



**CALL NO. 100**

**CONTRACT ID. 131011**

**BARREN COUNTY**

**FED/STATE PROJECT NUMBER NHPP 0652(088)**

**DESCRIPTION TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (KY70/KY90)**

**WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN**

**PRIMARY COMPLETION DATE 75 WORKING DAYS**

**LETTING DATE: August 16,2013**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 16,2013. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**PLANS AVAILABLE FOR THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 5.80%**

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

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**PART I**  
**SCOPE OF WORK**

## ADMINISTRATIVE DISTRICT - 03

**CONTRACT ID - 131011**

**NHPP 0652(088)**

**COUNTY - BARREN**

**PCN - DE00500651311**

**NHPP 0652(088)**

TENNESSEE STATE LINE-ELIZABETHTOWN ROAD (KY70/KY90) RECONSTRUCTION OF KY70/KY90  
APPROACHES AT THE I-65/KY70-KY90 INTERCHANGE.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO.  
03-00013.20.

GEOGRAPHIC COORDINATES LATITUDE 37:08:07.00 LONGITUDE 85:58:36.00

**COMPLETION DATE(S):**

75 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](http://www.transportation.ky.gov/construction-procurement))

The Bidder must download the bid file located on the Bid Express website ([www.bidx.com](http://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](mailto: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](http://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 6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

### **DEFAULT OR DECERTIFICATION OF THE DBE**

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

### **DGA BASE**

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

### **DGA BASE FOR SHOULDERS**

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

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

### **INCIDENTAL SURFACING**

The Department has included in the quantities of asphalt mixtures established in the proposal estimated quantities required for resurfacing or surfacing mailbox turnouts, farm field entrances, residential and commercial entrances, curve widening, ramp gores and tapers, and road and street approaches, as applicable. Pave these areas to the limits as shown on Standard Drawing RPM-110-06 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

### **ASPHALT PAVEMENT RIDE QUALITY CATEGORY B**

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

### **FUEL AND ASPHALT PAY ADJUSTMENT**

The Department has included the Contract items Asphalt Adjustment and Fuel Adjustment for possible future payments at an established Contract unit price of \$1.00. The Department will calculate actual adjustment quantities after work is completed. If existing Contract amount is insufficient to pay all items on the contract with the adjustments, the Department will establish additional monies with a change order.

### **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.

# Right-of-Way Certification Form

Revised 2/22/11

Federal Funded

Original

State Funded

Re-Certification

This form must be completed and submitted to FHWA with the PS&E package for federal-aid funded Interstate, Appalachia, and Major projects. This form shall also be submitted to FHWA for all federal-aid projects that fall under Conditions No. 2 or 3 outlined elsewhere in this form. When Condition No. 2 or 3 apply, KYTC shall resubmit this ROW Certification prior to construction contract Award. For all other federal-aid projects, this form shall be completed and retained in the KYTC project file.

Date: January 16, 2013

Project Name: Tennessee State Line - Elizabethtown

Letting Date: March 22, 2013

Project #: 12F0 FD52 005 8472101R

County: BARREN

Item #: 03-13.20

Federal #: IMNH 0652 (076)

Description of Project: Reconstruction of KY 70/KY 90 approaches at the I-65 interchange.

## Projects that require **NO** new or additional right-of-way acquisitions and/or relocations

- The proposed transportation improvement will be built within the existing rights-of-way and there are no properties to be acquired, individuals, families, and businesses ("relocatees") to be relocated, or improvements to be removed as a part of this project.

## Projects that require new or additional right-of-way acquisitions and/or relocations

- Per 23 CFR 635.309, the KYTC hereby certify that all relocatees have been relocated to decent, safe, and sanitary housing or that KYTC has made available to relocatees adequate replacement housing in accordance with the provisions of the current FHWA directive(s) covering the administration of the Highway Relocation Assistance Program and that at least one of the following three conditions has been met. (Check those that apply.)

- Condition 1.** All necessary rights-of-way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Fair market value has been paid or deposited with the court.

- Condition 2.** Although all necessary rights-of-way have not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Trial or appeal of some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Fair market value has been paid or deposited with the court for most parcels. Fair market value for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract. (See note 1 below.)

**Note 1:** The KYTC shall re-submit a right-of-way certification form for this project prior to AWARD of all Federal-Aid construction contracts. Award must not to be made until after KYTC has obtained full legal possession and fair market value for all parcels has been paid or deposited with the court and FHWA has concurred in the re-submitted right-of-way certification.

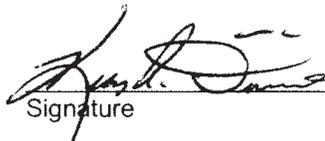
# Right-of-Way Certification Form

Revised 2/22/11

**Condition 3.** The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. However, all remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. The KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary rights-of-way will not be fully acquired, and/or some occupants will not be relocated, and/or the fair market value will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. A full explanation and reason for this request, including identification of each such parcel and dates on which acquisitions, payments, and relocations will be completed, is attached to this certification form for FHWA concurrence. (See note 2.)

**Note 2:** The KYTC may request authorization on this basis only in unique and unusual circumstances. Proceeding to bid letting shall be the exception and never become the rule. In all cases, the KYTC shall make extraordinary efforts to expedite completion of the acquisition, payment for all affected parcels, and the relocation of all relocatees prior to AWARD of all Federal-Aid construction contracts or force account construction.

Approved: Kelly R. Divine  
Printed Name

  
Signature

Right-of-Way Supervisor

Approved: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

KYTC, Director of ROW & Utilities

Approved: \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

FHWA, ROW Officer (when applicable)

# Right-of-Way Certification Form

Revised 2/22/11

Date: January 16, 2013

Project Name: Tennessee State Line - Elizabethtown  
Project #: 12F0 FD52 005 8472101 R  
Item #: 03-13.20  
Letting Date: March 22, 2013

County: BARREN  
Federal #: IMNH 0652 (076)

This project has 11 total number of parcels to be acquired, and -0- total number of individuals or families to be relocated, as well as -0- total number of businesses to be relocated.

- 11 Parcels where acquired by a signed fee simple deed and fair market value has been paid
- 0- Parcels have been acquired by IOJ through condemnation and fair market value has been deposited with the court
- 0- Parcels have not been acquired at this time (*explain below for each parcel*)
- 0- Parcels have been acquired or have a "right of entry" but fair market value has not been paid or has not been deposited with the court (*explain below for each parcel*)
- 0- Relocatees have not been relocated from parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ (*explain below for each parcel*)

Parcel #	Name/Station	Explanation for delayed acquisition, delayed relocation, or delayed payment of fair market value	Proposed date of payment or of relocation

There are -0- billboards and/or -0- cemeteries involved on this project.

There are -0- water or monitoring wells on parcels \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_. All have been acquired and are the responsibility of the project contractor to close/cap.

**Form Effective Date: April 1, 2006**  
**Last Revised: February 22, 2011**

1/16/2013

# PROJECT STATUS REPORT

COUNTY: BARREN

FEDERAL NO. IMNH 0652 (076)

STATE 12F0 FD52 005 8472101R

TE LINE - ELIZABETH TOWN (I-65)

ROAD DESCRIP:

I-65

2/8/2013 OFFICAL ORDER NO: 106646

TITLE ATTORNEY STAFF

LETTING DATE: 3/22/2013

FHWA\_APPROVAL:

1/31/2

PHEN RALEIGH (S)

BUYERS: LORRI KEITH (K)

REVIEWER RON CARRICO

LAST NAME	TITLE REC.	APPR. ASSIGN	APPR. REC.	DIST. REVIEW	C.O. REVIEW	RELOC COMP.	BUYER ASSIGN	FMV OFFER	RELOC OFFER	PARCEL BGT	CHECK DELV.	SUIT INFO	SUIT FILED	ROE	90 DAY EXPIRED	IMPROV VACATE	IMPROV REMOVE	RE	
HOST, LLC	03/11/101	S	04/28/11	05/13/11	05/24/11	06/01/11	K 06/09/11	06/15/11	11/11/191	06/24/11	07/21/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	3 w	
REALTY	03/10/11	S	04/28/11	01/30/12	02/06/12	11/11/191	K 06/09/11	02/08/12	11/11/191	02/14/12	03/09/12	10/21/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	Re-appr	
FAMILY LIMITED PART	03/10/11	S	04/28/11	05/26/11	07/01/11	11/11/191	K 07/12/11	07/12/11	11/11/191	08/10/11	09/22/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	2 signs	
HIGDON	03/12/11	S	04/28/11	05/13/11	05/24/11	11/11/191	K 06/09/11	07/05/11	11/11/191	08/19/11	10/25/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	MA	
GROUP, INC.	03/10/11		11/11/191	11/11/191	11/11/191	11/11/191	K 04/25/11	05/02/11	11/11/191	11/04/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	Revised	
TRACTS, LLC	03/04/11		11/11/191	11/11/191	11/11/191	11/11/191	K 04/05/11	04/05/11	11/11/191	04/11/11	05/12/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	Revised	
I, LLC	03/12/11	S	04/28/11	05/26/11	06/02/11	11/11/191	K 04/11/11	06/20/11	11/11/191	10/27/11	12/01/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191		
HOSPITALITY, INC.	03/12/11		11/11/191	11/11/191	11/11/191	11/11/191	K 04/14/11	04/14/11	11/11/191	06/02/11	07/01/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191		
CORPORATION	03/10/11	S	04/28/11	08/25/11	01/24/12	11/11/191	K 09/21/11	10/12/11	11/11/191	05/16/12	06/11/12	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191		
BUNNELL	03/10/11		11/11/191	11/11/191	11/11/191	11/11/191	K 04/13/11	04/14/11	11/11/191	04/27/11	05/18/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	M	
INVESTMENT GROUP	03/12/11		11/11/191	11/11/191	11/11/191	11/11/191	K 04/12/11	04/14/11	11/11/191	04/27/11	05/23/11	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191	11/11/191		
<b>&lt; TOTALS &gt;</b>											<b>11</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>11</b>	<b>10</b>	<b>1</b>		

## SPECIAL NOTES FOR UTILITY CLEARANCE IMPACT ON CONSTRUCTION

**BARREN COUNTY, IM-NH-65-2 (077)  
FD52 005 84721 01 U  
I-65, TENNESSEE STATE LINE - ELIZABETHTOWN ROAD  
6 YRP ITEM NO. 3-13.10**

**GENERAL PROJECT NOTE ON UTILITY PROTECTION**

**\*The Contractor is fully responsible for protection of all utilities\***

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

List all applicable utilities whose facilities are present and are not to be disturbed during construction activities. List Utility Type, Utility Size, Utility Location for each.

**South Central Rural Telephone Cooperative Inc. has telephone facilities (poles with cables and appurtenances) at the following locations: Mainline: Left of and between Stations 105+00 to 109+30.**

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

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

List all applicable utilities whose facilities are being relocated at the time this note is written. List the Utility Type, Utility Size and Utility Location for each. If the utility's relocation work has not been completed at the writing of this note a completion date should be provided. If the work will not be completed by the letting date or it is uncertain whether the relocation work will be completed list the utility in the next block.

**Farmers Rural Electric Cooperative Corporation has electric facilities (poles with conductors and appurtenances) at the following locations: Mainline: Left of and between Stations 105+00 to Right of Station 110+00; Right of and between Stations 121+50 to 126+50; Left of and between Stations 125+00 to 143+50; Mainline Crossings at Stations 106+00, 109+25, 125+25, 126+50 and 134+50.**

**The Company expects to complete its relocation on or before March 31, 2013.**

**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**BARREN COUNTY, IM-NH-65-2 (077)**  
**FD52 005 84721 01 U**  
**I-65, TENNESSEE STATE LINE - ELIZABETHTOWN ROAD**  
**6 YRP ITEM NO. 3-13.10**

**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**

List all applicable utilities whose facilities relocation either will not be completed prior to the letting date of the road construction or that will begin and be completed by the utility after the road contract letting date. During construction these areas are not to be disturbed by or conflict with road construction activities. List Owner, Utility Type, Utility Size, both current and proposed utility location and a firm completion date for each. A completion date MUST be provided for any such utility work.

**Cavland Environmental Authority (CEA) has existing water and sewer facilities at the following locations: Mainline: Right and Left of and between Stations 125+30 to 145+85.84. The Company expects to complete its relocation on or before September 15, 2013.**

**AT&T - Legacy has existing fiber facilities at the following locations: Mainline: Right of and between Stations 119+40 and 121+00; Left of and between Stations 120+30 and 121+20; Mainline Crossings at Stations 121+20. The Company expects to complete its relocation on or before March 31, 2014.**

**(NOTE: Use the following Text Only If Applicable)**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 (Utility Company(s) Name). Working days will not be charged for those days on which work on (Utility Company(s) Name) facilities 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. .

**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**BARREN COUNTY, IM-NH-65-2 (077)**  
**FD52 005 84721 01 U**  
**I-65, TENNESSEE STATE LINE - ELIZABETHTOWN ROAD**  
**6 YRP ITEM NO. 3-13.10**

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

List all applicable utilities whose facilities are to be relocated by the Cabinet's contractor as part of the road construction project. List Utility Type, Utility Size, and both current and proposed Utility Location for each.

**N/A**

**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**BARREN COUNTY, IM-NH-65-2 (077)**  
**FD52 005 84721 01 U**  
**I-65, TENNESSEE STATE LINE - ELIZABETHTOWN ROAD**  
**6 YRP ITEM NO. 3-13.10**

**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.

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

**SPECIAL NOTES FOR UTILITY CLEARANCE**  
**IMPACT ON CONSTRUCTION**

**BARREN COUNTY, IM-NH-65-2 (077)**  
**FD52 005 84721 01 U**  
**I-65, TENNESSEE STATE LINE - ELIZABETHTOWN ROAD**  
**6 YRP ITEM NO. 3-13.10**

**AREA UTILITIES CONTACT LIST**

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
Farmers Rural Electric Coop. Corp.	Chuck Bishop	270-651-2191
	Todd Stephens	270-646-8919
Caveland Environmental Authority	David Peterson	270-773-2887
CEA Engr. - Water Management Serv.	Roger Boyers	615-366-6088
AT&T - Legacy	Mike Diederich	216-587-6267
AT&T Engr. - DH Communications	Don Garr	502-741-8374
South Central Rural Telephone Corp.	Tim Gibson	270-678-8249



**KPDES Individual Permit  
Widening I-65 in  
Barren County  
Item Number 3-13.00**



July 7, 2011

# KPDES FORM 1

## KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM

### PERMIT APPLICATION

This is an application to: (check one)

- Apply for a new permit.
- Apply for reissuance of expiring permit.
- Apply for a construction permit.
- Modify an existing permit.

Give reason for modification under Item II.A.

A complete application consists of this form and one of the following:  
Form A, Form B, Form C, Form F, or Form SC

**For additional information contact:  
KPDES Branch (502) 564-3410**

<b>I. FACILITY LOCATION AND CONTACT INFORMATION</b>	AGENCY USE								
---	------------	--	--	--	--	--	--	--	--

A. Name of Business, Municipality, Company, Etc. Requesting Permit Kentucky Transportation Cabinet	
B. Facility Name and Location	C. Primary Mailing Address (all facility correspondence will be sent to this address). <b>Include owner's mailing address (if different) in D.</b>
Facility Location Name: I-65 in Barren County, Ky	Facility Contact Name and Title: Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> David M. Waldner, P.E.
Facility Location Address (i.e. street, road, etc., <b>not P.O. Box</b> ): I-65 in Barren County	Mailing Address: 200 Mero Street
Facility Location City, State, Zip Code: Within the county limits of Barren County, Ky	Mailing City, State, Zip Code: Frankfort, KY 40622
D. Owner's name (if not the same as in part A and C): N/A	Facility Contact Telephone Number: (502) 564-7250
Owner's Mailing Address: N/A	Owner's Telephone Number (if different): N/A

### II. FACILITY DESCRIPTION

A. Provide a brief description of activities, products, etc: Widening of both north and south bound lanes on I-65 from two lanes to three lanes for approximately 5.2 miles in Barren County.	
B. Standard Industrial Classification (SIC) Code and Description	
Principal SIC Code & Description:	1611 - Linear Projects
Other SIC Codes:	N/A

### III. FACILITY LOCATION

A. Attach a U.S. Geological Survey 7 1/2 minute quadrangle map for the site. (See instructions) Park City, Horse Cave and Glasgow Quads	
B. County where facility is located: Barren	City where facility is located (if applicable):
C. Body of water receiving discharge: Turnhole Spring (of Underground River System)	
D. Facility Site Latitude (degrees, minutes, seconds): 37° 07' 18"N	Facility Site Longitude (degrees, minutes, seconds): 86° 0' 0"W
E. Method used to obtain latitude & longitude (see instructions):	Topographic Map Coordinates
F. Facility Dun and Bradstreet Number (DUNS #) (if applicable):	N/A

<b>IV. OWNER/OPERATOR INFORMATION</b>	
A. Type of Ownership: <input type="checkbox"/> Publicly Owned <input type="checkbox"/> Privately Owned <input checked="" type="checkbox"/> State Owned <input type="checkbox"/> Both Public and Private Owned <input type="checkbox"/> Federally owned	
B. Operator Contact Information (See instructions)	
Name of Treatment Plant Operator: N/A	Telephone Number: N/A
Operator Mailing Address (Street): N/A	
Operator Mailing Address (City, State, Zip Code): N/A	
Is the operator also the owner? Yes <input type="checkbox"/> No <input type="checkbox"/>	Is the operator certified? If yes, list certification class and number below. Yes <input type="checkbox"/> No <input type="checkbox"/>
Certification Class: N/A	Certification Number: N/A

<b>V. EXISTING ENVIRONMENTAL PERMITS</b>		
Current NPDES Number: N/A	Issue Date of Current Permit: N/A	Expiration Date of Current Permit: N/A
Number of Times Permit Reissued: N/A	Date of Original Permit Issuance: N/A	Sludge Disposal Permit Number: N/A
Kentucky DOW Operational Permit #: N/A	Kentucky DSMRE Permit Number(s): N/A	N/A

Which of the following additional environmental permit/registration categories will also apply to this facility?

CATEGORY	EXISTING PERMIT WITH NO.	PERMIT NEEDED WITH PLANNED APPLICATION DATE
Air Emission Source	N/A	N/A
Solid or Special Waste	N/A	N/A
Hazardous Waste - Registration or Permit	N/A	N/A

**VI. DISCHARGE MONITORING REPORTS (DMRs)**

KPDES permit holders are required to submit DMRs to the Division of Water on a regular schedule (as defined by the KPDES permit). Information in this section serves to specifically identify the name and telephone number of the DMR official and the DMR mailing address (if different from the primary mailing address in Section I.C).

A. DMR Official (i.e., the department, office or individual designated as responsible for submitting DMR forms to the Division of Water):	Mr. Dave Harmon
DMR Official Telephone Number:	502 - 564 - 7250

B. DMR Mailing Address:	
<ul style="list-style-type: none"> <li>Address the Division of Water will use to mail DMR forms (if different from mailing address in Section I.C), or</li> <li>Contact address if another individual, company, laboratory, etc. completes DMRs for you; e.g., contract laboratory address.</li> </ul>	
DMR Mailing Name:	N/A
DMR Mailing Address:	N/A
DMR Mailing City, State, Zip Code:	N/A

**VII. APPLICATION FILING FEE**

KPDES regulations require that a permit applicant pay an application filing fee equal to twenty percent of the permit base fee. Please examine the base and filing fees listed below and in the Form 1 instructions and enclose a check payable to "Kentucky State Treasurer" for the appropriate amount (for permit renewals, please include the KPDES permit number on the check to ensure proper crediting). Descriptions of the base fee amounts are given in the "General Instructions."

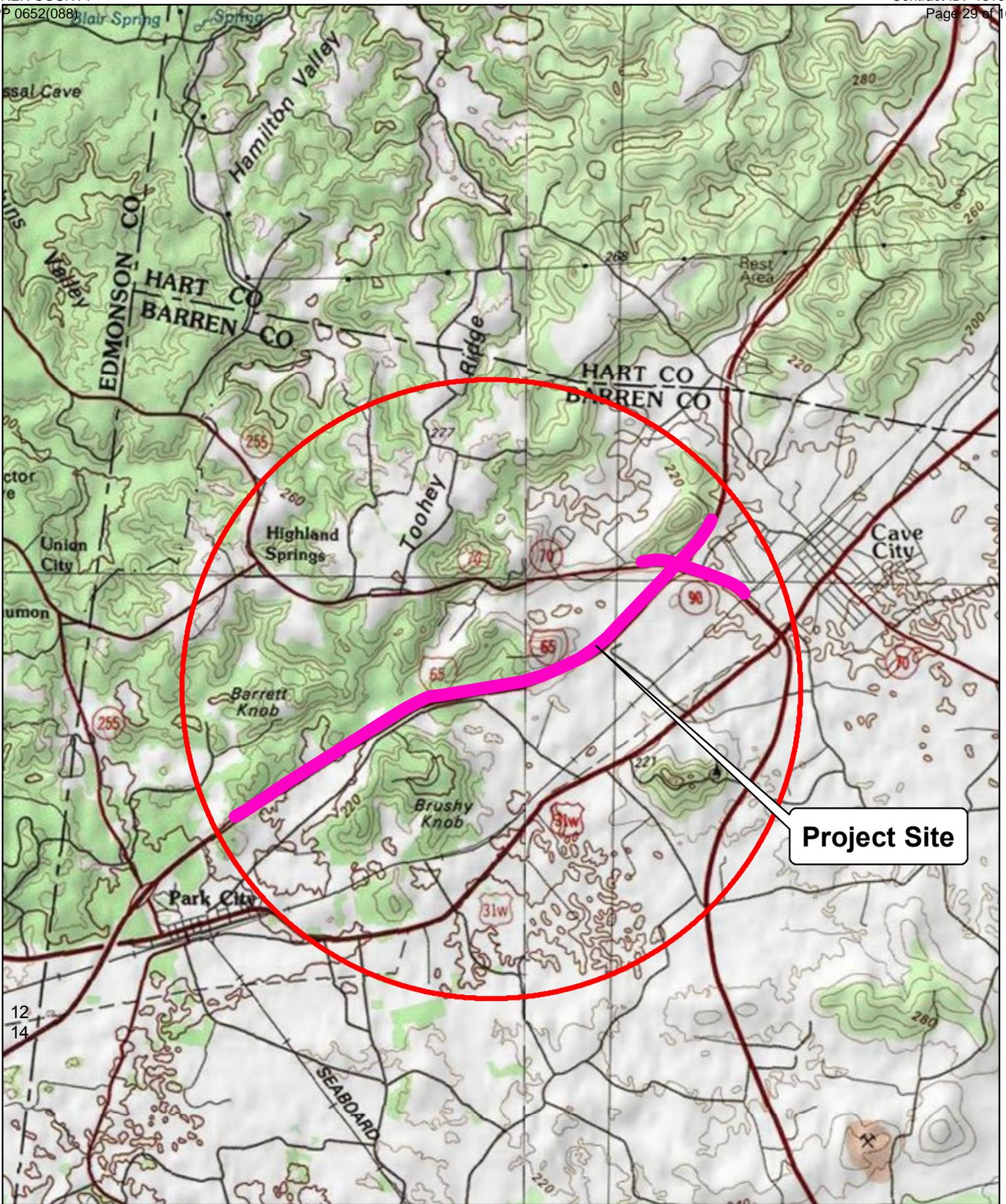
Facility Fee Category: N/A	Filing Fee Enclosed: \$0
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**VIII. CERTIFICATION**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME AND OFFICIAL TITLE (type or print): Mr. <input checked="" type="checkbox"/> Ms. <input type="checkbox"/> David M. Waldner, Director of DEA	TELEPHONE NUMBER (area code and number): 502-564-7250
SIGNATURE	DATE:

Return completed application form and attachments to: **KPDES Branch, Division of Water, Frankfort Office Park, 14 Reilly Road, Frankfort, KY 40601. Direct questions to: KPDES Branch at (502) 564-3410.**



**Project Site Map**  
Widening of I-65 in Barren County  
Item 3-13.00

 Project Limits





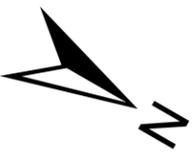
Contract ID: 131011  
Page 30 of 162

# Project Site Map

Widening of I-65 in Barren County  
Item 3-13.00

☐ Outfall Locations

— Project Limits



# KPDES FORM F

## KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM

### PERMIT APPLICATION

A complete application consists of this form and Form I.  
For additional information, Contact KPDES Branch, (502) 564-3410.

<b>I. OUTFALL LOCATION</b>				AGENCY USE						
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For each outfall list the latitude and longitude of its location to the nearest 15 seconds and name the receiving water.

A. Outfall Number	B. Latitude or Station	C. Longitude or Offset	D. Receiving Water (name)	D. Receiving Water use Classification
1	37° 6' 23" N	86° 2' 27" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
2	37° 6' 24" N	86° 2' 27" W	I-65 Roadside Drainage	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
3	37° 6' 25" N	86° 2' 26" W	I-65 Roadside Drainage	Warm Water Aquatic Habitat Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
4	37° 6' 28" N	86° 2' 25" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
5	37° 6' 26" N	86° 2' 19" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
6	37° 6' 28" N	86° 2' 15" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
7	37° 6' 29" N	86° 2' 14" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
8	37° 6' 31" N	86° 2' 11" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
9	37° 6' 32" N	86° 2' 9" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
10	37° 6' 33" N	86° 2' 7" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
11	37° 6' 36" N	86° 2' 1" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
12	37° 6' 38" N	86° 1' 56" W	Unnamed Trib to Pond	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
13	37° 6' 40" N	86° 1' 51" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
14	37° 6' 44" N	86° 1' 49" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
15	37° 6' 48" N	86° 1' 46" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
16	37° 6' 45" N	86° 1' 41" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
17	37° 6' 49" N	86° 1' 34" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
18	37° 6' 52" N	86° 1' 29" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
19	37° 6' 54" N	86° 1' 31" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
20	37° 6' 54" N	86° 1' 31" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
21	37° 6' 53" N	86° 1' 26" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation



54	37° 8' 8" N	85° 58' 32" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
55	37° 8' 6" N	85° 58' 31" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
56	37° 8' 3" N	85° 58' 17" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
57	37° 8' 0" N	85° 58' 14" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
58	37° 8' 11" N	85° 58' 44" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
59	37° 8' 10" N	85° 58' 34" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
60	37° 8' 14" N	85° 58' 31" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
61	37° 8' 21" N	85° 58' 24" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
62	37° 8' 28" N	85° 58' 20" W	Turnhole Spring	Cold Water Aquatic Habitat, Outstanding State Resource Water, Primary Contact Recreation, Secondary Contact Recreation
63	37° 8' 39" N	85° 58' 13" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
64	37° 8' 13" N	85° 58' 46" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
65	37° 8' 13" N	85° 58' 58" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
66	37° 8' 15" N	85° 58' 58" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply
67	37° 8' 16" N	85° 58' 58" W	Unnamed Trib to Turnhole Spring	Warm Water Aquatic Habitat, Primary Contact Recreation, Secondary Contact Recreation, and Domestic Water Supply

**II. IMPROVEMENTS**

A. Are you now required by any federal, state, or local authority to meet any implementation schedule for the construction, upgrading or operation of wastewater treatment equipment or practices or any other environmental programs which may affect the discharges described in this application? This includes, but is not limited to, permit conditions, administrative or enforcement orders, enforcement compliance schedule letters, stipulations, court orders, and grant or loan conditions.

1. Identification of Conditions, Agreements, Etc.	2. Affected Outfalls		3. Brief Description of Project	4. Final Compliance Date	
	No.	Source of Discharge		a. req.	b. proj.
N/A	N/A	N/A	N/A	N/A	N/A

B. You may attach additional sheets describing any additional water pollution (or other environmental projects which may affect your discharges) you now have under way or which you plan. Indicate whether each program is now under way or planned, and indicate your actual or planned schedules for construction.

**III. SITE DRAINAGE MAP**

Attach a site map showing topography (or indicating the outline of drainage areas served by the outfall(s) covered in the application if a topographic map is unavailable) depicting the facility including: each of its intake and discharge structures; the drainage area of each storm water outfall; paved areas and buildings within the drainage area of each storm water outfall, each know past or present areas used for outdoor storage or disposal of significant materials, each existing structural control measure to reduce pollutants in storm water runoff, materials loading and access areas, areas where pesticides, herbicides, soil conditioners and fertilizers are applied; each of its hazardous waste treatment, storage of disposal units (including each area not required to have a RCRA permit which is used for accumulating hazardous waste under 40 CFR 262.34); each well where fluids from the facility are injected underground; springs, and other surface water bodies which receive storm water discharges from the facility.

**IV. NARRATIVE DESCRIPTION OF POLLUTANT SOURCES**

A. For each outfall, provide an estimate of the area (include units) of impervious surfaces (including paved areas and building roofs) drained to the outfall, and an estimate of the total surface area drained by the outfall.

Outfall Number	Area of Impervious Surface (provide units)	Total Area Drained (provide units)	Outfall Number	Area of Impervious Surface (provide units)	Total Area Drained (provide units)
1	0.31 acres	1.37 acres	35	0.39 acres	6.91 acres
2	0.03 acres	0.13 acres	36	2.10 acres	11.57 acres
3	0.10 acres	0.20 acres	37	0.51 acres	11.88 acres
4	0.17 acres	0.54 acres	38	1.93 acres	16.25 acres
5	0.91 acres	4.24 acres	39	1.62 acres	9.74 acres
6	0.28 acres	0.87 acres	40	1.64 acres	9.91 acres
7	0.75 acres	5.88 acres	41	1.66 acres	9.97 acres
8	0.11 acres	0.30 acres	42	1.58 acres	9.93 acres
9	0.67 acres	10.23 acres	43	6.61 acres	28.96 acres
10	0.37 acres	1.44 acres	44	1.96 acres	2.21 acres
11	1.39 acres	27.53 acres	45	0.65 acres	3.2 acres
12	0.19 acres	0.41 acres	46	4.15 acres	8.7 acres
13	1.25 acres	8.86 acres	47	6.73 acres	13.7 acres
14	0.00 acres	0.07 acres	48	0.30 acres	1.73 acres
15	0.92 acres	3.99 acres	49	0.00 acres	0.09 acres
16	1.96 acres	9.14 acres	50	0.45 acres	0.84 acres
17	0.77 acres	5.96 acres	51	0.02 acres	0.03 acres
18	0.41 acres	3.32 acres	52	0.10 acres	0.6 acres
19	0.11 acres	2.28 acres	53	0.00 acres	0.09 acres
20	0.00 acres	1.97 acres	54	8.73 acres	13.86 acres
21	1.67 acres	16.20 acres	55	0.06 acres	0.29 acres
22	1.27 acres	6.40 acres	56	3.21 acres	6.41 acres
23	1.62 acres	7.41 acres	57	1.44 acres	6.89 acres
24	3.59 acres	92.90 acres	58	0.91 acres	9.71 acres
25	0.08 acres	6.15 acres	59	6.61 acres	49.87 acres
26	5.08 acres	33.19 acres	60	4.86 acres	23.46 acres
27	0.01 acres	0.02 acres	61	1.86 acres	9.62 acres
28	2.83 acres	6.72 acres	62	0.0 acres	0.22 acres
29	0.00 acres	3.82 acres	63	6.12 acres	47.31 acres
30	2.42 acres	11.08 acres	64	0.63 acres	4.13 acres
31	1.61 acres	4.23 acres	65	0.74 acres	1.65 acres
32	0.00 acres	0.02 acres	66	2.65 acres	4.13 acres
33	0.38 acres	2.95 acres	67	0.0 acres	0.74 acres
34	2.39 acres	13.76 acres			

B. Provide a narrative description of significant materials that are currently or in the past three years have been treated, stored or disposed in a manner to allow exposure to storm water; method of treatment, storage, or disposal; past and present materials management practices employed to minimize contact by these materials with storm water runoff; materials loading and access areas; and the location, manner, and frequency in which pesticides, herbicides, soil conditioners, and fertilizers are applied.

During the construction of roadways and bridges, the main pollutant of concern is sediment associated with land disturbing activities. Typical pollutants associated with a roadway and bridge once they are in use include the following:

- Heavy metals from tire tread and brake linings
- pH from road treatment operations during freezing weather
- Petrochemicals from auto leaks

- TSS from dirt and debris that is transported by tires

The associated BMP Template and Supplemental Data discuss how these pollutants will be addressed.

C. For each outfall, provide the location and a description of existing structural and nonstructural control measures to reduce pollutants in storm water runoff; and a description of the treatment the storm water receives, including the schedule and type of maintenance for control and treatment measures and the ultimate disposal of any solid or fluid wastes other than by discharge.

Outfall Number	Treatment	List Codes from Table F-1
1	Spill Containment Area	1-U
2	Silt Trap	1-U
3	Silt Trap	1-U
4	Spill Containment Area and Filter Ditch	1-Q, 1-U
5	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
6	Spill Containment Area and Filter Ditch	1-Q, 1-U
7	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
8	Spill Containment Area and Filter Ditch	1-Q, 1-U
9	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
10	Spill Containment Area and Filter Ditch	1-Q, 1-U
11	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
12	Spill Containment Area and Filter Ditch	1-Q, 1-U
13	Spill Containment Area	1-Q, 1-U
14	Spill Containment Area	1-U
15	Spill Containment Area	1-Q, 1-U
16	Spill Containment Area and Filter Ditch	1-Q, 1-U
17	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
18	Spill Containment Area and Filter Ditch	1-Q, 1-U
19	Spill Containment Area	1-Q, 1-U
20	Spill Containment Area	1-Q, 1-U
21	Spill Containment Area	1-Q, 1-U
22	Spill Containment Area and Filter Ditch	1-Q, 1-U
23	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
24	Spill Containment Area and Filter Ditch	1-Q, 1-U
25	Spill Containment Area	1-Q, 1-U
26	Spill Containment Area and Filter Ditch	1-Q, 1-U
27	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
28	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
29	Spill Containment Area	1-U
30	Spill Containment Area	1-Q, 1-U
31	Spill Containment Area and Turf Reinforcement Mat	1-U, 1-Q
32	Roadside Ditch to be Constructed-No Impacts	1-U
33	Spill Containment Area and Filter Ditch	1-Q, 1-U
34	Spill Containment Area	1-Q, 1-U
35	Spill Containment Area and Filter Ditch	1-Q, 1-U
36	Spill Containment Area and Filter Ditch	1-Q, 1-U
37	Spill Containment Area and Filter Ditch	1-Q, 1-U
38	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
39	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
40	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
41	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
42	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
43	Spill Containment Area and Filter Ditch	1-Q, 1-U
44	Spill Containment Area and Filter Ditch	1-Q, 1-U
45	Spill Containment Area and Filter Ditch	1-Q, 1-U
46	Spill Containment Area and Filter Ditch	1-Q, 1-U
47	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
48	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
49	Spill Containment Area	1-U
50	Spill Containment Area	1-U

51	Spill Containment Area	1-U
52	Spill Containment Area	1-U
53	Spill Containment Area	1-U
54	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
55	Spill Containment Area	1-U
56	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
57	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
58	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
59	Spill Containment Area and Turf Reinforcement Mat	1-Q, 1-U
60	Spill Containment Area and Filter Ditch	1-Q, 1-U
61	Spill Containment Area and Filter Ditch	1-Q, 1-U
62	Spill Containment Area	1-U
63	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
64	Spill Containment Area, Turf Reinforcement Mat, and Filter Ditch	1-Q, 1-U
65	Silt Trap	1-U
66	Silt Trap	1-U
67	Silt Trap	1-U

**V. NON-STORM WATER DISCHARGES**

A. I certify under penalty of law that the outfall(s) covered by this application have been tested or evaluated for the presence of non-storm water discharges, and that all non-storm water discharges from these outfall(s) are identified in either an accompanying Form C or Form SC application for the outfall.

Name and Official Title (type or print)	Signature	Date Signed
David M. Waldner, Director of DEA		

B. Provide a description of the method used, the date of any testing, and the onsite drainage points that were directly observed during a test.

N/A

**VI. SIGNIFICANT LEAKS OR SPILLS**

Provide existing information regarding the history of significant leaks or spills of toxic or hazardous pollutants at the facility in the last three years, including the approximate date and location of the spill or leak, and the type and amount of material released.

N/A. Construction project.







MATCHLINE STA. 1820+00

MATCHLINE STA. 1835+00

1825

1830

EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN  
TEDDY L. BURKS  
KIMBERLY A. BURKS (W.F.)

EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN

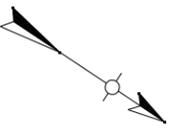
TEDDY L. BURKS  
KIMBERLY A. BURKS (W.F.)

