engineer, Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or carry-all scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver Operator, Power Blade, Roller (Bituminous), Roller (earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, m Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (under 212 cu ft), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy

Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.40 7.80

TRUCK DRIVER

- (01) Truck Tender and Warehouseman.....\$ 19.70 8.50
- (02) Driver, Winch Truck and A-Frame when used in Transporting Materials.....\$ 19.80 8.50
- (03) Driver (Semi-trailer or Pole Trailer), Driver (Dump Truck, Tandem Axle), Driver of Distributor.....\$ 19.90 8.50
- (04) Driver on Mixer Trucks (all types).....\$ 19.95 8.50
- (05) Truck Mechanic.....\$ 20.00 8.50
- (06) Driver (3 tons and under), Tire Changer, Truck Mechanic Tender.....\$ 20.03 8.50
- (07) Driver on Pavement Breakers.....\$ 20.05 8.50
- (08) Driver (over 3 tons), Driver (Truck Mounted Rotary Drill).....\$ 20.24 8.50
- (09) Driver, Euclid and other Heavy Earth Moving Equipment.....\$ 20.81 8.50
- (10) Greaser on greasing facilities.....\$ 20.90 8.50

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted

because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
HIGHWAY CONSTRUCTION LOCALITY NO. II

Determination No. CR-13-II-HWY

Project No.
Highway

Date of Determination: April 15, 2013

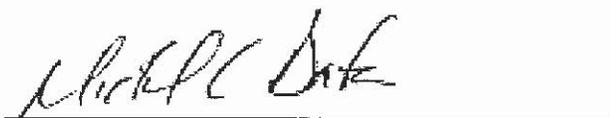
This schedule of the prevailing rate of wages for Locality No. II including the counties of ADAIR, BARREN, BELL, BREATHITT, CASEY, CLAY, CLINTON, CUMBERLAND, ESTILL, FLOYD, GARRARD, GREEN, HARLAN, HART, JACKSON, JOHNSON, KNOTT, KNOX, LAUREL, LAWRENCE, LEE, LESLIE, LETCHER, LINCOLN, MCCREARY, MAGOFFIN, MARTIN, MENIFEE, METCALFE, MONROE, MORGAN, OWSLEY, PERRY, PIKE, POWELL, PULASKI, ROCKCASTLE, RUSSELL, TAYLOR, WAYNE, WHITLEY, and WOLFE has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR-13-II-HWY.

The following schedule of rates is to be used for highway construction projects advertised or awarded by the Kentucky Transportation Cabinet. This includes any contracts for the relocation of any utilities or other incidental construction projects advertised or awarded by public authorities as a result of the highway construction project.

Apprentices or trainees shall be permitted to work in accordance with Administrative Regulations adopted by the Commissioner of the Department of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) hours per day, or in excess of forty (40) hours per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one calendar day, but not more than ten (10) hours worked in any one calendar day, if such written agreement is prior to the over eight (8) hours in a calendar day actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.



Michael Donta, Deputy Commissioner
Department of Workplace Standards

CLASSIFICATIONS	RATE AND FRINGE BENEFITS	
BOILERMAKERS:	BASE RATE	\$24.65
	FRINGE BENEFIT	12.94
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BRICKLAYERS:		
Bricklayers:	BASE RATE	\$22.90
	FRINGE BENEFITS	8.50
Stone Mason:	BASE RATE	\$21.50
	FRINGE BENEFITS	8.50
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CARPENTERS:		
Carpenters:	BASE RATE	\$24.15
	FRINGE BENEFITS	13.50
Piledrivers:	BASE RATE	\$23.80
	FRINGE BENEFITS	13.50
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CEMENT MASONS:	BASE RATE	\$21.25
	FRINGE BENEFITS	8.50
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ELECTRICIANS:	*BASE RATE	\$29.36
	FRINGE BENEFITS	10.55
<p>*When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to a direct fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.</p>		
LINEMAN:	*BASE RATE	\$30.09
	FRINGE BENEFITS	10.94
EQUIPMENT OPERATOR:	*BASE RATE	\$26.90
	FRINGE BENEFITS	10.31
GROUNDSMAN:	*BASE RATE	\$17.79
	FRINGE BENEFITS	8.51
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IRONWORKERS:	BASE RATE	\$ 26.34
	FRINGE BENEFITS	18.84

