

CALL NO. <u>100</u> CONTRACT ID. <u>181201</u> <u>FAYETTE COUNTY</u> FED/STATE PROJECT NUMBER <u>NHPP 2681 (033)</u> DESCRIPTION <u>NEW CIRCLE ROAD (KY 4)</u> WORK TYPE <u>GRADE, DRAIN & SURFACE WITH BRIDGE</u> PRIMARY COMPLETION DATE <u>11/30/2020</u>

LETTING DATE: March 23,2018

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 23,2018. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

PLANS AVAILABLE FOR THIS PROJECT.

DBE CERTIFICATION REQUIRED - 8%

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

TABLE OF CONTENTS

PART I SCOPE OF WORK

- PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGES
- CONTRACT NOTES
- FEDERAL CONTRACT NOTES
- TRAINEES
- SIGNIFICANT PROJECT -PROJECT TRAFFIC COORDINATOR
- DGA BASE
- DGA BASE FOR SHOULDERS
- INCIDENTAL SURFACING
- ASPHALT PAVEMENT RIDE QUALITY CAT B
- FUEL AND ASPHALT PAY ADJUSTMENT
- COMPACTION OPTION A
- SPECIAL NOTE(S) APPLICABLE TO PROJECT
- PIPELINE INSPECTION
- TRAFFIC CONTROL PLAN
- BRIDGE DEMOLITION, RENOVATION
- ASBESTOS ABATEMENT REPORT
- RIGHT OF WAY NOTES
- UTILITY IMPACT & RAIL CERTIFICATION NOTES
- GENERAL UTILITY NOTES
- SEWER STANDARD UTILITY BID ITEMS
- DEPT OF ARMY NATIONWIDE PERMIT
- KPDES STORM WATER PERMIT, BMP AND APPROVAL LETTER
- COMMUNICATING ALL PROMISES
- PRE-BID CONFERENCE

PART II SPECIFICATIONS AND STANDARD DRAWINGS

- SPECIFICATIONS REFERENCE
- SUPPLEMENTAL SPECIFICATION
- [SN-11] PORTABLE CHANGEABLE SIGNS
- [SN-2E] ROADBED STABILIZATION AT BRIDGE ENDS
- [SN-11C] DRILLED SHAFTS
- [SN-11D] ROCK BLASTING
- [SN-11F] TURF REINFORCEMENT MAT
- [SN 111] COMPLETE GEOGRID REINFORCEMENT FOR ASPHALT PAVEMENTS
- [SN-11M] BARCODE LABEL ON PERMANENT SIGNS
- [SN-11N] LONGITUDINAL PAVEMENT JOINT ADHESIVE
- [SP-69] EMBANKMENT AT BRIDGE END BENT STRUCTURES

PART III EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

- FEDERAL-AID CONSTRUCTION CONTRACTS FHWA 1273
- NONDISCRIMINATION OF EMPLOYEES
- EXECUTIVE BRANCH CODE OF ETHICS
- TRAINING SPECIAL PROVISIONS
- PROJECT WAGE RATES LOCALITY 3 / FEDERAL
- NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO FAYETTE

PART IV INSURANCE

FAYETTE COUNTY NHPP 2681 (033) Contract ID: 181201 Page 3 of 281

PART V BID ITEMS

PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 07

CONTRACT ID - 181201

NHPP 2681 (033)

COUNTY - FAYETTE

PCN - DE03400041801 NHPP 2681 (033)

NEW CIRCLE ROAD (KY 4) (MP 8.731) WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE (MP 10.015), A DISTANCE OF 02.10 MILES.GRADE, DRAIN & SURFACE WITH BRIDGE SYP NO. 07-00366.00. GEOGRAPHIC COORDINATES LATITUDE 38:04:28.00 LONGITUDE 84:29:43.00

COMPLETION DATE(S):

COMPLETED BY 11/30/2020 APPLIES TO

APPLIES TO ENTIRE CONTRACT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. When prescribed in said directives, the contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom shall be contacted through their individual Protection Notification Center. Non-compliance with these directives can result in the enforcement of penalties.

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 <u>KRS 14A.9-010</u> to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under <u>KRS 14A.9-030</u> 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 <u>KRS 14A.9-010</u>, the foreign entity should identify the applicable exception. Foreign entity is defined within <u>KRS 14A.1-070</u>.

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 <u>https://secure.kentucky.gov/sos/ftbr/welcome.aspx</u>.

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 <u>kytc.projectquestions@ky.gov</u>. 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 (<u>www.transportation.ky.gov/contract</u>). 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 US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, 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 state. 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.

January 10, 2018

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
- 102.8 Irregular Proposals 102.14 Disqualification of Bidders

102.9 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 <u>will not</u> 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 14-35 DBE, within 5 days of the letting. This is necessary before the Awards Committee will review and make a recommendation. <u>The project will not be considered for award prior to</u> 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 certainly 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 our 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 complete and submit a signed and notarized affidavit (<u>TC 18-7</u>) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be submitted within 10 days of being paid by the Cabinet.

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

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact is Melvin Bynes and the telephone number is (502) 564-3601.

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development

6th Floor West 200 Mero Street Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

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

1/27/2017

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO <u>PREFERENCE ACT (CPA).</u> (REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

102.10 Cargo Preference Act – Use of United States-flag vessels.

Pursuant to Title 46CFR Part 381, the Contractor agrees

• To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

• To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

• To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

TRAINEES

In Compliance with the "TRAINING SPECIAL PROVISION" included in Part III of the Proposal, the Contractor will be required to employ a trainee(s) for this contract.

PROJECT TRAFFIC COORDINATOR (PTC)

Be advised this project is a significant project pursuant to section 112.03.12.

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.

RECOMMENDATION FOR PICKUP OF ITEMS TO BE INSTALLED ON TRAFFIC SIGNALS/LIGHTING

Item Number:	7-366.00	
County:	034-FAYETTE	
Description:	NEW (CIRCLE ROAD WIDENING SIGNALS

Cabinets	Master code		
	5 T-01-0020	Base Mounted 332 Cabinet	
	5 T-01-0105	ATC Controller	
	5 T-01-0106	1C w/Maxtime (this should go with item ATC controller)	
	2 T-01-0501	Conflict Monitor, Model 2018	Special Order
	9 T-01-0510	Isolator, Model 242 (for ped detector and railroad)	
:	32 T-01-0600	Loop Detector, Model 222	
4	11 T-01-0700	Load Switches	

Signals		
44	T-02-0009	Siemens 3 Section Signal
2	T-02-0032	Siemen 3 section backplate
4	T-02-0033	Siemen 4 secton 12" signal (poly)
5	T-02-0034	Siemen 4 section 12" signal double red
1	T-02-0040	Siemen 5 section, 12 inch signal (poly)
5	T-02-0042	4-sec dbl red backplate only
24	T-02-0090	Pedestrian signal housing
12	T-02-0300	LED Module 12" red arrow
17	T-02-0310	LED Module 12" yellow arrow
13	T-02-0320	LED Module 12" green arrow
47	T-02-0330	LED Module 12" red ball
42	T-02-0340	LED Module 12" yellow ball
42	T-02-0350	LED Module 12" green ball
24	T-02-0365	LED Countdown Pedestrian Module

Special items			
1	T-02-0009	Mast arm mount signal bracket (3 section)	
15	T-02-0650	Pedstl.top mntg.bkt One-way	
3	T-02-0660	Pedstl.top mntg.bkt Two-way	
18	T-02-0670	Pedestal	
24	T-06-0710	Ped Detector Pole Mount FSA Box	
24	T-06-0730	Ped Button w/o Plunger	
24	T-17-0015	9 X 15 Countdown Ped Sign DBL Sided	

Poles		
6	T-04-0020	Steel Strain Pole 30 foot
11	T-04-0030	Steel Strain Pole 32 foot
2	T-04-0040	Steel Strain Pole 34 foot
1	T-04-0051	Steel Strain Pole 36 foot
1	T-04-0055	Steel Strain Pole 40 foot

Electrical Contractor Name

Electrical Contractor Supervisor

Project Engineer

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project Signature of Project Engineer or Designee

Contact number for Supervisor Contact number for Project Engineer

COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

FAYETTE COUNTY

ITEM NUMBER 7-336.00

TABLE OF CONTENTS

ITEM NUMBER 7-336.000
TABLE OF CONTENTS 1
PROJECT DESCRIPTION
POLE BASE
CAMERA ASSEMBLY
COMMUNICATIONS CABLE
MODEL DDB ENCLOSURES
FIBER OPTIC CABLE AND FIBER TERMINATION RACK 13
JUNCTION BOX 17
Vented Rodent Barrier Detail 19
GLOSSARY

PROJECT DESCRIPTION

GENERAL

This project includes furnishing and installing Vicon camera on steel strain pole. This equipment will replace the traffic monitoring and advisory capabilities of the District 7 and Lexington Fayette.

This ITS Project complies with the requirements of 23 CFR 940. The ITS work to be performed is referenced in the current Kentucky 2009 Statewide ITS Architecture at Appendix C-4,5 and C-4 (Traffic Incident Management System ATMS08, and Traffic Information Dissemination ATMS06), and in the Updated Section 5 and Appendix B of the 2009 Addendum to the Original Kentucky ITS Business Plan.

EQUIPMENT AND MATERIALS

All equipment and materials shall be new, free of defects and damage.

SPECIFICATIONS AND WORKMANSHIP

Unless otherwise specified, all work shall conform to the following:

- Kentucky Standard Specifications for Road and Bridge Construction, latest edition.
- FHWA, Manual on Uniform Traffic Control Devices, latest edition.
- National Electrical Code, latest edition.

- National Electric Safety Code, latest edition.
- KYTC Department of Highways Standard Drawings, current editions.
- KYTC Department of Highways Sepia Drawings, current editions.
- International Municipal Signal Association (IMSA) Specification No. 51-7, current edition.
- AASHTO, Roadside Design Guide, latest edition.
- AASHTO, Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, latest edition.

All work shall be performed in a neat and professional manner. The Contractor shall remove debris and trash from work areas during construction. The Contractor shall restore areas to original condition and clean up all debris after construction.

DAMAGE TO EXISTING FACILITIES

The Contractor shall be responsible for locating all underground utilities prior to excavation. The contractor shall repair damage caused to any public or private facilities at his expense. Utilities include but are not limited to telephone, power, water, gas, fiber optic cable, underground vaults, roadway lighting wiring, traffic signal wiring, and roadway drainage systems.

MATERIALS LIST

The contractor shall provide an equipment list in Microsoft Excel format to the Engineer containing the following information:

- Type of equipment
- Field location
- Make
- Model
- Serial number
- Date of purchase
- Manufacturer contact information
- Equipment vendor contact information (if different)
- Date of Installation
- Date warranty expires

This list shall be provided to the Division of Traffic Operations and Lexington Fayette prior to burn-in testing.

WARRANTY

The Contractor shall provide a copy of all equipment warranty information to the Division of Traffic Operations. The Contractor shall provide documentation from the manufacturer that ownership of the warranty is transferred to the following:

David Filiatreau, PE, PTOE

Signal Systems Manager

Lexington-Fayette Urban County Government 101 E. Vine Street, Suite 300 Lexington, KY 40507 (859)258-3491

TESTING

The contractor shall demonstrate proper functioning of all devices at the field communications demarcation point. After each device can be successfully operated at the field communications demarcation point the devices will be integrated into the Lexington Fayette Traffic Operations Center. A 30 day equipment burn-in test will begin after each device is integrated and can be remotely controlled from the operations centers. The Contractor is responsible for repairing or replacing defective equipment during the period between the field test and the start of the 30 day burn-in test.

The 30 day burn-in test will be conducted by Lexington Fayette from the operations center and consist of operational control of PTZ and video of the remote camera location.

If a device fails during the 30 burn-in day test, Lexington Fayette personnel will test the device at the field cabinet. If the device cannot be operated at the field cabinet the Contractor shall repair or replace the device and a new 30 day burn-in test will begin for that device.

The project will be accepted after all devices have completed their 30 day test successfully, acceptable as-built drawings and warranty information have been received.

SYSTEM COMPATIBILITY

The Contractor is responsible for coordinating with Lexington Fayette to insure equipment compatibility and to complete integration of equipment into the Lexington Fayette project.

COMMUNICATIONS

Camera shall communicate with the control center over the new phone lines and/or DSL connection, Fiber optic (coordinated with the Lexington Fayette). The Contractor shall be responsible for furnishing and installing all conduits, junction boxes and communication cables installed on Kentucky right-of-way as specified in the plans. The Contractor shall be responsible for the installation and correct operation of all communications systems located in the field cabinet to the field devices. Testing of the Contractor's work will be performed both locally at the cabinet and remotely at the Lexington Fayette Traffic Operations Center. Lexington Fayette personnel will assist with any troubleshooting necessary to resolve problems with the communication equipment.

EQUIPMENT LIST

The contractor shall provide an equipment list in Microsoft Excel format to the Engineer containing the following information:

- Type of equipment
- Field location
- Make
- Model
- Serial number
- Date of purchase
- Manufacturer contact information
- Equipment vendor contact information (if different)
- Date of Installation
- Date warranty expires

This list shall be provided to the Division of Traffic Operations and Lexington Fayette Systems Administrator prior to burn-in testing. See below for Fayette Info:

David Filiatreau, PE, PTOE Signal Systems Manager Lexington-Fayette Urban County Government 101 E. Vine Street, Suite 300 Lexington, KY 40507 (859)258-3491 SHOP DRAWINGS

All items that are used on this project shall have shop drawings sent to Engineer, who will contact Division of Traffic Operations for approval. All items shall be approved before purchase of said items.

AS-BUILT DRAWINGS

The Contractor, at the completion of the project, shall submit as-built drawings. As-built drawings shall be submitted in electronic format such as .pdf, .tiff, .dgn or other standard image format acceptable to the Engineer. As-built drawings may be scanned from marked up field plans or drawn in MicroStation. As-built drawings shall be scanned at a resolution that will allow them to be clearly legible on a computer display. As-built drawings shall include the exact location of all above ground equipment, underground conduit, wire, sensors and other equipment. Drawings shall indicate any changes to the design including changes to the numbers of conductors, wire gage, splices, additional conduit, etc. Conduit locations shall be drawn to scale or shall be dimensioned and referenced to permanent roadway features. Turns in conduit shall be referenced so that the conduit paths may be derived from the as-built drawings. Existing underground utilities shall be indicated on the drawings. Two copies of the drawings shall be submitted. One copy of the drawings shall be submitted to the Engineer. One copy of the drawings shall be submitted to the KYTC Division of Traffic Operations Design Services Branch and Lexington Fayette. The Contractor shall correct any drawings that are deemed unacceptable to the Engineer. As-built drawings shall be delivered prior to burn-in testing.

POLE BASE

DESCRIPTION

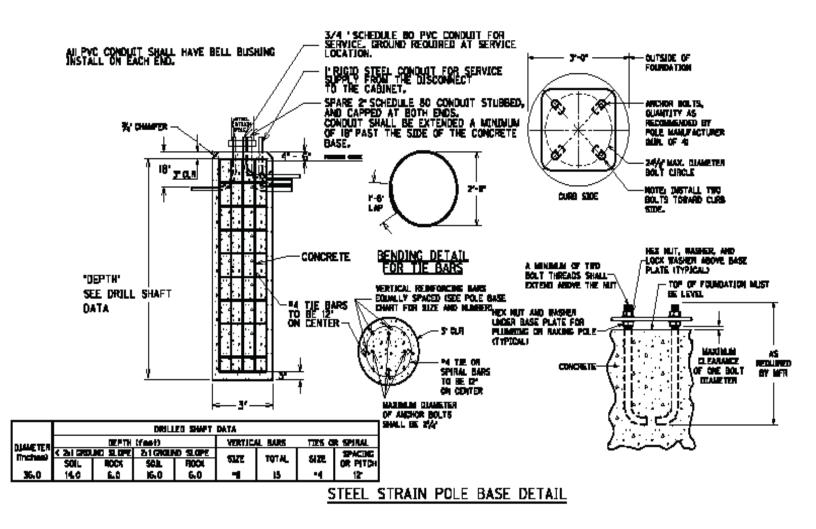
Furnish and install Pole Base in accordance with the plans, specifications and Standard Drawings.

MATERIALS

Pole Base includes concrete, anchor bolts, reinforcing steel, and conduit within base. The Contractor shall submit to material testing at the discretion of the Engineer.

INSTALLATION

The Contractor shall stake all proposed pole base locations and obtain approval before excavation. The Lexington Fayette or District Engineer will approve locations for pole bases. The Contractor shall have utilities marked in the field prior to requesting approval. The Contractor shall allow two weeks to schedule the location approval. This approval of field device location does not relieve the contractor from his responsibility to avoid utilities and repair any damage to buried infrastructure. The Contractor shall grade and re-seed all disturbed areas and restore the area to the satisfaction of the Engineer. Poles located behind guardrail shall have a minimum 4' spacing from edge of pole to face of guardrail. Otherwise, poles shall be located as according to the plans sheets or a minimum of 30' from all driving lanes. This item includes all excavation including any special equipment required to install the base in rock. Near the pole base 3' wide x 3' long x 3' deep concrete pads will be required for the technician to stand on while accessing the hand hole and cabinet door. Concrete for the pad is incidental to this item. This item shall include a vented rodent barrier furnished and installed by the contractor. See Vented rodent barrier detail.



METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Pole Base/Pole Base-High Mast will be measured for payment per unit each. The Department will make payment for complete, functioning, inspected, and accepted quantities. The Department will consider payment as full compensation for all work required under this section.

WEB CAMERA ASSEMBLY

DESCRIPTION

Furnish and install Camera Assembly in accordance with the plans, specifications and Standard Drawings.

MATERIALS

The Web Camera Assembly shall be a Vicon SN 130W (no approved equivalent). This item shall include the color camera, zoom lenses, environmental enclosure, pan/tilt unit, housing, dome, parapet mount, and all mounting hardware, power cable, connections, and incidentals necessary to complete the work. It also includes furnishing and installing Planet GT-1205A media convertor, (2)- MGBIC-LC09 1310nm, (2) .5 meter duplex SM SC to LC UPC, and 1 meter SC to SC duplex Sm jumper UPC.

INSTALLATION

Camera Assembly shall be installed on a wood pole or steel strain pole as specified in the plans and in accordance with the manufacturer's instructions. Installation shall comply with all warranty provisions and warranty contract maintenance services. Installation shall comply with all local, state, and federal building, electrical and construction codes, and Motorola R-56 requirements. All wiring access to the Camera Assembly shall be through watertight fittings. Wiring access points shall be on the side or underneath components; no exposed top access is permitted. The Camera Assembly shall be installed so that the assembly is located on the side of the pole closest to the roadway when the camera is in its fixed position at the top of the pole. The contractor is responsible to verified all functions of the web camera through a laptop interface.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Camera Assembly will be measured for payment per unit each. The Department will make payment for complete, functioning, inspected, and accepted quantities. The Department will consider payment as full compensation for all work required under this section.

COMMUNICATIONS CABLE

DESCRIPTION

Furnish and install Communications Cable in accordance with the plans, specifications and Standard Drawings.

MATERIALS

Communications cable shall be General Cable GenSpeed 5000 CAT 5e Outside Plant Cable 8 wire PN: 5136100 or approved equal. The cable shall meet or exceed the following specifications: Performance:

- ANSI/TIA/EIA 568B (Category 5e)
- MIL-C-24640A Water Penetration
- Propagation Delay:

• Return Loss @ 100 MHz: 20.1 DB

• Frequency Range: 1-350 MHz

Physical characteristics:

outside Diameter:	0.230 in	
Гуре:	Polyolefin	
Pulling Tension:	25 lbs	
DC Resistance:	9.38 Ohms/100n	n
oacitance @ 1kHz:	17 pF/100m	
Temperature:	-45° C to 80° C	
	Outside Diameter: Type: Pulling Tension: DC Resistance: pacitance @ 1kHz: Temperature:	Type:PolyolefinPulling Tension:25 lbsDC Resistance:9.38 Ohms/100mpacitance @ 1kHz:17 pF/100m

All connectors, terminators, fittings, etc. shall be incidental to the cost of installing the Communications Cable and no separate payment will be made.

583 ns @ 100 MHz

INSTALLATION

The Contractor shall install all cable and wire splice-free from the controller/service location to each cabinet, VMS sign, or CCTV camera the cable or wire is feeding. The Contractor shall not use excessive force when pulling wire through duct. The Contractor shall replace all wire damaged during installation. The Contractor shall submit to material testing at the discretion of the Engineer.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Communications Cable will be measured for payment per unit linear foot The Department will make payment for complete, functioning, inspected, and accepted quantities. The Department will consider payment as full compensation for all work required under this section.

MODEL DDB ENCLOSURES

DESCRIPTION

Furnish and install Enclosure in accordance with the plans, specifications and Standard Drawings.

MATERIALS

The enclosure are DDB unlimited pole mount cabinet Sb-18188Al (no approved equals). All enclosures shall be NEMA 3R rated. The enclosures shall include: all mounting accessories, access doors, ventilation, locking system, handles, light(s), and all required peripherals per

the requirements of the contract documents and per the equipment submitted by the Contractor. The contractor shall provide a cabinet, wiring, and all components that are approved as an assembly. This approved assembly shall be incidental to this item. Verification that the cabinet, wiring, and all components are an approved assembly shall be submitted to Central Office Traffic Operations.

This item includes all excavation and any special equipment required to install the enclosure on a pole for a Model DDM enclosure.

The Contractor shall provide a terminal facility harness by means of mating "MS" type connectors for interconnections of the field equipment specified. All cabinets of the same type shall be identical in size, shape and quality. In addition, the cabinets shall be equipped internally as specified herein and as required to suit the specific equipment specified on the plans.

Cabinets shall be of welded construction, using 0.125" minimum thickness 5052H32 or equivalent sheet aluminum. The equipment design shall utilize the latest available techniques, minimum number of different parts, subassemblies, circuits, cards and/or modules to maximize standardization and commonality.

All external screws, nuts and locking washers shall be stainless steel; no self-tapping screws are permitted unless specifically approved by the Engineer. All screws, nuts and locking washers used internally shall be manufactured from corrosion resistant materials.

All parts of the cabinet shall be cleaned, smoothed and free from flaws, cracks, dents and other imperfections. The cabinet shall be rigidly constructed to provide vibration free operation of the field equipment when installed. The cabinets shall be dust and rain tight and capable of maintaining a dry internal condition when subject to rain and wind gusts.

All components shall be made of corrosion resistant materials such as plastic, stainless steel, aluminum or brass; or shall be treated with corrosion resistance such as cadmium plating or galvanizing. All materials shall be resistant to fungus growth and moisture deterioration.

Individual cabinet components shall be pre-assembled upon installation in the cabinet such that the components can be easily replaced in the field. Modules of unlike function shall be mechanically keyed to prevent insertion into the wrong socket or connector.

Panels shall be designed to mount in the cabinet on mounting studs. It shall not be necessary to remove the panel to replace any panel-mounted equipment. The panels shall be capable of supporting specified equipment mounted on the panel. A lower input termination panel shall be provided to terminate all input field wires.

Electronic components shall meet the requirements contained herein and shall, at a minimum, comply with EIA Specifications. No component shall be of such design, fabrication, nomenclature or other identification as to preclude the purchase of said component from a wholesale electronics distributor or from the component manufacturer.

Components shall be down-rated by 50 percent with regard to ambient temperature, applied voltage, and power dissipation. All circuits shall be designed for reliability and maximum performance.

The design life of all components, under continuous operating conditions in their circuit application, shall be a minimum of ten years.

Each component shall meet all of its specified performance requirements when the input power is AC, 60 Hz, single phase, 120 volts +/- 20 volts. The equipment shall be designed such that the failure of a particular piece of equipment will not cause the failure of any other.

Wiring shall be provided for the equipment specified. All cabinet wiring, where connected to terminal strips, switches, radio interference suppressor, etc., shall be identified by the use of insulated pre-printed sleeving (wire markers) slipped over the wire before attachment of the lug or terminating the connection. The wire markers shall have a text label with sufficient detail so that a translating sheet is not required.

All wires shall be cut to the proper length before assembly. No wires shall be doubled back to take up slack. Wires shall be neatly secured with nylon lacing or cable ties. Cables shall be secured with nylon cable clamps.

The grounded side of the electric service shall be carried throughout the cabinet to the ground bus without a break.

All electrical connections in the cabinet shall have sufficient clearance between each terminal and the cabinet to prevent a leakage path or physical contact under stress. Where these distances cannot be maintained, barriers must be provided. All equipment grounds shall run directly and independently to the ground bus. The lay of the interconnect cable between the components must be such that when the door is closed, it does not press against the cables or force the cables against the various components inside the cabinet. Sufficient length of cable harnesses shall be provided to easily reach the electronic equipment placed anywhere on the shelves.

All wiring containing line voltage AC shall be routed and bundled separately and/or shielded from all low voltage (i.e. control) circuits. All conductors and live terminals or parts, which could be hazardous to maintenance personnel, shall be covered with suitable insulating materials.

Terminal blocks located on the panels shall be accessible such that it shall not be necessary to remove the electronic equipment from the cabinet to make a connection or perform an inspection.

Terminal blocks shall be two-position, multiple-pole, and barrier type. Shorting bars, along with integral marking strip, shall be provided. Terminal blocks shall be arranged such that they do not impede the entrance, training, or connection of incoming field conductors. All terminals shall be identified by legends permanently attached to the terminal blocks. Not more than three conductors shall be brought to any one terminal screw. No electrically live parts shall extend beyond the protection afforded by the barriers. All terminal blocks shall be located below the shelves.

AC terminal blocks shall be Underwriter's Laboratory approved for 600 volts AC minimum and shall be suitable for outdoor use. Terminals used for field connections or interwiring connections shall secure conductors by means of a nickel or cadmium plated brass binder head screw.

All connections to and from the electronic equipment shall terminate at an interwiring block. These blocks shall act as intermediate connection points for all electronic equipment inputs and outputs.

MOUNTING

Model DDM cabinets shall be pole mounted.. Cabinet installation shall conform to the details shown. All cabinets shall be furnished with stainless steel mounting plates, nuts, bolts, washers and all other necessary hardware to mount the cabinet as shown or described.

DOORS

All cabinets shall be provided with a door in the front. Doors shall have secure gaskets to prevent the entrance of dust and moisture. Doors shall be sized to encompass the full area of the cabinet opening. The front door shall be hinged on the right-hand side by means of three butt hinges with 1/4" minimum stainless steel hinge pins.

VENTILATION

Cabinets shall be furnished with louvers properly designed to provide natural ventilation to the interior. The louver area shall be of sufficient size to permit the free flow of air corresponding to the rated capacity of the associated cabinet fan. A pleated media fiber filter shall be provided and shall cover all louvers.

Cabinets shall be furnished with an electric, thermostatically-controlled ventilation fan or fans mounted in the cabinet. The fan(s) shall have a rated capacity of at least 200 cubic feet per minute. The fan and cabinet ventilation louvers shall be located with respect to each other so as to direct the bulk of the air flow throughout the entire cabinet and, in particular, over the field equipment units. The thermostat shall be adjustable to turn on between 90 degrees and 120 degrees Fahrenheit.

LOCKING SYSTEM

Each door shall be furnished with a 2 quarter tirn with key locking system. Locks shall be keyed identically to Lexington Fayette standards. Two keys shall be provided for each cabinet.

LABELING

The letters "LEX FAY ITS" shall be permanently displayed along the top of each door on the outside of each cabinet. The letters shall be a minimum of 1" tall. The letters shall be diecut or engraved into the metal before galvanizing and shall be readable after galvanizing. All excess galvanizing shall be brushed off. The location and description of the label must be shown on the shop plan submittal for the cabinets. Stenciling with paint or other markers is not permitted. If required information is placed on a steel plate, the plate must match the surface profile of the cabinet. The plate must then be welded completely around the plate before galvanizing.

QUALITY ASSURANCE PROVISIONS

The following water spray test shall be performed on each empty cabinet: Water shall be sprayed from a point directly overhead at an angle of 60° from the vertical axis of the cabinet. This procedure shall be repeated for each of eight equally spaced positions around the cabinet for a period of not less than five minutes in each position. The water shall be sprayed using a domestic type-sprinkling nozzle at a rate of not less than one gallon per minute per square foot of the cabinet's surface area. The cabinet shall then be inspected for leakage. Evidence of water leakage shall be cause for rejection.

A manufacturer's certification of successful completion of the water spray test and that the cabinet conforms to these specifications shall be the basis of acceptance of the cabinet. Separate submission of test cabinets shall not be required.

MAINTENANCE

All components and assemblies shall be clearly identified with name, model number, serial number and any other pertinent information required to facilitate equipment maintenance.

All equipment shall be designed for ease of installation and maintenance. Location, accessibility, serviceability and features that will lead to simplified maintenance shall be a prime consideration. All component parts shall be readily accessible for inspection and maintenance. The only tools and test instruments required by maintenance personnel shall be simple hand tools and basic meters.

After the wiring is complete, all conduit penetrations into the cabinets shall be sealed in such a manner as to prevent rodents and insects from entering the cabinet. The conduit sealants and insect traps used shall be approved by the Engineer prior to installation.

DOCUMENTATION

Each field cabinet shall be supplied with three copies of the final cabinet wiring diagram. One copy shall be placed in a clear plastic envelope and left in the cabinet drawer. Two sets of Mylar plans shall be delivered to the Engineer.

INSTALLATION

Model DDM enclosure shall be installed in accordance with the plans and specifications. The Contractor shall stake all proposed enclosure locations and shall obtain approval of staked locations before excavation. A representative from the KYTC Division of Traffic Operations, Design Services Branch or the Traffic Engineer, District 7, Lexington Fayette representatives will approve locations for all field devices. The Contractor shall have all utilities marked in the field prior to requesting approval. The Contractor shall allow two weeks to schedule this location approval with Lexington Fayette. Lexington Fayette approval of field device locations does not relieve the contractor from his responsibility to repair any damage incurred during construction. Enclosures located behind guardrail shall have minimum 5 foot spacing from edge of pole to face of guardrail. Otherwise, enclosures shall be located as specified on the plan sheets or a

minimum of 30' from all driving lanes. All materials shall be installed in a neat and professional manner. All pole mount cabinets shall be mounted approximately 42" from the ground. All DDM pole mounted cabinets shall a 3' L x3' W x4" D concrete pad install for each door. Concrete for the pad is incidental to the cabinets. The Contractor shall grade and re-seed all disturbed areas to the satisfaction of the Engineer. This item includes the furnishing and installing of Fastrac bait bag in each cabinet for rodent control.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Model DDM Enclosure will be measured for payment per unit each. The Department will make payment for complete, functioning, inspected, and accepted quantities. The Department will consider payment as full compensation for all work required under this section.

FIBER OPTIC CABLE AND FIBER TERMINATION RACK

DESCRIPTION

Furnish and install Fiber Optic Cable and Fiber Termination Rack in accordance with the plans, specifications and Standard Drawings.

MATERIALS

The Contractor shall install specified fiber optic cable and distribution equipment using the stated installation procedures. The fiber termination rack shall include rack enclosure (Corning Fiber CCH-cp06-59 and SPH-01p), panel modules and single mode patch cords.

This shall include furnishing and installing all materials, mounting hardware, and cabling necessary to construct a complete and functional system. This shall also include all labor, tools, equipment, and incidentals necessary to complete the work, including but not limited to integrated fiber optic termination units, connector modules, jumper cables, testing, and documentation.

Fiber optic cable shall be 72-count, Loose Tube Type, Single Mode, Fiber Optic Cable. Mfg. Corning Altos #72-EU4-T4701D20 (No Substitutes). Fiber optic cable, jumper cables, and distribution equipment shall be fabricated by a certified ISO 9001 manufacturer.

Cable shall be furnished in one continuous length per reel and shall be free from optical splices. A minimum length of six feet on each end of the cable shall be accessible for testing.

Information either stenciled or lettered on the reel or provided on a weatherproof tag firmly attached to the reel shall include the following:

• Factory order number

- Job number
- Ship date
- Manufacturer's cable code
- Type of cable (single mode, outdoor, indoor)
- Beginning and ending length markings
- Measured length and attenuation

FIBER OPTIC DISTRIBUTION EQUIPMENT:

SC type Connectors shall used. The measured attenuation of the connector (inclusive of coupler and mated test connector) shall not exceed an average of 0.3 dB for all connectors provided. Any connector found in excess of 0.5 dB will be rejected. Reflectance shall be less than -40 dB, from 14° F to +140° F. The manufacturer shall have a program that periodically tests connectors to ensure that, after 1000 re-matings, the attenuation shall not change more than 0.2 dB.

The connector shall be able to withstand an axial pull of 25 lbs. with no physical damage to the connector and no permanent optical degradation more than 0.3 dB. Connectors shall be pre-wired by the manufacturer.

Fiber optic jumper cables shall, at a minimum, comply with the following requirements:

- Have less than 0.2 dB loss when subjected to EIA/TIA-455-1A, 300 cycles, 0.5 kg
- Have an Aramid yarn strength member
- Have a rugged PVC sheathing
- Have a minimum bend radius of 12.5 inches following installation, 25 inches during installation
- Have a minimum tensile strength of 100 lbs
- Have connectors with strain relief pre-wired by the manufacturer
- Comply with NEC requirements for indoor fiber optic cable

Jumper cables shall be either single or duplex. Duplex jumper cables shall have permanent markings to distinguish between the fibers or connectors.

Connector modules shall consist of a connector panel, couplers, and a protective housing. The measured attenuation of the connector module (inclusive of coupler, fiber, and mated ST test connector) shall not exceed an average of 0.3 dB for all connector modules provided. Any connector module found in excess of 0.5 dB will be rejected. Connector modules shall, at a minimum, comply with the following:

- Have 6 couplers for ST applications
- Have 12 couplers for SC applications
- Have a durable housing that provides physical protection and strain relief for the termination of multi-fiber cable to couplers
- Be easily installed and removed from the termination housing
- Be furnished with protective covers for couplers on the jumper cable side

• Comply with NEC requirements for indoor fiber optic cable

There shall be a fixed correlation between each buffered fiber color and coupler position for all connector modules. Fiber color shall meet the requirements for outdoor fiber optic cable.

Fiber optic termination units shall be properly sized for the required number of terminations subject to the minimum requirements stated for each configuration. The fiber optic termination units shall, at a minimum, comply with the following requirements:

- Be rack mounted
- Have front and rear doors or removable panels
- Have a top, bottom, and 4 sides that fully enclose the interior and protect its contents from physical damage
- Be manufactured using 16 gauge aluminum or equivalent and corrosion resistant
- Have provisions for neatly routing cables, buffer tubes and fan-out tubing
- Have cable management brackets or rings integral to the unit to secure and route cables from the connector modules to the vertical rack members while maintaining a minimum 1.5 inch cable radius

INSTALLATION

Fiber optic cable shall be installed in conduit and cabinets. Fiber optic cable shall be installed in accordance with the manufacturer's installation techniques and procedures. The Contractor shall furnish and install all jumper cables and termination equipment necessary to connect fiber optic cable to the equipment.

The Contractor shall install fiber optic cable as a continuous run, without splices, between the cable ends identified. The Contractor shall label fiber optic cables at each end of the cable run, at the points where the cable enters and exits the cabinet for mid-cable access locations, and in all junction boxes. Labels for fiber optic cable shall identify the cable number and the string numbers of the fiber contained within the cable.

Installation of fiber optic cable and jumper cables shall meet the minimum requirements of local building codes and NEC Article 770. Cable shall not be pulled along the ground, over or around obstructions, over edges or corners, or through unnecessary curves or bends. Bend radius criteria of 10 times the cable diameter no stress and twenty times cable diameter under stress shall not be exceeded. Manufacturer-approved pulling grips, cable guides, feeders, shoes, and bushings shall be used to prevent damage to cable during installation.

When cable is removed from the reel prior to installation, it shall be placed in a "figureeight" configuration to prevent kinking or twisting. Care shall be taken to relieve pressure on the cable by placing cardboard shims at each crossover, by creating additional "figure-eights", or by an approved equivalent method. Prior to the installation of any fiber optic cable in conduit, the Contractor shall provide the cable manufacturer's recommended and maximum pulling tensions to the Engineer. Included with these pulling tensions shall be a list of the cable manufacturer's approved pulling lubricants. Lubricants shall be used in quantities and in accordance with the procedures recommended by the lubricant manufacturer.

Prior to the installation of any fiber optic cable in conduit, all cable pulling equipment shall be approved by the Engineer. The cable pulling equipment shall include a meter to display pulling tension and a mechanism to ensure that the maximum allowable pulling tension cannot be exceeded at any time during installation.

The Contractor shall furnish attachment hardware, installation guides, and other necessary equipment, not specifically listed herein, as required to install the fiber optic cable.

Fiber optic cable in junction boxes shall be properly looped and attached to the sidewall.

Slack fiber optic cable shall be coiled, labeled, and attached to cable guides.

All fibers, including spares, shall be installed from the connector modules, terminated at the appropriate fibers, and secured neatly within the termination rack.

Fiber terminations shall be neatly and permanently labeled on the connector modules to designate transmit or receive.

Blank connector panels shall be of the same finish and manufacture as the connector modules and shall be installed for all unused connector module spaces.

Prior to the installation of jumper cables, the Contractor shall provide and maintain protective covers over the optical connectors and terminations. Protective covers on unused terminations shall remain.

Jumper cables shall be installed from connector modules to end equipment, and from end equipment to end equipment in multiple cabinet configurations. Jumper cables shall be secured to provide strain relief at both the connector module and the end equipment. Manufacturer recommended installation and minimum bend radius requirements shall be adhered to. Jumper cables shall be labeled at both ends.

Corning Standard Recommended Procedure Guides shall be followed, particularly SRP 005-010 & 011.

TESTING

Fiber optic cables shall be tested by the manufacturer in conformance with the procedures of TIA/EIA-526-7A. Submittal of test data shall include a summary sheet that clearly illustrates measured loss versus budgeted loss. Each test result on the summary sheet shall be identified by cable number(s) and begin and end locations. The

Contractor shall identify any unacceptable losses and perform corrective work at no additional cost. The maximum permissible loss for cables other than jumpers, terminations, and connector modules is 0.05 dB. Any cable not compliant shall be replaced in its entirely and re-tested for compliance. A copy of the final, summarized, post-installation test results shall be placed in a protective sleeve approved by the Engineer and attached to the rack or door.

Bi-directional (OTDR) tests shall be conducted by the manufacturer for all string paths. The OTDR tests shall document the loss for each component (connector module, jumper cable, etc.). Short runs of fiber shall be tested using a 'lead-in' cable or an 'attenuator' to obtain proper readings from the OTDR. OTDR traces shall be submitted. Each test shall be clearly annotated with the measured loss identified on the OTDR trace. All tests over 0.05 dB shall be identified on the summary sheet.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Fiber Optic Cable will be measured for payment per unit linear foot. Termination Fiber Rack will be measured for payment per unit each. The Department will make payment for complete, functioning, inspected, and accepted quantities. The Department will consider payment as full compensation for all work required under this section.

JUNCTION BOX

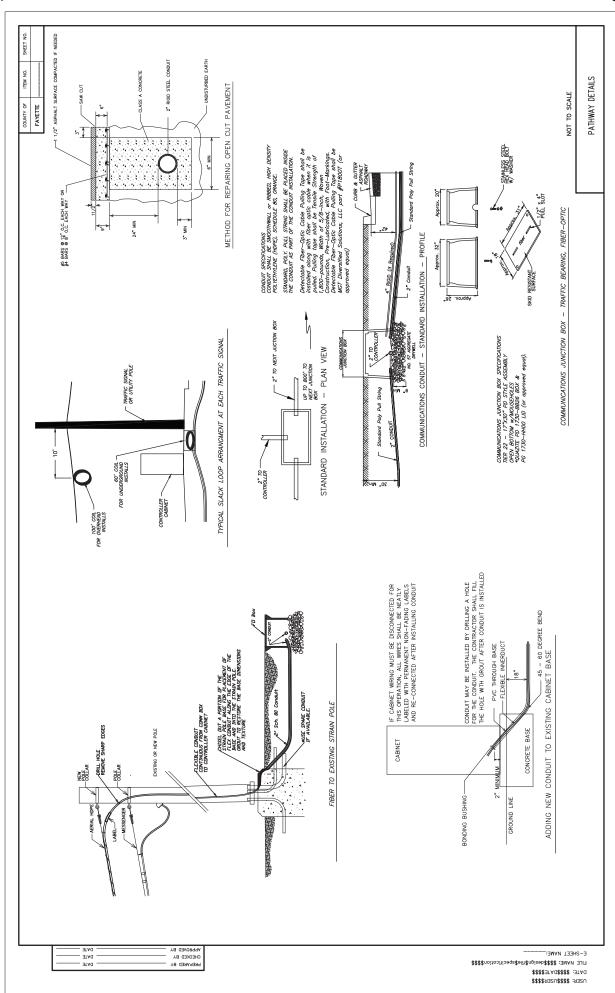
DESCRIPTION

Furnish and install Junction Box in accordance with the plans, specifications and Standard Drawings.

MATERIALS

Junction box shall meet or exceed the following:

FAYETTE COUNTY NHPP 2681 (033)



Contract ID: 181201 — Page 37 of 281

INSTALLATION

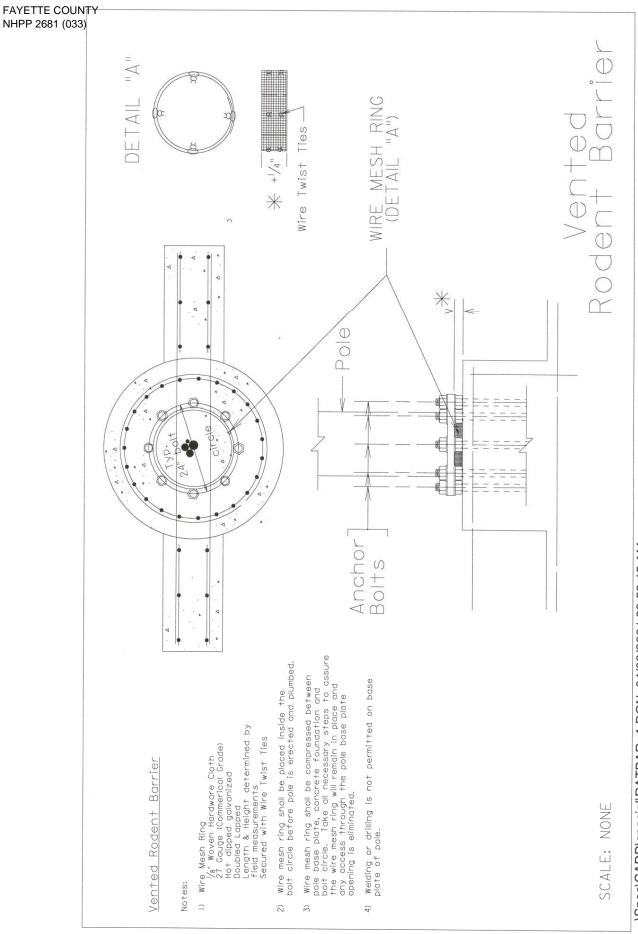
Where required, junction box shall be oriented such that the dimensions comply with the NEC. Junction boxes used as pull boxes along a conduit run shall be spaced per plan sheets. Junction boxes shall not be placed in ditch lines or in areas where standing water may accumulate. Junction box covers shall be flush with the finished surface. The Contractor shall restore all disturbed areas to the satisfaction of the Engineer. This item includes the furnishing and installing of Fastrac bait bag in each junction box for rodent control.

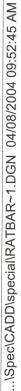
METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Junction Box will be measured for payment per unit each. The Department will make payment for complete, functioning, inspected, and accepted quantities. The Department will consider payment as full compensation for all work required under this section.

Vented Rodent Barrier Detail

Vented rodent barrier – Prior to erecting tubular structures and poles on concrete foundations formed with conduit sweeps, a double lapped ring barrier of standard commercial grade 27 gauge hot dipped galvanized 1/8 inch woven wire mesh shall be placed inside the foundations bolt circle. The height of the wire mesh ring barrier shall be from the concrete foundation to the top of the leveling nuts and washers plus 1/4 inch. The Contractor shall take all necessary steps to assure the wire mesh ring will remain in place to eliminate any access through the base plate opening of the tubular structure or pole when erected and plumbed. The Contractor shall not weld or drill to the base plate of the pole. Optional vented rodent barrier designs and materials may be used when approved by the Engineer and at no additional cost to the Department.