Contract ID: 131011  
Page 40 of 162

BEGIN PROJECT  
STA. 1830+00.00 N.B. I-65  
BEGIN R/W ACQUISITION  
M.P. 48.5

PROP. DRAINAGE  
EASEMENT

- ④ N 4°58'02" W 102.96'
- ⑤ N 55°58'41" E 60.00'
- ⑥ N 86°07'09" E 179.23'
- ⑦ S 55°58'41" W 265.00'



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R4

REVISED PLAN DATE: MARCH 24, 2011

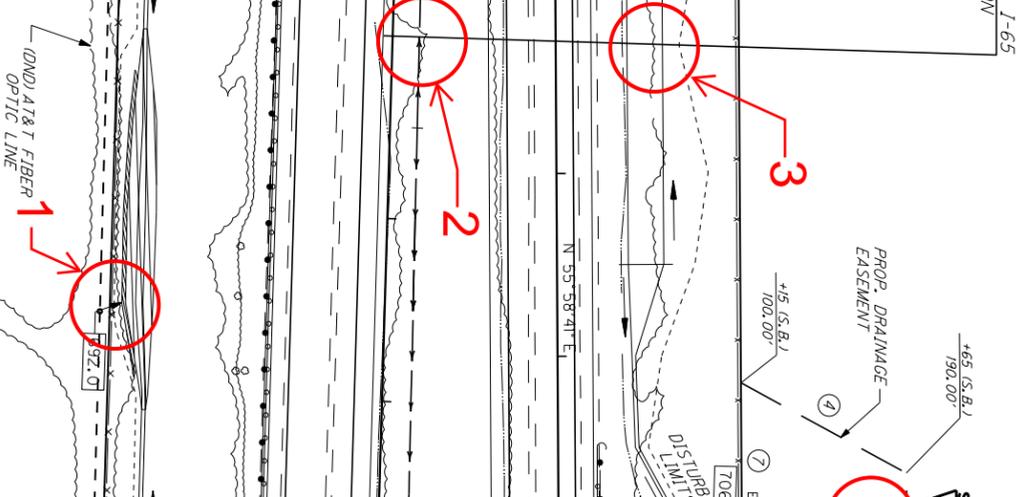
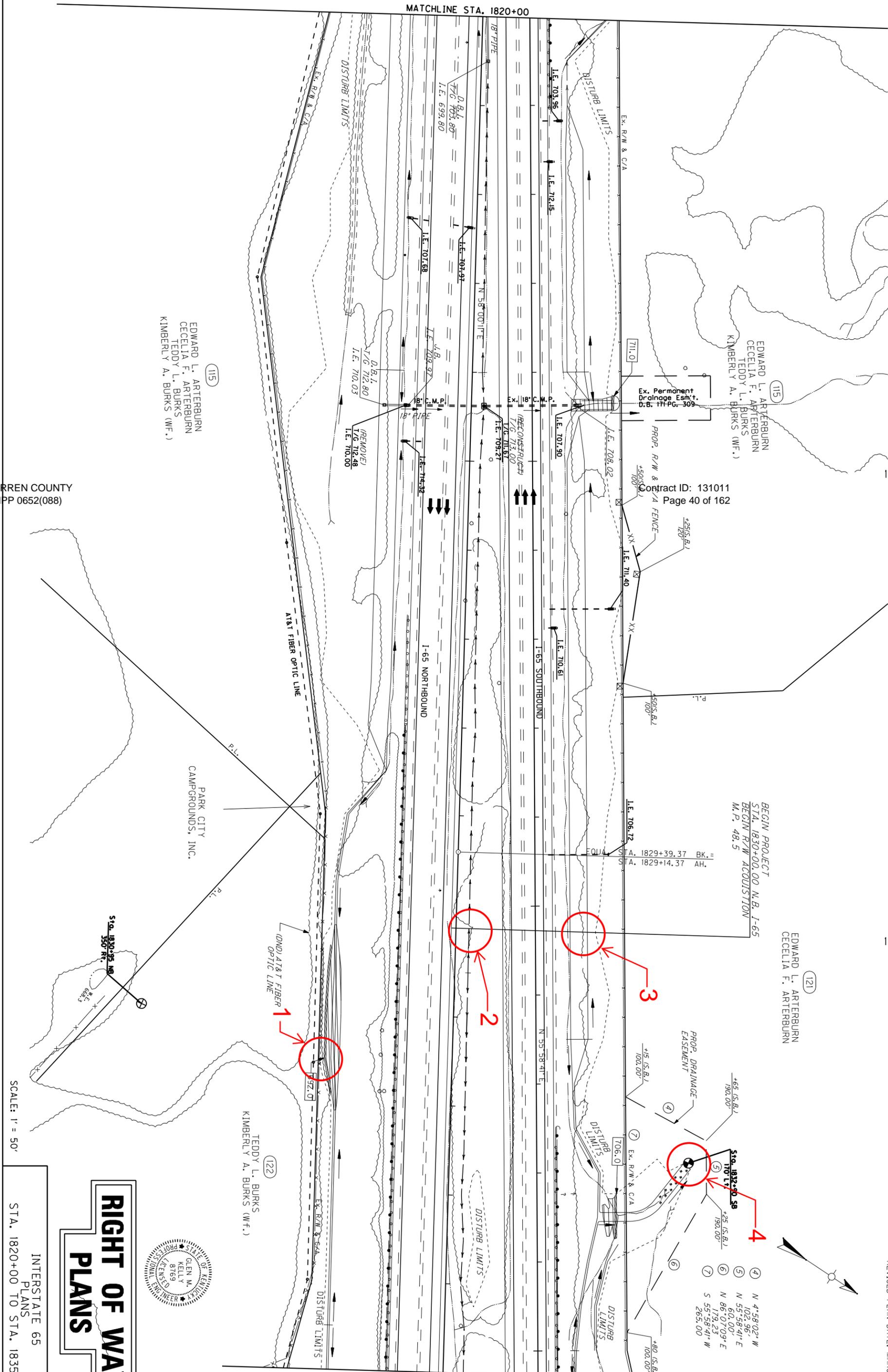


**RIGHT OF WAY  
PLANS**

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1820+00 TO STA. 1835+00

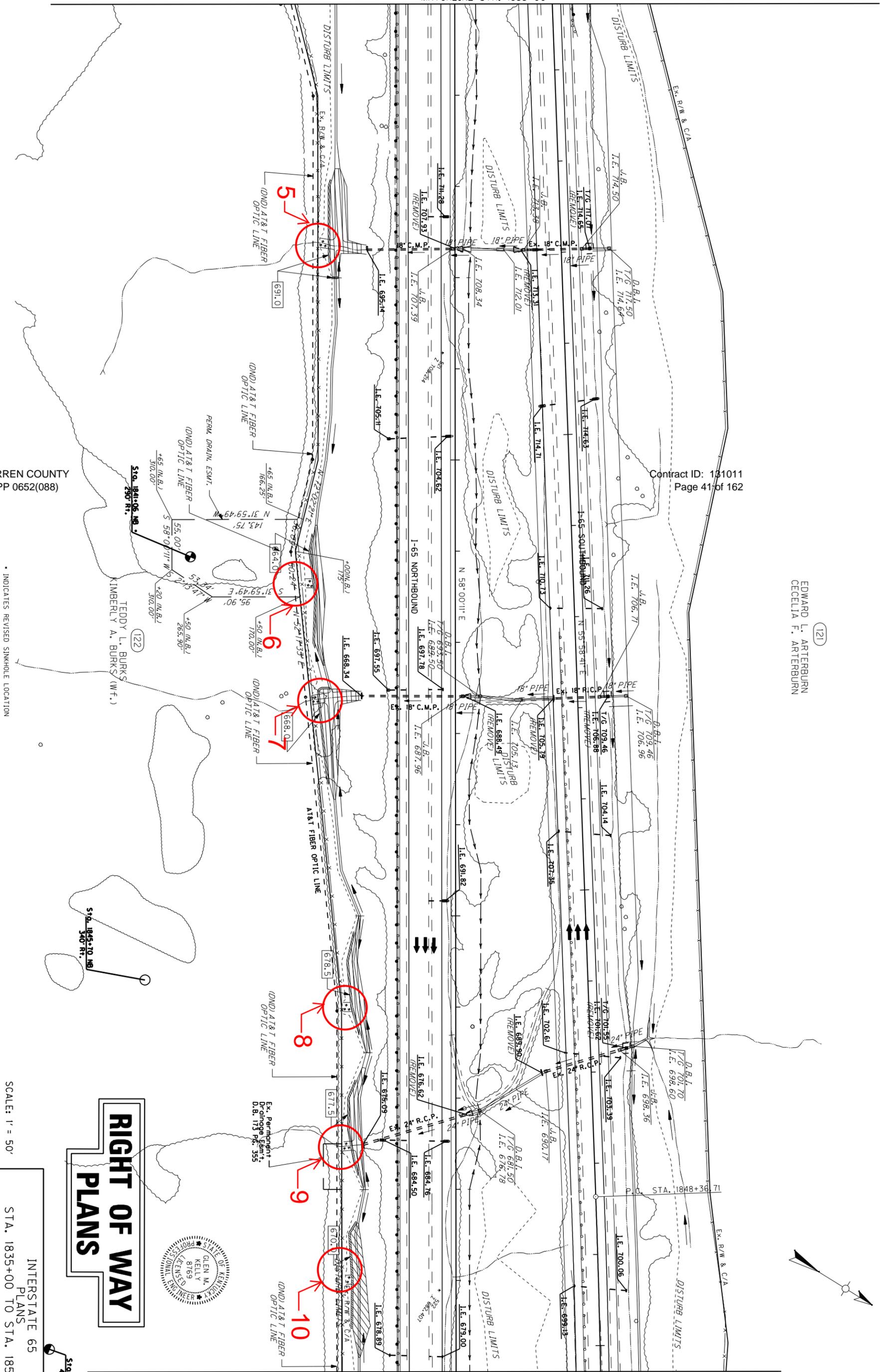
BARREN COUNTY  
NHPP 0652(088)



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R7
REVISED PLAN DATE: MARCH 24, 2011		

MATCHLINE STA. 1835+00

MATCHLINE STA. 1850+00



Contract ID: 181011  
Page 41 of 162

(121)  
EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN

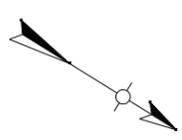
BARREN COUNTY  
NHPP 0652(088)

\* INDICATES REVISED SINKHOLE LOCATION

**RIGHT OF WAY  
PLANS**



SCALE: 1" = 50'  
INTERSTATE 65  
PLANS  
STA. 1835+00 TO STA. 1850+00



Sta. 1849+75  
245 Rt.

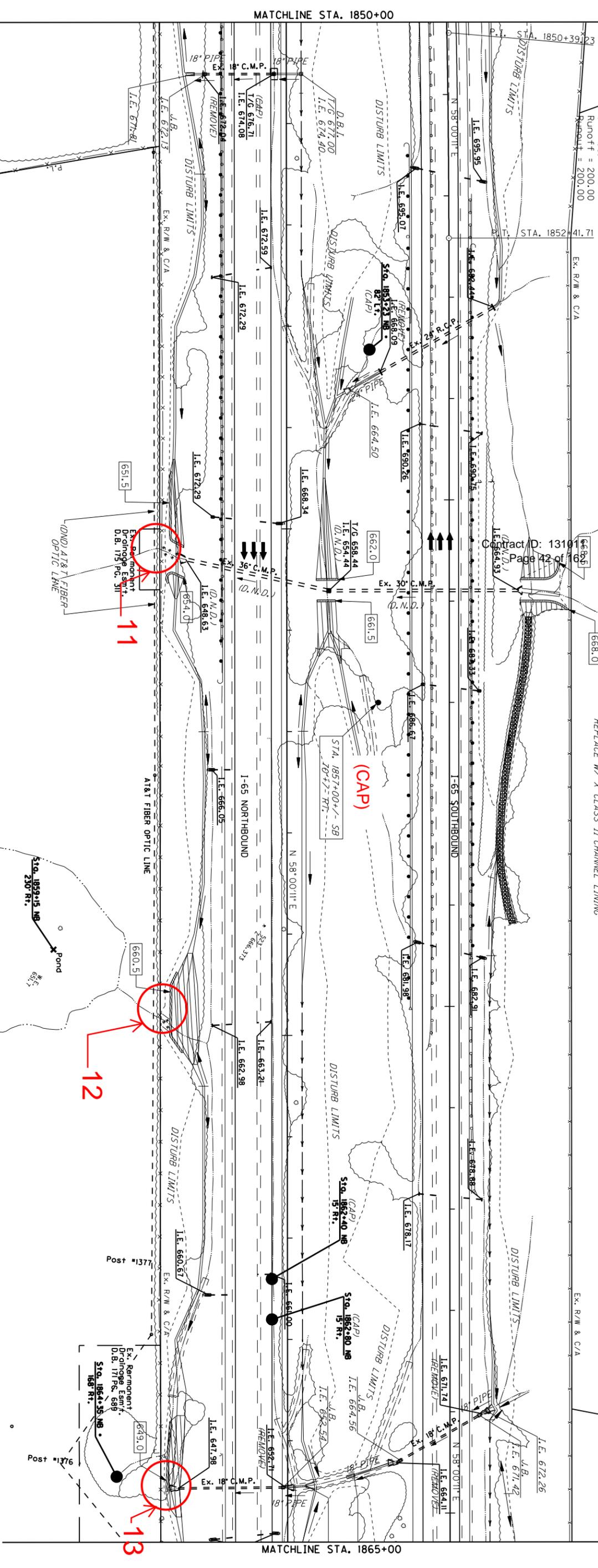
COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R10

REVISED PLAN DATE: MARCH 24, 2011

121  
EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN

SOUTHBOUND  
P.I. STA. 1850+39.23  
A = 27°01'30" R+  
C = 0'30'00"  
T = 202.52'  
L = 405.00'  
R = 11459.16'  
E = 1.79'  
e = R.C.  
Runoff = 200.00  
Runout = 200.00

STA. 1856+16 TO STA. 1859+19 L.T.  
REMOVE 22150 YD. EXISTING PAVED DITCH  
REPLACE W/ X-CLASS II CHANNEL LINING



MATCHLINE STA. 1850+00

MATCHLINE STA. 1865+00

DERIC CHILDRESS  
ERIC CHILDRESS

DERIC CHILDRESS  
ERIC CHILDRESS

122  
TEDDY L. BURKS  
KIMBERLY A. BURKS (W.F.)

123  
STA. 1856+32 NB  
398 Rt.

124  
STA. 1849+75  
445 Rt.

125  
STA. 1852+95 NB  
435 Rt.

126  
STA. 1856+32 NB  
398 Rt.



**RIGHT OF WAY  
PLANS**

BARREN COUNTY  
NHPP 0652(088)

● STA. 1857+00+/- SB, 70+/- RT.  
EGGERTS SUNFLOWER LOCATION,  
TO BE TRANSPLANTED BY  
KYTC-DEA PRIOR TO CONSTRUCTION

● INDICATES REVISED SINKHOLE LOCATION

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1850+00 TO STA. 1865+00



COUNTY OF	ITEM NO.	SHEET NO.
BAREN	3-13.00	R16

REVISED PLAN DATE: MARCH 24, 2011

MATCHLINE STA. 1880+00

MATCHLINE STA. 1895+00

BARREN COUNTY NHPP 0652(088)

\* INDICATES REVISED SINKHOLE LOCATION

SCALE: 1" = 50'

INTERSTATE 65 PLANS STA. 1880+00 TO STA. 1895+00



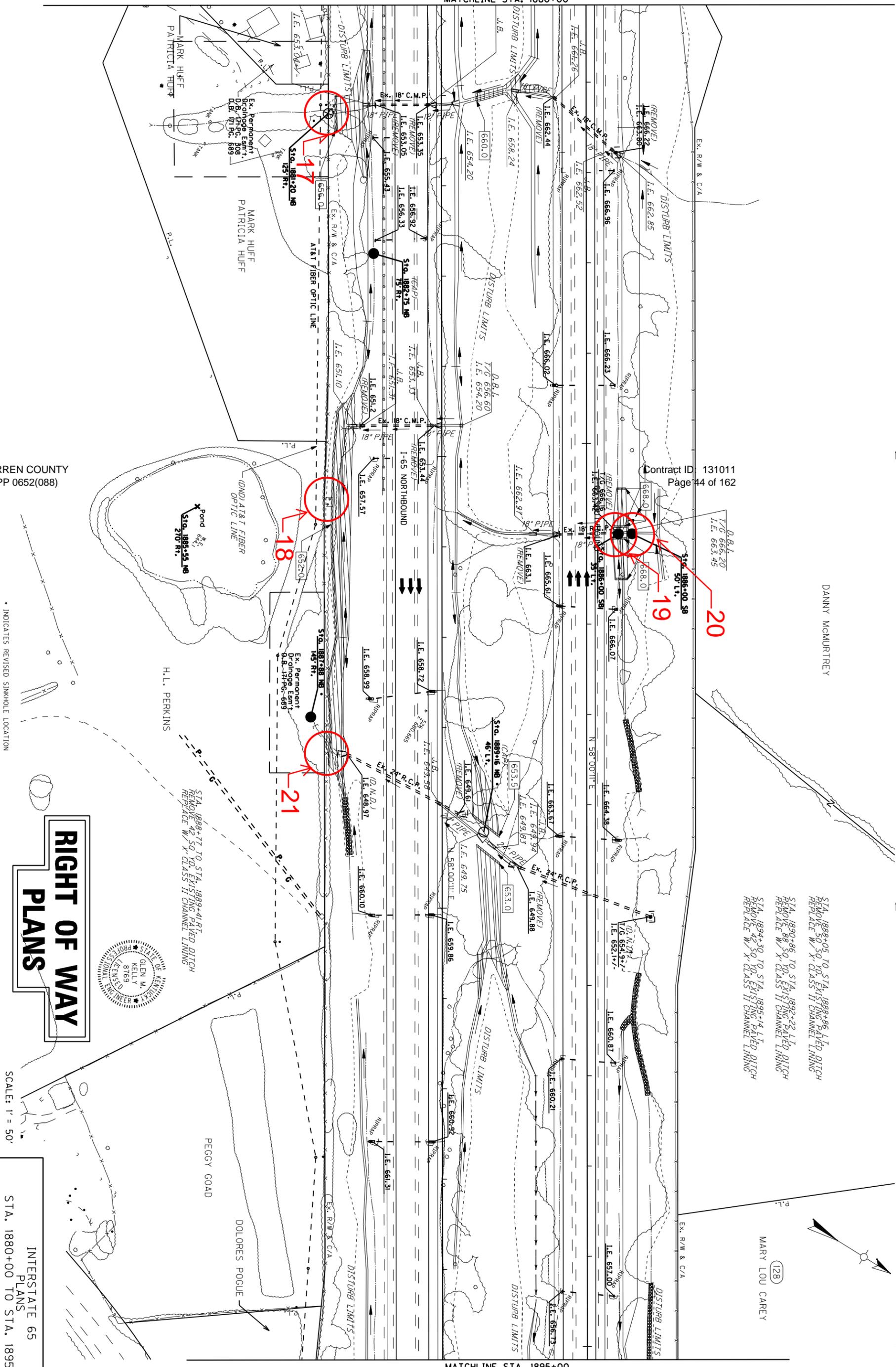
RIGHT OF WAY PLANS

STA. 1888+77 TO STA. 1889+41 RT. REMOVE 42 50 YD. EXISTING PAVED DITCH REPLACE W/ X' CLASS II CHANNEL LINING

STA. 1898+05 TO STA. 1888+86 L.I. REMOVE 50 50 YD. EXISTING PAVED DITCH REPLACE W/ X' CLASS II CHANNEL LINING

STA. 1890+86 TO STA. 1892+22 L.I. REMOVE 88 50 YD. EXISTING PAVED DITCH REPLACE W/ X' CLASS II CHANNEL LINING

STA. 1894+30 TO STA. 1895+14 L.I. REMOVE 42 50 YD. EXISTING PAVED DITCH REPLACE W/ X' CLASS II CHANNEL LINING



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DANNY McMURTRY

MARY LOU CAREY (128)

STA. 1895+14 TO STA. 1895+50 LT  
REMOVE 18" TO EXISTING PAVED DITCH  
REPLACE W/ X' CLASS II CHANNEL LINING

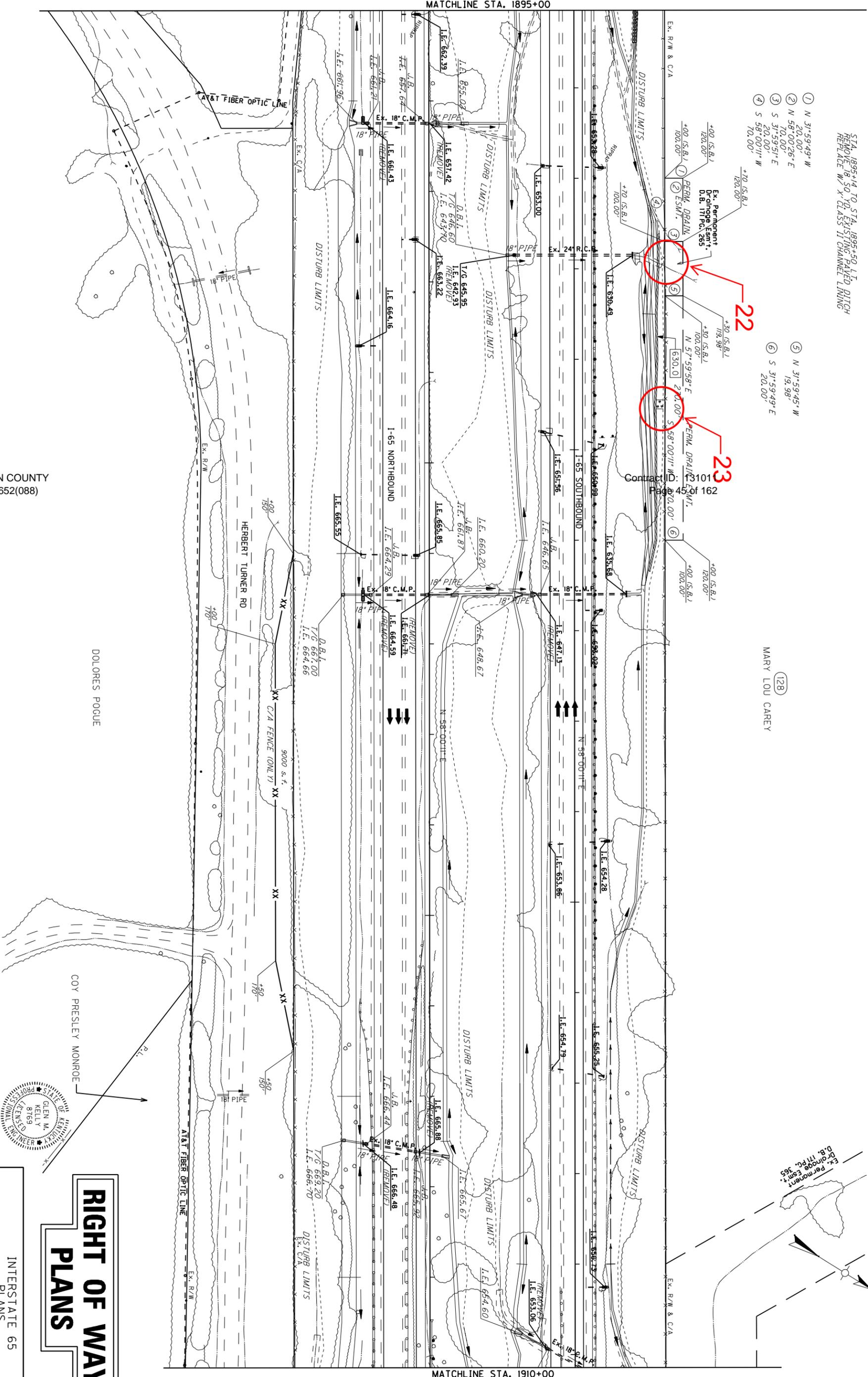
- ① N 31°59'49" W 20.00'
- ② N 58°00'26" E 70.00'
- ③ S 31°59'51" E 20.00'
- ④ S 58°00'11" W 70.00'
- ⑤ N 31°59'45" W 19.98'
- ⑥ S 31°59'49" E 20.00'

22

23

MARY LOU CAREY (128)

Ex. Permeant  
Drainage Est. #1  
D.B. 17176.365

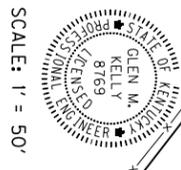


COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R19

REVISED PLAN DATE: MARCH 24, 2011

BARREN COUNTY NHPP 0652(088)

DOLORES POGUE

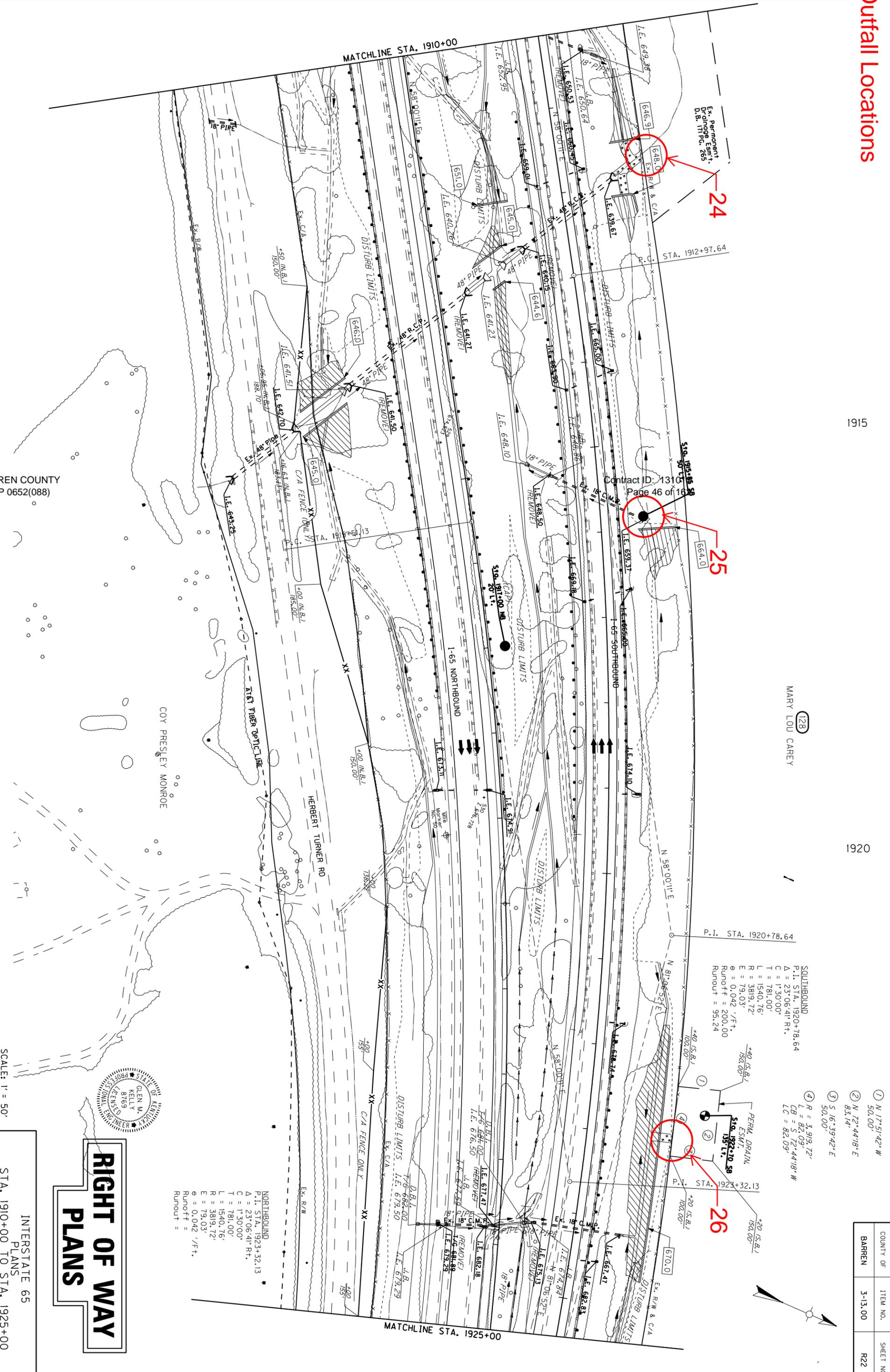


SCALE: 1" = 50'

**RIGHT OF WAY  
PLANS**

INTERSTATE 65  
PLANS  
STA. 1895+00 TO STA. 1910+00

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R22



Permanent  
Ex. Drainage Estm.  
Dist. 171 PC, 265

24

25

26

MARY LOU CAREY  
(128)

SOUTHBOUND  
P.I. STA. 1920+78.64  
Δ = 23°06'41" Rt.  
C = 1'30.00'  
T = 781.00'  
L = 1540.76'  
R = 3819.72'  
E = 79.03'  
e = 0.042' /ft.  
Runoff = 200.00  
Runout = 95.24

- ① N 17°51'42" W  
50.00'
- ② N 72°44'18" E  
83.14'
- ③ S 16°39'42" E  
50.00'
- ④ R = 3,919.72'  
L = 82.09'  
CB = S 12°44'18" W  
LC = 82.09'

NORTHBOUND  
P.I. STA. 1923+32.13  
Δ = 23°06'41" Rt.  
C = 1'30.00'  
T = 781.00'  
L = 1540.76'  
R = 3819.72'  
E = 79.03'  
e = 0.042' /ft.  
Runoff =



**RIGHT OF WAY  
PLANS**

SCALE: 1" = 50'  
INTERSTATE 65  
PLANS  
STA. 1910+00 TO STA. 1925+00

BARREN COUNTY  
NHPP 0652(088)

Contract ID: 1310  
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MATCHLINE STA. 1910+00

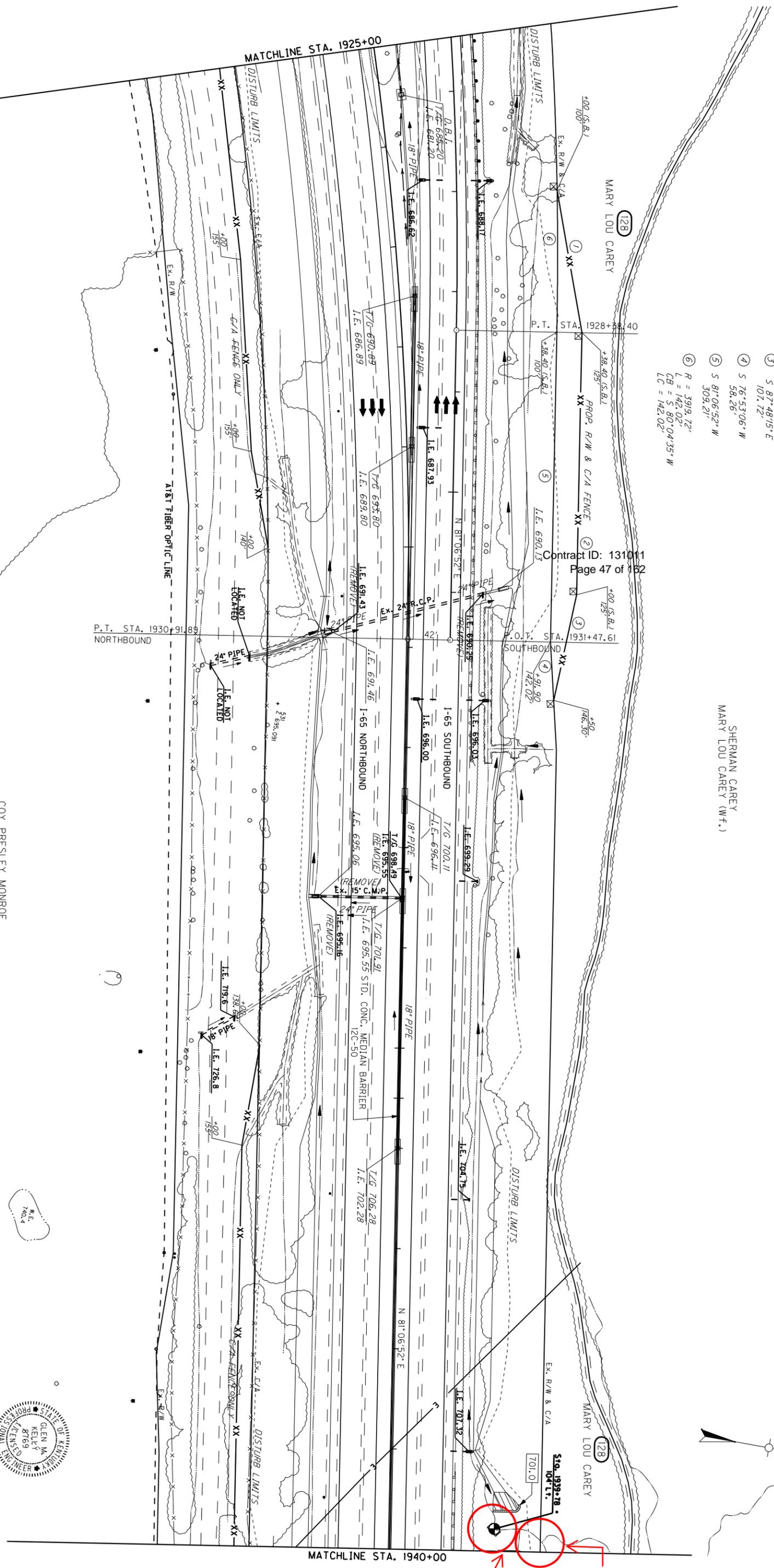
MATCHLINE STA. 1925+00



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R25

- ① N 70°07'31" E  
144.65'
- ② N 81°06'52" E  
261.60'
- ③ S 87°48'15" E  
107.72'
- ④ S 76°53'06" W  
58.26'
- ⑤ S 81°06'52" W  
309.21'
- ⑥ R = 3919.72'  
L = 142.02'  
CB = S 80°04'35" W  
LC = 142.02'

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**RIGHT OF WAY  
PLANS**

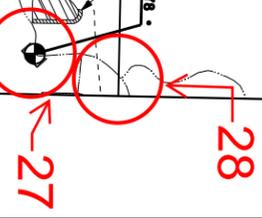
INTERSTATE 65  
PLANS  
STA. 1925+00 TO STA. 1940+00

SCALE: 1" = 50'

BARREN COUNTY  
NHPP 0652(088)

COY PRESLEY MONROE

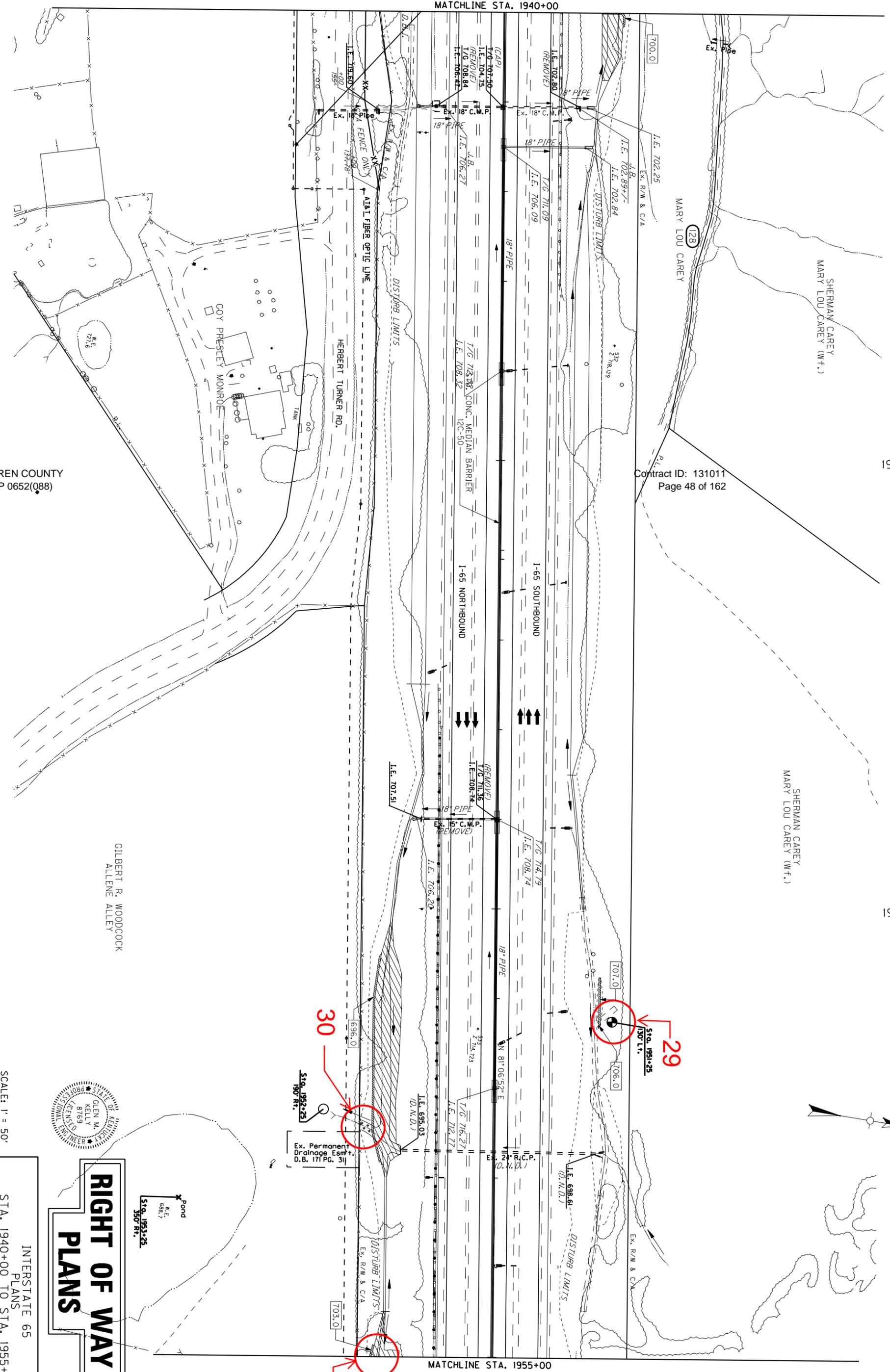
SHERMAN CAREY  
MARY LOU CAREY (W.F.)