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

LABORERS:

GROUP 1: Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers; batch truck dumpers; carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste – Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signalmen, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, wrecking of concrete forms, general cleanup:

HEAVY & HIGHWAY	BASE RATE	\$21.15
	FRINGE BENEFITS	11.41

GROUP 2: Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers – nuclear, radiation, toxic and hazardous waste – Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers – laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy and wheel barrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.40
	FRINGE BENEFITS	11.41

GROUP 3: Air track driller (all types), asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, powderman and blaster, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.45
	FRINGE BENEFITS	11.41

GROUP 4: Caisson workers (free air), cement finishers, environmental laborer – nuclear, radiation, toxic and hazardous waste – Level A and B, miners and drillers (free air), tunnel blasters, and tunnel mockers (free air), directional and horizontal boring, air track drillers (all types), powder man and blasters, troxler and concrete tester if laborer is utilized:

HEAVY & HIGHWAY	BASE RATE	\$22.05
	FRINGE BENEFITS	11.41

OPERATING ENGINEERS:

Group A-1:

NCCCO or OECF Certified; Crane, dragline, hoist (1 drum when used for stack or chimney construction or repair), hoisting engineer (2 or more drums), orangepeel, overhead crane, piledriver, truck crane, tower crane, hydraulic crane:

BASE RATE	\$28.40
FRINGE BENEFITS	13.40

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

Group A:

Auto patrol, batcher plant, bituminous paver, cable-way, clamshell, concrete mixer (21 cu. ft. or over), concrete pump, crane, crusher plant, derrick, derrick boat, ditching and trenching machine, dragline, dredge engineer, elevator (regardless of ownership when used for hoisting any building material), elevating grader and all types of loaders, hoe-type machine, hoisting engine, locomotive, LeTourneau or carry-all scoop, bulldozer, mechanic, orangepeel bucket, piledriver, power blade, roller (bituminous), roller (earth), roller (rock), scarifier, shovel, tractor shovel, truck crane, well points, winch truck, push dozer, grout pump, high lift, fork lift (regardless of lift height), all types of boom cats, multiple operator, core drill, tow or push boat, A-Frame winch truck, concrete paver, gradeall, hoist, hyster, material pump, pumpcrete, ross carrier, sheepfoot, sideboom, throttle-valve man, rotary drill, power generator, mucking machine, rock spreader attached to equipment, scoopmobile, KeCal loader, tower cranes (French, German and other types), hydrocrane, tugger, backfiller guries, self-propelled compactor, self-contained hydraulic percussion drill:

BASE RATE \$27.35
FRINGE BENEFITS 13.40

Group B:

All air compressors (200 cu. ft. per min. or greater capacity), bituminous mixer, concrete mixer (under 21 cu. ft.), welding machine, form grader, tractor (50 H.P. and over), bull float, finish machine, outboard motor boat, brakeman, mechanic helper, whirly oiler, tractair and road widening trencher, articulating trucks:

BASE RATE \$24.87
FRINGE BENEFITS 13.40

Group B2:

Greaser on grease facilities servicing heavy equipment:

BASE RATE \$25.26
FRINGE BENEFITS 13.40

Group C:

Bituminous distributor, cement gun, conveyor, mud jack, paving joint machine, pump, tamping machine, tractors (under 50 H.P.), vibrator, oiler, air compressors (under 200 cu. ft. per min. capacity), concrete saw, burlap and curing machine, hydro seeder, power form handling equipment, deckhand oiler, hydraulic post driver:

BASE RATE \$24.60
FRINGE BENEFITS 13.40

PAINTERS:

All Excluding Bridges:

BASE RATE \$19.92
FRINGE BENEFITS 9.57

Bridges:

