

CALL NO. <u>101</u> CONTRACT ID. <u>181036</u> <u>FLOYD COUNTY</u> FED/STATE PROJECT NUMBER <u>NHPP 0805 (027)</u> DESCRIPTION <u>KY-80</u> WORK TYPE <u>ASPHALT PAVEMENT & ROADWAY REHAB</u> PRIMARY COMPLETION DATE <u>8/31/2019</u>

LETTING DATE: October 26,2018

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME October 26,2018. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 17%

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

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PART I

SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 12

CONTRACT ID - 181036

NHPP 0805 (027)

COUNTY - FLOYD

PCN - DE03600801836 NHPP 0805 (027)

KY-80 ASPHALT PAVEMENT REHABILITATION ON KY-80 FROM MP 2.500 TO MP 8.656 IN FLOYD COUNTY, A DISTANCE OF 06.15 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 12-20000.00. GEOGRAPHIC COORDINATES LATITUDE 37:31:33.00 LONGITUDE 82:47:27.00

COMPLETION DATE(S):

COMPLETED BY 08/31/2019 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 electronic bidding software. 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.

April 30, 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 REOUIREMENTS 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.

ASPHALT MIXTURE

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

DGA BASE

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

DGA BASE FOR SHOULDERS

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

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

INCIDENTAL SURFACING

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

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.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY A

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

FLOYD COUNTY KY 80 MP 2.500 to MP 8.656

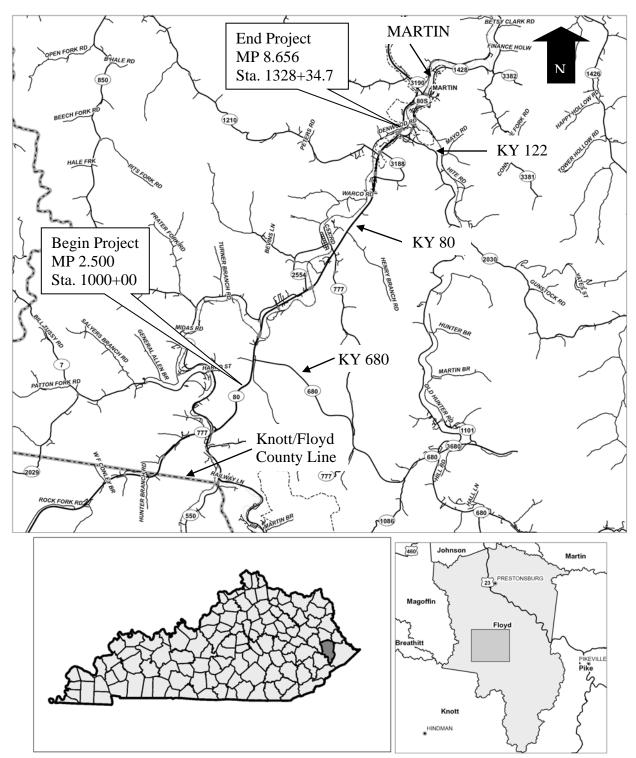
Construction Numbers NHPP 0805 (027) FD52 037 0080 001–009 Item Number: 12–20000.00 Prepared For The Kentucky Transportation Cabinet



Prepared By

DLZ WMB

1950 Haggard Court Lexington, Kentucky 40505 Ph. 859–299–5226



Not to Scale

Item Number:	12-20000.00		
Construction Numbers:	<u>NHPP 0805 (027) & FD52 037 0080 001-009</u>		
Letting Date:	September 21, 2018		
Recommended By:	Andre Johannes Project Manager	Date:	
Plan Approved By:	State Highway Engineer	Date:	

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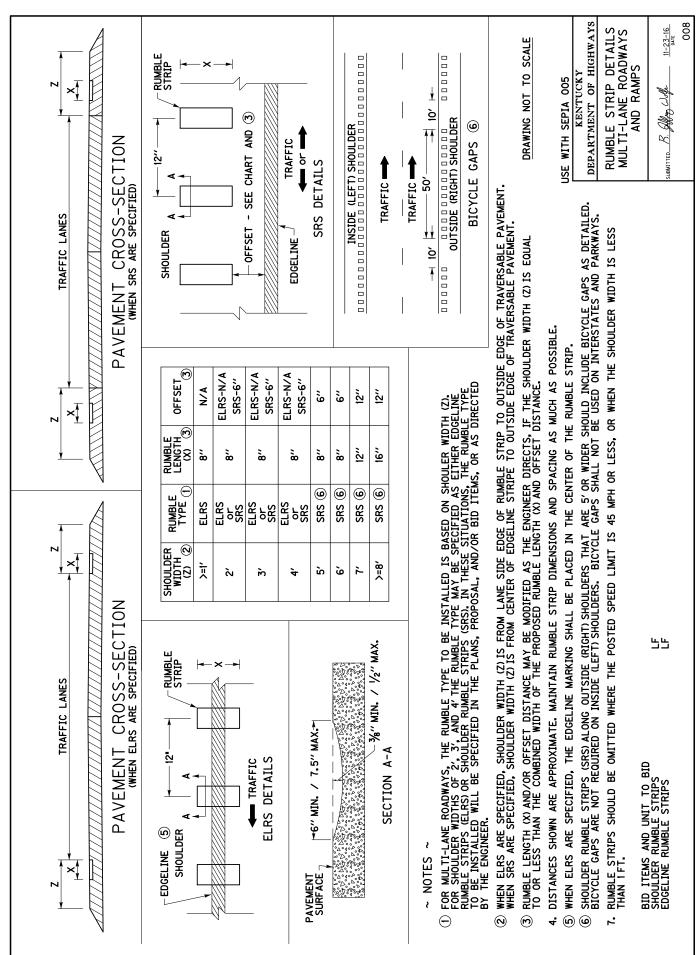
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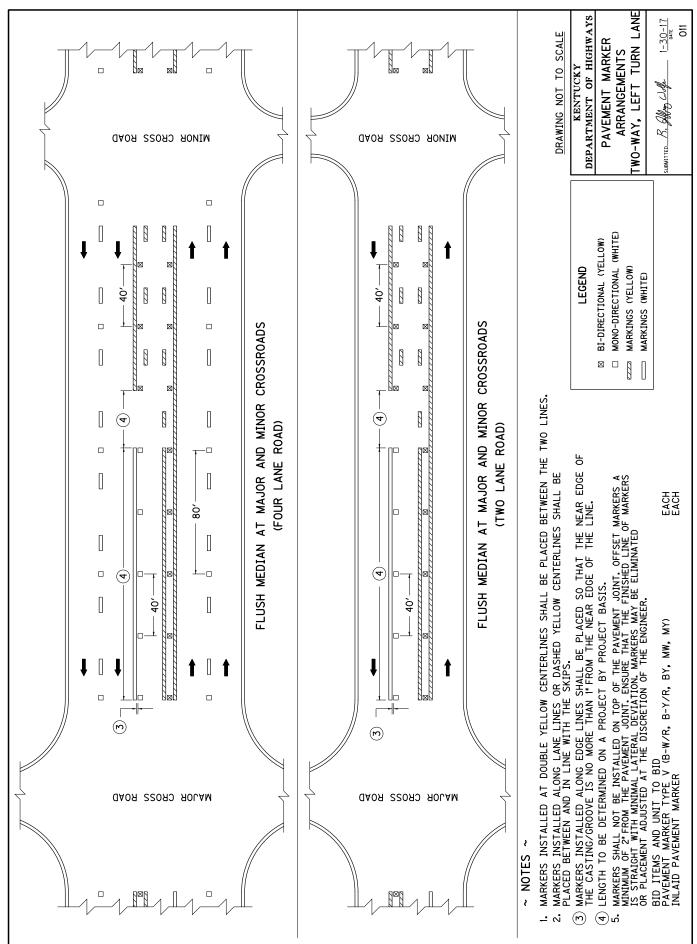
REFERENCES

- 1. Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction, Edition of 2012
- 2. FHWA Manual on Uniform Traffic Control Devices (MUTCD) 2009 Edition w/Revisions
- 3. Kentucky Department of Highways Standard Drawings, 2016 edition, as applicable:
 - RBC-002-03 Guardrail Connector To Bridge End Type A Components
 - RBI-002-07 Typical Guardrail Installations
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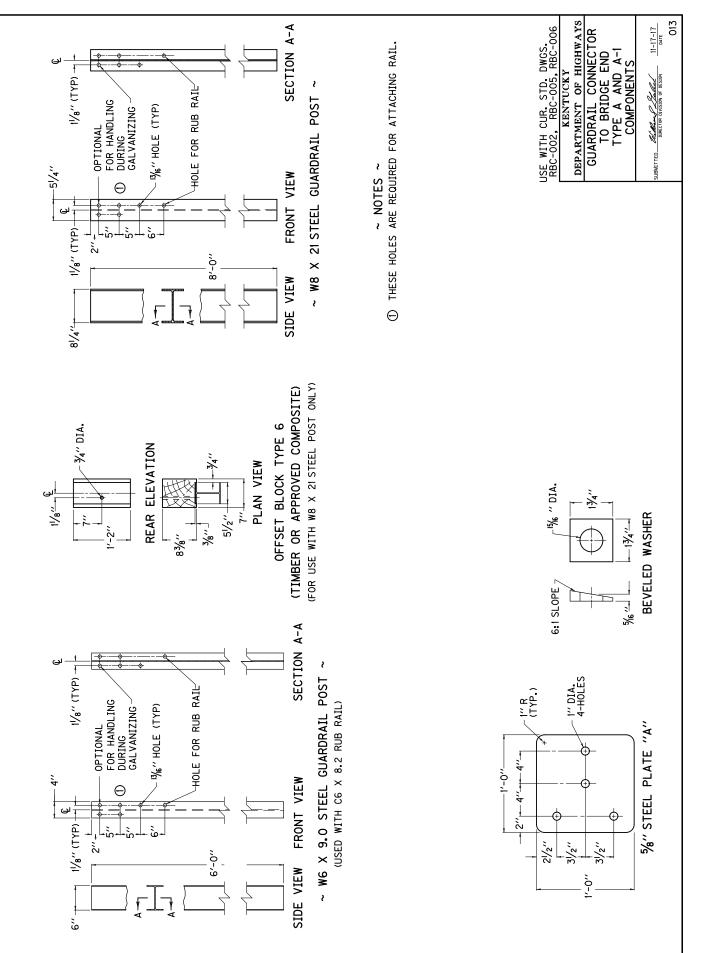
- 4. Kentucky Department of Highways Sepias, as applicable:
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 - Drawing No. 027 Steel Beam Guardrail ("W" Beam)
 - Drawing No. 028 Steel Guardrail Posts
 - Drawing No. 029 Guardrail End Treatment Type 1
 - Drawing No. 032 Delineators For Guardrail
 - Drawing No. 033 Guardrail System Transition
 - Drawing No. 038 Guardrail Treatment Type 2A