\* INDICATES REVISED SINKHOLE LOCATION

MATCHLINE STA. 1940+00

MATCHLINE STA. 1955+00



Contract ID: 131011  
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1945

1950



**RIGHT OF WAY  
PLANS**



BARREN COUNTY  
NHPP 0652(088)

SCALE: 1" = 50'  
INTERSTATE 65  
PLANS  
STA. 1940+00 TO STA. 1955+00



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R28

MATCHLINE STA. 1955+00

MATCHLINE STA. 1970+00

1960

1965

Contract ID: 131011  
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BARREN COUNTY  
NHPP 0652(088)

**RIGHT OF WAY  
PLANS**

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1955+00 TO STA. 1970+00



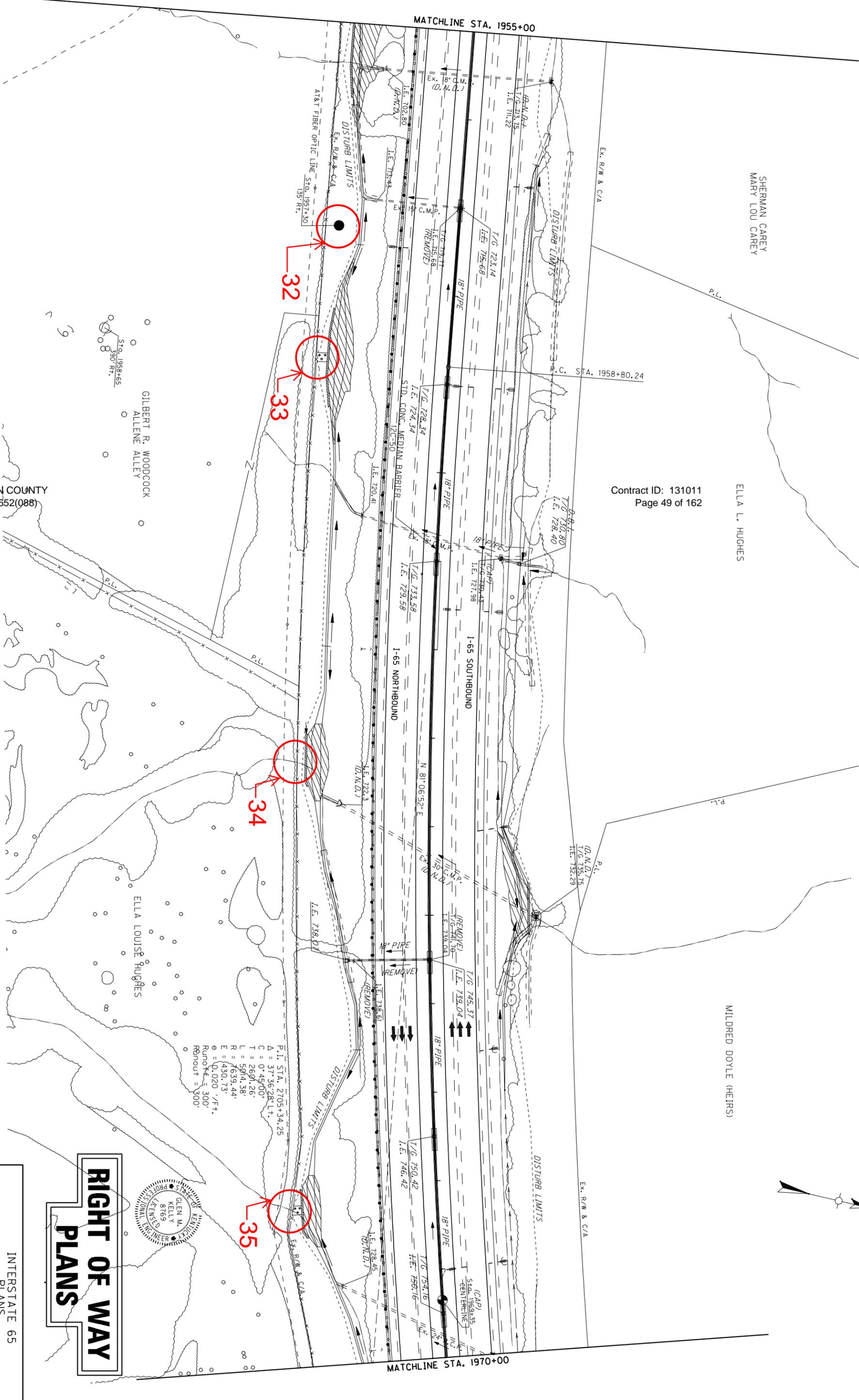
P.I. STA. 2105+34.25  
Δ = 31° 36' 28" L+  
C = 0° 45' 00"  
T = 2601.26'  
L = 5014.38'  
R = 1639.44'  
E = 430.73'  
e = 0.020 /F+  
Runout = 300'  
Runout = 300'

32

33

34

35



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R30

2695

2700

Contract 131011  
Page 10 of 162

MILDRED DOYLE (HEIRS)

ELLA LOUISE HUGHES

MILDRED DOYLE (HEIRS)

MATCHLINE STA. 1970+00

MATCHLINE STA. 2705+00

DISTURB LIMITS

DISTURB LIMITS

Ex. R/W & C/A

Ex. R/W & C/A

AT&T FIBER OPTIC LINE

N 81° 06' 52" E

I-65 NORTHBOUND

I-65 SOUTHBOUND

STD. CONC. MEDIAN BARRIER  
12C-50

Ex. 24" Pipe

Ex. R/W & C/A

Ex. R/W & C/A

P.I. STA. 2705+34.25

P.I. STA. 2705+34.25  
Δ = 37° 36' 28" LT.  
C = 0' 45' 00"  
T = 2601.26'  
L = 5014.38'  
R = 1639.44'  
E = 430.73'  
e = 0.020' / FT.  
Runoff = 300'  
Runout = 300'



**RIGHT OF WAY  
PLANS**

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1970+00 TO STA. 1972+27.24

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R32

BARREN COUNTY  
NHPP 0652(088)

# Outfall Locations

## L SIGNS

GROUND LINE  
 COUNTY LINE  
 CORPORATE LIMITS  
 EXIST. PROPERTY LINE  
 EXIST. RIGHT OF WAY & PROPERTY LINE  
 PROPOSED RIGHT OF WAY  
 RIGHT OF WAY MONUMENT

BENCH MARK

EXISTING R/W MARKER  
 RIGHT OF WAY MONUMENT  
 EXISTING/PROPOSED

UTILITY TEST HOLE

EXISTING ROAD

RAILROAD  
 FENCE (CONTROLLED ACCESS)

FENCE (EXCEPT STONE AND HEDGE)

TREE LINE

TREES

PIPE CULVERT

CULVERT

BRIDGE

BUILDINGS

GUARDRAIL

LIGHTING POLE

POWER POLE

JOINT POWER & TELEPHONE POLE

TELEPHONE & TELEGRAPH POLE

ANCHOR, POWER OR TELEPHONE

STUD POWER

STUD TELEPHONE

WATER MAIN

GAS MAIN

TELEPHONE DUCT

ELECTRIC DUCT

DIRECT BURIAL TV CABLE

SANITARY SEWER WITH MANHOLE

STORM SEWER WITH MANHOLE

DIRECT BURIAL ELECTRIC CABLE

DIRECT BURIAL TELEPHONE CABLE

OVERHEAD WIRE

TRAFFIC LIGHTS

ELECTRIC MANHOLE

TELEPHONE MANHOLE

STONE FENCE

HEDGE FENCE

SWAMP OR MUSH

SPRINGS

SHAWDLE

QUARRY SITE

RAIL LINE STREAM

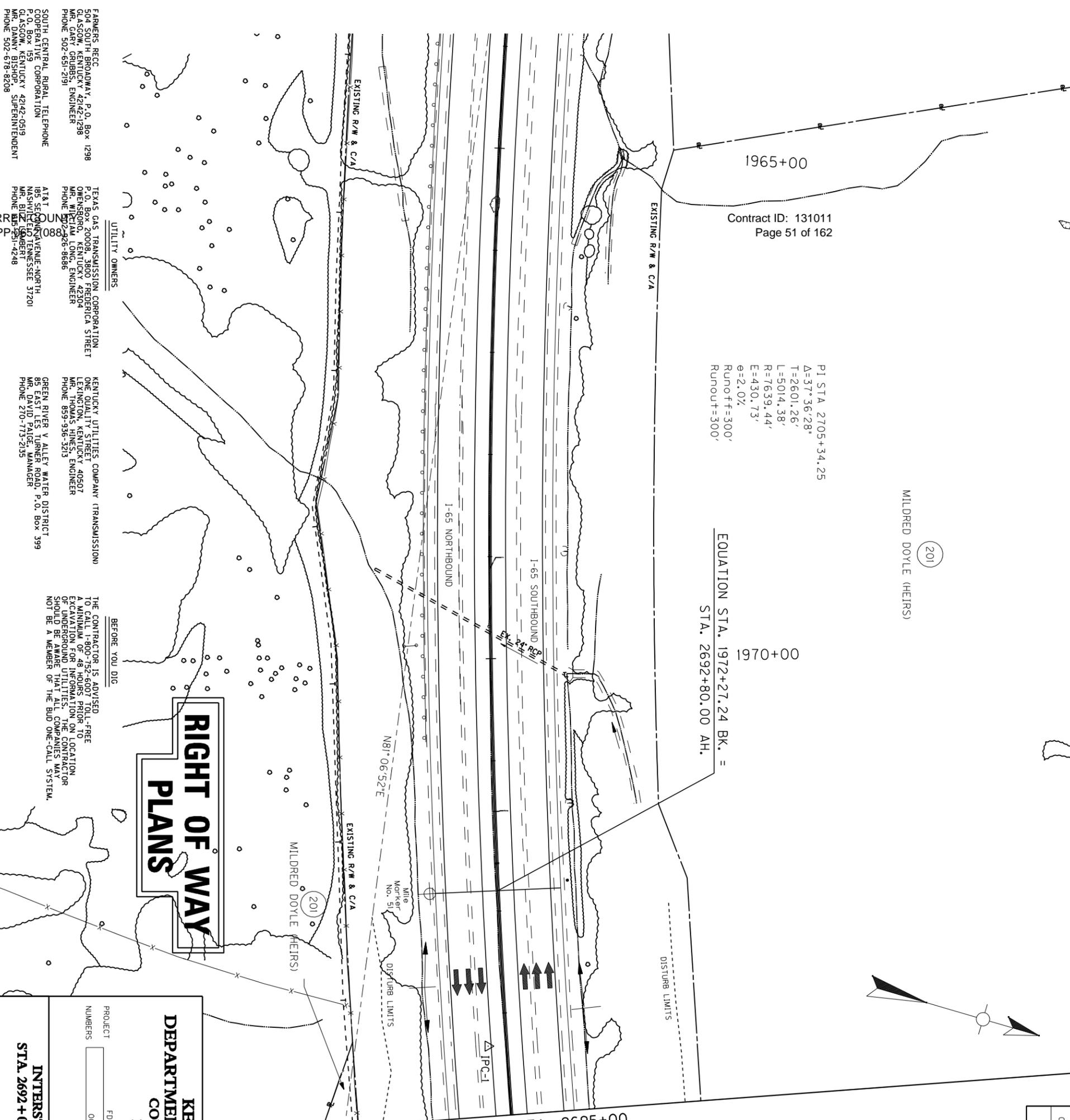
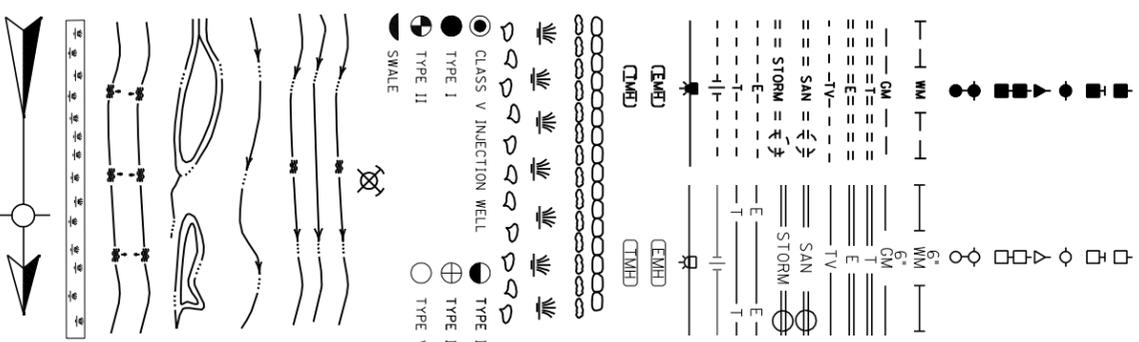
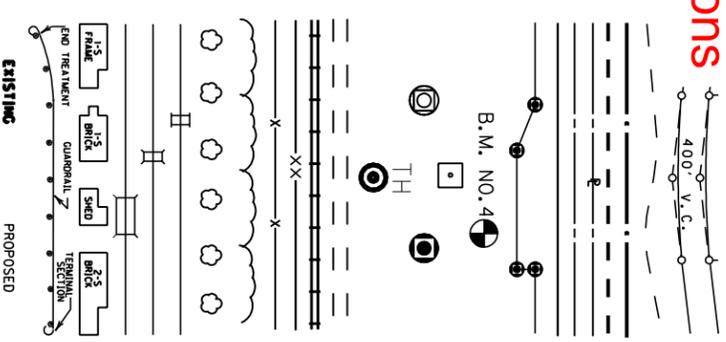
INTERMITTENT STREAM  
 OR DITCH

LAMPS ON PONDS

REGULATED FLOODWAY

FILTER DITCH

NORTH POINT



Contract ID: 131011  
 Page 51 of 162

PI STA 2705+34.25  
 $\Delta=37^{\circ}36'28''$   
 $T=2601.26'$   
 $L=5014.38'$   
 $R=7639.44'$   
 $E=430.73'$   
 $e=2.0\%$   
 $Runoff=300'$   
 $Runout=300'$

EQUATION STA. 1972+27.24 BK. =  
 STA. 2692+80.00 AH.

(201)  
 MILDRED DOYLE (HEIRS)

**RIGHT OF WAY  
 PLANS**

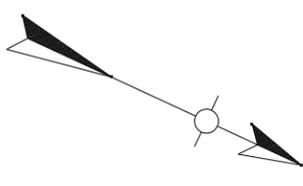
BEFORE YOU DIG  
 THE CONTRACTOR IS ADVISED  
 TO CALL 800-4-A-DIG PRIOR TO  
 EXCAVATION FOR INFORMATION ON LOCATION  
 OF UNDERGROUND UTILITIES. THE CONTRACTOR  
 SHOULD BE AWARE THAT ALL COMPANIES MAY  
 NOT BE A MEMBER OF THE 800-4-A-DIG SYSTEM.

**KENTUCKY  
 DEPARTMENT OF HIGHWAYS  
 COUNTIES OF  
 BARREN**

PROJECT FDS2 I21 SW99 077D  
 NUMBERS 000NH 00652 053

**INTERSTATE 65 PLANS  
 STA 2692+00 TO STA 2695+00  
 SCALE 1"=50'**

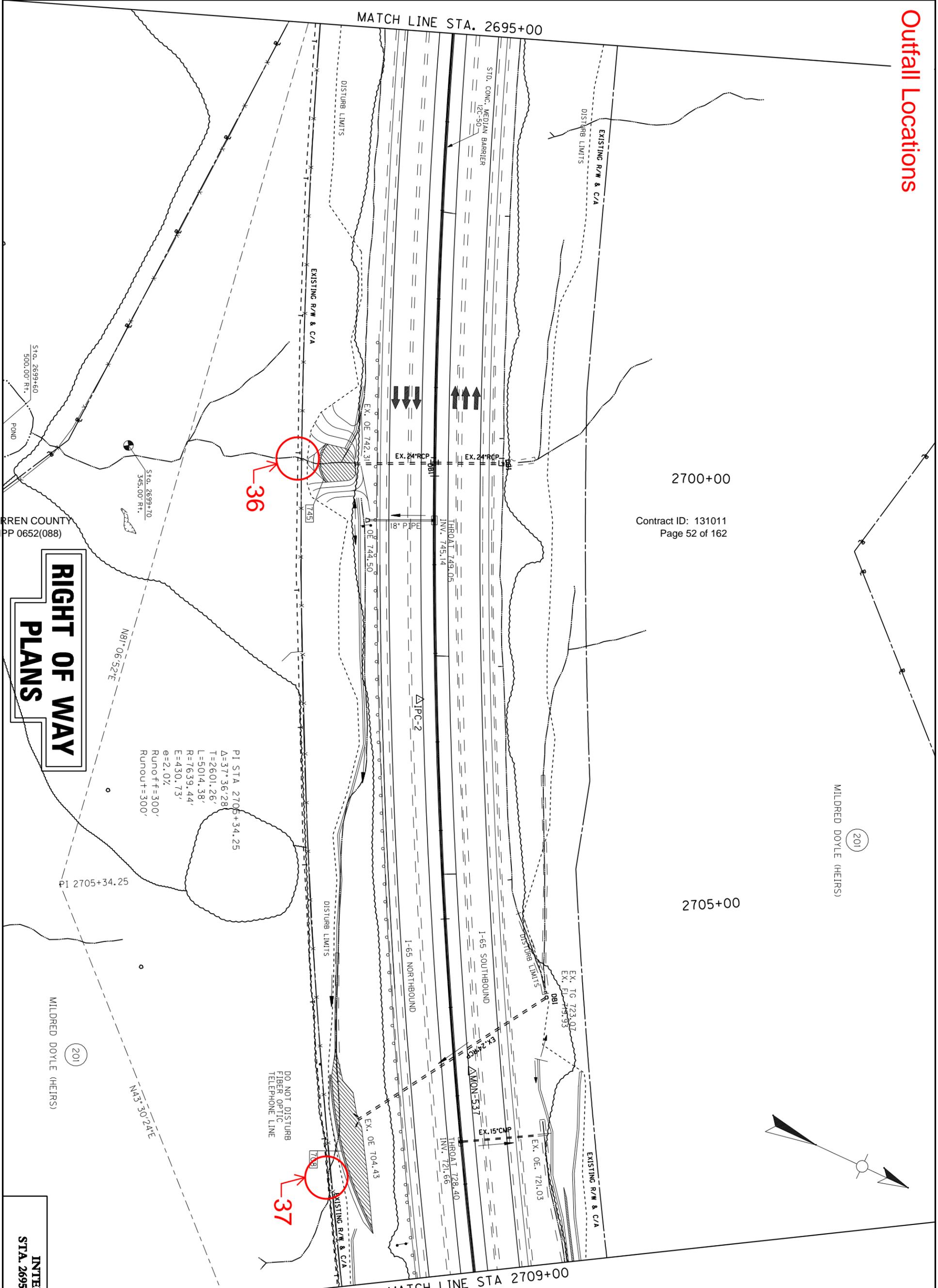
COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-34



2700+00  
 Contract ID: 131011  
 Page 52 of 162

MATCH LINE STA. 2695+00

MATCH LINE STA 2709+00



**RIGHT OF WAY  
 PLANS**

INTERSTATE 65 PLANS  
 STA. 2695 + 00 TO STA. 2709 + 00  
 SCALE 1"=50'

BARREN COUNTY  
 NHPP 0652(088)

(201)  
 MILDRED DOYLE (HEIRS)

PI 2705+34.25

(201)  
 MILDRED DOYLE (HEIRS)

N43°30'24"E

N81°06'52"E

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-38
REVISED PLAN DATE: MAR 24, 2011		

2710+00

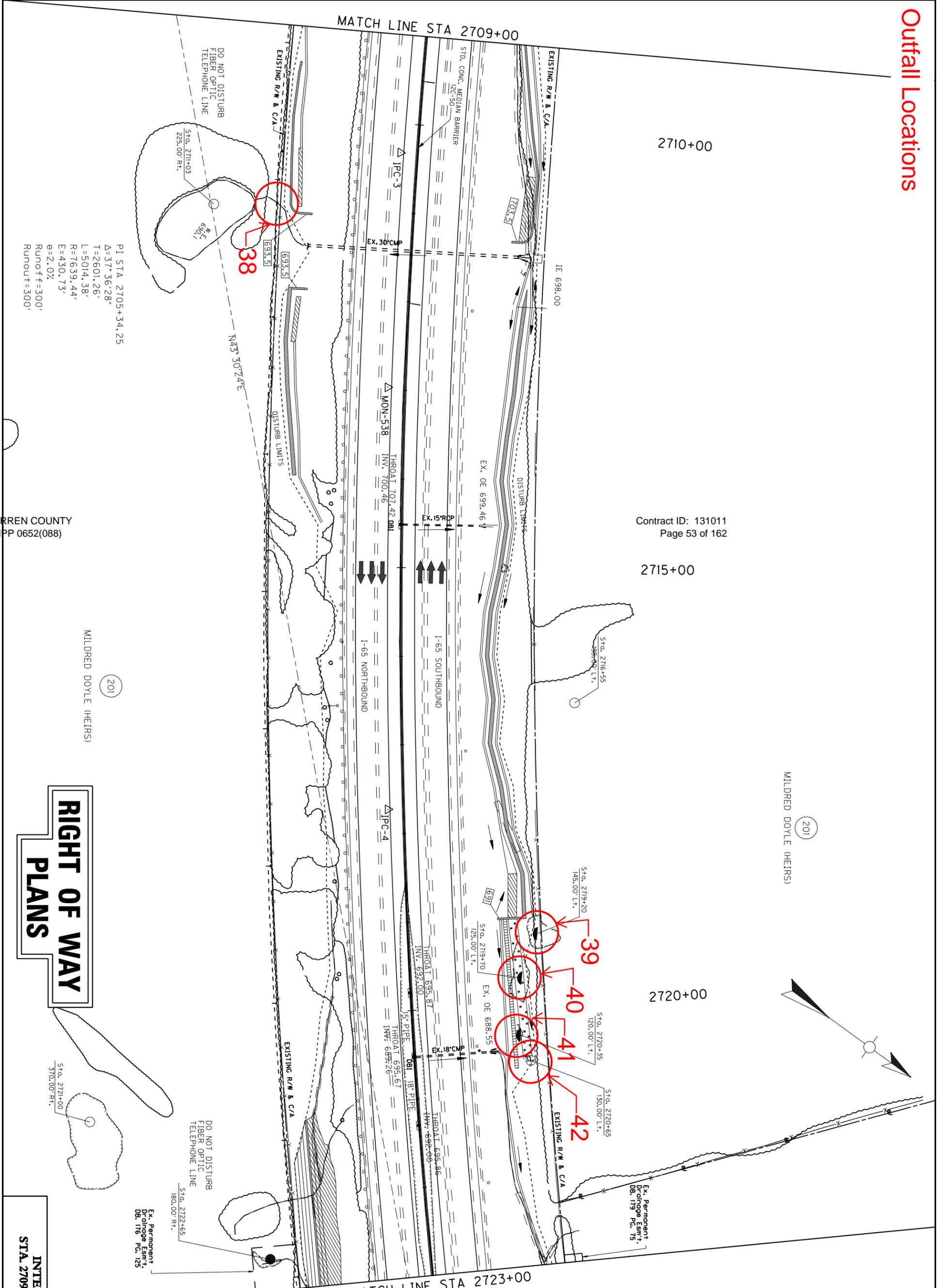
Contract ID: 131011  
Page 53 of 162

2715+00

2720+00

MATCH LINE STA 2709+00

MATCH LINE STA 2723+00



PI STA 2705+34.25  
 $\Delta=37^{\circ}36'28''$   
 $T=2601.26'$   
 $L=5014.38'$   
 $R=7639.44'$   
 $E=430.73'$   
 $e=2.0\%$   
 $Runoff=300'$   
 $Runout=300'$

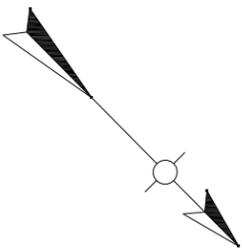
BARREN COUNTY  
NHPP 0652(088)

MILDRED DOYLE (HEIRS)

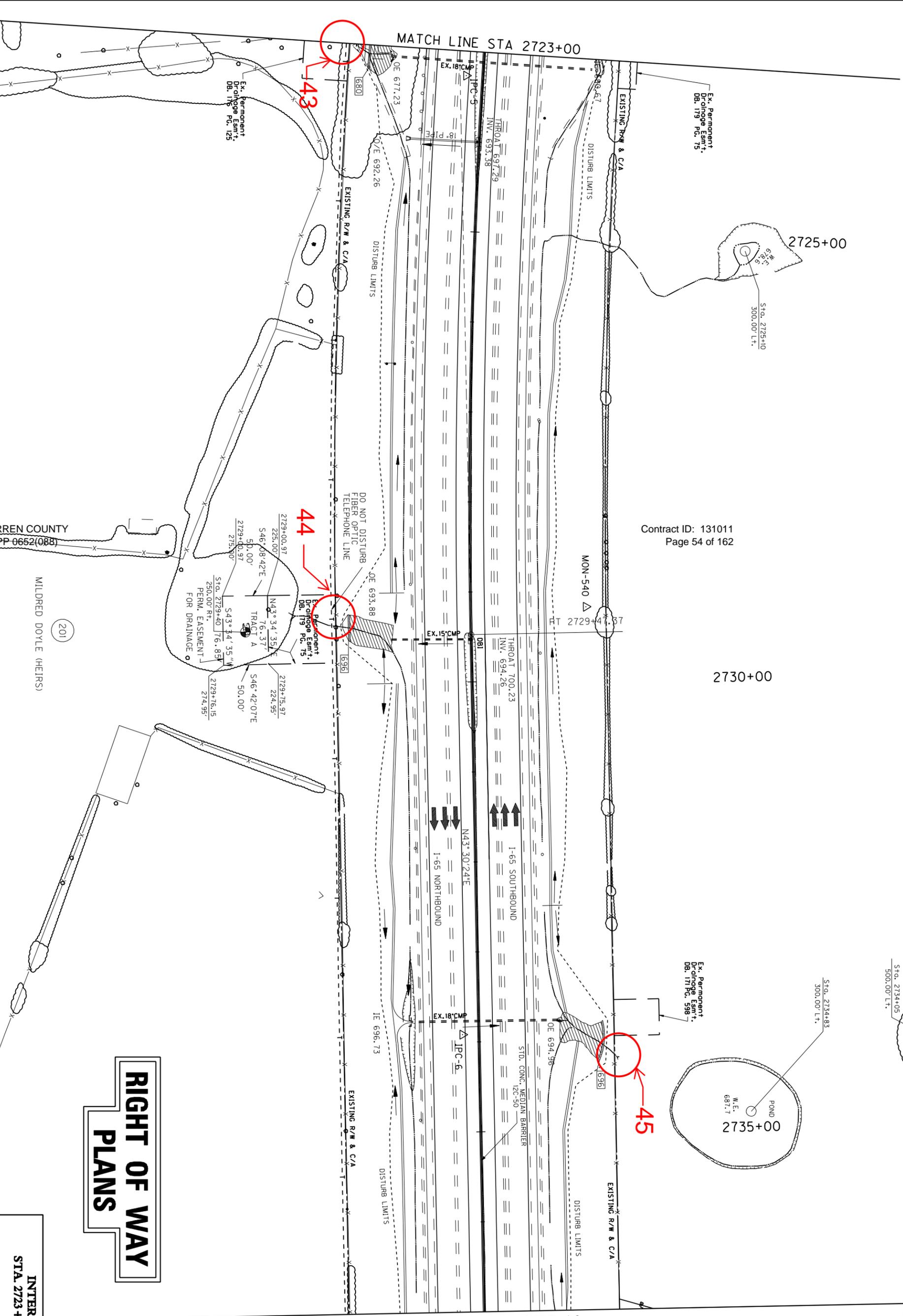
MILDRED DOYLE (HEIRS)

**RIGHT OF WAY  
PLANS**

INTERSTATE 65 PLANS  
STA 2709 + 00 TO STA 2723 + 00  
SCALE 1"=50'



Contract ID: 131011  
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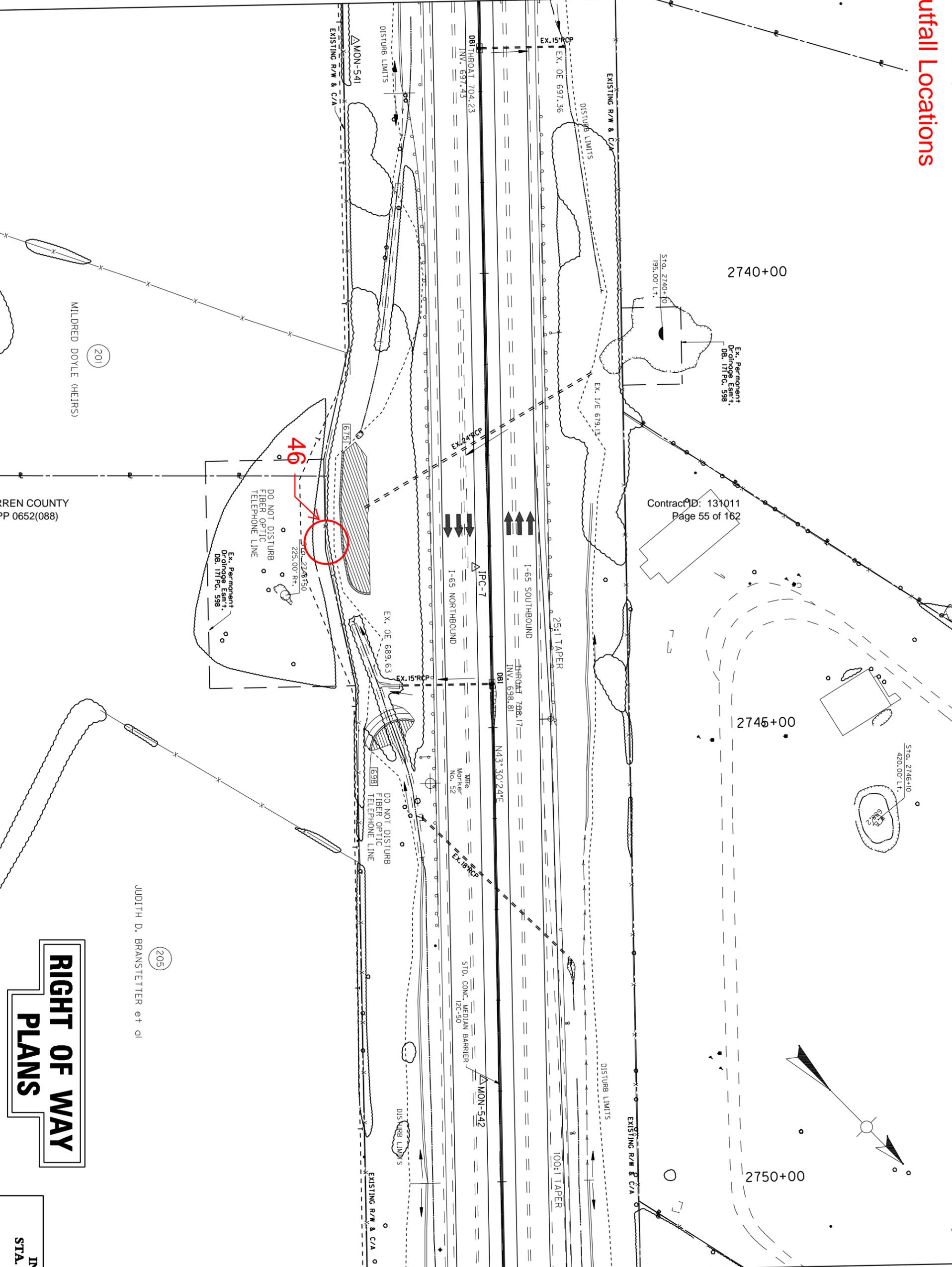


**RIGHT OF WAY  
PLANS**

INTERSTATE 65 PLANS  
STA 2723 + 00 TO STA 2737 + 00  
SCALE 1"=50'

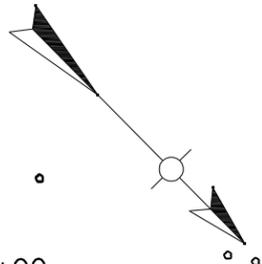
BARREN COUNTY  
NHPP 0652(088)  
MILDRED DOYLE (HEIRS)  
201

MATCH LINE STA 2737+00



MATCH LINE STA 2751+00

Contract ID: 131011  
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COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-42

REVISED PLAN DATE: MAR 24, 2011

**RIGHT OF WAY  
PLANS**

JUDITH D. BRANSTETTER et al

INTERSTATE 65 PLANS  
STA 2737+00 TO STA 2751+00  
SCALE 1"=50'

BARREN COUNTY  
NHPP 0652(088)

MILDRED DOYLE (HEIRS)

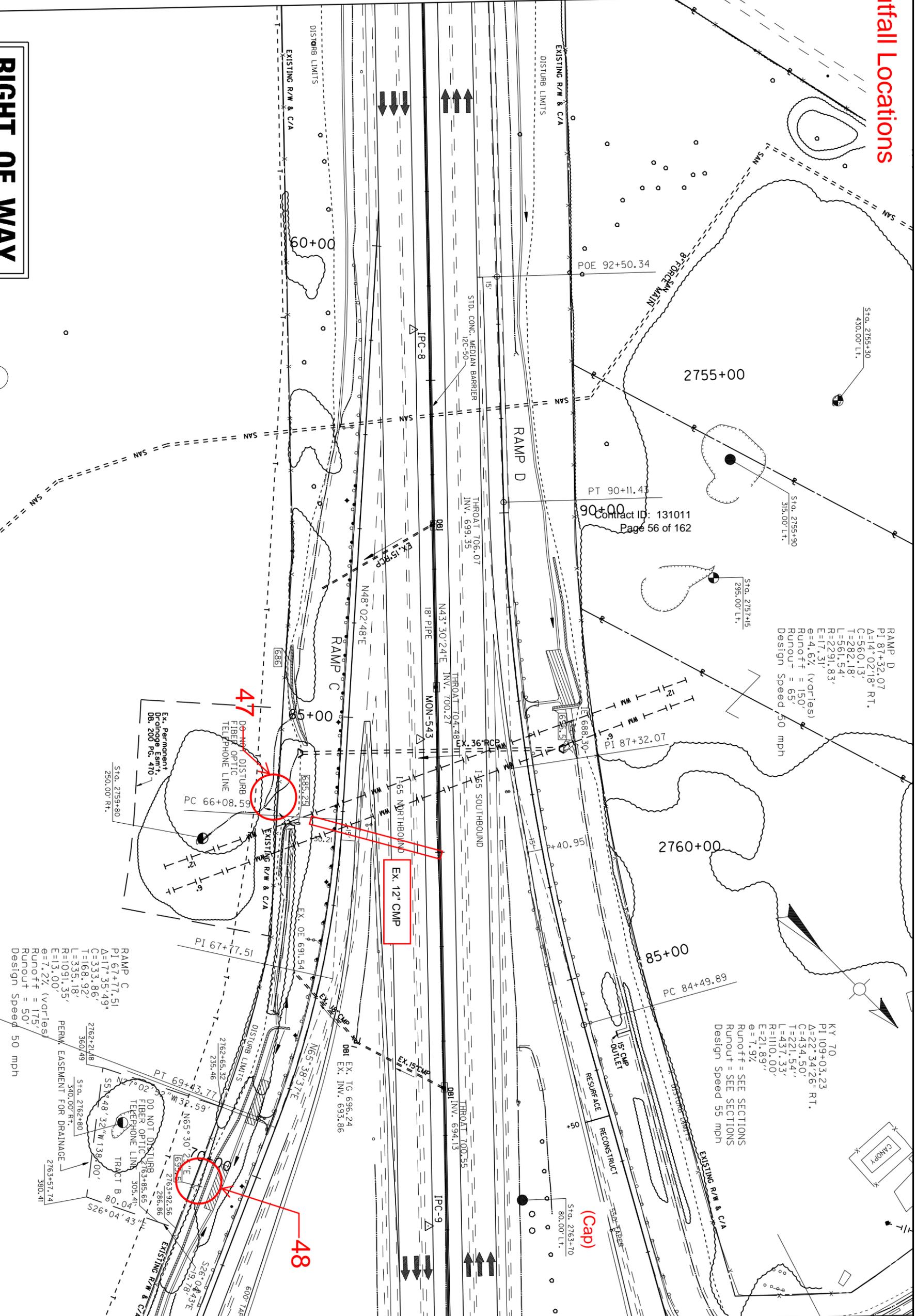
MATCH LINE STA 2751+00

RIGHT OF WAY PLANS

JUDITH D. BRANSTETTER et al

205

BARREN COUNTY NHPP 0652(088)