BASE RATE \$23.92
FRINGE BENEFITS 10.07

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
PLUMBERS:	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80
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SHEET METAL:	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80
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TRUCK DRIVERS:		
Truck helper and warehouseman:	BASE RATE	\$22.45
	FRINGE BENEFITS	13.50
Driver, winch truck and A-Frame when used in transporting materials:	BASE RATE	\$22.55
	FRINGE BENEFITS	13.50
Driver, (semi-trailer or pole trailer), driver (dump truck, tandem axle), driver of distributor:	BASE RATE	\$22.65
	FRINGE BENEFITS	13.50
Driver on mixer trucks (all types):	BASE RATE	\$22.70
	FRINGE BENEFITS	13.50
Truck mechanic:	BASE RATE	\$22.75
	FRINGE BENEFITS	13.50
Driver (3 tons and under), tire changer and truck mechanic helper:	BASE RATE	\$22.78
	FRINGE BENEFITS	13.50
Driver on pavement breakers:	BASE RATE	\$22.80
	FRINGE BENEFITS	13.50
Driver (over 3 tons), driver (truck mounted rotary drill):	BASE RATE	\$22.99
	FRINGE BENEFITS	13.50
Driver, Euclid and other heavy earth moving equipment and Low Boy:	BASE RATE	\$23.56
	FRINGE BENEFITS	13.50
Greaser on greasing facilities:	BASE RATE	\$23.65
	FRINGE BENEFITS	13.50

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-13-II- HWY dated April 15, 2013.

NOTE: Both Kentucky Determination No. CR-13-II-HWY and Federal Decision No. KY130103 apply to this project. Both sets of wage rates are included. If there is a difference in the two wages for the same classification, the Contractor is required to pay the higher of the two listed wages.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Acting Director
Division of Construction Procurement
Frankfort, Kentucky 40622

General Decision Number: KY130100 08/30/2013 KY100

Superseded General Decision Number: KY20120125

State: Kentucky

Construction Type: Highway

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

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

Modification Number	Publication Date
0	01/04/2013
1	01/11/2013
2	02/22/2013
3	04/26/2013
4	05/31/2013
5	06/07/2013
6	06/14/2013
7	06/21/2013
8	06/28/2013
9	07/05/2013
10	07/19/2013
11	08/30/2013

BRIN0004-003 06/01/2011

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	10.07

* BRKY0001-005 06/01/2013

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.82	10.71

BRKY0002-006 06/01/2011

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

	Rates	Fringes
BRICKLAYER.....	\$ 26.57	10.26

BRKY0007-004 06/01/2011		

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

	Rates	Fringes
BRICKLAYER.....	\$ 28.29	16.80

BRKY0017-004 06/01/2009		

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

	Rates	Fringes
BRICKLAYER.....	\$ 24.11	9.97

CARP0064-001 04/01/2013		

	Rates	Fringes
CARPENTER.....	\$ 26.90	14.46
Diver.....	\$ 40.73	14.46
PILEDRIVERMAN.....	\$ 27.15	14.46

ELEC0212-008 06/03/2013		

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 26.35	16.09

ELEC0212-014 06/27/2011		

BRACKEN, GALLATIN & GRANT COUNTIES:

	Rates	Fringes
Sound & Communication Technician.....	\$ 21.55	8.46

ELEC0317-012 05/30/2012		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
Electricians:		
Cable Splicer.....	\$ 32.68	18.13
Electrician.....	\$ 32.22	20.09

ELEC0369-007 05/29/2013		

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

	Rates	Fringes
ELECTRICIAN.....	\$ 29.48	14.37

ELEC0575-002 12/31/2012		

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 31.20	13.55

ENGI0181-018 07/01/2013		

	Rates	Fringes
Operating Engineer:		
GROUP 1.....	\$ 28.00	13.90
GROUP 2.....	\$ 25.45	13.90
GROUP 3.....	\$ 25.85	13.90
GROUP 4.....	\$ 25.17	13.90