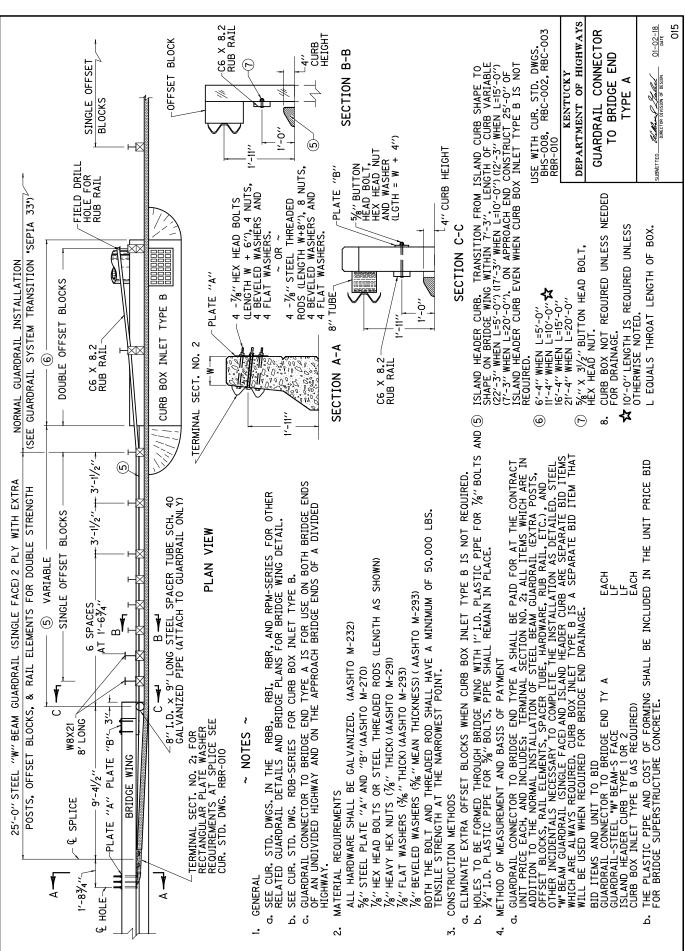
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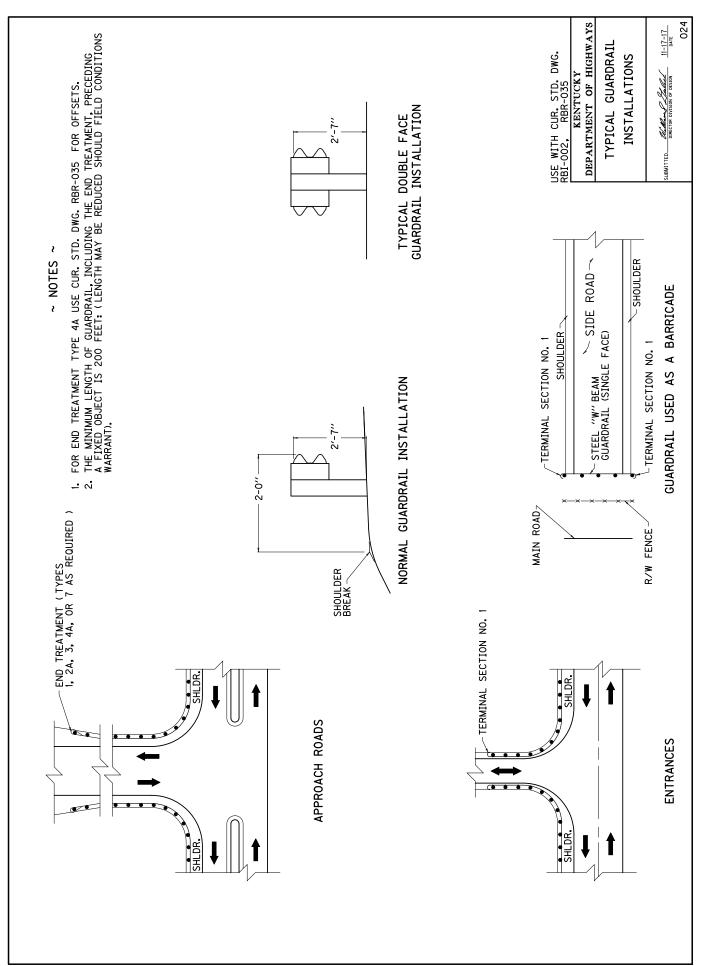




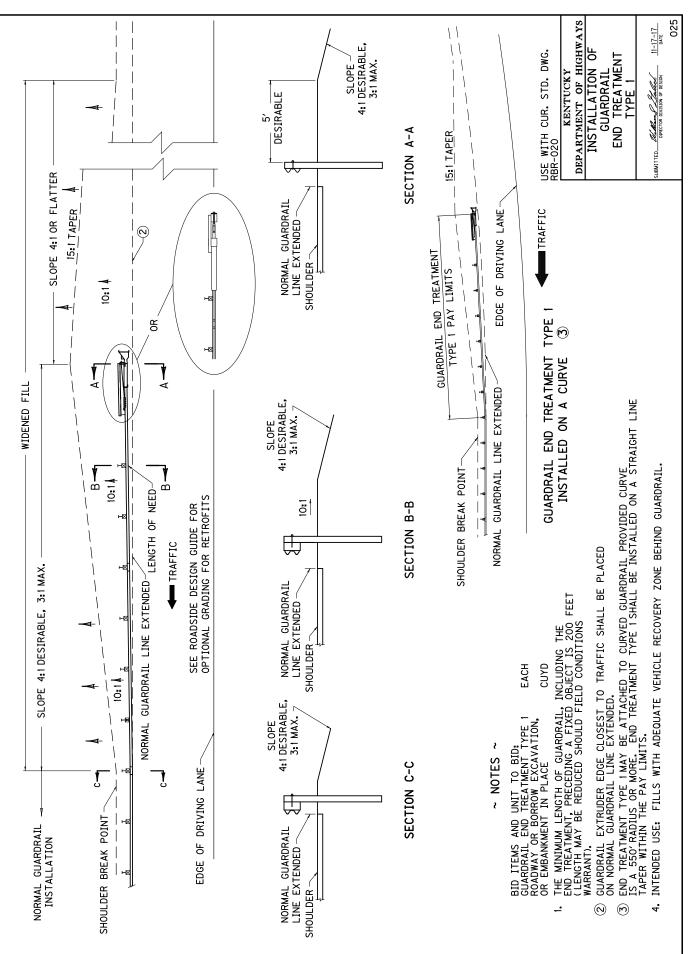




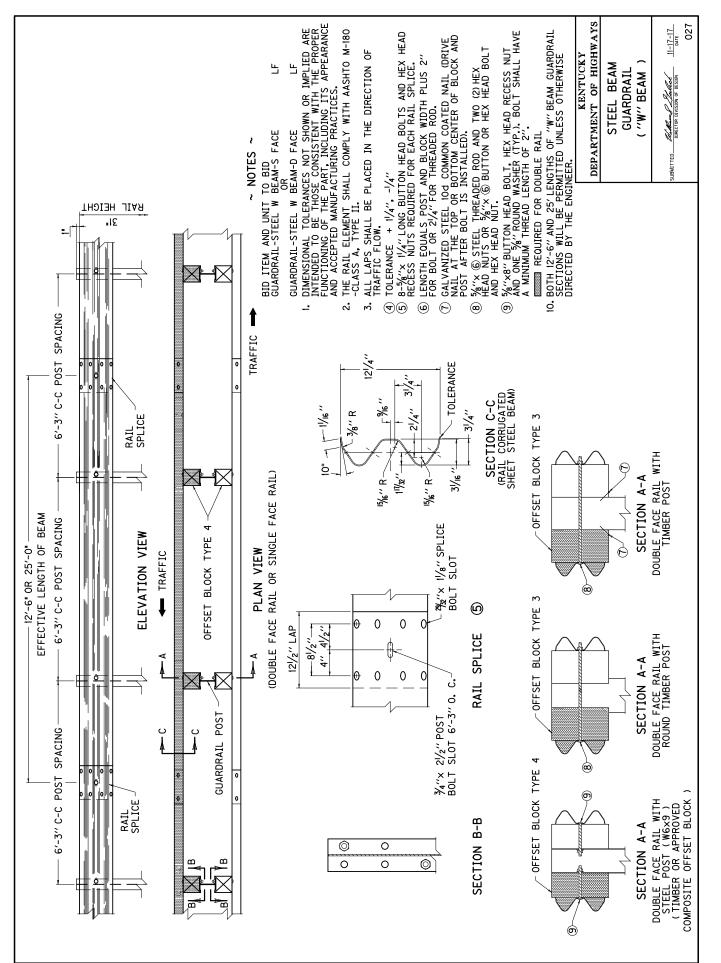
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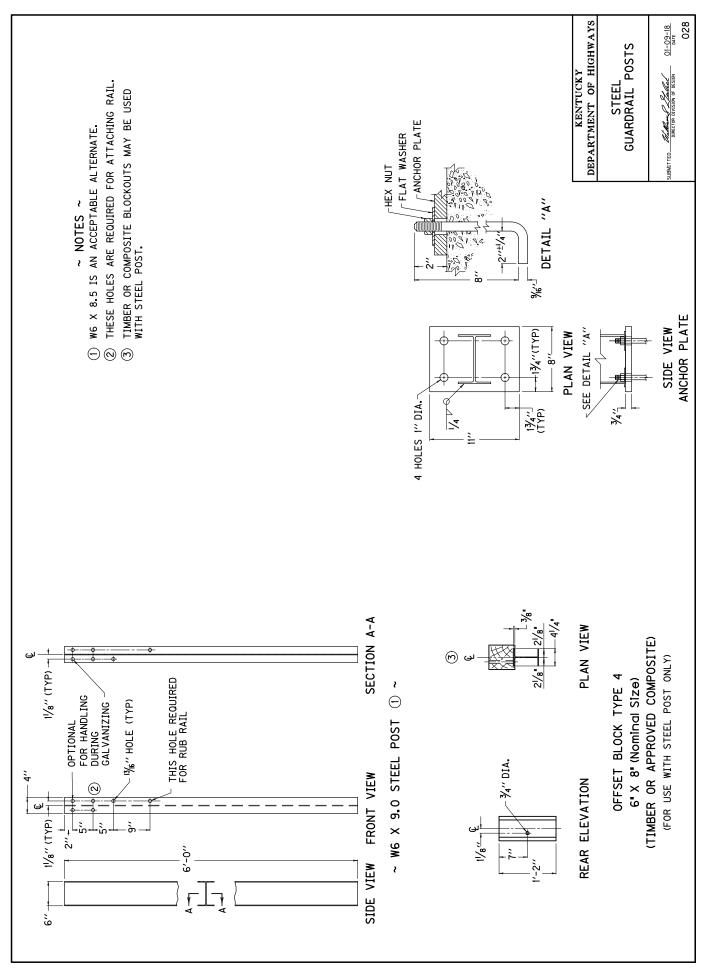