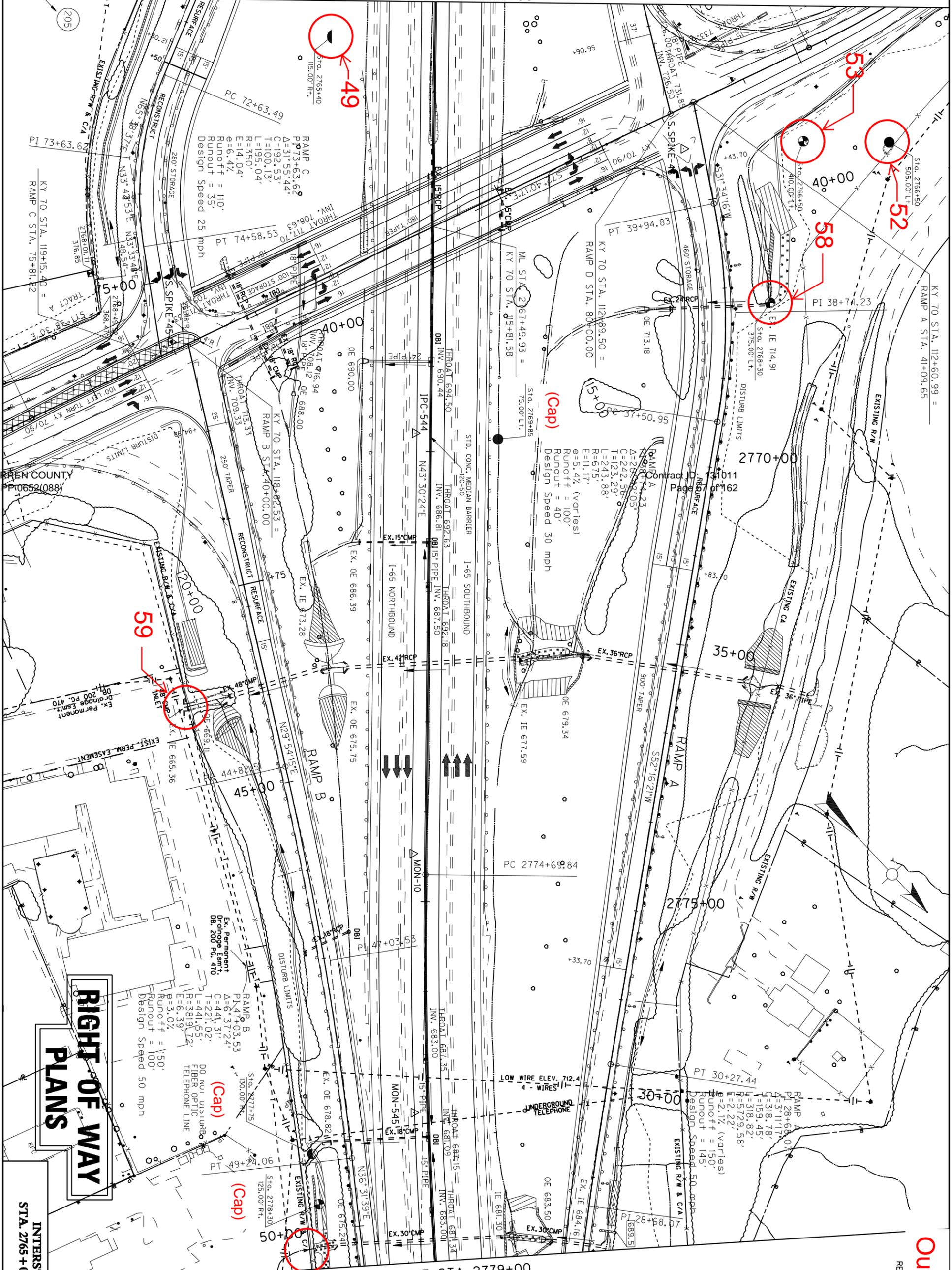
MATCH LINE STA 2765+00

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-44

REVISED PLAN DATE: MAR 24, 2011

INTERSTATE 65 PLANS STA 2751+00 TO STA 2765+00 SCALE 1"=50'

MATCH LINE STA 2765+00



# Outfall Locations

REVISED PLAN DATE: MAR 24, 2011

## RIGHT OF WAY PLANS

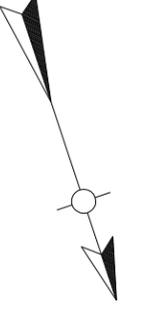
INTERSTATE 65 PLANS  
STA. 2765+00 TO STA. 2779+00  
SCALE 1"=50'

Contract ID: 131011  
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BARREN COUNTY  
NHPP 0652(088)



COUNTY OF	ITEM NO.	SHEET NO.
BAREN	3-13.00	R



WILLIAM T. AUSTIN (227)

2795+00

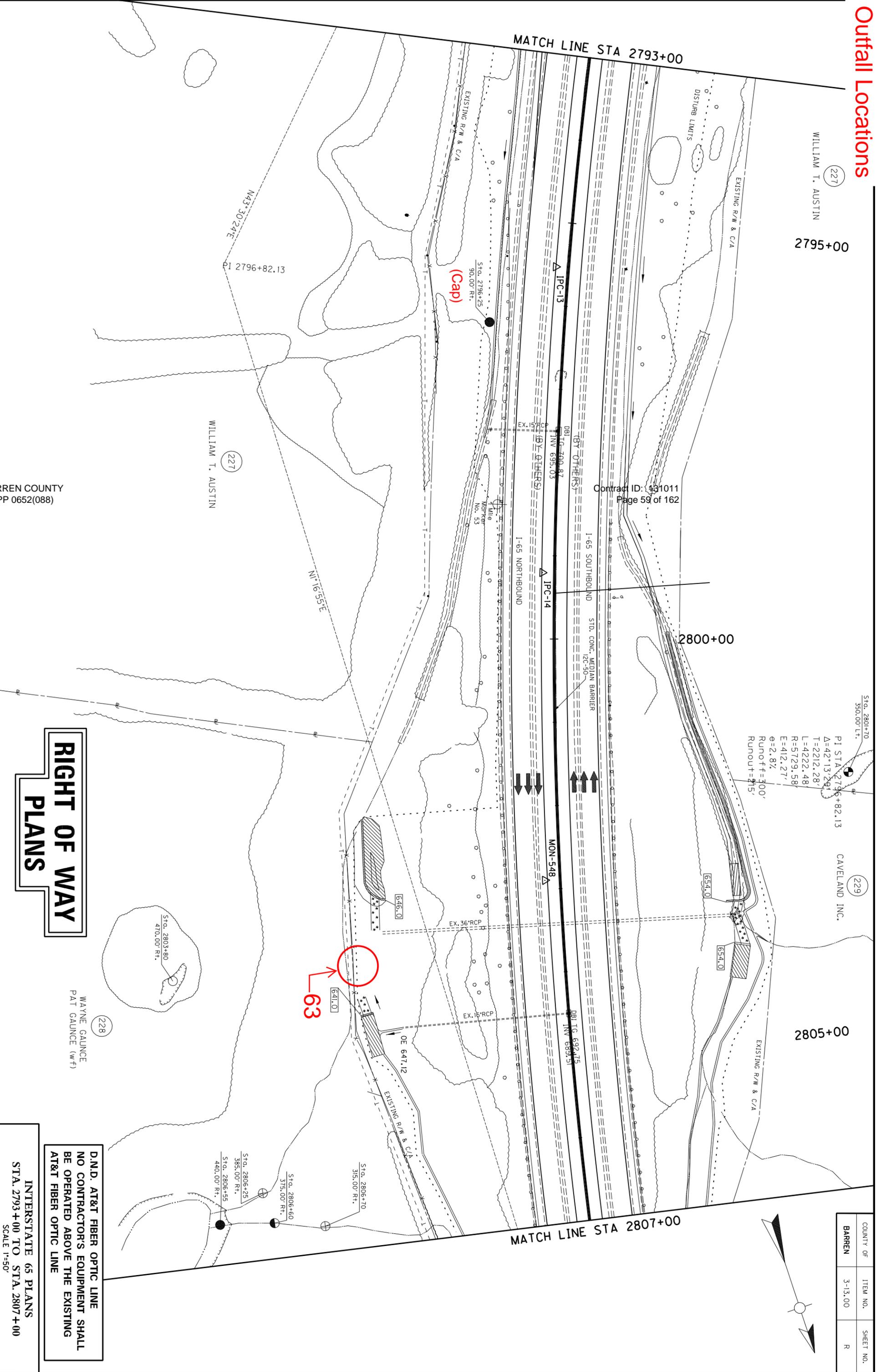
CAVELAND INC. (229)

2805+00

MATCH LINE STA 2793+00

MATCH LINE STA 2807+00

Contract ID: 131011  
Page 59 of 162



**RIGHT OF WAY PLANS**

**D.N.D. AT&T FIBER OPTIC LINE  
NO CONTRACTOR'S EQUIPMENT SHALL  
BE OPERATED ABOVE THE EXISTING  
AT&T FIBER OPTIC LINE**

INTERSTATE 65 PLANS  
STA. 2793+00 TO STA. 2807+00  
SCALE 1"=50'

BAREN COUNTY  
NHPP 0652(088)

# Outfall Locations

CAVELAND INC. (229)

RON RITTER (230)

WAYNE GAUNCE (228)  
PAT GAUNCE (w/f)

MARY WRIGHT LAIRD (231)

PI STA 2796+82.13  
 $\Delta=42^{\circ}13'29''$   
 $T=2212.28'$   
 $L=4222.48'$   
 $R=5729.58'$   
 $E=412.27'$   
 $\theta=2.8\%$   
 Runoff=300'  
 Runout=215'

Contract ID: 131011  
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MATCH LINE STA 2807+00

MATCH LINE STA 2821+00

2810+00

2815+00

2820+00

MON-550

MON-549

I-65 SOUTHBOUND

I-65 NORTHBOUND

IPC-16

IPC-15

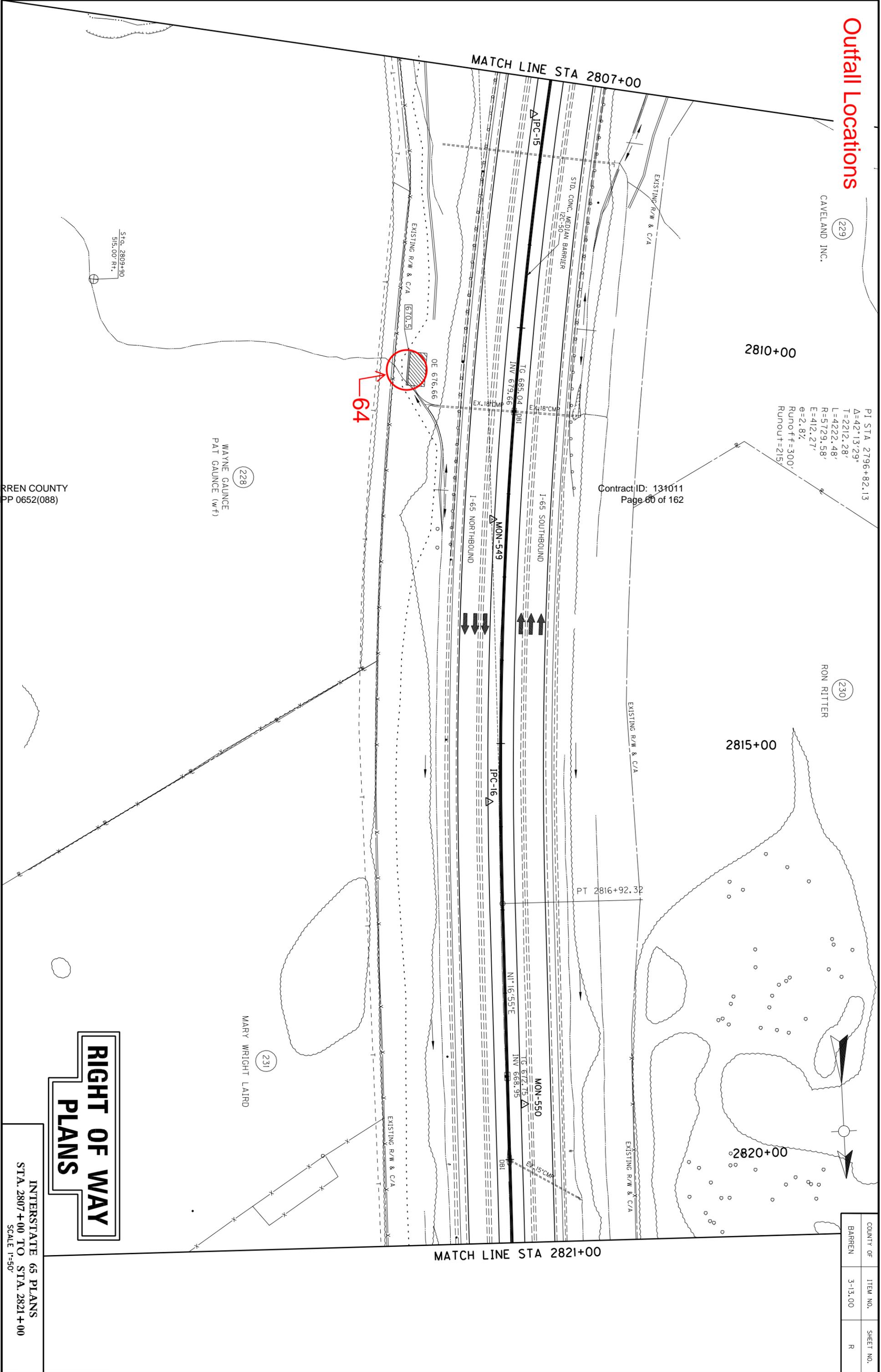
64

**RIGHT OF WAY**  
**PLANS**

INTERSTATE 65 PLANS  
 STA. 2807+00 TO STA. 2821+00  
 SCALE 1"=50'

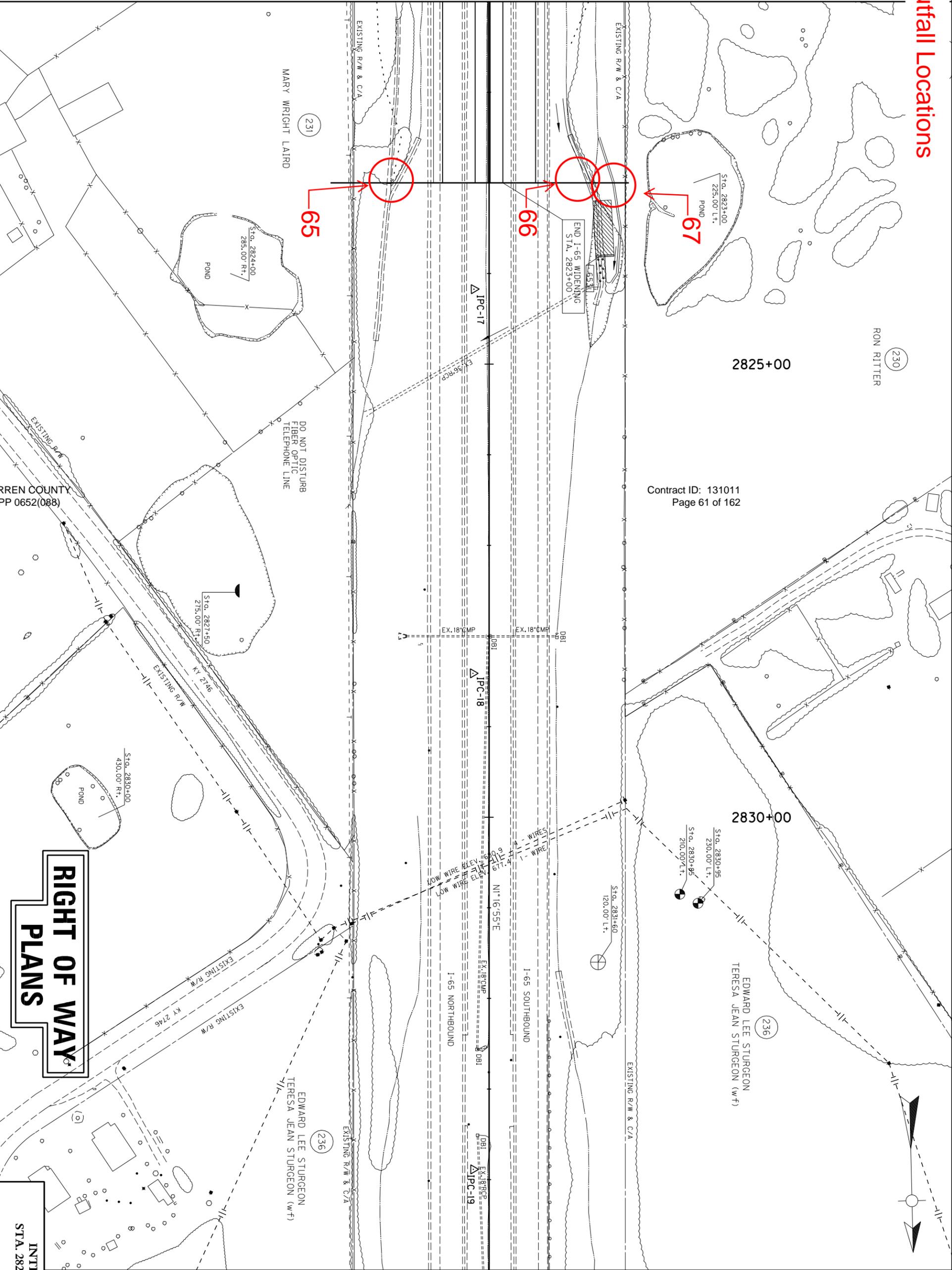
BARREN COUNTY  
 NHPP 0652(088)

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R



**Outfall Locations**

MATCH LINE STA 2821+00



Contract ID: 131011  
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BARREN COUNTY  
NHPP 0652(088)

**RIGHT OF WAY  
PLANS**

INTERSTATE 65 PLANS  
STA. 2821+00 TO STA. 2835+00  
SCALE 1"=50'

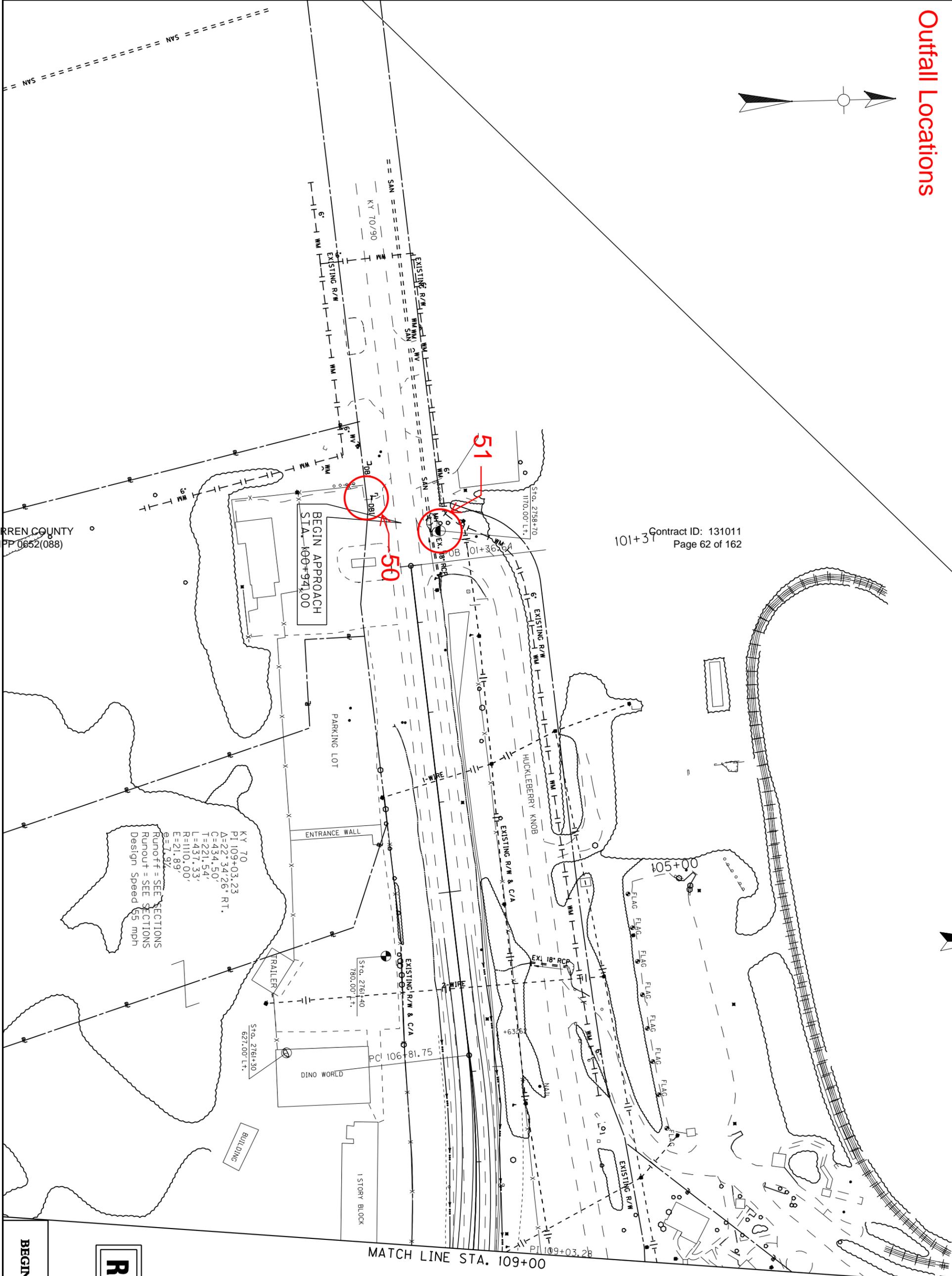
MATCH LINE STA 2835+00

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R



101+31 Contract ID: 131011  
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BARREN COUNTY  
NHPP 0652(088)



KY 70  
PI 109+03.23  
A=22.34/26° RT.  
C=434.50'  
T=221.54'  
L=437.33'  
R=1110.00'  
E=21.89'  
e=7.97%

Runoff = SEE SECTIONS  
Runout = SEE SECTIONS  
Design Speed 55 mph

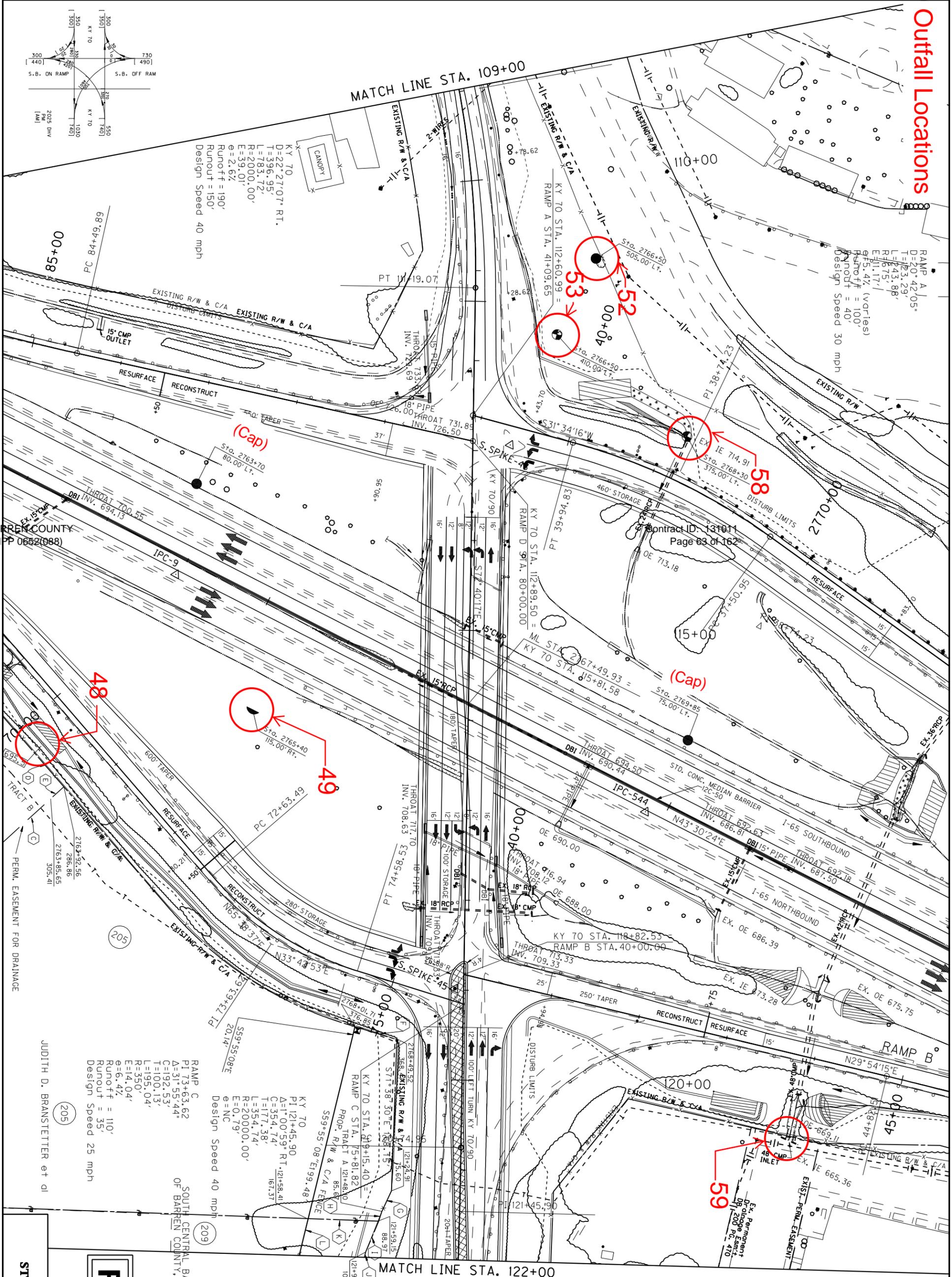
**RIGHT OF WAY  
PLANS**

KY 70 / KY 90  
BEGIN APPROACH TO STA. 109+00  
SCALE 1"=50'

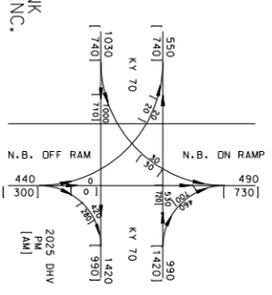
COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-50

REVISED PLAN DATE: MAR 24, 2011

COUNTY OF	ITEM NO.	SHEET NO.
BAREN	3-13.00	R-52
REVISED PLAN DATE: MAR 24, 2011		

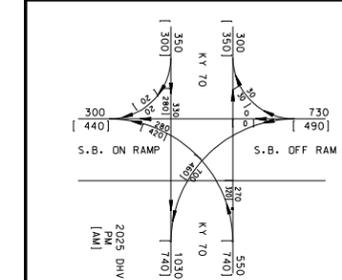


- ⓐ S26°04'43"E 80.04'
- ⓑ N65°30'25"E 137.23'
- ⓒ S26°04'43"E 19.78'
- ⓓ N33°33'48"E 48.54'
- ⓔ S48°38'09"E 25.20'
- ⓕ S57°26'11"E 11.49'
- ⓖ S50°45'53"E 37.30'
- ⓗ S61°14'22"E 65.59'
- ⓓ S18°24'57"W 78.40'
- ⓓ S59°55'08"E 95.08'



**RIGHT OF WAY PLANS**

**KY 70 / KY 90  
STA. 109+00 TO STA. 122+00  
SCALE 1"=50'**



BAREN COUNTY  
NHPP 0652(088)

JUDITH D. BRANSTETTER et al

SOUTH CENTRAL BANK  
OF BAREN COUNTY, INC.

Contract ID: 131011  
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RAMP A  
D=20'42.05'  
T=23.29'  
L=43.88'  
R=675'  
E=11.17'  
e=5.47% (varies)  
Runoff = 100'  
Runout = 40'  
Design Speed 30 mph

KY 70  
D=22'27.07' RT.  
T=396.95'  
L=1424.72'  
R=2000.00'  
E=39.01'  
e=2.67%  
Runoff = 190'  
Runout = 150'  
Design Speed 40 mph

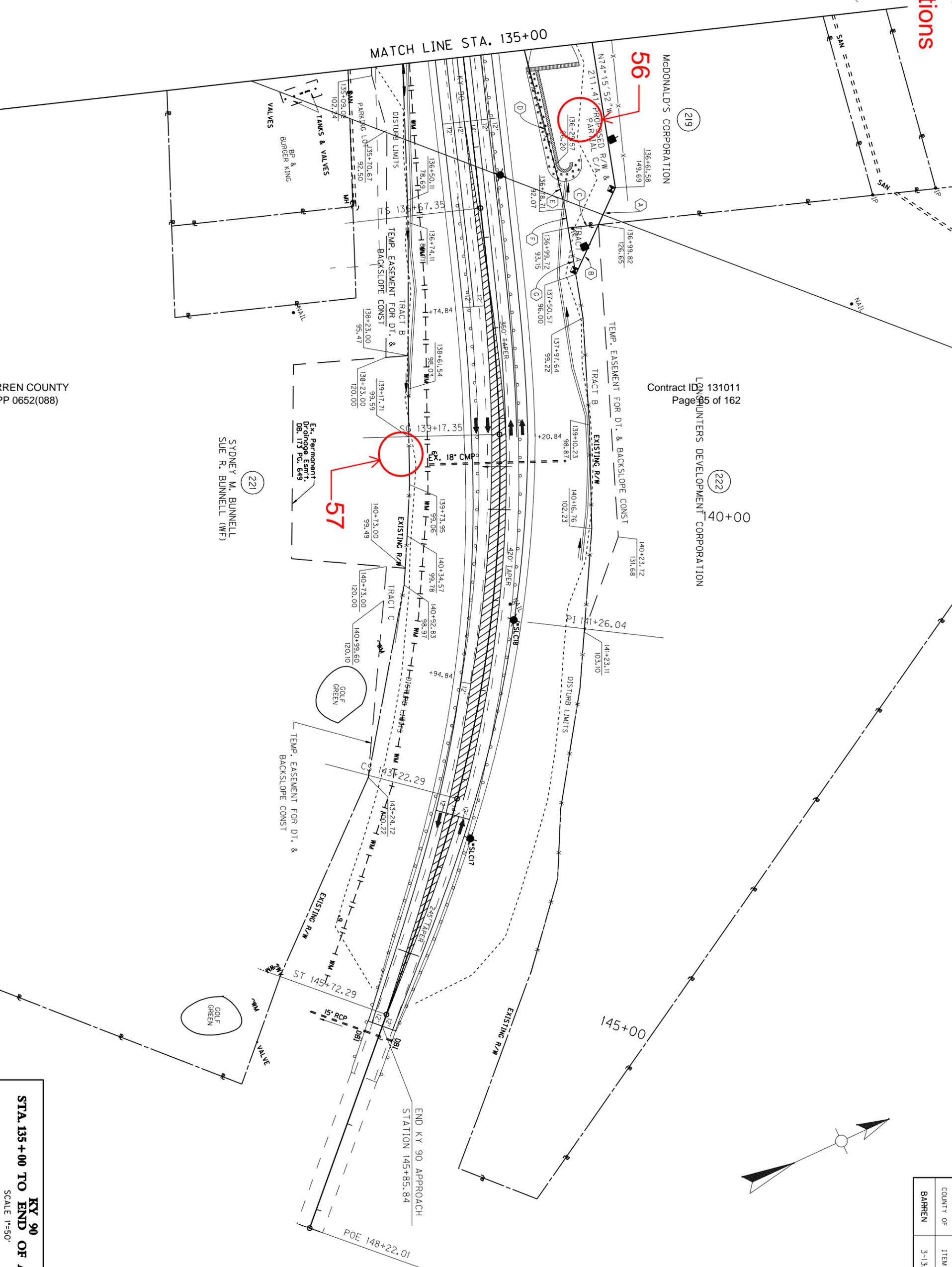
RAMP C  
PI 73+63.62  
Δ=31'55.44'  
C=192.53'  
T=100.13'  
L=195.04'  
R=350.0'  
E=14.04'  
e=6.47%  
Runoff = 110'  
Runout = 35'  
Design Speed 25 mph

KY 70  
PI 121+45.90  
Δ=1'00.59" RT. 121+58.41'  
C=354.74'  
T=177.38'  
L=354.74'  
R=2000.00'  
E=0.79'  
e=NC  
Design Speed 40 mph



# Outfall Locations

- (A) S40° 41' 02" E 44.82'
- (B) S40° 41' 02" E 60.06'
- (C) N18° 36' 10" E 33.50'
- (D) N79° 52' 03" W 158.91'
- (E) N78° 27' 36" W 49.51'
- (F) N74° 31' 49" W 21.15'
- (G) N74° 31' 49" W 51.71'



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222  
40+00  
LONSUNTERS DEVELOPMENT CORPORATION

221  
SYDNEY M. BUNNELL  
SUE R. BUNNELL (WF)

57  
Ex. Permanent  
Drainage Easmt.  
DB. 173 Pg. 649

56  
MCDONALD'S CORPORATION  
211.41  
PROPOSED R/W &  
PARALLEL C/A

MATCH LINE STA. 135+00

TEMP. EASEMENT FOR DT. &  
BACKSLOPE CONST

END KY 90 APPROACH  
STATION 145+85.84

TEMP. EASEMENT FOR DT. &  
BACKSLOPE CONST

KY 90  
STA. 135+00 TO END OF APPROACH  
SCALE 1"=50'

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-56

BARREN COUNTY  
NHPP 0652(088)

KYTC BMP Plan for Contract ID #####



**Kentucky Transportation Cabinet**

**Highway District 3**

**And**

\_\_\_\_\_ **(2)**, Construction

**Kentucky Pollutant Discharge Elimination System  
Permit KYR10  
Best Management Practices (BMP) plan**

**Groundwater protection plan**

**For Highway Construction Activities**

**For**

**I-65 Widening in Barren County**

**Contract ID ##### (2)**

**Six Year Plan Item 3-13.00**

KYTC BMP Plan for Contract ID #####

**Project Information**

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

1. Owner – Kentucky Transportation Cabinet, District 3
2. Resident Engineer: (2)
3. Contractor Name: (2)  
    Address: (2)  
    Phone number: (2)  
    Contact: (2)  
    Contractor's agent responsible for compliance with the KPDES  
    permit requirements: (3)
4. Contract ID Number: (2)
5. Route (Address): I-65, Barren, KY
6. Latitude/Longitude (project mid-point) 37 °7' 18"N, 86° 0' 0"W
7. County (project mid-point): Barren County
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Contract ID #####

**1.0 SITE DESCRIPTION.**

- 1) Nature of construction activity (from letting project description). Widening of both north and south bound lanes on I-65 from two lanes to three lanes for approximately 5.2 miles in Barren County.
- 2) Order of major soil disturbing activities. (2) and (3)
- 3) Projected volume of material to be moved. (1)
- 4) Estimate of total project area (acres). 226.9 acres
- 5) Estimate of area to be disturbed (acres). 109.8 acres
- 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. (1)
- 7) Data describing existing soil condition. According to the US Agriculture Soil Survey for this area, the soils consist of 0.3% Baxter cherty silt loam, 15.5% Caneyville very rocky silty clay loam, 7.4% Caneyville very rocky silty clay, 1.5% Christian cherty loam, 1.5% Christian cherty sandy clay loam, 3.3% Christian silt loam, 4.8% Christian silty clay loam, 6.3% Crider silt loam, 7.3% Cumberland cherty silt loam, 1.5% Cumberland cherty silty clay, 6.5% Fredonia very rocky silty clay loam, 14.4% Fredonia very rocky silty clay, 1.6% Hamblen silt loam, 6.1% Nolichucky fine sandy loam, 1.6% Pembroke silt loam, 6.3% Pembroke silty clay loam, 11.6% Rock land, 0.1% Weikert and Ramsey stony soils, 0.6% Caneyville silty clay loam, and 0.2% Rock outcrop.
- 8) Data describing existing discharge water quality (if any). Existing discharge is in the form of point discharges with little to no BMPs associated with them.
- 9) Receiving water name. Turnhole Spring of the Underground River System
- 10) TMDLs and Pollutants of Concern in Receiving Waters. There are no TMDLs on Turnhole Spring. However, Turnhole Spring is an outstanding state resource water, so habitat and hydrology are important.
- 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 and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

KYTC BMP Plan for Contract ID #####

## 2.0 SEDIMENT AND EROSION CONTROL MEASURES.

**2.1 Erosion Control Sheets.** 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.

The following non-structural BMPs will be implemented throughout the project duration:

- Sediment control BMPs will be maintained when the sediment reaches 1/3 the depth of the BMP.
- Appropriate stock of straw erosion control blanket (ECB) and straw bales shall be available onsite at all times.
- Straw ECB or seeding mulched with blown straw followed by crimping shall be applied within 7 days of the cessation of the land disturbing activity. If blown straw is used, the blower and crimping equipment shall be kept on-site during land disturbing activities. Using a tackifier is an acceptable alternative if vehicle/equipment access is limited.
- Disturbed areas shall be stabilized prior to a forecasted rain event.
- EPSC/SWPPP inspections shall be performed at least twice a week.

**2.2 Annotations.** 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 onset 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 BMPs 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 BMPs in place before being disturbed.