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;
 Batcher Plant; Bituminous Paver; Bituminous Transfer
 Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All
 Scoop; Carry Deck Crane; Central Compressor Plant; Cherry
 Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over);
 Concrete Paver; Truck-Mounted Concrete Pump; Core Drill;
 Crane; Crusher Plant; Derrick; Derrick Boat; Ditching &
 Trenching Machine; Dragline; Dredge Operator; Dredge
 Engineer; Elevating Grader & Loaders; Grade-All; Gurries;
 Heavy Equipment Robotics Operator/Mechanic; High Lift;
 Hoe-Type Machine; Hoist (Two or More Drums); Hoisting
 Engine (Two or More Drums); Horizontal Directional Drill
 Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau;
 Locomotive; Mechanic; Mechanically Operated Laser Screed;
 Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel
 Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete;
 Push Dozer; Rock Spreader, attached to equipment; Rotary
 Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier;
 Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;
 Telescoping Type Forklift; Tow or Push Boat; Tower Crane
 (French, German & other types); Tractor Shovel; Truck
 Crane; Tunnel Mining Machines, including Moles, Shields or
 similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
 Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
 Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
 Electric Vibrator; Compactor/Self-Propelled Compactor;

Elevator (One Drum or Buck Hoist); Elevator (When used to Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

IRON0044-009 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON,
BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan);
CARROLL (Eastern third, including the Township of Ghent);
FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford);
MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington);
NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills);
OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley);
SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

Rates Fringes

IRONWORKER

Fence Erector.....	\$ 22.50	18.40
Structural.....	\$ 24.80	18.40

 IRON0070-006 06/01/2013

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

	Rates	Fringes
IRONWORKER.....	\$ 26.47	19.30

 IRON0372-006 06/01/2013

BRACKEN, GALLATIN, GRANT, HARRISON and ROBERTSON
 BOURBON (Northern third, including Townships of Jackson,
 Millersburg, Ruddel Mills & Shawhan);
 CARROLL (Eastern third, including the Township of Ghent);
 FLEMING (Western part, Excluding Townships of Beechburg, Colfax,
 Elizaville, Flemingsburg, Flemingsburg Junction, Foxport,
 Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills,
 Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar
 Plains,
 Ringos Mills, Tilton & Wallingford);
 MASON (Western two-thirds, including Townships of Dover,
 Lewisburg, Mays Lick, Maysville, Minerva, Moranburg,
 Murphysville, Ripley, Sardis, Shannon, South Ripley &
 Washington);
 NICHOLAS (Townships of Barefoot, Barterville, Carlisle,
 Ellisville, Headquarters, Henryville, Morningglory, Myers &
 Oakland Mills);
 OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,
 Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New
 Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita &
 Wheatley);
 SCOTT (Northern two-thirds, including Townships of Biddle,
 Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers
 Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.47	19.30

IRON0769-007 12/01/2012

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

	Rates	Fringes
IRONWORKER.....	\$ 32.54	20.18

LABO0189-003 07/01/2013

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.35	11.61
GROUP 2.....	\$ 21.60	11.61
GROUP 3.....	\$ 21.65	11.61
GROUP 4.....	\$ 22.25	11.61

LABORERS CLASSIFICATIONS

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

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

Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

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

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

LABO0189-008 07/01/2013

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

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 22.01	10.95
GROUP 2.....	\$ 22.26	10.95
GROUP 3.....	\$ 22.31	10.95
GROUP 4.....	\$ 22.91	10.95

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2013

BRECKINRIDGE & GRAYSON COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 21.96	11.00
GROUP 2.....	\$ 22.21	11.00
GROUP 3.....	\$ 22.26	11.00
GROUP 4.....	\$ 22.86	11.00

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;
 & Tunnel Mucker (Free Air); Directional & Horizontal
 Boring; Air Track Drillers (All Types); Powdermen &
 Blasters; Troxler & Concrete Tester if Laborer is Utilized