NHPP 2681 (033) Page 40 of 281 **RELIANCE PRO/TRAN® SIGNA™ SERIES TRANSFER SWITC** MODEL NO: C30A1L **ELECTRICAL RATING:** 30 Amps., 125 VAC, 50/60 Hz. **5 KA SHORT CIRCUIT WITHSTAND TYPE 3 ENCLOSURE** SUITABLE FOR USE IN ACCORDANCE WITH ARTICLE 702 OF THE NATIONAL ELECTRICAL CODE, ANSI/NFPA 70. THIS PRODUCT MEETS OR EXCEEDS ALL REQUIREMENTS OF UL1008 STANDARD FOR TRANSFER SWITCHES. WIRING IMPORTANT: 1. DISCONNECT ALL ELECTRICAL SUPPLY SOURCES BEFORE INSTALLATION AND WHEN SERVICING CONNECTED EQUIPMENT OR CIRCUITS. 2. POWER TO THIS TRANSFER SWITCH MUST BE SUPPLIED THROUGH A SUITABLE OVERLOAD PROTECTION DEVICE. Remove the two screws that hold the front plate in place, and tilt the front plate forward. Four color-coded wire leads are provided. They are to be connected as follows: RED: To utility power circuit breaker, 30 A max, 125 VAC. WHITE: To neutral. To load, 125 VAC BLACK: GREEN: To ground bar or terminal. SWITCH 4 SWITCH 2 NEUTRAL GROUND L5-30 POWER INLET WHITE

Contract ID: 181201

Replace front plate when wiring is completed.

FAYETTE COUNTY

USING THE RELIANCE TRANSFER SWITCH WITH A GENERATOR

THIS RELIANCE TRANSFER SWITCH IS NOT FOR "DO-IT-YOURSELF" INSTALLATION. Installer must be thoroughly familiar with electrical wiring systems. This Reliance Transfer Switch is designed to provide, in the event of a utility power outage, a safe and simple method of powering a single 125 volt circuit from a portable generator with a 125 VAC output. The SPDT selector switch will feed the circuit load from either the utility or the generator, and prevent backfeeding of one source from another.

KEY COMPONENTS OF THE TRANSFER SWITCH

<u>SELECTOR SWITCH(S)</u>. Selects either "LINE" (utility) or "GEN" (generator) as the source feeding the circuit load. <u>POWER INLET</u>. NEMA L5-30 configuration. Inputs power from the portable generator.

<u>LIGHT SWITCH</u>. Controls the light that indicates the return of utility power. Tied to selector switch(s) so the light is OFF when the selector switch is in the "LINE" position and "ON" when the selector switch is in the "GEN" position.

TRANSFERRING FROM UTILITY POWER TO GENERATOR POWER

- 1. Move the selector switch handle to the "OFF" or "LINE" position.
- 2. Insert the male power cord plug into the appropriate outlet on the generator. If locking receptacle is used, rotate to lock.
- Insert the female power cord connector into the power inlet located on the bottom of the transfer switch. Rotate to lock.
 Start the generator, following the procedures described in the generator sector.
- 4. Start the generator, following the procedures described in the generator owner's manual furnished by the generator manufacturer.
- 5. Move the selector switch knob to the "GEN" position to energize load from generator.

TRANSFERRING FROM GENERATOR POWER BACK TO UTILITY POWER

- 1. Move the selector switch handle to the "LINE" position to energize load from utility.
- 2. Follow the procedures in the generator owner's manual to turn off the generator.
- 3. Disconnect the power cord.



RELIANCE CONTROLS CORPORATION 2001 Young Court Racine, WI 53404

GLOSSARY

The following acronyms, abbreviations, and definitions shall govern this specification:

- AASHTO American Association of State Highway and Transportation Officials
- ABS Acrylonitrile Butadiene Styrene
- AC Alternating Current
- AlInGaP Aluminum Indium Gallium Phosphide (refers to the chemical composition of an LED).
- ANSI American National Standards Institute
- ASCII American Standard Code for Information Interchange
- ASN.1 Abstract Syntax Notation 1
- ASTM American Society for Testing and Materials
- AWG American Wire Gauge
- AWS American Welding Society
- BCD Binary Coded Decimal
- B frames Bi-directional Predicted Frames
- BGP Border Gateway Protocol
- Bin Group of LEDs categorized and sorted by intensity or color. Each bin has upper and lower intensity or color specifications and contains only LEDs that are measured to be within that range. LED manufacturers sort LEDs into bins to ensure consistent intensity and color properties.
- BOOTP Bootstrap Protocol
- CALTRANS California Department of Transportation
- CAN Control Area Network
- CCTV Closed Circuit Television
- CDPD Cellular Digital Packet Data
- CLI Command Line Interface
- CNC Computer Network Control
- Control Computer A desktop or laptop computer used in conjunction with VMS control software to communicate with VMS sign controllers. The control computer can instruct a VMS sign controller to program and control the VMS, monitor VMS status, and run VMS diagnostic tests. A control computer can be used for remote control of one of more VMS, as well as for local control of a single VMS
- DC Direct Current
- DHCP Dynamic Host Configuration Protocol
- DMS Dynamic Message Sign. An industry term that applies to various types of changeable sign technology
- DVI-D Digital Visual Interface Digital
- EIA Electronic Industries Association
- ELFEXT Equal Level Far End Crosstalk
- EPA Effective Projected Area
- FCC Federal Communications Commission
- FDA Food and Drug Administration

- Font The style and shape of alphanumeric characters that are displayed on the VMS matrix to create messages viewed by motorists and travelers
- Frame see *Page*
- FSORS Full, Standardized Object Range Support an NTCIP term. See the NTCIP standards for additional information.
- GUI Graphical User Interface
- HDPE High Density Polyethylene
- HHR Half Horizontal Resolution
- HTTP Hypertext Transfer Protocol
- IEEE Institute of Electrical and Electronic Engineers
- I frames Intra-frames
- IC Integrated Circuit
- IGMP
- InGaAlP Indium Gallium Aluminum Phosphide
- I/O Input/Output
- IP Internet Protocol in transceivers
- IRE Institute of Radio Engineers
- ISO International Organization for Standardization
- ITE Institute of Transportation Engineers
- ITS Intelligent Transportation System
- Kbps Kilobits per second
- KYTC Kentucky Transportation Cabinet
- LAN Local Area Network
- LCD Liquid Crystal Display
- LED Light Emitting Diode
- MDPE Medium Density Polyethylene
- Message Information displayed on the VMS for the purpose of visually communicating with motorists. A VMS message can consist of one or more pages of data that are displayed consecutively
- MIB Management Information Base
- Module Assembly consisting of a two-dimensional LED pixel array, pixel drive circuitry, and mounting hardware. Modules are installed in the display adjacent to each other to form the display matrix.
- MTBF Mean Time Between Failures
- MPEG Moving Picture Experts Group
- NEC National Electrical Code
- NEMA National Electrical Manufacturers Association
- NESC National Electrical Safety Code
- NEXT Near End Crosstalk
- NCHRP National Cooperative Highway Research Program
- NRZ Non Return to Zero
- NRZI Non Return to Zero Inverted
- NTCIP National Transportation Communications for ITS Protocol

- NTSC National Transmission Standards Committee
- Object An NTCIP term referring to an element of data in an NTCIP-compatible device that can be manipulated to control or monitor the device.
- OER Octet Encoding Rules
- OSHA Occupational Safety and Health Administration
- OTDR Optical Time Domain Reflectometer
- Page An NTCIP term referring to the data that is displayed on the VMS display matrix at a given moment in time. Also referred to as a frame.
- P frames Forward Predicted Frames
- PCB Printed Circuit Board
- Pixel Picture element. The smallest changeable (programmable) portion of a VMS display matrix
- PMPP Point to Multi-Point Protocol
- PPP Point to Point Protocol
- PSELFEXT Power Sum Equal Level Far End Cross Talk
- PSNEXT Power Sum Near End Crosstalk
- PTZ Pan/Tilt/Zoom
- PVC Polyvinyl Chloride
- PWM Pulse Width Modulation
- QSIF Quarter Source Input Format
- RAM Random Access Memory
- RARP Reverse Address Resolution Protocol
- RGB Red-Green-Blue
- Schedule A set of data that determines the time and date when a VMS sign controller will cause a stored message to be displayed on the VMS
- SDRAM Synchronous Dynamic Random Access Memory
- SIF Source Input Format
- SNMP Simple Network Management Protocol
- STMP Simple Transportation Management Framework
- Stroke Refers to the vertical and horizontal width of the lines and curves of a display font. Single stroke denotes character segments that are one pixel wide. Double stroke denotes character segments that are two pixels wide.
- TFTP Trivial File Transfer Protocol
- TIA Telecommunications Industry Association
- TMA Truck Mounted Attenuator
- TOC Traffic Operations Center
- UL Underwriters Laboratories
- UPS Uninterruptible Power Supply
- USB Universal Serial Bus
- VLAN Virtual Local Area Network
- VMS Variable Message Sign. A type of VMS that is fully programmable such that the content of its messages are fully changeable remotely and electronically.
- VMS Controller A stand-alone computer that is located at a VMS site, which

controls a single VMS. A sign controller receives commands from and sends information to a control computer

- WAN Wide Area Network
- WYSIWYG What You See Is What You Get. More specifically, what you see on the VMS control computer monitor is a scaled representation of how a message will appear when it is being displayed on the VMS. Similarly, after a pixel diagnostic test routine has been run, what you see on the control computer monitor is a scaled representation of the functional status of each pixel in the VMS display matrix.

SPECIAL NOTE FOR GENERAL UTILITY COORDINATION

The Contractor shall communicate, cooperate, and coordinate with the Department, the utility owners, and potentially affected third parties, as necessary for the utility relocation work. The Contractor shall be responsible for all coordination needed to ensure that the road construction and utility relocation work may concurrently and effectively take place. No delay claims will be considered due to utility relocations.

This item shall include assignment of a Utility Coordinator for the project to coordinate plans, work and schedules directly with the utility companies and KYTC personnel. The Utility Coordinator shall be a licensed professional engineer with project management experience. This item includes responsibility to ensure the project progresses efficiently and in accordance with the proposed contract documents. The Department may consult the Utility Coordinator on matters of utility work design, construction, cost, and/or schedule. Any changes in the proposed scope, design, construction, cost, and/or schedule. Any changes in the Department. This item includes conducting monthly coordination meetings with involved utility companies and as needed on project site visits to manage utility relocation activity, resolve conflicts with the road activity, and minimize impact to the project. The department shall be invited to Utility Coordination meetings.

The Department will consider payment as full compensation for all work required under this note.

Code	Item Description	Unit
24845EC	Utility Coordination	Lump Sum

SPECIAL NOTE FOR FABRICATED COMPONENTS

1.0 DESCRIPTION. Furnish all equipment, materials and labor necessary for constructing the bridge using previously fabricated prestressed concrete beams. Work includes delivery and erection of the beams.

2.0 MATERIALS. Selected prestressed concrete beams to be installed by the Contractor have been fabricated and will be provided by the Department. The beams are located at the Prestress Services Industries LLC (PSI) facility at 5501 Briar Hill Road, Lexington, KY, 40516. The contact information for bidding purposes of "Beam Erection" at PSI is Mr. Paul Baker, (859) 294-8277. The successful bidder shall contact Mr. Gehrig Roberts ((859) 685-1322) at PSI a minimum of four (4) weeks prior to needing beams on the project to arrange transportation of the beams.

3.0 CONSTRUCTION. Perform all work in accordance with the Kentucky Transportation Cabinet, Department of Highway's 2012 Standard Specifications for Road and Bridge Construction and applicable Supplemental Specifications, the Standard Drawings, this Note, the Contract Plans, and as directed by the Engineer.

The lifting loops on the beams will not be usable for handling of the beams. The contractor shall use others means, such as slings, to lift the beams. The Contractor will be required to submit a lifting plan to the Department for review and approval a minimum of two weeks prior to transporting beams. This plan should detail the equipment and means of how the beams will be loaded, unloaded, and set into place.

4.0 MEASUREMENT.

4.1 Beam Erection: The Department will measure the quantity by each individual unit, precast piece. The Department will not measure any modifications to the prestressed concrete beams or fabrication and installation of the elastomeric bearing assemblies and structural steel intermediate diaphragms and will consider them incidental to this item of work.

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

Code	Pay Item	<u>Pay Unit</u>
23953EC	Beam Erection	Each

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

Note, after the project begins, the Department will inventory and evaluate all Fabricated Components. The Department will pay for by change order to the contract any missing or damaged components.



FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE TO ANY CONSTRUCTION.

INSTALLED SPLICE-FREE TO THE CABINET AND A MINIMUM OF 2' OF FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF WIRE FOR EACH SENSOR SHALL BE COILED AND LABELED INSIDE PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF EACH JUNCTION BOX AND CABINET. DIVISION OF PLANNING CABINET.

INSTALL ONE (1) $1/4^{\circ}$ CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

INSTALL TWO (2) TYPE A JUNCTION BOXES (JB AI AND A2).

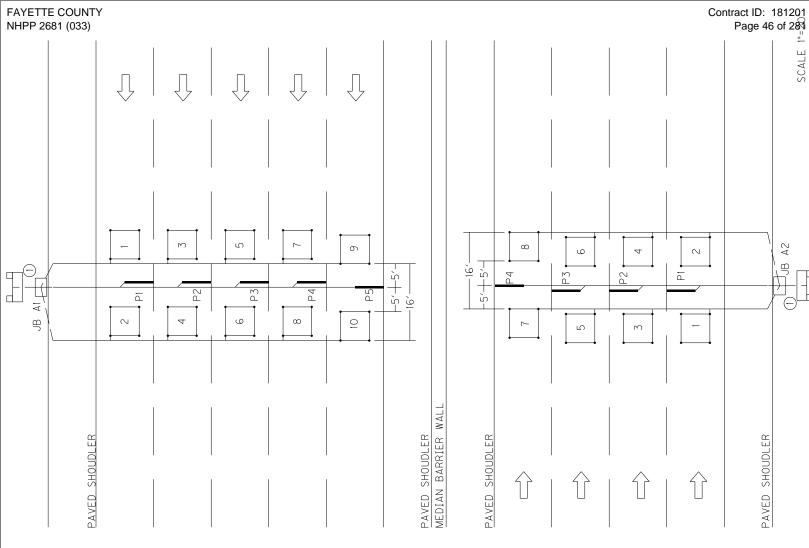
INSTALL TWO (2) 20"X20"X8" CABINETS MOUNTED TO TWO (2) WOOD POSTS (EACH).

CODED NOTE:

() INSTALL ONE (1) 2" CONDUIT.

₩ TUB A2

PAVED SHOUDLER



84.485579 FAYETTE CO. KY 4 ~m.p. 9.85 ~LAT/LONG N 38.073143, W STATION D66

FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE TO ANY CONSTRUCTION.

INSTALLED SPLICE-FREE TO THE CABINET AND A MINIMUM OF 2' OF FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF WIRE FOR EACH SENSOR SHALL BE COILED AND LABELED INSIDE SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE EACH JUNCTION BOX AND CABINET. DIVISION OF PLANNING CABINET.

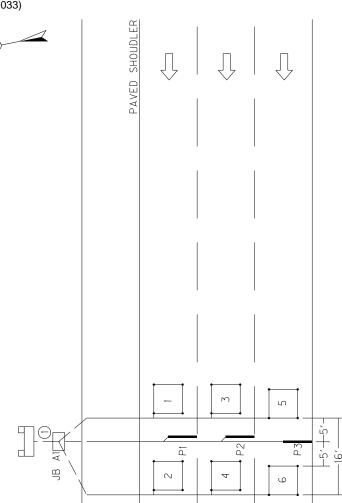
INSTALL ONE (1) 1/4" CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

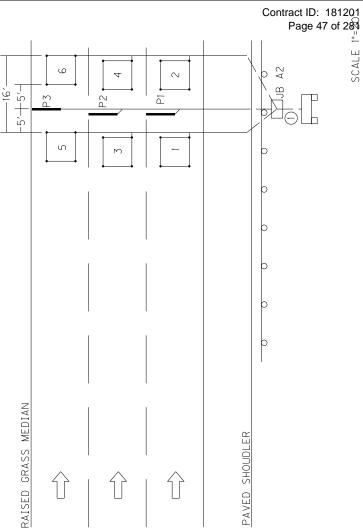
INSTALL TWO (2) TYPE A JUNCTION BOXES (JB AI AND A2).

INSTALL TWO (2) 20"X20"X8" CABINETS MOUNTED TO TWO (2) WOOD POSTS (EACH).

CODED NOTE:

() INSTALL ONE (1) 2" CONDUIT.





FAYETTE COUNTY NHPP 2681 (033)

84.515357 FAYETTE CO. KY 4 ~m.p. 8.25 ~LAT/LONG N 38.074684, W STATION E58

FIELD AND APPROVED BY DIVISION OF PLANNING PERSONNEL PRIOR SITE LOCATION IS APPROXIMATE AND WILL BE DETERMINED IN THE TO ANY CONSTRUCTION.

INSTALLED SPLICE-FREE TO THE CABINET AND A MINIMUM OF 2' OF FROM LEADING EDGE TO LEADING EDGE AS SHOWN. PIEZOELECTRIC THE CORRESPONDING DRIVING LANE. LOOPS AND PIEZOS SHALL BE ALL LOOPS SHALL BE 6'X6' SQUARE AND SHALL BE INSTALLED 16' LOOPS WITH THE EDGE OF EACH PIEZO FLUSH WITH THE EDGE OF WIRE FOR EACH SENSOR SHALL BE COILED AND LABELED INSIDE SENSORS (PIEZOS) SHALL BE INSTALLED 5' FROM THE EDGE OF PERSONNEL WILL CONNECT THE LOOPS AND PIEZOS INSIDE THE EACH JUNCTION BOX AND CABINET. DIVISION OF PLANNING CABINET.

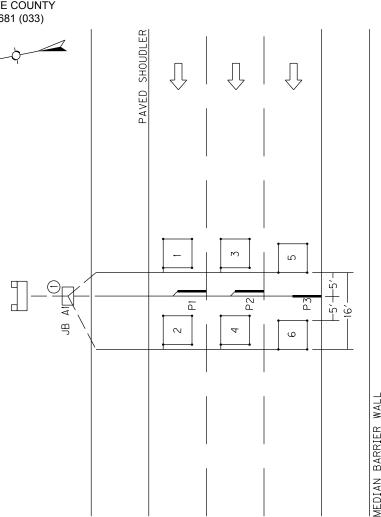
INSTALL ONE (1) $1/4^{\circ}$ CONDUIT FROM EACH SAW SLOT TO NEAREST JUNCTION BOX.

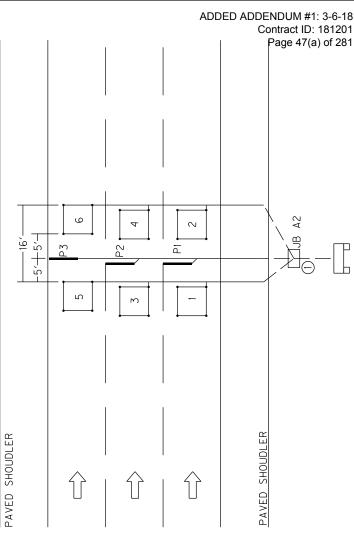
INSTALL TWO (2) TYPE A JUNCTION BOXES (JB AI AND A2).

INSTALL TWO (2) 20"X20"X8" CABINETS MOUNTED TO TWO (2) WOOD POSTS EACH.

CODED NOTE:

() INSTALL ONE (1) 2" CONDUIT.





FAYETTE COUNTY NHPP 2681 (033)

SCALE 1"=20'

Permanent Traffic Data Acquisition Station Estimate Of Quantities

Bid Item Code	Description	Unit	Quantity
2562	TEMPORARY SIGNS	SQ FT	
2650	MAINTAIN AND CONTROL TRAFFIC	LP SUM	
2775	ARROW PANEL	EACH	
4791	CONDUIT ³ / ₄ INCH	LIN FT	
4793	CONDUIT 1 ¼ INCH	LIN FT	180
4795	CONDUIT 2 INCH	LIN FT	100
4811	ELECTRICAL JUNCTION BOX TYPE B	EACH	
4820	TRENCHING AND BACKFILLING	LIN FT	250
4821	OPEN CUT ROADWAY	LIN FT	
4829	PIEZOELECTRIC SENSOR	EACH	21
4830	LOOP WIRE	LIN FT	9925
4850	CABLE NO. 14/1 PAIR	LIN FT	
4871	POLE – 35' WOODEN	EACH	
4895	LOOP SAW SLOT AND FILL	LIN FT	2050
4899	ELECTRICAL SERVICE	EACH	
20213EC	INSTALL PAD MOUNT ENCLOSURE	EACH	
20359NN	GALVANIZED STEEL CABINET	EACH	6
20360ES818	WOOD POST	EACH	12
20391NS835	ELECTRICAL JUNCTION BOX TYPE A	EACH	6
20392NS835	ELECTRICAL JUNCTION BOX TYPE C	EACH	
20468EC	ELECTRICAL JUNCTION BOX 10x8x4	EACH	
21543EN	BORE AND JACK CONDUIT	LIN FT	
23206EC	INSTALL CONTROLLER CABINET	EACH	

PERMANENT TRAFFIC DATA ACQUISITION STATIONS ESTIMATE OF QUANTITIES

Revised April, 2017

Material, Installation, and Bid Item Notes for Permanent Traffic Data Acquisition Stations

MATERIAL, INSTALLATION, AND BID ITEM NOTES FOR PERMANENT TRAFFIC DATA ACQUISITION STATIONS

1. DESCRIPTION

Except as specified in these notes, all work shall consist of furnishing and installing all materials necessary for permanent data acquisition station equipment installation(s) and shall be performed in accordance with the current editions of:

- The Contract
- Division of Planning Standard Detail Sheets
- Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction
- Kentucky Transportation Cabinet, Department of Highways, Standard Drawings
- National Fire Protection Association (NFPA) 70: National Electrical Code
- Institute of Electrical and Electronic Engineers (IEEE), *National Electrical Safety Code*
- Federal Highway Administration, Manual on Uniform Traffic Control Devices
- American Association of State Highway and Transportation Officials (AASHTO), *Roadside Design Guide*.
- Standards of the utility company serving the installation, if applicable

The permanent traffic data acquisition station layout(s) indicate the extent and general arrangement of the proposed installation and are for general guidance. Any omission or commission shown or implied shall not be cause for deviation from the intent of the plans and specifications. Information shown on the plans and in this proposal and the types and quantities of work listed are not to be taken as an accurate or complete evaluation of the material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions encountered. The Department of Highways (Department) does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation if the conditions encountered are not in accordance with the information shown. If any modifications of the plans or specifications are considered necessary by the Contractor, details of such modifications and the reasons, therefore, shall be submitted in writing to the Engineer for written approval prior to beginning such modified work.

The Contractor shall contact all utility companies and the district utility agent prior to beginning construction to insure proper clearance and shielding from existing and proposed utilities. The Contractor shall use all possible care in excavating on this project so as not to disturb any existing utilities whether shown on the plans or not shown on the plans. Any utilities disturbed or damaged by the Contractor during construction shall be replaced or repaired to original condition by the Contractor at no cost to the department. If necessary, to avoid existing utilities, the Contractor shall hand dig areas where poles or conduit cross utilities.

Revised April, 2017

Material, Installation, and Bid Item Notes for Permanent Traffic Data Acquisition Stations

The Contractor shall be responsible for all damage to public and/or private property resulting from his work.

The Contractor shall inspect the project site prior to submitting a bid and shall be thoroughly familiarized with existing conditions. Submission of a bid will be considered an affirmation of this inspection having been completed. The Department will not honor any claims resulting from site conditions.

2. MATERIALS

All proposed materials shall be approved prior to being utilized. The Contractor shall submit for material approval an electronic file of descriptive literature, drawings and any requested design data for the proposed materials. After approval, no substitutions of any approved materials may be made without the written approval of the Engineer.

Materials requiring sampling shall be made available a sufficient time in advance of their use to allow for necessary testing.

2.1. Anchoring

2.1.1. Anchor and Anchor Rod

Anchor, except rock anchor, shall be expanding type, with a minimum area of 135 square inches.

Anchor rod shall be galvanized steel, double-eye, have a minimum diameter of 5/8 inches, and a minimum length of 84 inches. Minimum holding capacity shall be 15,400 lbs.

Rock anchor shall be galvanized steel, triple-eye, expanding type, with a minimum diameter of 3/4 inch, a minimum 53 inches long, and a minimum tensile strength of 23,000 lb.

2.1.2. Guy Wire and Guy Guard

Guy wire shall be Class A, Zinc-coated, 3/8 inch diameter, high strength grade steel (minimum 10,800 lb.) and galvanized per ASTM A475. Guy guard shall be 8' long, fully-rounded, yellow, and able to be securely attached to the guy wire.

2.1.3. Strandvise for Guy Wire

Strandvise for guy wire shall be 3/8 inch and rated to hold a minimum of 90% of the rated breaking strength (RBS) of the strand used.

2.2. Asphalt

Asphalt shall be a minimum CL2 Asph Surf 0.38C PG64-22 and conform to the Standard Specifications for Road and Bridge Construction.

2.3. Backer Rod

Backer rod shall be $\frac{1}{2}$ inch diameter, closed cell polyethylene foam and shall meet or exceed the following physical properties:

- Density (average): 2.0 lbs/cu.ft. (minimum): ASTM D 1622 test method
- Tensile Strength: 50 PSI (minimum):

ASTM D 1623 test method

- Compression Recovery: 90% (minimum):
- ASTM D 5249 test method • Water Absorption: 0.03 gm/cc (maximum): ASTM C 1016 test method
 - Page 4 of 28

2.4. Cabinets

2.4.1. Galvanized Steel Cabinet

Galvanized Steel Cabinet shall be constructed of 16 or 14 gauge galvanized steel and shall meet or exceed the industry standards set forth by UL 50 and NEMA 3R. The finish shall be an ANSI 61 gray polyester powder finish inside and out over the galvanized steel. Cabinet shall have minimum inside dimensions of 20 inches high by 20 inches wide by 8 inches deep.

The cabinet shall be equipped with the following:

- Drip shield top
- Seam-free sides, front, and back, to provide protection in outdoor installations against rain, sleet, and snow
- Hinged cover with 16 gauge galvanized steel continuous stainless steel pin.
- Cover fastened with captive plated steel screws, knob or latch
- Hasp and staple for padlocking
- No gaskets or knockouts
- Back panel for terminal block installation
- Post mounting hardware
- Terminal Blocks

2.4.2. Anchor Bolt for Pad Mounted Cabinet

Anchor bolt for pad mounted cabinet shall be galvanized steel with minimum dimensions of 3/8 inch by 6 inches.

2.5. Concrete

Concrete shall be Class A and conform to the *Standard Specifications for Road and Bridge Construction*.

2.6. Conduit and Conduit Fittings

Conduit and conduit fittings shall be rigid steel unless otherwise specified.

Conduit shall be zinc galvanized inside and out and conform to the NEC, UL Standard 6, and ANSI C-80.1.

Rigid Steel Conduit Fittings shall be galvanized inside and out and conform to the NEC, UL Standard 514B, and ANSI C-80.4. Intermediate Metal Conduit (IMC) will not be approved as an acceptable alternative to rigid steel conduit.

2.7. Conduit sealant

Conduit sealant shall be weather-, mold-, and mildew-resistant and chemically resistant to gasoline, oil, dilute acids and bases. Conduit sealant shall be closed cell type and shall meet or exceed the following properties:

٠	Cure Time	20 minutes max.
•	Density	64.4 kg/m3; 6 lbs/ft3
•	Compressive Strength (ASTM 1691)	13.8 MPa; 330 or 300 psi

- Tensile Strength (ASTM 1623) 1.
- Flexural Strength (ASTM D790)
- Service Temperature

15.9 MPa; 270 or 250 psi 14.5 MPa; 460 or 450 psi -20 to 200 F

2.8. Electrical Service Meter Base

Electrical service meter base shall meet or exceed all requirements of the National Electrical Code and the local utility providing the electrical service.

2.9. Electrical Service Disconnect

Electrical service disconnect shall meet or exceed all requirements of the National Electrical Code and the local utility providing the electrical service.

2.10. Flashing Arrow

Flashing Arrow shall conform to the *Standard Specifications for Road and Bridge Construction*.

2.11. Ground Fault Circuit Interrupter (GFCI) Receptacle

Ground Fault Circuit Interrupter Receptacle shall be 2-pole, 3-wire, 20 Amp, 125 Volt, 60 Hz, NEMA 5-20R configuration and meet or exceed the following standards and certifications:

- NEMA WD-1 and WD-6
- UL 498 and 943
- NOM 057
- ANSI C-73

This item shall include a UL listed, 4 inch x4 inch x $2^{1/8}$ inch box with $\frac{3}{4}$ inch side and end knockouts and a $1\frac{1}{2}$ inches deep, single-receptacle cover to house the GFCI receptacle. Box and cover shall be hot rolled, galvanized steel with a minimum thickness of 0.62 inches.

2.12. Grounding

2.12.1. Ground Rod

Ground Rod shall be composite shaft consisting of a pure copper exterior (5 mil minimum) that has been inseparably molten welded to a steel core. Ground Rod shall have a minimum diameter of 5/8 inch, a minimum length of 8 feet and shall be manufactured for the sole purpose of providing electrical grounding.

2.12.2. Ground Rod Clamp

Ground rod shall be equipped with a one piece cast copper or bronze body with a non-ferrous hexagonal head set screw and designed to accommodate a 10 AWG solid through 2 AWG stranded grounding conductor.

2.13. Grout

2.13.1. Grout for Inductive Loop Installation

Grout for inductive loop installation shall be non-shrink, shall meet the requirements of the *Standard Specifications for Road and Bridge Construction*,

and shall be included on the KYTC Division of Materials, *List of Approved Materials*.

2.13.2. Grout for Piezoelectric Sensor Installation

Grout for piezoelectric sensor installation shall be per the piezoelectric sensor manufacturer's recommendation. Grout shall be suitable for installation in both asphalt and Portland cement pavements. Grout shall have a short curing time (tack free in ten minutes; open to traffic in forty minutes; and fully cured within sixty minutes) to prevent unnecessary lane closure time and should be of sufficient consistency to prevent running when applied on road surfaces with a drainage cross slope. Particulate matter within the grout shall not separate or settle and the grout shall not shrink during the curing process.

2.14. Hardware

Except where specified otherwise, all hardware such as nuts, bolts, washers, threaded ends of fastening devices, etc. with a diameter less than 5/8 inch shall be passivated stainless steel, alloy type 316 or type 304. Stainless steel hardware shall meet ASTM F593 and F594 for corrosion resistance. All other nuts and bolts shall meet ASTM A307 and shall be galvanized.

2.14.1. Conduit Strap

Conduit strap shall be double-hole, stainless steel, and sized to support specified conduit. Conduit strap shall attach to wood pole or post with two 2 ¹/₄ inch wood screws.

2.14.2. Mounting Strap for Pole Mount Cabinet

Mounting strap for pole mount cabinet shall be $\frac{3}{4}$ inch x 0.03 inch stainless steel; equipped with clips or buckles to securely hold strap.

2.14.3. Metal Framing Channel and Fittings

Metal framing channel shall be 1 5/8 inches wide galvanized steel that conforms to ASTM A1011 and ASTM A653. One side of the channel shall have a continuous slot with in-turned edges to accommodate toothed fittings.

Fittings shall be punch pressed from steel plates and conform to ASTM A575 and the physical requirements of ASTM A1011.

2.15. Junction Box

2.15.1. Junction Box Type A, B, or C

Junction Box Type A, B, or C shall meet or exceed ANSI/SCTE 77-2007, Tier 15. Box shall have an open bottom. A removable, non-slip cover marked "PLANNING" shall be equipped with a lifting slot and attached with a minimum of two 3/8 inch stainless steel hex bolts and washers. Type A Box shall have nominal inside dimensions of 13 inches wide by 24 inches long by 18 inches deep. Type B Box shall have nominal inside dimensions of 11 inches wide by 18 inches long by 12

inches deep. Type C Box shall have nominal inside dimensions of 24 inches wide by 36 inches long by 30 inches deep.

2.15.2. Aggregate for Junction Box Type A, B, or C

Aggregate for junction box type A, B, or C shall be gradation size no. 57 and conform to the *Standard Specifications for Road and Bridge Construction*.

2.15.3. Junction Box 10x8x4

Junction Box Type 10x8x4 shall be constructed of a UV-stabilized, nonmetallic material or non-rusting metal and be weatherproof in accordance with NEMA 4X. Box shall be equipped with an overhanging door with a continuous durable weatherproof gasket between the body and door. Door shall be hinged with stainless steel screws, hinge(s) and pin(s) and shall be equipped with a stainless steel padlockable latch on the side opposite the hinge(s). Junction Box 10x8x4 shall have minimum inside dimensions of 10 inches high by 8 inches wide by 4 inches deep.

2.16. Maintain and Control Traffic

Materials for the bid item Maintain and Control Traffic shall conform to the *Standard Specifications for Road and Bridge Construction*, and the KYTC Department of Highways *Standard Drawings*.

2.17. Piezoelectric Sensor

Piezoelectric sensor (piezo) shall provide a consistent level voltage output signal when a vehicle axle passes over it, shall have a shielded transmission cable attached, and shall meet the following requirements:

- Dimensions: such that sensor will fit in a ³/₄ inch wide by 1 inch deep saw cut. Total length shall be 6 feet unless specified otherwise.
- Output uniformity: ± 7% (maximum)
- Typical output level range: 250mV (minimum) from a wheel load of 400 lbs.
- Working temperature range: -40° to 160° F.
- Sensor life: 30 million Equivalent Single Axle Loadings (minimum)

Shielded transmission cable shall be coaxial and shall meet the following requirements:

- RG 58C/U with a high density polyethylene outer jacket rated for direct burial
- Length shall be a minimum of 100 feet. Installations may exceed 100 feet so the piezo shall be supplied with a lead-in of appropriate length so that the cable can be installed splice-free from the piezo to the cabinet.
- Soldered, water resistant connection to the sensor.

One installation bracket for every 6 inches of sensor length shall also be supplied. Piezo shall be a RoadTrax BL Class I or approved equal.

2.18. Saw Slot Sealant

Saw Slot Sealant shall be non-shrink, non-stringing, moisture cure, polyurethane

encapsulant suitable for use in both asphalt and concrete pavements. It shall provide a void-free encapsulation for detector loop cables and adequate compressive yield strength and flexibility to withstand heavy vehicular traffic and normal pavement movement.

The cured encapsulant shall meet or exceed the following:

- Hardness (Indentation): 35-65 Shore A, ASTM D2240
- Tensile Strength: 150 psi minimum, ASTM D412
- Elongation: 125% minimum 2 inch/minute pull, ASTM D412
- Tack-free Drying Time: 24 hours maximum, ASTM C679
- Complete Drying Time: 30 hours maximum, KM 64-447
- Chemical Interactions (seven day cure at room temperature, 24-hour immersion, KM 64-446):

0	Motor Oil:	No effect
0	Deicing Chemicals:	No effect
0	Gasoline:	Slight swell
0	Hydraulic Brake Fluid:	No effect
0	Calcium Chloride (5%):	No effect

2.19. Seeding and Protection

Material for Seeding and Protection shall be Seed Mixture Type I and conform to the *Standard Specifications for Road and Bridge Construction*.

2.20. Signs

Materials for signs shall conform to the *Standard Specifications for Road and Bridge Construction*.

2.21. Splicing Materials

2.21.1. Electrical Tape

Electrical tape shall be a premium grade, UL-listed, all-weather, vinyl-insulating tape with a minimum thickness of 7 mil. Tape shall be flame retardant and resistant to abrasion, moisture, alkalis, acids, corrosion, and weather (including ultraviolet exposure).

2.21.2. Splice Kit

Splice kit shall be inline resin-type and rated for a minimum of 600V. Resin shall be electrical insulating-type and shall provide complete moisture and insulation resistance.

2.22. Steel Reinforcing Bar

Steel reinforcing bar shall be #5 and shall conform to the *Standard Specifications for Road and Bridge Construction.*

2.23. Terminal Block

Terminal block shall be rated for a minimum of 300 V and have a minimum of six

terminal pairs with 9/16-inch nominal spacing (center to center) for connecting loop and piezoelectric sensor wires to cable assemblies. Terminal block shall have screw type terminal strips to accommodate wire with spade-tongue ends.

2.24. Warning Tape

Warning tape shall be acid and alkali resistant formulated for direct burial. Tape shall be a minimum of 3 inches wide by 4.0 mils (nominal) thick, and shall be permanently imprinted with a minimum 1 inch black legend on a red background warning of an electric line. Tape shall meet or exceed the following industry specifications:

- American Gas Association (AGA) 72-D-56
- American Petroleum Institute (API) RP 1109
- American Public Works Association (APWA) Uniform Color Code
- Department of Transportation (DOT) Office of Pipeline Safety USAS B31.8
- Federal Gas Safety Regulations S 192-321 (e)
- General Services Administration (GSA) Public Buildings Service Guide: PBS 4-1501, Amendment 2
- National Transportation Safety Board (NTSB) PSS 73-1
- Occupational Safety and Health Administration (OSHA) 1926.956 (c) (1)

2.25. Wire and Cable

All cable and wire shall be plainly marked in accordance with the National Electrical Code (NEC).

2.25.1. Loop Wire

Loop wire shall be 14 AWG, stranded, copper, single conductor, and shall conform to the International Municipal Signal Association (IMSA) Specification No. 51-7.

2.25.2. Cable No. 14/1 Pair

Cable No. 14/1 pair loop lead-in cable shall be 14 AWG, stranded, copper paired, electrically shielded conductors, and shall conform to IMSA 19-2.

2.25.3. Grounding conductor

Grounding conductor and bonding jumper shall be solid or stranded, 4 AWG bare copper.

2.25.4. Service Entrance Conductor

Service entrance conductor shall be stranded, copper, Type USE-2, sized as required to comply with the NEC.

2.25.5. Terminal for electrical wire or cable

Terminal for electrical wires or cables shall be insulated, solderless, spade tongue terminals of correct wire and stud size. Terminal for electrical wires or cables shall be incidental to the wire or cable (including piezoelectric sensor transmission cable) to be connected to terminal strips.

Revised April, 2017

Material, Installation, and Bid Item Notes for Permanent Traffic Data Acquisition Stations

2.26. Wood Post

Wood post shall be Southern Pine pretreated to conform to the American Wood Preservers' Association (AWPA) C-14 and shall have minimum dimensions of 4 inches by 4 inches by 8 feet long (for Galvanized Steel Cabinet) or 4 feet long (for Junction Box 10x8x4), sawed on all four sides with both ends square.

2.27. Wooden Pole

Wooden pole shall be a Class IV wood pole of the length specified and shall conform to the *Standard Specifications for Road and Bridge Construction* except the pole shall be treated in accordance with AWPA P9 Type A.

Revised April, 2017

Material, Installation, and Bid Item Notes for Permanent Traffic Data Acquisition Stations

3. CONSTRUCTION METHODS

The plans indicate the extent and general arrangement of the installation and are for guidance. When the Contractor deems any modifications to the plans or specifications necessary, details of such changes and the reasons shall be submitted in writing to the engineer for written approval prior to beginning the modified work.

After the project has been let and awarded, the Division of Construction shall notify the Division of Planning of the scheduled date for a Pre-Construction meeting so that prior arrangements can be made to attend. This will allow the Division of Planning an opportunity to address any concerns and answer any questions that the Contractor may have before beginning the work.

The Division of Planning Equipment Management Team (502-564-7183) shall be notified a minimum of seven days before any work pertaining to these specifications begins to allow their personnel the option to be present during installation.

Unless otherwise specified, installed materials shall be new.

Construction involving the installation of loops or piezoelectric sensors shall not be performed when the temperature of the pavement is less than 38°F.

A final inspection will be performed by a member of the Central Office Division of Planning equipment staff after the installation is complete to verify that the installation is in compliance with the plans and specifications.

Any required corrective work shall be performed per the *Standard Specifications for Road and Bridge Construction.*

3.1. Anchoring

Furnish: Anchor, anchor rod, guy wire, strand vise, guy guard.

Anchor shall be installed in relatively dry and solid soil. Rock anchor shall be installed in solid rock. Excavate the hole at a 45° to 60° angle in line with the guy (hole size shall be slightly larger than the expanded anchor – see manufacturer's recommendation). Attach rod to anchor, install assembly into hole, and expand anchor. Backfill and tamp entire disturbed area. The effectiveness of the anchor is dependent upon the thoroughness of backfill tamping. Attach guy to strand vise on pole and anchor rod and tighten to required tension. Install guy guard on guy.

3.2. Bore and Jack Pipe – 2"

Furnish: Steel Encasement Pipe, 2"

Bore and jack pipe – 2" shall conform to the Section 706 of the *Standard Specifications for Road and Bridge Construction.*

3.3. Cleanup and Restoration

Furnish: Seed Mix Type 1 (as required); fertilizer (as required); agricultural limestone (as required); mulch or hydromulch (as required); tackifier (as required).

The Contractor shall be responsible for repairing any damage to public and/or private property resulting from his work. Upon completion of the work, restore all disturbed highway features in like kind design and materials. This shall include filling any ruts and leveling ground appropriately. Contractor shall dispose of all waste and debris off the project. Sow all disturbed earthen areas with Seed Mix Type 1 per Section 212 of the *Standard Specifications for Road and Bridge Construction*. All materials and labor necessary for cleanup and restoration shall be considered incidental to other bid items.

3.4. Conduit

Furnish: Conduit; conduit fittings; bushings (grounding where required); LB condulets (as required); weatherheads (as required); conduit straps; hardware; conduit sealant.

Conduit that may be subject to regular pressure from traffic shall be laid to a minimum depth of 24 inches below grade. Conduit that will not be subject to regular pressure from traffic shall be laid to a minimum depth of 18 inches below grade.

Conduit ends shall be reamed to remove burrs and sharp edges. Cuts shall be square and true so that the ends will butt together for the full circumference of the conduit. Tighten couplings until the ends of the conduit are brought together. Do not leave exposed threads. Damaged portions of the galvanized surfaces and untreated threads resulting from field cuts shall be painted with an Engineer-approved, rust inhibitive paint. Conduit bends shall have a radius of no less than 12 times the nominal diameter of the conduit, unless otherwise shown on the plans.

Contractor shall install a bushing (grounding bushing where required) on both ends of all conduits. Cap spare conduits on both ends with caps or conduit sealant.

Conduit openings in junction boxes and cabinets shall be waterproofed with a flexible, removable conduit sealant, working it around the wires, and extending it a minimum 1 inch into the end of the conduit.

After the conduit has been installed and prior to backfilling, the conduit installation shall be inspected and approved by the Engineer.

3.5. Electrical Service

Furnish: Meter base, service disconnect, wire, GFCI AC duplex receptacle with box and cover; conduit, conduit fittings, bushings (grounding where required); LB condulets (as required); weatherhead; conduit straps; hardware; conduit sealant; ground rod with clamp; grounding conductor.

Prior to any construction, the Contractor shall initiate a work order with the local power

company for the installation of electrical service to the site. A representative from the Division of Planning and the local power company shall be consulted prior to choosing an exact location for the pole. The Contractor shall clear the right-of-way for the electrical service drop.

Contractor shall obtain electrical inspections, memberships, meter base, service disconnect and any other requirements by the utility serving the installation and pay all fees as required.

Install meter-base and disconnect panel with a 30-ampere, fused, circuit breaker inside. Install a manufactured weatherproof hub connectors to connect the conduit to the top of the meter base and service disconnect.

Install a rigid ³/₄ inch conduit with three 8 AWG service conductors from the cabinet, through the service disconnect to the meter base and a 1¹/₄" conduit with three 8 AWG service conductors from the meter base to a weatherhead two feet from the top of the electrical service pole. Install conduit straps 30 inches on center and provide a drip loop where the wire enters the weatherhead. Splice electric drop with service entrance conductors at the top of the pole.

The limit of conduit incidental to "Install Electrical Service" for a pad mounted cabinet is 24 inches beyond face of service pole.

Install a 120-volt, 20-amp GFCI AC duplex receptacle with box and cover in the automatic data recorder (ADR) cabinet.