**2.3 Disturbed Drainage Areas.** As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:

- A) Construction Access.** This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with straw ECB or straw followed by crimping and designated construction entrances will be installed.
- B) Sources.** 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

KYTC BMP Plan for Contract ID #####

pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

**C) Clearing and Grubbing.** The following BMPs will be considered and used where appropriate.

- 1) Leaving areas undisturbed when possible.
- 2) Silt Basins to provide silt volume for large areas.
- 3) Silt Traps Type A for small areas.
- 4) Silt Traps Type C in front of existing and drop inlets which are to be saved.
- 5) Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
- 6) Brush and/or other barriers to slow and/or divert runoff.
- 7) Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
- 8) Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
- 9) Non-standard or innovative methods.
- 10) Spill Containment Areas to protect sinkholes and outfalls.

**D) Cut and Fill and Placement of Drainage Structures.** The BMP Plan will be modified to show additional BMPs such as:

- 1) Silt Traps Type B in ditches and/or drainways as they are completed.
- 2) Silt Traps Type C in front of pipes after they are placed.
- 3) Channel Lining
- 4) Erosion Control Blanket
- 5) ECB and/or straw, seeding and crimping for areas where construction activities will be ceased for seven days or more.
- 6) Non-standard or innovative methods.
- 7) Turf reinforcement mats

**E) Profile and X-Section in Place.** The BMP Plan will be modified to show elimination of BMPs which had to be removed and the addition of new BMPs as the roadway was shaped. Probably changes include:

- 1) 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.
- 2) Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
- 3) Additional Channel Lining and/or Erosion Control Blanket and/or Turf Reinforcement Mats.
- 4) Temporary Mulch and/or seeding for areas where construction activities will be ceased for seven days or more.

KYTC BMP Plan for Contract ID #####

**F) Finish Work (Paving, Seeding, Protect, etc.).** A final BMP Plan will result from modifications during this phase of construction. Probable changes include:

- 1) Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMPs which are sufficient to control erosion, i.e. Erosion Control Blanket, Turf Reinforcement Mats or Permanent Seeding and Protection on moderate grades.
- 2) Permanent Seeding and Protection.
- 3) Placing Sod.
- 4) Planting trees and/or shrubs where they are included in the project.

**G) Post Construction.** BMPs including Stormwater Management Devices such as velocity dissipation devices and Karst policy BMPs to be installed during construction to control the pollutants in stormwater discharges that will occur after construction has been completed are:

- Turf reinforcement mats: TRMs will be used in areas of concentrated flow within the project limits.
- Filter ditches: Filter ditches are grass swales placed at the outlets of some of the spill containment areas to promote infiltration and vegetative filtering.
- Spill containment areas: Detention/containment basins for capturing accidental spills on the newly constructed roadway will be provided in accordance with KYTC's Design Policy.

**3.0 OTHER CONTROL MEASURES.**

- 1) Solid Materials. 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.

KYTC BMP Plan for Contract ID #####

- 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 are 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. (3)

**2.4 Good Housekeeping.** The following good housekeeping practices will be followed onsite during the construction project.

- 1) An effort will be made to store only enough product required to do the job.
- 2) 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.
- 3) Products will be kept in their original containers with the original manufacturer's label.
- 4) Substances will not be mixed with one another unless recommended by the manufacturer.
- 5) Whenever possible, all of the product will be used up before disposing of the container.
- 6) Manufacturers' recommendations for proper use and disposal will be followed
- 7) The site contractor will inspect daily to ensure proper use and disposal of materials onsite.

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

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

**2.6 The following product-specific practices will be followed onsite:**

- A) **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

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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.

- B) 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.
- C) 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.
- D) 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.
- E) 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:
  - 1) 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.
  - 2) 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.
  - 3) All spills will be cleaned up immediately after discovery.
  - 4) The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
  - 5) Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
  - 6) The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
  - 7) Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations. Spills will be addressed in the "dry", and will not be "washed away" to clean.

**4.0 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. Other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if

KYTC BMP Plan for Contract ID #####

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.

(1)

**5.0 MAINTENANCE.** 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 twice a week and post rain event inspections with action being taken by the contractor to correct deficiencies within three working days.

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. Post-construction BMP maintenance will be covered in the cabinets MS4 permit under MCM 5 activities.

**6.0 INSPECTIONS.** Inspection and maintenance practices that will be used to maintain erosion and sediment controls:

- 1) All erosion prevention and sediment control measures will be inspected by the Contractor at least twice each week.
- 2) Inspections will be conducted by individuals that have received Kentucky Erosion Prevention and Sediment Control (KEPSC) training or other qualification as prescribed by the Cabinet that includes instruction concerning sediment and erosion control.
- 3) Inspection reports will be written, signed, dated, and kept on file.
- 4) Stabilization of disturbed areas shall be performed within 7 days of the cessation of the land disturbing activity.
- 5) Disturbed areas shall be stabilized prior to a forecasted rain event.
- 6) Sediment control BMPs will be maintained when the sediment reaches 1/3 the depth of the BMP.
- 7) All measures will be maintained in good working order. If a repair is necessary, it will be initiated within 24 hours of being reported and completed within three working days.
- 8) Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- 9) 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.
- 10) 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.
- 11) 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.

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**7.0 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:

- 1) Water from water line flushings.
- 2) Water form cleaning concrete trucks and equipment.
- 3) Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- 4) 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.

**8.0 GROUNDWATER PROTECTION PLAN.**

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

Contractor’s statement: (3)

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

\_\_\_\_\_ (e) Land treatment or land disposal of a pollutant;

\_\_\_\_\_ (f) Storing, treating, disposing, or related handling of hazardous waste, solid waste or special waste, or special waste in landfills, incinerators, surface impoundments, 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);

\_\_\_\_\_ (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;

\_\_\_\_\_ (j) Storing or related handling of road oils, dust suppressants, or deicing agents at a central location;

\_\_\_\_\_ (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);

\_\_\_\_\_ (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

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\_\_\_\_\_ 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 3. 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) Groundwater plan activities will be inspected during the EPSC inspections
- (g) Certification (see signature page.)

KYTC BMP Plan for Contract ID #####

**Contractor and Resident Engineer Plan Certification**

The contractor that is responsible for implementing this BMP plan is identified in the Project Information section of this plan.

The following certification applies to all parties that are signatory to this BMP plan:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. Further, this plan complies with the requirements of 401 KAR 5:037. By this certification, the undersigned state that the individuals signing the plan have reviewed the terms of the plan and will implement its provisions as they pertain to ground water protection.

Contractor and Resident Engineer Certification:

(3)  
Signed \_\_\_\_\_ title \_\_\_\_\_ , \_\_\_\_\_  
*typed or printed name<sup>1</sup> signature*

(2)  
Signed \_\_\_\_\_ title \_\_\_\_\_ , \_\_\_\_\_  
*typed or printed name<sup>2</sup> signature*

1. *Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 300 Fair Oaks Lane, Frankfort, Kentucky 40601. Reference the Contract ID number and KPDES number when one has been issued.*
2. *KYTC Note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 300 Fair Oaks Lane, Frankfort, Kentucky 40601 Reference the Contract ID number and KPDES number when one has been issued.*

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**Sub-Contractor Certification**

The following sub-contractor shall be made aware of the BMP plan and responsible for implementation of BMPs identified in this plan as follows:

Subcontractor Name:

Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed \_\_\_\_\_ title \_\_\_\_\_ , \_\_\_\_\_  
*typed or printed name' signature*

- 1. Sub Contractor Note: To be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 300 Fair Oaks Lane, Frankfort, Kentucky 40601. Reference the Contract ID number and KPDES number when one has been issued.*



**KPDES Individual Permit  
Application**

Widening I-65 in Barren County  
Item 3-13.00



July 7, 2011



## KPDES INDIVIDUAL PERMIT APPLICATION

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## KPDES INDIVIDUAL PERMIT

Widening I-65 in Barren County  
July 1, 2011

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### 1.0 Project Background

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The Kentucky Transportation Cabinet (KYTC) is proposing the widening of I-65 from four lanes to six lanes from the Park City interchange at KY-255 (MP 48.5) to just north of the Cave City interchange at KY-70 (MP 53.7). Being bifurcated, a section of I-65 will still be widened to the middle; however, due to the distances between the roadways, a median will still be maintained from approximate Station 1830+00 to approximate Station 1924+00. The remaining Stationing within this section of I-65 widening project will have a concrete barrier wall separating north bound and south bound lanes. The project also includes improvements to the interchange at KY-70 (Exit 53, Cave City, KY). The project site is located within KYTC District 3 in Barren County.

This stretch of highway has been ranked the 37<sup>th</sup> deadliest in the nation when crash data from 2004-2008 were analyzed. In an unpublished report to the Kentucky Field Office of the United States Fish and Wildlife Service for a five year review on Kentucky Cave Shrimp, crash data were analyzed between mile points 43 to 53, all within the Turnhole groundwater recharge basin. Between 2004 and 2008, 248 accidents were reported for this ten-mile stretch of road. It has a critical accident rate of 60.6 and a total accident rate of 51.3. This stretch of road has an average daily traffic of 33,100 vehicles per day and is expected to jump to 68,600 vehicles by 2025. More than half of the traffic is heavy trucks.

The I-65 alignment passes through an area rich in karst and sinkhole development. Outcrops excavated for previous highway construction exhibit jointing which has been widened by dissolution activity and may be partially to completely filled with clay and weathered limestone fragment material. Construction of the expanded highway will require the capping of some sinkholes in order to provide for safety concerns and slope stability, and the utilization of selected sinkholes and depressions as drainage receptacles. Numerous karst features exist within the project footprint (40), of which 19 are proposed to be capped for construction of the road.

KYTC will attempt to protect known karst resources by first avoiding these features to the extents possible by the limits of the project. No unnecessary disturbance will occur that is not indicated on the plans. Unfortunately, due to the placement of certain karst features within the construction limits, 19 sinkholes are proposed to be capped. The remaining known karst features will have best management practices (BMPs) and 100-foot buffers established around them prior to construction activities beginning, provided there is access to the feature and disturbance will occur in the feature's watershed. In the event that an area within the buffer will be disturbed, these areas will have appropriate erosion prevention and sediment control structures in place prior to disturbance. Should new karst features develop during construction or be discovered due to construction, these new features will be indicated on the working plans and actions will cease until proper BMPs are in place to protect the feature. Treatment of newly



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Widening I-65 in Barren County  
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discovered features will be supervised by the Resident Engineer. In the event that a major karst feature, such as a cave, is discovered, then construction activity will cease until the feature has been cleared by the proper regulatory agencies. Protection of water quality entering sinkholes insures the quality of area wells and sensitive karst systems like caves and springs for the protected Kentucky Cave Shrimp within the protected Turnhole groundwater recharge basin.

The Turnhole Spring (or Turnhole groundwater recharge basin) of the Underground River System is classified as a "special use water" by the Kentucky Division of Water, and more specifically an "outstanding state resource water" and "cold water aquatic habitat" as shown in 401 KAR 10:026. Due to this classification, special consideration during design, construction, and post-construction have and will be observed. These considerations include but, are not limited to, the use of enhanced best management practices (BMPs) during construction and installation of enhanced BMPs for post-construction.



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**2.0 Environmental Considerations**

This section describes the activities KYTC has implemented to address environmental concerns.

**2.1 SPECIAL CONSIDERATIONS**

**2.1.1 Environmentally Sensitive Features**

The environmentally sensitive feature for this project is the Turnhole Spring of the Underground River System, a “Cold Water Aquatic Habitat” and an “Outstanding State Resource Water”.

**2.1.2 Pollutants of Concern**

The main pollutant of concern for this project is sediment. The Turnhole Spring is accessible through the sinkholes on the project site. Sinkholes will be addressed specifically during the initial project phase when accessible. During the construction of this project, BMPs will be implemented to minimize sediment from the construction site.

**2.1.3 Threatened and Endangered Aquatic Species**

Kentucky Cave Shrimp (*Palaemonias ganteri*) are listed on the Kentucky Fish and Wildlife endangered species list within this project area.

**2.1.4 Threatened and Endangered Land-Based Species**

Gray Bat (*Myotis grisescens*) and Indiana Bat (*Myotis sodalis*) are listed on the Kentucky Fish and Wildlife endangered species list within this project area.

**2.2 EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) SWPPP**

The following site specific EPSC BMPs have been developed specifically for this project. These BMPs are over and above the standard EPSC BMPs, as indicated in the table below. The remainder of the EPSC BMPs will be represented in KYTC’s SWPPP, which is jointly developed with the resident engineer and the Contractor and incorporates the Contractor’s means and methods. These site-specific BMPs are also included in the EPSC BMP Template.

Area to be Treated	Initial BMP	Enhanced/Site Specific BMP
Sinkholes	None	Containment area; used as sediment basin during construction



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### 2.2.1 Design Storms

EPSC BMPs will be designed to properly function at a 2-year, 24-hour design storm.

### 2.2.2 Enhanced/Site Specific BMPs

The following enhanced/site specific EPSC BMPs will be utilized on this project. These BMPs include both structural and non-structural measures. The structural BMPs are shown on the Plan drawings, contained in Attachment A. All BMPs are in accordance with Sections 212 (Erosion Control) and 213 (Water Pollution Control) of KYTC's 2008 Standard Specifications.

#### Non-structural

- Appropriate stock of straw ECB or straw shall be available onsite at all times.
- Straw ECB or seeding mulched with blown straw followed by crimping shall be applied within seven (7) days of the cessation of the land disturbing activity. If blown straw is used, the blower and crimping equipment shall be kept on-site during land disturbing activities.
- Disturbed areas shall be stabilized prior to a forecasted rain event.
- EPSC/SWPPP inspections will be performed at least twice a week and within 24 hours after each rainfall event of 1/2-inch or more.
- Sediment control BMPs will be maintained when the sediment reaches 1/3 the depth of the BMP.

**Stantec**

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July 1, 2001

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**3.0 Antidegradation**

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**3.1 PUBLIC NOTICE**

The Kentucky Division of Water will publicly notice the draft permit and allow a public comment period of at least thirty (30) days. The notice shall be published in a daily or weekly newspaper within the area affected by the activity.

**3.2 ALTERNATIVES EVALUATION**

Three alternatives were evaluated during a National Environmental Policy Act (NEPA) study for this project. The three alternatives were:

- Widen the interstate on the outside of the existing roadway: This approach would require more ROW, impact more sinkhole features and not provide as much safety between the northbound and southbound lanes.
- Widen the interstate on the inside of the existing roadway: This approach would impact fewer sinkhole features, provides safety between the northbound and southbound lanes because of the concrete barrier and does not require the purchase of additional ROW.
- No Build Alternative: Due to the number of crashes in this section of roadway, this was not a feasible option.

The second alternative was chosen because it improves travel safety through this area and it has minimal adverse impact to receiving waters.

**3.3 POST-CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN**

Post-construction BMPs are designed to provide long-term stormwater management to efficiently and effectively treat stormwater runoff from project sites. Post-construction BMPs treat stormwater runoff and reduce peak flows to pre-project conditions or lower. Typically, post-construction BMPs are designed to manage the first flush of runoff, meaning they will treat the initial concentration of contaminated runoff. The pollutant concentration in the first flush is typically greater than subsequent runoff volumes in the same wet weather event. Post-construction BMPs may be designed per water quality and/or water quantity requirements.

**3.3.1 Post-construction SWPPP**

The following post-construction BMPs are proposed to be used on this project:

- Turf reinforcement mats: TRMs will be used in areas of concentrated flow within the project limits.



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- Filter ditches: Filter ditches are grass swales placed at the outlets of some of the spill containment areas to promote infiltration and vegetative filtering.
- Spill containment areas: Detention/containment basins for capturing accidental spills on the new roadway will be provided in accordance with KYTC’s Design Memorandum No. 12-05 (Karst Policy). The detention/containment basin will have a minimum volume of 10,000 gallon. Basins will be designed to maximize the flow length between the entrance and exit.

These BMPs are over and above the standard post-construction BMPs, as indicated in the following table.

Area to be Treated	Standard BMP	Enhanced/Site Specific BMP
1 – Sinkhole	None	Spill containment area and some have filter ditches
2 – Ditches	Channel lining	Turf reinforcement mats
3– Surface Water Discharge Offsite	None	Turf reinforcement mats and/or filter ditches

**3.3.1.1 Estimate of Additional BMP Quantities**

The following table is an estimate of the quantities of post-construction BMPs needed on this project.

BMP	Unit	Quantity
Turf Reinforcement Mat (TRM)	Square Yard	2,500
Spill Containment Area	Each	90
Filter Ditch	Linear Foot	1,500

**3.3.2 Effort to Minimize Discharges**

During the design of this project, consideration was given to reducing the number of discharge locations. However, due to the karst topography, the number of discharges was not significantly altered. Where feasible, sheet flow was promoted.

**3.3.3 Evaluation of Alternative Discharge Locations**

The project was evaluated for alternative discharge locations. Due to the topography of the site there were no other viable alternatives.



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### 3.3.4 Alternative Post-Construction BMPs

Various post-construction BMPs were considered for this project. The ones selected were chosen because of the soil type, the available area, the topography, and the amount of flow to manage.

### 3.4 ASSESMENT OF JUSTIFIABLE RISK

This project will widen, from four lanes to six lanes, a section of roadway that is one of the most deadly sections across the country to accommodate the extensive traffic, especially heavy trucks.

### 3.5 SOCIOECONOMIC DEMONSTRATION

The following questions were addressed to demonstrate the socioeconomic considerations for this project.

**Describe the effect of the project on the employment of the area.** The proposed project will allow the traveling public and local residents safer and more efficient access to employment opportunities within the project area by widening the roadway in the northbound and southbound lanes from two lanes to three lanes. The project will also provide opportunities for local residents to realize economic benefit by employment opportunities during the construction and maintenance of the facility.

**Describe how the project will increase or avoid the decrease of area employment.** Due to the nature of employment in the area, the proposed project will likely have a negligible effect on employment but will allow area residents to maintain employment by allowing the traveling public to continue to maintain access to employment opportunities.

**Describe the project's industrial or commercial benefits to the community.** The project will benefit the community both short-term and long-term. Short-term benefits will be realized through employment during the construction phase of the project. Local and regional businesses may also enjoy economic benefits from contractors and their employees purchasing materials, goods, and services in the project area. The community and region may experience long-term benefits from the project as maintenance, bridge inspections, and other activities associated with the maintenance of the facility require materials, goods, and services to be purchased. In addition, the additional lanes may provide for easier passage through the area, thus encouraging additional heavy truck usage.

**Describe any other economic or social benefits the project will have to the community.** The additional lanes may promote more use of the Interstate, which can lead to additional business for the local community when the commuting public needs goods and services.



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**How many and in what manner will households be economically or socially impacted?**

There is an anticipated 50 jobs that will be developed during the construction and maintenance of the project. Therefore, up to 50 households in the area will be economically benefited by new employment or better employment.

	YES	NO
1. Will this project be likely to change median household income in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Will this project likely change the market value of taxable property in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Will this project increase revenues in the area?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. Will any public buildings be affected by this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

MATCHLINE STA. 1820+00

MATCHLINE STA. 1835+00

1825

1830

EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN  
TEDDY L. BURKS  
KIMBERLY A. BURKS (W.F.)

EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN

EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN  
TEDDY L. BURKS  
KIMBERLY A. BURKS (W.F.)

PARK CITY  
CAMPGROUNDS, INC.

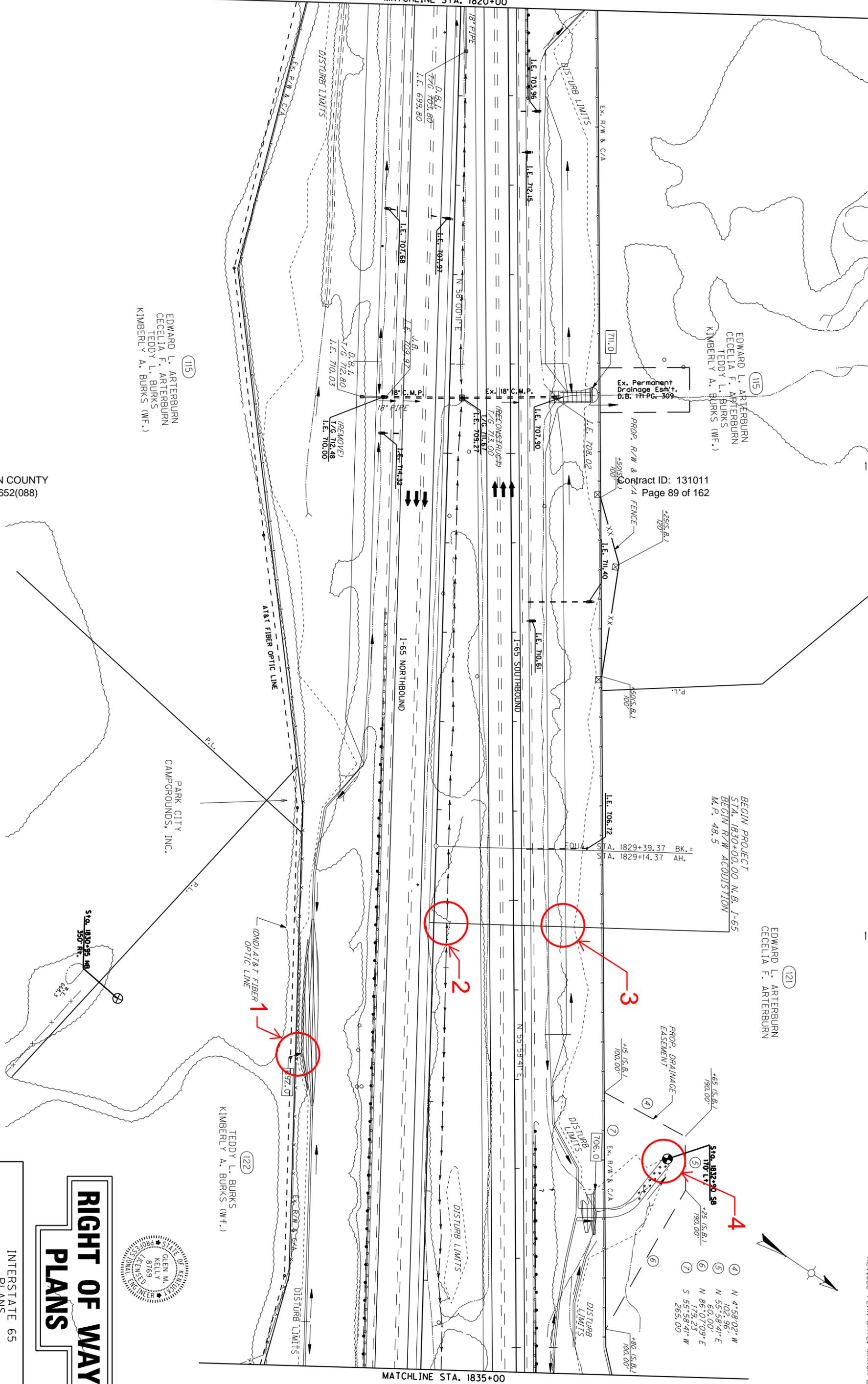
TEDDY L. BURKS  
KIMBERLY A. BURKS (W.F.)

Contract ID: 131011  
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BEGIN PROJECT  
STA. 1830+00.00 N.B. I-65  
BEGIN R/W ACQUISITION  
M.P. 48.5

PROP. DRAINAGE  
EASEMENT

- ④ N 4°58'02" W 102.96'
- ⑤ N 55°58'41" E 60.00'
- ⑥ N 86°07'09" E 179.23'
- ⑦ S 55°58'41" W 265.00'



BARREN COUNTY  
NHPP 0652(088)

SCALE: 1" = 50'

# RIGHT OF WAY PLANS



INTERSTATE 65  
PLANS  
STA. 1820+00 TO STA. 1835+00

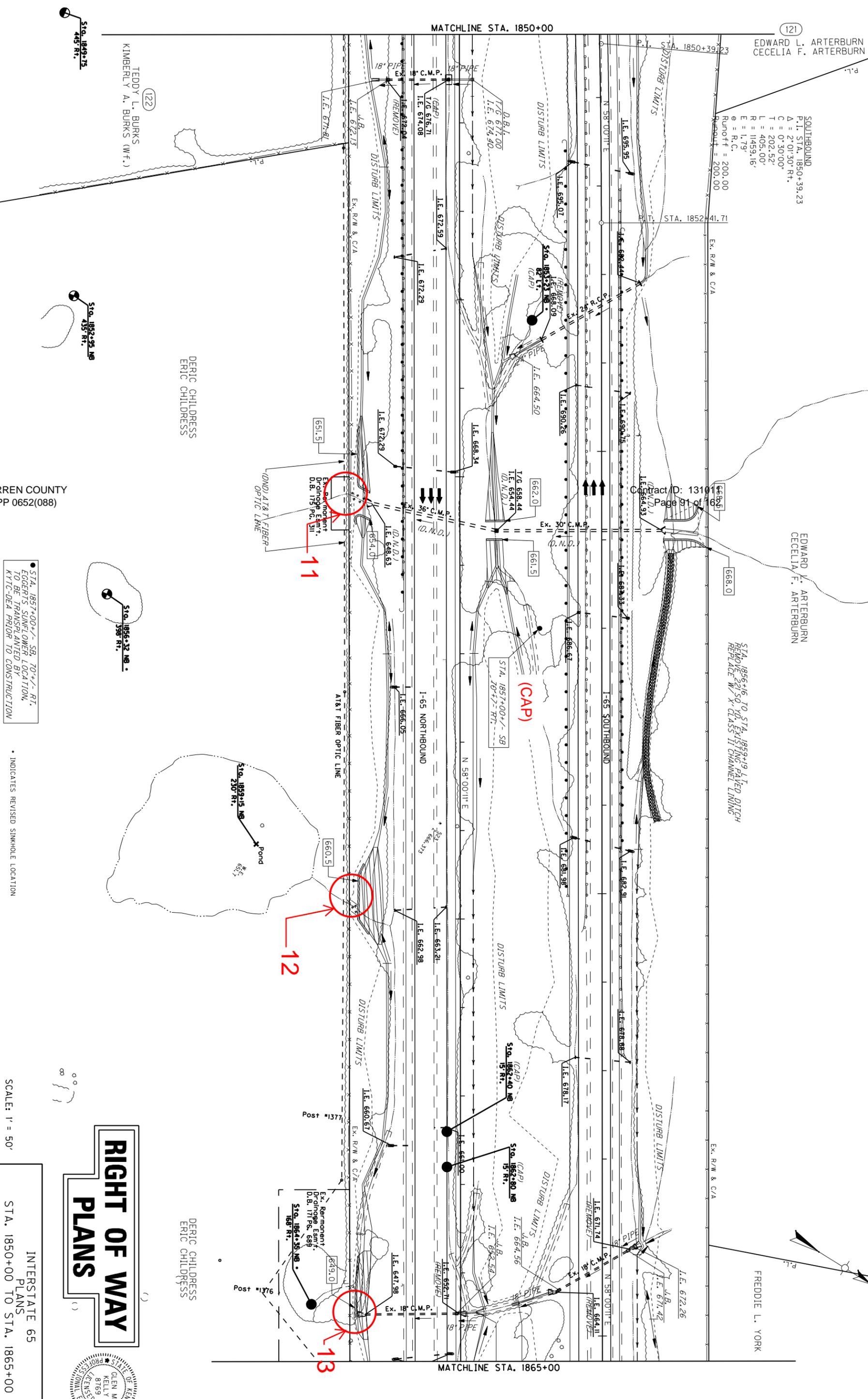
COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R4

REVISED PLAN DATE: MARCH 24, 2011



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R10

REVISED PLAN DATE: MARCH 24, 2011



121

EDWARD L. ARTERBURN  
CECELIA F. ARTERBURN

SOUTHBOUND  
 P.I. STA. 1850+39.23  
 A = 27°01'30" R+  
 C = 0'30'00"  
 T = 202.52'  
 L = 405.00'  
 R = 11459.16'  
 E = 1.79'  
 e = R.C.  
 Runoff = 200.00  
 Runout = 200.00

122  
 TEDDY L. BURKS  
 KIMBERLY A. BURKS (W.F.)

DERIC CHILDRESS  
 ERIC CHILDRESS

EDWARD L. ARTERBURN  
 CECELIA F. ARTERBURN

STA. 1856+16 TO STA. 1859+19 L.T.  
 REMOVE 22150 YD. EXISTING PAVED DITCH  
 REPLACE W/ X-CLASS II CHANNEL LINING

(CAP)  
 STA. 1857+00+/- SB  
 1047'-HT.

Sta. 1859+15 NB  
 230' Rt.

Sta. 1856+32 NB  
 15' Rt.

Sta. 1853+95 NB  
 435 Rt.

**RIGHT OF WAY  
 PLANS**



INTERSTATE 65  
 PLANS  
 STA. 1850+00 TO STA. 1865+00

• INDICATES REVISED SINKHOLE LOCATION

• STA. 1857+00+/- SB, 70'+/- RT.  
 EGGERTS SUNFLOWER LOCATION,  
 TO BE TRANSPLANTED BY  
 KYTC-DEA PRIOR TO CONSTRUCTION

BARREN COUNTY  
 NHPP 0652(088)

1855

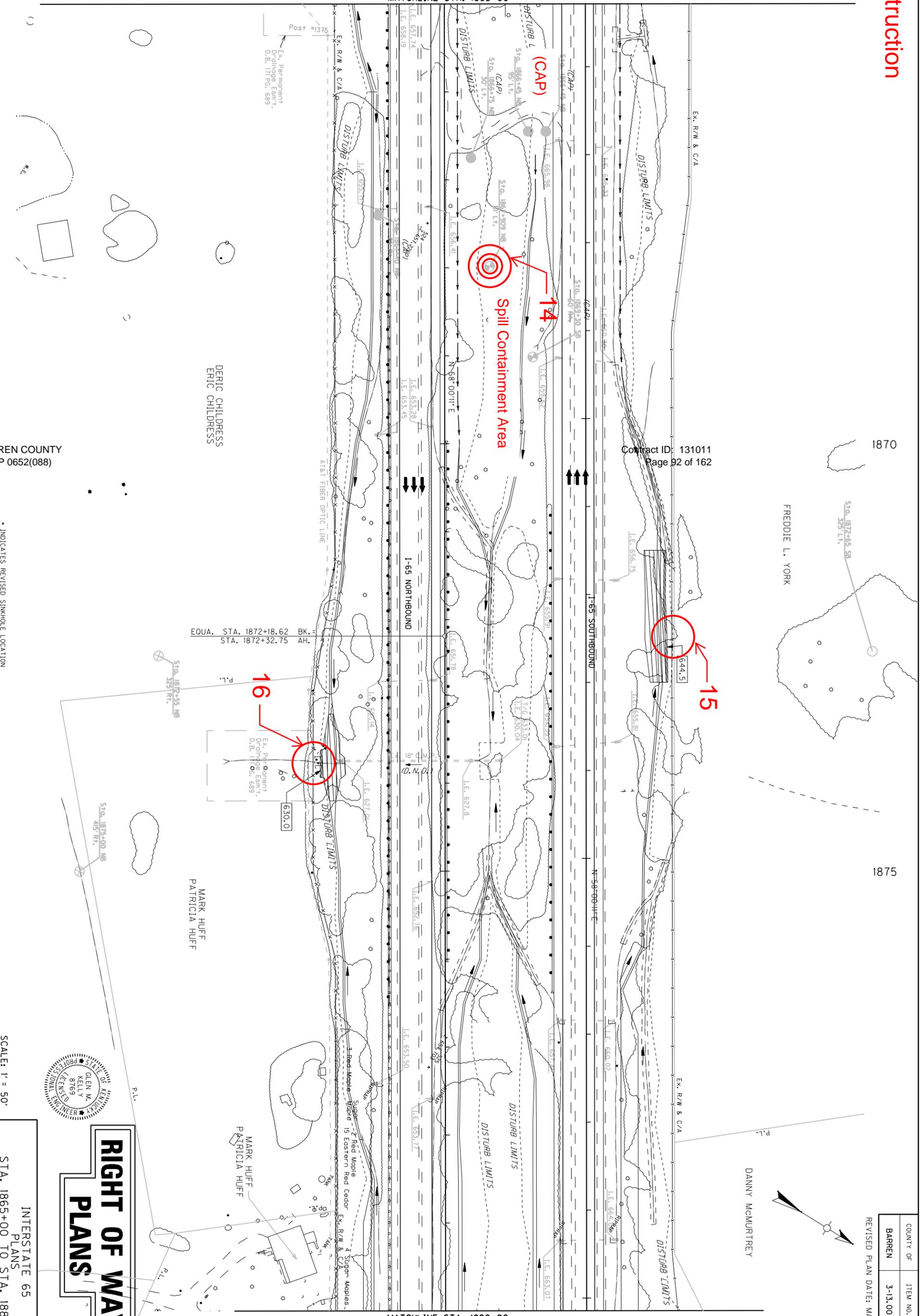
1860

MATCHLINE STA. 1850+00

MATCHLINE STA. 1865+00

MATCHLINE STA. 1865+00

MATCHLINE STA. 1880+00



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EQUA. STA. 1872+18.62 BK. =  
STA. 1872+32.75 AH.