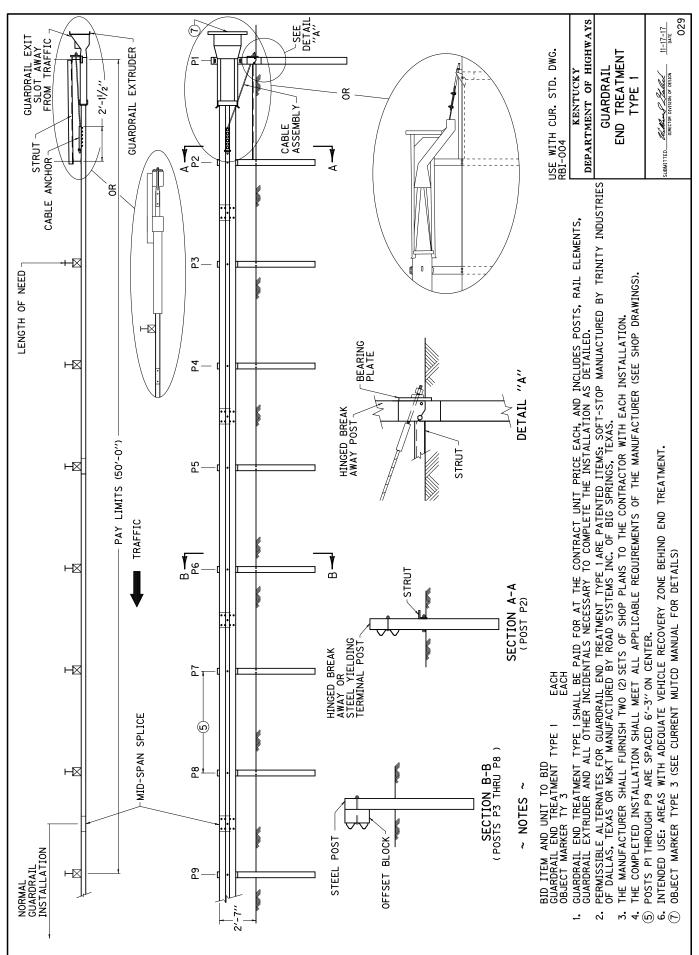


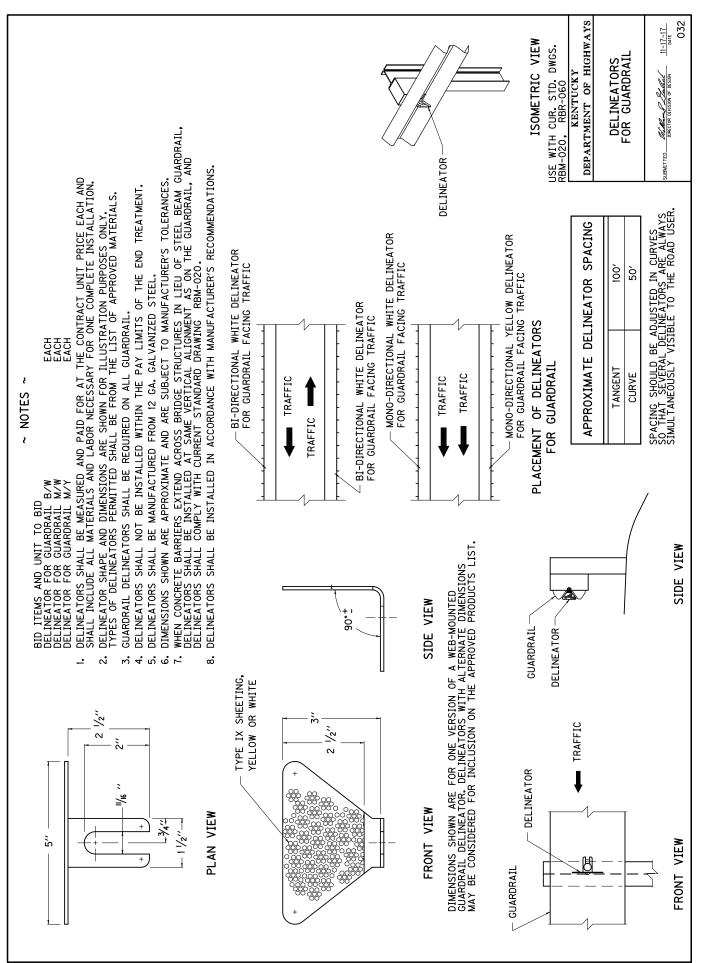


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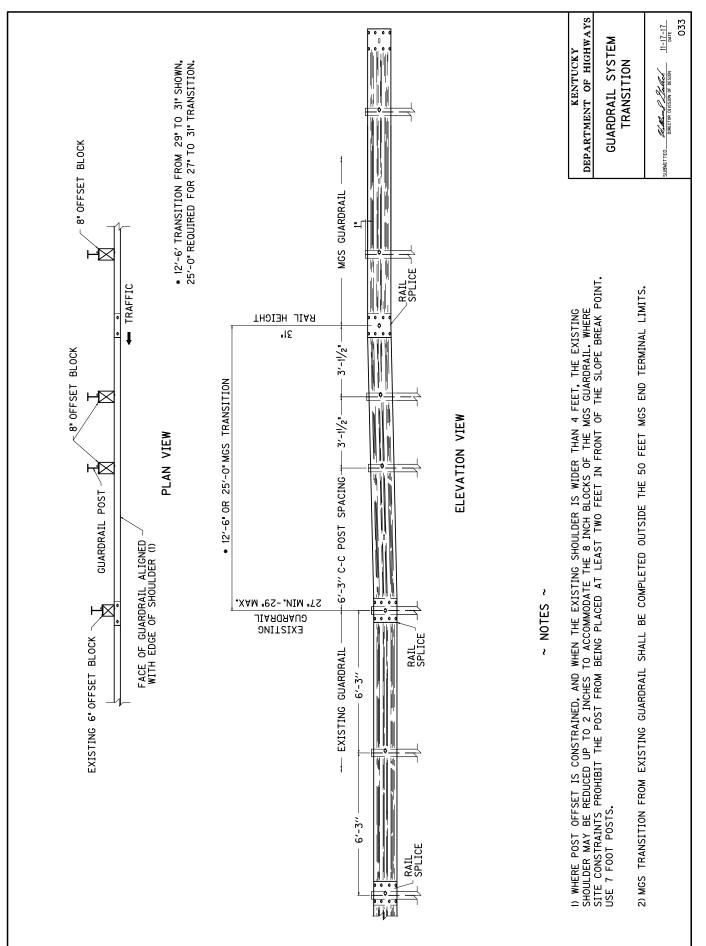