 PAIN0012-005 06/11/2005

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

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

 PAIN0012-017 05/01/2013

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway Bridges - Guardrails - Lightpoles - Striping)		
Bridge Equipment Tender and Containment Builder.....	\$ 20.73	8.36
Brush & Roller.....	\$ 23.39	8.36
Elevated Tanks; Steeplejack Work; Bridge & Lead Abatement.....		
	\$ 24.39	8.36
Sandblasting & Water Blasting.....		
	\$ 24.14	8.36
Spray.....	\$ 23.89	8.36

 PAIN0118-004 05/01/2010

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

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 18.50	10.30
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....		
	\$ 19.50	10.30

PAIN1072-003 12/01/2012

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

Rates Fringes

Painters:

Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations.....	\$ 30.18	14.65
Power Generating Facilities.	\$ 26.94	14.65

PLUM0248-003 06/01/2013

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

Rates Fringes

Plumber and Steamfitter.....	\$ 33.00	17.93
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PLUM0392-007 06/01/2013

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

Rates Fringes

Plumbers and Pipefitters.....	\$ 29.60	17.09
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PLUM0502-003 08/01/2012

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

Rates Fringes

PLUMBER.....	\$ 32.00	16.17
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SUKY2010-160 10/08/2001

Rates Fringes

Truck drivers:

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment;

Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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

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

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

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

These rates are listed pursuant to the Kentucky Determination No. CR-13-III- HWY dated April 15, 2013.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Ryan Griffith, Acting Director
Division of Construction Procurement
Frankfort, Kentucky 40622

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
7.0%	6.9%

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

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

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

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

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

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

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

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

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

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

PROPOSAL BID ITEMS

131204

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Report Date 9/6/13

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	53,574.00	TON		\$	
0020	00020		TRAFFIC BOUND BASE	1,253.00	TON		\$	
0030	00100		ASPHALT SEAL AGGREGATE	504.00	TON		\$	
0040	00103		ASPHALT SEAL COAT	60.00	TON		\$	
0050	00212		CL2 ASPH BASE 1.00D PG64-22	41,431.00	TON		\$	
0060	00221		CL2 ASPH BASE 0.75D PG64-22	3,171.00	TON		\$	
0070	00301		CL2 ASPH SURF 0.38D PG64-22	8,862.00	TON		\$	
0080	02101		CEM CONC ENT PAVEMENT-8 IN	506.00	SQYD		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0090	00078		CRUSHED AGGREGATE SIZE NO 2	25.00	TON		\$	
0100	01310		REMOVE PIPE	128.00	LF		\$	
0110	01691		FLUME INLET TYPE 2	2.00	EACH		\$	
0120	01891		ISLAND HEADER CURB TYPE 2	200.00	LF		\$	
0130	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	163.00	EACH		\$	
0140	01990		DELINEATOR FOR BARRIER WALL-B/W	32.00	EACH		\$	
0150	02091		REMOVE PAVEMENT	6,097.00	SQYD		\$	
0160	02159		TEMP DITCH	24,350.00	LF		\$	
0170	02160		CLEAN TEMP DITCH	73,050.00	LF		\$	
0180	02200		ROADWAY EXCAVATION	692,466.00	CUYD		\$	
0190	02242		WATER	10.10	MGAL		\$	
0200	02273		FENCE-4 FT CHAIN LINK	282.00	LF		\$	
0210	02351		GUARDRAIL-STEEL W BEAM-S FACE	7,518.75	LF		\$	
0220	02360		GUARDRAIL TERMINAL SECTION NO 1	12.00	EACH		\$	
0230	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	8.00	EACH		\$	
0240	02391		GUARDRAIL END TREATMENT TYPE 4A	36.00	EACH		\$	
0250	02397		TEMP GUARDRAIL	5,150.00	LF		\$	
0260	02429		RIGHT-OF-WAY MONUMENT TYPE 1	172.00	EACH		\$	
0270	02432		WITNESS POST	6.00	EACH		\$	
0280	02482		CHANNEL LINING CLASS IA	178.00	TON		\$	
0290	02483		CHANNEL LINING CLASS II	1,841.00	TON		\$	
0300	02488		CHANNEL LINING CLASS IV	11,488.00	CUYD		\$	
0310	02545		CLEARING AND GRUBBINGGARRARD COUNTY APPROXIMATELY 85 ACRES	1.00	LS		\$	
0320	02545		CLEARING AND GRUBBINGMADISON CO APPROXIMATELY 35 ACRES	1.00	LS		\$	
0330	02562		TEMPORARY SIGNS	545.00	SQFT		\$	
0340	02585		EDGE KEY	237.00	LF		\$	
0350	02600		FABRIC GEOTEXTILE TY IV FOR PIPE	15,364.00	SQYD	\$2.00	\$	\$30,728.00
0360	02610		RETAINING WALL-GABIONFOR GABION DITCH	238.00	CUYD		\$	
0370	02650		MAINTAIN & CONTROL TRAFFICGARRARD COUNTY	1.00	LS		\$	