**RIGHT OF WAY  
PLANS**



SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1865+00 TO STA. 1880+00

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R13

REVISED PLAN DATE: MARCH 24, 2011

BARREN COUNTY  
NHPP 0652(088)

\* INDICATES REVISED SINKHOLE LOCATION

MATCHLINE STA. 1880+00

MATCHLINE STA. 1895+00

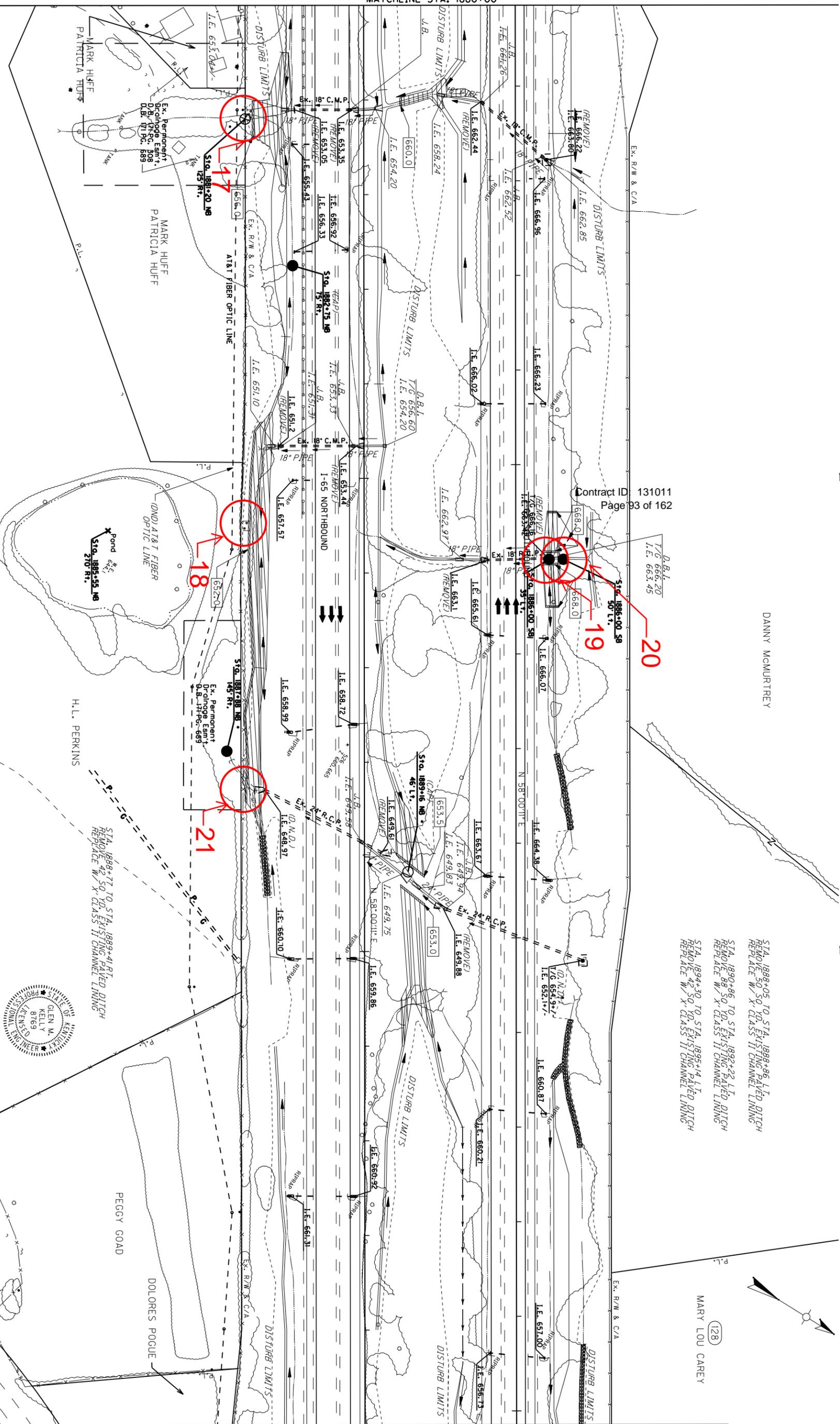
1885

1890

Contract ID 131011  
Page 93 of 162

DANNY McMURTRY

STA. 1888+05 TO STA. 1888+86, 1' REMOVE 50 SO. YD. EXISTING PAVED DITCH REPLACE W/ X-CLASS II CHANNEL LINING  
STA. 1890+86 TO STA. 1892+22, 1' REMOVE 88 SO. YD. EXISTING PAVED DITCH REPLACE W/ X-CLASS II CHANNEL LINING  
STA. 1894+30 TO STA. 1895+14, 1' REMOVE 42 SO. YD. EXISTING PAVED DITCH REPLACE W/ X-CLASS II CHANNEL LINING



BARREN COUNTY  
NHPP 0652(088)

\* INDICATES REVISED SINKHOLE LOCATION

**RIGHT OF WAY  
PLANS**



STA. 1888+77 TO STA. 1889+41 RT. REMOVE 42 SO. YD. EXISTING PAVED DITCH REPLACE W/ X-CLASS II CHANNEL LINING

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1880+00 TO STA. 1895+00

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R16

REVISED PLAN DATE: MARCH 24, 2011

MARY LOU CAREY  
(128)

STA. 1895+14 TO STA. 1895+50 LT  
REMOVE 18" TO EXISTING PAVED DITCH  
REPLACE W/ X' CLASS II CHANNEL LINING

- ① N 31°59'49" W  
20.00'
- ② N 58°00'26" E  
70.00'
- ③ S 31°59'51" E  
20.00'
- ④ S 58°00'11" W  
70.00'
- ⑤ N 31°59'45" W  
19.98'
- ⑥ S 31°59'49" E  
20.00'

22

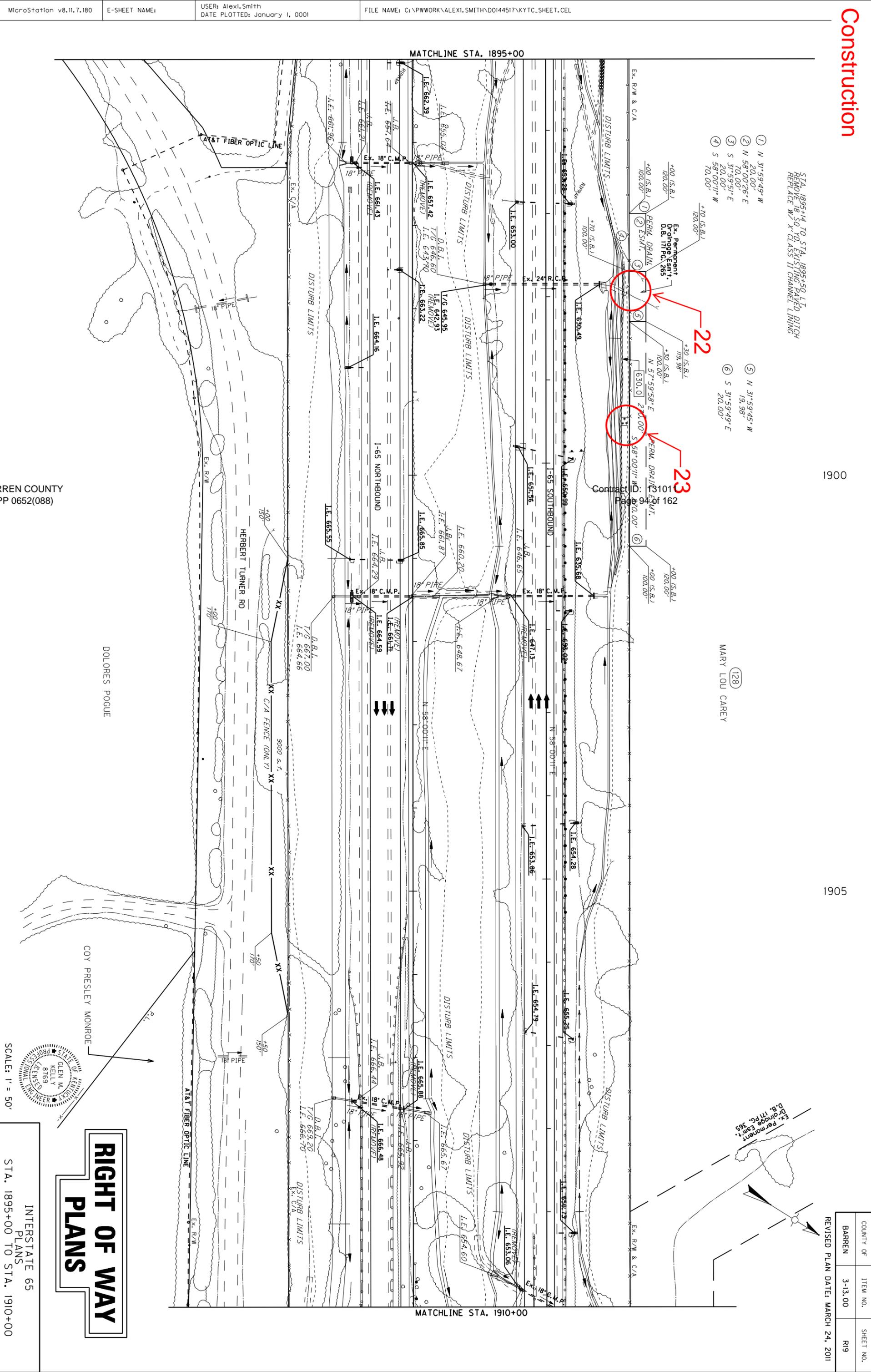
23

MARY LOU CAREY  
(128)

Contract D. 3101  
Page 9 of 162

MATCHLINE STA. 1895+00

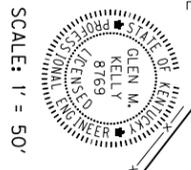
MATCHLINE STA. 1910+00



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R19

REVISED PLAN DATE: MARCH 24, 2011

**RIGHT OF WAY  
PLANS**



SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1895+00 TO STA. 1910+00

BARREN COUNTY  
NHPP 0652(088)

DOLORES POGUE

HERBERT TURNER RD

COY PRESLEY MONROE

1915

1920

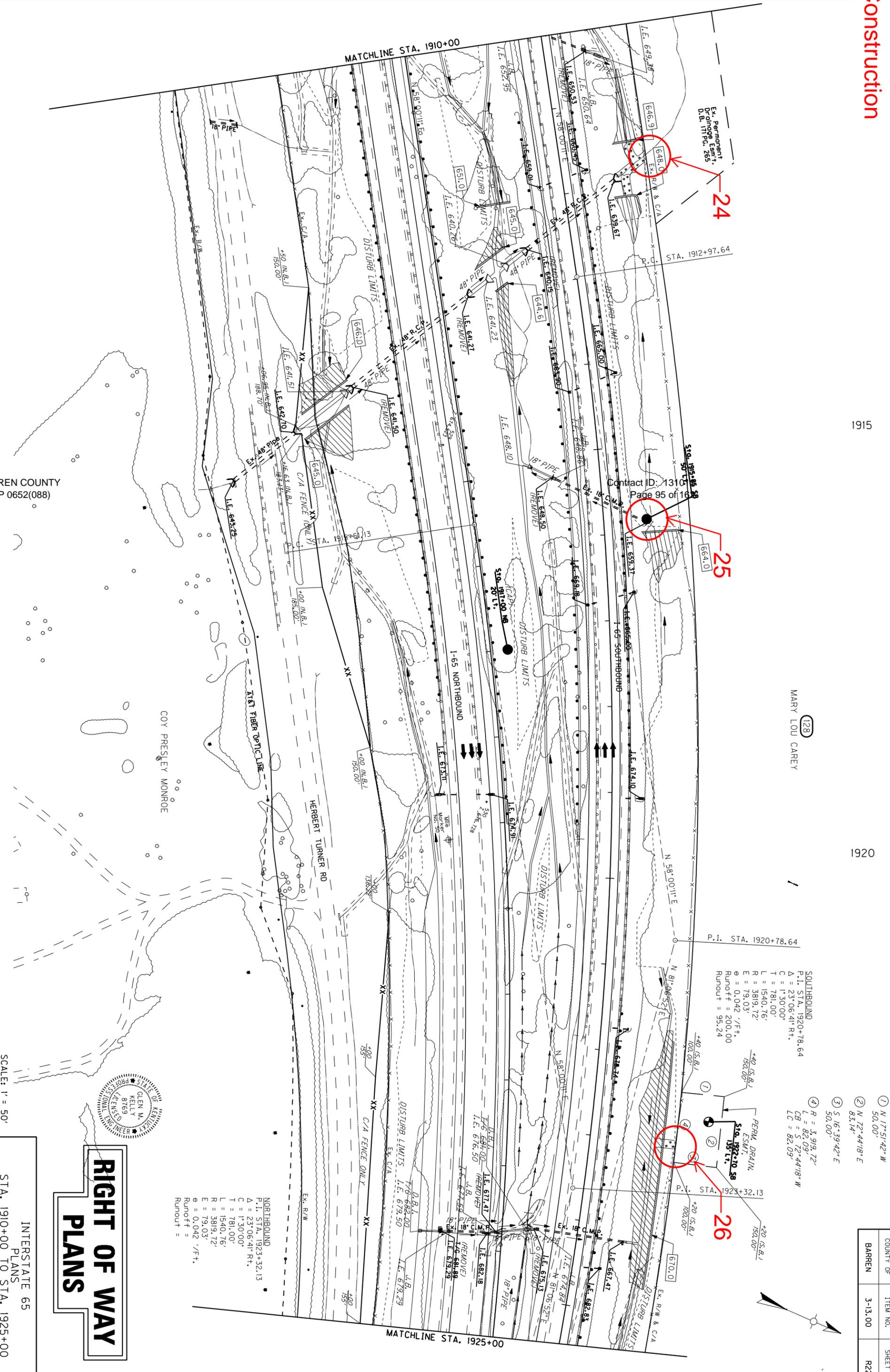
BARREN COUNTY  
NHPP 0652(088)

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1910+00 TO STA. 1925+00



# RIGHT OF WAY PLANS



Permanent  
Exposure Esm't  
Dist. 171 PC, 265

24

25

26

MARY LOU CAREY  
(128)

SOUTHBOUND  
P.I. STA. 1920+78.64  
 $\Delta = 23^{\circ}06'41''$  R+.  
C = 1'30.00'  
T = 781.00'  
L = 1540.76'  
R = 3819.72'  
E = 79.03'  
 $\theta = 0.042$  /F+.  
Runoff = 200.00  
Runout = 95.24

- ① N 17°51'42" W  
50.00'
- ② N 72°44'18" E  
83.14'
- ③ S 16°39'42" E  
50.00'
- ④ R = 3,919.72'  
L = 82,097.4418" W  
CB = S 12°44'18" W  
LC = 82.09'

NORTHBOUND  
P.I. STA. 1923+32.13  
 $\Delta = 23^{\circ}06'41''$  R+.  
C = 1'30.00'  
T = 781.00'  
L = 1540.76'  
R = 3819.72'  
E = 79.03'  
 $\theta = 0.042$  /F+.  
Runoff =

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R22

1930

1935

- ① N 70°07'31" E  
144.65'
- ② N 81°06'52" E  
261.60'
- ③ S 87°48'15" E  
107.72'
- ④ S 76°53'06" W  
58.26'
- ⑤ S 81°06'52" W  
309.21'
- ⑥ R = 3919.72'  
L = 142.02'  
CB = S 80°04'35" W  
LC = 142.02'

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SHERMAN CAREY  
MARY LOU CAREY (W.F.)

COY PRESLEY MONROE

BARREN COUNTY  
NHPP 0652(088)

\* INDICATES REVISED SINKHOLE LOCATION

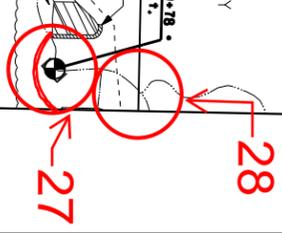
SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1925+00 TO STA. 1940+00

# RIGHT OF WAY PLANS



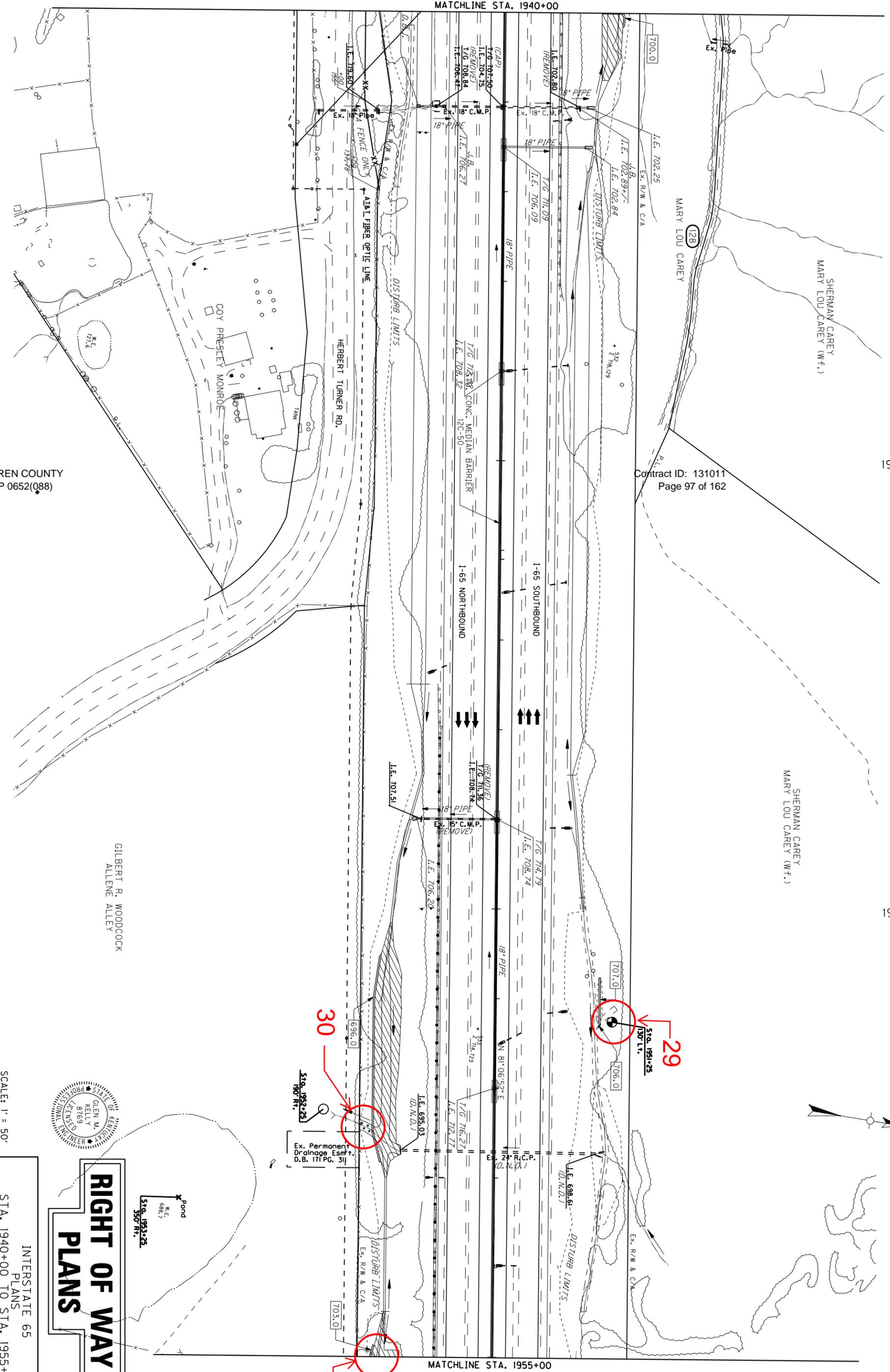
Spill Containment Area



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R25

MATCHLINE STA. 1940+00

MATCHLINE STA. 1955+00



Contract ID: 131011  
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1945

1950

BARREN COUNTY  
NHPP 0652(088)

GILBERT R. WOODCOCK  
ALLENE ALLEY

SHERMAN CAREY  
MARY LOU CAREY (W.F.)



29

30

31



**RIGHT OF WAY  
PLANS**



SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1940+00 TO STA. 1955+00

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R28

MATCHLINE STA. 1955+00

MATCHLINE STA. 1970+00

1960

1965

Contract ID: 131011  
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BARREN COUNTY  
NHPP 0652(088)

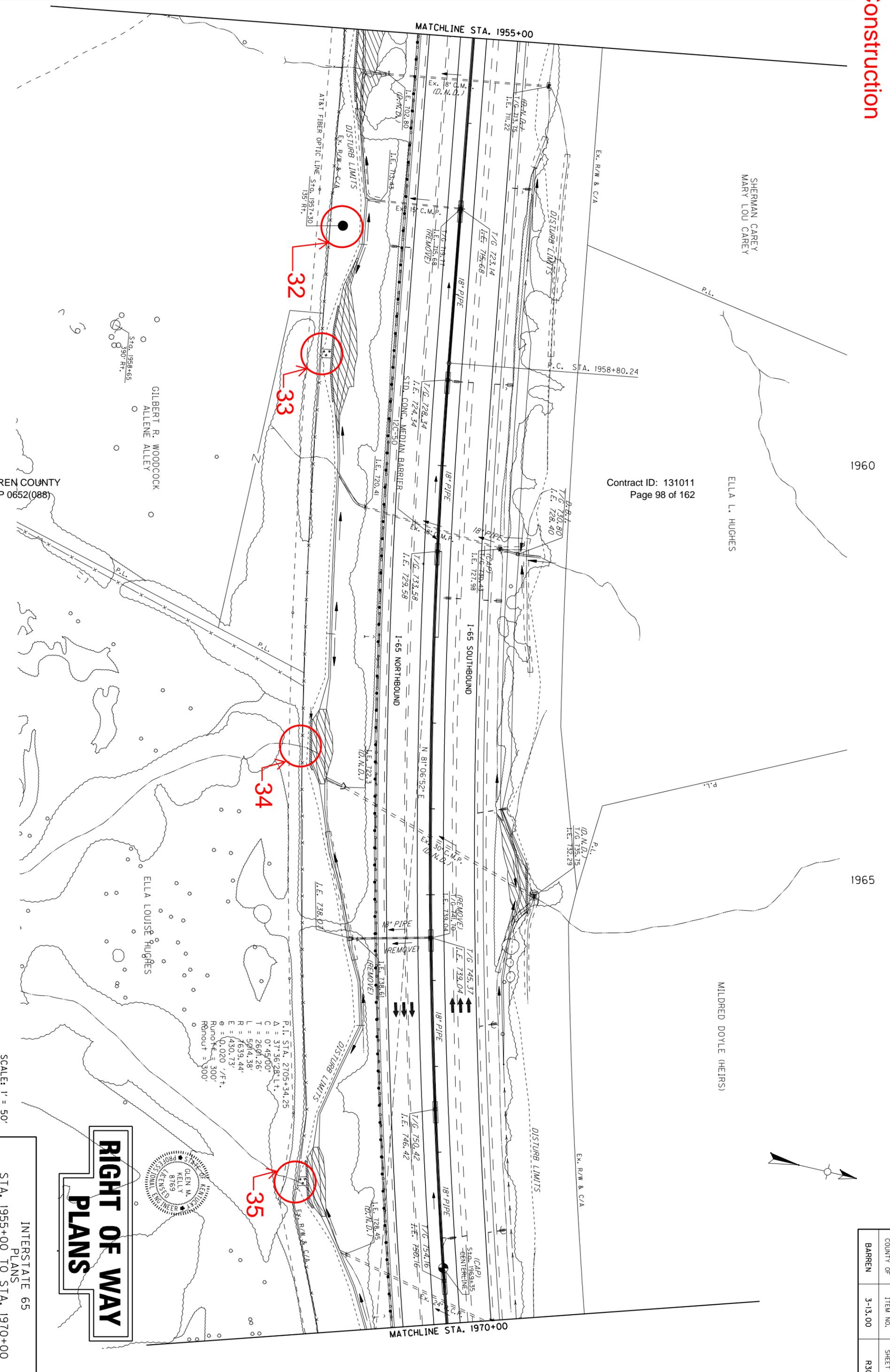
# RIGHT OF WAY PLANS

SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1955+00 TO STA. 1970+00



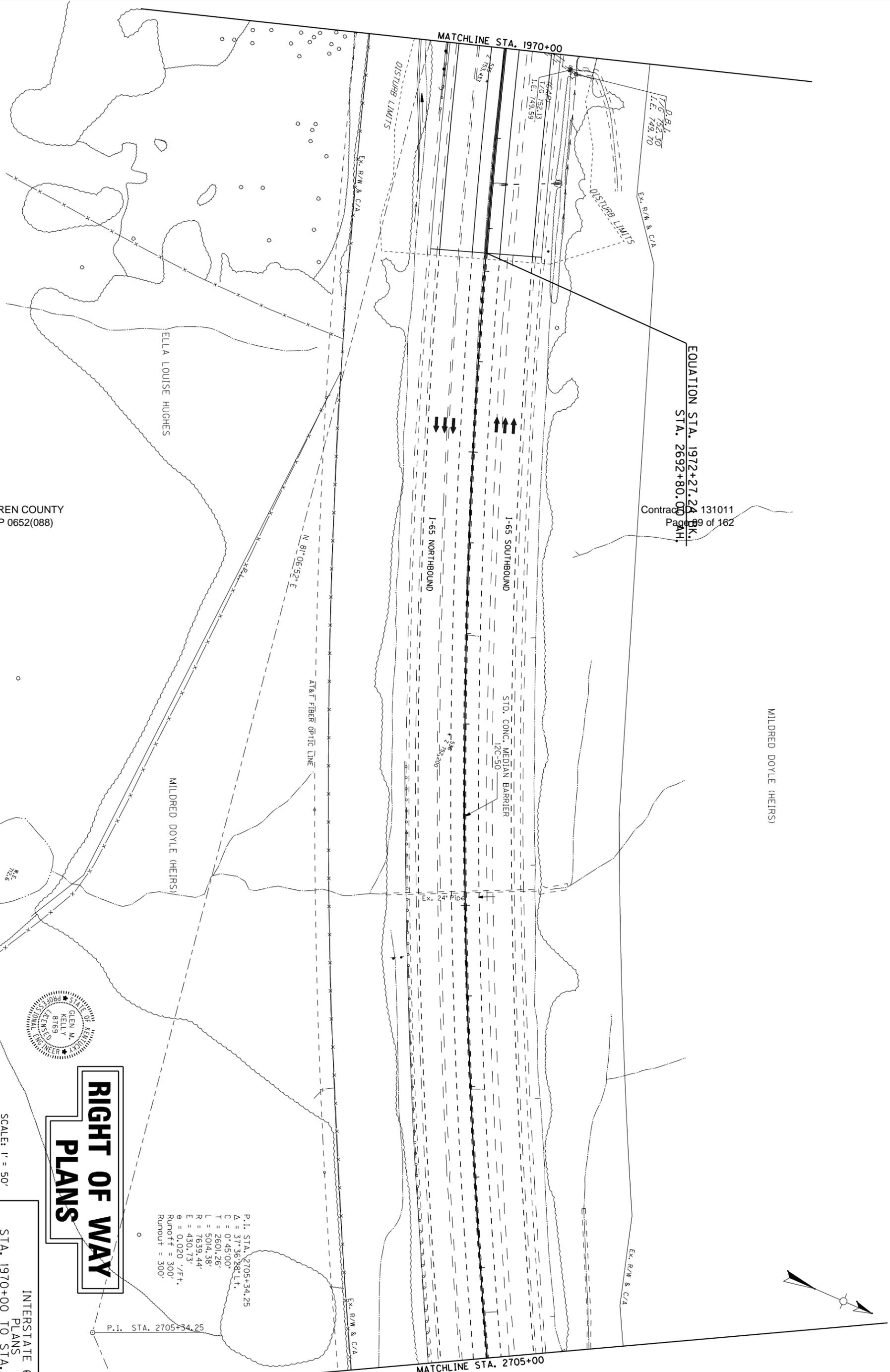
P.I. STA. 2105+34.25  
 $\Delta = 31^\circ 36' 28''$  L+  
 $C = 0' 45''$  00'  
 $T = 2601.26'$   
 $L = 5014.38'$   
 $R = 1639.44'$   
 $E = 430.73'$   
 $\theta = 0.020$  /F+  
 Runout = 300'  
 Rmout = 300'



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R30

2695

2700



Contract 131011  
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BARREN COUNTY  
NHPP 0652(088)



# RIGHT OF WAY PLANS

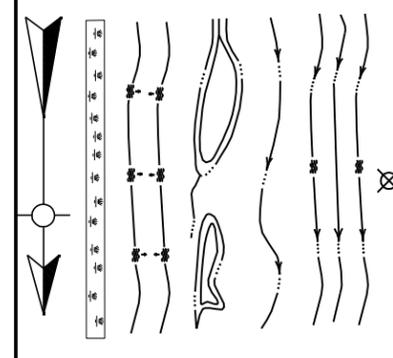
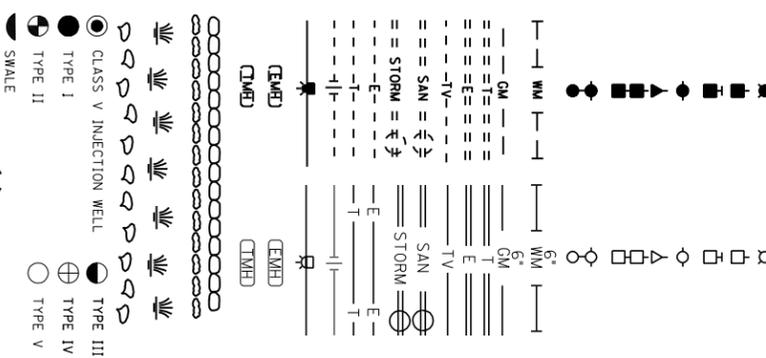
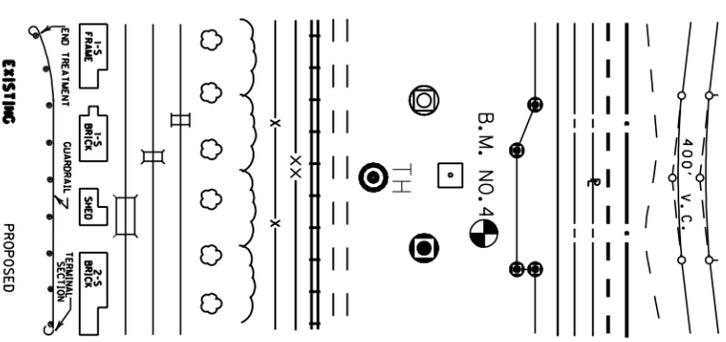
SCALE: 1" = 50'

INTERSTATE 65  
PLANS  
STA. 1970+00 TO STA. 1972+27.24

P.I. STA. 2705+34.25  
 $\Delta = 37^{\circ}36'28.11''$   
 $C = 0^{\circ}45'00''$   
 $T = 2601.26'$   
 $L = 5014.38'$   
 $R = 1639.44'$   
 $E = 430.73'$   
 $\theta = 0.020^{\circ}/\text{FT.}$   
 Runoff = 300'

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R32

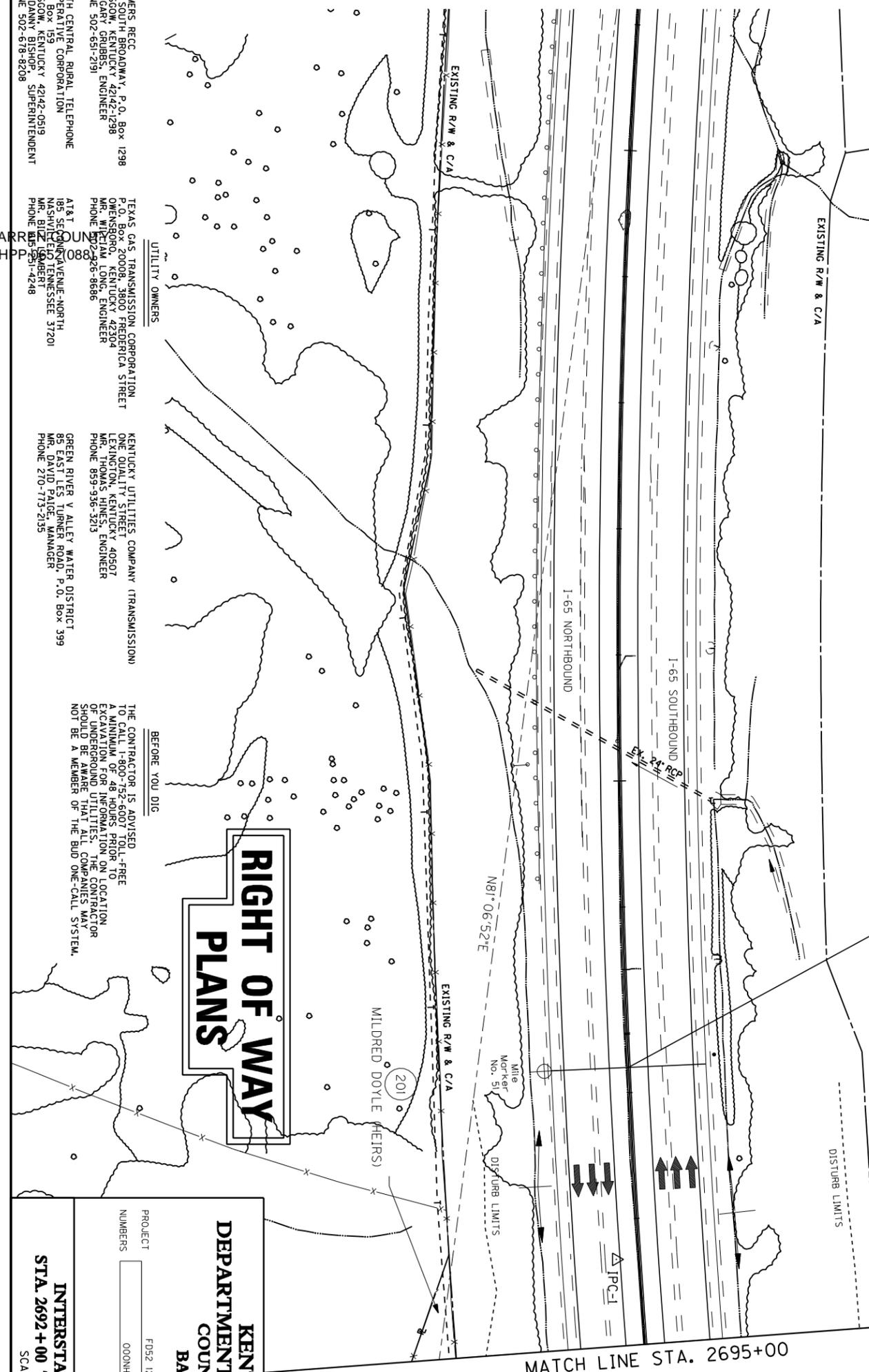
GROUND LINE  
 COUNTY LINE  
 CORPORATE LIMITS  
 EXIST. PROPERTY LINE  
 EXIST. RIGHT OF WAY & PROPERTY LINE  
 PROPOSED RIGHT OF WAY  
 RIGHT OF WAY MONUMENT  
 BENCH MARK  
 EXISTING R/W MARKER  
 RIGHT OF WAY MONUMENT  
 EXISTING/PROPOSED  
 UTILITY TEST HOLE  
 EXISTING ROAD  
 RAILROAD  
 FENCE (CONTROLLED ACCESS)  
 FENCE (EXCEPT STONE AND HEDGE)  
 TREE LINE  
 TREES  
 PIPE CULVERT  
 CULVERT  
 BRIDGE  
 BUILDINGS  
 GUARDRAIL



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PI STA 2705+34.25  
 $\Delta=37^{\circ}36'28''$   
 $T=2601.26'$   
 $L=5014.38'$   
 $R=7639.44'$   
 $E=430.73'$   
 $e=2.0\%$   
 $Runoff=300'$   
 $Runout=300'$

EQUATION STA. 1972+27.24 BK. =  
 STA. 2692+80.00 AH.