Install a ground rod with clamp. Install a grounding conductor wire from the meter base, through the disconnect panel, to the ground rod clamp. Install grounding conductor in 1-³/₄" conduit from service disconnect to ground rod.

After completing the installation and before the electrical service is connected, obtain a certificate of compliance from the Kentucky Department of Housing, Buildings and Construction, Electrical Inspection Division.

3.6. Flashing Arrow

Furnish: Arrow Panel

Construction of Flashing Arrow shall conform to the *Standard Specifications for Road and Bridge Construction*.

3.7. Galvanized Steel Cabinet

Furnish: Cabinet; wood posts; concrete; conduit fittings; metal framing channel; pipe clamp; terminal block(s); spade tongue wire terminals; wire labels; hardware.

Where right-of-way allows, locate the cabinet such that it is outside the clear zone in accordance with the *Roadside Design Guide*. Install Cabinet such that the door of the

cabinet faces the roadway.

Excavate as required and install wood posts to a depth of 36 inches and place concrete around posts as shown on the standard detail sheets. Install metal framing channel with pipe clamp between posts.

Install Cabinet on wood posts 38 inches above the finished grade as shown on the standard detail sheets. Install a unistrut between posts when two posts are specified.

Install the required number of terminal blocks on the cabinet back plate. Install a spade tongue terminal on each loop and piezo sensor wire entering the cabinet and connect wires to terminal block(s). Wiring shall be neat and orderly. Label all wires and cables inside cabinet.

Install conduit from ground to cabinet and attach to pipe clamp. Install locknuts to attach conduit to cabinet and install a conduit bushing as shown on the standard detail sheets.

3.8. Grounding

Furnish: Ground rod with clamp; grounding conductor.

At sites with electrical or solar service, all conduits, poles, and cabinets shall be bonded to ground rods and the electrical system ground to form a complete grounded system.

Install such that top of ground rod is a minimum of 3 inches below finished grade.

Grounding systems shall have a maximum 25 ohms resistance to ground. If the resistance to ground is greater than 25 ohms, two or more ground rods connected in parallel shall be installed. Adjacent ground rods shall be separated by a minimum of 6 feet.

3.9. Install Pad Mount Enclosure

Furnish: Concrete; anchor bolts with washers and nuts; conduit; conduit fittings; conduit grounding bushings; ground rod with clamp; grounding conductor; conduit sealant; wooden stakes (where required); wire labels; hardware.

The Contractor shall be responsible for securing the enclosure from the Central Office Division of Planning Warehouse in Frankfort and transporting it to the installation site.

Where right-of-way allows, locate the enclosure such that it is outside the clear zone in accordance with the *Roadside Design Guide*.

Excavate as required, and place concrete to construct the enclosure foundation as specified on the standard detail sheets. Install enclosure on the concrete base such that the door(s) of the enclosure opens away from traffic (hinges away from traffic). Install anchor bolts, washers, and nuts to secure the enclosure to the foundation.

Install ground rod with clamp and install one ³/₄ inch rigid conduit from enclosure base to

ground rod. Install a grounding conductor from ground rod to enclosure base and bond to each conduit bushing in the base.

Install one ³/₄ inch rigid steel conduit for electrical service from the base of the enclosure to 24 inches beyond the concrete base. Make all field wiring connections to the electrical service, as applicable.

If electrical service is not provided as a bid item in the contract, plug conduit on both ends with a cap, conduit sealant, or electrical tape. Mark the location of the buried conduit end with a wooden stake labeled "3/4 in. conduit."

Install specified rigid steel conduit(s) into the base of the enclosure for sensor wire entry. Install one spare 2 inch conduit from the enclosure base to 2 feet beyond the concrete base. Plug spare conduit on both ends with a cap, conduit sealant or electrical tape.

The limit of all conduits incidental to "Install Pad Mount Enclosure" is 24 inches beyond the edge of the concrete base.

Wiring in enclosure shall be neat and orderly. Label all wires and cables inside enclosure. KYTC personnel will furnish and install terminal blocks and connect sensors to terminal blocks.

3.10. Install Controller Cabinet

Furnish: Mounting brackets; mounting straps; conduit; LB condulets; conduit fittings; conduit grounding bushings; ground rod with clamp; grounding conductor; cable staples; conduit sealant; wooden stakes (where required); wire labels; hardware.

The Contractor shall be responsible for securing the cabinet from the Central Office Division of Planning Warehouse in Frankfort and transporting it to the installation site. Any existing holes in the cabinet not to be reused shall be covered or plugged to meet NEC requirements.

Install mounting brackets and secure cabinet to pole with mounting straps.

Install a ground rod with clamp. Install grounding conductor in 1-3/4" conduit form cabinet to ground rod.

Install one ³/₄ inch rigid steel conduit with two lb condulets from cabinet to electrical service disconnect box. Make all field wiring connections to the electrical service, as applicable.

If electrical service is not provided as a bid item in the contract, plug conduit on both ends with cap, plumbers putty, conduit sealant, or electrical tape. Mark the location of the buried conduit end with a wooden stake labeled "3/4 in. conduit".

Install specified rigid steel conduit(s) and type LB condulet(s) into the bottom of the

cabinet for sensor wire entry. The limit of conduits incidental to "Install Controller Cabinet" is 24 inches beyond the face of the pole.

Wiring in cabinet shall be neat and orderly. Label all wires and cables inside cabinet. KYTC personnel will furnish and install terminal blocks and connect sensors to terminal blocks.

3.11. Junction Box Type 10x8x4

Furnish: Junction box; wood post; conduit fittings; wire labels; hardware.

Where right-of-way allows, locate the junction box such that it is outside the clear zone in accordance with the Roadside Design Guide.

Excavate as required and install wood post(s) to a depth of 18 inches. Install junction box on wood post such that the bottom of the box is 18 inches above the finished grade as shown on the standard detail sheets. Box shall be installed with four (4) $2\frac{1}{2}$ inch wood screws and washers.

Install locknuts to attach conduit to junction box and install a conduit bushing as shown on the standard detail sheets.

Wiring inside box shall be neat and orderly. Label all wires and cables inside box.

3.12. Junction Box Type A, B, or C

Furnish: Junction box, No. 57 aggregate; grounding conductor

Excavate as required and place approximately 12 inches of No. 57 aggregate beneath the proposed junction box to allow for drainage. Install specified junction box type A, B, or C near the edge of pavement, flush with finished grade per the detail sheets. Where required, orient the box so that the dimensions comply with the National Electrical Code. Stub conduits with grounding bushings into junction box at its base to accommodate wires and connect grounding conductor to all grounding bushings. Backfill to existing grade, and restore disturbed area to the satisfaction of the Engineer.

Wiring inside box shall be neat and orderly. Label all wires and cables inside box.

3.13. Loops - Proposed

Furnish: Wire; saw slot sealant; backer rod; grout; conduit sealant.

The plans and notes specify the approximate location for loop installations. Prior to sawing slots or drilling cores, the Contractor shall meet with a representative of the Division of Planning to verify the precise layout locations on site. Avoid expansion joints and pavement sections where potholes, cracks, or other roadway flaws exist.

Upon completion of this meeting, the Contractor shall measure out and mark the proposed loop locations with spray paint or chalk such that the saw slots will be parallel

and perpendicular to the direction of traffic. Marked lines shall be straight and exact to the locations determined and sized as shown on the plans. Unless indicated otherwise, loops shall be 6 feet by 6 feet square and loops in the same lane shall be spaced 16 feet from leading edge to leading edge.

On resurfacing, rehabilitation, and new construction projects that include new asphalt pavement, the Contractor shall install loops prior to laying the final surface course. On projects with milling and texturing, the Contractor may install the loops prior to or after the milling operation; however, if installed prior to milling, the Contractor shall be responsible for ensuring that the loops are installed at a depth such that the milling operation will not disturb the newly installed loops. The Contractor shall correct damage caused by the milling operations to newly installed loops prior to placement of the final surface course at no additional cost to the Cabinet.

For projects that include the installation of new asphalt and piezoelectric sensors, the Contractor shall mark or otherwise reference all loops installed prior to the final surface course such that the loops can be accurately located when the piezoelectric sensors are installed after placement of the final surface course.

For projects that do not have asphalt surfacing, the Contractor shall install the loops in the surface of the pavement.

The Prime Contractor shall coordinate the installation of loops with the electrical sub-Contractor and the Engineer to ensure correct operation of the completed installation.

The following is a typical step by step procedure for the installation of a loop.

- Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 2 inches below the surface of rigid (PCC/Concrete) pavement or 4 inches below the surface of asphalt pavement.
- Drill a 1¹/₂ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- Clean <u>ALL</u> foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- Completely dry the slots and drilled cores and within 1 foot on all sides of the slots using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1¹/₂ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.

- Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for four turns, and return to the termination point.
- Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot.
- Install conduit sealant to a minimum of 1" deep into the cored 1½ inch hole.
- Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- Clean up the site and dispose of all waste off the project.
- Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

Exceptions to installing loop wire splice-free to the junction box or cabinet may be considered on a case-by-case basis and must be pre-approved by the Engineer. If splices are allowed, they shall be located in a junction box and shall conform to the construction note for Splicing.

If loop lead-in cable (Cable No. 14/1 Pair) is specified, cable shall be installed splice free to the cabinet ensuring that extra cable is left in each junction box or cabinet. All wires and cables shall be labeled in each junction box and cabinet.

Loop inductance readings shall be between 100 and 300 microhenries. The difference of the loop inductance between two loops in the same lane shall be ± 20 microhenries. Inductance loop conductors shall test free of shorts and grounds. Upon completion of the project, all loops must pass an insulation resistance test of a minimum of 100 million ohms to ground when tested with a 500 Volt direct current potential in a reasonably dry atmosphere between conductors and ground.

3.14. Loops – Existing

When noted on a data collection station layout sheet that there are existing inductive loops within the limits of the project, notify the Engineer in writing, a minimum of 14 calendar days prior to beginning milling operations. After milling and prior to placing asphalt inlay, conduct an operating test on the existing inductance loops at the control cabinet in the presence of the Engineer to determine if the inductance loop conductors have an insulating resistance of a minimum of 100 megohms when tested with a 500 volt direct current potential in a reasonably dry atmosphere between conductors and ground. The Department may also conduct its own tests with its own equipment.

If the tests indicate the loop resistances are above the specified limit and the Engineer determines the system is operable, proceed with the asphalt inlay. If the test indicates the loop resistance is not within the specified limits or if the Engineer determines the system is otherwise not operable, prior to placing the asphalt inlay install and test new loop detectors according to the station layout, notes, and Detail Drawings.

The Engineer will contact and maintain liaison with the District Planning Engineer and the Division of Planning in order to coordinate any necessary work.

3.15. Maintain and Control Traffic

Furnish (all as required): Drums, traffic cones, barricades used for channelization purposes, delineators, and object markers.

Maintain and Control Traffic shall conform to the plans, the Standard Specifications for Road and Bridge Construction, and the KYTC Department of Highways Standard Drawings.

3.16. Open Cut Roadway

Furnish: Concrete, reinforcing bars.

Excavate trench by sawing and chipping away roadway to dimensions as indicated on the detail sheets. After placing conduit, install concrete and steel reinforcing bars per the *Standard Specifications for Road and Bridge Construction*. Restore any disturbed sidewalk to its original condition.

3.17. Piezoelectric Sensor

Furnish: Piezoelectric sensor and cable; sensor support brackets; saw slot sealant; backer rod; grout; conduit sealant.

The plans and notes specify the approximate location for piezoelectric sensor (piezo) installations. Prior to sawing slots or drilling cores, the Contractor shall meet with a representative of the Division of Planning to verify the final layout on site. Avoid expansion joints and pavement sections where potholes, cracks, or other roadway flaws exist. Roadway ruts at the proposed piezo location shall not be in excess of ½ inch under a 4-foot straight edge.

Install the piezo perpendicular to traffic in the final surface course of the pavement. Locate the sensor in the lane as shown on the site layout drawing. Eleven-foot length sensors shall be centered in the lane.

The following is a typical step by step procedure for the installation of a piezo. Refer specifically to the manufacturer's instructions provided with the sensor prior to installation.

• Carefully mark the slot to be cut, perpendicular to the flow of traffic and properly positioned in the lane.

- It is strongly recommended that a ³/₄ inch wide diamond blade be used for cutting the slot, or that blades be ganged together to provide a single ³/₄ inch wide cut. The slot shall be wet cut to minimize damage to the pavement.
- Cut a slot ³/₄ inch wide (±1/16 inch) by 1 inch minimum deep. The slot should be a minimum of 2 inches longer than the sensor (including the lead attachment). Drop the saw blade an extra ¹/₂ inch down on both ends of the sensor. The lead out of the passive cable should be centered on the slot.
- Cut the slot for the passive cable ¹/₄ inch wide and at a depth so that the top of the backer rod is a minimum of 2 inches below the road surface.
- Clean <u>ALL</u> foreign and loose matter out of the slot and within 1 foot on all sides of the slot using a high pressure washer.
- Completely dry the slot and within 1 foot on all sides of the slot using oil-free forced air, torpedo heaters, electric heaters, or natural evaporation, depending on weather conditions. Be very careful not to burn the asphalt if heat is used.
- Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1¹/₂ inch hole on a 45° angle to the conduit adjacent to the roadway.
- Place strips of 2-4 inch wide tape strips on the pavement along the lengths of both sides of the sensor slot, 1/8 inch away from the slot.
- Wear clean, protective latex (or equivalent) gloves at all times when handling sensors. Visually inspect sensor to ensure it is straight. Check lead attachment and passive cable for cuts, gaps, cracks and/or bare wire. Verify that the correct sensor type and length is being installed by checking the data sheet. Verify there is sufficient cable to reach the cabinet. <u>Piezo lead-in cable shall not be spliced.</u>
- Test the sensor for capacitance, dissipation factor and resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within ±20% of the piezo data sheet. Resistance (using the 20M setting) should be infinite. Record the sensor serial number and the test results and label "pre-installation." This information should be stored in the counter cabinet and/or returned to Department Planning personnel.
- Lay the sensor next to the slot and ensure that it is straight and flat.
- Clean the sensor with steel wool or an emery pad and wipe with alcohol and a clean, lint-free cloth.
- Place the installation bracket clips every 6 inches along the length of the sensor.
- Bend the tip of the sensor downward at a 30° angle. Bend the lead attachment end down at a 15° angle and then 15° back up until level (forming a lazy Z).
- Place the sensor in the slot, with the brass element 3/8 inch below the road surface along the entire length. The tip of the sensor should be a minimum of 2 inches from the end of the slot and should not touch the bottom of the slot. The top of the plastic installation bracket clips should be 1/8 inch below the surface of the road. The lead attachment should not touch the bottom or sides of the slot. Ensure the sensor ends are pushed down per the manufacturer's instructions.
- Visually inspect the length of the sensor to ensure it is at uniform depth along its length and it is level (not twisted, canted or bent).

- On the passive cable end, block the end of the slot approximately 3-5 inches beyond the end of the lead attachment area creating an adequate "dam" so that the sensor grout does not flow out.
- <u>Use one bucket of sensor grout per piezo installation</u>. Overfill the slot with sensor grout and allow to cure for a minimum of 10 minutes before continuing with the installation. Ensure that sensor grout fills around and beneath the sensor completely and that there is not a trough on top.
- Remove the tape along the sides of the saw slot when the adhesive starts to cure.
- Carefully remove the dam from the end of the sensor.
- Route the lead-in cable through the saw slot
- Install conduit sealant to a minimum of 1" deep into the cored 1¹/₂ inch hole.
- Cover the lead-in cable with encapsulant, backer rod, and grout.
- If necessary, after the grout has hardened, grind with an angle grinder until the profile is a 1/16 inch mound. There shall be no concave portion to the mound.
- Clean up the site and dispose of all waste off the project.
- Ensure that the sensor grout has completely cured prior to subjecting the sensor to traffic. Curing time will vary with temperature and humidity.

Upon installation, test the sensor for capacitance, dissipation factor and resistance, according to the directions enclosed with the sensor. Capacitance and dissipation should be within $\pm 20\%$ of the piezo data sheet. Resistance (using the 20M setting) should be infinite. Perform a functional test of the piezo with an oscilloscope to ensure that the sensor is generating a proper response to the passage of vehicles.

Record the sensor serial number and the test results and label "post-installation." This information should be stored in the counter cabinet and/or returned to Department Planning personnel.

3.18. Pole – Wooden

Furnish: Pole; anchoring equipment (as required); hardware (as required).

Excavate and install wood pole to a minimum depth of one-sixth the total pole height. Place backfill material in hole and compact until flush with existing grade. Install guy wire, guy guard, anchor, anchor rod, and strand vise, if necessary. Anchor shall be a minimum of one-third the pole height from the face of the pole. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

3.19. Removal of Existing Equipment

The Contractor shall remove existing materials (including but not limited to: poles, anchors, cabinets, junction boxes, conduit and wire) not to be reused. Contractor shall dispose of all removed materials off the project. All materials and labor necessary for the removal of existing equipment shall be considered incidental to other bid items.

Revised April, 2017

Material, Installation, and Bid Item Notes for Permanent Traffic Data Acquisition Stations

3.20. Signs

Furnish: Signs; sign standards; hardware.

Construction of signs shall conform to the *Standard Specifications for Road and Bridge Construction*.

3.21. Splicing

Furnish: Splice kit; solder.

These notes describe the splicing process (if permitted) and are not intended to grant permission to splice. <u>Permission to splice shall be determined by the Division of Planning</u> and the locations shall be shown on the layout sheet. If splicing is needed but not shown on the layout sheet, the Contractor shall receive <u>prior written approval</u> from the Division of Planning.

All splices shall conform to the provisions of the NEC.

Splices for loop and loop lead-in wire shall be twisted and soldered. Abrade the outer jacket of both wires to promote good adhesion and prevent capillary leak paths. Seal the splice with an electrical sealing resin. Spliced loop conductors shall test free of shorts and unauthorized grounds and shall have an insulating resistance of at least 100 megohms when tested with a 500 volt direct current potential in a reasonably dry atmosphere between conductors and ground.

For piezos, the same type coax cable, supplied by the manufacturer, shall be used to splice to the sensor's lead-in cable. Cables shall be soldered. Abrade the outer jacket of both cables to promote good adhesion and prevent capillary leak paths. Seal the splice with an electrical sealing resin. Spliced piezo cables shall be tested and have a minimum resistance of 20 megohms, a maximum dissipation factor of 0.03, a capacitance within the manufacturer's recommended range based upon the length of additional cable. A functional test of the piezo shall be performed to ensure that the sensor is generating a proper response to the passage of vehicles.

3.22. Trenching and Backfilling

Furnish: Warning tape; seed mix type I; cereal rye or German foxtail-millet; mulch; concrete (as required); asphalt (as required).

Excavate trench and provide required cover as shown on the standard detail sheets. After placing conduit, backfill material shall be placed and compacted in lifts of 9 inches or less. Install warning tape as shown on the detail sheet. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer. This item shall include concrete, asphalt or approved replacement material for sidewalks, curbs, roadways, etc. (if required).

3.23. Wiring

Furnish: Wire; wire labels; spade tongue wire terminals (as required).

Installation of all wiring shall conform to the NEC. Permanent identification numbers shall be affixed to all wires in all junction boxes and cabinets (see Layout(s) for loop and piezo numbers).

Additional lengths of each loop and piezo sensor wire shall be neatly coiled in all cabinets and junction boxes as follows:

Enclosure Type	Additional length of each wire
Galvanized Steel Cabinet	2'-3'
Pad Mount Cabinet (332)	6' - 8'
Pole Mount Cabinet (336)	3' - 4'
Junction Box Type 10x8x4	2'-3'
Junction Box Type A, B, or C	2'-3'

3.24. Wood Post

Furnish: Wood post; concrete (as required); seed mix type I; cereal rye or German foxtailmillet; mulch.

Excavate hole to specified depth and place concrete, if required. Install post, backfill to existing grade, and tamp backfill. Provide temporary erosion control, seeding, protection and restoration of disturbed areas to the satisfaction of the Engineer.

4. BID ITEM NOTES AND METHOD OF MEASUREMENT FOR PAYMENT

Only the bid items listed will be measured for payment. All other items required to complete the vehicle detection installation shall be incidental to other items of work. Payment at the contract unit price shall be full compensation for all materials, labor, equipment and incidentals to furnish and install these items.

4.1. Bore and Jack Pipe – 2"

Bore and jack pipe -2" shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.2. Conduit

Conduit shall include furnishing and installing specified conduit in accordance with the specifications. This item shall include conduit fittings, bodies, boxes, weatherheads, expansion joints, couplings, caps, conduit sealant, electrical tape, clamps, bonding straps and any other necessary hardware. Conduit will be measured in linear feet.

4.3. Electrical Service

Electrical Service shall include furnishing and installing all necessary materials and payment of all fees toward the complete installation of an electrical service which has passed all required inspections. Incidental to this item shall be furnishing and installing:

- Meter-base per utility company's specifications
- Service disconnect panel per utility company's specifications
- Meter base and service disconnect entrance hubs, waterproof
- Service entrance conductors
- Rigid steel conduit
- Rigid steel conduit fittings
- Conduit straps
- Weatherhead
- Duplex GFCI receptacle, 120-volt, 20-amp
- Ground rod with clamp
- Grounding conductor

Also incidental to this item shall be any necessary clearing of right of way for the electrical service drop.

Electrical service will be measured in individual units each.

4.4. Flashing Arrow

Flashing Arrow shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.5. Galvanized Steel Cabinet

Galvanized Steel Cabinet shall include furnishing and installing galvanized steel cabinet on post as specified. Incidental to this item shall be furnishing and installing grounding hardware, and any necessary post/pole mounting hardware. Also incidental to this item shall be furnishing and installing the required number of terminal blocks and connection of all

sensors to the terminal blocks. Galvanized Steel Cabinet will be measured in individual units each.

4.6. Install Pad Mount Enclosure

Install Pad Mount Enclosure shall include installing a Department-furnished enclosure as specified on the detail sheets.

This item shall include obtaining the enclosure from KYTC and transporting it to the installation site and furnishing and installing the following:

- Concrete foundation (including any excavation necessary)
- Anchor bolts, lock washers, and nuts
- Conduit
- Conduit fittings (including grounding bushings)
- Weatherhead
- Terminal Strip(s)
- Ground rod with clamp
- Grounding conductor

Install Pad Mount Enclosure will be measured in individual units each.

4.7. Install Controller Cabinet

Install Controller Cabinet shall include installing a Department-furnished cabinet as specified on the detail sheets.

This item shall include obtaining the cabinet from KYTC and transporting it to the installation site and furnishing and installing the following:

- Conduit
- Conduit Fittings
- Terminal Strip(s)
- Ground rod with clamp
- Grounding conductor

Install Controller Cabinet will be measured in individual units each.

4.8. Junction Box Type 10" x 8" x 4"

Junction Box Type 10"x8"x4" shall include furnishing and installing specified junction box in accordance with the specifications. This item shall include connectors, splice sleeves, conduit fittings, mounting materials and any other items required to complete the installation. Incidental to this item shall be furnishing and installing specified post (wood, channel, metal, etc.) as required for the installation. Junction Box Type 10"x8"x4" will be measured in individual units each.

4.9. Junction Box Type A, B, or C

Junction Box Type A, B, or C shall include furnishing and installing specified junction box in accordance with the specifications. This item shall include excavation, furnishing and installing #57 aggregate, backfilling around the box, and restoration of disturbed areas to the satisfaction of the Engineer. Incidental to this item shall be furnishing and installing a

grounding conductor bonding all conduit grounding bushings in the box. Junction Box Type A, B, or C will be measured in individual units each.

4.10. Loop Saw Slot and Fill

Loop Saw Slot and Fill shall include sawing and cleaning saw slots and furnishing and installing conduit sealant, loop sealant, backer rod, grout, or other specified material. Loop Saw Slot and Fill will be measured in linear feet of sawed slot.

4.11. Maintain and Control Traffic

Maintain and Control Traffic shall be measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.12. Open Cut Roadway

Open Cut Roadway shall include excavating trench (sawing and chipping roadway) to dimensions as indicated on the detail sheets and furnishing and placing concrete, steel reinforcing bars, and asphalt. This item also includes restoring any disturbed sidewalk to its original condition. Open Cut Roadway will be measured in linear feet.

4.13. Piezoelectric Sensor

Piezoelectric sensor (piezo) shall include sawing and cleaning saw slots and furnishing and installing piezo in accordance with the specifications. This item shall include furnishing and installing lead-in wire, conduit sealant, encapsulation material, backer rod, grout, testing, and accessories. Piezo will be measured in individual units each.

4.14. Pole – 35' Wooden

Pole -35' Wooden shall include excavation, furnishing and installing specified wood pole, backfilling and restoring disturbed areas to the satisfaction of the Engineer. Incidental to this item shall be furnishing and installing guy wire, anchor and anchor rod, strand vise, and guy guard, if specified.

Pole – 35' Wooden will be measured in individual units each.

4.15. Signs

Signs shall be furnished, installed, and measured for payment per the *Standard Specifications for Road and Bridge Construction*.

4.16. Trenching and Backfilling

Trenching and Backfilling shall include excavation, warning tape, backfilling, temporary erosion control, seeding, protection and restoration of disturbed areas to original condition. This item shall include concrete, asphalt or approved replacement material for sidewalks, curbs, roadways, etc. (if required). Trenching and backfilling will be measured in linear feet.

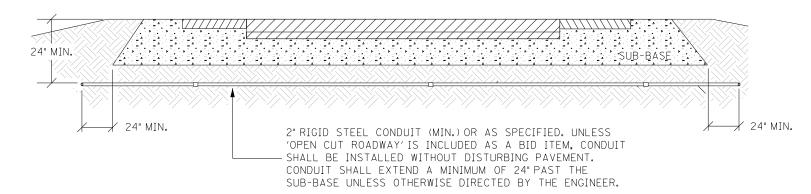
4.17. Wire or Cable

Wire or cable shall include furnishing and installing specified wire or cable within saw slot, conduit, junction box, cabinet, or overhead as indicated on the detail sheets. Incidental to this item shall be the labeling of all wires and cables in each junction box, cabinet and splice

box, and furnishing and installing other hardware required for installing cable. Wire or Cable will be measured in linear feet.

4.18. Wood Post

Wood Post shall include furnishing and installing wood post as specified. This item shall include excavation, furnishing and placing concrete (if required), backfilling around the post, and restoration of disturbed areas to the satisfaction of the engineer. Wood Post will be measured in individual units each.

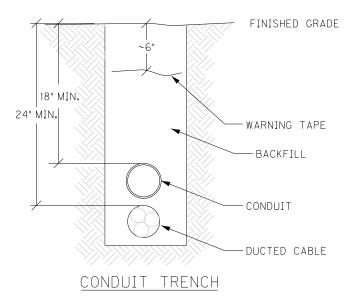


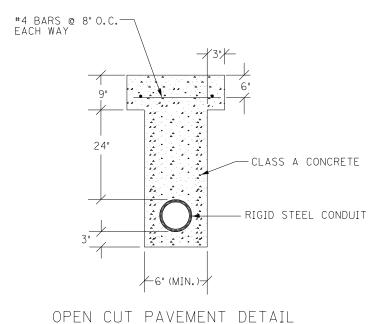
CONDUIT UNDER PAVEMENT

TOTAL TRENCH WIDTH SHALL BE 3" (NOM.) WIDER THAN THE SUM OF THE OUTSIDE DIAMETER(S) OF THE CONDUIT(S) INSTALLED. CONDUIT(S) SHALL BE CENTERED IN TRENCH.

CONTRACTOR SHALL PLACE BACKFILL IN LIFTS (9" MAX.) COMPACT BACKFILL, AND RESTORE DISTURBED AREA TO THE SATISFACTION OF THE ENGINEER

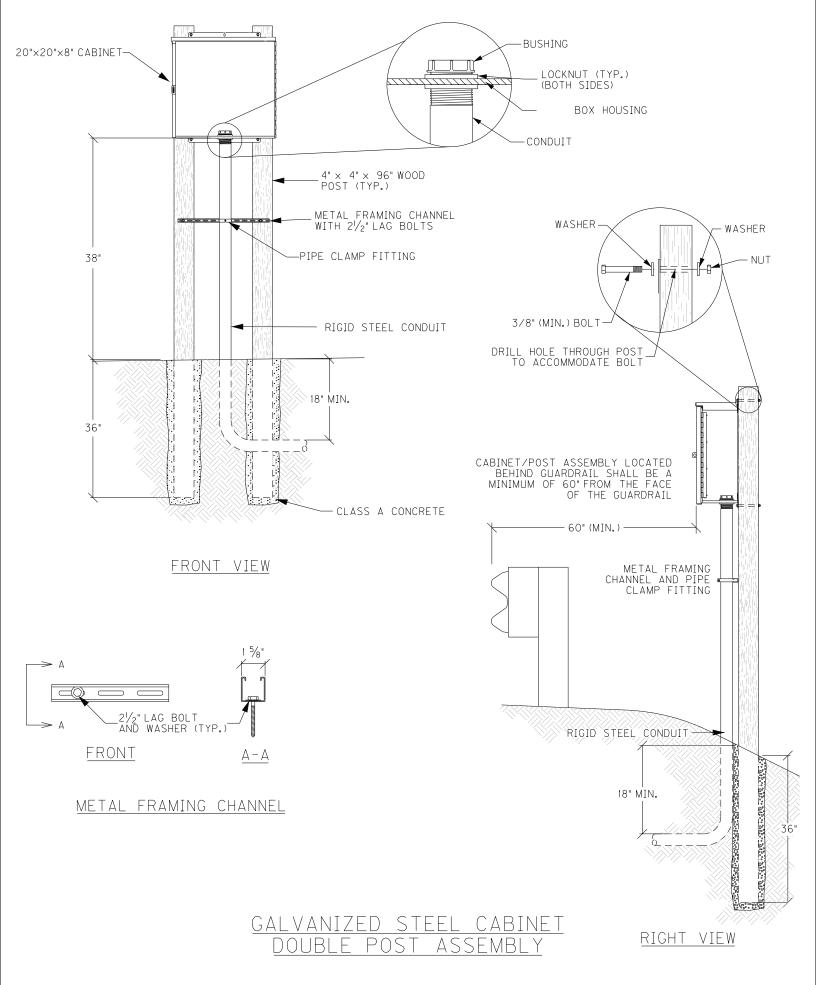
CONTRACTOR SHALL INSTALL UNDERGROUND UTILITY WARNING TAPE ABOVE CONDUIT AS SHOWN.

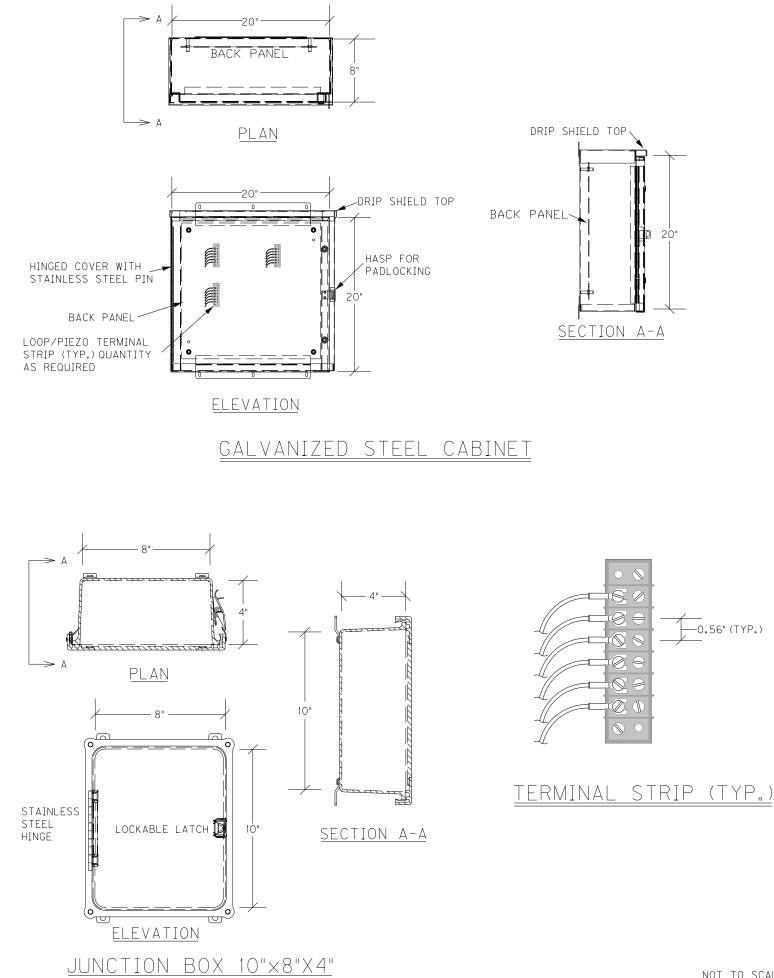


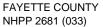


CONDUIT INSTALLATION

FAYETTE COUNTY NHPP 2681 (033)





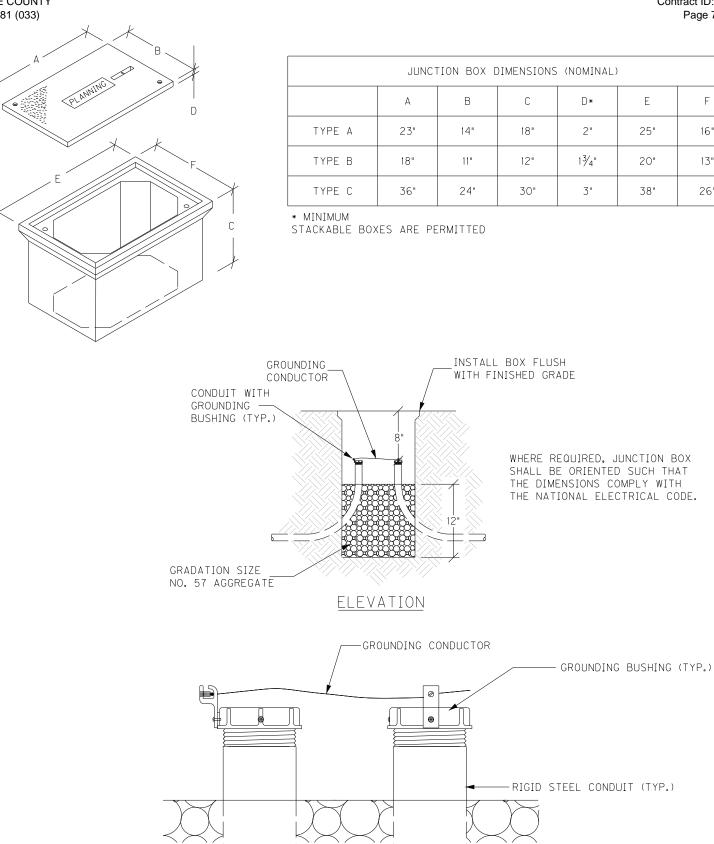


F

16"

13"

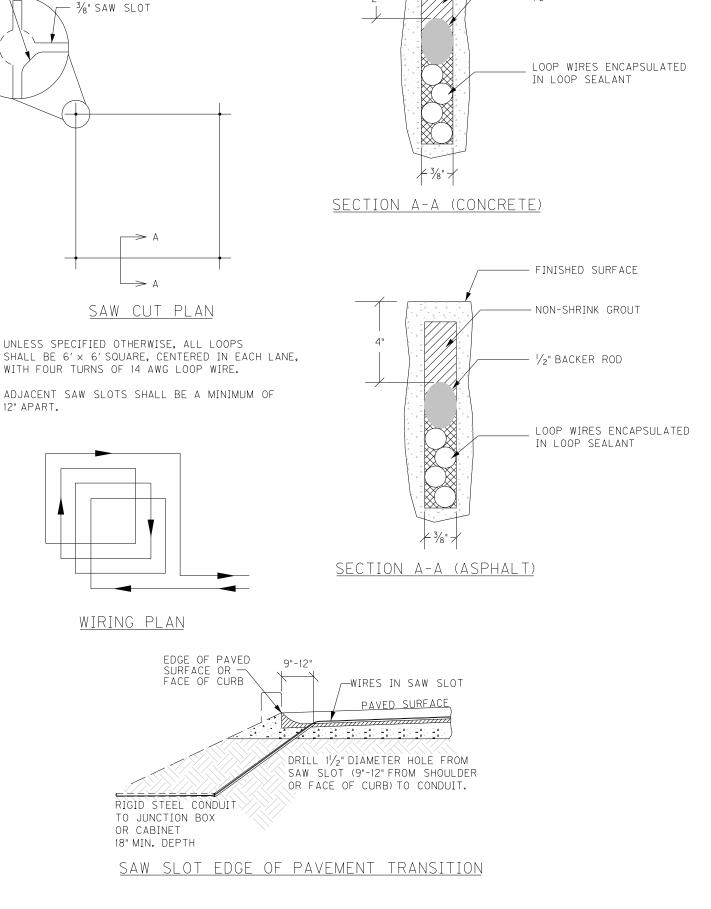
26"



GROUNDING DETAIL

JUNCTION BOX - TYPE A, TYPE B, TYPE C

INDUCTIVE LOOP DETECTOR



FAYETTE CONNER NHPP 2681 (033) CHIEVE FULL DEPTH

CORE DRILL 1 $\frac{1}{2}$ " HOLE AND/OR

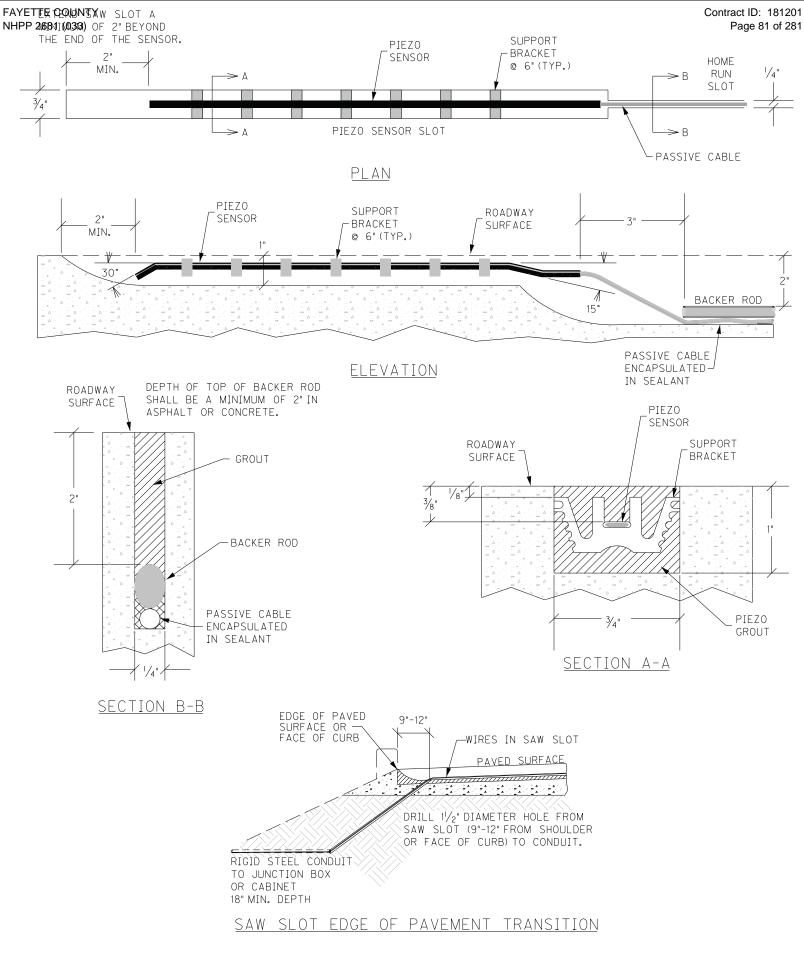
CHISEL CORNER TO SLOT DEPTH TO ELIMINATE SHARP EDGES Contract ID: 181201 Page 80 of 281

FINISHED SURFACE

1/2" BACKER ROD

NON-SHRINK GROUT

PIEZOELECTRIC SENSOR INSTALLATION



SPECIAL NOTE FOR GENERAL UTILITY COORDINATION

The Contractor shall communicate, cooperate, and coordinate with the Department, the utility owners, and potentially affected third parties, as necessary for the utility relocation work. The Contractor shall be responsible for all coordination needed to ensure that the road construction and utility relocation work may concurrently and effectively take place. No delay claims will be considered due to utility relocations.

This item shall include assignment of a Utility Coordinator for the project to coordinate plans, work and schedules directly with the utility companies and KYTC personnel. The Utility Coordinator shall be a licensed professional engineer with project management experience. This item includes responsibility to ensure the project progresses efficiently and in accordance with the proposed contract documents. The Department may consult the Utility Coordinator on matters of utility work design, construction, cost, and/or schedule. Any changes in the proposed scope, design, construction, cost, and/or schedule. Any changes in the Department. This item includes conducting monthly coordination meetings with involved utility companies and as needed on project site visits to manage utility relocation activity, resolve conflicts with the road activity, and minimize impact to the project. The department shall be invited to Utility Coordination meetings.

The Department will consider payment as full compensation for all work required under this note.

Code	Item Description	Unit
24845EC	Utility Coordination	Lump Sum

SPECIAL NOTE FOR PIPELINE INSPECTION

1.0 DESCRIPTION. The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

2.0 VIDEO INSPECTION. Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

A) Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.

B) Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.

C) During the video inspection provide a continuous 360 degree pan of every pipe joint.

D) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".

E) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.

F) Record and submit all data on the TC 64-765 and TC 64-766 forms.

3.0 MANDREL TESTING. Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe,

use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

3.1 Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.

3.2 All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.

3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.

3.4 If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.

3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.

Base Pipe Diameter	AASHTO Nominal	Max. Deflection Limit		
1	Diameter	5.0%	10.0%	
(inches)	(inches)	(i	nches)	
15	14.76	14.02	13.28	
18	17.72	16.83	15.95	
24	23.62	22.44	21.26	
30	29.53	28.05	26.58	
36	35.43	33.66	31.89	
42	41.34	39.27	37.21	
48	47.24	44.88	42.52	
54	53.15	50.49	47.84	
60	59.06	56.11	53.15	

4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION. Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.

4.1 Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:

% Deflection = [(AASHTO Nominal Diameter - D2) / AASHTO Nominal Diameter] x 100%

Note: The Engineer may require that preset monitoring points be established in the culvert prior to backfilling. For these points the pre-installation measured diameter (D1) is measured and recorded. Deflection may then be calculated from the following formula:

% Deflection = [(D1 - D2)/D1] (100%)

4.2 Record and submit all data.

5.0 DEDUCTION SCHEDULE. All pipe deductions shall be handled in accordance with the tables shown below.

FLEXIBLE PIPE DEFLECTION		
Amount of Deflection (%)	Payment	
0.0 to 5.0	100% of the Unit Bid Price	
5.1 to 9.9	50% of the Unit Bid Price ⁽¹⁾	
10 or greater	Remove and Replace ⁽²⁾	

⁽¹⁾ Provide Structural Analysis for HDPE and metal pipe. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price. ⁽²⁾ The Department may allow the pipe to remain in place with no pay to the Contractor in instances where it is in the best interest to the public and where the structural analysis demonstrates that the pipe should function adequately.

RIGID PIPE REMEDIATION TABLE PIPE		
Crack Width (inches)	Payment	
• 0.1	100% of the Unit Bid Price	
Greater than 0.1	Remediate or Replace ⁽¹⁾	

⁽¹⁾ Provide the Department in writing a method for repairing the observed cracking. Do not begin work until the method has been approved.