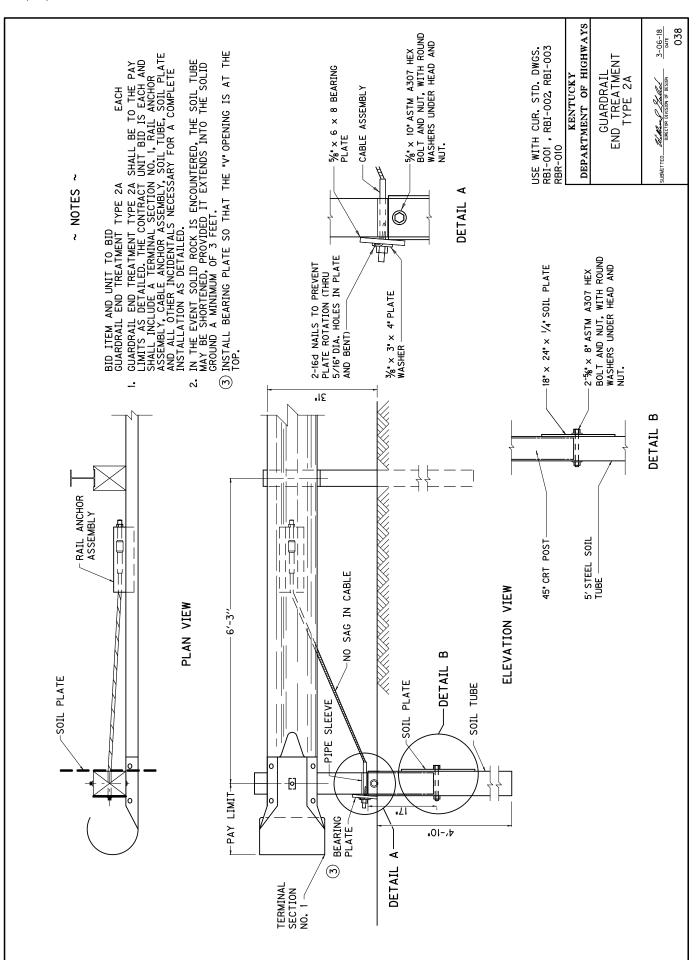




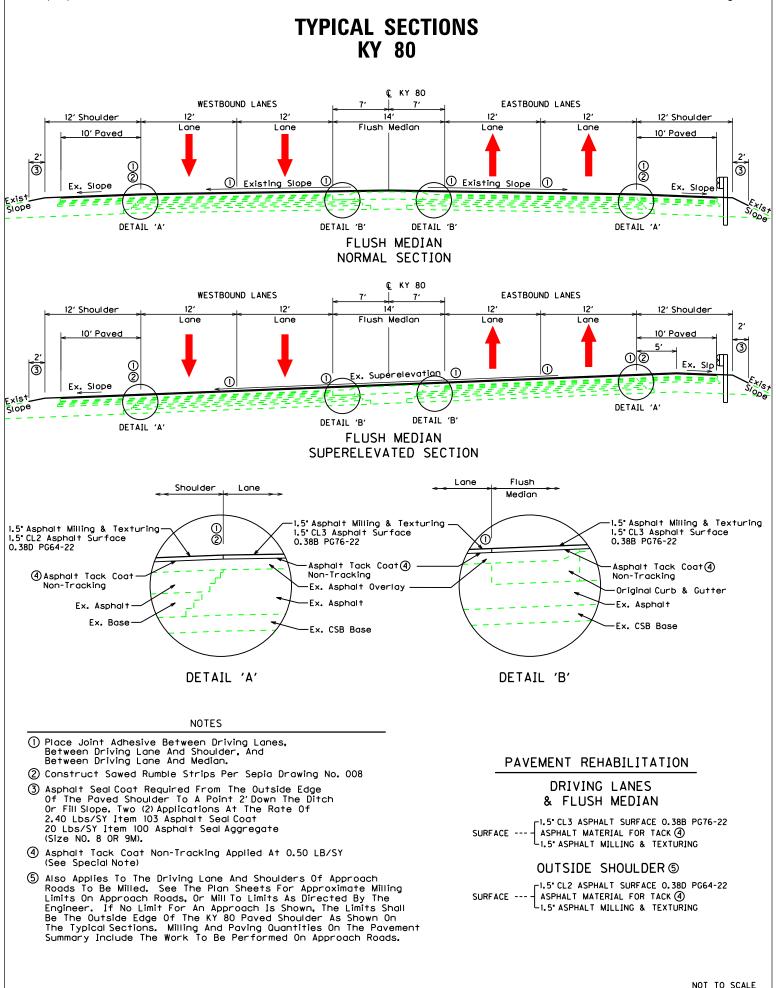


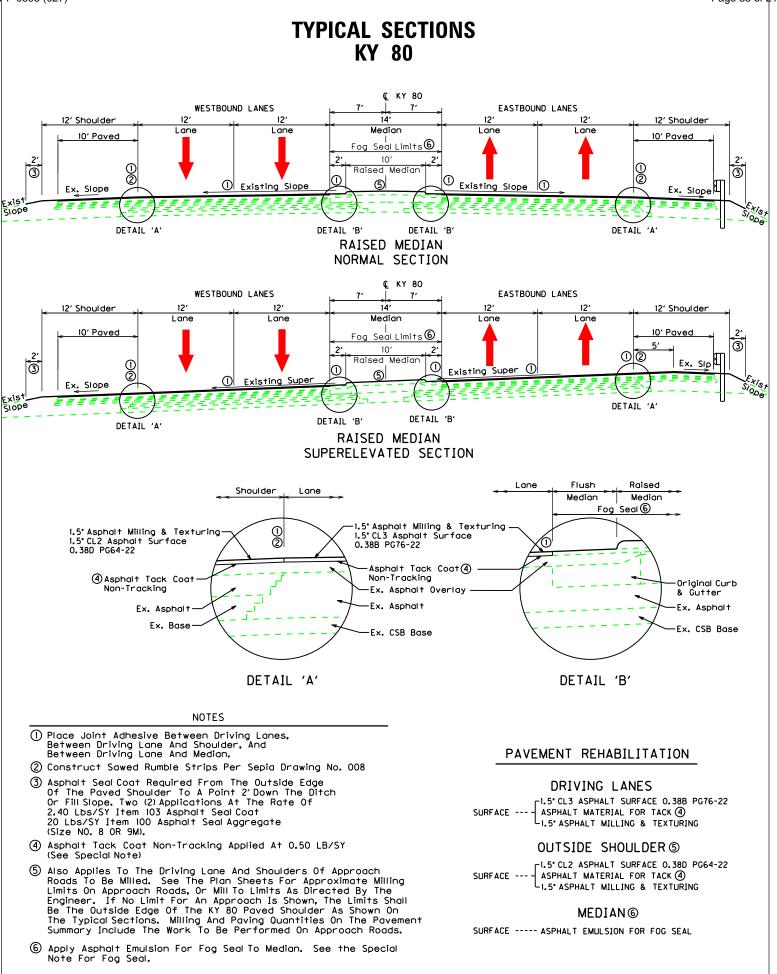






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GENERAL SUMMARY KY 80 PAVEMENT REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

			TOTAL	NOTES
CODE	ITEM	UNIT	ТО	
1984	Delineator For Barrier - White	Each	80	(2)
2014	Barricade-Type III	Each	10	
2483	Channel Lining Class II	Ton	2,500	(4)
2484	Channel Lining Class III	Ton	2,500	(4)
2562	Temporary Signs	SF	1,000	
2568	Mobilization	LS	1	
2569	Demobilization	LS	1	
2575	Ditching And Shouldering	Lin Ft	32,231	(3)
2650	Maintain & Control Traffic	LS	1	
2671	Portable Changeable Message Sign	Each	4	
2703	Silt Trap Type A	Each	30	
2726	Staking	LS	1	
2775	Arrow Panel	Each	2	
5950	Erosion Control Blanket	SY	15,000	
5985	Seeding And Protection	SY	10,000	
6412	Steel Post Mile Markers	Each	1	(5)
6510	Pave Striping-Temp Paint-4 In	Lin Ft	161,204	
6514	Pave Striping-Perm Paint-4 In	Lin Ft	161,204	
6540	Pave Striping-Thermo-4 In W	Lin Ft	1,294	(6)
6546	Pave Striping-Thermo-12 In W	Lin Ft	389	(6)
6568	Pave Marking - Thermo Stop Bar - 24 In	Lin Ft	235	
10020NS	Fuel Adjustment	Doll	20,553	
10030NS	Asphalt Adjustment	Doll	41,521	
24489EC	Inlaid Pavement Markers	Each	1,729	(1)

NOTES:

- (1) Existing pavement marker removal shall be incidental to the Asphalt Pavement Milling & Texturing bid item. See the Special Note for Inlaid Pavement Markers. Includes 15 for the KY 122 approach to KY 80 and 10 for the KY 1220 approach to KY 80.
- (2) For bridge barrier walls. Estimated at 50' spacing.
- (3) Includes both directions of roadway.
- (4) Estimated quantity for repairing ditches during Ditching And Shouldering as directed by the Engineer.
- (5) See Mile Marker Detail sheet for location.
- (6) For striping traffic islands at the KY 1210 and KY 122 intersections.

SEE THE BRIDGE PROPOSAL FOR BRIDGE BID ITEMS AND QUANTITIES

	PAVEMENT SUMMARY			
ITEM CODE	ІТЕМ		UNIT	TOTAL
1	DGA BASE	(1) (10)	TON	3,196
78	CRUSHED AGGREGATE SIZE NO. 2	(9)	TON	133
100	ASPHALT SEAL AGGREGATE	(2)	TON	549
103	ASPHALT SEAL COAT	(3)	TON	66
194	LEVELING & WEDGING PG76-22	(14)	TON	1,700
214	CL3 ASPH BASE 1.00D PG64-22	(9)	TON	447
301	CL2 ASPH SURF 0.38D PG64-22	(4) (13)	TON	6,303
387	CL3 ASPH SURF 0.38B PG76-22 (4) (13) PERFORATED PIPE - 4 INCH (9)			16,317
1000	PERFORATED PIPE - 4 INCH	LF	240	
1028	PERFORATED PIPE HEADWALL TY3-4 INCH	(9)	EA	10
2599	FABRIC - GEOTEXTILE TYPE IV	(9)	SY	178
2676	MOBILIZATION FOR MILLING & TEXTURING		LS	1
2677	ASPHALT PAVEMENT MILLING & TEXTURING	(4) (11)	TON	23,059
2696	SHOULDER RUMBLE STRIPS-SAWED		LF	60,927
3383	PVC PIPE - 4 INCH	(9)	LF	150
20071EC	JOINT ADHESIVE	(5)	LF	193,383
22861EN	HIGH STRENGTH GEOTEXTILE FABRIC TY V	(9)	SY	178
24781EC	INTELLIGENT COMPACTION FOR ASPHALT	(7)	TON	23,067
24878EC	ASPHALT EMULSION FOR FOG SEAL	(12)	TON	5
24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT	(7) (8)	SF	2,467,673
24970EC	ASPHALT MATERIAL FOR TACK NON-TRACKING	(6)	TON	69

NOTES:

- (1) Estimated at 115 pounds per square yard per inch
- (2) Estimated at 20 pounds per square yard.
- (3) Estimated at 2.4 pounds per square yard.
- (4) Estimated at 110 pounds per square yard per inch of depth.
- (5) See Special Note For Longitudinal Pavement Joint Adhesive.
- (6) Estimated at 0.50 pounds per square yard. See the Special Note for Non-Tracking Tack Coat.
- (7) See the Special Note for Intelligent Compaction Of Asphalt Mixtures.
- (8) See the Special Note for Paver Mounted Temperature Profiles
- (9) For Base Failure Repairs. See the Base Failure Repair Detail Sheets.
- (10) Includes 41 Tons For Base Failure Repairs and 3,155 Tons for refilling settled areas of the DGA shoulders.
- (11) Includes 439 Tons For Base Failure Repairs.
- (12) Estimated at 8.4 Lb/Gal with an application rate of 0.08 Gal/SY.
- (13) Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05(A).
- (14) Estimated quantity to be used as directed by the Engineer.