FARMERS REC'D  
 600 SOUTH BROADWAY, P.O. Box 1298  
 GORHAM, KENTUCKY 42142-7298  
 MR. GARY GRUBBS, ENGINEER  
 PHONE 502-651-2191

TEXAS GAS TRANSMISSION CORPORATION  
 2000 BURNING TREE FEDERICA STREET  
 GORHAM, KENTUCKY 42142-7298  
 MR. WILLIAM LONG, ENGINEER  
 PHONE 502-926-8686

KENTUCKY UTILITIES COMPANY (TRANSMISSION)  
 85 EAST LES TURNER ROAD, P.O. Box 399  
 NASHVILLE, TENNESSEE 37201  
 MR. DAVID PAIGE, MANAGER  
 PHONE 615-251-4248

GREEN RIVER V AILEY WATER DISTRICT  
 85 EAST LES TURNER ROAD, P.O. Box 399  
 NASHVILLE, TENNESSEE 37201  
 MR. DAVID PAIGE, MANAGER  
 PHONE 615-251-4248

**KENTUCKY DEPARTMENT OF HIGHWAYS**  
**COUNTIES OF BARREN**

PROJECT: FD52 121 SW99 077D  
 NUMBERS: 000NH 00652 053

**INTERSTATE 65 PLANS**  
**STA 2692+00 TO STA 2695+00**  
 SCALE 1"=50'

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-34



2710+00

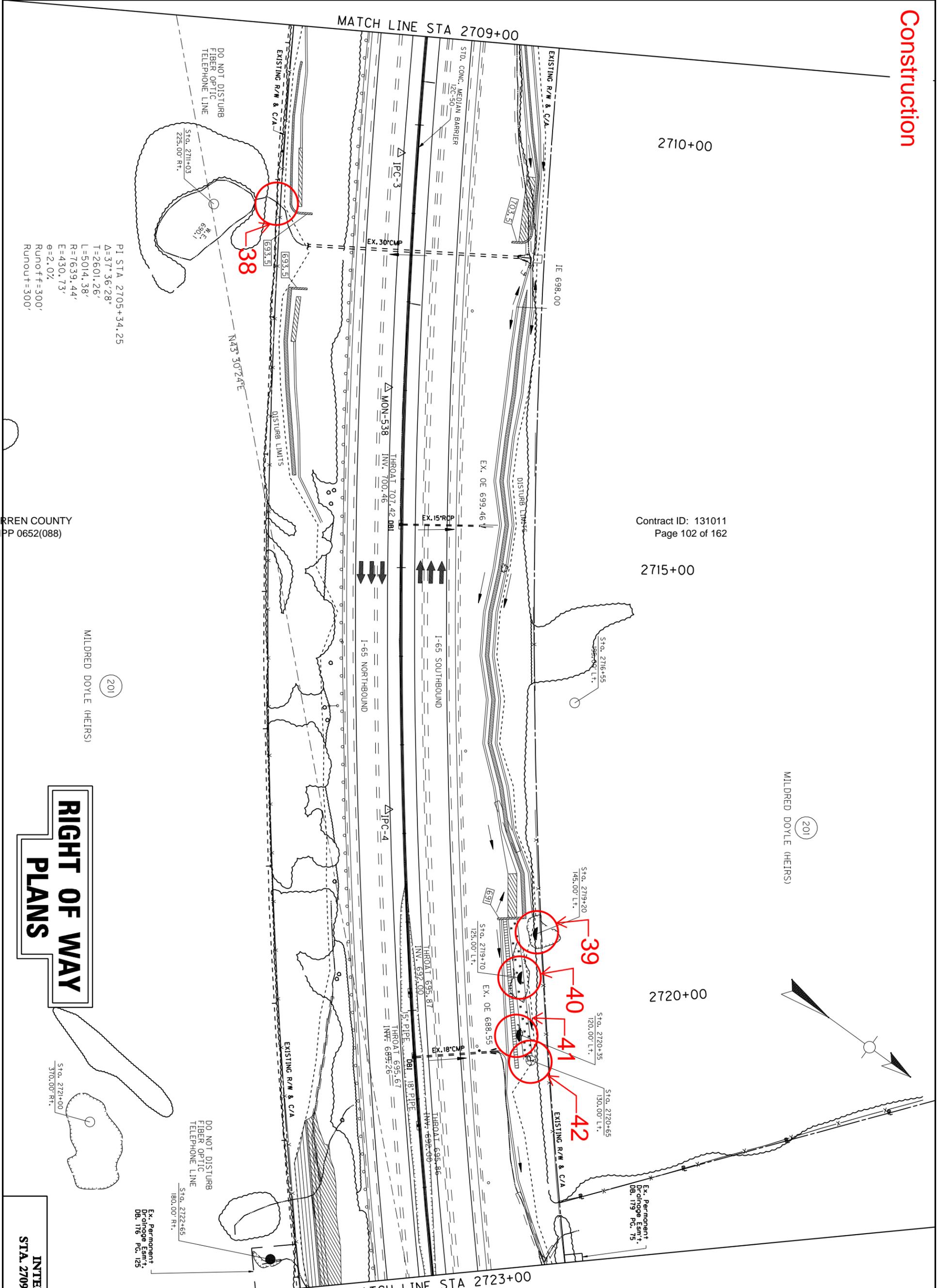
Contract ID: 131011  
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2715+00

2720+00

MATCH LINE STA 2709+00

MATCH LINE STA 2723+00



PI STA 2705+34.25  
 $\Delta=37^{\circ}36'28''$   
 $T=2601.26'$   
 $L=5014.38'$   
 $R=7639.44'$   
 $E=430.73'$   
 $e=2.0\%$   
 $Runoff=300'$   
 $Runout=300'$

BARREN COUNTY  
NHPP 0652(088)

MILDRED DOYLE (HEIRS)

(201)

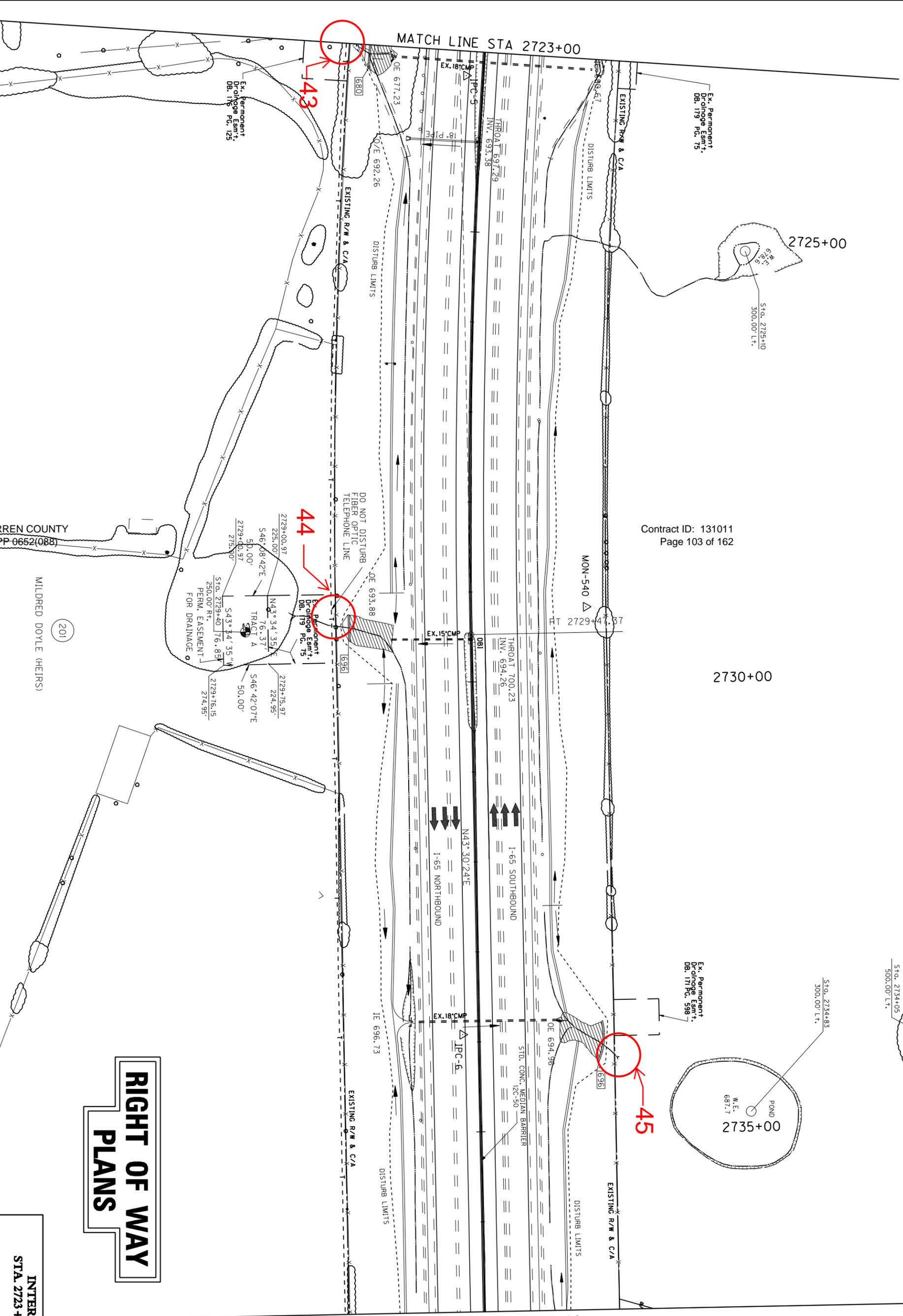
MILDRED DOYLE (HEIRS)

(201)

**RIGHT OF WAY  
PLANS**

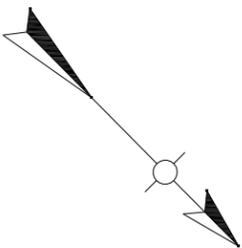
INTERSTATE 65 PLANS  
STA 2709+00 TO STA 2723+00  
SCALE 1"=50'

Contract ID: 131011  
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**RIGHT OF WAY  
PLANS**

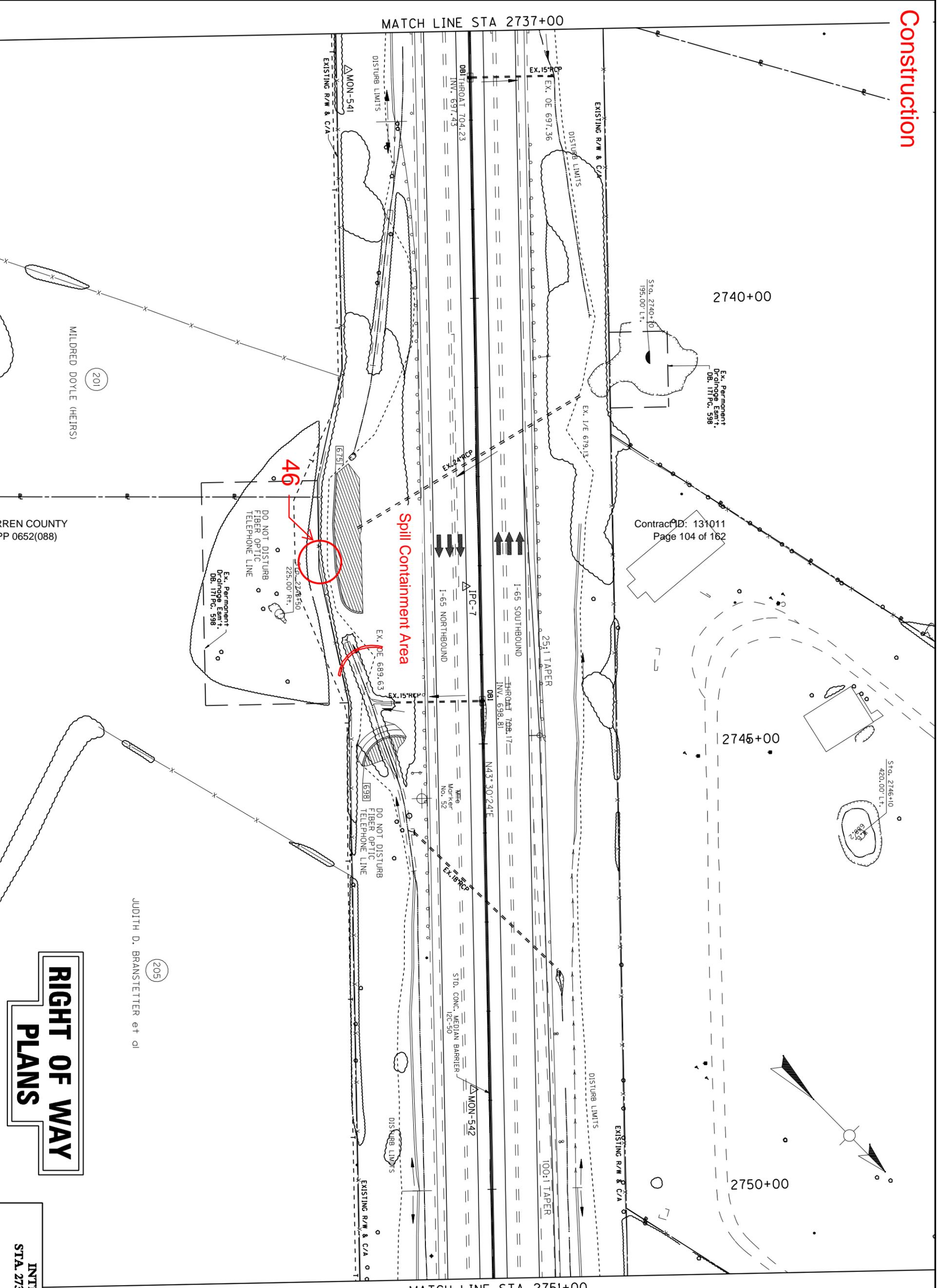
INTERSTATE 65 PLANS  
STA. 2723 + 00 TO STA. 2737 + 00  
SCALE 1"=50'



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-42
REVISED PLAN DATE: MAR 24, 2011		

MATCH LINE STA 2737+00

MATCH LINE STA 2751+00



**RIGHT OF WAY PLANS**

INTERSTATE 65 PLANS  
STA 2737+00 TO STA 2751+00  
SCALE 1"=50'

BARREN COUNTY  
NHPP 0652(088)

MILDRED DOYLE (HEIRS)  
201

JUDITH D. BRANSTETTER et al  
205

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-44
REVISED PLAN DATE: MAR 24, 2011		

MATCH LINE STA 2751+00

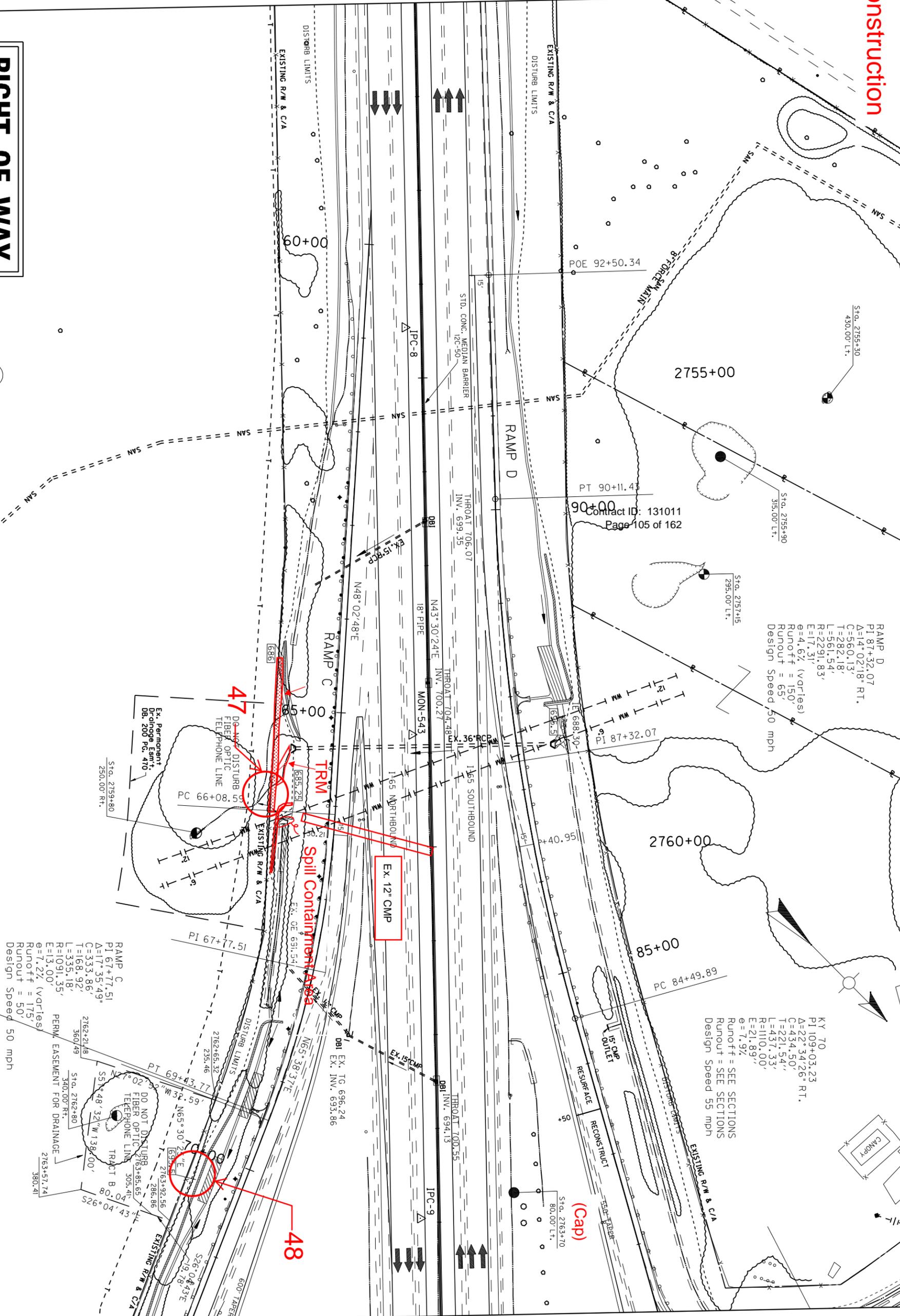
MATCH LINE STA 2765+00

# RIGHT OF WAY PLANS

JUDITH D. BRANSTETTER et al

205

BARREN COUNTY NHPP 0652(088)



RAMP D  
 PI 87+32.07  
 $\Delta=14^{\circ}02'18''$  RT.  
 C=560.13'  
 T=282.18'  
 L=561.54'  
 R=2291.83'  
 E=17.31'  
 $\theta=4.67$  (varies)  
 Runoff = 150'  
 Runout = 65'  
 Design Speed 50 mph

KY 70  
 PI 109+03.23  
 $\Delta=22^{\circ}34'26''$  RT.  
 C=434.50'  
 T=221.54'  
 L=437.33'  
 R=1110.00'  
 E=21.89'  
 $\theta=7.97$   
 Runoff = SEE SECTIONS  
 Runout = SEE SECTIONS  
 Design Speed 55 mph

RAMP C  
 PI 67+77.51  
 $\Delta=17^{\circ}35'49''$   
 C=333.66'  
 T=168.92'  
 L=335.18'  
 R=1091.35'  
 E=13.00'  
 $\theta=7.27$  (varies)  
 Runoff = 175'  
 Runout = 50'  
 Design Speed 50 mph

INTERSTATE 65 PLANS  
 STA 2751+00 TO STA 2765+00  
 SCALE 1"=50'



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-48

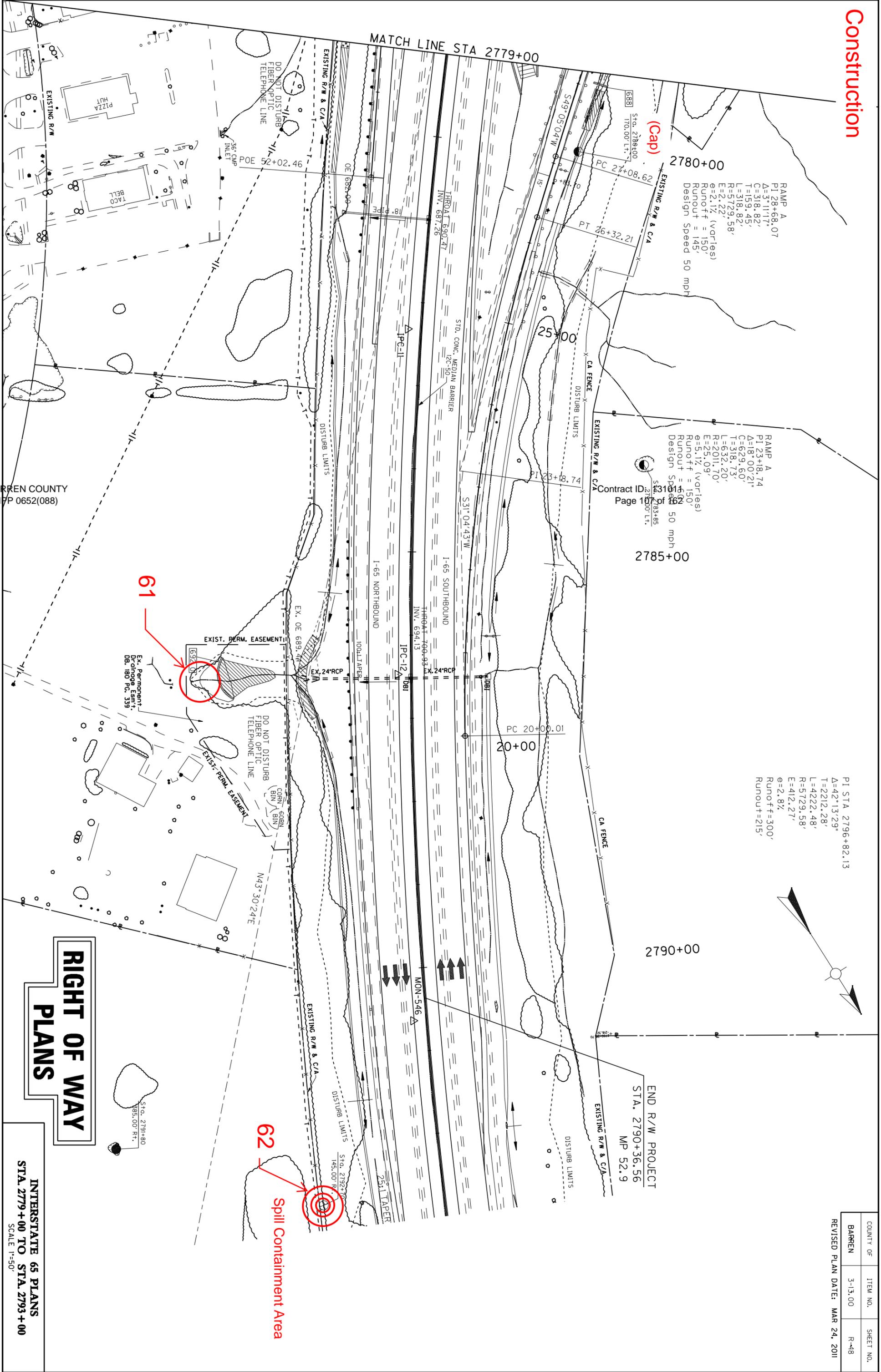
REVISED PLAN DATE: MAR 24, 2011

PI STA 2796+82.13  
 $\Delta=42^{\circ}13'29''$   
 $T=2212.28'$   
 $L=4222.48'$   
 $R=5729.58'$   
 $E=412.27'$   
 $\theta=2.8\%$   
 $Runoff=300'$   
 $Runout=215'$

RAMP A  
 $PI=28+68.07$   
 $\Delta=3^{\circ}11'17''$   
 $C=318.82'$   
 $T=159.45'$   
 $L=318.82'$   
 $R=5729.58'$   
 $E=2.22\%$   
 $\theta=2.1\%$  (varies)  
 $Runoff=150'$   
 $Runout=145'$   
 $Design Speed 50 mph$

RAMP A  
 $PI=23+18.74$   
 $\Delta=18^{\circ}00'21''$   
 $C=629.60'$   
 $T=318.73'$   
 $L=632.20'$   
 $R=2011.70'$   
 $E=25.09\%$   
 $\theta=5.1\%$  (varies)  
 $Runoff=150'$   
 $Runout=150'$   
 $Design Speed 50 mph$

Contract ID: 31011  
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RIGHT OF WAY

PLANS

INTERSTATE 65 PLANS  
 STA. 2779 + 00 TO STA. 2793 + 00  
 SCALE 1"=50'

BARREN COUNTY  
 NH7P 0652(088)

WILLIAM T. AUSTIN (227)

2795+00

MATCH LINE STA 2793+00

Contract ID: 131011  
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2800+00

Sta. 2801+70  
350.00' Lt.  
PI STA 2796+82.13  
 $\Delta=42^{\circ}13'29.1''$   
 $T=2212.28'$   
 $L=4222.48'$   
 $R=5729.58'$   
 $E=412.27'$   
 $\theta=2.87'$   
Runoff=300'  
Runout=815'

CAVELAND INC. (229)

2805+00

MATCH LINE STA 2807+00

COUNTY OF	ITEM NO.	SHEET NO.
BAREN	3-13.00	R



CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_  
APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

DD-MMM-YYYY HH:MM  
PL2793-EXT.dgn 6/30/2011

WILLIAM T. AUSTIN (227)

BAREN COUNTY  
NHPP 0652(088)

Sta. 2806+25  
385.00' Rt.  
Sta. 2806+55  
440.00' Rt.  
Sta. 2806+60  
375.00' Rt.  
Sta. 2806+70  
315.00' Rt.

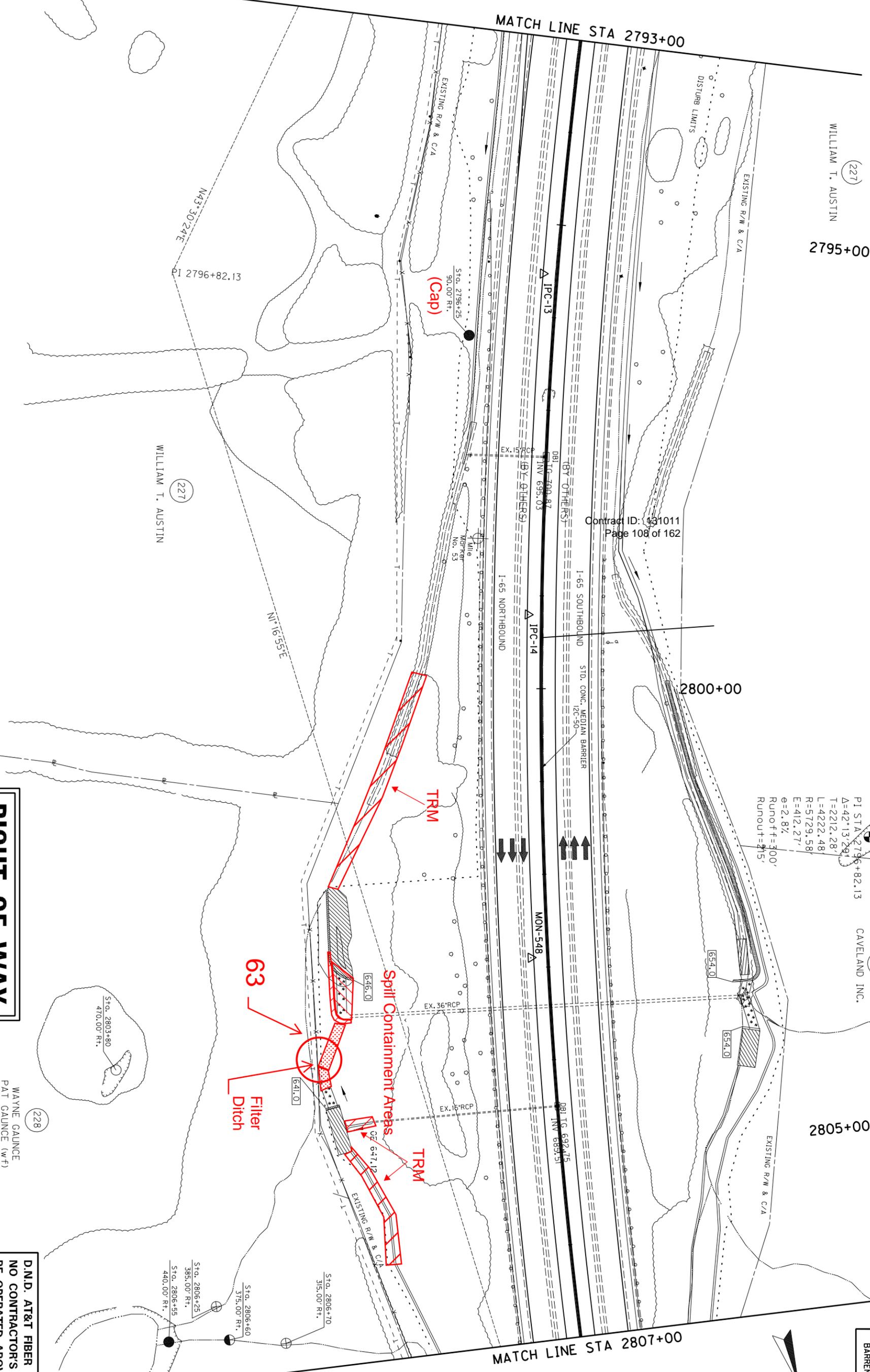
Sta. 2803+80  
470.00' Rt.

WAYNE GAUNCE  
PAT GAUNCE (w/f)  
(228)

**RIGHT OF WAY  
PLANS**

**D.N.D. AT&T FIBER OPTIC LINE  
NO CONTRACTOR'S EQUIPMENT SHALL  
BE OPERATED ABOVE THE EXISTING  
AT&T FIBER OPTIC LINE**

INTERSTATE 65 PLANS  
STA. 2793+00 TO STA. 2807+00  
SCALE 1"=50'



CAVELAND INC.

(229)

PI STA 2796+82.13

$\Delta=42^{\circ}13'29''$   
 $T=2212.28'$   
 $L=4222.48'$   
 $R=5729.58'$   
 $E=412.27'$   
 $\theta=2.8\%$   
Runoff=300'  
Runout=215'

Contract ID: 131011  
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RON RITTER

(230)

2815+00

2820+00

MATCH LINE STA 2807+00

MATCH LINE STA 2821+00

Spill Containment Area

64  
Filter  
Ditch  
TRM

WAYNE GAUNCE  
PAT GAUNCE (w+f)

(228)

MARY WRIGHT LAIRD

(231)

BARREN COUNTY  
NHPP 0652(088)

Sta. 2809+90  
515.00' R/L

COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R

**RIGHT OF WAY  
PLANS**

INTERSTATE 65 PLANS  
STA. 2807+00 TO STA. 2821+00  
SCALE 1"=50'





101+31 Contract ID: 131011  
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Spill Containment Area  
Spill Containment Area

51

50

BEGIN APPROACH  
STA. 100+94.00

PARKING LOT

ENTRANCE WALL

TRAILER

DINO WORLD

BUILDING

1 STORY BLOCK

KY 70  
PI 109+03.23  
A=22°34'26" RT.  
C=434.50'  
T=221.54'  
L=437.33'  
R=1110.00'  
E=21.89'  
e=7.97%

Runoff = SEE SECTIONS  
Runout = SEE SECTIONS  
Design Speed 55 mph

MATCH LINE STA. 109+00

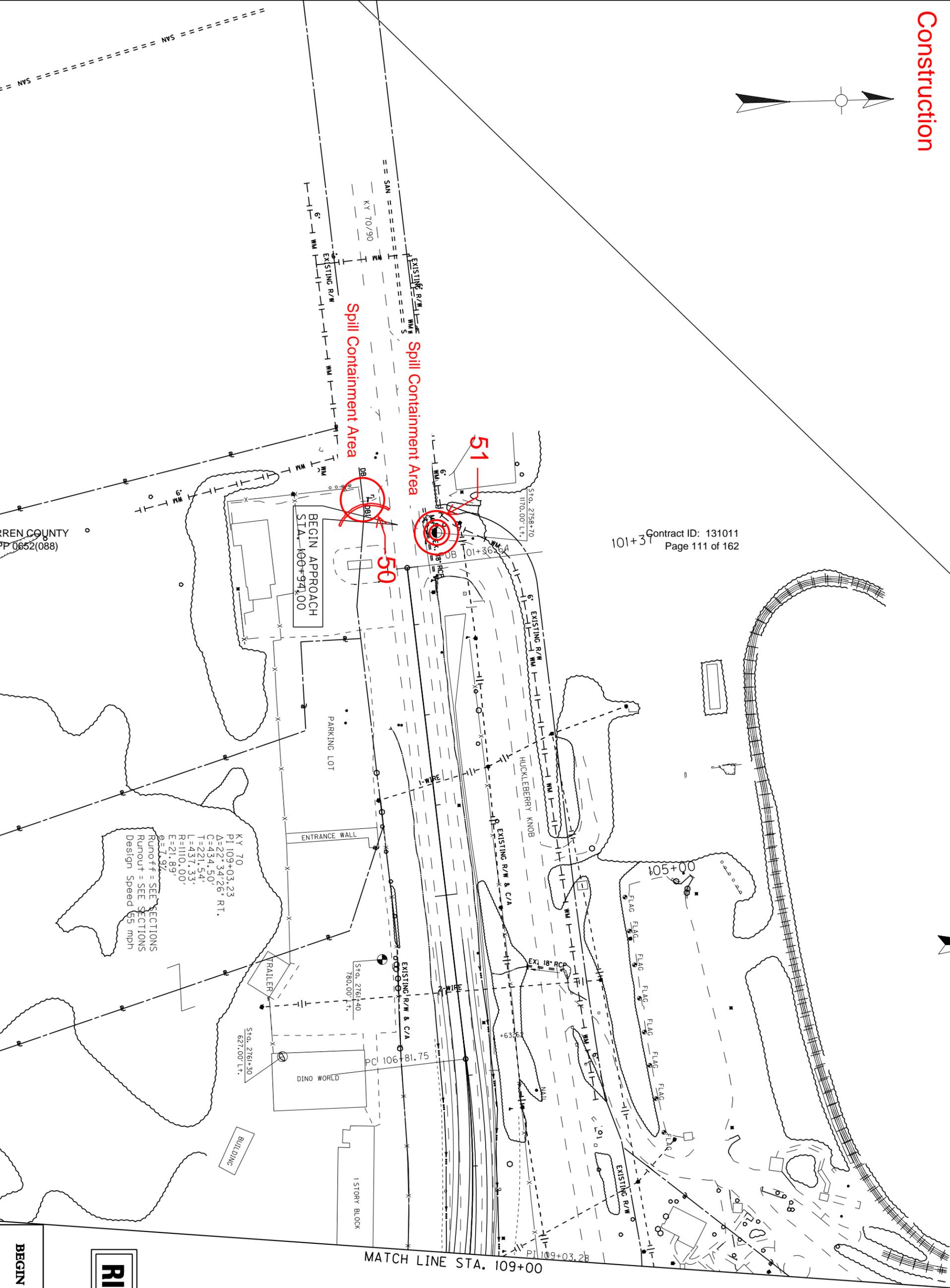
COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-50

REVISED PLAN DATE: MAR 24, 2011

# RIGHT OF WAY PLANS

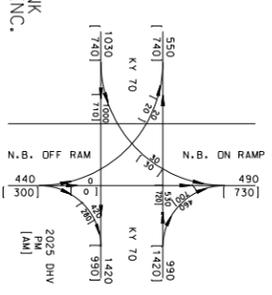
KY 70 / KY 90  
BEGIN APPROACH TO STA. 109+00  
SCALE 1"=50'

BARREN COUNTY  
NHP 0652(088)



COUNTY OF	ITEM NO.	SHEET NO.
BAREN	3-13.00	R-52
REVISED PLAN DATE:	MAR 24, 2011	

- ⓐ S26°04'43"E 80.04'
- ⓑ N65°30'25"E 137.23'
- ⓒ S26°04'43"E 19.78'
- ⓓ N33°33'48"E 48.54'
- ⓔ S48°38'09"E 25.20'
- ⓕ S55°26'11"E 11.49'
- ⓖ S50°45'53"E 37.30'
- ⓗ S61°14'22"E 65.59'
- ⓓ S18°24'57"W 78.40'
- ⓓ S59°55'08"E 95.08'



**RIGHT OF WAY PLANS**

KY 70 / KY 90  
STA. 109+00 TO STA. 122+00  
SCALE 1"=50'

RAMP C  
PI 73+63.62  
Δ=31°55'44"  
C=192.53'  
T=100.13'  
L=195.04'  
R=350.0'  
E=14.04'  
e=6.4%  
Runoff = 110'  
Runout = 35'  
Design Speed 25 mph

RAMP B  
PI 121+45.90  
Δ=1°00'59" RT  
C=354.74'  
T=177.38'  
L=354.74'  
R=2000.00'  
E=0.79'  
e=NC  
Design Speed 40 mph

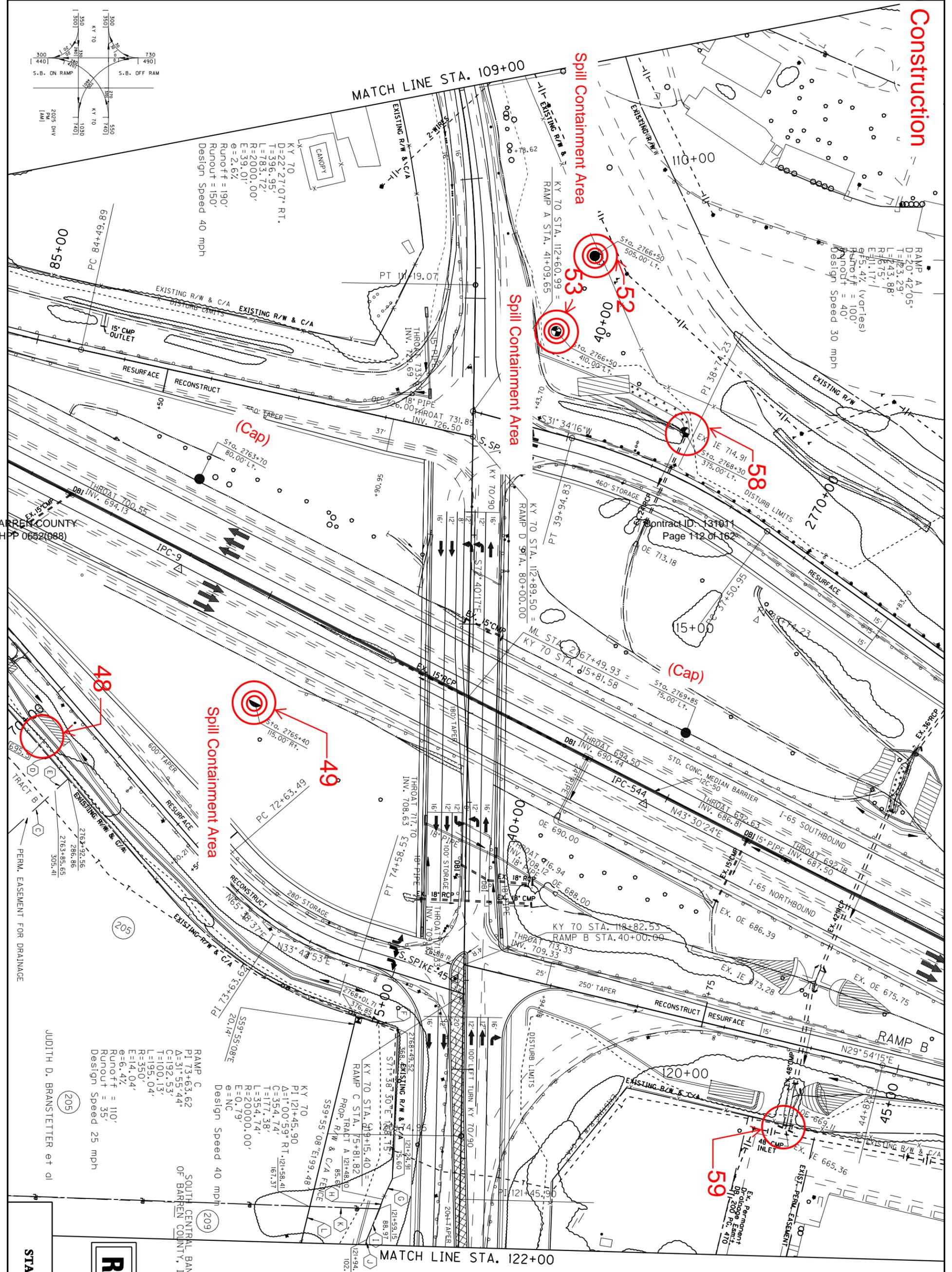
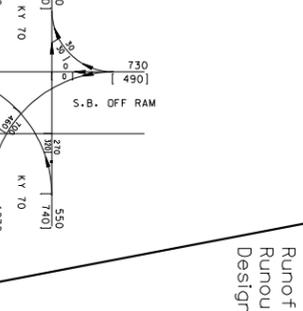
RAMP A  
D=20°42'05"  
T=23.29'  
L=43.88'  
R=1675.0'  
E=11.17'  
e=5.4% (varies)  
Runoff = 100'  
Runout = 40'  
Design Speed 30 mph

RAMP D  
PI 112+89.50  
Δ=80°00'00"  
C=80.00'  
T=0.00'  
L=80.00'  
R=80.00'  
E=0.00'  
e=NC  
Design Speed 40 mph

RAMP A  
D=22°27'07" RT  
T=396.95'  
L=783.72'  
R=2000.00'  
E=39.01'  
e=2.6%  
Runoff = 190'  
Runout = 150'  
Design Speed 40 mph

RAMP A  
D=20°42'05"  
T=23.29'  
L=43.88'  
R=1675.0'  
E=11.17'  
e=5.4% (varies)  
Runoff = 100'  
Runout = 40'  
Design Speed 30 mph

RAMP A  
D=20°42'05"  
T=23.29'  
L=43.88'  
R=1675.0'  
E=11.17'  
e=5.4% (varies)  
Runoff = 100'  
Runout = 40'  
Design Speed 30 mph



BAREN COUNTY  
NHPP 0652(088)

JUDITH D. BRANSTETTER et al

SOUTH CENTRAL BANK  
OF BAREN COUNTY, INC.