6.0 PAYMENT. The Department will measure the quantity in linear feet of pipe to inspect. The Department will make payment for the completed and accepted quantities under the following:

CodePay Item24814ECPipeline Inspection10065NSPipe Deflection Deduction

<u>Pay Unit</u> Linear Foot Dollars

Page 1 of 7 KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN				
County: Fayette Item No.: 7-366.00				
Federal Project No.: FD52 034 0004 008-011, STPM 268-1(022)				
Project Description:				
Widen New Circle Road in Lexington from Georgetown Road to Boardwalk Avenue including interchange reconstruction at Newtown Pike and Georgetown Road.				
Roadway Classification: X Urban Rural				
Local Collector Arterial Interstate				
ADT (current) <u>59,800</u> AM Peak Current <u>2430</u> PM Peak Current <u>2430</u> % Trucks <u>14</u>				
Project Designation: 🛛 Significant 🗌 Other:				
Traffic Control Plan Design:				
Taper and Diversion Design Speeds <u>30 mph</u>				
Minimum Lane Width <u>11'</u> Minimum Shoulder Width <u>1'</u>				
Minimum Bridge Width <u>36'</u>				
Minimum Radius <u>N/A</u> Maximum Grade <u>N/A</u>				
Minimum Taper Length <u>360'</u> Minimum Intersection Level of Service <u>N/A</u>				
Existing Traffic Queue Lengths <u>N/A</u> Projected Traffic Queue Lengths <u>N/A</u>				
Comments:				

New Circle Road will maintain two lanes of traffic in each direction at all times except for weekend lane reductions to one lane for widening. Ramps at the Newtown Pike (KY 922) and Georgetown Road (US 25) will require some weekend closures with a couple lower traffic locations having longer closures up to one week for Newtown Pike Ramp A and Georgetown Road Ramp B. A closure up to two weeks is allowed for Georgetown Road Ramp A. At least one lane of traffic is maintained in each direction with left turn lanes on both Newtown Pike and Georgetown Road. The Newtown Pike Bridge will be constructed first.

G.,

Page 2 of 7

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

Discussion:

1) Public Information Plan)		
a) Prepare with assistance from	KYTC or		
b) Identify Trip Generators	Referenced	f) Railroad Involvement	N/A
c) Identify Types of Road Users	Referenced	g) Address Pedestrians, Bikes Mass Transit	Referenced
d) Public Information Message	Referenced	h) Address Timing, Frequency, Upd Effectiveness of Plan	lates, Referenced
e) Public Information Strategies to be used	Referenced	i) Police & Other Emergency Services	Referenced

1.1.1

Page 3 of 7

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

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

Comments:

Construction of the Northbound sides of both the Newtown Pike and Lexmark bridges. Construction of the Northbound side of Newtown Pike and Ramps C and D along with Loop D. Construction of the Lexmark roundabout.

Page 4 of 7

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

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

Construction of the Northbound sides of both the Newtown Pike and Lexmark bridges. Construction of the Northbound side of Newtown Pike and Ramps A, B, and B2, along with Loop B. Partial construction of Eastbound New Circle Road widening.

Page 5 of 7

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

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

Comments:

Construction of the Frontage Road, Ramp B and Eastbound New Circle Road Widening. Construction of the Northbound Georgetown Road Bridge and Northbound Georgetown Road widening. Partial Construction of Ramps B and C for Georgetown Road interchange.

Page 6 of 7

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

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

Comments:

Construction of Southbound Georgetown Road bridge and Southbound Georgetown Road. Construction of Ramps A, D, and D-1 at Georgetown Road interchange. Up to two week ramp closure allowed for Ramp A.

KENTUCKY TRANSPORTATION CABINET

Page 7 of 7

DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

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

Comments:

Georgetown Road sidewalk construction. Construction of Westbound New Circle Road widening and remainder of Ramp C.

Contract ID: 181201 Page 94 of 281

Page 8 of 7

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAFFIC MANAGEMENT PLAN

APPROVAL:

Project Manager

Project Delivery and Preservation Manager

Engineering Support Manager

FHWA Representative

Date

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

Date

Date

Item No. 7-366.00 Fayette County Widening with Newtown Bike and Coorgetown Boad J

New Circle Road Widening with Newtown Pike and Georgetown Road Interchanges

Project Goals and Objectives

- Reconstruct the Newtown Pike and Georgetown Road interchanges
- Widen New Circle Road from four to six basic lanes between Boardwalk and through the Georgetown Road interchange
- Maintain two lanes of traffic on New Circle Road at all times with exceptions for one lane only on weekends or overnight
- Maintain at least one lane of traffic on both Georgetown Road and Newtown Pike in each direction at all times with separation provided for a left turn lane to ramps
- Reconstruct the Lexmark Bridge while maintaining at least one lane open to traffic with temporary signals on each side
- Maintain the Legacy Trail bike route across the Lexmark Bridge
- Stop traffic on New Circle Road only for the setting of beams in non-peak hours
- Replace and improve pedestrian facilities on both the Newtown Pike and Georgetown Road bridges and approach roads
- Maintain existing drainage patterns
- Limiting traffic stoppages to off-peak hours and non-holiday travel periods
- Using all means possible (portable, changeable message signs, public media campaigns, direct contact of stakeholders involved) to inform all those using KY 4, US 25, and KY 922 of the construction and its impacts before and during construction
- Protecting the existing pavement during construction
- Minimizing equipment tracking and material drop-off as construction traffic crosses New Circle Road
- Minimize impacts to traffic travelling in and out of downtown for sporting/special events

Public Information Plan

- Stakeholders
 - Utility Companies
 - Kentucky Utilities: Chris Cobler 859-367-4308 e-mail: <u>Christopher.Cobler@lge-ku.com</u>
 - Kentucky American Water: Joe Lovell 859-269-2395 e-mail: Joe.Lovell@kawc.com
 - Lexington Fayette Urban County Government: Steve Farmer 859-425-2404 e-mail: <u>sfarmer@kexingtonky.gov</u>
 - Windstream Communications: Steve Johnson 859-357-6209 e-mail: <u>Steve.Johnson@windstream.com</u>
 - Columbia Gas: Bryan Slone 859-288-0215 e-mail: <u>bkslone@nisource.com</u>
 - AT&T: Frank Ambrose 502-867-8240 e-mail: fa2207@att.com
 - Time Warner Cable: John Oram 859-519-3434

e-mail: John.Oram@charter.com

- Government Agencies
 - Lexington Fayette Urban County Council
 - LexTran
 - Jill Barnett 859-255-7756 e-mail: jbarnett@lextran.com
 - Lexington Police and EMS Services
 - LFUCG Division of Traffic Jeff Neal 859-258-3830 e-mail: <u>incal@lexingtonky.gov</u>
 - LFUCG Division of Engineering Doug Burton 859-258-3410 e-mail: <u>wdburton@lexingtonky.gov</u>
 - LFUCG Division of Waste Management
 - Fayette County Schools Transportation Marcus Dobbs 859-381-3855
 e-mail: Marcus.Dobbs@fayette.kyschools.us
 - American Red Cross
 Terry Burkhart 859-253-1331 e-mail: <u>Tburkhart@redcross.com</u>
 - United States Postal Service Nandino Branch
- Local Businesses
 - Lexmark
 - Trane
 - Downtown Lexington Corporation (Rupp Arena/Heritage Hall)
 - University of Kentucky
- Local Media Outlets
 - Lexington Herald Leader
 - Television Station WLEX
 - Television Station WKYT
 - Television Station WTVG
 - Television Station WDKY
 - Multiple Radio Stations
- Prior to Construction
 - The contractor will prepare and submit a detailed traffic management plan to the engineer for review and approval. This plan will include, but not be limited to: a public information plan to be implemented before and during construction, maintenance of traffic procedures and signage, flagging and traffic control personnel and equipment, passage or restriction of wide loads, and safety of KY 4, US 25, and KY 922 traffic and construction personnel.
 - Contact will be made to all stakeholders to inform them of the time the construction will begin, the expected times and dates of roadway and lane closures, and any other anticipated impacts to travel and access. This contact is to be made sufficiently ahead of time to allow each stakeholder time to plan and adjust to the changes.
 - A public information campaign, utilizing local media outlets, portable

changeable message boards, Facebook posts, and other methods will be made to inform the traveling public at large of the impeding construction. The information should include: anticipated lane and ramp closures, roadway closures, and the dates and times they are expected.

- Anticipated times of lane restrictions and total closures should be adjusted, if necessary, to accommodate special needs of the stakeholders or public at large.
- During Construction
 - The public information campaign will continue, using the same methods as prior to construction. Updates to travel impacts will be made, including those times which no closures are anticipated (such as during periods of construction inactivity and holidays).
 - A contact name and number will be provided to all identified stakeholders to allow for individual updates and information during regular business hours. A 24-hour, 7-days a week name and number will also be made available for contact in emergency situations.
 - The Engineer and contractor will regularly review both the public information campaign and maintenance of traffic plan to ensure the needs and safety of the public are being met. This would include both method and timing of traffic management procedures.
 - In addition to the normal placement of signs, variable message boards should be placed well in advance of the project on KY 4, KY 922, and US 25 to forewarn longer distance travelers who may not have had advance warning through local media.
 - Location and message on signs in and near the project should take into account local traffic entering the roadway from side roads that may not have had advance warning. Where practicable, advance warning signs should be placed on those side roads.
 - Although stoppages will be limited to non-peak hours, the twenty minute allowable closure times could create longer queue lengths. Any advisory signs or message boards should be placed well in advance of the end of those queues, to allow drivers time to adjust speed and lanes.

Temporary Traffic Control Plan

- Permitted New Circle Road closure times
 - Traffic may be halted for a maximum of 20 minutes per hour. Traffic stoppages will not be allowed between the hours of 6:00am-7:00pm.
 - Additional closure restrictions may also be applied during holidays, or other periods of anticipated heavy traffic.

Special Note for Bridge Demolition, Renovation and Asbestos Abatement

If the project includes any bridge demolition or renovation, the successful bidder is required to notify Kentucky Division for Air Quality (KDAQ) via filing of form (DEP 7036) a minimum of 10 days prior to commencement of any bridge demolition or renovation work.

Any available information regarding possible asbestos containing materials (ACM) on or within bridges to be affected by the project has been included in the bid documents. These are to be included with the Contractor's notification filed with the KDAQ. If not included in the bid documents, the Department will provide that information to the successful bidder for inclusion in the KDAQ notice as soon as possible. If there are no documents stating otherwise, the bidders should assume there are no asbestos containing materials that will in any way affect the work.



Matthew G. Bevin Governor COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET Frankfort, Kentucky 40622 www.transportation.ky.gov/

Greg Thomas Secretary

Asbestos Inspection Report

To: Robert Hoagland

District: 7

Date: November 29, 2017

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Fayette 07-0366

Structure ID: 034B00036N

Structure Location: Georgetown Road over New Circle Road

Sample Description: The samples collected were negative for asbestos.

Inspection Date: November 13, 2017

Results and Recommendations

The results of the samples collected were negative for the presence of asbestos above 1%. No abatement is required at this time.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036 Form</u>) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.



An Equal Opportunity Employer M/F/D

LADE	TATA
Mich	IN Co

MRS, Inc. Analytical Laboratory Division

332 West Broadway / Suite # 902 Louisville, Kentucky - 40202 - 2133

(502) 495-1212 Fax: (502) 491-7111

BULK SAMPLE ASBESTOS ANALYSIS

Analysis N#	# 11203		Address:	Fayette Co - 7-366 - 034B00036N
Client Name:	КҮТС	_		
Sampled By:	O'Dail Lawson		•	

		% FIBROUS ASBESTOS			% NON-ASBESTOS FIBERS						
Sample ID	Color	Layered	Fibrous	Chrysotile	Amosite	crocidolite	Others	Cellulose	Fiberglass	Syn. Fiber	Other/Mat
# 36-1	Gray	Yes	No				None	2%			98%
# 36-2	Black	Yes	No	< 1 %				2%			98%
# 36-3	Brown	Yes	No				None	1%			99%
									_		
					3						
						· · · · · · · · · · · · · · · · · · ·					
			ĺ								
	-										
		<u> </u>				[<u> </u>	·

Methodology : EPA Method 600/R-93-116

Date Analyze	≘d :	20-Nov-17			
Analyst	:	Winterford Mensah			

Reviewed By:

Ninternor Menal.

The test relates only to the items tested. This report does not represent endorsement by NVLAP or any agency of the U.S Government. Partial Reproduction of any part of this report is strictly prohibited. Samples shall be retained for (30) days.

AIHA # 102459

AJHA #1 02459

FAYETTE COUNTY NHPP 2681 (033)	<u>г</u> т	Co	ntract ID: 181201 Page 101 of 281
TVITI F 2001 (033)	5	Preservative	
	Los	Type I	-
10 L	New Circle Roan.	No. of Cont. Tan Seelan	
ų.	Nei	Grab/ Comp. Grey Shelf	
in of Custody Record Kentucky Transportation Cabinet Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655	over		
Chain of Custody Record Kentucky Transportation Cabir 200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655	ar U.S. a.S.	duested	
Stod ransp ^{Floor We:} (502) 564	ET (Analysis Requested	85
in of Custody Kentucky Transporta 200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655	KY TRANS CABINET ig or Damaged		күтс сос
in of Kentu 200 Mero Frankfort, (502) 564	KY TRANS C ng or Damaged	BODO 36.U	l ₹
Cha	On@ky.gov Client Information Results Code: ND = None Detected FTD = Filter Tamperin 502-564-5655 N/A = Not Applicable	Collected Collected In 10.15 10.15 Date/Time: Date/Time:	Date/1 ime:
	Client Information Results Code: ND = None Detected FTD = Filter Tamper N/A = Not Applicabl	7-3(66 Date 1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/	
۲ RIATIO	<u>ky.qov</u> 564-5655		
KENTUCKY IRANSPORTATION CABINET	il.lawson@ Fax: 502-	Fayerre Pours sealawr	
A R K	son <u>o'dail</u> treet KY 50 I		
	O'Dail Lawson <u>o'dail.lawson@ky.gov</u> KYTC 200 Mero Street Frankfort KY 502-564-7250 Fax: 502-564-56		ab By:
	Address: 1 Phone: PO#:	Project or Subject Reference Sample ID Sample Descrip 36-1 Guave Da 36-3 Mayar Au Bana Au Relinquished By: Received By: Retinquished By:	Keccived al Lab By:
4			<u> </u>





Matthew G. Bevin Governor COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET Frankfort, Kentucky 40622 www.transportation.ky.gov/

Greg Thomas Secretary

Asbestos Inspection Report

To: Robert Hoagland

District: 7

Date: November 29, 2017

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Fayette 07-0366

Structure ID: 034B00040N

Structure Location: West New Circle Road over Cane Run Creek

Sample Description: There were no suspect materials present on this structure.

Inspection Date: November 13, 2017

Results and Recommendations

The results of the samples collected were negative for the presence of asbestos above 1%. No abatement is required at this time.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036 Form</u>) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.







Matthew G. Bevin Governor COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET Frankfort, Kentucky 40622 www.transportation.ky.gov/

Greg Thomas Secretary

Asbestos Inspection Report

To: Robert Hoagland

District: 7

Date: November 29, 2017

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Fayette 07-0366

Structure ID: 034B00040N

Structure Location: West New Circle Road over Cane Run Creek

Sample Description: There were no suspect materials present on this structure.

Inspection Date: November 13, 2017

Results and Recommendations

The results of the samples collected were negative for the presence of asbestos above 1%. No abatement is required at this time.

It is recommended that this report accompany the 10-Day Notice of Intent for Demolition (<u>DEP7036 Form</u>) which is to be submitted to the Kentucky Division of Air Quality prior to abatement, demolition, or renovation of any building or structure in the Commonwealth.







KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES

TC 62-226 Rev. 01/2016 Page 1 of 1

RIGHT OF WAY CERTIFICATION

Origina		Re-Cer	tification	1	RIGHT C	F WAY CERTIFICA	TION			
ITEM #			COUNTY		PROJECT # (STATE) PROJECT # (FEDERAL)					
7-366.00			Fayette		8)34 7664201R	NHPP 2681 (028)			
PROJECT DESCRIPTION										
New Circle Road										
No Additional Right of Way Required										
Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations										
under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or										
relocation assistance were required for this project.										
Condition # 1 (Additional Right of Way Required and Cleared)										
All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical										
possession. Tria	l or appe	al of cas	es may be	pending in court but leg	gal possession ha	been obtained. Th	ere may be some improvements			
remaining on th	e right-o	of-way, bi	ut all occu	pants have vacated the	lands and improv	ements, and KYTC h	as physical possession and the			
rights to remove	e, salvage	e, or dem	nolish all i	mprovements and enter	on all land. Just (Compensation has b	een paid or deposited with the			
court. All reloca	tions hav	ve been r	elocated	to decent, safe, and sani	tary housing or th	hat KYTC has made a	available to displaced persons			
adequate replacement housing in accordance with the provisions of the current FHWA directive.										
Conditio	n#2(A	dditiona	il Right o	f Way Required with	Exception)		114 A.A.			
The right of way	has not	been ful	ly acquire	d, the right to occupy ar	d to use all rights	-of-way required fo	r the proper execution of the			
project has been	1 acquire	d. Some	parcels m	ay be pending in court a	ind on other parc	els full legal possess	ion has not been obtained, but			
to remove, colu	s been o	otaineo, omolich c	the occup	pants of all lands and imp	provements have	vacated, and KYTC	has physical possession and right			
Compensation f	or all ner	nding nar	rels will F	e paid or deposited with	the court prior t	or deposited with	the court for most parcels. Just			
Conditio	n # 3 (A	ddition:	al Right o	f Way Required with	Exception)	O AWARD OF CONSCI				
						anlate and /or come	parcels still have occupants. All			
remaining occur	ants hav	/e had re	placemen	t housing made available	e to them in acco	rdance with A9 CEP	24.204 KVTC is boroby			
remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not										
be fully acquired	l, and/or	some oc	cupants v	vill not be relocated, and	for the just com	pensation will not b	e paid or deposited with the			
court for some p	parcels ur	ntil after	bid lettin	g. KYTC will fully meet al	I the requirement	s outlined in 23 CFF	R 635.309(c)(3) and 49 CFR			
24.102(j) and wi	ll expedit	te compl	etion of a	ll acquisitions, relocation	ns, and full payme	ents after bid letting	and prior to			
			_	ce account construction.						
Total Number of Par	_			EXCEPTION (S) Parcel #	ANTICI	ATED DATE OF POSSES	SION WITH EXPLANATION			
Number of Parcels 1	nat Have E	Seen Acqui								
igned Deed			35							
Signed ROE					- Maria					
Notes/ Comment	; (Use Add	ditional SI	neet if nec	essary)		5				
Project originally	pegan wit	th 42 parc	els. Parcel	62, Thoroughbred Energy,	LLC was eliminate	d by District 7 Design	staff; thus bringing the total			
number of acquired parcels to 41. Lamar Billboard has 4 billboards (located on P 41, P 44, P 54, and P 63) that they are in the process of relocating.										
Two of these billboads will impact utility relocation. District 7 has instructed Lamar to have these relocations complete by April 2 nd , 2018.										
		N Projec	t Manag	or	Diebt of Mar Cupper Joy					
LPA RW Project Manager Printed Name					Right of Way Supervisor Printed Name Coall Smith					
Signature		_			2.22		Cecil Smith			
Date					Signature	6	5-2			
					Date 1/24/2018					
Right of Way Director Printed Name					No Signature Required					
EAN			M. Loy		Printed Name	as pe	r FHWA-KYTC			
Signature	Dear	n La	y by-	REVALL	Signature	Current Stev	wardship Agreement			
		1/24	18 1		All Control of Control					

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

PROJECT NOTES ON UTILITIES

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

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. 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.

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

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

Columbia Gas of Kentucky – Gas Distribution

The company has yet to provide final relocation plans for their facilities; consequently, we are unable to identify all current, or proposed, locations of the company's facilities; however, the following locations are approximated within the roadway plans:

Beginning at Station 100+00, the company has a gas main located on the north side of New Circle Road. The gas main follows along New Circle Road, heading east, and enters the disturbance limits near Station 106+50. From there, the gas main continues to Station 124+00 then makes a quick turn south then east and crosses under the New Circle Road/Georgetown Road Ramp D. The gas main then continues travelling east on the north side of New Circle Road. Starting near Station 137+00, a second gas main begins running parallel to the aforementioned gas main. Farther down, near Station 138+50, a gas main approaches the south side of New Circle Road and turns east. There are now two gas mains on the north side of New Circle Road and one gas main on the south side. Near Station 141+00, the gas main located along the south side of New Circle Road turns north, crosses under New Circle Road, and meets near the other two gas mains. From this intersection, only two gas mains depart. One gas main goes north under New Circle Road/Georgetown Road Ramp C and continues along the and the other continues east along New Circle Road and crosses under New Circle Road/Georgetown Road Ramp C. The latter gas main continues east and splits near station 146+00. One gas main turns south and crosses under New Circle Road then turns east to follow along the south side of New Circle Road. The other gas main remains on the north side of New Circle Road, continues east, and crossed under New Circle Road/Newtown Pike Ramp B before turning north near Station 162+00 and turned east while crossing New Circle Road/Newtown Pike Loop B. The gas main then crosses under Newtown Pike and New Circle Road/Newtown Pike Ramp C near Station 172+00 and splits near Station 174+00. One gas main heads north and the other gas main continues east along New Circle Road. The gas main along the south side of New Circle Road keeps going east and crosses under both New Circle Road/Newtown Pike Ramp A, Loop D, and Ramp D near Stations 159+00, 168+00, and 174+00 then ends. The gas main on the north side of New Circle Road continues along east and crosses under Colesbury Circle near Station 203+00. Another gas main joins on the north side of New Circle Road at Colebury Circle as well. One of the gas main continues east until the end of construction near Station 211+00. The other gas main turn south and crosses under New Circle Road near

Fayette County ONHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

Station 204+50. This gas main then turns east and follows the south side of New Circle Road before turning south near Station 209+00.

Additionally, there are gas mains along and under Georgetown Road and Newtown Pike that may also cross loops and ramps near the New Circle Road intersections.

Kentucky American Water – Drinking Water Distribution

Beginning at Station 100+00, the company has a water line that follows along the south side of New Circle Road. The water line remains outside the disturbance limits until it splits and crosses under New Circle Road near Station 108+50. The water line crossing New Circle Road heads north, while the other water line continues east along the south side of New Circle Road and around New Circle Road/Georgetown Road Ramp A. The water line then crosses under Georgetown Road. In addition to this water line, two other water lines approach Finney Drive from Georgetown Road. Two of these waterlines intersect near Finney Drive, and from there, two water lines cross under Frontage Road and follow along the south side of Frontage Road. One water line then cross under New Circle Road/Georgetown Road Ramp B, New Circle Road, and New Circle Road/Georgetown Road Ramp C near Station 142+00 and heads northwest along New Circle Road/Georgetown Road Ramp C, before crossing under Georgetown Road and heading north. The other water line continues along and under Frontage Road. This water line continues on the south side of New Circle Road and then splits near Station 154+50. One line heads south and the other heads north under New Circle Road. After crossing, this water line heads east along the north side of New Circle Road, before travelling along the north side of New Circle Road/Newtown Pike Ramp B. This water line then crosses under Newtown Pike and exits the disturbance limits. Later, a different water line crosses New Circle Road near Station 183+00 and two water lines enter the disturbance limits near Station 193+00. The two water lines follow along the north side of New Circle Road. One of the water lines heads south and crosses under New Circle Road near Station 202+50.

Additionally, there are water lines along and under Georgetown Road and Newtown Pike that may also cross loops and ramps near the New Circle Road intersections.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

Lexington Fayette Urban County Government – Sewer Collection

The company has facilities along Georgetown Road from Stations 104+00 to 108+00 and 115+00 to 118+00, with Georgetown Road crossings near Stations 104+50, 107+50, and 117+50. The company has facilities on both the north side of New Circle Road/Georgetown Road Ramp C and the south side of New Circle Road/Georgetown Road Ramp B. From there, the company has facilities along the north side of New Circle Road between Stations 144+00 and 152+00. The company has facilities crossing New Circle Road near Station 158+50. Lastly, the company has numerous facilities along the north and south side of New Circle Road from Stations 196+00 to 211+00, with a crossing under Boardwalk.

Kentucky Utilities Company - Electric Distribution

The company has electric distribution facilities along both the north and south sides of New Circle Road throughout the project and along Georgetown Road, Newtown Pike, and Boardwalk as well. There are many roadway crossings throughout the project, especially near the intersections of Georgetown Road, Newtown Pike, and Boardwalk. Additionally, there are numerous service lines and a substation near Station 139+00.

Kentucky Utilities Company - Electric Transmission

The company has two electric transmission lines along New Circle Road. One is a 138 kV line and the other is a 69 kV line. The 138kV line begins on the north side of New Circle Road and crosses diagonally near Station 102+00. The 138 kV line then runs along the south side of New Circle Road from Stations 103+00 to 122+50, before crossing New Circle Road diagonally near Station 124+00. The 138kV line then follows along the north side of New Circle Road through the end of the project near Station 211+00. The 69 kV line is attached to the 138 kV line from Stations 100+00 to 122+50. While the 138 kV line crosses New Circle Road near Station 124+00, the 69 kV line separates and continues along the south side of New Circle Road through Station 158+00, before turning southeast. The 69kV line then crosses Newtown Pike and leaves the project area.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

AT&T KY – Phone, Communication

Beginning at Station 172+50, the company has aerial fiber cable attached to Kentucky Utilities' facilities that cross New Circle Road/Newtown Pike Ramp D and New Circle Road diagonally. The company then has aerial fiber cables which travel along the north side of New Circle Road from Stations 175+00 to 205+00 which then turn south and cross New Circle Road near Station 205+00. The company also has buried fiber cables along the north side of New Circle Road from Stations 182+75 to 186+75 and along the south side of New Circle Road from Stations 203+00 to 205+00.

Beginning at Station 100+00 and ending at near Station 123+00, the company has aerial fiber cable attached to Kentucky Utilities' facilities along the west side of Georgetown Road. Additionally, the company has buried fiber cable along the west side of Georgetown Road from Stations 100+00 to 103+00.

Windstream - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road, Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

KDL Windstream - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road, Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

Spectrum – CATV, Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road,

Fayette County ONHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Columbia Gas of Kentucky – Gas Distribution

Though the company has worked closely with KYTC District 7 and provided preliminary relocation plans, the company has yet to provide a final proposed relocation plan for their facilities; consequently, we are unable to identify all current, or proposed, locations of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road. Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

The company is estimated to submit relocations plans and execute an agreement with KYTC by April 15, 2018. The company is then estimated to begin relocation work on July 1, 2018 with an estimated completion date of January 1, 2020. The company plans to relocate the utilities in three phases. Phase 1 will focus on relocating the infrastructure around the Newtown Pike / New Circle interchange. It is estimated that Phase 1 will be complete by November 30, 2018. Phase 2 will focus on relocating the infrastructure from the Newtown Pike / New Circle interchange to Boardwalk. It is estimated that Phase 2 will be complete by April 1, 2019.

Kentucky American Water – Drinking Water Distribution

The company will relocate the water line crossing New Circle Road near Station 142+00 to approximate Station 142+75. The company will also relocate water line on the north side of Ramp C and south side of Ramp B.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

The company will relocate the water line on the south side of New Circle Road from Stations 143+00 to 155+00.

The company will relocate the water line on the north side of New Circle Road from Stations 196+00 to 203+00. This includes the relocation of a meter vault near Station 196+00. The company also has a small water line relocation segment on the south side of New Circle Road near Station 203+00.

The company has some small water line relocation segments along Georgetown Road near Stations 104+00, 106+00, 120+00, and 122+00. The company will also relocate water line on the east side of Georgetown Road from Stations 115+00 to 119+00. This include a crossing under Georgetown Road near Station 117+50.

The company is estimated to begin relocation work on April 1, 2018 with an estimated completion date of October 1, 2018.

Kentucky Utilities Company - Electric Distribution

The company will install fours new poles from Stations 134+00 to 139+00 along the south side of New Circle Road. This will relocate the electric lines crossing New Circle Road near Station 134+50 to approximate Station 134+25. It will also adjust the electric line clearance over Georgetown Road.

The company will install three poles from Stations 139+00 to 145+00 along the south side of New Circle Road. This will allow the electric line to cross over Ramp B rather than pass through Ramp B.

The company will install three poles from Stations 145+00 to 151+00, two along the south side of New Circle Road and one along the north side. This will shift the electric lines on the south side of New Circle Road approximately fifty feet further south and the New Circle Road crossing near Station 149+00 to approximate Station 149+25.

The company will install three poles from Stations 151+00 to 158+00, along the south side of New Circle Road. This will shift the electric lines on the south side of New Circle Road further south.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

The company will install one pole on the north side of New Circle Road near Station 174+25. This will adjust a pole outside of the disturbance limits. The company will also install one pole on each side of New Circle Road near Stations 194+50 and 196+00.

The company will install two poles along the west side of Georgetown Road from Stations 107+00 to 110+00. This will shift the electric lines further west. The company will also install three poles along Georgetown Road from Stations 113+00 to 118+00.

The company is estimated to begin relocation work on January 1, 2019 with an estimated completion date of March 1, 2019.

Kentucky Utilities Company - Electric Transmission

The company is relocating portions of both their 138kV line and 69 kV line.

The 138 kV line's relocation begins near Station 143+00 and ends near Station 202+00. This segment of the 138 kV line follows along the north side of New Circle Road. To complete the relocation, the company is relocating poles near Stations 146+50, 150+00, 153+25, 158+25, 163+25, 167+75, 172+25, 175+75, 180+00, 184+50, 189+00, 192+75, 196+50, 199+75, and 202+25. An additional pole will be relocated along the Lexmark Overpass, north of New Circle Road.

The 138 kV line's relocation begins near Station 122+50 and ends near Station 158+50. This segment of the 138 kV line follows along the north side of New Circle Road. To complete the relocation, the company is relocating poles near Stations 134+25, 136+75, 139+00, 141+25, 144+75, 147+00, 149+25, 152+75, 155+50, 156+75, and 158+25. Two additional poles will be relocated along New Circle Road/Georgetown Road Ramp A near Stations 18+00 and 21+75.

The company is estimated to begin relocation work on October 1, 2018 with an estimated completion date of January 1, 2019.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

AT&T KY – Phone, Communication

The company is relocating their aerial cables along the north side of New Circle Road from Stations 174+00 to 205+00. This includes installing poles near Stations 176+00, 178+00, 180+00, 182+50, 187+00, 189+00, 192+75, and 193+50.

The company is relocating buried fiber cable along the south side of New Circle Road from Stations 192+50 to 194+50.

The company is relocating their aerial fiber cable along the west side of Georgetown Road from Stations 100+00 to 103+00 and 107+00 to 116+00.

The company is estimated to begin relocation work on May 1, 2019 with an estimated completion date of September 1, 2019.

Windstream - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road, Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

The company is estimated to begin relocation work, upon AT&T's relocation completion, on September 1, 2019 with an estimated completion date of January 1, 2020.

KDL Windstream - Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road, Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

The company is estimated to begin relocation work, upon AT&T's relocation completion, on September 1, 2019 with an estimated completion date of January 1, 2020.

Spectrum – CATV, Communication

The company has yet to provide a proposed relocation plan for their facilities; consequently, we are unable to identify the current, or proposed, location of the company's facilities. It is anticipated that the company may have facilities located along New Circle Road, Georgetown Road, Newtown Pike, and Boardwalk. It is also possible that the company will have facilities located at other locations throughout the project.

The company is estimated to begin relocation work, upon KU Distribution's relocation completion, on March 1, 2019 with an estimated completion date of May 1, 2019.

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

Lexington Fayette Urban County Government – Sewer Collection

The company is relocating a sanitary sewer line which crosses New Circle Road diagonally near Station 104+50.

The company is relocating a segment of the sanitary sewer line which crosses New Circle Road diagonally near Station 107+25. The relocated segment is on the south side of New Circle Road near New Circle Road/Georgetown Road Ramp D.

The company is relocating a sanitary sewer line along the north side of New Circle Road from Stations 141+00 (New Circle Road/Georgetown Road Ramp C Station 33+50) to 155+00. This includes sanitary sewer manhole installations near Stations 141+00, 143+50, 147+00, 150+00, 152+25, and 155+00.

The company is relocating sanitary sewer lines which cross Georgetown Road near Station 116+75 and Frontage Road near Station 117+25.

Fayette County 0NHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

The company is relocating a sanitary sewer line which follows along the north side of Frontage Road and crosses under Frontage Road near the intersection of Frontage Road and Finney Drive. This is located just south of New Circle Road/Georgetown Road Ramp B.

The company is relocating a sanitary sewer line which crosses New Circle Road near Station 197+00. The company is also replacing sanitary sewer lines located along the north and south side of New Circle Road from Stations 196+50 to 199+50. The sanitary sewer line relocation continues along the south side of New Circle Road from Stations 199+50 to 212+50 and includes a crossing under Boardwalk. Sanitary sewer manholes will be placed along the north side of New Circle Road near Stations 196+50, 197+00, and 199+50. Sanitary sewer manholes will be placed along the south side of New Circle Road near Stations 197+00, 203+50, 204+25, 206+00, 208+00, 210+25, and 212+50.

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

⊠No Rail Involvement □Rail Involved □Rail Adjacent

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

Fayette County ONHPP2681031 FD52 034 7664201U Mile point: 8.731 TO 10.015 WIDEN NEW CIRCLE ROAD IN LEXINGTON FROM GEORGETOWN ROAD TO BOARDWALK AVENUE INCLUDING INTERCHANGE RECONSTRUCTION AT NEWTOWN PIKE.(2002BOPC)(2004BOPP)(10CCR)(12CCR)(14CCR) ITEM NUMBER: 07-366.00

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
AT&T KY – Phone, Communication	894 East Main Street Ext Georgetown, KY 40324		502-867-8240	fa2207@att.com
Columbia Gas of Kentucky - Natural Gas	PO Box 14241 Lexington, KY 40512	Bryan Slone	859-288-0253	bkslone@nisource.com
Kentucky Utilities Company - Electric Distribution	500 Stone Road Lexington, KY 40503	Chris Cobbler	502-627-3708	chris.cobbler@LGE-KU.com
Kentucky Utilities Company - Electric Transmission	820 West Broadway Louisville, KY 40232	Greg Geiser	502-627-3708	greg.geiser@LGE-KU.com
Kentucky-American Water Company – Drinking Water	2300 Richmond Road Lexington, KY 40502	Cole Mitcham	859-335-3415	cole.mitcham@amwater.com
Lexington Fayette Urban County Government - Sewer	301 Lisle Industrial Avenue Lexington, KY 40511	Rod Chervus	859-425-2408	rchervus@lexingtonky.gov
Spectrum – CATV, Communication	2544 Palumbo Dive Lexington, KY 40509	Ralph McDonie	859-514-2417	ralph.mcdonie@twcable.com
Windstream KDL - Communication	130 West New Circle Road Lexington, KY 40505	Larry Brashear	859-357-6255	larry.l.brashear@windstream.com
Windstream - Communication	130 West New Circle Road Lexington, KY 40505	Steve Johnson	859-357-6209	steve.johnson@windstream.com

GENERAL UTILITY NOTES AND INSTRUCTIONS APPLICABLE TO ALL UTILITY WORK MADE A PART OF THE ROAD CONSTRUCTION CONTRACT

The contractor should be aware the following utility notes and KYTC Utility Bid Item Descriptions shall supersede, replace and take precedence over any and all conflicting information that may be contained in utility owner supplied specifications contained in the contract, on plans supplied by the utility owner, or any utility owner specifications or information externally referenced in this contract.

Where information may have been omitted from these notes, bid item descriptions, utility owner supplied specifications or plans; the KYTC Standard Specifications for Road and Bridge Construction shall be referenced.

PROTECTION OF EXISTING UTILITIES

The existing utilities shown on the plans are shown as best known at the time the plans were developed and are to be used as a guide only by the Contractor. The Contractor shall use all means at his disposal to accurately locate all existing utilities, whether shown on the plans or not, prior to excavation. The contractor shall protect these utilities during construction. Any damage to existing utilities during construction that are shown or not shown on the plans shall be repaired at the Contractor's expense.

PREQUALIFIED UTILITY CONTRACTORS

Some utility owners may require contractors that perform relocation work on their respective facilities as a part of the road contract be prequalified or preapproved by the utility owner. Those utility owners with a prequalification or preapproval requirement are as follows:

No contractors are required to be prequalified or preapproved by the utility owner(s) to perform utility relocation work under this contract.

The bidding contractor needs to review the above list and choose from the list of approved subcontractors at the end of these general notes as identified above before bidding. When the list of approved subcontractors is provided, only subcontractors shown on the following list(s) will be allowed to work on that utility as a part of this contract.

When the list of approved subcontractors for the utility work is <u>not</u> provided in these general notes, the utility work can be completed by the prime contractor. If the prime contractor chooses to subcontract the work, the subcontractor shall be prequalified with the KYTC Division of Construction Procurement in the

work type of "Utilities" (I33). Those who would like to become prequalified may contact the Division of Construction Procurement at (502) 564-3500. Please note: it could take up to 30 calendar days for prequalification to be approved. The prequalification does not have to be approved prior to the bid, but must be approved before the subcontract will be approved by KYTC and the work can be performed.

CONTRACT ADMINISTRATION RELATIVE TO UTILITY WORK

All utility work is being performed as a part of a contract administered by KYTC; there is not a direct contract between the utility contractor and utility owner. The KYTC Section Engineer is ultimately responsible for the administration of the road contract and any utility work included in the contract.

SUBMITTALS AND CORRESPONDENCE

All submittals and correspondence of any kind relative to utility work included in the road contract shall be directed to the KYTC Section Engineer, a copy of which may also be supplied to the utility owner by the contractor to expedite handling of items like material approvals and shop drawings. All approvals and correspondence generated by the utility owner shall be directed to the KYTC Section Engineer. The KYTC Section Engineer will relay any approvals or correspondence to the utility contractor as appropriate. At no time shall any direct communication between the utility owner and utility contractor without the communication flowing through the KYTC Section Engineer be considered official and binding under the contract.

<u>ENGINEER</u>

Where the word "Engineer" appears in any utility owner specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the "Engineer" is the Kentucky Transportation Cabinet (KYTC) Section Engineer or designated representative and the utility owner engineer or designated representative jointly. Both engineers must mutually agree upon all decisions made with regard to the utility construction. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

INSPECTOR OR RESIDENT PROJECT REPRESENTATIVE

Where the word "Inspector" or "Resident Project Representative" appears in the utility specifications included in this proposal, utility owner specifications included as a part of this contract by reference or on the utility relocation plans, it shall be understood the "Inspector" or "Resident Project Representative" is the utility owner inspector and KYTC inspector jointly. The Transportation Cabinet, Section Engineer shall make all final decisions in all disputes.

NOTICE TO UTILITY OWNERS OF THE START OF WORK

One month before construction is to start on a utility, the utility contractor shall make notice to the KYTC Section Engineer and the utility owner of when work on a utility is anticipated to start. The utility contractor shall again make confirmation notice to the KYTC Section Engineer and the utility owner one week before utility work is to actually start.

UTILITY SHUTDOWNS

The Contractor shall not shut down any active and in-service mains, utility lines or services for any reason unless specifically given permission to do so by the utility owner. The opening and closing of valves and operating of other active utility facilities for main, utility line or utility service shut downs are to be performed by the utility owner unless specific permission is given to the contractor by the owner to make shutdowns . If and when the utility owner gives the contractor permission to shutdown mains, utility lines or utility services, the contractor shall do so following the rules, procedures and regulations of the utility owner. Any permission given by the utility owner to the contractor to shutdown active and in-service mains, utility lines or services shall be communicated to the KYTC Section Engineer by the utility owner that such permission has been given.

Notice to customers of utility shut downs is sometimes required to be performed by the utility contractor. The contractor may be required; but, is not limited to, making notice to utility customers in a certain minimum amount of time in advance of the shut down and by whatever means of communication specified by the utility owner. The means of communication to the customer may be; but is not limited to, a door hanger, notice by newspaper ad, telephone contact, or any combination of communication methods deemed necessary, customary and appropriate by the utility owner. The contractor should refer to the utility owner specifications for requirements on customer notice.

Any procedure the utility owner may require the contractor to perform by specification or plan note and any expense the contractor may incur to comply with the utility owner's shut down procedure and notice to customers shall be considered an incidental expense to the utility construction.

<u>CUSTOMER SERVICE AND LATERAL ABANDONMENTS</u> When temporary or permanent abandonment of customer water, gas, or sewer services or laterals are necessary during relocation of utilities included in the contract, the utility contractor shall perform these abandonments as part of the contract as incidental work. No separate payment will be made for service line and lateral abandonments. The contractor shall provide all labor, equipment and materials to accomplish the temporary or permanent abandonment in accordance with the plans, specifications and/or as directed by the engineer. Abandonment may include, but is not limited to, digging down on a water or gas main at the tap to turn off the tap valve or corporation stop and/or capping or plugging the tap, digging down on a service line or lateral at a location shown on the plans or agreeable to the engineer and capping or plugging, or performing any other work necessary to abandon the service or lateral to satisfactorily accomplish the final utility relocation.

STATIONS AND DISTANCES

All stations and distances, when indicated for utility placement in utility relocation plans or specifications, are approximate; therefore, some minor adjustment may have to be made during construction to fit actual field conditions. Any changes in excess of 6 inches of plan location shall be reviewed and approved jointly by the KYTC Section Engineer or designated representative and utility owner engineer or designated representative. Changes in location without prior approval shall be remedied by the contractor at his own expense if the unauthorized change creates an unacceptable conflict or condition.

RESTORATION

Temporary and permanent restoration of paved or stone areas due to utility construction shall be considered incidental to the utility work. No separate payment will be made for this work. Temporary restoration shall be as directed by the KYTC Section Engineer. Permanent restoration shall be "in-kind" as existing.

Restoration of seed and sod areas will be measured and paid under the appropriate seeding and sodding bid items established in the contract for roadway work.

BELOW ARE NOTES FOR WHEN "INST" ITEMS ARE IN THE CONTRACT MEANING THE UTILITY COMPANY IS PROVIDING CERTAIN MATERIALS FOR UTILITY RELOCATION

MATERIAL

Contrary to Utility Bid Item Descriptions, those bid items that have the text "**Inst**" at the end of the bid item will have the major components of the bid item provided by the utility owner. No direct payment will be made for the major material component(s) supplied by the utility company. All remaining materials required to construct the bid item as detailed in utility bid item descriptions, in utility specifications and utility plans that are made a part of this contract will be supplied by the contractor. The contractor's bid price should reflect the difference in cost due to the provided materials.

The following utility owners have elected to provide the following materials for work under this contract:

No materials are being supplied by the utility owner(s). All materials are to be supplied by the contractor per bid item descriptions, utility specifications and utility plans.

SECURITY OF SUPPLIED MATERIALS

If any utility materials are to be supplied by the utility owner, it will be the responsibility of the utility contractor to secure all utility owner supplied materials after delivery to the project site. The utility contractor shall coordinate directly with the utility owner and their suppliers for delivery and security of the supplied materials. Any materials supplied by the utility owner and delivered to the construction site that are subsequently stolen, damaged or vandalized and deemed unusable shall be replaced with like materials at the contractor's expense.

Standard Sanitary Sewer Bid Item Descriptions

S BYPASS PUMPING This item shall include all labor, equipment, and materials needed to complete a bypass pumping and/or hauling operation for diversion of sewage during sanitary sewer construction. Examples of such operations when bypass pumping and/or hauling may be necessary is during force main tie-ins, manhole invert reconstruction, insertion of new manholes into existing mains, or other similar construction. There may be more than one bypass pumping/hauling operation on a project. This item shall be paid for each separate bypass pumping/hauling operation occurrence as called out on the plans or directed by the engineer and actually performed. There will be no separate bid items defined for length, duration, or volume of sewage pumped or hauled in each occurrence. If a bypass pumping/hauling operation is called out on the plans; but, conditions are such that the bypass pumping/hauling operation is not needed or utilized, no payment will be made under this item. The contractor shall draw his own conclusions as to what labor, equipment, and materials may be needed for each bypass pumping/hauling occurrence. The contractor should be prepared to handle the maximum volume of the sewer being bypassed, even during a storm event. This item shall not be paid separately, but shall be considered incidental, when bypass pumping and/or hauling is needed during cast-in-placepipe (CIPP) and/or point repair operations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA).

S CIPP LATERAL SERVICE INVSTIGATION This item shall include all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confided space requirements and perform the identification, assessment and pre-measurement of all existing and abandoned laterals for the placement of Cured-In-Place-Pipe lining. This item shall be in payment for all lateral service investigation for all sewer segments to be lined as a part of this contract. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be LUMP SUM (LS).

S CIPP LATERAL REINSTATEMENT This item is to pay for installing a Cured-In-Place-Pipe liner in service laterals and service/mainline connections to stabilize structural defects and construction inadequacies. This bid item shall include all labor, equipment, materials and incidentals necessary to perform the service lateral reinstatement in accordance with the plans and specifications. Work under this item shall include bypass pumping, `1`sewer flow control, pre-installation cleaning, sealing connections to existing sewer main, pre- and post- construction CCTV inspection and final testing of the CIPP system. This item shall also include the "top hat" required by the specifications. All CIPP lateral reinstatements shall be paid under this item regardless of the size or length of reinstatement. No separate bid items of varying sizes or length of CIPP lateral reinstatement will be provided in the contract. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be EACH (EA) for each CIPP lateral reinstatement complete and ready for use.