PAVEMENT AREAS	
ITEM	TOTAL
	SQ YDS
1.5" CL3 ASPH SURF 0.38B PG76-22	197,782
1.5" CL2 ASPH SURF 0.38D PG64-22 (3)	76,403
1.5" ASPHALT PAVEMENT MILLING & TEXTURING	274,185
ASPHALT EMULSION FOR FOG SEAL (2)	14,831
ASPHALT MATERIAL FOR TACK NON-TRACKING	274,185
ASPHALT SEAL AGGREGATE (1)	54,868
ASPHALT SEAL COAT (1)	54,868
ASPHALT SEAL COAT (1)	54,868

(1) Two applications required. Quantity shown is for two applications.

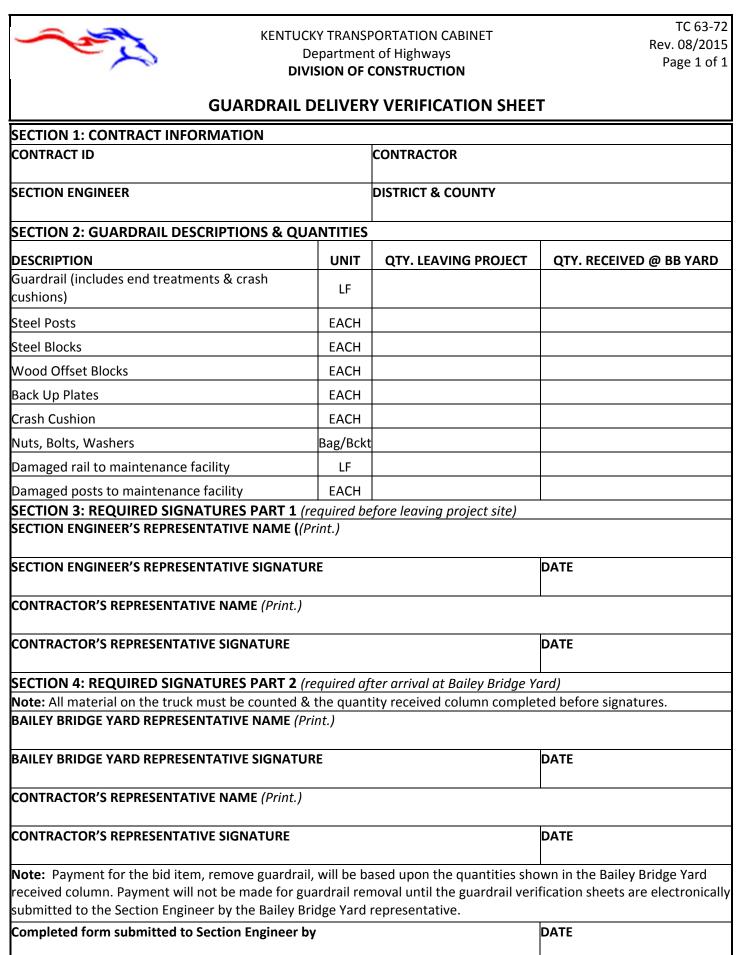
(2) See the special note for Fog Seal.(3) Includes area for approach roads.

					GUARDRA	GUARDRAIL SUMMARY					
							ITEM				
				(1)							
	I OCATION			2381	2351	2363	2360	2367	2369	1982	
				STEEL	W BEAM	CONNECTOR TO	GUARDRAIL	END TRE	END TREATMENT	DELINEATOR	OR
				REMOVE	S FACE	BRIDGE END TVBE A	TERMINAL SECTION NO 1	₹ ₹	TYPE	MONO DIR.	R.
STΔ	STATIONS								C V	~	
X	KY 80		2								
Sta.	To Sta.										
0.0	10	(2) (3)	3) Lt	1548.0	1600.0			~		33	
1000+00.0	1035+41.4		Ł	3561.4	3562.5				-	48	
1021+65.7	1024+31.4		Ľ	277.2	287.5		-		1	3	
1024+50.7	1028+43.3	(3)		300.2	362.5		-	-		4	
1044+83.8	1052+23.4			739.8	700.0		1	-		15	
1047+47.0	1052+33.7	(2)	Ę	513.6	525.0				1	11	
1053+78.1	1057+27.3		Rt	353.1	312.5		1	1		4	
1054+27.8	1061+68.8		Ľ	677.7	687.5	1			1	7	
1057+81.6	1060+68.8		Rt	290.5	300.0	1	-			3	
1065+61.6	1070+18.7		Rţ	478.0	487.5	1	1			10	
1066+11.2	1070+57.9		Ę	505.6	512.5	1	1			10	
1070+54.0	1099+50.6	(2)	Rt	2886.7	2887.5		۲			39	
1076+57.9	1088+88.3		Lt	1265.5	1225.0			1	1	26	
1091+58.2	1093+60.5		Ľ	202.5	162.5			-	1	2	
1097+57.5	1099+28.4		_	176.2	187.5				-	2	
1099+79.3	1108+08.7		_	864.7	875.0				-	6	
1105+76.1	1121+12.0	(2)		1618.3	1625.0		-			16	
1113+46.9	1121+60.6			815.2	775.0			-		8	
1122+09.4	1124+61.9	(2)		261.4	262.5				1	3	
1127+53.1	1133+65.3			628.0	587.5		-	-		6	
1131+60.2	1133+67.9	(2)		250.7	262.5				1	3	
1133+82.0	1136+14.9		Rt	240.3	250.0	1	-			3	
1133+99.8	1136+37.7	(2)	Lt	264.4	275.0	1				3	
1140+24.1	1142+35.3		Rt	215.3	225.0	1			1	5	
1140+57.6	1143+50.1		Lt	302.4	312.5	1	-			9	
1143+69.0	1150+41.6	(2)	Ę	675.3	637.5			1		14	
1144+77.0	1147+60.8		Rt	289.7	250.0			٢	ŀ	9	
1157+57.6	1159+08.2		Rt	165.0	175.0		1		١	2	
1169+15.1	1174+26.5		Lt	524.9	525.0				ŀ	11	
1172+38.4	1175+90.6	(3)	Rt	252.7	312.5			-	1	7	
1174+49.0	1177+05.8		Lt	264.2	225.0			1		6	
1176+88.6	1180+48.6			438.5	450.0		-			5	
1186+02.7	1189+41.8	(3)	Rt	239.8	300.0			-	1	4	
1187+22.2	1191+01.2			389.9	400.0				-	4	
1200+68.9	1205+07.9	(2) (3)		375.7	437.5			-		5	
1204+08.2	1217+68.8		Ţ	1364.0	1325.0			~	~	28	

					GUARDR ⁴	GUARDRAIL SUMMARY					
							ITEM				
				(1)							
_				2381	2351	2363	2360	2367	2369	1982	
4				STEEL \	STEEL W BEAM	CONNECTOR TO	GUARDRAIL	END TREATMENT	ATMENT	DELINEATOR	T OR
				REMOVE	S FACE	BRIDGE END	TERMINAL	ΣT	TYPE	MONO DIR.	Я.
	-					TYPE A	SECTION NO 1	-	2A	8	
STATIONS	SNC		LOC		Ŀ		EA	EACH			
1237+13.5	1254+27.1	(2)	Lt	1738.5	1750.0				1	35	
1249+78.8	1253+24.4	(3)	Rt	289.6	350.0		1	1		8	
1254+53.7	1260+49.9	(2)	Lt	627.4	587.5			Ļ		9	
1269+58.6	1271+56.0		Lt	204.1	212.5	1	+			2	
1269+63.5	1271+33.9	(2)	Rt	213.9	225.0	1				2	
1273+74.2	1274+62.0		Rt	103.2	112.5	1	1			1	
1273+96.5	1274+96.3		Lt	115.5	125.0	1	1			1	
1291+27.3	1293+36.8		Rt	252.5	262.5	1	+			5	
1292+45.3	1293+58.8	(2)	Lt	223.4	225.0	1				5	
1295+73.2	1296+25.4		Rt	128.4	137.5	1	1			3	
1295+98.1	1296+88.5		Lt	102.9	112.5	1	1			2	
1305+96.7	1308+86.1		Lt	314.4	275.0		1	٢		7	
1306+51.3	1317+90.4		Rt	1162.8	1175.0		1		1	24	
1313+32.5	1321+08.7		Lt	765.0	775.0	1			1	16	
1321+76.7	1322+21.6		Rt	263.2	275.0	+	-			9	
TOTAL				30,721	30,887.5	18	25	18	21	494	

Salvage existing material as per Section 719.03.07, except that The Contractor shall complete the "Guardrail Delivery Verification Sheet' hours of 8:00AM and 3:00PM, Monday through Friday. Remove any existing guardrail with a lane closure in place. Do not leave the area unprotected. After the guardrail is removed, a shoulder closure shall remain in place until the guardrail is replaced in that area. and deliver existing salvaged guardrail system materials to the Central Sign Shop and Recycle center at 1224 Wilkinson Blvd in Frankfort, KY. Contact Section Supervisor at (502) 564-8187 to schedule the delivery of material. Deliver the material between the Ē

- Tie into existing guardrail.
- Extend approach end 100 ft from existing location. Quantity shown includes extended length. <u>(</u>) () ()
- NOTE: See Sepia 033 "Guardrail System Transistion" for connecting new guardrail to existing. Guardrail quantities for the transition are included in this summary.