KY 70 / KY 90  
STA. 109+00 TO STA. 122+00  
SCALE 1"=50'

MATCH LINE STA. 122+00

Spill Containment Area

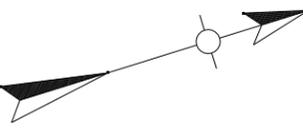
54

55

Contract ID 131011  
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130+00

MATCH LINE STA. 135+00



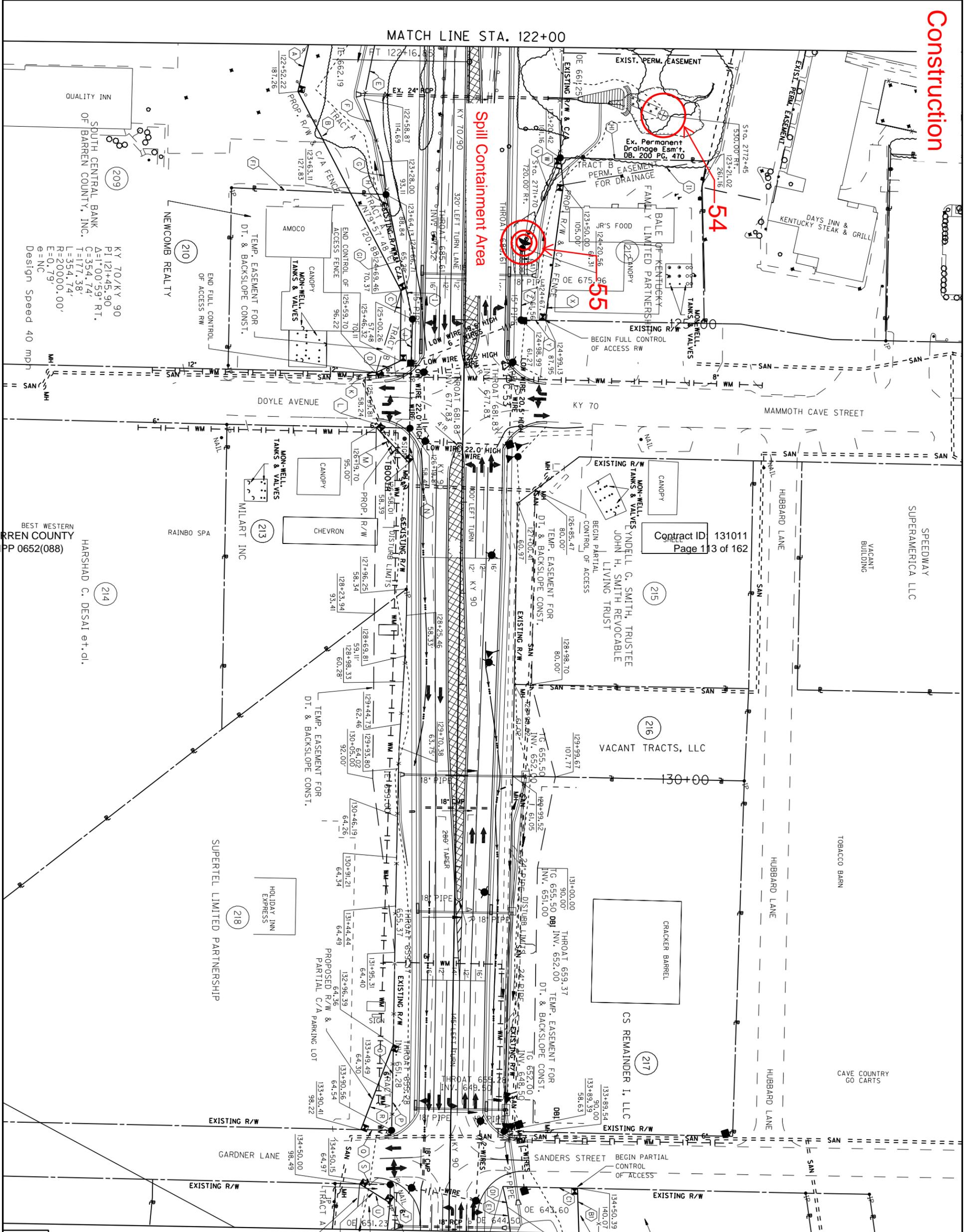
COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-54

REVISED PLAN DATE: MAR 24, 2011

- A S59°55'08"E 95.08'
- B N79°57'48"E 125.29'
- C S71°51'04"E 76.86'
- D S8°46'56"E 29.34'
- E S61°14'22"E 65.59'
- F S89°09'31"E 72.10'
- G S78°23'38"E 36.38'
- H S84°36'11"E 105.26'
- I S84°42'36"E 34.44'
- J S70°55'39"E 59.55'
- K S18°30'24"W 37.99'
- L N18°30'24"E 36.59'
- M N64°38'25"E 52.98'
- N S71°40'35"E 38.20'
- O S71°43'17"E 53.10'
- P S71°19'35"E 41.07'
- Q S18°36'10"W 33.69'
- R S51°51'02"E 99.93'
- S S18°36'10"W 33.52'
- T S71°54'48"E 20.05'
- U N49°21'11"E 39.21'
- V S49°57'14"E 107.79'
- W N79°02'47"W 29.84'
- X N65°08'02"W 150.10'
- Y N18°38'08"E 26.69'
- Z S71°06'58"E 31.20'
- AA S71°57'45"E 47.23'
- AB N74°15'52"W 211.41'
- AC N18°36'10"E 81.82'
- AD S84°55'37"E 22.89'
- AE S79°52'03"E 158.91'
- AF S19°50'35"W 39.00'
- AG S84°36'11"E 105.26'
- AH N18°33'10"E 160.00'
- AI N7°49'16"E 158.83'

**RIGHT OF WAY  
PLANS**

KY 70 / KY 90  
STA. 122+00 TO STA. 135+00  
SCALE 1"=50'



QUALITY INN  
SOUTH CENTRAL BANK  
OF BARREN COUNTY, INC.  
NEWCOMB REALTY

209  
KY 70 / KY 90  
PI 121+45.90  
A=1'00"59" RT.  
C=354.74'  
T=177.38'  
L=354.74'  
R=20000.00'  
e=NC  
Design Speed 40 mph

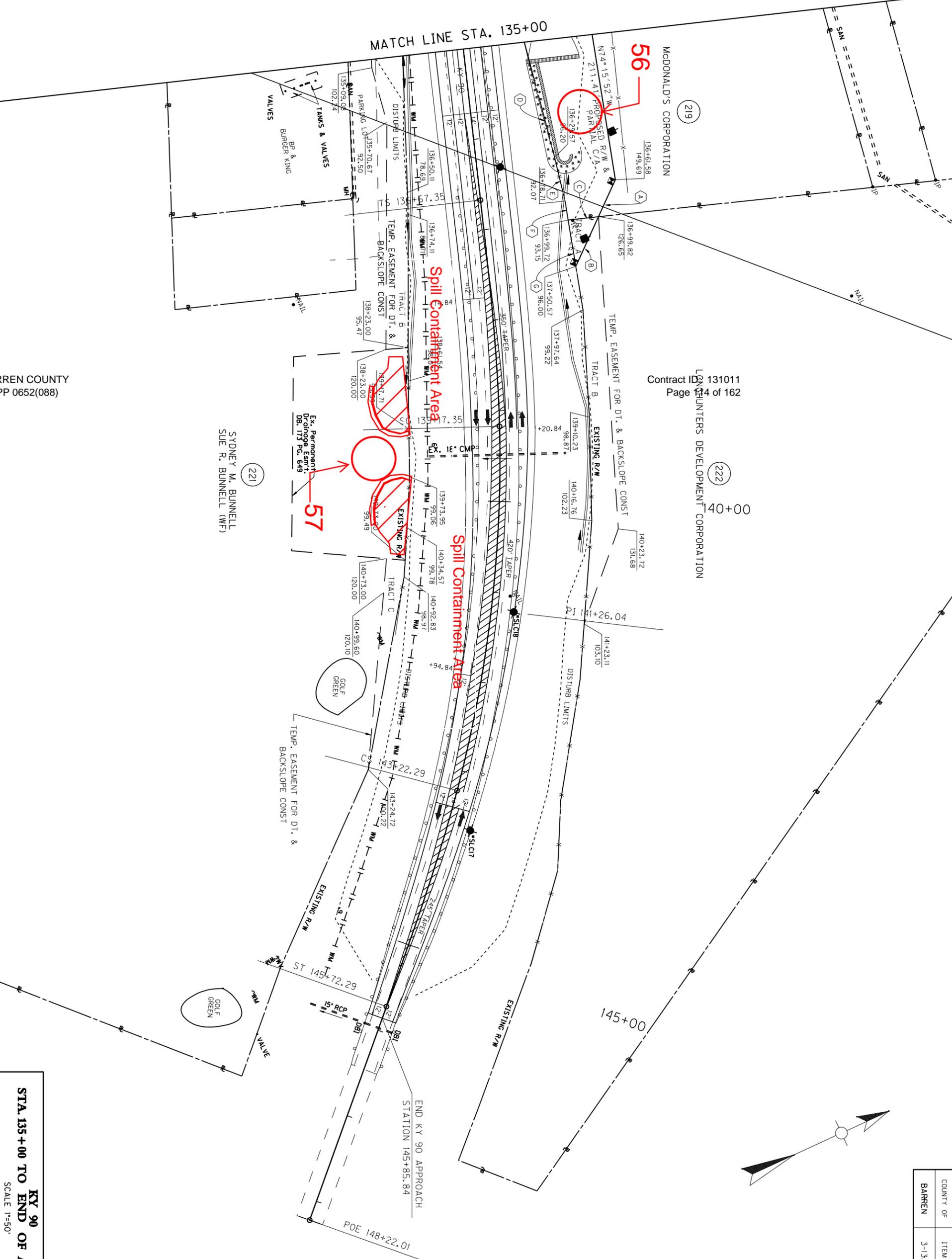
BEST WESTERN  
BARREN COUNTY  
NHPP 0652(088)  
HARSHAD C. DESAI et.al.

214

219  
MCDONALD'S  
CORPORATION

# Construction

- (A) S40° 41' 02" E 44.82'
- (B) S40° 41' 02" E 60.06'
- (C) N18° 36' 10" E 33.50'
- (D) N79° 52' 03" W 158.91'
- (E) N78° 27' 36" W 49.51'
- (F) N74° 31' 49" W 21.15'
- (G) N74° 31' 49" W 51.71'



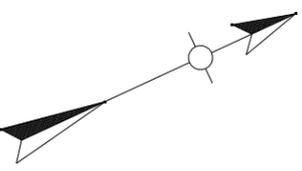
Contract ID 131011  
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LANCASHIRE DEVELOPMENT CORPORATION

219  
MCDONALD'S CORPORATION

221  
SYDNEY M. BUNNELL  
SUE R. BUNNELL (WF)

57  
Ex. Permanent  
Drainage Easmt.  
DB. 173 Pg. 649



COUNTY OF	ITEM NO.	SHEET NO.
BARREN	3-13.00	R-56

BARREN COUNTY  
NHPP 0652(088)

KY 90  
STA. 135+00 TO END OF APPROACH  
SCALE 1"=50'

MATCH LINE STA. 135+00

Spill Containment Area

Spill Containment Area

END KY 90 APPROACH  
STATION 145+85.84

148+22

145+00

40+00

KENTUCKY TRANSPORTATION CABINET  
COMMUNICATING ALL PROMISES (CAP)  
ACTIVE

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<u>Item No.</u>	3 - 13.2	<u>Project Mgr.</u>	kytc\jim.hudson	
<u>CAP #</u>	<u>Date of Promise</u>	<u>Promise made to:</u>	<u>County</u> BARREN	<u>Route</u> I-65
1	01-OCT-12	Ron Carrico	District Three R/W	
<u>CAP Description</u>				
THE CONTRACTOR SHALL NOT USE ANY PORTION OF THE CRACKER BARREL PARKING LOT THAT IS WITHIN THE LIMITS OF THE TEMPORARY EASEMENT ON THAT PARCEL.				

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**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 June 14, 2013 Letting**

<b>Subsection:</b>	109.07.02 Fuel.
<b>Revision:</b>	Revise item Crushed Aggregate Used for Embankment Stabilization to the following: Crushed Aggregate Used for Stabilization of Unsuitable Materials Used for Embankment Stabilization
<b>Subsection:</b>	112.03.12 Project Traffic Coordinator (PTC).
<b>Revision:</b>	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.
<b>Subsection:</b>	112.04.18 Diversions (By-Pass Detours).
<b>Revision:</b>	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.
<b>Subsection:</b>	206.04.01 Embankment-in-Place.
<b>Revision:</b>	Replace the fourth paragraph with the following: The Department will not measure <b>suitable</b> excavation included in the original plans that is disposed of for payment and will consider it incidental to Embankment-in-Place.
<b>Subsection:</b>	208.02.01 Cement.
<b>Revision:</b>	Replace paragraph with the following: Select Type I or Type II cement conforming to Section 801. Use the same type cement throughout the work.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	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.
<b>Subsection:</b>	208.03.06 Curing and Protection.
<b>Revision:</b>	Replace paragraph nine with the following: At no expense to the Department, repair any damage to the subgrade caused by freezing.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the June 14, 2013 Letting**

<b>Subsection:</b>	213.03.02 Progress Requirements.
<b>Revision:</b>	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.
<b>Subsection:</b>	402.03.02 Contractor Quality Control and Department Acceptance.
<b>Part:</b>	D) Testing Responsibilities.
<b>Number:</b>	4) Density.
<b>Revision:</b>	Replace the second sentence of the Option A paragraph with the following: Perform coring by the end of the following work day.
<b>Subsection:</b>	403.02.10 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the first sentence with the following: In addition to the equipment specified above, provide a MTV with the following minimum characteristics:
<b>Subsection:</b>	412.02.09 Material Transfer Vehicle (MTV).
<b>Revision:</b>	Replace the paragraph with the following: Provide and utilize a MTV with the minimum characteristics outlined in section 403.02.10.
<b>Subsection:</b>	412.03.07 Placement and Compaction.
<b>Revision:</b>	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.
<b>Subsection:</b>	412.04 MEASUREMENT.
<b>Revision:</b>	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.
<b>Subsection:</b>	501.03.19 Surface Tolerances and Testing Surface.
<b>Part:</b>	B) Ride Quality.
<b>Revision:</b>	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.
<b>Subsection:</b>	605.03.04 Tack Welding.
<b>Revision:</b>	Insert the subsection and the following: 605.03.04 Tack Welding. The Department does not allow tack welding.
<b>Subsection:</b>	606.03.17 Special Requirements for Latex Concrete Overlays.
<b>Part:</b>	A) Existing Bridges and New Structures.
<b>Number:</b>	1) Prewetting and Grout-Bond Coat.
<b>Revision:</b>	Add the following sentence to the last paragraph: Do not apply a grout-bond coat on bridge decks prepared by hydrodemolition.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the June 14, 2013 Letting**

<b>Subsection:</b>	609.03 Construction.
<b>Revision:</b>	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.
<b>Subsection:</b>	611.03.02 Precast Unit Construction.
<b>Revision:</b>	Replace the first sentence of the subsection with the following: Construct units according to ASTM C1577, <b>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)</b> , and Section 605 with the following exceptions and additions:
<b>Subsection:</b>	613.03.01 Design.
<b>Number:</b>	2)
<b>Revision:</b>	Replace "AASHTO Standard Specifications for Highway Bridges" with "AASHTO LRFD Bridge Design Specifications"
<b>Subsection:</b>	615.06.02
<b>Revision:</b>	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.
<b>Subsection:</b>	615.06.03 Placement of Reinforcement in Precast 3-Sided Units.
<b>Revision:</b>	Replace the reference of 6.6 in the section to 615.06.06.
<b>Subsection:</b>	615.06.04 Placement of Reinforcement for Precast Endwalls.
<b>Revision:</b>	Replace the reference of 6.7 in the section to 615.06.07.
<b>Subsection:</b>	615.06.06 Laps, Welds, and Spacing for Precast 3-Sided Units.
<b>Revision:</b>	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.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the June 14, 2013 Letting**

<b>Subsection:</b>	615.06.07 Laps, Welds, and Spacing for Precast Endwalls.
<b>Revision:</b>	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.
<b>Subsection:</b>	615.08.01 Type of Test Specimen.
<b>Revision:</b>	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 yd <sup>3</sup> (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.
<b>Subsection:</b>	615.08.02 Compression Testing.
<b>Revision:</b>	Delete the second sentence.
<b>Subsection:</b>	615.08.04 Acceptability of Core Tests.
<b>Revision:</b>	Delete the entire subsection.
<b>Subsection:</b>	615.12 Inspection.
<b>Revision:</b>	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.
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Third paragraph, replace the reference to "AWPA C14" with "AWPA U1, Section B, Paragraph 4.1".
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	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.
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Fourth paragraph, replace the reference to "AWPA C2" with "AWPA U1, Section B, Paragraph 4.1".
<b>Subsection:</b>	814.04.02 Timber Guardrail Posts.
<b>Revision:</b>	Delete the second sentence of the fourth paragraph.
<b>Subsection:</b>	816.07.02 Wood Posts and Braces.
<b>Revision:</b>	First paragraph, replace the reference to "AWPA C5" with "AWPA U1, Section B, Paragraph 4.1".
<b>Subsection:</b>	816.07.02 Wood Posts and Braces.
<b>Revision:</b>	Delete the second sentence of the first paragraph.

**Supplemental Specifications to the  
Standard Specifications for Road and Bridge Construction, 2012 Edition  
Effective with the June 14, 2013 Letting**

<b>Subsection:</b>	818.07 Preservative Treatment.
<b>Revision:</b>	First paragraph, replace all references to "AWPA C14" with "AWPA U1, Section A".

### **SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS**

This Special Note will apply when indicated on the plans or in the proposal.

**1.0 DESCRIPTION.** Furnish, install, operate, and maintain variable message signs at the locations shown on the plans or designated by the Engineer. Remove and retain possession of variable message signs when they are no longer needed on the project.

#### **2.0 MATERIALS.**

**2.1 General.** Use LED Variable Message Signs Class I, II, or III, as appropriate, from the Department's List of Approved Materials.

Unclassified signs may be submitted for approval by the Engineer. The Engineer may require a daytime and nighttime demonstration. The Engineer will make a final decision within 30 days after all required information is received.

#### **2.2 Sign and Controls.** All signs must:

- 1) Provide 3-line messages with each line being 8 characters long and at least 18 inches tall. Each character comprises 35 pixels.
- 2) Provide at least 40 preprogrammed messages available for use at any time. Provide for quick and easy change of the displayed message; editing of the message; and additions of new messages.
- 3) Provide a controller consisting of:
  - a) Keyboard or keypad.
  - b) Readout that mimics the actual sign display. (When LCD or LCD type readout is used, include backlighting and heating or otherwise arrange for viewing in cold temperatures.)
  - c) Non-volatile memory or suitable memory with battery backup for storing pre-programmed messages.
  - d) Logic circuitry to control the sequence of messages and flash rate.
- 4) Provide a serial interface that is capable of supporting complete remote control ability through land line and cellular telephone operation. Include communication software capable of immediately updating the message, providing complete sign status, and allowing message library queries and updates.
- 5) Allow a single person easily to raise the sign to a satisfactory height above the pavement during use, and lower the sign during travel.
- 6) Be Highway Orange on all exterior surfaces of the trailer, supports, and controller cabinet.
- 7) Provide operation in ambient temperatures from -30 to + 120 degrees Fahrenheit during snow, rain and other inclement weather.
- 8) Provide the driver board as part of a module. All modules are interchangeable, and have plug and socket arrangements for disconnection and reconnection. Printed circuit boards associated with driver boards have a conformable coating to protect against moisture.
- 9) Provide a sign case sealed against rain, snow, dust, insects, etc. The lens is UV stabilized clear plastic (polycarbonate, acrylic, or other approved material) angled to prevent glare.
- 10) Provide a flat black UV protected coating on the sign hardware, character PCB, and appropriate lens areas.
- 11) Provide a photocell control to provide automatic dimming.

- 12) Allow an on-off flashing sequence at an adjustable rate.
- 13) Provide a sight to aim the message.
- 14) Provide a LED display color of approximately 590 nm amber.
- 15) Provide a controller that is password protected.
- 16) Provide a security device that prevents unauthorized individuals from accessing the controller.
- 17) Provide the following 3-line messages preprogrammed and available for use when the sign unit begins operation:

/KEEP/RIGHT/=>=>=>/	/MIN/SPEED/**MPH/
/KEEP/LEFT/<<<</	/ICY/BRIDGE/AHEAD/ /ONE
/LOOSE/GRAVEL/AHEAD/	LANE/BRIDGE/AHEAD/
/RD WORK/NEXT/**MILES/	/ROUGH/ROAD/AHEAD/
/TWO WAY/TRAFFIC/AHEAD/	/MERGING/TRAFFIC/AHEAD/
/PAINT/CREW/AHEAD/	/NEXT/**/MILES/
/REDUCE/SPEED/**MPH/	/HEAVY/TRAFFIC/AHEAD/
/BRIDGE/WORK/**0 FT/	/SPEED/LIMIT/**MPH/
/MAX/SPEED/**MPH/	/BUMP/AHEAD/
/SURVEY/PARTY/AHEAD/	/TWO/WAY/TRAFFIC/

\*Insert numerals as directed by the Engineer.  
Add other messages during the project when required by the Engineer.

**2.3 Power.**

- 1) Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.

**3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

Maintain the sign in proper working order, including repair of any damage done by others, until completion of the project. When the sign becomes inoperative, immediately repair or replace the sign. Repetitive problems with the same unit will be cause for rejection and replacement.

Use only project related messages and messages directed by the Engineer, unnecessary messages lessen the impact of the sign. Ensure the message is displayed in either one or 2 phases with each phase having no more than 3 lines of text. When no message is needed, but it is necessary to know if the sign is operable, flash only a pixel.

When the sign is not needed, move it outside the clear zone or where the Engineer directs. Variable Message Signs are the property of the Contractor and shall be removed from the project when no longer needed. The Department will not assume ownership of these signs.

**4.0 MEASUREMENT.** The final quantity of Variable Message Sign will be

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the actual number of individual signs acceptably furnished and operated during the project. The Department will not measure signs replaced due to damage or rejection.

**5.0 PAYMENT.** The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. 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>
02671	Portable Changeable Message Sign	Each

Effective 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 <sup>1</sup>	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 <sup>2</sup>
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 <sup>3</sup> (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 <sup>2</sup> Channel applications	6.0 <sup>4</sup>	8.0 <sup>4</sup>	10.0 <sup>4</sup>	12.0 <sup>4</sup>	ASTM D6459 ASTM D6460-07

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

<sup>2</sup>Minimum Average Roll Values for tensile strength of sample material machine direction.

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

<sup>4</sup>Maximum 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

**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

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.

**ATTACHMENTS**

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

**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.

**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).

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 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.

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.

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.

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.

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).

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.

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.

**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.

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

**2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.



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
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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

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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)).

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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
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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.



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Michael Donta, Deputy Commissioner  
Department of Workplace Standards

<u>CLASSIFICATIONS</u>	<u>RATE AND FRINGE BENEFITS</u>	
<b>BOILERMAKERS:</b>	BASE RATE	\$24.65
	FRINGE BENEFIT	12.94
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<b>BRICKLAYERS:</b>		
Bricklayers:	BASE RATE	\$22.90
	FRINGE BENEFITS	8.50
Stone Mason:	BASE RATE	\$21.50
	FRINGE BENEFITS	8.50
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<b>CARPENTERS:</b>		
Carpenters:	BASE RATE	\$24.15
	FRINGE BENEFITS	13.50
Piledrivers:	BASE RATE	\$23.80
	FRINGE BENEFITS	13.50
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<b>CEMENT MASONS:</b>	BASE RATE	\$21.25
	FRINGE BENEFITS	8.50
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<b>ELECTRICIANS:</b>	*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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<b>IRONWORKERS:</b>	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 rakersm 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 OECP 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>	
<b>PLUMBERS:</b>	BASE RATE	\$22.52
	FRINGE BENEFITS	7.80
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<b>SHEET METAL:</b>	BASE RATE	\$20.40
	FRINGE BENEFITS	7.80
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<b>TRUCK DRIVERS:</b>		
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

**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:

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
12.0%	6.9%

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

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

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

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

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

**PART IV**  
**INSURANCE**

## INSURANCE

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

- 1) Commercial General Liability-Occurrence form – not less than \$2,000,000 General aggregate, \$2,000,000 Products & Completed Aggregate, \$1,000,000 Personal & Advertising, \$1,000,000 each occurrence.
- 2) Automobile Liability- \$1,000,000 per accident
- 3) Employers Liability:
  - a) \$100,000 Each Accident Bodily Injury
  - b) \$500,000 Policy limit Bodily Injury by Disease
  - c) \$100,000 Each Employee Bodily Injury by Disease
- 4) The insurance required above must be evidenced by a Certificate of Insurance and this Certificate of Insurance must contain one of the following statements:
  - a) "policy contains no deductible clauses."
  - b) "policy contains \_\_\_\_\_ (amount) deductible property damage clause but company will pay claim and collect the deductible from the insured."
- 5) KENTUCKY WORKMEN'S COMPENSATION INSURANCE. The contractor shall furnish evidence of coverage of all his employees or give evidence of self-insurance by submitting a copy of a certificate issued by the Workmen's Compensation Board.

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

**PART V**  
**BID ITEMS**

### PROPOSAL BID ITEMS

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#### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0010	00001		DGA BASE	6,547.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	13.00	TON		\$	
0030	00190		LEVELING & WEDGING PG64-22	5,005.00	TON		\$	
0040	00214		CL3 ASPH BASE 1.00D PG64-22	6,948.00	TON		\$	
0050	00216		CL3 ASPH BASE 1.00D PG76-22	4,416.00	TON		\$	
0060	00291		EMULSIFIED ASPHALT RS-2	3.00	TON		\$	
0070	00312		CL3 ASPH SURF 0.50D PG64-22	152.00	TON		\$	
0080	00332		CL3 ASPH SURF 0.50A PG76-22	1,902.00	TON		\$	
0090	23019EN		ASPHALT MILLING AND TEXTURING	205.00	SQYD		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0100	00071		CRUSHED AGGREGATE SIZE NO 57	4.00	TON		\$	
0110	01310		REMOVE PIPE	16.00	LF		\$	
0120	01584		CAP DROP BOX INLET	1.00	EACH		\$	
0130	01711		FILL AND CAP WELL	1.00	EACH		\$	
0140	01810		STANDARD CURB AND GUTTER	1,533.00	LF		\$	
0150	01811		STANDARD CURB AND GUTTER MOD	1,672.00	LF		\$	
0160	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	55.00	EACH		\$	
0170	01983		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	5.00	EACH		\$	
0180	02001		CURB TO BARRIER WALL TRANS	2.00	EACH		\$	
0190	02091		REMOVE PAVEMENT	1,081.00	SQYD		\$	
0200	02159		TEMP DITCH	3,384.00	LF		\$	
0210	02160		CLEAN TEMP DITCH	3,384.00	LF		\$	
0220	02200		ROADWAY EXCAVATION	12,115.00	CUYD		\$	
0230	02230		EMBANKMENT IN PLACE	39,333.00	CUYD		\$	
0240	02262		FENCE-WOVEN WIRE TYPE 1	3,161.00	LF		\$	
0250	02265		REMOVE FENCE	4,658.00	LF		\$	
0260	02273		FENCE-4 FT CHAIN LINK	1,321.00	LF		\$	
0270	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	2.00	EACH		\$	
0280	02367		GUARDRAIL END TREATMENT TYPE 1	1.00	EACH		\$	
0290	02381		REMOVE GUARDRAIL	3,419.00	LF		\$	
0300	02383		REMOVE & RESET GUARDRAIL	577.00	LF		\$	
0310	02429		RIGHT-OF-WAY MONUMENT TYPE 1	17.00	EACH		\$	
0320	02432		WITNESS POST	3.00	EACH		\$	
0330	02483		CHANNEL LINING CLASS II	58.00	TON		\$	
0340	02545		CLEARING AND GRUBBING 11 ACRES	1.00	LS		\$	
0350	02562		TEMPORARY SIGNS	356.00	SQFT		\$	
0360	02585		EDGE KEY	118.00	LF		\$	
0370	02596		FABRIC-GEOTEXTILE TYPE I	102.00	SQYD		\$	
0380	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0390	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0400	02690		SAFELOADING	30.00	CUYD		\$	

**PROPOSAL BID ITEMS**

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0410	02701		TEMP SILT FENCE	3,384.00	LF		\$	
0420	02703		SILT TRAP TYPE A	21.00	EACH		\$	
0430	02704		SILT TRAP TYPE B	21.00	EACH		\$	
0440	02705		SILT TRAP TYPE C	12.00	EACH		\$	
0450	02706		CLEAN SILT TRAP TYPE A	63.00	EACH		\$	
0460	02707		CLEAN SILT TRAP TYPE B	63.00	EACH		\$	
0470	02708		CLEAN SILT TRAP TYPE C	36.00	EACH		\$	
0480	02709		CLEAN TEMP SILT FENCE	3,384.00	LF		\$	
0490	02720		SIDEWALK-4 IN CONCRETE	1,715.00	SQYD		\$	
0500	02726		STAKING	1.00	LS		\$	
0510	02775		ARROW PANEL	2.00	EACH		\$	
0520	03262		CLEAN PIPE STRUCTURE	3.00	EACH		\$	
0530	03287		SIDEWALK RAMP TYPE 1	2.00	EACH		\$	
0540	03289		SIDEWALK RAMP TYPE 3	8.00	EACH		\$	
0550	05950		EROSION CONTROL BLANKET	535.00	SQYD		\$	
0560	05952		TEMP MULCH	49,321.00	SQYD		\$	
0570	05953		TEMP SEEDING AND PROTECTION	4,861.00	SQYD		\$	
0580	05966		TOPDRESSING FERTILIZER	2.55	TON		\$	
0590	05985		SEEDING AND PROTECTION	48,611.00	SQYD		\$	
0600	05990		SODDING	710.00	SQYD		\$	
0610	06417		FLEXIBLE DELINEATOR POST-W	27.00	EACH		\$	
0620	06418		FLEXIBLE DELINEATOR POST-Y	7.00	EACH		\$	
0630	06510		PAVE STRIPING-TEMP PAINT-4 IN	49,104.00	LF		\$	
0640	06511		PAVE STRIPING-TEMP PAINT-6 IN	5,520.00	LF		\$	
0650	06514		PAVE STRIPING-PERM PAINT-4 INYELLOW	7,062.00	LF		\$	
0660	06514		PAVE STRIPING-PERM PAINT-4 INWHITE	9,306.00	LF		\$	
0670	06566		PAVE MARKING-THERMO X-WALK-12 IN	499.00	LF		\$	
0680	06567		PAVE MARKING-THERMO STOP BAR-12IN	204.00	LF		\$	
0690	06568		PAVE MARKING-THERMO STOP BAR-24IN	53.00	LF		\$	
0700	06570		PAVE MARKING-PAINT CROSS-HATCH	18,062.00	SQFT		\$	
0710	06574		PAVE MARKING-THERMO CURV ARROW	26.00	EACH		\$	
0720	06575		PAVE MARKING-THERMO COMB ARROW	2.00	EACH		\$	
0730	06576		PAVE MARKING-THERMO ONLY	1.00	EACH		\$	
0740	06589		PAVEMENT MARKER TYPE V-MW	87.00	EACH		\$	
0750	06591		PAVEMENT MARKER TYPE V-BY	171.00	EACH		\$	
0760	06592		PAVEMENT MARKER TYPE V-B W/R	5.00	EACH		\$	
0770	06593		PAVEMENT MARKER TYPE V-B Y/R	10.00	EACH		\$	
0780	06598		PAVEMENT MARKING REMOVAL	6,172.00	SQFT		\$	
0790	06600		REMOVE PAVEMENT MARKER TYPE V	28.00	EACH		\$	
0800	10020NS		FUEL ADJUSTMENT	32,139.00	DOLL	\$1.00	\$	\$32,139.00
0810	10030NS		ASPHALT ADJUSTMENT	52,459.00	DOLL	\$1.00	\$	\$52,459.00
0820	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	2,333.00	LF		\$	
0830	20456NS835		INSTALL TEMP VIDEO CAMERA	1.00	EACH		\$	
0840	20782NS714		PAVE MARKING THERMO-BIKE	20.00	EACH		\$	
0850	21802EN		G/R STEEL W BEAM-S FACE (7 FT POST)	3,687.50	LF		\$	
0860	22664EN		WATER BLASTING EXISTING STRIPE	4,104.00	LF		\$	
0870	23131ER701		PIPELINE VIDEO INSPECTION	291.00	LF		\$	
0880	23158ES505		DETECTABLE WARNINGS	160.00	SQFT		\$	
0890	23159EN		DURABLE WATERBORNE MARKING-6 IN W	1,028.00	LF		\$	
0900	23160EN		DURABLE WATERBORNE MARKING-6 IN Y	812.00	LF		\$	

**PROPOSAL BID ITEMS**

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0910	23274EN11F		TURF REINFORCEMENT MAT 1	921.00	SQYD		\$	
0920	23545EC		CLEAN ENHANCED SILT TRAP	6.00	EACH		\$	

**Section: 0003 - DRAINAGE**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
0930	00461		CULVERT PIPE-15 IN	66.00	LF		\$	
0940	00464		CULVERT PIPE-24 IN	52.00	LF		\$	
0950	00521		STORM SEWER PIPE-15 IN	946.00	LF		\$	
0960	00522		STORM SEWER PIPE-18 IN	518.00	LF		\$	
0970	01202		PIPE CULVERT HEADWALL-15 IN	5.00	EACH		\$	
0980	01204		PIPE CULVERT HEADWALL-18 IN	3.00	EACH		\$	
0990	01208		PIPE CULVERT HEADWALL-24 IN	1.00	EACH		\$	
1000	01456		CURB BOX INLET TYPE A	13.00	EACH		\$	
1010	01490		DROP BOX INLET TYPE 1	1.00	EACH		\$	
1020	02625		REMOVE HEADWALL	4.00	EACH		\$	
1030	04811		ELECTRICAL JUNCTION BOX TYPE B	1.00	EACH		\$	

**Section: 0004 - SIGNING**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1040	06406		SBM ALUM SHEET SIGNS .080 IN	292.00	SQFT		\$	
1050	06407		SBM ALUM SHEET SIGNS .125 IN	118.00	SQFT		\$	
1060	06410		STEEL POST TYPE 1	218.00	LF		\$	
1070	06411		STEEL POST TYPE 2	654.00	LF		\$	
1080	06412		STEEL POST MILE MARKERS	1.00	EACH		\$	
1090	06441		GMSS GALV STEEL TYPE C	231.00	LB		\$	
1100	06451		REMOVE SIGN SUPPORT BEAM	2.00	EACH		\$	
1110	06490		CLASS A CONCRETE FOR SIGNS	1.62	CUYD		\$	
1120	06491		STEEL REINFORCEMENT FOR SIGNS	114.00	LB		\$	
1130	20418ED		REMOVE & RELOCATE SIGNS	6.00	EACH		\$	
1140	20419ND		ROADWAY CROSS SECTION	1.00	EACH		\$	
1150	21596ND		GMSS TYPE D	1.00	EACH		\$	

**Section: 0005 - SIGNALIZATION**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1160	04792		CONDUIT-1 IN	20.00	LF		\$	
1170	04795		CONDUIT-2 IN	247.00	LF		\$	
1180	04811		ELECTRICAL JUNCTION BOX TYPE B	4.00	EACH		\$	
1190	04820		TRENCHING AND BACKFILLING	247.00	LF		\$	
1200	04830		LOOP WIRE	2,920.00	LF		\$	
1210	04844		CABLE-NO. 14/5C	2,540.00	LF		\$	
1220	04850		CABLE-NO. 14/1 PAIR	1,646.00	LF		\$	
1230	04882		SIGNAL PEDESTAL	2.00	EACH		\$	
1240	04885		MESSENGER-10800 LB	420.00	LF		\$	

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1250	04895		LOOP SAW SLOT AND FILL	1,044.00	LF		\$	
1260	04931		INSTALL CONTROLLER TYPE 170	1.00	EACH		\$	
1270	04932		INSTALL STEEL STRAIN POLE	4.00	EACH		\$	
1280	04950		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	
1290	20093NS835		INSTALL PEDESTRIAN HEAD-LED	8.00	EACH		\$	
1300	20188NS835		INSTALL LED SIGNAL-3 SECTION	8.00	EACH		\$	
1310	20266ES835		INSTALL LED SIGNAL- 4 SECTION	2.00	EACH		\$	
1320	21743NN		INSTALL PEDESTRIAN DETECTOR	8.00	EACH		\$	
1330	23157EN		TRAFFIC SIGNAL POLE BASE	17.27	CUYD		\$	
1340	23222EC		INSTALL SIGNAL PEDESTAL	2.00	EACH		\$	
1350	23982EC		INSTALL ANTENNA	1.00	EACH		\$	

**Section: 0006 - MOB AND DEMOB**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	FP	AMOUNT
1360	02568		MOBILIZATION	1.00	LS		\$	
1370	02569		DEMOBILIZATION	1.00	LS		\$	