S CIPP LINER This bid Item is to pay for rehabilitation of existing sanitary sewers using the Cured-In-Place-Pipe method. This bid item description applies to all CIPP sizes included in the contract.

All CIPP Liner items of all varying sizes shall include all labor, materials, customer notification, testing, necessary permits, ingress and egress procedures, bypass pumping, pre-construction video, sediment and root removal, dewatering, traffic control, erosion and sediment control, excavation pits, removal and replacement of manhole frames and covers as necessary to facilitate the lining work, sealing at manholes and service connections, clearing and grubbing, pipeline cleaning, re-cleaning and video inspection as many times as necessary, debris collection and disposal, root removal, pre- and post-construction video inspection, all digital inspection footage, final report preparation and approval, the cost of potable water from the Owner, required compliance tests, site restoration, site cleanup, sealing of liner at manholes, acceptance testing and all other rehabilitation work and incidentals not included under other pay items necessary to complete the rehabilitation per the plans and specifications. There will be no separate payment for acceptance testing of the lined pipe; but shall be considered incidental to this item. Pay under this item shall be by each size bid in the contract. Pay measurement shall be from center of manhole to center of manhole. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S CIPP PROTRUDING LATERAL REMOVAL This item includes all equipment, materials, labor and incidentals necessary to enter the sewer in compliance with all safety/confined space requirements, remove a sufficient amount of the protruding tap to insure a proper and safe Cured-In-Place-Pipe lining insertion and perform pre-installation CCTV. This bid item shall include bypass pumping when required. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. Payment for this item shall be EACH (EA) for each protruding lateral removed.

S CONCRETE PIPE ANCHOR This item shall be constructed on the sewer pipe at the locations shown on the plans in accordance with sanitary sewer specifications and standard drawings. Payment for concrete anchors will be made at the contract unit price each in place complete and ready for use. Each concrete anchor of sewer pipe or force main shall be paid under one bid item per contract regardless of the sizes of carrier pipe being anchored in the contract. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized in order to minimize the impact of open cut for the installation of force main or gravity sewer under streets, creeks, and etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore whether used as a carrier pipe or an encasement of a separate carrier pipe. This item shall also include pipe anchors at each end of the bore when specified to prevent the creep or contraction of the bore pipe. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall not be size specific and no separate bid items will be established for size variations. The bore pipe sizes to be included under this item shall be paid under one directional bore bid item included in the contract regardless of size. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be paid LINEAR FEET (LF).

S ENCASEMENT CONCRETE Includes all labor, equipment, excavation, concrete, reinforcing

steel, backfill, restoration, and etc., to construct the concrete encasement of the sewer or force main as shown on the plans, and in accordance with the specifications and standard drawings. Payment under this item shall be in addition to the carrier pipe as paid under separate bid items. Carrier pipe is not included in this bid item. Any and all concrete encasement shall be paid under one bid item included in the contract regardless of the size of the carrier pipe or the volume of concrete or steel reinforcement as specified in the plans and specifications. No separate bid items will be established for size variations. Measurement of pay quantity shall be from end of concrete to end of concrete. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

S ENCASEMENT STEEL BORED This item shall include the steel encasement pipe size as specified on the plans and in the specifications, casing spacers, end seals, labor, and equipment to bore and install the encasement in accordance with the plans and specifications, complete and ready for use. The size shall be the measured internal diameter of the encasement pipe. The sizes of encasement to be paid under the size ranges specified in the bid items shall be as follows:

Range 1 = All encasement sizes greater than 2 inches to and including 6 inches Range 2 = All encasement sizes greater than 6 inches to and including 10 inches Range 3 = All encasement sizes greater than 10 inches to and including 14 inches Range 4 = All encasement sizes greater than 14 inches to and including 18 inches Range 5 = All encasement sizes greater than 18 inches to and including 24 inches Range 6 = All encasement sizes greater than 24 inches

(Encasement sizes of 2 inches internal diameter or less shall not be paid separately; but, shall be considered incidental to the carrier pipe.) Payment under this bid item shall not include the carrier pipe. Carrier pipe shall be paid under a separate bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S ENCASEMENT STEEL OPEN CUT This item shall include the steel encasement pipe size as specified on the plans and in the specifications, casing spacers, end seals, labor, and equipment to open cut install the encasement in accordance with the plans and specifications, complete and ready for use. The size shall be the measured internal diameter of the encasement pipe. The size encasement to be paid under the size ranges specified in the bid items shall be as follows:

Range 1 = All encasement sizes greater than 2 inches to and including 6 inches Range 2 = All encasement sizes greater than 6 inches to and including 10 inches Range 3 = All encasement sizes greater than 10 inches to and including 14 inches Range 4 = All encasement sizes greater than 14 inches to and including 18 inches Range 5 = All encasement sizes greater than 18 inches to and including 24 inches Range 6 = All encasement sizes greater than 24 inches

(Encasement sizes of 2 inches internal diameter or less shall not be paid separately; but, shall be considered incidental to the carrier pipe.) Payment under this bid item shall not include the carrier pipe. Carrier pipe shall be paid under a separate bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S FORCE MAIN This description shall apply to all PVC and ductile iron and polyethylene/plastic pipe bid items of every size and type, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, bends, tees, reducers, plugs, and caps), tracing wire with test boxes (if required by specification), polyethylene wrap (when specified), labor, equipment, excavation, bedding, restoration, testing, backfill, and etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. No additional payment will be made for rock excavation. This bid item includes material and placement of flowable fill under existing and proposed pavement, and wherever else specified on the plans or in the specifications. This item shall also include pipe anchors on polyethylene pipe runs as shown on the plans or required by the specifications to prevent the creep or contraction of the pipe. Measurement of quantities under this item shall be through fittings, encasements, and directional bores (only when a separate carrier pipe is specified within the directional bore pipe). No separate payment will be made under pipe items when the directional bore pipe is the carrier pipe. Measurements shall be further defined to be to the center of tie-in where new pipe contacts existing pipe at the center of connecting fittings, to the outside face of vault or structure walls, or to the point of main termination at dead ends. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S FORCE MAIN AIR RLS/VAC VLV This bid item description shall apply to all force main air release/vacuum valve installations of every size except those defined as "Special". This item shall include the air release/vacuum valve, main to valve connecting line or piping, manhole/vault/structure, access casting or doors, tapping the main, labor, equipment, excavation, proper backfill and restoration required to install the air release/vacuum valve at the location shown on the plans or as directed in accordance with the specifications and standard drawings complete and ready for use. All air release/vacuum valves on a project shall be paid under one bid item regardless of size. No separate pay items will be established for size variations. Only in the case of the uniqueness of a particular air release/vacuum valve would a separate bid item be established. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S FORCE MAIN DIRECTIONAL BORE Payment under this item is made whenever the plans or specifications specifically show directional boring is to be utilized in order to minimize the impact of open cut for the installation of sewer or force main under streets, buildings, creeks, and etc. Payment under this item shall include the specified bore pipe, labor, and equipment. No separate payment shall be made for bore pipe installed in the bore whether used as a carrier pipe or an encasement of a separate carrier pipe. This item shall also include pipe anchors at each end of the bore when specified to prevent the creep or contraction of the bore pipe. Carrier pipe installed within a bore pipe shall be paid separately under pipe items. Payment under this item shall not be size specific and no separate bid items will be established for size variations. The bore pipe sizes to be included under this item shall be paid under one directional bore bid item included in the contract regardless of size. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be paid LINEAR FEET (LF).

S FORCE MAIN POINT RELOCATE This item is intended for payment for horizontal and/or vertical relocation of a short length of an existing main at the locations shown on the plans. This bid item is to be used to relocate an existing force main at point locations such as to clear a conflict at a

proposed drainage structure, pipe or any other similar short relocation situation, and where the existing pipe material is to be reused. The contractor shall provide any additional pipe or fitting material needed to complete the work as shown on the plans and specifications. The materials provided shall be of the same type and specification as those that exist. Substitution of alternative materials shall be approved by the engineer in advance on a case by case basis. New polyethylene wrap is to be provided (if wrap exists or is specified in the specifications to be used). If it is necessary that the pipe be disassembled for relay, payment under this item shall also include replacement of joint gaskets as needed. Bedding and backfill shall be provided and performed the same as with any other pipe installation as detailed in the plans and specifications. Payment under this item shall be for each location requiring an existing main to be relocated horizontally or vertically regardless of pipe size or relocation length. No separate pay items will be established for pipe size variations or relocation segment length variations. Force Main Relocate shall not be paid on a linear feet basis; but shall be shall be paid EACH (EA) at each location when complete and placed in service. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced.

S FORCE MAIN TAP SLEVE/VALVE RANGE 1 OR 2 This item shall include

the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready for use in accordance with the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

Range 1 = All live tapped main sizes up to and including 8 inches Range 2 = All live tapped main sizes greater than 8 inches

Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S FORCE MAIN TIE-IN This bid description shall be used for all force main tie-in bid items of every size except those defined as "Special". This item includes all labor, equipment, excavation, fittings, sleeves, reducers, couplings, blocking, anchoring, restoration, testing and backfill required to make the force main tie-in as shown on the plans and in accordance with the specifications complete and ready for use. This bid item shall include purge and sanitary disposal of any sewage from any abandoned segments of force main. Pipe for tie-ins shall be paid under separate bid items. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S FORCE MAIN VALVE This description shall apply to all force main valves of every size required in the plans and specifications, except those bid items defined as "Special". Payment under this description is to be for gate or butterfly force main valves being installed with new force main. This item includes the valve as specified in the plans and specifications, polyethylene wrap (if required by specification), labor, equipment, excavation, anchoring (if any), valve box and valve stem extensions, backfill, concrete pad around valve box (if required by specification), restoration, testing, and etc., required to install the specified valve at the location shown on the plans in accordance with the specifications and standard drawings complete and ready f o r use. If required on plans and/or proposed adjoining DIP is restrained, force main valves s h a 11 be restrained. Force main valve restraint shall be considered incidental to the force main valve and adjoining pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be

referenced. This item shall be paid EACH (EA) when complete.

S FORCE MAIN VALVE BOX ADJUST Includes all labor, equipment, valve box and valve stem extensions (if required), excavation, backfill, concrete pad around valve box (when specified in specifications or plans), restoration, and etc., to adjust the top of the force main valve box to finished grade complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LATERAL CLEANOUT This item shall be for payment for installation of a cleanout in a service lateral line. This item shall include furnishing and installation of a tee, vertical pipe of whatever length required, and threaded cap. The cleanout shall extend from the lateral to final grade elevation. The size of the cleanout shall be equivalent to the size of the lateral. The cleanout materials shall meet the same specification as those for the lateral. The cleanout shall be installed at the locations shown on the plans or as directed by the engineer. Only one pay item shall be established for cleanout installation. No separate pay items shall be established for size or height variances. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LATERAL LOCATE This bid item is to pay for all labor, equipment, and materials needed in locating an existing sanitary sewer service lateral for tie-in of the lateral to new mainline sewers and/or for the relocation of a lateral. This bid item shall be inclusive of any and all methods and efforts required to locate the lateral for tie-in or relocation of the lateral. Locating methods to be included under this items shall include, but are not limited to, those efforts employing the use of video cameras from within an existing sanitary sewer main or lateral, electronic locating beacons and/or tracers inserted into the sanitary sewer main or lateral, careful excavation as a separate operation from mainline sewer or lateral excavation, the use of dyes to trace the flow of a lateral, or any combination of methods required to accurately locate the lateral. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA).

S LATERAL LONG SIDE This bid item description shall apply to all service lateral installations of every size up to and including 6 inch internal diameter, except those lateral bid items defined as "Special". This item includes the specified piping material, main tap, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for service lateral installations where the ends of the lateral connection are on opposite sides of the public roadway. The new lateral must cross the centerline of the public roadway to qualify for payment as a long side lateral. The length of the service lateral is not to be specified. Payment under this item shall not be restricted by a minimum or maximum length. The contractor shall draw his own conclusions as to the length of piping that may be needed. Payment under this item shall include boring, jacking, or excavating across the public roadway for placement. Placement of a service lateral across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LATERAL SHORT SIDE This bid item description shall apply to all service lateral installations of every size up to and including 6 inch, except those lateral bid items defined as "Special". This item includes the specified piping material, main tap tee, bends, clean outs, labor, equipment, excavation, backfill, testing, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for lateral installations where both ends of the lateral connection are on the same side of the public roadway, or when an existing lateral crossing a public roadway will remain and is being extended, reconnected, or relocated with all work on one side of the public roadway centerline as shown on the plans. The length of the service lateral is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the lateral crosses a private residential or commercial entrance; but, not a public roadway. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S LINE MARKER This item is for payment for furnishing and installing a sewer utility line marker as specified by the utility owner specifications and plans. A line marker may consist of a post or monument of whatever materials specified and shall include markings and/or signage on same as specified by plans or specifications. This item shall include all labor, equipment, and materials needed for complete installation of the marker. This item shall be paid EACH (EA) when complete.

S MANHOLE Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole. Payment for manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup in accordance with the specifications and standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE ABANDON/REMOVE Payment under this item is for the partial removal and/or filling of any sanitary sewer manhole regardless of size or depth that no longer serves any purpose. Payment shall be made regardless of whether the manhole is or is not in conflict with other work. Any manhole requiring partial removal, but not total removal, in order to clear a conflict with other work shall be paid under this item. All manholes partially removed shall be removed to a point at least one foot below final grade, one foot below roadway subgrade, or one foot clear of any other underground infrastructure, whichever is lowest. If partial removal of an abandoned manhole is elected by the contractor, the remaining manhole structure shall be refilled with flowable fill. Payment for disposal of a sanitary sewer manhole will be made under this item only. Please refer to the Utility Company's

Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE ADJUST TO GRADE Payment under this item is for the adjustment of sanitary sewer casting elevation on all sizes of existing sanitary manholes. This work shall be performed in accordance with the sanitary sewer specifications. Payment shall be made under this bid item regardless of the amount of adjustment necessary to a sanitary sewer manhole casting or diameter of the manhole. Work under this pay item may be as simple as placing a bed of mortar under a casting; but, shall also be inclusive of installation of adjusting rings, and /or addition, removal, or replacement of barrel sections. The existing casting is to be reused unless a new casting is specified on the plans. New casting, when specified, shall be paid as a separate bid item. Anchoring of the casting shall be incidental to this item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE CASTING STANDARD Payment under this bid items is for furnishing of a new standard traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when installed.

S MANHOLE CASTING WATERTIGHT Payment under this bid item is for furnishing of a new watertight traffic baring casting for sanitary manholes meeting the requirements of the sanitary sewer specifications and standard drawings. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when installed.

S MANHOLE RECONSTRUCT INVERT This bid item is to pay for all labor, equipment, and material for rework of the manhole bench to redirect or eliminate flow, such as when the flow of a pipe or pipes are being removed or redirected. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in elimination or redirect of flow. This item shall also include providing and placement of a rubber seal or boot as required by utility specification, standard drawing or plan. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the specifications, standard drawings, and plans. No payment shall be made under this bid when MANHOLE TAP EXISTING, or MANHOLE TAP EXISTING ADD DROP are being paid at the same location, as this type of work is included in those items. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE TAP EXISTING This bid item is to pay for all labor, equipment, and material for coring one opening in an existing manhole base, addition of a rubber seal as specified, and rework of the manhole bench to direct the additional pipe flow. The bid item shall be paid for each core opening added to a single manhole. This bid item shall also include any rework of the existing manhole bench due to the elimination of other existing pipes and flow. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in the addition, elimination, or redirect of flow. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the

specifications, standard drawings, and plans. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE TAP EXISTING ADD DROP This bid item is to pay for all labor, equipment, and material for coring one opening in an existing manhole base, addition of a rubber seal as specified, addition of a vertical drop pipe to the outside of the manhole, placement of reinforcing steel and concrete to encase vertical pipe, and rework of the manhole bench to direct the additional pipe flow. The bid item shall be paid for each drop added to a single manhole. This bid item shall also include any rework of the existing manhole bench due to the elimination of other existing pipes and flow. This work will be as specified in the plans, specifications, or directed by the engineer. This work may consist of, but is not limited to, removal of concrete and/or placement of concrete in the addition, elimination, or redirect of flow. The contractor shall draw his own conclusions as to the effort and scope of work needed to comply with the specifications, standard drawings, and plans. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH DROP Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole with drop. Payment for drop manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Drop manholes shall include concrete base, barrel sections, drop materials, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH LINING Payment under this item is for the installation of new 4 foot interior diameter sanitary sewer manhole with corrosion resistant lining. Payment for manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Manholes shall include concrete base, barrel sections, cone section or slab top, steps, lining, excavation, backfilling, air testing, restoration, and cleanup in accordance with the standard drawings. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). All materials, except casting, shall be new and unused. An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S MANHOLE WITH TRAP Payment under this item is for the installation of a new manhole with

trap. Payment for trap manholes will be made at the contract unit price each in place complete and ready for use at the locations shown on plans in accordance with specifications and standard drawings. Trap manholes shall include concrete base, manhole structure and trap materials, cone section or slab top, steps, excavation, backfilling, air testing, restoration, and cleanup. All materials, except casting, shall be new and unused. Payment shall be made under this item regardless of whether the base is to be precast or cast-in-place (doghouse). An existing casting from an existing abandoned or removed manhole is to be reused and shall be considered incidental to this item. When a new casting is specified, or an existing casting is unavailable, it shall be paid as a separate bid item. Anchoring of casting, new or used, shall be considered incidental to this bid item. No additional compensation will be paid for manhole height variations. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S PIPE This description shall apply to all PVC and ductile iron gravity sewer pipe bid items of every size and type 8 inches internal diameter and larger, except those bid items defined as "Special". This item includes the pipe specified by the plans and specifications, all fittings (including, but not limited to, tap tees and couplings for joining to existing similar or dissimilar pipes), polyethylene wrap (if required by specification), labor, equipment, excavation, bedding, restoration, pressure or vacuum testing, temporary testing materials, video inspection, backfill, and etc., required to install the specified new pipe and new fittings at the locations shown on the plans, or as directed, in accordance with the specifications and standard drawings complete and ready for use. This bid item shall include material and placement of flowable fill under existing and proposed pavement, and wherever specified on the plans or in the specifications. No additional payment will be made for rock excavation. Measurement of quantities under this item shall be through fittings and encasements to a point at the outside face of manhole barrels, or to the point of main termination at dead ends or lamp holes. Carrier pipe placed within an encasement shall be paid under this item and shall include casing spacers and end seals. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S PIPE POINT REPAIR This item is to be used to pay for repair of short lengths of existing sanitary sewer pipe that, through prior video inspection or other means, are known to have pre- existing failure. Pipe Point Repair may be needed in preparation for installation of cured-in-place-pipe (CIPP) lining or other instances where failure is known and repair is prudent. The size of pipe shall not be defined in separate bid items. All diameter sizes of point repair shall be paid under this one item. The materials to be used to make the repair shall be as defined on the plans or in the specifications. This bid item shall include all excavation, pipe materials, joining materials to connect old and new pipe, bedding, and backfill to complete the repair at the locations shown on the plans or as directed by the engineer, complete and ready for use. This bid item shall include bypass pumping when required. Measurement shall be from contact point to contact point of old and new pipe. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF).

S PUMP STATION This item is for payment for installation of sanitary pump stations including above or below ground structure for housing of the pumps. This item shall include all pumps, piping, fittings, valves, electrical components, building materials, concrete, any other appurtenances, labor, equipment, excavation, and backfill, to complete the pump station installation as required by the plans, standard drawings, and specifications, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall

be referenced. This item shall be paid LUMP SUM (LS) for each when complete.

S STRUCTURE ABANDON This item is to be used to pay for abandonment of larger above or below ground sewer structures such as air release/vacuum valve vaults, pump stations, tanks, etc. Payment under this time shall not be limited to size or scope; however structures with connecting pipes of 2 inches or less shall not be paid under this item; but, shall be considered incidental to sewer construction, (i.e., abandonment of standard air release/vacuum valves up to and including 2 inches would not be paid under this item shall include all labor, equipment, and compacted fill or flowable fill for abandonment of the structure in place and restoration complete. No separate bid items will be established for size or structure variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

S STRUCTURE REMOVAL This item is to be used to pay for removal of larger above or below ground sewer structures such as air release/vacuum valve vaults, pump stations, tanks, and etc. Payment under this time shall not be limited to size or scope; however, structures with connecting pipes of 2 inches or less shall not be paid under this item; but, shall be considered incidental to sewer construction, (i.e., removal of standard air release/vacuum valves and their structure up to and including 2 inches would not be paid under this item). Payment under this item shall include all labor, equipment, and compacted backfill for removal of the structure and restoration complete. No separate bid items will be established for size or structure variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

ΝΟΤΙCΕ

DEPARTMENT OF THE ARMY CORPS OF ENGINEERS (NATIONWIDE PERMIT & GENERAL WQC AUTHORIZATION)

PROJECT: Fayette County, Item No. 7-366.00 Major Widening KY 4

The Section 404 & 401 activities for this project have been previously permitted under the authority of the Department of the Army Nationwide Permit No. 14 "Linear Transportation Projects" & Division of Water General Water Quality Certification. In order for these authorizations to be valid, the attached conditions must be followed. The contractor shall post a copy of this Nationwide Permit & General WQC in a conspicuous location at the project site for the duration of construction and comply with the general conditions as required.

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

STEVEN L. BESHEAR

GOVERNOR



LEONARD K. PETERS SECRETARY

ENERGY AND ENVIRONMENTAL PROTECTION CABINET

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

General Certification--Nationwide Permit # 14 Linear Transportation Projects

This General Certification is issued <u>March 19, 2012</u>, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or 10 are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 14, namely Linear Transportation Projects, provided that the following conditions are met:

- 1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
- 2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
- 3. The activity will impact less than 1/2 acre of wetland/marsh.
- 4. The activity will impact less than 300 linear feet of surface waters of the Commonwealth. Stream realignment greater than 100 feet is not covered under this general water quality certification.



General Certification--Nationwide Permit # 14 Linear Transportation Projects Page 2

- 5. For a single and complete linear transportation project, the cumulative length of impacts less than 300 linear feet of surface waters within each Hydrologic Unit Code (HUC) 14 watershed will not exceed 500 linear feet.
- 6. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
- 7. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
- 8. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
- 9. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
 - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur (401 KAR 10:031 Section 2 and KRS 224.70-100).
 - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.
 - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
 - Removal of riparian vegetation in the utility line right-of-way shall be limited to that necessary for equipment access.
 - To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.

General Certification--Nationwide Permit # 14 Linear Transportation Projects Page 2

- Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.
- Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the KDOW shall be notified immediately by calling (800) 928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.



Nationwide Permit No. 14, Linear Transportation Projects

Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States.

- a. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States.
- b. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.
- c. This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- d. This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds

1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Valid from March 19, 2012 through March 18, 2017

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. <u>Navigation</u>. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. <u>Aquatic Life Movements</u>. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. <u>Spawning Areas</u>. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. <u>Migratory Bird Breeding Areas</u>. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. <u>Shellfish Beds</u>. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car

bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. <u>Water Supply Intakes</u>. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. <u>Adverse Effects From Impoundments</u>. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. <u>Management of Water Flows</u>. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. <u>Fills Within 100-Year Floodplains</u>. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. <u>Equipment</u>. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. <u>Soil Erosion and Sediment Controls</u>. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. <u>Removal of Temporary Fills</u>. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. <u>Proper Maintenance</u>. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. <u>Single and Complete Project</u>. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. <u>Wild and Scenic Rivers</u>. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. <u>Tribal Rights</u>. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. <u>Endangered Species</u>. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete preconstruction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering. (f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at http://www.fws.gov/ or <u>http://www.fws.gov/ipac</u> and http://www.noaa.gov/fisheries.html respectively.

19. <u>Migratory Birds and Bald and Golden Eagles</u>. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. <u>Historic Properties</u>. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to

prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. <u>Discovery of Previously Unknown Remains and Artifacts</u>. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. <u>Designated Critical Resource Waters</u>. Critical resource waters include, NOAAmanaged marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. <u>Mitigation</u>. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) - (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. <u>Safety of Impoundment Structures</u>. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. <u>Water Quality</u>. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. <u>Coastal Zone Management</u>. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. <u>Regional and Case-By-Case Conditions</u>. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with

any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. <u>Use of Multiple Nationwide Permits</u>. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. <u>Transfer of Nationwide Permit Verifications</u>. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. <u>Compliance Certification</u>. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permitteeresponsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. <u>Pre-Construction Notification</u>. (a) <u>Timing</u>. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) <u>Contents of Pre-Construction Notification</u>: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) <u>Form of Pre-Construction Notification</u>: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) <u>Agency Coordination</u>: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) that the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or proposed Federal project.



FILE COPY

COMMERCE CABINET KENTUCKY HERITAGE COUNCIL

Steven L. Beshear Governor

The State Historic Preservation Office 300 Washington Street Frankfort, Kentucky 40601 Phone (502) 564-7005 Fax (502) 564-5820 www.kentucky.gov Marcheta Sparrow Secretary

Donna M. Neary Executive Director and State Historic Preservation Officer

March 12, 2008

Mr. David Whitworth, Transportation Specialist Federal Highway Administration 330 West Broadway Frankfort, KY 40601

Re: Determination of Effects for Site 7 and Site 9; A Cultural Historic Resources Report for the New Circle Road (KY-4) Improvement from Georgetown Road to Board/Colesbury Circle in Fayette County, Kentucky (Item No 7-113.00) (7-366)

Dear Mr. Whitworth:

The State Historic Preservation Office determined, in a letter from this office dated January 28, 2008, that Site 7 (FA-W-51) and Site 9 (FA-W-30) located within the above-referenced undertaking's Area of Potential Effect, are eligible for listing in the National Register of Historic Places. Based on the information provided at the time, however, we were unsure as to the effects of this undertaking on these sites.

Based on additional information provided to this office, it is our determination that according to the currently proposed project plans, neither site would be impacted by this undertaking. Therefore, there will be No Effect to Site 7 (FA-W-51) and Site 9 (FA-W-30) from this project as proposed.

Should you have any questions regarding these comments, please feel free to contact Janie-Rice Brother of my staff at (502) 564-7005, extension 121.

An M. Mean

Donna M. Neary, Executive Director and State Historic Preservation Officer

Cc: David Waldner, Amanda Abner (KYTC-DEA) JRB: jrb





STEVEN L. BESHEAR GOVERNOR

TOURISM, ARTS AND HERITAGE CABINET KENTUCKY HERITAGE COUNCIL

> THE STATE HISTORIC PRESERVATION OFFICE 300 WASHINGTON STREET FRANKFORT, KENTUCKY 40601 PHONE (502) 564-7005 FAX (502) 564-5820 www.heritage.ky.gov

ETHE COPY

MARCHETA SPARROW SECRETARY

MARK DENNEN EXECUTIVE DIRECTOR AND STATE HISTORIC PRESERVATION OFFICER

February 16, 2011

Mr. David M. Waldner, Director Division of Environmental Analysis Kentucky Transportation Cabinet 200 Mero Street Frankfort, Kentucky 40622

Re: An Archaeological Survey of the Proposed Reconstruction of New Circle Road between Georgetown Road and Boardwalk/Colesbury Circle, Fayette County, Kentucky, by Michael Curran (CRAI)

Fayette County KYTC Item Number 7-366.00

Dear Mr. Waldner,

This office has received the above mentioned report for review. The survey found no evidence of prehistoric or early historic occupation in the project area. The authors recommend that no additional archaeological work should be undertaken for the current project. I concur with the author's findings. Therefore, we have no further comments and responsibility to consult with the Kentucky State Historic Preservation Officer under the Section 106 review process for archaeology on this project is fulfilled.

If you have any questions, please do not hesitate to contact Wes Stoner of my staff at (502) 564-7005 ext 151.

Sincerely.

Mark Dennen, Executive Director Kentucky Heritage Council and State Historic Preservation Officer

MD: wds

cc. Charles M Niquette (CRAI) Dan Davis (KYTC-DEA) Dr. George Crothers (KY-OSA)



KentuckyUnbridledSpirit.com

An Equal Opportunity Employer M/F/D

Version 1.1 January 6, 2013

K.H.C 43642 RECEIVED 3-12-15 REVIE WED 3-15-15

KYTC Archaeological Investigation Form

KYTC Item Not 7-366.00	County: Fayette					
Route: KY4	Project Description:	Highway modernization and				
USGS Quad Name: Lexington E&W		reconstruction, modification of				
USGS Date: 1993, 1993		existing interchanges, and culvert and structure replacement				
UTM Coordinates (Project center poin	t)	·				
Zone: 16 17						
Easting: 719624.78						
Northing: 4216830.73						
Project Type listed in Attachment	1 (in Section 106 Prog	grammatic Agreement)?				
☐ Yes (list project activity types)						
☞ No (Continue)						
Project Type listed in Attachment 7	(in Section 106 Hand	hook)?				

✓ Yes (list project activity types) 1, 9, and 12

Are all new or existing ROW areas previously disturbed?

F Yes (Describe disturbance or basis for conclusion. Attach photos or maps);

Version 1.1 Junuary 6, 2013

	No Historic Properties Affected	
	7-366.00 Fayette KY4	
	As Determined By:	
	September 24, 2013	
	KYTC Representative Date	
	1322 Suser 3-18-15	
l	SHPO Representative Date	
ł	(Concurrence is assumed if no response is received within 30 days)	
l	Attachments	
l	Project Plans (show date on plans)	
	Photos	
	Mapping	
	C Other	
	Copy EPM	
ŀ	Copy DEC	
	🔽 Copy DEA Archaeologist	
Į	Copy SHPO	
ŀ		

If the project plans change then additional archaeological survey may be required. If human remains are discovered or a previously unidentified archaeological site is encountered, work must cease and the KYTC Division of Environmental Analysis be notified immediately.

KENTUCKY TRANSPORTATION CABINET **DIVISION OF ENVIRONMENTAL ANALYSIS PROJECT REEVALUATION**

UST/HAZMAT IMPACTS

Reevaluation Phase: Ut	ility	Letting Date: N/	/Α		
Type Document: CE2		Approval Date: 10-25-2011			
County: Fayette	Route: KY 4 (I	New Circle) Item No.: 7-366			
Limits: Widen New Circl Interchange reconstruct	e Road (KY4) fi ion at Newtowr	rom Georgetown n Pike.	Rd to Boardwalk Ave including		

REVIEW CATEGORY	YES	NO	N/A	COMMENTS-EXPLAIN IF YES IS CHECKED
PROJECT SCOPE CHANGES	X			see below
NEW LAWS/REGULATIONS		X		
PHASE I SITE ASSESSMENT COMPLETED	x			Limited Phase I including an onsite evaluation and regulatory review of registered UST sites within the revised project scope. Registered UST sites include P18,P20, P21 and P23; in compliance
PHASE II REQUIRED		X		(If yes, list parcel no. or location)
PHASE III (REMEDIATION) REQUIRED			x	(Il yes, list parcel no., cost estimate & schedule for completion)
OTHER ISSUES	e e constante de la constante		X	If plans change additional investigation is recommended

CONDITIONS. MITIGATION, SPECIAL ISSUES:

The scope was changed to now include revisions to the western terminus at the Georgetown Interchange, additional work to the Georgetown Interchange, adding a roundabout on Lexmark property adjacent to the Legacy Trail Crossing of New Circle, and extension of the eastern terminus by approximately 330 feet on the south side.

Minimal UST/Hazmat impacts observed. ROW, temporary easement and disturbance limits appear

To be outside all tank systems; no registered MW identified through KGS within revised project area. P18 Al#62029: P20 Al#61987: P21 Al#62039: P23 formar service station Al#51708. No other

UST/Hazmat impacts identified.

I have reviewed the project documentation and determined that no substantial changes have occurred in the project. Therefore, the findings of the original UST/Hazmat Assessment remain valid.

UST/Hazmat for any Stratton

Date 1/26/15



Kentucky Transportation Cabinet								
KENTUCKY TRANSPORTATION CABINET	No	EFFECT FIN	DING					
KYTC Item No:	7 - 366	Route:	New Circle Road (KY4 922) Interchange/Geor Interchange					
Quadrangle(s):	Lexington West and Lexington East	County(ies):	Fayette					
Project Descriptic easements, etc.)	on: (Type of improveme	nt, areas to be	impacted, crossroad imp	provements,				
proposes lengthe the north east clor provide motorists keep traffic from b	ning the merging lanes ver leaf at KY 922 Inter with additional time to s	and all ramps change, and wi safely merge in nline during pe	nd storage of the interch eastern on and off ramp dening KY 4 to six or eig with the New Circle Roa ak traffic volumes. The impact several utilities.	s at US 25), removing ht 12' lanes. This will ad (KY4) traffic and				
Listed Species: (Attach copy of USFWS	county list, KS	NPC web site and KDFV	VR web site)				
	Bat, Running Buffalo C		n burying beetle dressed through the IBC	F				
	And the second		landforms, waterways, v					
by fescue, which fence line is over mainly of black c	is regularly maintained rgrown with bush hone	by mowing. ysuckle. Matu ocust trees. L	egrass region. The grou No clover was observed ure fence-row trees wer ess observed trees inclu beech, and pine.	 In many places, the e observed consisting 				



Methodologies: (Methods of assessment, who, what, when, resources, etc.)

The project area was assessed in the field by Becky Barrick on June 15, 2010. Photographs of the project area were taken.

Office research included on-line research to evaluate geology, terrain, soils and tree cover. Recent low-level aerial photography was also utilized to verify tree cover. Standard resource agency websites were consulted to determine potential and known federally listed species. Approximately 3 hours were spent in office review and evaluation.

Results: (Compare habitat used by listed species with available habitat)

Gray Bat: There are karst sinkhole features within 1.5 miles of the project area; however, no known open throated sinkholes are within this range. There is no foraging habitat contained within the project area.

Running Buffalo Clover (RBC): The project is in well-drained limestone soils; however, the soils are mainly acidic and would not support RBC. Also, there is a narrow band of trees along some of the fence lines, but bush honeysuckle has heavily shaded this area and regular mowing and dense fescue growth has eliminated any potential habitat outside of the honeysuckle. No clover was observed.

American Burying Beetle (ABB): ABB is considered extirpated from Fayette County.

Recommendations:

The project has been assessed in accordance with the provisions of Section 7 of the Endangered Species Act, and KYTC recommends a finding that the project will have No Effect on any listed species or their critical habitat.

Buch Banuch KYTC Signature

0 15 / 10 Date

	U.S. Fish & Wildlife Service Kentucky Ecological Services Field Office		U.S. Fish & Wildlife Service 330 West Broadway, Rm 265 Frankfort, KY 40601 Phone: 502-695-0468 Fax: 502-695-1024	ervice Rm 265 301 24	
Endangered, ¹ Species in	Endangered, Threatened, & Candidate Species inFAYETTE	County, KY			
Group	Species	Common name	Legal* Status	Known** Potential	Special Comments
Mammals	Myotis sodalis	Indiana bat	ш	Х	
	Myotis grisescens	gray bat	Ш	Р	
Plants	Lesquerella globosa	globe bladderpod	v	×	
	Trifolium stoloniferum	running buffalo clover	Ш	К	
Insects	Nicrophorus americanus	American burying beetle	ш	historic	considered extirpated
NOTES:			5 5 7		
* Key to notatio	ns: E = Endangered, T = Th	* Key to notations: E = Endangered, T = Threatened, C = Candidate, CH = Critical Habitat	= Critical Habita	łt	
**Key to notatic to known occur	<pre>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>>></pre>	**Key to notations: K = Known occurrence record within the county, P = Pot to known occurrence records, biological, and physiographic characteristics.	otential for the s.	species to occ	**Key to notations: K = Known occurrence record within the county, P = Potential for the species to occur within the county based upon historic range, proximity to known occurrence records, biological, and physiographic characteristics.

Kentucky State	Kentucky State Nature Preserves Commission	nmission			74	# of Occurrences	Dccl	urrer	seou	
County	Taxonomic Group	Scientific name	Common name	Statuses	Ranks	ш	H	ч×		n
Estill	Mammals	Corynorhinus rafinesquii	Rafinesque's Big-eared Bat	S/	G3G4 / S3	7	0	0	0	0
Estill	Mammals	Corynorhinus townsendii virginianus	Virginia Big-eared Bat	E/LE	G4T2 / S1	2	0	0	0	0
Estill	Mammals	Myotis sodalis	Indiana Bat	E/LE	G2 / S1S2	4		0	~	0
Estill	Mammals	Ursus americanus	American Black Bear	S/	G5 / S2	~~	0	0	Š	0
Estill	Communities	Acidic sub-xeric forest		/ N /	GNR / S5		0	0	0	0
Estill	Communities	Appalachian mesophytic forest		N /	GNR / S5	4	0	0	0	0
Estill	Communities	Appalachian sub-xeric forest		/ N	GNR / S5	~	0	0	0	0
Estill	Communities	Calcareous mesophytic forest		/ N	GNR / S5	2	0	0	0	0
Estill	Communities	Calcareous sub-xeric forest		/ N	GNR / S5	.	0	0	0	0
Estill County Total:	Total:					1 02	10	4 (_	0
Fayette	Vascular Plants	Elymus svensonii	Svenson's Wildrye	S/	G2G3 / S3		0	0	0	0
Fayette	Vascular Plants	Juglans cinerea	White Walnut	S/	G3G4 / S3	0	0	-	0	0
Fayette	Vascular Plants	Lesquerella globosa	Globe Bladderpod	E/C	G2 / S1	0	0	· · ·	_	0
Fayette	Vascular Plants	Malvastrum hispidum	Hispid Falsemallow	Τ/	G3G5 / S2?		0	0	0	0
Fayette	Vascular Plants	Oenothera triloba	Stemless Evening-primrose	Τ/	G4 / S1S2	0	~~	0	0	0
Fayette	Vascular Plants	Onosmodium molle ssp. hispidissimum	Hairy False Gromwell	Ε/	G4G5T4 / S1	x	≁-	0	0	0
Fayette	Vascular Plants	Prenanthes crepidinea	Nodding Rattlesnake-root	Τ/	G3G4 / S2		0	0	0	0
Fayette	Vascular Plants	Salix amygdaloides	Peach-leaved Willow	Н/	G5 / SH	0		0	0	0
Fayette	Vascular Plants	Schizachne purpurascens	Purple Oat	Τ/	G5 / S2		0	0	0	0
Fayette	Vascular Plants	Stellaria fontinalis	Water Stitchwort	Τ/	G3 / S2	-	0	0	_	0
Fayette	Vascular Plants	Trifolium stoloniferum	Running Buffalo Clover	T/LE	G3 / S2S3	2J	0	0	0	0
Fayette	Vascular Plants	Viburnum molle	Softleaf Arrowwood	Τ/	G5 / S3?	~	0	0	0	0
Fayette	Vascular Plants	Viburnum rafinesquianum var.	Downy Arrowwood	Τ/	G5T4T5 / S2?		0	0	0	0
Fayette	Vascular Plants	ramesquartum Viola walteri	Walter's Violet	τ/	G4G5 / S2	~	0	0	0	0
Favette	Insects	Nicrophorus americanus	American Burving Beetle	H/LE	G2G3 / SH	0	.	0	0	0
Fayette	Insects	Pseudanophthalmus horni horni	Garman's Cave Beetle	S/	G3T3 / S2S3	Ţ	0	5	~	0
Fayette	Insects	Satyrium favonius ontario	Northern Hairstreak	S/	G4T4 / S2	0	~	0	~	0
Fayette	Amphibians	Rana pipiens	Northern Leopard Frog	S/	G5 / S3	0	0	` 0	_	0
Fayette	Breeding Birds	Ammodramus henslowii	Henslow's Sparrow	S/	G4 / S3B	-	0	0	0	0
Fayette	Breeding Birds	Cistothorus platensis	Sedge Wren	S/	G5 / S3B	0		0	0	0
Fayette	Breeding Birds	Dolichonyx oryzivorus	Bobolink	S/	G5 / S2S3B	<u>.</u>	0	0	0	0
Fayette	Breeding Birds	Nyctanassa violacea	Yellow-crowned Night-heron	Τ/	G5 / S2B	~~	0	0	0	0
Fayette	Breeding Birds	Passerculus sandwichensis	Savannah Sparrow	S/	G5 / S2S3B, S2S3N	ი ი	0		0	0
Fayette	Breeding Birds	Riparia riparia	Bank Swallow	S/	G5 / S3B		0	0		0
Fayette	Breeding Birds	Tyto alba	Barn Owl	S/	G5 / S3	0	0	-	0	0
Fayette	Mammals	Mustela nivalis	Least Weasel	S/	G5 / S2S3		0	0	~	0
Fayette	Mammals	Myotis sodalis	Indiana Bat	E/LE	G2/S1S2	0	T	0	0	0
Data Current a	Data Current as of August 2004						Page	Page 35 of	if 126	Q

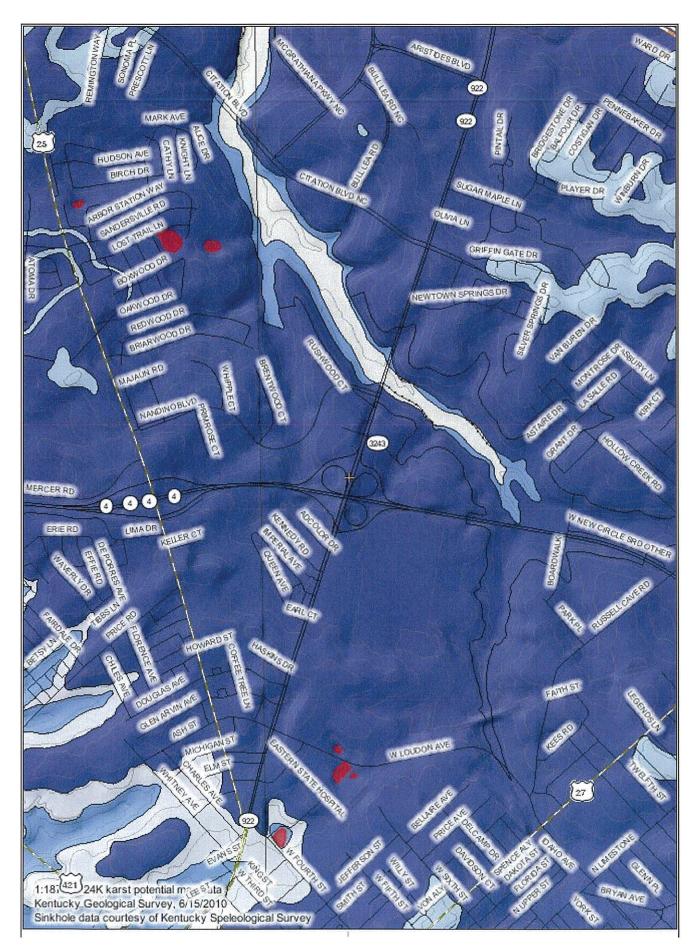
County Report of Endangered, Threatened, and Special Concern Plants, Animals, and Natural Communities of Kentucky Kentucky State Nature Preserves Commission

FAYETTE COUNTY NHPP 2681 (033)