PROPOSAL BID ITEMS

131204

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Report Date 9/6/13

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0380	02650		MAINTAIN & CONTROL TRAFFICMADISON CO	1.00	LS		\$	
0390	02651		DIVERSIONS (BY-PASS DETOURS)GARRARD COUNTY	1.00	LS		\$	
0400	02651		DIVERSIONS (BY-PASS DETOURS)MADISON COUNTY	1.00	LS		\$	
0410	02690		SAFELOADING	1.50	CUYD		\$	
0420	02701		TEMP SILT FENCE	24,350.00	LF		\$	
0430	02703		SILT TRAP TYPE A	119.00	EACH		\$	
0440	02704		SILT TRAP TYPE B	119.00	EACH		\$	
0450	02705		SILT TRAP TYPE C	119.00	EACH		\$	
0460	02706		CLEAN SILT TRAP TYPE A	357.00	EACH		\$	
0470	02707		CLEAN SILT TRAP TYPE B	357.00	EACH		\$	
0480	02708		CLEAN SILT TRAP TYPE C	357.00	EACH		\$	
0490	02709		CLEAN TEMP SILT FENCE	73,050.00	LF		\$	
0500	02711		SEDIMENTATION BASIN	2,600.00	CUYD		\$	
0510	02712		CLEAN SEDIMENTATION BASIN	7,800.00	CUYD		\$	
0520	02726		STAKINGGARRARD COUNTY	1.00	LS		\$	
0530	02726		STAKINGMADISON CO	1.00	LS		\$	
0540	03171		CONCRETE BARRIER WALL TYPE 9T	2,400.00	LF		\$	
0550	05950		EROSION CONTROL BLANKET	12,028.00	SQYD		\$	
0560	05952		TEMP MULCH	580,780.00	SQYD		\$	
0570	05953		TEMP SEEDING AND PROTECTION	58,078.00	SQYD		\$	
0580	05966		TOPDRESSING FERTILIZER	41.50	TON		\$	
0590	05985		SEEDING AND PROTECTION	580,780.00	SQYD		\$	
0600	05989		SPECIAL SEEDING CROWN VETCH	161,792.00	SQYD		\$	
0610	06510		PAVE STRIPING-TEMP PAINT-4 IN	89,735.00	LF		\$	
0620	06514		PAVE STRIPING-PERM PAINT-4 IN	114,209.00	LF		\$	
0630	06568		PAVE MARKING-THERMO STOP BAR-24IN	60.00	LF		\$	
0640	06570		PAVE MARKING-PAINT CROSS-HATCH	2,907.00	SQFT		\$	
0650	06573		PAVE MARKING-THERMO STR ARROW	8.00	EACH		\$	
0660	06574		PAVE MARKING-THERMO CURV ARROW	6.00	EACH		\$	
0670	08903		CRASH CUSHION TY VI CLASS BT TL3	10.00	EACH		\$	
0680	10020NS		FUEL ADJUSTMENT	330,397.00	DOLL	\$1.00	\$	\$330,397.00
0690	10030NS		ASPHALT ADJUSTMENT	160,628.00	DOLL	\$1.00	\$	\$160,628.00
0700	20063EN9T		DRY-LAID ROCK FENCE	135.00	LF		\$	
0710	20209EP69		GRANULAR PILE CORE	1,038.00	CUYD		\$	
0720	20430ED		SAW CUT	1,440.00	LF		\$	
0730	20458ES403		CENTERLINE RUMBLE STRIPS	22,940.00	LF		\$	
0740	20536NS724		WILLOW OAK	4.00	EACH		\$	
0750	20566NS724		FLOWERING DOGWOOD	6.00	EACH		\$	
0760	23274EN11F		TURF REINFORCEMENT MAT 1	1,625.00	SQYD		\$	
0770	23624EC		REMOVE AND RESET CRASH CUSHION	4.00	EACH		\$	
0780	24393ES724		AMERICAN HOLLY	3.00	EACH		\$	
0790	24423EC		TEMPORARY SHORINGGARRARD COUNTY	1.00	LS		\$	
0800	24540		R/W MONUMENT TYPE 3	29.00	EACH		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
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PROPOSAL BID ITEMS