CURB SUMMARY	
	ITEM
LOCATION	1890
	(1)
ROADWAY	ISLAND HEADER CURB TYPE 1
KY 80	
1002+44.4 to 1005+39.8 Rt	296
1005+82.6 to 1006+34.8 Rt	52
1000102.0 10 1000104.0111	
1006+78.4 to 1008+13.4 Lt	11
	11 206
1006+78.4 to 1008+13.4 Lt	
1006+78.4 to 1008+13.4 Lt 1008+34.0 to 1010+39.7 Lt	206
1006+78.4 to 1008+13.4 Lt 1008+34.0 to 1010+39.7 Lt 1010+76.6 to 1012+33.7 Lt	206 158

(1) Removal of existing asphalt wedge curb will be incidental to installation of Island Header Curb Type 1.

(2) Replace only the existing asphalt curb in this area. Do not disturb the existing concrete curb.

DRAINAGE SUMMARY

		CONCRETE - CLASS B	CLEAN ROADWAY DRAINS	REPLACE GRATE	NOTES
ITEM CODE		2555	3260	20366NN	
UNIT		TON	EACH	EACH	
STATION	LOCATION				
KY 80					
1060+05.8	Rt		1		MEDIAN BOX INLET AND SLOTTED RAIN PIPE (2)
1313+80.8	Lt			1	30" PIPE HEADWALL GRATE BROKEN
1320+79.8	Lt	4			REPAIR EROSION AROUND AND UNDER 15" HEADWALL (1)
	Total	4	1	1	

(1) A quantity of Channel Lining Class II has been provided for this work and other locations as directed by the Engineer. See the General Summary.

(2) Includes cleaning out the median box inlet at this location as well as the associated slotted drain pipe that exits into the box. No additional work is shown for these structures in the Proposal. See the Slotted Drain Repair Summary, the Reconstruct Median Box Inlet Summary, and their respective detail sheets for work on other median box inlets and slotted drains.

FLOYD COUNTY NHPP 0805 (027)

GENERAL SUMMARY KY 80 PAVEMENT REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

RECONSTRUCT MEDIAN BOX INLET SUMMARY

STATION	LOCATION	RECONSTRUCT MEDIAN BOX INLET
		1633
UNI		EACH
1001+98.1	Lt	1
1005+97.3	Lt	1
1006+49.1	Lt	1
1008+49.5	Rt	1
1012+49.5	Rt	1
1016+46.7	Rt	1
1019+46.0	Rt	1
1019+97.9	Rt	1
1027+22.6	Rt	1
1029+19.7	Rt	1
1030+85.7	Rt	1
1032+46.7	Rt	1
1033+96.7	Rt	1
1035+32.3	Rt	1
1046+93.9	Lt	1
1059+08.3	Rt	1
1072+56.2	Rt	1
1073+38.3	Rt	1
1078+02.8	Lt	1
1079+10.6	Lt	1
1080+09.9	Lt	1
1081+09.9	Lt	1
1082+08.7	Lt	1
1083+08.2	Lt	1
1084+08.2	Lt	1
1085+09.5	Lt	1
1086+08.6	Lt	1

STATION	LOCATION	RECONSTRUCT MEDIAN BOX INLET
ITEM N		1633
		EACH
1087+08.4	Lt	1
1088+85.0	Lt	1 1
1089+60.7	Lt	
1090+28.5	Lt Pt	1 1
1125+60.1 1126+09.0	Rt Rt	1
	RI D+	1
1126+73.8 1127+59.5	Rt Rt	1
1140+87.2	Rt	1
1144+07.6	Rt	1
1147+08.2	Rt	1
1148+42.3	Rt	1
1168+09.1	l t	1
1169+60.1	Lt Lt	1
1171+84.5	Lt	1
1174+04.3	Lt	1
1212+72.4	Lt	1
1214+87.7	Lt	1
1238+80.9	Rt	1
1242+20.4	Rt	1
1246+24.3	Rt	1
1286+33.8	Lt	1
1305+80.9	Lt	1
1307+30.3	Lt	1
1309+10.2	Lt	1
1313+80.6	Rt	1
1316+81.0	Rt	1
1319+56.3	Rt	1
ΤΟΤΑ	\L:	55

See the "Reconstruct Median Box Inlet Detail" sheet.

SLOTTED DRAIN REPAIR SUMMARY

JO LIED DKAIN INDFOINT OF ILED DRAIN IND1+87.7 1005+82.0 1006+38.7 1008+39.0 1012+39.4	LOCATION	REPAIR SLOTTED DRAIN
	<u>чо.</u> т	24542EC LF
1001+87.7	Lt	11
1005+82.0	Lt	21
1006+38.7	Lt	11
1008+39.0	Rt	11 11 12
1012+39.4	Rt	12
1016+36.1	Rt	11
1019+35.5	Rt	11
1019+87.3	Rt Rt	11 11
1027+12.1	Rt	11
1029+09.0	Rt	11 11
1030+75.3	Rt	11
1032+36.0	Rt	11
1033+86.0	Rt	11 11
1035+21.7	Rt	11
1046+83.5	Lt	11
1059+28.8	Rt	32
1072+43.9	Rt	11
1073+17.7	Rt	32
1077+92.7	Lt	11
1079+00.0	Lt	11
1079+99.3	Lt	11
1080+99.2	Lt	11
1081+97.9	Lt	11
1082+97.8	Lt	11
1083+97.9	Lt	11
1084+98.9	Lt	11
1085+97.9	Lt	11

STATION MIDPOINT OF	LOCATION	NIED DRAIN 24542EC
		LF
1086+97.8	Lt	11 11
1088+74.6	Lt	11
1089+50.3	Lt Lt	31
1090+08.2		<u>।</u> २२
1125+80.4 1126+24.8	Rt Rt	32 21 11
1126+24.6	Rt	<u>∠</u> 1 11
1120+04.0	Rt	11
1140+97.9	Rt	11 11
1144+18.1	Rt	11
1147+18.9	Rt	11
1148+52.9	Rt	11 11
1167+98.7	Lt	11
1169+49.9	Lt	11
1171+74.0	Lt	12
1173+94.2	Lt	11
1212+57.1	Lt	21
1214+72.2	Lt	21
1238+91.5	Rt	11
1242+30.8	Rt	11
1246+34.8	Rt	12
1286+23.2	Lt	12
1305+70.3	Lt	12
1307+19.6	Lt	12
1308+48.6	Lt	121
1313+55.2	Rt	46
1314+34.9	Rt	102
1316+91.7	Rt	11
1320+04.5	Rt	44
ΤΟΤΑ	L:	1014

See the "Slotted Drain Pipe Repair Detail" sheet.

STATION	LOCATION (1)
1001+98.8	57' Lt
1008+43.5	51' Lt
1016+50.0	66' Rt
1019+99.9	52' Rt
1029+20.0	55' Rt
1031+11.7	52' Rt
1032+43.1	48' Rt
1033+96.4	69' Rt
1035+31.0	87' Rt
1059+07.7	57' Lt
1073+38.8	56' Rt
1081+13.9	63' Lt
1084+09.6	64' Lt
1090+28.9	55' Lt
1125+59.6	64' Rt

CLEAN PIPE STRUCTURE SUMMARY

STATION	LOCATION (1)
1126+75.1	63' Rt
1127+59.1	63' Rt
1169+60.2	65' Lt
1171+85.3	63' Lt
1174+04.5	59' Rt (2)
1212+74.1	53' Rt
1214+89.5	49' Rt
1238+80.8	57' Lt
1242+21.0	53' Lt
1246+29.9	59' Rt
1305+80.4	55' Rt
1316+80.5	62' Lt
1319+55.7	52' Lt
1320+79.9	52' Lt

NOTES:

- (1) Offset is approximate distance from center of roadway.
- (2) Repair eroded outlet ditch with Channel Lining Class II or Class III as directed by the Engineer. See Note 4 on the General Summary.

All pipe structures listed in this table are 36 inches or less in diameter and their cleaning will be incidental to Bid Item No. 2575 Ditching And Shouldering per Section 209 of the KYTC Standard Specifications.

This table is provided to help with locating pipe structures which are to be cleaned out. The Engineer may direct the cleaning out of other pipe structures 36 inches or less in diamter not listed in this table.

THERMOPLASTIC TURN ARROWS SUMMARY

TURNING MOVEMENT	ITHERMO CURV ARROW
KY 80 EB Rt Onto KY 680	3
KY 80 WB Lt Onto KY 680	7
KY 80 EB Lt Onto Spriggs Rd	4
KY 80 WB Lt to Library Entr.	1
KY 80 EB Lt Onto Old Goose Creek Hill Rd	2
KY 80 EB Lt Onto KY 550	3
KY 80 WB Lt Onto Davis Rd	2
KY 80 EB Lt To Chevron Station	2
KY 80 WB Lt Onto Ousley	3
KY 80 EB Lt Onto KY 550	3
KY 80 EB Lt Onto KY 2554	3
KY 80 EB Lt Onto KY 777	3
KY 80 WB Lt Onto KY 777	3
KY 80 WB Lt Onto CR 1224	2
KY 80 EB Lt Onto Warco Rd	2
KY 80 WB Lt Onto Warco Rd	3
KY 80 EB Lt Onto KY 3188	2
KY 80 WB Lt Onto KY 3188	2
KY 80 EB Lt Onto KY 1210	2
WB Lt To Louis T. Foley Mission Center	1
KY 80 WB Lt Onto KY 3188	1
KY 80 EB Lt Onto Raymond Griffith Dr.	1
KY 80 WB Lt Onto Soidia Dr, BP Station	2
KY 80 EB Rt Onto KY 1428	1
KY 80 WB Lt Onto KY 122	3
EB KY 122 Lt To McDonalds	1
WB KY 122 Rt Onto EB KY 80	2
KY 680 Lt and Rt Onto KY 80	4
KY 1210 Lt and Rt Onto KY 80	4
Total	72

NOTE:

Estimated Number Of Turn Arrows Needed. The Engineer May Specify More Or Less Arrows At Any Specific Turning Movement.