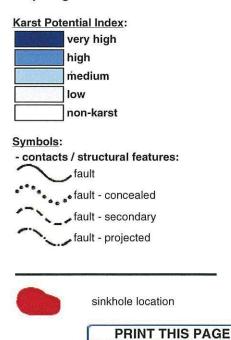
Kentucky Stat	Kentucky State Nature Preserves Commission	mmission		Î		# of	Ö	# of Occurrences	enci	S	
County	Taxonomic Group	Scientific name	Common name	Statuses	Ranks	ш	т	ᇿ	×	D	
Fayette Coun	County Total:					23	21	ŝ	ഹ	•	
Fleming	Vascular Plants	Rhynchospora recognita	Globe Beaked-rush	S/	G57/S3	~ ~~	0	0	0	0	
Fleming	Vascular Plants	Solidago shortii	Short's Goldenrod	E/LE	G1/S1	2	0	0	0	0	
Fleming	Freshwater Mussels	Cyprogenia stegaria	Fanshell	E/LE	G1/S1	~ ~	0	0	0	0	
Fleming	Freshwater Mussels	Epioblasma torulosa rangiana	Northern Riffleshell	E/LE	G2T2 / S1	0	0	0	T	0	
Fleming	Freshwater Mussels	Epioblasma triquetra	Snuffbox	E/	G3 / S1	ო	0	.	0	0	
Fleming	Freshwater Mussels	Fusconaia subrotunda subrotunda	Longsolid	S/	G3T3 / S3	É	0	~	0	0	
Fleming	Freshwater Mussels	Plethobasus cyphyus	Sheepnose	E/C	G3 / S1	2	0	0	0	0	
Fleming	Freshwater Mussels	Simpsonaias ambigua	Salamander Mussel	τ/	G3 / S2S3	~~	0	0	0	0	
Fleming	Insects	Dryobius sexnotatus	Sixbanded Longhorn Beetle	Τ/	GNR / S1	~	0	0	0	0	
Fleming	Fishes	ichthyomyzon fossor	Northern Brook Lamprey	Τ/	G4 / S2	-	0	0	0	0	
Fleming	Fishes	Noturus stigmosus	Northern Madtom	S /	G3 / S2S3	2	0	0	0	0	
Fleming	Fishes	Percopsis omiscomaycus	Trout-perch	S/	G5 / S3	0	÷	0	0	0	
Fleming	Amphibians	Cryptobranchus alleganiensis alleganiensis	Eastern Hellbender	S/	G3G4T3T4 / S3	2	0	0	0	0	
Fleming	Breeding Birds	Accipiter striatus	Sharp-shinned Hawk	S /	G5 / S3B,S4N	2	0	0	0	0	
Fleming	Breeding Birds	Ardea herodias	Great Blue Heron	S /	G5 / S3B,S4N	~	0	0	0	0	
Fleming	Communities	Bottomland hardwood forest		N /	GNR / S2	~	0	0	0	0	
Fleming County Total:	nty Total:					36	3	3	-	0	
Floyd	Vascular Plants	Erythronium rostratum	Yellow Troutlily	S /	G5 / S2S3	2	0	0	0	0	
Floyd	Vascular Plants	Hydrophyllum virginianum	Eastern Waterleaf	Τ/	G5 / S2?	<i>T</i>	0	0	0	0	
Floyd	Vascular Plants	Lathyrus venosus	Smooth Veiny Peavine	S/	G5 / S2S3	ო	0	0	0	0	
Floyd	Gastropods	Patera panselenus	Virginia Bladetooth	S/	G3G4 / S1	0	-	0	0	0	
Floyd	Freshwater Mussels	Fusconaia subrotunda subrotunda	Longsolid	S/	G3T3 / S3	0	x -1	-	0	0	
Floyd	Freshwater Mussels	Quadrula cylindrica cylindrica	Rabbitsfoot	Τ/	G3T3 / S2	0	0	0	~	0	
Floyd	Freshwater Mussels	Villosa lienosa	Little Spectaclecase	S/	G5 / S3S4	0	<u>-</u>	0	0	0	
Floyd	Insects	Calopteryx dimidiata	Sparkling Jewelwing	Н/	G5 / SH	0	~	0	0	0	
Floyd	Insects	Pseudanophthalmus hypolithos	Ashcamp Cave Beetle	Τ/	G1G2 / S2	-	0	0	0	0	
Floyd	Fishes	Ichthyomyzon fossor	Northern Brook Lamprey	Τ/	G4 / S2	-	-	0	0	Q	
Floyd	Fishes	Lampetra appendix	American Brook Lamprey	Τ/	G4 / S2	0	~	0	0	0	
Floyd	Fishes	Percina macrocephala	Longhead Darter	Е/	G3 / S1	0		0	0	0	
Floyd	Fishes	Percopsis omiscomaycus	Trout-perch	S /	G5/S3	0		0	0	0	
Floyd	Reptiles	Lampropeltis triangulum elapsoides	Scarlet Kingsnake	S/	G5T5 / S3	0	~~	0	0	0	
Floyd County Total:	r Total:					œ	10	~	-	0	
Franklin	Vascular Plants	Aesculus pavia	Red Buckeye	Τ/	G5 / S2S3	0	·	0	Q	0	
Franklin	Vascular Plants	Arabis perstellata	Braun's Rockcress	T/LE	G2 / S2	34	0	0	4	0	
Franklin	Vascular Plants	Elymus svensonii	Svenson's Wildrye	S/	G2G3 / S3	17	0	0	0	0	
Data Current :	Data Current as of August 2004						Pag	Page 36 of 126	of 1	26	

County Report of Endangered, Threatened, and Special Concern Plants, Animals, and Natural Communities of Kentucky

REVILLENY	and the second of the second o						and all sheats	h kentucky.go
A STATE					Rea -	FISHAN	D WILDI	HEE RESOURCES
	HOME CONTAC	CT US BUY LIC	CENSES LIN	IKS EVE	NTS WH	IAT'S NEV	V KEN	ITUCKY AFIELD
Species Information KDFWR	Species Inform State Threatened, Endan counties		ecial Concer	n Specie	s observa	ations for	select	ed
Maps Public Hunting Area Maps	Linked life history provi Records may include US Status Definitions	ded courtesy both recent Kentucky Sta	and histor	ical obs	<u>orer</u> . ervatio	ns.		
Game Maps Download GIS Data	List State Threatened selected county. Selected county is: Fa		d, and Spe	ecial Cor	ncern Sp	oecies o	bserv	ations in 1
Links	Scientific Name and Life History	Common Name and Pictures	Class	County	US Status	KY Status	WAP	Reference
	<u>Ammodramus</u> <u>henslowii</u>	<u>Henslow's</u> Sparrow	Aves	Fayette	N	s	Yes	Reference
	Anas clypeata	<u>Northern</u> Shoveler	Aves	Fayette	N	E		Reference
	Anas discors	<u>Blue-winged</u> Teal	Aves	Fayette	N	Т		Reference
	Cryptobranchus alleganiensis alleganiensis	<u>Eastern</u> Hellbender	Amphibia	Fayette	N	s	Yes	<u>Reference</u>
	Dolichonyx oryzivorus	Bobolink	Aves	Fayette	N	S	Yes	Reference
	Egretta caerulea	<u>Little Blue</u> <u>Heron</u>	Aves	Fayette	N	E	Yes	Reference
	Falco peregrinus	Peregrine Falcon	Aves	Fayette	PS:LE	E	Yes	Reference
	Fulica americana	<u>American</u> Coot	Aves	Fayette	N	E		Reference
	Junco hyemalis	Dark-eyed Junco	Aves	Fayette	N	s		Reference
	Mustela nivalis	<u>Least</u> Weasel	Mammalia	Fayette	N	s		Reference
	Myotis grisescens	Gray Myotis	Mammalia	Fayette	LE	Т	Yes	Reference
	Myotis sodalis	Indiana Bat	Mammalia	Fayette	LE	E	Yes	Reference
	<u>Nehalennia irene</u>	<u>Sedge</u> Sprite	Insecta	Fayette	N	E		Reference
	Nyctanassa violacea	<u>Yellow-</u> <u>crowned</u> Night-heron	Aves	Fayette	N	T	Yes	Reference
	Nycticorax nycticorax	<u>Black-</u> crowned Night-heron	Aves	Fayette	N	Т	Yes	Reference
	Passerculus sandwichensis	<u>Savannah</u> Sparrow	Aves	Fayette	N	s	Yes	Reference



Kentucky Geological Survey Geologic Information Service Map Legend



NOTE: in order to print colors, make sure your browser is enabled to print background colors.

Internet Explorer Instructions: Go to Tools --> Internet Options --> Advanced --> Under the "Printing" header, click the "Print background colors and images" box.

Firefox Instructions: Go to File --> Page Setup --> Click the "Print Background (colors & images)" box.

Special Note

Filing of eNOI for KPDES Construction Stormwater Permit

County: Fayette

Item No.: 7-366.0

Route: KY-4 New Circle KDOW Submittal ID: 113542

Project Description:

Grade, Drain, Surface to New Circle (KY-4) between Georgetown Road and Boardwalk.

A Notice of Intent for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, a copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as "Building Contractor" and it will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control as well as meeting the requirements of the KYR10 permit and the KDOW.

If there are any questions regarding this note, please contact David Waldner, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.

FAYETTE COUNTY NHPP12687/2033)

Kentucky DEP ePermitting and eForms

Thank you for submitting your information via the Kentucky Department for Environmental Protection eForms website. Please save a copy of this submittal for your records. We recommend saving a copy as a .mht, .html, or .htm file. The Submittal ID for this transaction is 113158 and was submitted on October 24, 2017 03:35 PM Eastern Time. If you need to contact DEP regarding your submission, please reference your Submittal ID.

The eForm Submittal ID allows you to use the data from this submittal as a template and/or download a copy of your submittal.

			KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES) Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000 Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm) Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf) (*) indicates a required field; (âœ") indicates a field may be required based on user input or is an optionally required field					
Reason for Submittal:(*)	Agency Intere				Permit Numb			
Application for New Permit Coverage 🔹	Agency I	nterest ID			KPDES P	ermit Numb	er	
If change to existing permit coverage is requested, descri	be the changes	for which mod	lification of cove	erage is being	sought:(√)			
ELIGIBILITY: Stormwater discharges associated with construction activ contiguous construction activities that cumulatively equal				ore, including	, in the case of	a common plan	of development,	
EXCLUSIONS: The following are excluded from coverage under this gene 1) Are conducted at or on properties that have obtained at implementation of a Best Management Practices (BMP) pil 2) Any operation that the DOW determines an individual p 3) Any project that discharges to an Impaired Water listed been developed. SECTION I FACILITY OPERATOR INFORMATION (PERMI	n individual KPI an; permit would be d in the most re	tter address th	ne discharges fr	om that opera	tion;			
Company Name:(√)		First Name:((/) M.I.: Last Name:(/)					
кутс		Kelly	MI			Baker		
Mailing Address:(*)	City:(*)							
763 West New Circle Road	Lexingto	n		Kentuck	(y	•	40511	
eMail Address:(*)			Business Pho	ne:(*)		Alternate Pho	one:	
kelly.baker@ky.gov			(859) 24			Phone	unci	
SECTION II GENERAL SITE LOCATION INFORMATION								
Project Name:(*)				ner/Operator(-	SIC Code(*)		
KY-4 New Circle Georgetown Rd. to Boardwa	alk Grade, D	rain, Su	State Go	vernment	•		▼	
			(√) M.I.:			Last Name:(√)		
Company Name:(√)					MI Baker			
		Kelly			MI	Baker		
		Kelly			MI	Baker		
КҮТС	wtown Rd e	-			MI	Baker		
KYTC Site Physical Address:(*)	wtown Rd e	-	State:(*)		MI	Baker Zip:(*)		
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne	wtown Rd e	-	State:(*) Kentuck	y	MI			
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*) Lexington		xits	Kentuck	-		Zip:(*) 40511		
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*)	Latitude(deci	xits mal degrees)(w.fcc.gov/med		nverter		Zip:(*) 40511 ecimal degrees)(*)	
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*) Lexington County:(*)	Latitude(deci (https://www 38.07444	xits mal degrees)(w.fcc.gov/med	Kentuck	nverter	▼ Longitude(de	Zip:(*) 40511 ecimal degrees)(*)	
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*) Lexington County:(*) Fayette	Latitude(deci (https://www 38.07444	xits mal degrees)(w.fcc.gov/med	Kentuck	nverter	▼ Longitude(de	Zip:(*) 40511 ecimal degrees)(*)	
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*) Lexington County:(*) Fayette V SECTION III SPECIFIC SITE ACTIVITY INFORMATION Project Description:(*)	Latitude(deci (https://www 38.07444	xits mal degrees)(w.fcc.gov/med	Kentuck	nverter	▼ Longitude(de	Zip:(*) 40511 ecimal degrees)(*)	
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*) Lexington County:(*) Fayette SECTION III SPECIFIC SITE ACTIVITY INFORMATION Project Description:(*) Grade, Drain, Surface	Latitude(deci (https://www 38.07444	xits mal degrees)(w.fcc.gov/med	Kentuck *)DMS to DD Co ia/radio/dms-d	nverter	v Longitude(de -84.4952	Zip:(*) 40511 ecimal degrees)(*)	
KYTC Site Physical Address:(*) KY- 4 New Circle from Georgetown Rd to Ne City:(*) Lexington County:(*) Fayette V SECTION III SPECIFIC SITE ACTIVITY INFORMATION Project Description:(*) Grade, Drain, Surface a. For single projects provide the following information	Latitude(deci (https://www 38.07444	xits mal degrees)(w.fcc.gov/med	Kentuck *)DMS to DD Co ia/radio/dms-d	nverter lecimal)	v Longitude(de -84.4952	Zip:(*) 40511 ecimal degrees)(*)	

FAYETTE COUNTY NHPP1**2687/2033**)

1/15/2018	1/15/2021					
b. For common plans of development provide the following information						
Total Number of Acres in Project:(\checkmark)	Total Number of Acres Disturbed:(\checkmark)					
# Acre(s)	# Acre(s)					
Number of individual lots in development, if applicable:(\checkmark)	Number of lots in development:(\checkmark)					
# lot(s)	# lot(s)					
Total acreage of lots intended to be developed:(\checkmark)	Number of acres intended to be disturbed at any one time:(\checkmark)					
Project Acres	Disturbed Acres					
Anticipated Start Date:(√)	Anticipated Completion Date:(/)					
List Building Contractor(s) at the time of Application:(*) Company Name						
SECTION IV IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWI	NG INFORMATION IS REQUIRED 👰					
Discharge Point(s): Unnamed Tributary? Latitude Longitude Receiving Water Name No 38.074151 -84.512216 Elkhorn Creek						
SECTION V IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFOR	MATION IS REQUIRED					
Name of MS4:						
	T					
Date of application/notification to the MS4 for construction site permit coverage:	Discharge Point(s):(*)					
Date	Latitude					
SECTION VI WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER	BODY OR THE RIPARIAN ZONE?					
Will the project require construction activities in a water body or the riparian zone?: (*)	No					
If Yes, describe scope of activity: (<)	describe scope of activity					
To a Clean Water Act 404 normit required?://*)						
Is a Clean Water Act 404 permit required?:(*)	Yes v					
Is a Clean Water Act 401 Water Quality Certification required?:(*)	Yes v					
SECTION VII NOI PREPARER INFORMATION First Name:(*) M.I.: Last Name:(*)	Company Name:(*)					
Clinton MI Smith	KYTC					
Mailing Address:(*) City:(*) 763 West New Circle Road Lexington	State:(*) Zip:(*) Kentucky V					
eMail Address:(*)	Business Phone: (*) Alternate Phone:					
clinton.smith@ky.gov	(859) 246-2355 Phone					
SECTION VIII ATTACHMENTS						
	Upleed file					
Facility Location Map:(*)	Upload file					
	Upload file Files EXHIBIT 4 DDAs-4.pdf (225KB) Remove					
	Files					
	Files Image: State of the					

Supplemental Information:	Files					
	Ser Ser					
SECTION IX CERTIFICATION						
I certify under penalty of law that this document and all attachments were pr qualified personnel properly gather and evaluate the information submitted. responsible for gathering the information submitted is, to the best of my kno for submitting false information, including the possibility of fine and imprisor	Based on my inquiry of t vledge and belief, true,	the person or persons who manage the accurate, and complete. I am aware that	system, or those persons directly			
Signature:(*)		Title:(*)				
Joshua Samples		Engineer Supervisor				
First Name:(*) M.	l.:	Last Name:(*)				
Joshua	II	Samples				
eMail Address:(*) Business Phone:(*)	Alternate Phone:	Signature Date:(*)			
joshua.samples@ky.gov (859) 246-2	355	Phone	10/24/2017			
		-				
Click to Save Values for Future Retrieval Click to Submit to D	EP					



Kentucky Transportation Cabinet

Highway District 7

And

(2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

WIDENING OF KY-4 (NEW CIRCLE ROAD) FROM GEORGETOWN ROAD TO BOARDWALK AVENUE

Project: PCN ## - ####

KPDES BMP Plan Page 1 of 14

Project information

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

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

Phone number: (2) Contact: (2)

Contractors agent responsible for compliance with the KPDES permit requirements (3):

- 4. Project Control Number (2)
- 5. Route (Address): West New Circle Road, Lexington, KY 40511
- 6. Latitude/Longitude (project mid-point): 38.074191, -84.509232
- 7. County (project mid-point): FAYETTE
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

A. Site description:

- 1. Nature of Construction Activity (from letting project description): WIDENING OF NEW CIRCLE ROAD FROM GEORGETOWN ROAD TO BOARDWALK AVENUE
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved: 173,581 CY
- 4. Estimate of total project area (acres): 31.4
- 5. Estimate of area to be disturbed (acres): 31.4
- 6. Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition (2)
- 8. Data describing existing discharge water quality (if any) (2)
- 9. Receiving water name: Cane Run Creek
- 10. TMDLs and Pollutants of Concern in Receiving Waters: (1DEA)
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12. Potential sources of pollutants:

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

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

B. Sediment and Erosion Control Measures:

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

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

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

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

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

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

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

C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

Good Housekeeping:

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

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

Hazardous Products:

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

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

The following product-specific practices will be followed onsite:

Petroleum Products:

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

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

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

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

> Fertilizers:

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

> Paints:

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

Concrete Truck Washout:

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

> Spill Control Practices

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

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

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

D. Other State and Local Plans

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

E. Maintenance

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

F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- > Inspection reports will be written, signed, dated, and kept on file.
- > Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

G. Non – Storm Water discharges

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

> Water from water line flushings.

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

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

H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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

_____2. (e) land treatment or land disposal of a pollutant;

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

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

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

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

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

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

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

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

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

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

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.

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed __

____title___ Typed or printed name²

signature

(3) Signed ______title_____, ____ Typed or printed name¹ 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, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) 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, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.

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: Address:

Phone:

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

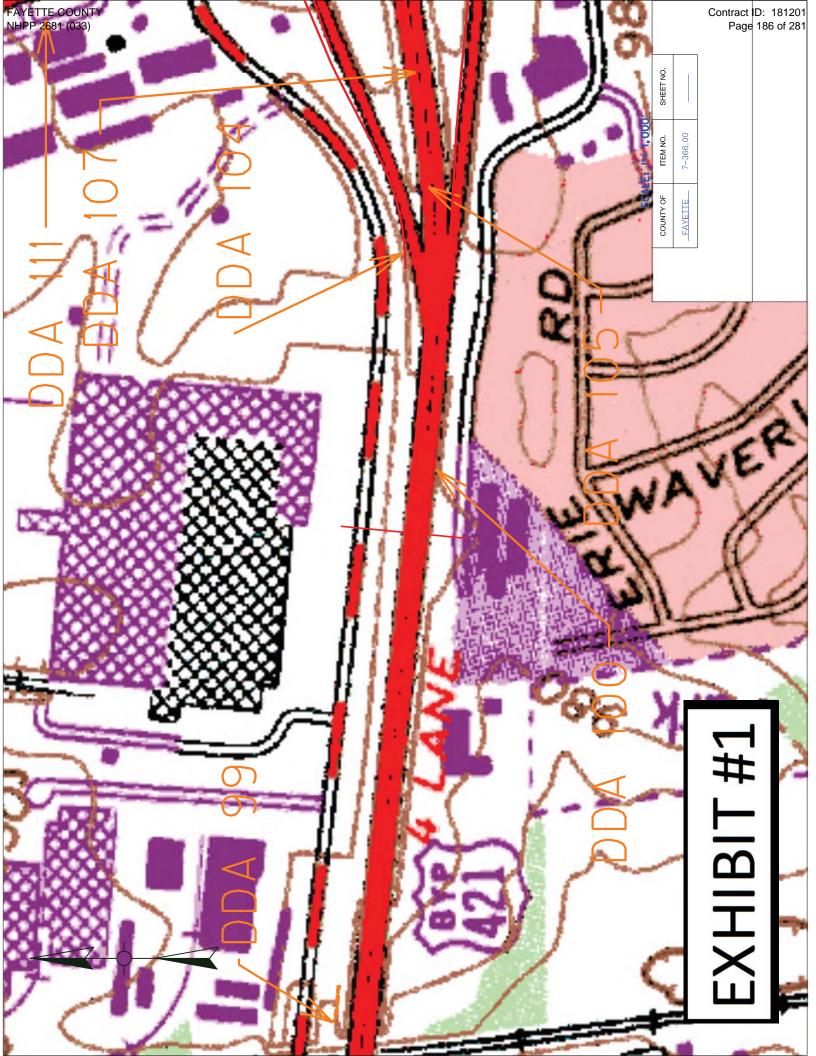
I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events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

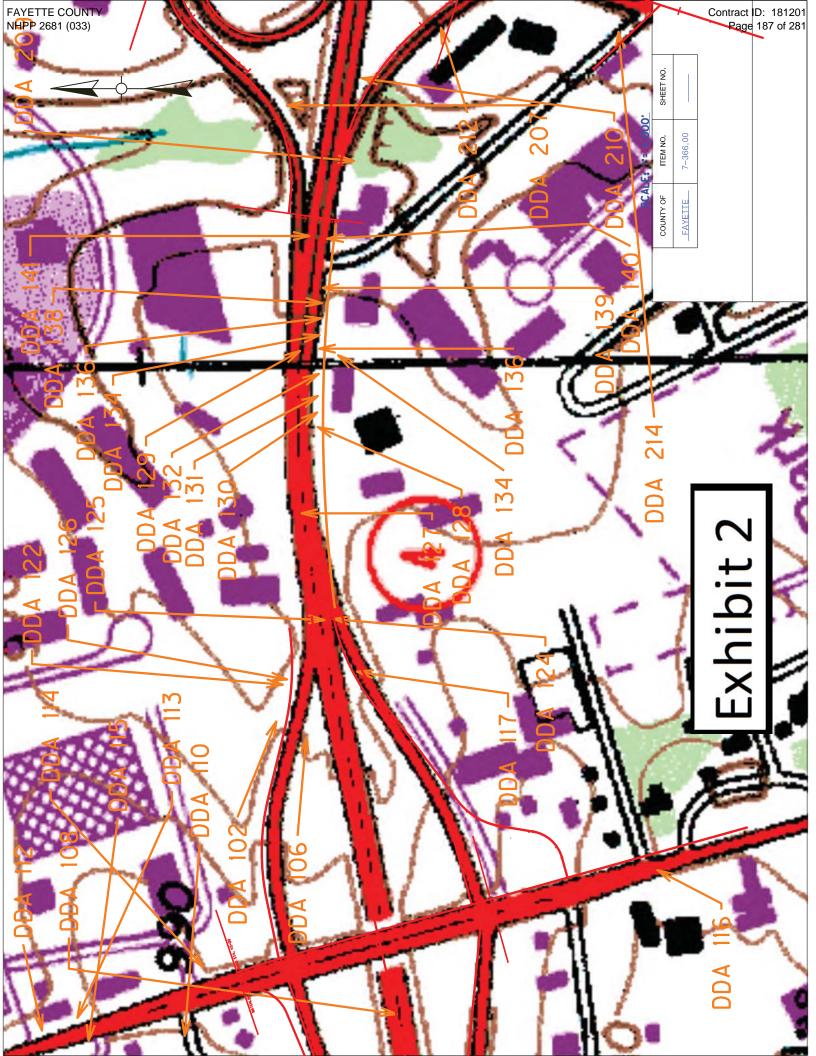
Signed _____title_____ Typed or printed name¹

signature

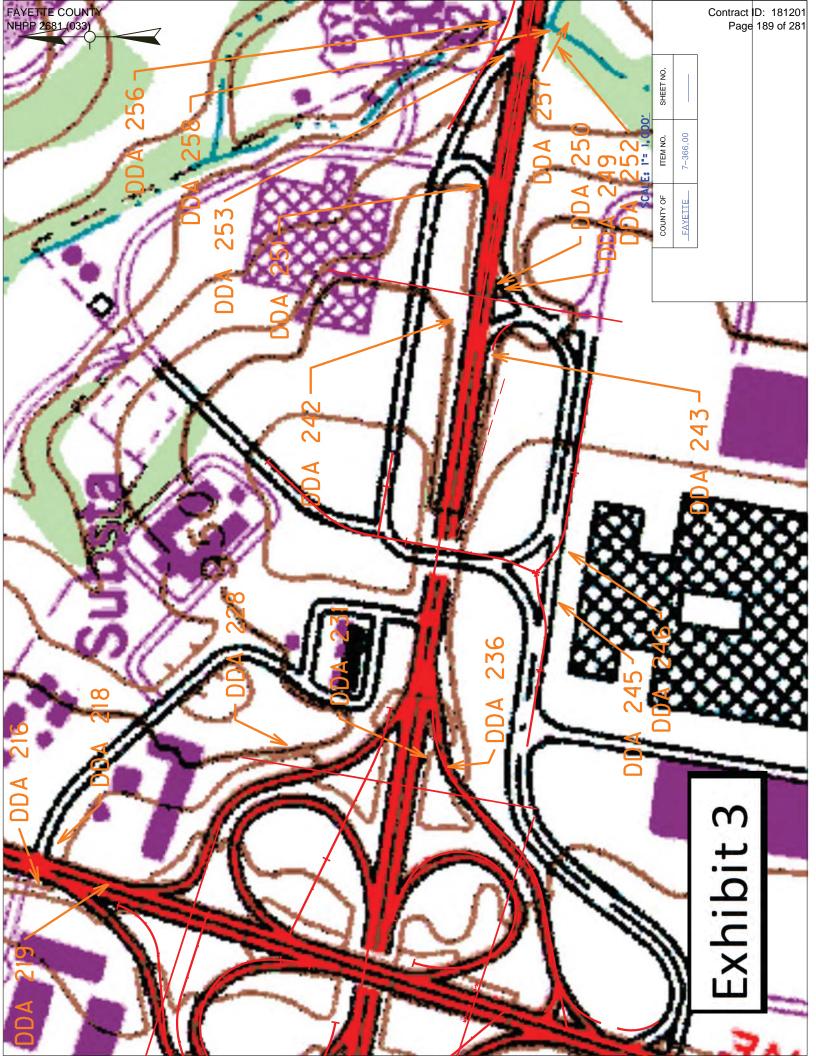
1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

_____, ______









KENTUCKY TRANSPORTATION CABINET COMMUNICATION ALL PROMISES (CAP)

Contract ID: 181201 Page 190 of 281

Page 1/2

Ite	m Number	County	Route	Project Manager
	7-0366.00	FAYETTE	KY 4	kytc\joshua.samples
_	7-0366.00	FAYETTE		kytc\joshua.samples
CAP #	Date of Promise 3/24/08	Requestor Phil Logsdon	Location of Promise: D-7	CAP Description PROJECT TEAM WILL CONSIDER NOISE ABATEMENT MEASURES AT THE INNER LOOP EXIT RAMP TO GEORGETOWN ROAD (BETWEEN THE RAMP AND LIMA DR.). THIS IS DISCUSSED AS "NOISE BARRIER A" IN THE TRAFFIC NOISE IMPACT ANALYSIS. THE FINAL DECISION ON NOISE ABATEMENT MEASURES WILL BE MADE AFTER COMPLETION OF PROJECT DESIGN AND THE PUBLIC INVOLVEMENT PROCESS.
2	9/5/14	Wenlencor, LLC by Joshua Samples	Parcel 24	The existing retaining wall will not be disturbed during construction.
3	10/6/17	Thornton Oil Corporation	Parcel 18	During construction, access to Thorntons shall be maintained and open at all times. If the Thorntons site has access to multiple roadways, at least one access point to each roadway shall be maintained and open at all times. Prior to construction, the contractor shall contact Scott Bell, Thorntons Inc., (502) 438-5861, Scott.Bell@thorntonsinc.com, to coordinate construction scheduling and entrance closures.
4	10/6/17	Thornton Oil Corporation, C/O Waffle House #1099	Parcel 19	During construction, access to the subject property shall be maintained and open at all times. If the Thorntons site has access to multiple roadways, at least one access point to each roadway shall be maintained and open at all times. Prior to construction, the contractor shall notify and correspond with the tenant of the subject property (Waffle House) to coordinate construction scheduling and entrance closures. Also, prior to construction, the contractor shall contact Scott Bell, Thorntons Inc., (502) 438-5861, Scott.Bell@thorntonsinc.com, to coordinate construction scheduling and entrance closures.
5	10/6/17	Speedway Super America LLC	Parcel 21	Any and all improvements within the Temporary Easement area that are negatively impacted shall be replaced in like- kind by the State's contractors, as defined in the KYTC Standard Specifications Manual, upon expiration of the Temporary Easement. This shall include all shrubs & other landscaping inside the Temporary Easement that are damaged or need to be removed during construction. It is further understood that the 2 existing light poles and the existing "Speedway" sign, all located inside the Temporary Easement area, are to remain in-place and operational during construction. KYTC shall coordinate all construction, maintenance, repair or removal of improvements in the temporary easement area with Speedway so as to minimize any interference with the use and enjoyment by Speedway. During the duration of the temporary easement, KYTC agrees to maintain a minimum of a half-width drive (at least 14') during the length of construction for the drives located along Georgetown Road.
6	10/6/17	Thornton Oil Corporation	Parcel 22	During construction, access to the subject property shall be maintained and open at all times. If the site has access to multiple roadways, at least one access point to each roadway shall be maintained and open at all times. Prior to construction, the contractor shall contact Scott Bell, Thorntons, Inc., (502) 438-5861, Scott.Bell@thorntonsinc.com, to coordinate construction scheduling and entrance closures.
7	10/6/17	Michael D. Kolenda	Parcel 25	Pavement within the temporary easement damaged as part of the project will be replaced in kind.

KENTUCKY TRANSPORTATION CABINET COMMUNICATION ALL PROMISES (CAP)

CAP #	Date of Promise	Requestor	Location of Promise:	CAP Description			
8	10/6/17	Cecil Chrystal	Parcel 29	Property within the temporary easement damaged as part of the project will be replaced in kind.			
9	10/6/17	Shade Tree Properties LLC	Parcel 59	Access to the property shall not be impaired by the easement, including (but not limited to) the entrance on Adcolor Dr. The Commonwealth and its contractors shall not create or allow dangerous conditions to exist as a result of this easement, whether through the storage of hazardous materials or construction equipment, and equipment/materials shall be secured at the end of each workday.			
10	10/4/17	Lexmark INTL Inc.	Parcel 50	The contractor shall contact John Archer, Lexmark Intl. Inc., (859) 232-4329, archer@lexmark.com, to coordinate construction scheduling involving Lexmark property.			

SPECIAL NOTE FOR PRE-BID CONFERENCE FAYETTE COUNTY 7-366.00 WIDEN NEW CIRCLE ROAD FROM GEORGETOWN ROAD TO BOARDWALK AVENUE

The Department will conduct a mandatory Pre-Bid Conference of the subject project on **Monday, February 19, 2017 at 10:00 AM Eastern** at;

Kentucky Transportation Cabinet District 7 Office Building 763 West New Circle Road Lexington, Kentucky 40512

Any company that is interested in bidding on the subject project or being part of a joint venture must be represented at the meeting by <u>one person of sufficient authority to</u> <u>bind the company</u>. No individual can represent more than one company. At the meeting a roster will be taken of the representatives present. Only companies represented at the conference will be eligible to have their bids opened at the date of letting.

The purpose of the conference is to familiarize all prospective bidders with the contract requirements of the contract.

Department of Highways officials present at the conference will answer questions concerning the project.

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 2016.

SUPPLEMENTAL SPECIFICATIONS

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link:

http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx

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

1I

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:

CodePay Item02671Portable Changeable Message Sign

Effective June 15, 2012

Pay Unit

Each

2E

SPECIAL NOTE FOR ROADBED STABILIZATION AT BRIDGE ENDS

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

1.0 DESCRIPTION. Due to the wet and yielding embankments commonly encountered at bridge ends, undercut the existing roadbed within the limits the Contract specifies and backfill.

2.0 MATERIALS.

2.1 Geotextile Fabric. Furnish Type III fabric conforming to Section 843.

3.0 CONSTRUCTION. After removing the existing pavement and base, undercut the existing roadbed under the traffic lanes and shoulders as the Engineer directs. The minimum undercut shall be one foot, except undercut depth may be reduced where rock embankment constructed principally of limestone is encountered. Place geotextile fabric in the bottom and against the sides and ends of the undercut. The Department will not require a minimum lap between adjacent sheets of geotextile fabric for the longitudinal joint under the pavement centerline. Backfill the undercut with one or more of the following materials;

- 1) Crushed limestone size No. 1, 2, 23, or 57; or
- 2) Layered composition of several limestone sizes, with larger sizes on the bottom.

Use Dense Graded Aggregate (DGA), Crushed Stone Base (CSB), or Stabilized Aggregate Base (SAB) in the top 4 inches, and only in the top 4 inches, of the backfill.

Place geotextile fabric between the coarse backfill material and the 4-inch upper layer.

Compact the backfill material by "walking down" with equipment, or other methods the Engineer approves. See attached drawing for details of backfill placement and drainage.

Waste all removed materials, not used for purposes the Contract or Engineer specifies or permits, off the right-of-way at no expense to the Department.

4.0 MEASUREMENT.

4.1 Removing Pavement. The Department will measure the quantity in square yards. The Department will consider the pavement to include existing pavement, existing asphalt patching, and existing DGA base.

4.2 Roadway Excavation. The Department will measure the quantity in cubic yards.

4.3 Backfilling Undercut. The Department will measure the quantity in cubic yards. The Department will not measure coarse aggregate for payment and will consider it incidental to this item of work.

4.4 Perforated Pipe. The Department will measure the quantity in linear feet.

4.5 Non-Perforated Pipe. The Department will measure the quantity in linear feet.

4.6 Geotextile Fabric, Type III. The Department will measure the quantity in square yards.

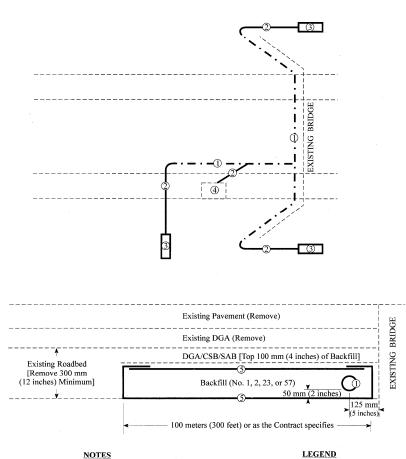
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

Code	Pay Item	Pay Unit
02091	Removing Pavement	Square Yard
01000	Perforated Pipe - 4 inches	Linear Foot
01010	Non-Perforated Pipe, 4 inches	Linear Foot
02235	Backfilling Undercut	Cubic Yard
02598	Fabric - Geotextile Type III	Square Yard

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

June 15, 2012

2E



BRIDGE END DRAINAGE AND STABILIZATION (DETAILS)

Contrary to Section 705 of the Standard Specifications, use only coarse aggregate for trench backfill.

Slope all pipe to drain to the outside. Provide a 1:24 (1/2":1") or greater slope for the outlet pipe.

The Department may require additional transverse drains within the stabilization area.

LEGEND

① 100-mm (4-inch) Perforated Pipe (2) 100-mm (4-inch) Non-perforated Pipe ③ Perforated Pipe Headwall (4) Existing Box Inlet ③Geotextile Fabric, Type III

SPECIAL NOTE FOR DRILLED SHAFTS

1.0 DESCRIPTION. Furnish all equipment, materials and labor necessary for constructing reinforced concrete drilled shafts in cylindrically excavated holes according to the details shown on the plans or as the Engineer directs. Construct the shaft to the lines and dimensions shown on the plans, or as the Engineer directs. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

2.1 Concrete. Use Class A Modified concrete unless otherwise shown on the plans. The slump at the time of placement shall be 6.5 to 9.5 inches, the coarse aggregate shall be size 67, 68, 78, 8 or 9M, and the water/cementitious material ratio shall not exceed 0.45. Include water reducing and retarding admixtures. Type F high range water reducers used in combination with retarding admixtures or Type G high range water reducers fully meeting trial batch requirements are permitted and Class F fly ash is permitted in conformance with Section 601. Design the mix such that the concrete slump exceeds 4 inches at 4 hours after batching. If the estimated concrete transport, plus time to complete placement, exceeds 4 hours, design the concrete to have a slump that exceeds 4 inches or more for the greater time after batching and demonstrate that the slump requirement can be achieved after the extended time period using a trial batch.

Perform trial batches prior to beginning drilled shaft construction in order to demonstrate the adequacy of the proposed concrete mix. Demonstrate that the mix to be used will meet the requirements for temperature, slump, air content, water/cementitious material ratio, and compressive strength. Use the ingredients, proportions and equipment (including batching, mixing, and delivery) to be used on the project. Make at least 2 independent consecutive trial batches of 3 cubic yards each using the same mix proportions and meeting all specification requirements for mix design approval. Submit a report containing these results for slump, air content, water/cement ratio, temperature, and compressive strength and mix proportions for each trial batch to the Engineer for review and approval. Failure to demonstrate the adequacy of the concrete mix, methods, or equipment to the Engineer is cause for the Engineer to require appropriate alterations in concrete mix, equipment, and/or method by the Contractor to eliminate unsatisfactory results. Perform additional trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment.

2.2 Steel Reinforcement. Provide Grade 60 deformed bars conforming to Section 811 of the Standard Specifications. Rail steel is permitted for straight bars only. Place according to Section 602 of the Standard Specifications, this Special Note, and the plans. Use non-corrosive centering devices and feet to maintain the specified reinforcement clearances.

2.3 Casings. Provide casing meeting the requirements of ASTM A 252 Grade 2 or better unless otherwise specified. Ensure casing is smooth, clean, watertight, true and straight, and of ample strength to withstand handling, installation, and extraction stresses and the pressure of both concrete and the surrounding earth materials. Ensure the outside diameter of casing is not less than the specified diameter of shaft.

Use only continuous casings. Cut off the casing at the prescribed elevation and trim to within tolerances prior to acceptance. Extend casing into bedrock a sufficient distance to stabilize the shaft excavation against collapse, excessive deformation, and/or flow of water if required and/or shown on the plans.

Install from the work platform continuous casing meeting the design thickness requirements, but not less than 3/8 inch, to the elevations shown on the plans. When drilled

shafts are located in open water areas, extend casings above the water elevation to the plan tip elevation to protect the shaft concrete from water action during concrete placement and curing. All casing is permanent unless temporary casing is specified in the contract drawings or documents. Permanent casing is incidental to the applicable drilled shaft unit bid price unless noted otherwise in the contract. Temporary casing may be required for drilled shafts not socketed into bedrock. If temporary surface casings are used, extend each casing up to the work platform. Remove all temporary surface casing prior to final acceptance unless otherwise permitted by the Central Office Construction Engineer.

Ensure casing splices have full penetration butt welds conforming to the current edition of AWS D1.1 with no exterior or interior splice plates and produce true and straight casing.

2.4 Slurry. When slurry is to be used for installation of the Drilled Shaft, submit a detailed plan for its use and disposal. The plan should include, but not be limited to the following:

- 1) Material properties
- 2) Mixing requirements and procedures
- 3) Testing requirements
- 4) Placement procedures
- 5) Disposal techniques

Obtain the Central Office Division of Construction's approval for the slurry use and disposal plan before installing drilled shafts.

2.5 Tremies. Provide tremies of sufficient length, weight, and diameter to discharge concrete at the shaft base elevation. Ensure the tremie diameter is least 6 times the maximum size coarse aggregate to be used in the concrete mix and no less than 10 inches. Provide adequate wall thickness to prevent crimping or sharp bends that restrict concrete placement. Support tremies used for depositing concrete in a dry drilled shaft excavation so that the free fall of the concrete does not cause the shaft excavation to cave or slough. Maintain a clean and smooth tremie surface to permit both flow of concrete and unimpeded withdrawal during concrete placement. Do not allow any aluminum parts to contact the concrete. Construct tremies used to deposit concrete for wet excavations so that they are watertight and will readily discharge concrete.

2.6 Concrete Pumps. Provide pump lines with a minimum diameter of 5 inches and watertight joints.

2.7 Drop Chutes. Do not use aluminum drop chutes.

3.0 CONSTRUCTION.

3.1 Preconstruction.

- **3.1.1 Prequalification.** The Department will require prequalification by the Division of Construction Procurement before accepting a bid for the construction of Drilled Shafts.
- **3.1.2 Pre-Bid Inspection.** Inspect both the project site and all subsurface information, including any soil or rock samples, prior to submitting a bid. Contact the Geotechnical Branch (502-564-2374) to schedule a viewing of the subsurface information. Failure to inspect the project site and view the

11C

subsurface information will result in the forfeiture of the right to file a claim based on site conditions and may result in disqualification from the project.

- **3.1.3 Drilled Shaft Installation Plan.** Upon request, the Department will review a Drilled Shaft Installation Plan. Submit the plan no later than 45 calendar days prior to constructing drilled shafts. Items covered in this plan should include, but not be limited to the following:
 - 1) Name and experience record of jobsite drilled shaft superintendent and foremen in charge of drilled shaft operations for each shift.
 - List and size of proposed equipment including cranes, drills, augers, bailing buckets, final cleaning equipment, de-sanding equipment, slurry pumps, core sampling equipment, tremies or concrete pumps, casings, etc.
 - 3) Details of overall construction operation sequence and the sequence of shaft construction in the bents or groups.
 - Details of shaft excavation methods including methods to over-ream or roughen shaft walls, if necessary.
 - Details of slurry when the use of slurry is anticipated. Include methods to mix, circulate, and de-sand the proposed slurry. Provide details of proposed testing, test methods, sampling methods, and test equipment.
 - Details of proposed methods to clean shaft and inside of casing after initial excavation.
 - 7) Details of reinforcement handling, lifting, and placement including support and method to center in shaft. Also include rebar cage support during concrete placement and temporary casing removal.
 - 8) Details of concrete placement including procedures for concrete tremie or pump. Include initial placement, raising during placement, and overfilling of the shaft to expel contaminated concrete.
 - 9) Required submittals including shop drawings and concrete design mixes.
 - 10) Other information shown in the plans or requested by the Engineer.
 - 11) Special considerations for wet construction.
 - 12) Details of environmental control procedures to protect the environment from discharge of excavation spoil, slurry (natural and mineral), and concrete over-pour.

The Division of Construction will review the submitted procedure and provide comments and recommendations. The Contractor is responsible for satisfactory construction and ultimate performance of the Drilled Shaft.

3.2 General Construction. Construct drilled shafts as indicated in the plans or described in this Special Note by either the dry or wet method. When the plans describe a particular method of construction, use this method unless the Engineer permits otherwise. When the plans do not describe a particular method, propose a method on the basis of its suitability to the site conditions. Approval of this proposed method is contingent upon the satisfactory results of the technique shaft.

The construction of the first drilled shaft or technique shaft will be used to determine if the methods and equipment used by the contractor are sufficient to produce a completed shaft meeting the requirements of the plans and specifications. Ability to control dimensions and alignment of excavations within tolerances; to seal the casing into impervious materials; to prevent caving or deterioration of subsurface materials by the use of slurry or other means; to properly clean the completed shaft excavation; to construct excavations in open water areas when required by the plans; to establish methods for belling or over-reaming when required by the plans; to determine the elevation of ground water; to satisfactorily handle, lift, place, and support the reinforcement cage; to satisfactorily place concrete meeting the specifications within the prescribed time frame; and to satisfactorily execute any other necessary construction operations will be evaluated during construction of the first shaft(s). Revise the methods and equipment as necessary at any time during the construction of the first shaft when unable to satisfactorily carry out any of the necessary operations described above or unable to control the dimensions and alignment of the shaft excavation within tolerances. Accurately locate technique so they may be used in the finished structure unless directed otherwise in the contract document or by the Engineer.

If at any time the Contractor fails to satisfactorily demonstrate, to the satisfaction of the Engineer, the adequacy of methods or equipment and alterations are required, additional technique shafts will be required at no additional cost to the Department and with no extension of contract time. Additional technique shafts shall be located as near as possible to the proposed production shafts but in a location as not to interfere with other construction activities. Once approval has been given to construct production shafts, no changes will be permitted in the methods or equipment used to construct the satisfactory shaft without written approval of the Engineer.

Do not make a claim against the Department for costs of construction delays, or any materials, labor, or equipment that may be necessary due to the Contractor's failure to furnish drilled shafts of a length sufficient to obtain the required bearing values, or for variations in length due to subsurface conditions that may be encountered. Soundings, boring logs, soil profiles, or other subsurface data included in the Contract documents are used by the Department for design and making preliminary estimates of quantities and should be used only at the risk of the Contractor for determining equipment, materials, or labor necessary for drilling shafts as required by the contract.