131204

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Report Date 9/6/13

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0810	00440		ENTRANCE PIPE-15 IN	1,576.00	LF		\$	
0820	00441		ENTRANCE PIPE-18 IN	511.00	LF		\$	
0830	00443		ENTRANCE PIPE-24 IN	170.00	LF		\$	
0840	00445		ENTRANCE PIPE-30 IN	60.00	LF		\$	
0850	00462		CULVERT PIPE-18 IN	738.00	LF		\$	
0860	00464		CULVERT PIPE-24 IN	742.00	LF		\$	
0870	00466		CULVERT PIPE-30 IN	1,133.00	LF		\$	
0880	00468		CULVERT PIPE-36 IN	413.00	LF		\$	
0890	00469		CULVERT PIPE-42 IN	459.00	LF		\$	
0900	00470		CULVERT PIPE-48 IN	79.00	LF		\$	
0910	00498		CULVERT PIPE-42 IN EQUIV	159.00	LF		\$	
0920	00521		STORM SEWER PIPE-15 IN	34.00	LF		\$	
0930	00524		STORM SEWER PIPE-24 IN	34.00	LF		\$	
0940	01000		PERFORATED PIPE-4 IN	1,972.00	LF		\$	
0950	01010		NON-PERFORATED PIPE-4 IN	4,776.00	LF		\$	
0960	01020		PERF PIPE HEADWALL TY 1-4 IN	6.00	EACH		\$	
0970	01024		PERF PIPE HEADWALL TY 2-4 IN	16.00	EACH		\$	
0980	01028		PERF PIPE HEADWALL TY 3-4 IN	24.00	EACH		\$	
0990	01032		PERF PIPE HEADWALL TY 4-4 IN	4.00	EACH		\$	
1000	01202		PIPE CULVERT HEADWALL-15 IN	1.00	EACH		\$	
1010	01204		PIPE CULVERT HEADWALL-18 IN	6.00	EACH		\$	
1020	01208		PIPE CULVERT HEADWALL-24 IN	12.00	EACH		\$	
1030	01210		PIPE CULVERT HEADWALL-30 IN	12.00	EACH		\$	
1040	01212		PIPE CULVERT HEADWALL-36 IN	4.00	EACH		\$	
1050	01214		PIPE CULVERT HEADWALL-42 IN	7.00	EACH		\$	
1060	01215		PIPE CULVERT HEADWALL-42 IN EQUIV	2.00	EACH		\$	
1070	01216		PIPE CULVERT HEADWALL-48 IN	2.00	EACH		\$	
1080	01433		SLOPED BOX OUTLET TYPE 1-18 IN	2.00	EACH		\$	
1090	01434		SLOPED BOX OUTLET TYPE 1-24 IN	2.00	EACH		\$	
1100	01450		S & F BOX INLET-OUTLET-18 IN	4.00	EACH		\$	
1110	01451		S & F BOX INLET-OUTLET-24 IN	1.00	EACH		\$	
1120	01490		DROP BOX INLET TYPE 1	3.00	EACH		\$	
1130	01577		DROP BOX INLET TYPE 14	1.00	EACH		\$	
1140	01670		SPRING BOX INLET TYPE B	2.00	EACH		\$	
1150	08100		CONCRETE-CLASS A	1.68	CUYD		\$	
1160	23131ER701		PIPELINE VIDEO INSPECTION	4,905.00	LF		\$	