GENERAL NOTES KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

THIS PROJECT IS A FULLY CONTROLLED ACCESS HIGHWAY

I. GENERAL

Perform all work in accordance with the Department's 2012 Standard Specifications, Supplemental Specifications, applicable Special Provisions, and Standard and Sepia Drawings except as specified in these notes or elsewhere in this proposal. Article references are to the Standard Specifications.

 Maintain and Control Traffic; (2) Inlaid pavement markers; (3) Asphalt Pavement Milling and Texturing; (4) Guardrail Replacement; (5) Drainage Structure Repairs; and (6) All other work specified as part of this contract.

All existing mile markers within the project limits have been shown on the plan sheets along with their station based on the centerlines shown in the plans. These can be used to relate the stations shown in the summaries and on the plan sheets to their location in the field. Referenced Mile Point locations have been measured from the previous mile marker on the eastbound side of the roadway.

II. MATERIALS

Except as specified in these notes or on the drawings, all materials will be according to the Standard Specifications and applicable Special Provisions and Special Notes. The Department will sample and test all materials according to the Department's Sampling Manual and the Contractor will have the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing, unless otherwise specified in these notes.

- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. PAVEMENT STRIPING-4 INCH.** Use Pave Striping Perm Paint 4 Inch (W or Y) for permanent striping.

III. CONSTRUCTION METHODS

- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. SITE PREPARATION.** Be responsible for all site preparation. This item shall include, but is not limited to, clearing and grubbing, excavation and backfilling, embankments, removal of obstructions or any other items, and disposal of materials. All site preparation shall be only as approved or directed by the Engineer. Except for the bid items listed, site

preparation will not be measured for payment but shall be incidental to the other items of work.

- **C. MILLING AND PAVING.** After milling, where milling is called for in the proposal, correct settlement over pipes and culverts and remove de-bonded or flaking courses.
- D. DISPOSAL OF WASTE. Dispose of all cuttings, debris, and other waste off the right-ofway at approved sites obtained by the Contractor at no additional cost to the Department. The Contractor will be responsible for obtaining any necessary permits for this work. Temporary openings in the right-of-way fence for direct access to waste sites off the right-of-way or for access to other public roads will not be allowed. No separate payment will be made for the disposal of waste and debris from the project or obtaining the necessary permits, but will be incidental to the other items of the work.
- E. FINAL DRESSING, CLEANUP, AND SEEDING. After all work is completed, completely remove all debris from the job site. Perform Final Dressing Class A on all disturbed areas. Sow all disturbed earthen areas with the seed mixtures specified by the Engineer or place Erosion Control blanket on the areas if directed to do so by the Engineer. This work will be incidental to the other items of work.
- **F. PAVEMENT STRIPING AND PAVEMENT MARKERS.** Permanent striping will be in accordance with Section 713, except that:
 - (1) Striping will be 4" in width.
 - (2) Permanent striping will be Pave Striping-Perm Paint-4 Inch for lane and edge lines
 - (3) Existing pavement marker removal shall be incidental to Asphalt Pavement Milling & Texturing.
 - (4) Inlaid Pavement Markers will be required. See the Special Note for Inlaid Pavement Markers.
- **G. ON SITE INSPECTION.** Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting a bid and shall be thoroughly familiarized with existing conditions so that the work can be expeditiously performed after a contract is awarded. Submission of a bid will be considered evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.
- **H. PROPERTY DAMAGE.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's work. Restore all disturbed features in like kind materials and design to the existing or proposed grades, as applicable, at no additional cost to the Department.
- I. CAUTION. Information shown on the drawings 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 does not give any

guarantee as to the accuracy of the data and will not consider any claim for additional compensation if the conditions encountered are not in accordance with the information shown.

J. UTILITY CLEARANCE. Do not disturb existing overhead or underground utilities. Many utility crossings have been field surveyed and their locations shown on the plan sheets, however, others may exist within the project limits. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations at no additional cost to the Department. See the Special Note for Utility Clearance Impact on Construction.

IV. METHOD OF MEASUREMENT

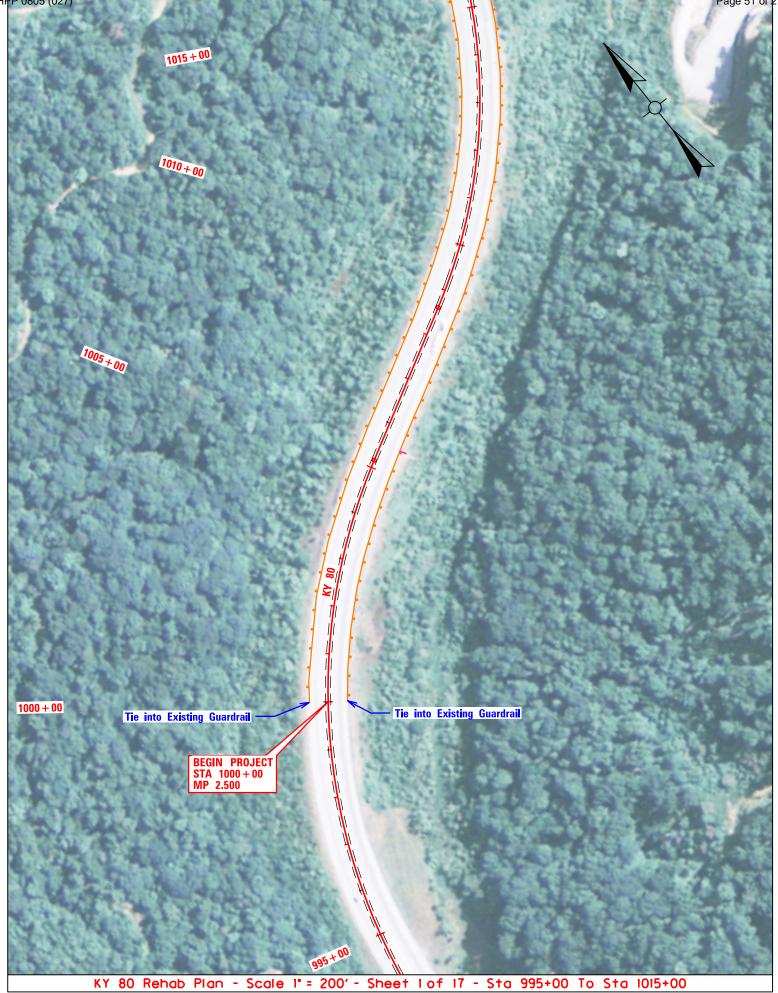
Except as specified in these notes, or elsewhere in the drawings or this proposal, the method of measurement will be in accordance with the Standard Specifications.

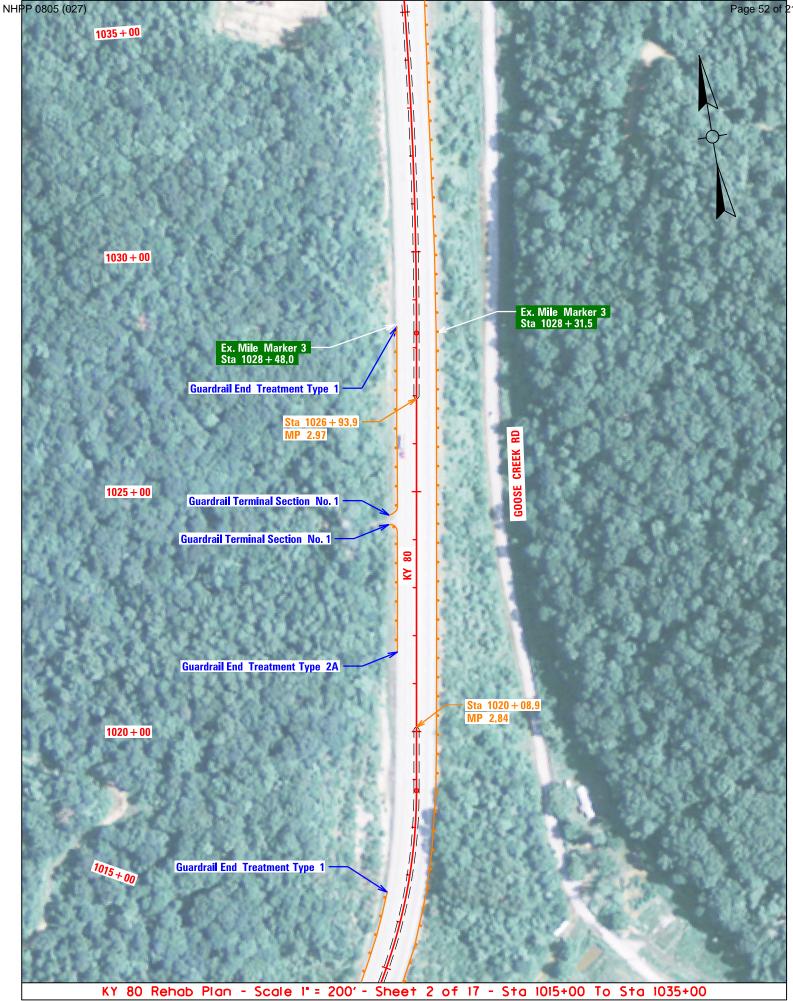
- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. SITE PREPARATION.** Other than the bid items listed, the Department will not measure Site Preparation for payment but shall be incidental to other items of work.
- **C. INLAID PAVEMENT MARKERS AND PERMANENT STRIPING.** Pavement Striping is measured per linear foot. Inlaid Pavement Markers are measured as each (See the Special Note for Inlaid Pavement Markers).