When necessary, set temporary removable surface casing. Use surface casing of sufficient length to prevent caving of the surface soils and to aid in maintaining shaft position and alignment. Pre-drilling with slurry and/or over-reaming to the outside diameter of the casing may be required to install the surface casing at some sites.

Provide equipment capable of constructing shafts to the deepest shaft depth shown in the plans plus 15 feet, 20 percent greater than the longest shaft (measured from the ground or water surface to the tip of the shaft), or 3 times the shaft diameter, whichever is greater. Blasting excavation methods are not permitted.

Use permanent casing unless otherwise noted in the Contract. Place casing as shown on the plans before beginning excavation. If full penetration cannot be attained, the Engineer may direct that excavation through the casing be accomplished and the casing advanced until reaching the plan tip elevation. In some cases, over-reaming to the outside diameter of the casing may be required before placing the casing. Cut off the casing at the prescribed elevation and leave the remainder of the casing in place. Do not use vibratory hammers for casing installation within 50 feet of shafts that have been completed less than 24 hours.

3.2.1 Dry Construction Method. Use the dry construction method only at sites where the ground water table and soil conditions (generally stiff to hard clays or rock above the water table) make it feasible to construct the shaft in a relatively dry excavation and where the sides and bottom of the shaft are stable and may be visually inspected by the Engineer prior to placing the concrete. The dry construction method consists of drilling the shaft excavation, removing accumulated seepage water and loose material from the excavation, and placing the shaft concrete in a relatively dry excavation.

3.2.2 Wet Construction Method. Use the wet construction method at all sites where it is impractical to excavate by the dry method. The wet construction method consists of drilling the shaft excavation below the water table, keeping the shaft filled with water (including natural slurry formed during the drilling process) or slurry as defined in part 2.4 of this Special Note, desanding and cleaning the slurry as required, final cleaning of the excavation by means of a bailing bucket, air lift, submersible pump or other approved devices and placing the shaft concrete (with a tremie or concrete pump beginning at the shaft bottom) which displaces the water or slurry as concrete is placed.

Where drilled shafts are located in open water areas, construct the shafts by the wet method using casings extending from above water elevation to the plan casing tip elevation to protect the shaft concrete from water action during placement and curing. Install the casing in a manner that will produce a positive seal at the bottom of the casing.

3.3 Slurry. When the Contractor elects to use slurry, adjust construction operations so that the slurry is in contact with the bottom 5 feet of the shaft for less than 4 hours unless the Engineer approves otherwise. If the 4-hour limit is exceeded, over-ream the bottom 5 feet of shaft.

3.4 Cleaning. Over-reaming, cleaning, or wire brushing the sidewalls of the shaft excavation and permanent casings may be necessary to remove the depth of softening or to remove excessive slurry cake buildup as indicated by sidewall samples or other test methods employed by the Engineer. Over-ream around the perimeter of the excavation a minimum depth of 1/2 inch and maximum depth of 3 inches.

3.5 Subsurface Exploration. Take subsurface exploration borings when shown on the plans or as the Engineer directs to determine the character of the material that the shaft extends through and the material directly below the shaft excavation. Complete subsurface exploration borings prior to beginning excavation for any drilled shaft in a group. Unless directed otherwise, extend subsurface exploration borings a minimum depth of 3 shaft diameters but not less than 10 feet below the bottom of the anticipated tip of drilled shaft excavation as shown on the plans. For subsurface exploration borings where soil sampling is required use thin-wall tube samples and perform standard penetration tests according to the Department's current Geotechnical Manual. When shafts extend into bedrock, soil samples are not required unless otherwise specified. Perform rock core drilling according to the Department's Geotechnical Manual. When the Engineer directs, perform additional subsurface exploration borings prior to drilled shaft construction. Measure soil samples and/or rock cores and visually identify and describe them on the subsurface log according to the Department's current Geotechnical Manual. Subsurface exploration borings must be performed by contractors/consultants prequalified by the Department's Division of Professional Services for Geotechnical Drilling Services at the time that field work begins.

The Engineer or geotechnical branch representative may be on-site during the subsurface exploration process to evaluate the soil and/or rock core samples. The Engineer or geotechnical branch representative will determine the need to extend the borings to depths greater than the depths previously specified. Handle, label, identify, and store soil and/or rock samples according to the Department's current Geotechnical Manual and deliver them with the subsurface logs to the geotechnical branch's rock core lab in Frankfort within 24-hours of completing the borings, unless directed otherwise.

The Engineer will inspect the soil samples and/or cores and determine the final depth of required excavation (final drilled shaft tip elevation) based on evaluation of the material's suitability. The Engineer will establish the final tip elevations for shaft locations, other than

11C

11C

those for which subsurface exploration borings have been performed, based on the results of the subsurface exploration. Within 15 calendar days after completion of the subsurface exploration borings, the Engineer will notify the contractor of the final tip elevations for shaft locations.

3.6 Excavations. The plans indicate the expected depths, the top of shaft elevations, and the estimated bottom of shaft elevations between which the drilled shaft are to be constructed. Drilled shafts may be extended deeper when the Engineer determines that the material encountered while drilling the shaft excavation is unsuitable and/or is not the same as anticipated in the design of the drilled shaft. Drilled shafts may be shortened when the Engineer determines the material encountered is better than that anticipated.

Begin drilled shaft excavation the excavation, excavation inspection, reinforcement placement, and concrete placement can be completed as one continuous operation. Do not construct new shafts within 24 hours adjacent to recently completed shafts if the center-to-center spacing is less than 3 shaft diameters.

Dispose of excavated material removed from the shaft according to the Standard Specifications or the contract documents.

Do not allow workmen to enter the shaft excavation for any reason unless both a suitable casing has been installed and adequate safety equipment and procedures have been provided to the workmen entering the excavation. Recommended Procedures for the Entry of Drilled Shaft Foundation Excavations, prepared by ADSC: The International Association of Foundation Drilling provides guideline recommendations for down-hole entry of drilled excavations.

3.7 Obstructions. Remove subsurface obstructions at drilled shaft locations. Such obstructions may include man-made materials such as old concrete foundations or natural materials such as boulders. Blasting is not permitted.

3.8 Inspections of Excavations. Provide equipment for checking the dimensions and alignment of each shaft excavation. Determine the dimensions and alignment of the shaft excavation under the observation and direction of the Engineer. Provide equipment necessary to verify shaft cleanliness for the method of inspection selected by the Engineer.

Measure final shaft depths with a weighted tape or other approved methods after final cleaning. Ensure the base of each shaft has less than ¹/₂ inch of sediment at the time of concrete placement. For dry excavations, do not allow the depth of water to exceed 3 inches for tremie or pump methods of concrete placement. Verify shaft cleanliness to the Engineer using direct visual inspection or other method the Engineers determines acceptable. Video camera or underwater inspection procedures may be used if specified in the plans. Inspect the side surfaces of rock sockets to ensure they are rough and of such condition to ensure bond between the shaft concrete and the rock. Calipers, bent rods, or other devices may be used to inspect the diameter and roughness of rock sockets. When the Engineer directs, mechanically roughen surfaces found to be smooth.

3.9 Reinforcing Steel Cage Fabrication and Placement. Assemble the reinforcing steel cage, consisting of longitudinal bars, ties, spirals, cage stiffener bars, spacers, centering devices, and other necessary appurtenances and place as a prefabricated unit immediately after the shaft excavation is inspected and accepted, and just prior to concrete placement.

Tie the reinforcing steel with 100 percent double-wire ties and provide support so that it will remain within allowable tolerances for position. Locate splices as shown on the plans. Splice no more than 50 percent of the longitudinal reinforcing within 2-lap splice lengths of any location or within 3 feet of the splice location if approved mechanical connectors are used. All splices are to be in accordance with plan details. Use bands, temporary cross ties,

etc. as required to provide a reinforcement cage of sufficient rigidity to prevent racking, permanent deformations, etc. during installation.

Use concrete centering devices or other approved non-corrosive centering devices at sufficient intervals along the length of the reinforcement cage to ensure concentric spacing for the entire cage length. As a minimum, provide a set of non-corrosive centering devices at intervals not exceeding 5 feet throughout the length of the shaft. When the size of the longitudinal reinforcement exceeds one inch in diameter the minimum spacing may be increased to 10 feet. As a minimum, provide a set of centering devices within 2 feet of the top and 2 feet of the bottom of the shaft. In addition provide one set of centering devices 2 feet above and 2 feet below each change in shaft diameter. Provide feet (bottom supports) at the bottom of the shaft on vertical bars. As a minimum, provide non-corrosive centering devices at 60 degree intervals around the circumference of the shaft to maintain the required reinforcement clearances. Ensure the centering devices maintain the specified annular clearance between the outside of the reinforcing cage and the side of the excavated hole or casing.

Concrete centering devices and feet will be constructed of concrete equal in quality and durability to the concrete specified for the shaft. Use epoxy coated centering devices fabricated from reinforcing steel. Use feet (bottom supports) of adequate size and number to assure the rebar cage is the proper distance above the bottom as determined by part 3.11 3) of this Special Note. The feet are not intended to support the weight of the cage. In the event that the shaft has been excavated below the anticipated tip elevation, extend the reinforcing cage at the tip (low) end by lap splices, mechanical connectors, or welded splices conforming to the Standard Specifications. In this instance, splices need not be staggered and 100 percent of the reinforcing bars may be spliced at a given location. The bottom 12 inches of the shaft may not be reinforced when below plan tip elevation.

During concrete placement, support the reinforcing cage at or near the top of shaft such that the concrete feet are positioned approximately one inch above the bottom of shaft excavation. Not sooner than 24 hours after the completion of concrete placement, remove temporary supports. Provide the needed equipment, including extra cranes if necessary, to provide this cage support.

Prior to placing the reinforcement cage, demonstrate to the satisfaction of the Engineer that the fabrication and handling methods to be used will result in a reinforcing cage placed in the proper position, with the proper clearances, and without permanent bending, squashing, or racking of the reinforcement cage. During this demonstration bring the cage to an upright position, lower into a shaft excavation, and support as if for concrete placement.

Check the elevation of the top of the reinforcing cage before and after the concrete is placed. If the reinforcing cage is not maintained within the specified tolerances, correct to the satisfaction of the Engineer. Do not construct additional shafts until the contractor has modified his reinforcing cage support to obtain the required tolerances.

3.10 Concrete Placement. Place concrete according to the applicable portions of the Standard Specifications and with the requirements set forth herein. Do not apply the provisions of the Special Note 6U for Structural Mass Concrete.

Place concrete as soon as practical after reinforcing steel placement but no later than 4 hours after completion of the shaft excavation. Place concrete continuously from the bottom to above the top elevation of the shaft. For shafts that extend above ground or water surface, place concrete continuously after the shaft is full until good quality concrete is evident at the top of the shaft. Form any portion of the shaft above ground with a removable form or other approved method to the dimensions shown on the plans.

For shafts constructed in the wet with the top of the shaft below the water surface and below top of casing, place concrete to approximately one shaft diameter but no less than 2 feet above the top of shaft elevation. Remove contaminated concrete and deleterious material, as

11C

determined by the Engineer, accumulated above the top of shaft elevation immediately after completing concrete placement. Deleterious material and contaminated concrete may be airlifted under a head of water or slurry provided that the head is maintained at or near the exterior water surface elevation. Carefully remove any concrete remaining above plan top of shaft after curing and excess casing removal.

Place concrete either by free fall, through a tremie, or concrete pump. Use the free fall placement method in dry holes only. The maximum height of free fall placement is 20 feet. Do not allow concrete placed by free fall to contact either the reinforcing cage or hole sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Place concrete in the shaft in one continuous operation. Maintain a minimum slump of 4 inches or more throughout the placement for 4 hours after batching. Adjust approved admixtures in the concrete mix for the conditions encountered on the job so that the concrete remains in a workable plastic state throughout the placement. Perform slump loss tests to demonstrate that the concrete will maintain a 4-inch or greater slump for a period of time equal to the estimated transport plus the 2-hour placement time, but not less than 4 hours.

When the Engineer determines the concrete placement methods and/or equipment during construction of any technique and/or production shafts to be inadequate, make appropriate alterations to eliminate unsatisfactory results.

Drilled shafts not meeting the concrete placement requirements of this Special Note or contract plans are unacceptable. Correct all unacceptable completed shafts to the satisfaction of the Engineer.

3.10.1 Tremie Placement. Tremies may be used for concrete placement in either wet or dry holes. Extend the tremie to the shaft base elevation before starting underwater placement. Valves, bottom plates, or plugs may be used only if concrete discharge can begin approximately 2 inches above the excavation bottom. Remove plugs from the excavation unless otherwise approved by the Engineer. Maintain tremie discharge at or near the bottom of excavation as long as practical during concrete placement. Immerse tremie discharge end as deep as practical in the concrete but not less than 10 feet.

If at any time during the concrete pour the tremie line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete surface, the entire drilled shaft is considered defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or overreaming as directed by the Engineer, and repour the shaft.

3.10.2 Pumped Concrete. Concrete pumps and lines may be used for concrete placement in either wet or dry excavations. Do not begin concrete placement until the pump line discharge orifice is at the shaft base elevation.

For wet excavations, use a plug or similar device to separate the concrete from the fluid in the hole until pumping begins. Remove the plug unless otherwise approved by the engineer.

Ensure the discharge orifice remains at least 10 feet below the surface of the fluid concrete. When lifting the pump line during concrete placement, reduce the line pressure until the orifice has been repositioned at a higher level in the excavation.

If at any time during the concrete pour the pump line orifice is removed from the fluid concrete column and discharges concrete above the rising concrete level, the Department will consider the shaft defective. In such case, remove the reinforcing cage and concrete, complete any necessary sidewall cleaning or overreaming as the Engineer directs, and repour the shaft. **3.10.3 Drop Chutes.** Drop chutes may be used to direct placement of free fall concrete in excavations where the maximum depth of water does not exceed one inch. Do not use the free fall method of placement in wet excavations. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. Reduce the height of free fall and/or reduce the rate of concrete flow into the excavation if the concrete placement causes the shaft excavation to cave or slough, or if the concrete strikes the reinforcing cage or sidewall. When the Engineer determines free fall placement cannot be accomplished satisfactorily, use either tremie or pumping to accomplish the pour.

3.11 Construction Tolerances. The following construction tolerances apply to drilled shafts unless otherwise stated in the contract document:

- 1) Construct drilled shaft within 3 inches of plan position in the horizontal plane at the top of the shaft.
- 2) Do not vary the vertical alignment of a shaft excavation from the plan alignment by more than 1/4 inch per foot of depth or 6 inches total.
- 3) Maintain the top of the reinforcing steel cage no more than 6 inches above and no more than 3 inches below plan position.
- 4) All casing diameters shown on the plans refer to O.D. (outside diameter) dimensions. The casing dimensions are subject to American Pipe Institute tolerances applicable to regular steel pipe. A casing larger in diameter than shown in the plans may be used, at no additional cost, with prior approval by the Department.
- 5) Maintain the top of shaft concrete within ± 3 inches from the plan top of shaft elevation, measured after excess shaft concrete has been removed.
- 6) Design excavation equipment and methods so that the completed shaft excavation will have a planar bottom. Maintain the cutting edges of excavation equipment normal to the vertical axis of the equipment within a tolerance of $\pm 3/8$ inch per foot of diameter. The tip elevation of the shaft has a tolerance of ± 6 inches from final shaft tip elevation unless otherwise specified in the plans.

Drilled shaft excavations and completed shafts not constructed within the required tolerances are unacceptable. Correct all unacceptable shaft excavations and completed shafts to the satisfaction of the Engineer. When a shaft excavation is completed with unacceptable tolerances, present corrective measures designed by a registered Professional Engineer for approval.

4.0 MEASUREMENT.

4.1 Drilled Shafts. The Department will not measure for payment any trial batches required to demonstrate the adequacy of the concrete mix, method, or equipment; concrete required to fill an oversized casing or oversized excavation; obstruction removal; over-reaming or sidewall cleaning; inspection work or inspection equipment; materials or work necessary, including engineering analyses and redesign, to alter unacceptable work methods or to complete corrections for unacceptable work; and will consider them incidental to the Drilled Shaft. Unless noted otherwise in the contract documents, casing is incidental to the drilled shaft.

4.1.1 Drilled Shaft, Common. The Department will measure the length, in linear feet, of drilled shaft above the top of rock elevation shown on the plans. The

11C

Department will consider this quantity Drilled Shaft, Common regardless of the character of material actually encountered.

4.1.2 Drilled Shafts, Solid Rock. The Department will measure the length, in linear feet, of drilled shaft below the top of rock elevation shown on plans. The Department will consider this quantity Drilled Shafts, Solid Rock regardless of the character of material actually encountered during excavation.

4.2 Technique Shaft. The Department will pay for technique shaft at the contract unit price per each as detailed on the plans or as directed by the Engineer. This will constitute full compensation for all costs incurred during installation as described herein for 'Drilled Shaft' or in the contract documents. No additional compensation beyond the number of technique shafts allowed for in the plans will be permitted for additional technique shafts required because of failure to demonstrate adequacy of methods.

4.3 Rock Coring and Rock Sounding. The Department will measure Rock Sounding and Rock Coring shown on the plans, as specified in part 3.5 of this Special Note, and as the Engineer directs, in linear feet to the nearest 0.1-foot. If soil samples are specified in the contract documents they will be incidental to the unit price bid for Rock Sounding. The Department will not measure or pay for subsurface exploration performed deeper than the elevations indicated on the plans and/or in this Special Note, unless directed by the Engineer, and will consider it incidental to these items of work. Additionally, the Department will consider all mobilization, equipment, labor, incidental items, and operations necessary to complete the boring operations incidental to these items of work.

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

Code	Pay Item	Pay Unit
	Drilled Shaft, Diameter*, Common	Linear Foot
	Drilled Shaft, Diameter*, Solid Rock	Linear Foot
	Technique Shaft	Each
20745ED	Rock Sounding	Linear Foot
20746ED	Rock Coring	Linear Foot

* See Plan Sheets for sizes of shafts.

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

June 15, 2012

SPECIAL NOTE FOR ROCK BLASTING

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

1.0 DESCRIPTION. This work consists of fracturing rock and constructing stable final rock cut faces using presplit blasting and production blasting techniques.

2.0 MATERIALS. Deliver, store, and use explosives according to the manufacturer's recommendations and applicable laws. Do not use explosives outside their recommended use date. Verify date of manufacture and provide copies of the technical data sheets (TDS) and material safety data sheets (MSDS) to the Engineer. Explosives and initiating devices include, but are not necessarily limited to, dynamite and other high explosives, slurries, water gels, emulsions, blasting agents, initiating explosives, detonators, blasting caps, and detonating cord.

3.0 CONSTRUCTION. Furnish copies or other proof of all-applicable permits and licenses. Comply with Federal, State, and local regulations on the purchase, transportation, storage, and use of explosive material. Regulations include but are not limited to the following:

- 1) KRS 351.310 through 351.9901.
- 2) 805 KAR 4:005 through 4:165
- 3) Applicable rules and regulations issued by the Office of Mine Safety and Licensing.
- 4) Safety and health. OSHA, 29 CFR Part 1926, Subpart U.
- 5) Storage, security, and accountability. Bureau of Alcohol, Tobacco, and Firearms (BATF), 27 CFR Part 181.
- 6) Shipment. DOT, 49 CFR Parts 171-179, 390-397.

3.1 Blaster-in-Charge. Designate in writing a blaster-in-charge and any proposed alternates for the position. Submit documentation showing the blaster-in-charge, and alternates, have a valid Kentucky blaster's license. Ensure the blaster-in-charge or approved alternate is present at all times during blasting operations.

3.2 **Blasting Plans.** Blasting plans and reports are for quality control and record keeping purposes. Blasting reports are to be signed by the blaster-in-charge or the alternate blaster-in-charge. The general review and acceptance of blasting plans does not relieve the Contractor of the responsibility whatsoever for conformance to regulations or for obtaining the required results. All blasting plans shall be submitted to the Engineer. The Engineer will be responsible for submitting the plan to the Central Office Division of Construction and the Division of Mine Reclamation and Enforcement, Explosives and Blasting Branch at the following address: 2 Hudson Hollow, Frankfort, Kentucky, 40601.

A) General Blasting Plan. Submit a general blasting plan for acceptance at least 15 working days before drilling operations begin. Include, as a minimum, the following safety and procedural details:

- 1) Working procedures and safety precautions for storing, transporting, handling, detonating explosives. Include direction on pre and post blast audible procedures, methods of addressing misfires, and methods of addressing inclement weather, including lightning.
- 2) Proposed product selection for both dry and wet holes. Furnish Manufacturer's TDS and MSDS for all explosives, primers, initiators, and other blasting devices.
- 3) Proposed initiation and delay methods.
- 4) Proposed format for providing all the required information for the site specific blasting shot reports.
- **B) Preblast Meeting.** Prior to drilling operations, conduct a preblast meeting to discuss safety and traffic control issues and any site specific conditions that will need to be addressed. Ensure, at a minimum, that the Engineer or lead inspector, Superintendent, blaster-in-charge, and all personnel involved in the blasting operation are present. Site specific conditions include blast techniques; communication procedures; contingency plans and equipment for dealing with errant blast material. The conditions of the General Blasting plan will be discussed at this meeting. Record all revisions and additions made to the blasting plan and obtain written concurrence by the blaster-in-charge. Provide a copy of the signed blast plan to the Engineer along with the sign in sheet from the preblast meeting.

3.3 Preblast Condition Survey and Vibration Monitoring and Control. Before blasting, arrange for a preblast condition survey of nearby buildings, structures, or utilities, within 500 feet of the blast or that could be at risk from blasting damage. Provide the Engineer a listing of all properties surveyed and any owners denying entry or failing to respond. Notify the Engineer and occupants of buildings at risk at least 24 hours before blasting.

Limit ground vibrations and airblast to levels that will not exceed limits of 805 KAR 4:005 through 4:165. More restrictive levels may be specified in the Contract.

Size all blast designs based on vibration, distance to nearest building or utility, blast site geometry, atmospheric conditions and other factors. Ground vibrations are to be controlled according to the blasting standards and scaled distance formulas in 805 KAR 4:020 or by the use of seismographs as allowed in 805 KAR 4:030. The Department will require seismographs at the nearest allowable location to the protected site when blasting occurs within 500 feet of buildings, structures, or utilities.

3.4 Blasting. Drill and blast at the designated slope lines according to the blasting plan. Perform presplitting to obtain smooth faces in the rock and shale formations. Perform the presplitting before blasting and excavating the interior portion of the specified cross section at any location. The Department may allow blasting for fall benches and haul roads prior to presplitting when blasting is a sufficient distance from the final slope and results are satisfactory to the Engineer. Use the types of explosives and blasting accessories necessary to obtain the required results.

Free blast holes of obstructions for their entire depth. Place charges without caving the blast hole walls. Stem the upper portion of all blast holes with dry sand or other granular material passing the 3/8-inch sieve. Dry drill cuttings are acceptable for stemming when blasts are more than 800 feet from the nearest dwelling.

Stop traffic during blasting operations when blasting near any road and ensure traffic does not pass through the Danger Zone. The blaster-in-charge will define the Danger Zone prior to each blast. Ensure traffic is stopped outside the Danger Zone, and in no case within 800 feet of the blast location.

Following a blast, stop work in the entire blast area, and check for misfires before allowing worker to return to excavate the rock.

Remove or stabilize all cut face rock that is loose, hanging, or potentially dangerous. Leave minor irregularities or surface variations in place if they do not create a hazard. Drill the next lift only after the cleanup work and stabilization work is complete.

When blasting operations cause fracturing of the final rock face, repair or stabilize it in an approved manner at no cost to the Department.

Halt blasting operations in areas where any of the following occur:

- 1) Slopes are unstable;
- 2) Slopes exceed tolerances or overhangs are created;
- 3) Backslope damage occurs;
- 4) Safety of the public is jeopardized;
- 5) Property or natural features are endangered;
- 6) Fly rock is generated; or
- 7) Excessive ground or airblast vibrations occur in an area where damage to buildings, structures, or utilities is possible.
- 8) The Engineer determines that materials have become unsuitable for blasting

Blasting operations may continue at a reasonable distance from the problem area or in areas where the problems do not exist. Make the necessary modifications to the blasting operations and perform a test blast to demonstrate resolution of the problem.

A) Drill Logs. Maintain a layout drawing designating hole numbers with corresponding drill logs and provide a copy of this information to the blaster prior to loading the hole. Ensure the individual hole logs completed by the driller(s) show their name; date drilled; total depth drilled; and depths and descriptions of significant conditions encountered during drilling that may affect loading such as water, voids, changes in rock type.

B) Presplitting. Conduct presplitting operations in conformance with Subsection 204.03.04 of the Standard Specifications for Road and Bridge Construction.

3.5 Shot Report. Maintain all shot reports on site for review by the Department. Within one day after a blast, complete a shot report according to the record keeping requirements of 805 KAR 4:050. Include all results from airblast and seismograph monitoring.

3.6 Unacceptable Blasting. When unacceptable blasting occurs, the Department will halt all blasting operations. Blasting will not resume until the Department completes its investigation and all concerns are addressed. A blast is unacceptable when it results in fragmentation beyond the final rock face, fly rock, excessive vibration or airblast, overbreak, damage to the final rock face or overhang. Assume the cost for all resulting damages to private and public property and hold the Department harmless.

When an errant blast or fly rock causes damage to or blocks a road or conveyance adjacent to the roadway, remove all debris from the roadway as quickly as practicable and perform any necessary repairs. Additionally, when specified in the Contract, the Department will apply a penalty.

Report all blasting accidents to the Division of Mine Reclamation and Enforcement, Explosives and Blasting Branch at 502-564-2340.

4.0 MEASUREMENT AND PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to either Roadway Excavation or Embankment-in-Place, as applicable. However, if the Engineer directs in writing slope changes, then the Department will pay for the second presplitting operation as Extra Work.

The Department will measure for payment material lying outside the typical section due to seams, broken formations, or earth pockets, including any earth overburden removed with this material, only when the work is performed under authorized adjustments.

The Department will not measure for payment any extra material excavated because of the drill holes being offset outside the designated slope lines.

The Department will not measure for payment any material necessary to be removed due to the inefficient or faulty blasting practices.

June 15, 2012

11F

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 2012 Standard Specifications for Road and Bridge Construction.

2.0 MATERIALS.

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

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

2.2 Classifications

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

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

Turf Reinforcement Matting					
Properties ¹	Type 1	Type 2	Type 3	Type 4	Test Method
Minimum tensile Strength lbs/ft	125	150	175	3000 by 1500	ASTM D6818 ²
UV stability (minimum % tensile retention)	80	80	80	90	ASTM D4355 ³ (1000-hr exposure)
Minimum thickness (inches)	0.25	0.25	0.25	0.40	ASTM D6525
Slopes applications	2H:1V or flatter	1.5H:1V or flatter	1H:1V or flatter	1 H: 1V or greater	
Shear stress lbs/ft ²	6.04	8.04	10.0^{4}	12.04	ASTM D6459
Channel applications					ASTM D6460-07

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

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

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

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

2.3 Quality Assurance Sampling, Testing, and Acceptance

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

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

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

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

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

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

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

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

Code	Pay Item	Pay Unit
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

June 15, 2012

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sheeting signs. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.

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

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

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

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

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

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

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

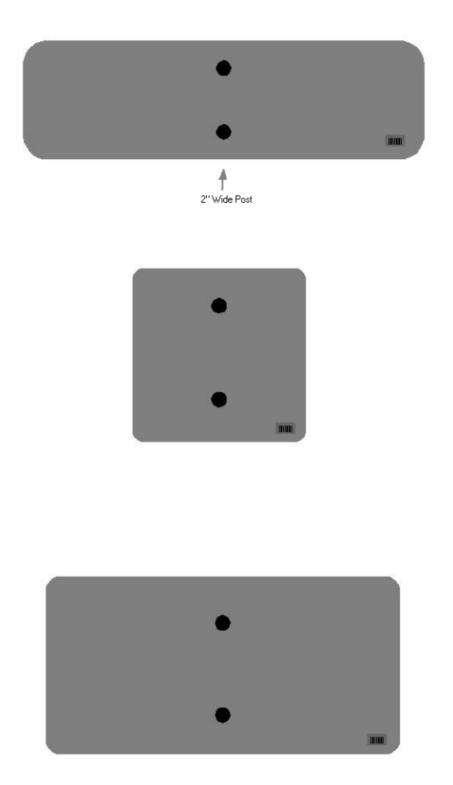
The installation of the permanent sign will be measured in accordance to Section 715.

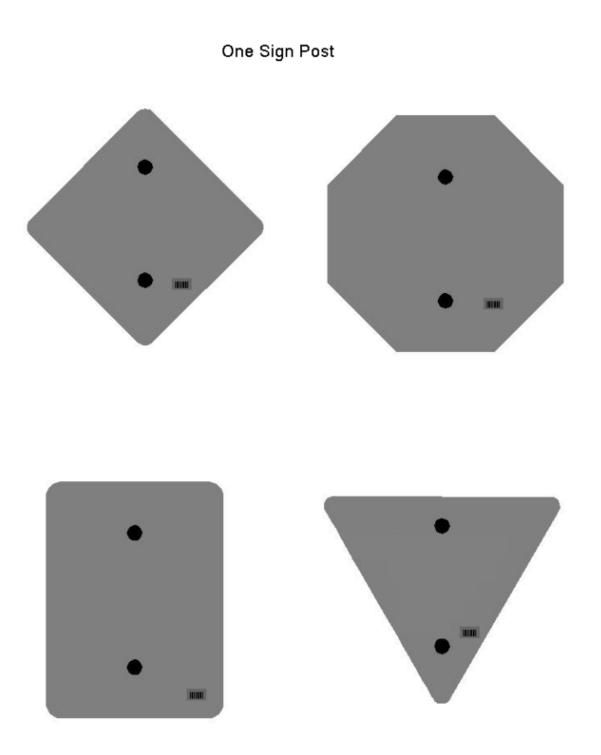
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

Code	Pay Item	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

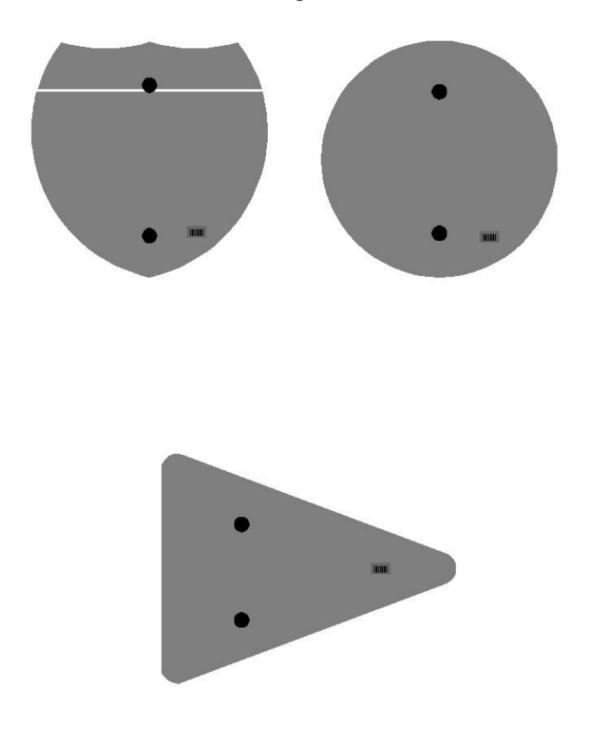
The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment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

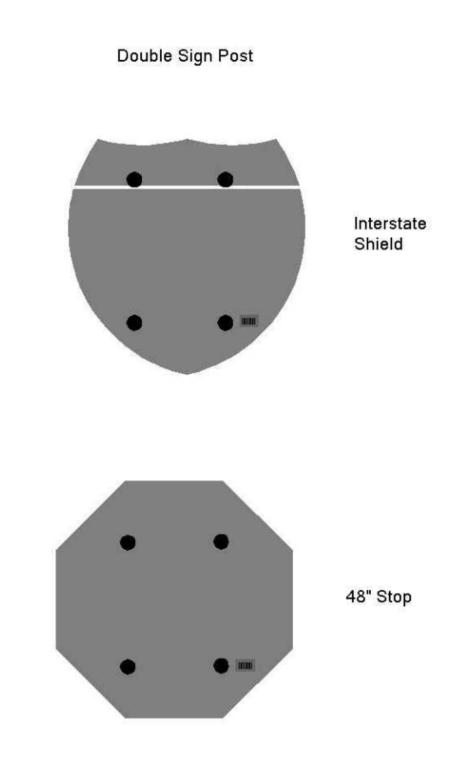
One Sign Post



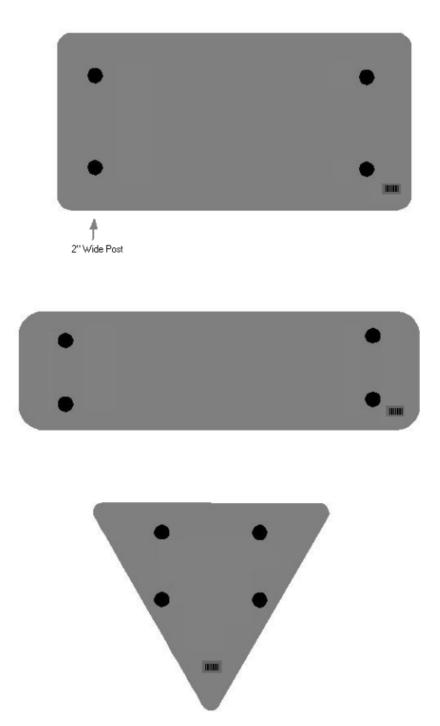


One Sign Post





2 Post Signs



SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE

1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 - 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 - 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 $^{\circ}$ F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 $^{\circ}$ F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

- 4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
- 5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

11N

Pavement Joint Adhesive Price Adjustment Schedule								
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay		
Joint A	Joint Adhesive Referenced in Subsection 2.1.1							
Viscosity, 400 ° F (Pa•s)			3.0-3.4	2.5-2.9	2.0-2.4	≤1.9		
ASTM D 3236	4.0-10.0	3.5-10.5	10.6-11.0	11.1-11.5	11.6-12.0	≥ 12.1		
Cone Penetration, 77 ° F			54-56	51-53	48-50	≤47		
ASTM D 5329	60-100	57-103	104-106	107-109	110-112	≥113		
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1		
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤21		
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459		
Softening Point, °F AASHTO T 53	≥ 171	≥169	166-168	163-165	160-162	≤159		
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9		
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9		

<u>Code</u> 20071EC

Pay Item Joint Adhesive <u>Pay Unit</u> Linear Foot

May 7, 2014

69

SPECIAL PROVISION FOR EMBANKMENT AT BRIDGE END BENT STRUCTURES

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

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

2.0 MATERIALS.

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

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

2.3 Pile Core. Provide a pile core in the area of the embankments where deep foundations are to be installed unless otherwise specified. The Pile Core is the zone indicated on Standard Drawings RGX 100 and 105 designated as Pile Core. Material control of the pile core area during embankment construction is always required. Proper Pile Core construction is required for installation of foundation elements such as drilled or driven piles or drilled shafts. The type of material used to construct the pile core is as directed in the plans or below. Typically, the pile core area will be constructed from the same material used to construct the surrounding embankment. Pile Core can be classified as one of three types:

A) **Pile Core** - Conform to Section 206 of the Standard Specifications. Provide pile core material consisting of the same material as the adjacent embankment except the material in the pile core area shall be free of boulders or particle sizes larger than 4 inches in any dimension or any other obstructions that may hinder pile driving operations. If the pile core material hinders pile driving operations, take the appropriate means necessary to reach the required pile tip elevation, at no expense to the Department.

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

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

FAYETTE COUNTY NHPP 2681 (033)

69

excavation stability, at no expense to the Department.

2.4 Structure Granular Backfill. Conform to Subsection 805.11

2.5 Geotextile Fabric. Conform to Type I or Type IV in Section 214 and 843.

3.0 CONSTRUCTION.

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

Place and compact the pile core and structure granular backfill according to the applicable density requirements for the project. If the embankment and pile core are dissimilar materials (i.e., a granular pile core is used with a soil embankment or a cohesive pile core is used with a granular embankment), a Geotextile Fabric, Type IV, will be required between the pile core and embankment in accordance with Sections 214 and 843 of the Standard Specifications.

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

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

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

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

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

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

After placing the end bent cap and achieving required concrete cylinder strengths, remove adjacent forms and fill the excavation with compacted structure granular backfill material (maximum 1' loose lifts) to the level of the berm prior to placing beams for the bridge. Place Type IV geotextile fabric between embankment material and structure granular backfill. After completing the end bent backwall, or after completing the span end

69

wall, place the compacted structure granular backfill (maximum 1' loose lifts) to subgrade elevation. If the original excavation is enlarged, fill the entire volume with compacted structure granular backfill (maximum 1' loose lifts) at no expense to the Department. Do not place backfill before removing adjacent form work. Place structure granular backfill material in trench ditches at the ends of the excavation. Place Geotextile Fabric, Type IV over the surface of the compacted structure granular backfill prior to placing aggregate base course.

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

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

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

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

For erodible or unstable materials having 50 percent or more passing the No. 4 sieve, protect with geotextile fabric. Extend the fabric from the original ground to the top of slope over the entire area of the embankment slopes on each side of, and in front of, the end bent. Cover the fabric with at least 12 inches of non-erodible material.

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

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

4.0 MEASUREMENT.

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

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

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

4.3 Pile Core. Pile core will be measured and paid under roadway excavation or embankment in place, as applicable. The Department will not measure the pile core for separate payment. The Department will not measure for payment the 8-inch perforated underdrain pipe and will consider it incidental to the Pile Core.

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

69

consider it incidental to the work.

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

4.5 Geotextile Fabric. The Department will not measure the quantity of fabric used for separating dissimilar materials when constructing the embankment and pile core and will consider it incidental to embankment construction.

The Department will not measure for payment the Geotextile Fabric used to separate the Structure Granular Backfill from the embankment and aggregate base course and will consider it incidental to Structure Granular Backfill.

The Department will not measure for payment the Geotextile Fabric required for construction with erodible or unstable materials and will consider it incidental to embankment construction.

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

4.7 Structure Excavation. The Department will not measure structure excavation on new embankments for payment and will consider it incidental to the Structure Granular Backfill or Concrete as applicable.

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

Code	Pay Item	Pay Unit
02223	Granular Embankment	Cubic Yards
02231	Structure Granular Backfill	Cubic Yards

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

September 16, 2016

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

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
- Implementation of Clean Air Act and Federal Water Pollution Control Act
 Compliance with Governmentwide Suspension and
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-thejob 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 nonminority 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 <u>Form FHWA-1391</u>. 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-ofway 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract. (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

 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

T h is p r o v i s i o n i s 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

T h is p r o v i s i o n i s 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 Federalaid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

EMPLOYMENT REQUIREMENTS RELATING TO NONDISCRIMINATION OF EMPLOYEES (APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)

AN ACT OF THE KENTUCKY GENERAL ASSEMBLY TO PREVENT DISCRIMINATION IN EMPLOYMENT

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); 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 forty (40) and over. 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, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, 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 forty (40) and over, 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 administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirtysix (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

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

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

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

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

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS TRAINING SPECIAL PROVISIONS

This Training Special Provision supersedes subparagraph 7b of the Special Provision entitled ``Specific Equal Employment Opportunity Responsibilities," (Attachment 1), and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

The number of trainees to be trained under these special provisions and in this contract is shown in "Special Notes Applicable to Project" in the bid proposal.

In the event that a contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction the contractor shall submit to the Kentucky Transportation Cabinet, Department of Highways for its approval, an acceptable training program on forms provided by the Cabinet indicating the number of trainees to be trained in each selected classification. Failure to provide the Cabinet with the proper documentation evidencing an acceptable training program prior to commencing construction shall cause the Cabinet to suspend the operations of the contractor with (if applicable) working days being charged as usual against the contract time or (if applicable), no additional contract time being granted for the suspension period. The Cabinet will not be liable for the payment of any work performed during the suspension period due to the failure of the contractor to provide an acceptable training program. Said suspension period shall be terminated when an acceptable training program is received by the Cabinet. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case. The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Kentucky Transportation Cabinet, Department of Highways and the Federal Highway Administration shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed for each hour of training given an employee on this contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federalaid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision. General Decision Number: KY180100 01/19/2018 KY100 Superseded General Decision Number: KY20170100 State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken, Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott, Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup, Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis, Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson, Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby, Spencer, Trimble, Washington and Woodford Counties in Kentucky.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/05/2018	
1		01/19/2018	

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

 Rates
 Fringes

 BRICKLAYER......\$ 26.80
 12.38

BRKY0001-005 06/01/2017

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

	Rates	Fringes
BRICKLAYER	\$ 26.80	12.38
BRKY0002-006 06/01/2017		
BRACKEN, GALLATIN, GRANT, MASON &	ROBERTSON COUN	TIES:
	Rates	Fringes
BRICKLAYER	\$ 27.81	13.01
BRKY0007-004 06/01/2017		
BOYD, CARTER, ELLIOT, FLEMING, GR	EENUP, LEWIS & 1	ROWAN COUNTIES:
	Rates	Fringes
BRICKLAYER	\$ 32.98	19.02
BRKY0017-004 06/01/2017		
ANDERSON, BATH, BOURBON, BOYLE, C HARRISON, JESSAMINE, MADISON, MER OWEN, SCOTT, WASHINGTON & WOODFOR	CER, MONTGOMERY	
	Rates	Fringes
BRICKLAYER	\$ 26.47	12.76
CARP0064-001 05/01/2015		
	Rates	Fringes
CARPENTER	\$ 27.50	16.06
Diver		16.06 16.06
ELEC0212-008 06/05/2017		
	TE 0	
BRACKEN, GALLATIN and GRANT COUNT		
	Rates	Fringes
ELECTRICIAN		17.56
ELEC0212-014 12/01/2014		
BRACKEN, GALLATIN & GRANT COUNTIE	S:	
	Rates	Fringes
Sound & Communication Technician	\$ 22.75	10.08
ELEC0317-012 06/01/2016		

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes	
ELECTRICIAN (Wiremen)			
Cable Splicer	\$ 32.68	18.13	
Electrician	\$ 33.31	22.98	

ELEC0369-007 05/31/2017

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

Rates Fringes ELECTRICIAN.....\$ 31.07 16.60 ELEC0575-002 05/29/2017 FLEMING, GREENUP, LEWIS & MASON COUNTIES: Rates Fringes ELECTRICIAN.....\$ 32.15 15.77 _____ ENGI0181-018 07/01/2017 Fringes Rates POWER EQUIPMENT OPERATOR \$ 31 95 15 15 CDOUD 1

GROUP	1	31.95	12.12
GROUP	2\$	29.09	15.15
GROUP	3\$	29.54	15.15
GROUP	4\$	28.77	15.15

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom;

Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

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

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

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

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

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

IRON0044-009 06/01/2017

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook,

Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes	
IRONWORKER			
Fence Erector	\$ 23.76	19.15	
Structural	\$ 27.60	20.10	

IRON0070-006 06/01/2017

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN, GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE, WASHINGTON & WOODFORD BOURBON (Southern two-thirds, including Townships of Austerlity, Centerville, Clintonville, Elizabeth, Hutchison, Littlerock, North Middletown & Paris); CARROLL (Western two-thirds, including Townships of Carrollton, Easterday, English, Locust, Louis, Prestonville & Worthville); CLARK (Western two-thirds, including Townships of Becknerville, Flanagan, Ford, Pine Grove, Winchester & Wyandotte); OWEN (Eastern eighth, including Townships of Glenmary, Gratz, Monterey, Perry Park & Tacketts Mill); SCOTT (Southern third, including Townships of Georgetown, Great Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes
IRONWORKER	\$ 28.30	21.85

* IRON0769-007 06/01/2017

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

	Rates	Fringes
IRONWORKER		
ZONE 1	\$ 31.33	23.97
ZONE 2	\$ 31.33	23.97
ZONE 3	\$ 31.33	23.97

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

LABO0189-003 07/01/2016

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	F	Rates	Fringes
Laborers:			
GROUP 1.	\$	23.14	13.29
GROUP 2.	\$	23.39	13.29
GROUP 3.	\$	23.44	13.29
GROUP 4.	\$	24.04	13.29

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;

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

LABO0189-008 07/01/2017

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	Ι	Rates	Fringes
			-
Laborers:			
GROUP	1\$	23.14	13.29
GROUP	2\$	23.39	13.29
GROUP	3\$	23.44	13.29
GROUP	4\$	24.04	13.29

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

Ra	tes F	'ringes
Laborers: GROUP 1	2.91 2.96	11.10 11.10 11.10 11.10 11.10

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, FAYETTE COUNTY NHPP 2681 (033)

ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes	
PAINTER			
Bridge/Equipment Tender			
and/or Containment Build	er\$ 18.90	5.90	
Brush & Roller	\$ 21.30	5.90	
Elevated Tanks;			
Steeplejack Work; Bridge	é		
Lead Abatement	\$ 22.30	5.90	
Sandblasting &			
Waterblasting	\$ 22.05	5.90	
Spray	\$ 21.80	5.90	

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway		
Bridges - Guardrails -		
Lightpoles - Striping)		
Bridge Equipment Tender		
and Containment Builder	\$ 20.73	9.06
Brush & Roller	\$ 23.39	9.06
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement	\$ 24.39	9.06
Sandblasting & Water		
Blasting	\$ 24.14	9.06
Spray	\$ 23.89	9.06

PAIN0118-004 06/01/2014

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
PAINTER Brush & Roller	\$ 18 50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam		11.57
Cleaning	\$ 19.50	11.97
PAIN1072-003 12/01/2017		

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

Rates Fringes

Painters: Bridges; Locks; Dams; Tension Towers & Energized Substations.....\$ 33.33 15.45

Power Generating Facilities.\$ 30.09 15.45 _____ PLUM0248-003 06/01/2017 BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES: Rates Fringes Plumber and Steamfitter.....\$ 35.00 25.12 _____ PLUM0392-007 06/01/2014 BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES: Rates Fringes Plumbers and Pipefitters.....\$ 29.80 17.79 _____ PLUM0502-003 08/01/2017 BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES Rates Fringes PLUMBER.....\$ 33.12 20.78 _____ SUKY2010-160 10/08/2001 Rates Fringes Truck drivers: GROUP 1.....\$ 16.57 7.34 GROUP 2.....\$ 16.68 7.34 7.34 GROUP 3.....\$ 16.86 GROUP 4.....\$ 16.96 7.34 TRUCK DRIVER CLASSIFICATIONS GROUP 1 - Mobile Batch Truck Tender GROUP 2 - Greaser; Tire Changer; & Mechanic Tender GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker _____

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid 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.