Section: 0004 - BRIDGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1170	02231		STRUCTURE GRANULAR BACKFILL	701.70	CUYD		\$	
1180	02998		MASONRY COATING	4,464.00	SQYD		\$	
1190	03299		ARMORED EDGE FOR CONCRETE	211.00	LF		\$	
1200	03300		ELIMINATE TRANSVERSE JOINT	72.00	LF		\$	
1210	03304		BRIDGE OVERLAY APPROACH PAVEMENT	222.00	SQYD		\$	
1220	06514		PAVE STRIPING-PERM PAINT-4 IN	1,008.00	LF		\$	
1230	08001		STRUCTURE EXCAVATION-COMMON	1,839.70	CUYD		\$	
1240	08002		STRUCTURE EXCAV-SOLID ROCK	782.50	CUYD		\$	
1250	08019		CYCLOPEAN STONE RIP RAP	4,488.00	TON		\$	

PROPOSAL BID ITEMS

131204

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1260	08020		CRUSHED AGGREGATE SLOPE PROT	63.00	TON		\$	
1270	08033		TEST PILES	104.00	LF		\$	
1280	08046		PILES-STEEL HP12X53	701.00	LF		\$	
1290	08094		PILE POINTS-12 IN	26.00	EACH		\$	
1300	08100		CONCRETE-CLASS A	1,069.20	CUYD		\$	
1310	08104		CONCRETE-CLASS AA	1,157.20	CUYD		\$	
1320	08150		STEEL REINFORCEMENT	143,213.00	LB		\$	
1330	08151		STEEL REINFORCEMENT-EPOXY COATED	308,986.00	LB		\$	
1340	08434		CLEAN & PAINT STRUCTURAL STEELKY 52 BRIDGE OVER PAINT LICK CREEK	1.00	LS		\$	
1350	08504		EPOXY SAND SLURRY	131.00	SQYD		\$	
1360	08510		REM EPOXY BIT FOREIGN OVERLAY	342.00	SQYD		\$	
1370	08534		CONCRETE OVERLAY-LATEX	19.00	CUYD		\$	
1380	08549		BLAST CLEANING	473.00	SQYD		\$	
1390	21532ED		RAIL SYSTEM TYPE III	1,406.80	LF		\$	
1400	23031EN		PIER REPAIR	192.00	SQFT		\$	
1410	23813EC		DECK DRAIN	12.00	EACH		\$	
1420	24094EC		PARTIAL DEPTH PATCHING	13.10	CUYD		\$	
1430	24539EC		PPC I-BEAM HN60-49	2,782.30	LF		\$	

Section: 0005 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1440	06406		SBM ALUM SHEET SIGNS .080 IN	184.20	SQFT		\$	
1450	06407		SBM ALUM SHEET SIGNS .125 IN	141.50	SQFT		\$	
1460	06411		STEEL POST TYPE 2	721.00	LF		\$	
1470	06412		STEEL POST MILE MARKERS	8.00	EACH		\$	
1480	24584EC		BARCODE SIGN INVENTORY	39.00	EACH		\$	

Section: 0006 - TRAINEES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1490	02742		TRAINEE PAYMENT REIMBURSEMENT ARTICULATING TRUCK DRIVER	1,000.00	HOUR		\$	

Section: 0007 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1500	02568		MOBILIZATION	1.00	LS		\$	
1510	02569		DEMOBILIZATION	1.00	LS		\$	