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

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

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
10.8%	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 Fayette County.

PART IV

INSURANCE

INSURANCE

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

- 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

Contract ID: 181201 Page 270 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 1 of 12

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
0010	00001		DGA BASE	130,558.00	TON		\$
0020	00018		DRAINAGE BLANKET-TYPE II-ASPH	19,840.00	TON		\$
0030	00100		ASPHALT SEAL AGGREGATE	373.00	TON		\$
0040	00103		ASPHALT SEAL COAT	46.00	TON		\$
0050	00190		LEVELING & WEDGING PG64-22	8,921.00	TON		\$
0060	00214		CL3 ASPH BASE 1.00D PG64-22	61,450.00	TON		\$
0070	00216		CL3 ASPH BASE 1.00D PG76-22	18,105.00	TON		\$
0080	00336		CL3 ASPH SURF 0.38A PG76-22	11,301.00	TON		\$
0090	00339		CL3 ASPH SURF 0.38D PG64-22	1,696.00	TON		\$
0100	00356		ASPHALT MATERIAL FOR TACK	222.00	TON		\$
0110	00358		ASPHALT CURING SEAL	70.00	TON		\$
0120	02073		JPC PAVEMENT-9 IN	402.00	SQYD		\$
0130	02101		CEM CONC ENT PAVEMENT-8 IN	82.00	SQYD		\$
0140	02677		ASPHALT PAVE MILLING & TEXTURING	2,699.00	TON		\$
0150	22906ES403		CL3 ASPH SURF 0.38A PG64-22	4,471.00	TON		\$
0160	24470ED		PERMEABLE PAVEMENT DRAIN	212.00	SQYD		\$
0170	24942EC		CEM CONC ENT PAVEMENT-9 IN	557.00	SQYD		\$

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
0180	00071		CRUSHED AGGREGATE SIZE NO 57	3,900.00	TON		\$
0190	00078		CRUSHED AGGREGATE SIZE NO 2	290.00	TON		\$
0200	00080		CRUSHED AGGREGATE SIZE NO 23	15,333.00	TON		\$
0210	01310		REMOVE PIPE	157.00	LF		\$
0220	01314		PLUG PIPE	3.00	EACH		\$
0230	01584		CAP DROP BOX INLET	2.00	EACH		\$
0240	01585		REMOVE DROP BOX INLET	1.00	EACH		\$
0250	01810		STANDARD CURB AND GUTTER	12,440.00	LF		\$
0260	01820		LIP CURB AND GUTTER	1,366.00	LF		\$
0270	01825		ISLAND CURB AND GUTTER	4,452.00	LF		\$
0280	01830		STANDARD INTEGRAL CURB	1,679.00	LF		\$
0290	01875		STANDARD HEADER CURB	112.00	LF		\$
0300	01880		BARRIER HEADER CURB	85.00	LF		\$
0310	01891		ISLAND HEADER CURB TYPE 2	208.00	LF		\$
0320	01917		STANDARD BARRIER MEDIAN TYPE 2	1,800.00	SQYD		\$
0330	01946		MOUNTABLE MEDIAN TYPE 2A	333.00	SQYD		\$
0340	01982		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	92.00	EACH		\$
0350	01983		DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL YELLOW	2.00	EACH		\$
0360	01984		DELINEATOR FOR BARRIER - WHITE	1.00	EACH		\$
0370	01985		DELINEATOR FOR BARRIER - YELLOW	44.00	EACH		\$
0380	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	11.00	EACH		\$
0390	01990		DELINEATOR FOR BARRIER WALL-B/W	10.00	EACH		\$
0400	02001		CURB TO BARRIER WALL TRANS	10.00	EACH		\$

PROPOSAL BID ITEMS

Contract ID: 181201 Page 271 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 2 of 12

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
410	02003	RELOCATE TEMP CONC BARRIER	24,205.00	LF		\$	
420	02014	BARRICADE-TYPE III	12.00	EACH		\$	
430	02015	CEMENT CONCRETE ISLAND	414.00	SQYD		\$	
440	02091	REMOVE PAVEMENT	2,760.00			\$	
450	02157	PAVED DITCH TYPE 1		SQYD		\$	
460	02159	ТЕМР ДІТСН	29,500.00			\$	
		ROADWAY EXCAVATION				•	
470	02200	(REVISED: 3-6-18)	185,181.00	CUYD		\$	
		WATER					
480	02242	(FOR DUST CONTROL)		MGAL		\$	
490	02262	FENCE-WOVEN WIRE TYPE 1	2,634.00			\$	
500	02265	REMOVE FENCE	1,382.00			\$	
510	02268	REMOVE & REPLACE FENCE	990.00	LF		\$	
520	02351	GUARDRAIL-STEEL W BEAM-S FACE	6,613.00	LF		\$	
	00000	GUARDRAIL CONNECTOR TO BRIDGE END		- • • • •		*	
530	02363			EACH		\$	
540	02367			EACH		\$	
550	02369	GUARDRAIL END TREATMENT TYPE 2A		EACH		\$	
560	02381	REMOVE GUARDRAIL	8,831.00	LF		\$	
570	02387	GUARDRAIL CONNECTOR TO BRIDGE END TY A-1	1 00	EACH		\$	
580	02403	REMOVE CONCRETE MASONRY		CUYD		Ψ \$	
590 590	02403	RIGHT-OF-WAY MONUMENT TYPE 1		EACH		Ψ \$	
600	02420	RIGHT-OF-WAY MONUMENT TYPE 1A		EACH		Ψ \$	
610	02430	WITNESS POST	3.00			Ψ \$	
620	02432	CHANNEL LINING CLASS II	437.00			Ψ \$	
630	02483	CHANNEL LINING CLASS III	404.00			φ \$	
030	02404	CLEARING AND GRUBBING	404.00			φ	
640	02545	(APPROXIMATELY 31.4 ACRES)	1.00	LS		\$	
650	02555	CONCRETE-CLASS B	462.00	CUYD		\$	
660	02562	TEMPORARY SIGNS	1,500.00	SQFT		\$	
670	02585	EDGE KEY	1,935.00			\$	
680	02587	HOOK BOLT WITH EXPAN ANCHOR		EACH		\$	
690	02599	FABRIC-GEOTEXTILE TYPE IV	132,798.00			\$	
700	02600	FABRIC GEOTEXTILE TY IV FOR PIPE	41,592.00			\$	\$83,184.00
710	02625	REMOVE HEADWALL	-	EACH		\$,,.
720	02650	MAINTAIN & CONTROL TRAFFIC	1.00			\$	
		DIVERSIONS (BY-PASS DETOURS)					
730	02651	(EX EB KY4 TO EX NB NT)	1.00	LS		\$	
		DIVERSIONS (BY-PASS DETOURS)					
740	02651	(EX SB NT TO PR WB KY4)	1.00	LS		\$	
760	02654	DIVERSIONS (BY-PASS DETOURS)	4.00			¢	
750	02651	(EX WB KY4 TO PR SB NT)	1.00			\$ ¢	
760	02671		8.00			\$ ¢	
770	02676	MOBILIZATION FOR MILL & TEXT	1.00			\$ ¢	
780	02690			CUYD		\$	
790	02696	SHOULDER RUMBLE STRIPS	56,520.00			\$	
800	02701		35,900.00			\$	
810	02703	SILT TRAP TYPE A		EACH		\$	
820	02704	SILT TRAP TYPE B		EACH		\$	
830	02705	SILT TRAP TYPE C	186.00	EACH		\$	
840	02706	CLEAN SILT TRAP TYPE A	732.00	EACH		\$	

PROPOSAL BID ITEMS

Contract ID: 181201 Page 272 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 3 of 12

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
850	02707		CLEAN SILT TRAP TYPE B	732.00	EACH		\$	
860	02708		CLEAN SILT TRAP TYPE C	558.00	EACH		\$	
870	02720		SIDEWALK-4 IN CONCRETE	4,388.00	SQYD		\$	
880	02726		STAKING	1.00	LS		\$	
890	02731		REMOVE STRUCTURE (STA. 135+05, 2-SPAN BRIDGE)	1.00	LS		\$	
900	02731		REMOVE STRUCTURE (STA. 146+12, BILLBOARD)	1.00	LS		\$	
910	02731		REMOVE STRUCTURE (STA. 166+10, 4-SPAN BRIDGE)	1.00	LS		\$	
920	02731		REMOVE STRUCTURE (STA. 166+75,4-SPAN BRIDGE)	1.00	LS		\$	
930	02731		REMOVE STRUCTURE (STA. 179+10, 2-SPAN BRIDGE)	1.00	LS		\$	
940	02731		REMOVE STRUCTURE (STA. 197+52, BILLBOARD)	1.00	LS		\$	
950	02775		ARROW PANEL		EACH		Ψ \$	
960	02898		RELOCATE CRASH CUSHION		EACH		φ \$	
970	02030		CONCRETE BARRIER WALL TYPE 9T	9,540.00			Ψ \$	
980	03225		TUBULAR MARKERS		EACH		φ \$	
990	04934		TEMP SIGNAL MULTI PHASE		EACH		\$	
000	05950		EROSION CONTROL BLANKET	15,211.00			₽ \$	
010	05952		TEMP MULCH	290,000.00			\$	
020	05953		TEMP SEEDING AND PROTECTION	28,378.00			₽ \$	
030	05963		INITIAL FERTILIZER	8.90			÷ \$	
040	05964		20-10-10 FERTILIZER	16.70			÷	
050	05985		SEEDING AND PROTECTION	283,780.00			\$	
060	05989		SPECIAL SEEDING CROWN VETCH	20,850.00			\$	
070	05990		SODDING	7,907.00			\$	
080	05992		AGRICULTURAL LIMESTONE	177.00			\$	
090	06510		PAVE STRIPING-TEMP PAINT-4 IN	295,000.00			\$	
100	06514		PAVE STRIPING-PERM PAINT-4 IN	33,862.00			\$	
110	06515		PAVE STRIPING-PERM PAINT-6 IN	76,291.00			\$	
			PAVE STRIPING-PERM PAINT-8 IN				•	
120	06516		(CROSS WALK)	1,994.00	LF		\$	
130	06542		PAVE STRIPING-THERMO-6 IN W	1,121.00	LF		\$	
140	06545		PAVE STRIPING-THERMO-8 IN Y	534.00	LF		\$	
150	06546		PAVE STRIPING-THERMO-12 IN W	5,908.00	LF		\$	
160	06550		PAVE STRIPING-TEMP REM TAPE-W	1,000.00	LF		\$	
170	06551		PAVE STRIPING-TEMP REM TAPE-Y	1,000.00	LF		\$	
180	06566		PAVE MARKING-THERMO X-WALK-12 IN	1,974.00	LF		\$	
190	06568		PAVE MARKING-THERMO STOP BAR-24IN	723.00	LF		\$	
200	06569		PAVE MARKING-THERMO CROSS-HATCH	2,711.00	SQFT		\$	
210	06574		PAVE MARKING-THERMO CURV ARROW	84.00	EACH		\$	
220	06575		PAVE MARKING-THERMO COMB ARROW	3.00	EACH		\$	
230	06576		PAVE MARKING-THERMO ONLY	10.00	EACH		\$	
240	06578		PAVE MARKING-THERMO MERGE ARROW	12.00	EACH		\$	
250	06600		REMOVE PAVEMENT MARKER TYPE V	219.00	EACH		\$	
260	06601NC		PAVE MARKING-PAINT WORDS	6.00	EACH		\$	
270	08100		CONCRETE-CLASS A		CUYD		\$	
280	08150		STEEL REINFORCEMENT	626.00	LB		\$	

PROPOSAL BID ITEMS

Contract ID: 181201 Page 273 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 4 of 12

	BID CODE	ALT	DESCRIPTION	QUANTITY	-	UNIT PRIC		AMOUNT
290	08903		CRASH CUSHION TY VI CLASS BT TL3		EACH		\$	
300	10020NS		FUEL ADJUSTMENT	272,776.00			\$	\$272,776.00
310	10030NS		ASPHALT ADJUSTMENT	414,199.00	DOLL	\$1.00	\$	\$414,199.00
320	14003		W CAP EXISTING MAIN (SANITARY SEWER)	16.00	EACH		\$	
330	15012		S ENCASEMENT CONCRETE	8.00	LF		\$	
340	15017		S ENCASEMENT STEEL BORED RANGE 4	330.00	LF		\$	
350	15018		S ENCASEMENT STEEL BORED RANGE 5	20.00	LF		\$	
360	15019		S ENCASEMENT STEEL BORED RANGE 6	180.00	LF		\$	
370	15023		S ENCASEMENT STEEL OPEN CUT RANGE 4	40.00	LF		\$	
380	15024		S ENCASEMENT STEEL OPEN CUT RANGE 5	216.00	LF		\$	
390	15058		S FORCE MAIN PVC 03 INCH	370.00	LF		\$	
400	15072		S FORCE MAIN TIE-IN 03 INCH		EACH		\$	
410	15086		S LATERAL CLEANOUT		EACH		\$	
420	15090		S LATERAL SHORT SIDE 06 INCH		EACH		\$	
430	15092		S MANHOLE		EACH		\$	
440	15093		S MANHOLE ABANDON/REMOVE		EACH		\$	
450	15095		S MANHOLE CASTING STANDARD		EACH		\$	
460	15096		S MANHOLE CASTING WATERTIGHT	2.00	EACH		\$	
1470	15112		S PIPE PVC 08 INCH	1,855.00	LF		\$	
480	15114		S PIPE PVC 12 INCH	3,486.00	LF		\$	
490	15117		S PIPE PVC 24 INCH	470.00	LF		\$	
500	15118		S PIPE SPECIAL (PVC 30-IN)	220.00	LF		\$	
510	15118		S PIPE SPECIAL (PVC 36-IN)	142.00	LF		\$	
1520	20000ES724			2.00	EACH		÷	
1520	20000E3724		(AUTUMN GOLD GINKO) TREE	3.00	ЕАСП		\$	
1530	20000ES724		(EASTERN RED CEDAR)	14.00	EACH		\$	
			TREE				Ŧ	
1540	20000ES724		(LONDON PLANETREE)	5.00	EACH		\$	
1550	20000ES724		TREE (SARGENT CHERRY)	5.00	EACH		\$	
			TREE					
560	20000ES724		(SERVICEBERRY)		EACH		\$	
570	20191ED		OBJECT MARKER TY 3		EACH		\$	
580	20411ED			5,000.00	HOUR		\$	
590	20430ED		SAW CUT (NO LONG. EDGE KEY)	1,330.00	LF		\$	
600	20430ED 20451NS724		(NO LONG. EDGE KET) WHITE OAK	-	EACH		э \$	
610	20451NS724 20550ND			2,000.00			э \$	
620	20590ND 20591EC		REMOVE BARRIER	2,000.00			э \$	
630	20591EC 20782NS714		PAVE MARKING THERMO-BIKE		EACH		э \$	
640	20782NS714 21289ED		LONGITUDINAL EDGE KEY	34,412.00			э \$	
650	21269ED 21568ES724		SHELLBARK HICKORY	-	EACH		э \$	
660	21500ES724 22520EN		PAVE MARKING-THERMO YIELD BAR-36 IN	98.00			э \$	
000	LIJLUEN		HIGH STRENGTH GEOTEXTILE FABRIC TY V	50.00	LF		Ψ	
670	22861EN		(TY 5)	132,100.00	SQYD		\$	
680	22880ED		BARRIER WALL TRANSITION	275.00	LF		\$	
			DECORATIVE HANDRAIL				-	
690	23143EN		(LEGACY TRAIL)	120.00	LF		\$	

PROPOSAL BID ITEMS

Contract ID: 181201 Page 274 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 5 of 12

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
1700	23158ES505	DETECTABLE WARNINGS	1,152.00	SQFT		\$	
1710	23244NS724	BLACKGUM	8.00	EACH		\$	
1720	23274EN11F	TURF REINFORCEMENT MAT 1	7,826.00	SQYD		\$	
1730	23877EC	CONC MEDIAN BARRIER WALL TY 14C (MODIFIED: TEXTURED)	4,006.00	LF		\$	
1740	23979EC	CRASH CUSHION TY VI CLASS C TL3	2.00	EACH		\$	
1750	24386EC	PAVE MARKING THERMO-BIKE LANE ARROW	17.00	EACH		\$	
1760	24489EC	INLAID PAVEMENT MARKER	1,763.00	EACH		\$	
1770	24679ED	PAVE MARK THERMO CHEVRON	956.00	SQFT		\$	
1780	24814EC	PIPELINE INSPECTION	10,037.00	LF		\$	
1790	24845EC	UTILITY COORDINATION	1.00	LS		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
1800	00443	ENTRANCE PIPE-24 IN	22.00	LF		\$
1810	00461	CULVERT PIPE-15 IN	585.00	LF		\$
1820	00462	CULVERT PIPE-18 IN	194.00	LF		\$
1830	00464	CULVERT PIPE-24 IN	139.00	LF		\$
1840	00471	CULVERT PIPE-54 IN	53.00	LF		\$
1850	00520	STORM SEWER PIPE-12 IN	52.00	LF		\$
1860	00521	STORM SEWER PIPE-15 IN	1,621.00	LF		\$
1870	00522	STORM SEWER PIPE-18 IN	3,658.00	LF		\$
1880	00524	STORM SEWER PIPE-24 IN	1,459.00	LF		\$
1890	00526	STORM SEWER PIPE-30 IN	1,078.00	LF		\$
1900	00528	STORM SEWER PIPE-36 IN	520.00	LF		\$
1910	00530	STORM SEWER PIPE-48 IN	534.00	LF		\$
1920	00531	STORM SEWER PIPE-54 IN	174.00	LF		\$
1930	01000	PERFORATED PIPE-4 IN	22,254.00	LF		\$
1940	01001	PERFORATED PIPE-6 IN	7,273.00	LF		\$
1950	01002	PERFORATED PIPE-8 IN	1,427.00	LF		\$
1960	01004	PERFORATED PIPE-12 IN	3,200.00	LF		\$
1970	01010	NON-PERFORATED PIPE-4 IN	1,396.00	LF		\$
1980	01011	NON-PERFORATED PIPE-6 IN	399.00	LF		\$
1990	01012	NON-PERFORATED PIPE-8 IN	55.00	LF		\$
2000	01020	PERF PIPE HEADWALL TY 1-4 IN	9.00	EACH		\$
2010	01021	PERF PIPE HEADWALL TY 1-6 IN	2.00	EACH		\$
2020	01024	PERF PIPE HEADWALL TY 2-4 IN	4.00	EACH		\$
2030	01025	PERF PIPE HEADWALL TY 2-6 IN	1.00	EACH		\$
2040	01028	PERF PIPE HEADWALL TY 3-4 IN	13.00	EACH		\$
2050	01029	PERF PIPE HEADWALL TY 3-6 IN	5.00	EACH		\$
2060	01032	PERF PIPE HEADWALL TY 4-4 IN	27.00	EACH		\$
2070	01033	PERF PIPE HEADWALL TY 4-6 IN	3.00	EACH		\$
2080	01034	PERF PIPE HEADWALL TY 4-8 IN	2.00	EACH		\$
2090	01200	PIPE CULVERT HEADWALL-12 IN	1.00	EACH		\$
2100	01202	PIPE CULVERT HEADWALL-15 IN	8.00	EACH		\$
2110	01204	PIPE CULVERT HEADWALL-18 IN	3.00	EACH		\$
2120	01208	PIPE CULVERT HEADWALL-24 IN	2.00	EACH		\$

PROPOSAL BID ITEMS

Contract ID: 181201 Page 275 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 6 of 12

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2130	01210	PIPE CULVERT HEADWALL-30 IN	2.00	EACH		\$	
2140	01212	PIPE CULVERT HEADWALL-36 IN	1.00	EACH		\$	
2150	01223	PIPE CULVERT HEADWALL-27 IN	1.00	EACH		\$	
2160	01432	SLOPED BOX OUTLET TYPE 1-15 IN	11.00	EACH		\$	
2170	01433	SLOPED BOX OUTLET TYPE 1-18 IN	14.00	EACH		\$	
2180	01434	SLOPED BOX OUTLET TYPE 1-24 IN	7.00	EACH		\$	
2190	01450	S & F BOX INLET-OUTLET-18 IN	1.00	EACH		\$	
2200	01452	S & F BOX INLET-OUTLET-30 IN	1.00	EACH		\$	
2210	01456	CURB BOX INLET TYPE A	36.00	EACH		\$	
2220	01480	CURB BOX INLET TYPE B	18.00	EACH		\$	
2230	01487	CURB BOX INLET TYPE F	3.00	EACH		\$	
2240	01490	DROP BOX INLET TYPE 1	5.00	EACH		\$	
2250	01496	DROP BOX INLET TYPE 3	1.00	EACH		\$	
2260	01511	DROP BOX INLET TYPE 5D	2.00	EACH		\$	
2270	01544	DROP BOX INLET TYPE 11	15.00	EACH		\$	
2280	01559	DROP BOX INLET TYPE 13G	3.00	EACH		\$	
2290	01577	DROP BOX INLET TYPE 14	7.00	EACH		\$	
2300	01584	CAP DROP BOX INLET	3.00	EACH		\$	
2310	01615	CONC MED BARR BOX INLET TY 14B2	4.00	EACH		\$	
2320	01616	CONC MED BARR BOX INLET TY 14B1	1.00	EACH		\$	
2330	01634	CAP CURB BOX INLET	7.00	EACH		\$	
2340	01642	JUNCTION BOX-18 IN	3.00	EACH		\$	
2350	01644	JUNCTION BOX-30 IN	1.00	EACH		\$	
2360	01691	FLUME INLET TYPE 2	4.00	EACH		\$	
2370	01756	MANHOLE TYPE A	8.00	EACH		\$	
2380	01767	MANHOLE TYPE C	6.00	EACH		\$	
2390	01791	ADJUST MANHOLE FRAME TO GRADE	2.00	EACH		\$	
2400	02555	CONCRETE-CLASS B	72.00	CUYD		\$	
2410	08100	CONCRETE-CLASS A	15.93	CUYD		\$	
2420	08821	DRAIN PIPE-8 IN	59.00	LF		\$	
2430	20932ND	CONC MEDIAN BARRIER BOX INLET TY 14A1	1.00	EACH		\$	
2440	23610NC	CORED HOLE DRAINAGE BOX CON	73.00	EACH		\$	
2450	23952EC	DRAINAGE JUNCTION BOX TY B	12.00	EACH		\$	
2460	23970NC	RESET GRATE	1.00	EACH		\$	
2470	24026EC	PIPE CULVERT HEADWALL-54 IN	3.00	EACH		\$	

Section: 0004 - BRIDGE - US 25 - GEORGETOWN ROAD - DWG. 27260

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2480	02203		STRUCTURE EXCAV-UNCLASSIFIED	336.00	CUYD		\$	
2490	02231		STRUCTURE GRANULAR BACKFILL	790.00	CUYD		\$	
2500	02998		MASONRY COATING	2,801.00	SQYD		\$	
2510	03299		ARMORED EDGE FOR CONCRETE	220.00	LF		\$	
2520	08001		STRUCTURE EXCAVATION-COMMON	1,001.00	CUYD		\$	
2530	08002		STRUCTURE EXCAV-SOLID ROCK	188.00	CUYD		\$	
2540	08003		FOUNDATION PREPARATION (PIER NO. 1)	1.00	LS		\$	
2550	08003		FOUNDATION PREPARATION (PIER NO. 3)	1.00	LS		\$	

PROPOSAL BID ITEMS

Contract ID: 181201 Page 276 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 7 of 12

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2560	08020		CRUSHED AGGREGATE SLOPE PROT	683.00	TON		\$	
2570	08033		TEST PILES	24.00	LF		\$	
2580	08046		PILES-STEEL HP12X53	354.00	LF		\$	
2590	08094		PILE POINTS-12 IN	16.00	EACH		\$	
2600	08100		CONCRETE-CLASS A	711.00	CUYD		\$	
2610	08104		CONCRETE-CLASS AA	1,159.00	CUYD		\$	
2620	08130		MECHANICAL REINF COUPLER #5	40.00	EACH		\$	
2630	08131		MECHANICAL REINF COUPLER #6	30.00	EACH		\$	
2640	08134		MECHANICAL REINF COUPLER #9	8.00	EACH		\$	
2650	08135		MECHANICAL REINF COUPLER #10	48.00	EACH		\$	
2660	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	709.00	EACH		\$	
2670	08141		MECHANICAL REINF COUPLER #6 EPOXY COATED	376.00	EACH		\$	
2680	08150		STEEL REINFORCEMENT	120,780.00	LB		\$	
2690	08151		STEEL REINFORCEMENT-EPOXY COATED	276,785.00	LB		\$	
2700	08634		PRECAST PC I BEAM TYPE 4	1,990.00	LF		\$	
2710	20637ED		DRILLED SHAFT-ROCK 48 IN	24.00	LF		\$	
2720	20745ED		ROCK SOUNDINGS	95.00	LF		\$	
2730	20746ED		ROCK CORINGS	334.00	LF		\$	
2740	21532ED		RAIL SYSTEM TYPE III	502.00	LF		\$	
2750	23538EC		PEDESTRIAN RAIL	502.00	LF		\$	
2760	23583EC		DRILLED SHAFT-48 IN-COMMON	95.00	LF		\$	
2770	23584EC		DRILLED SHAFT-42 IN-ROCK	112.00	LF		\$	
2780	23953EC		BEAM ERECTION	12.00	EACH		\$	

Section: 0005 - BRIDGE - KY 922 - NEWTOWN PIKE - DWG. 27261

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2790	02231		STRUCTURE GRANULAR BACKFILL	346.00	CUYD		\$	
2800	02998		MASONRY COATING	2,104.00	SQYD		\$	
2810	03299		ARMORED EDGE FOR CONCRETE	264.00	LF		\$	
2820	08001		STRUCTURE EXCAVATION-COMMON	642.00	CUYD		\$	
2830	08002		STRUCTURE EXCAV-SOLID ROCK	103.00	CUYD		\$	
2840	08020		CRUSHED AGGREGATE SLOPE PROT	776.00	TON		\$	
2850	08033		TEST PILES	45.00	LF		\$	
2860	08050		PILES-STEEL HP14X73	693.00	LF		\$	
2870	08095		PILE POINTS-14 IN	34.00	EACH		\$	
2880	08100		CONCRETE-CLASS A	347.00	CUYD		\$	
2890	08104		CONCRETE-CLASS AA	1,260.00	CUYD		\$	
2900	08130		MECHANICAL REINF COUPLER #5	16.00	EACH		\$	
2910	08134		MECHANICAL REINF COUPLER #9	16.00	EACH		\$	
2920	08135		MECHANICAL REINF COUPLER #10	24.00	EACH		\$	
2930	08140		MECHANICAL REINF COUPLER #5 EPOXY COATED	20.00	EACH		\$	
2940	08150		STEEL REINFORCEMENT	63,530.00	LB		\$	
2950	08151		STEEL REINFORCEMENT-EPOXY COATED	433,171.00	LB		\$	
2960	21532ED		RAIL SYSTEM TYPE III	522.00	LF		\$	
2970	23538EC		PEDESTRIAN RAIL	510.00	LF		\$	

PROPOSAL BID ITEMS

Contract ID: 181201 Page 277 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 8 of 12

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
2980	24405EC	MECHANICAL REINF COUPLER-#8 EPOXY COATED	6.00	EACH		\$	
2990	24539EC	PPC I-BEAM HN 60-49	3,354.00	LF		\$	

Section: 0006 - BRIDGE - LEXMARK ACCESS ROAD - DWG. 27262

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3000	02203	STRUCTURE EXCAV-UNCLASSIFIED	1,510.00	CUYD		\$	
3010	02231	STRUCTURE GRANULAR BACKFILL	200.00	CUYD		\$	
3020	02998	MASONRY COATING	1,135.00	SQYD		\$	
3030	03299	ARMORED EDGE FOR CONCRETE	82.00	LF		\$	
3040	08001	STRUCTURE EXCAVATION-COMMON	45.00	CUYD		\$	
3050	08002	STRUCTURE EXCAV-SOLID ROCK	25.00	CUYD		\$	
3060	08100	CONCRETE-CLASS A	310.70	CUYD		\$	
3070	08104	CONCRETE-CLASS AA	279.60	CUYD		\$	
3080	08130	MECHANICAL REINF COUPLER #5	12.00	EACH		\$	
3090	08132	MECHANICAL REINF COUPLER #7	7.00	EACH		\$	
3100	08133	MECHANICAL REINF COUPLER #8	7.00	EACH		\$	
3110	08140	MECHANICAL REINF COUPLER #5 EPOXY COATED	12.00	EACH		\$	
3120	08150	STEEL REINFORCEMENT (REVISED: 3-6-18)	11,635.00	LB		\$	
3130	08151	STEEL REINFORCEMENT-EPOXY COATED	101,096.00	LB		\$	
3140	08170	SHEAR CONNECTORS (APPROXIMATELY 1,036)	1.00	LS		\$	
3150	20637ED	DRILLED SHAFT-ROCK 48 IN	200.00	LF		\$	
3160	20743ED	DRILLED SHAFT 54 IN-SOLID ROCK	170.00	LF		\$	
3170	20745ED	ROCK SOUNDINGS	218.00	LF		\$	
3180	20746ED	ROCK CORINGS	610.00	LF		\$	
3190	21532ED	RAIL SYSTEM TYPE III	333.00	LF		\$	
3200	22417EN	DRILLED SHAFT-54 IN-COMMON	186.00	LF		\$	
3210	23849EC	BICYCLE RAIL	160.00	LF		\$	
3220	23963EC	PPC I-BEAM TYPE HN 36-49	983.00	LF		\$	
3230	24405EC	MECHANICAL REINF COUPLER-#8 EPOXY COATED	28.00	EACH		\$	

Section: 0007 - BRIDGE - CULVERT #1 - CANE RUN CREEK - DWG. 27263

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3240	08002		STRUCTURE EXCAV-SOLID ROCK	40.00	CUYD		\$	
3250	08003		FOUNDATION PREPARATION	1.00	LS		\$	
3260	08100		CONCRETE-CLASS A	134.10	CUYD		\$	
3270	08150		STEEL REINFORCEMENT	16,340.00	LB		\$	

Section: 0008 - SIGNING

LINE BID CODE ALT DESCRIPTION	QUANTITY UNIT UNIT PRIC FP AMOUNT
-------------------------------	-----------------------------------

PROPOSAL BID ITEMS

Contract ID: 181201 Page 278 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 9 of 12

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3280	04904		BARRIER MOUNTING BRACKET	2.00	EACH		\$	
3290	06400		GMSS GALV STEEL TYPE A	1,628.00	LB		\$	
3300	06401		FLEXIBLE DELINEATOR POST-M/W	235.00	EACH		\$	
3310	06404		FLEXIBLE DELINEATOR POST-M/Y	165.00	EACH		\$	
3320	06405		SBM ALUMINUM PANEL SIGNS	8,056.00	SQFT		\$	
3330	06406		SBM ALUM SHEET SIGNS .080 IN	534.00	SQFT		\$	
3340	06407		SBM ALUM SHEET SIGNS .125 IN	1,529.00	SQFT		\$	
3350	06410		STEEL POST TYPE 1	4,273.00	LF		\$	
3360	06412		STEEL POST MILE MARKERS	4.00	EACH		\$	
3370	06436		OSS ALUMINUM 75 FT TRUSS	2.00	EACH		\$	
3380	06438		OSS ALUMINUM 80 FT TRUSS	3.00	EACH		\$	
3390	06441		GMSS GALV STEEL TYPE C	17,513.00	LB		\$	
3400	06448		SIGN BRIDGE ATTACHMENT BRACKET (REVISED: 3-6-18)	5.00	EACH		\$	
3410	06490		CLASS A CONCRETE FOR SIGNS	293.00	CUYD		\$	
3420	06491		STEEL REINFORCEMENT FOR SIGNS	21,810.00	LB		\$	
3430	20418ED		REMOVE & RELOCATE SIGNS	3.00	EACH		\$	
3440	20419ND		ROADWAY CROSS SECTION	23.00	EACH		\$	
3450	20912ND		BARRIER WALL POST	2.00	EACH		\$	
3460	21596ND		GMSS TYPE D	28.00	EACH		\$	
3470	24631EC		BARCODE SIGN INVENTORY	257.00	EACH		\$	
3480	24962ED		OSS ALUMINUM 90 FT TRUSS - SPECIAL (800-SF SIGN AREA)	2.00	EACH		\$	

Section: 0009 - SIGNALIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3490	04792	CONDUIT-1 IN	265.00	LF		\$	
3500	04795	CONDUIT-2 IN	235.00	LF		\$	
3510	04811	ELECTRICAL JUNCTION BOX TYPE B	27.00	EACH		\$	
3520	04820	TRENCHING AND BACKFILLING	3,450.00	LF		\$	
3530	04821	OPEN CUT ROADWAY	235.00	LF		\$	
3540	04830	LOOP WIRE	14,250.00	LF		\$	
3550	04845	CABLE-NO. 14/7C	12,200.00	LF		\$	
3560	04850	CABLE-NO. 14/1 PAIR	19,250.00	LF		\$	
3570	04885	MESSENGER-10800 LB	2,675.00	LF		\$	
3580	04886	MESSENGER-15400 LB	125.00	LF		\$	
3590	04895	LOOP SAW SLOT AND FILL	5,700.00	LF		\$	
3600	04932	INSTALL STEEL STRAIN POLE	20.00	EACH		\$	
3610	20093NS835	INSTALL PEDESTRIAN HEAD-LED	24.00	EACH		\$	
3620	20094ES835	TEMP RELOCATION OF SIGNAL HEAD	106.00	EACH		\$	
3630	20188NS835	INSTALL LED SIGNAL-3 SECTION	44.00	EACH		\$	
3640	20189NS835	INSTALL LED SIGNAL-5 SECTION	1.00	EACH		\$	
3650	20266ES835	INSTALL LED SIGNAL- 4 SECTION	8.00	EACH		\$	
3660	21543EN	BORE AND JACK CONDUIT	235.00	LF		\$	
3670	21743NN	INSTALL PEDESTRIAN DETECTOR	24.00	EACH		\$	
3680	23068NN	REMOVE & REINSTALL COORDINATING UNIT	2.00	EACH		\$	
3690	23150NN	COMMUNICATION CABLE	100.00	LF		\$	

PROPOSAL BID ITEMS

Contract ID: 181201 Page 279 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 10 of 12

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
3700	23157EN		TRAFFIC SIGNAL POLE BASE	96.00	CUYD		\$
3710	23222EC		INSTALL SIGNAL PEDESTAL	18.00	EACH		\$
3720	24900EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 80	1,500.00	LF		\$
3730	24901EC		PVC CONDUIT-2 IN-SCHEDULE 80	2,150.00	LF		\$
3740	24908EC		INSTALL SIGNAL CONTROLLER-TY ATC	5.00	EACH		\$
3750	24955ED		REMOVE SIGNAL EQUIPMENT	6.00	EACH		\$

Section: 0010 - LIGHTING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
3760	04710	POLE 80 FT MTG HT HIGH MAST	17.00	EACH		\$	
3770	04740	POLE BASE	59.00	EACH		\$	
3780	04761	LIGHTING CONTROL EQUIPMENT	4.00	EACH		\$	
3790	04780	FUSED CONNECTOR KIT	6.00	EACH		\$	
3800	04797	CONDUIT-3 IN	2,333.00	LF		\$	
3810	04800	MARKER	26.00	EACH		\$	
3820	04820	TRENCHING AND BACKFILLING	15,247.00	LF		\$	
3830	04821	OPEN CUT ROADWAY	4,759.00	LF		\$	
3840	04834	WIRE-NO. 6	3,000.00	LF		\$	
3850	04835	WIRE-NO. 4	1,750.00	LF		\$	
3860	04940	REMOVE LIGHTING (GEORGETOWN ROAD)	1.00	LS		\$	
0000	0-10-10	REMOVE LIGHTING	1.00			Ψ	
3870	04940	(KU GEORGETOWN)	1.00	LS		\$	
3880	04940	REMOVE LIGHTING (LEXMARK BRIDGE TO WALMART ENTR)	1.00	LS		\$	
3890	04940	REMOVE LIGHTING (LEXMARK ROUNDABOUT)	1.00	LS		\$	
3900	04940	REMOVE LIGHTING (NEWTOWN PIKE)	1.00	LS		\$	
3910	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	25.00	EACH		\$	
3920	20392NS835	ELECTRICAL JUNCTION BOX TYPE C	6.00	EACH		\$	
3930	20410ED	MAINTAIN LIGHTING (GEORGETOWN ROAD)	1.00	LS		\$	
3940	20410ED	MAINTAIN LIGHTING (KU GEORGETOWN)	1.00	LS		\$	
3950	20410ED	MAINTAIN LIGHTING (LEXMARK BRIDGE TO WALMART ENTR)	1.00	LS		\$	
3960	20410ED	MAINTAIN LIGHTING (LEXMARK ROUNDABOUT)	1.00	LS		\$	
3970	20410ED	MAINTAIN LIGHTING (NEWTOWN PIKE)	1.00	LS		\$	
3980	21543EN	BORE AND JACK CONDUIT	4,759.00	LF		\$	
3990	23161EN	POLE BASE-HIGH MAST	205.00	CUYD		\$	
4000	24589ED	LED LUMINAIRE	14.00	EACH		\$	
4010	24749EC	HIGH MAST LED LUMINAIRE	80.00	EACH		\$	
4020	24851EC	CABLE-NO. 10/3C DUCTED	22,300.00	LF		\$	
4030	24901EC	PVC CONDUIT-2 IN-SCHEDULE 80	3,951.00	LF		\$	

PROPOSAL BID ITEMS

Page 11 of 12

Report Date 3/6/18

JELUUII. UUTI - INALLIG LOUFS - STATION LOU

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
4040	04793	CONDUIT-1 1/4 IN (ADDED: 3-6-18)	60.00	LF		\$	
4050	04795	CONDUIT-2 IN (ADDED: 3-6-18)	40.00	LF		\$	
4060	04820	TRENCHING AND BACKFILLING (ADDED: 3-6-18)	90.00	LF		\$	
4070	04829	PIEZOELECTRIC SENSOR (ADDED: 3-6-18)	6.00	EACH		\$	
4080	04830	LOOP WIRE (ADDED: 3-6-18)	2,900.00	LF		\$	
4090	04895	LOOP SAW SLOT AND FILL (ADDED: 3-6-18)	600.00	LF		\$	
4100	20359NN	GALVANIZED STEEL CABINET (ADDED: 3-6-18)	2.00	EACH		\$	
4110	20360ES818	WOOD POST (ADDED: 3-6-18)	4.00	EACH		\$	
4120	20391NS835	ELECTRICAL JUNCTION BOX TYPE A (ADDED: 3-6-18)	2.00	EACH		\$	

Section: 0012 - TRAFFIC LOOPS - STATION D64

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
4130	04793		CONDUIT-1 1/4 IN	60.00	LF		\$	
4140	04795		CONDUIT-2 IN	30.00	LF		\$	
4150	04820		TRENCHING AND BACKFILLING	80.00	LF		\$	
4160	04829		PIEZOELECTRIC SENSOR	9.00	EACH		\$	
4170	04830		LOOP WIRE	4,250.00	LF		\$	
4180	04895		LOOP SAW SLOT AND FILL	850.00	LF		\$	
4190	20359NN		GALVANIZED STEEL CABINET	2.00	EACH		\$	
4200	20360ES818		WOOD POST	4.00	EACH		\$	
4210	20391NS835		ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH		\$	

Section: 0013 - TRAFFIC LOOPS - STATION D66

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
4220	04793	CONDUIT-1 1/4 IN	60.00	LF		\$	
4230	04795	CONDUIT-2 IN	30.00	LF		\$	
4240	04820	TRENCHING AND BACKFILLING	80.00	LF		\$	
4250	04829	PIEZOELECTRIC SENSOR	6.00	EACH	I	\$	
4260	04830	LOOP WIRE	2,775.00	LF		\$	
4270	04895	LOOP SAW SLOT AND FILL	600.00	LF		\$	
4280	20359NN	GALVANIZED STEEL CABINET	2.00	EACH		\$	
4290	20360ES818	WOOD POST	4.00	EACH		\$	
4300	20391NS835	ELECTRICAL JUNCTION BOX TYPE A	2.00	EACH	l	\$	

Section: 0014 - INTELLIGENT TRANSPORTATION SYSTEMS

PROPOSAL BID ITEMS

Contract ID: 181201 Page 281 of 281 REVISED ADDENDUM #1: 3-6-18

Report Date 3/6/18

Page 12 of 12

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
4310	04810	ELECTRICAL JUNCTION BOX (COMMUNICATIONS JB)	40.00	EACH		\$	
4320	04820	TRENCHING AND BACKFILLING	10,700.00	LF		\$	
4330	04835	WIRE-NO. 4	2,100.00	LF		\$	
4340	04932	INSTALL STEEL STRAIN POLE	1.00	EACH		\$	
4350	21066ND	MODEL 336 ENCLOSURE (DDM)	1.00	EACH		\$	
4360	21077ED	FIBER OPTIC CABLE	12,200.00	LF		\$	
4370	21543EN	BORE AND JACK CONDUIT	1,800.00	LF		\$	
4380	22403NN	WEB CAMERA ASSEMBLY	1.00	EACH		\$	
4390	23150NN	COMMUNICATION CABLE	100.00	LF		\$	
4400	23157EN	TRAFFIC SIGNAL POLE BASE	4.00	CUYD		\$	
4410	24901EC	PVC CONDUIT-2 IN-SCHEDULE 80	11,450.00	LF		\$	

Section: 0015 - TRAINEES

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP AMOUNT
4420	02742		TRAINEE PAYMENT REIMBURSEMENT 1 CEMENT MASON	1,200.00	HOUR		\$

Section: 0016 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
4430	02568	MOBILIZATION	1.00	LS		\$	
4440	02569	DEMOBILIZATION	1.00	LS		\$	