V. BASIS OF PAYMENT

Except as specified in these notes, or elsewhere in the drawings or this proposal, basis of payment will be in accordance with the Standard Specifications. No direct payment will be made other than for the bid items listed. All other items required to complete the construction will be incidental to the bid items listed. Existing signs damaged by the Contractor will be replaced by the Contractor at the Contractor's expense.

- A. MAINTAIN AND CONTROL TRAFFIC. See Maintenance Of Traffic Plan.
- **B. SITE PREPARATION.** Other than the bid items listed, no direct payment will be allowed for site preparation, but will be incidental to the other items of work.
- **D. INLAID PAVEMENT MARKERS AND PERMANENT STRIPING**. See the General Summary Sheet.





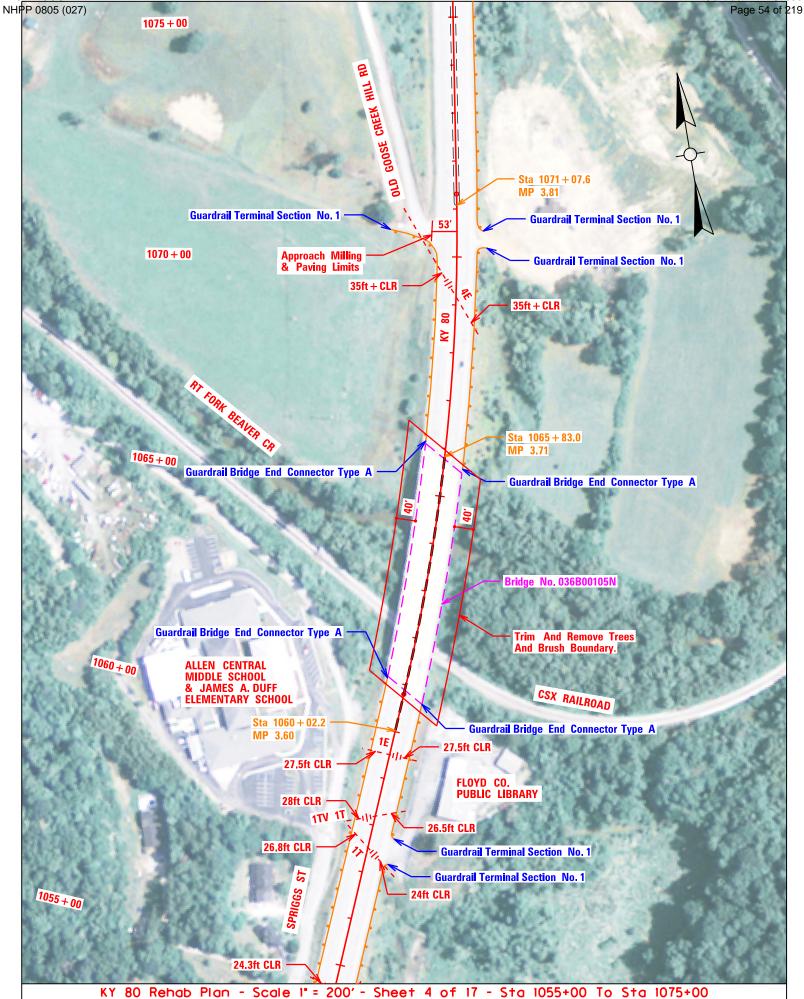
FLOYD COUNTY Contract ID: 181036 NHPP 0805 (027)055 + 00 Page 53 of 219 24.3ft CLR 21.4ft CLR Guardrail End Treatment Type 1 Guardrail End Treatment Type 2A 5 TIPPLE 22.1ft CLR 1 63' 01D Tie into Existing Guardrail Guardrail Terminal Section No. 1 22ft CLR Guardrail End Treatment Type 2A -Sta 1047 + 13.7 MP 3.36 Sta 1045 + 82.3 Ex. Water Main MP 3.33 1E 27ft CLR 26ft CLR Guardrail End Treatment Type 1 1045 + 00 8 ⋧

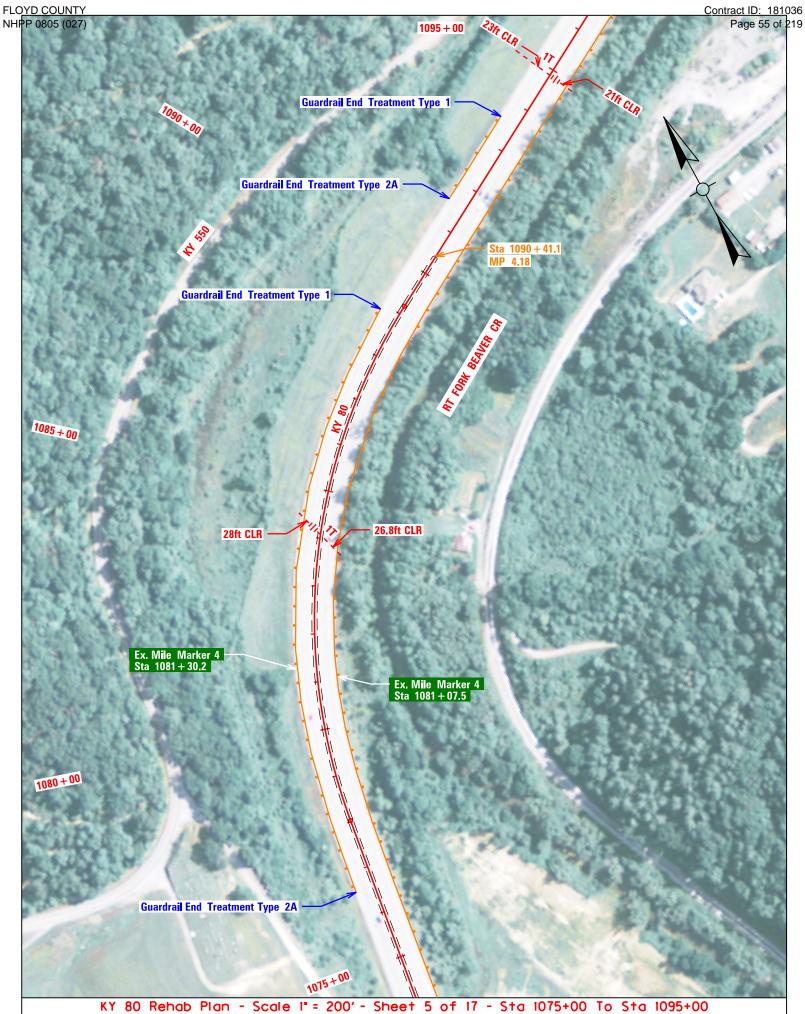
1040 + 00 1040 + 00 1040 + 00 Approach Milling 8 Paving Limits (Typ) 40ft + CLR 4 27 375' KY 680 4 27 30ft + CLR 4 27 4 28 4 27 4

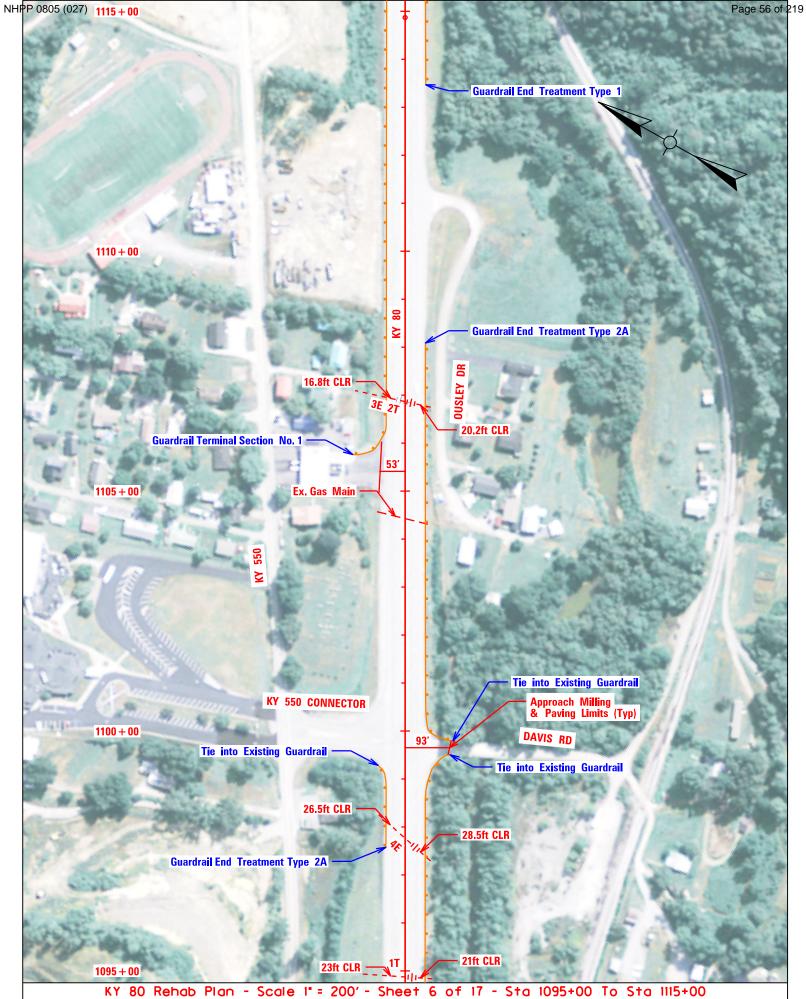
KY 80 Rehab Plan - Scale I" = 200' - Sheet 3 of 17 - Sta 1035+00 To Sta 1055+00

1035 + 00

Contract ID: 181036



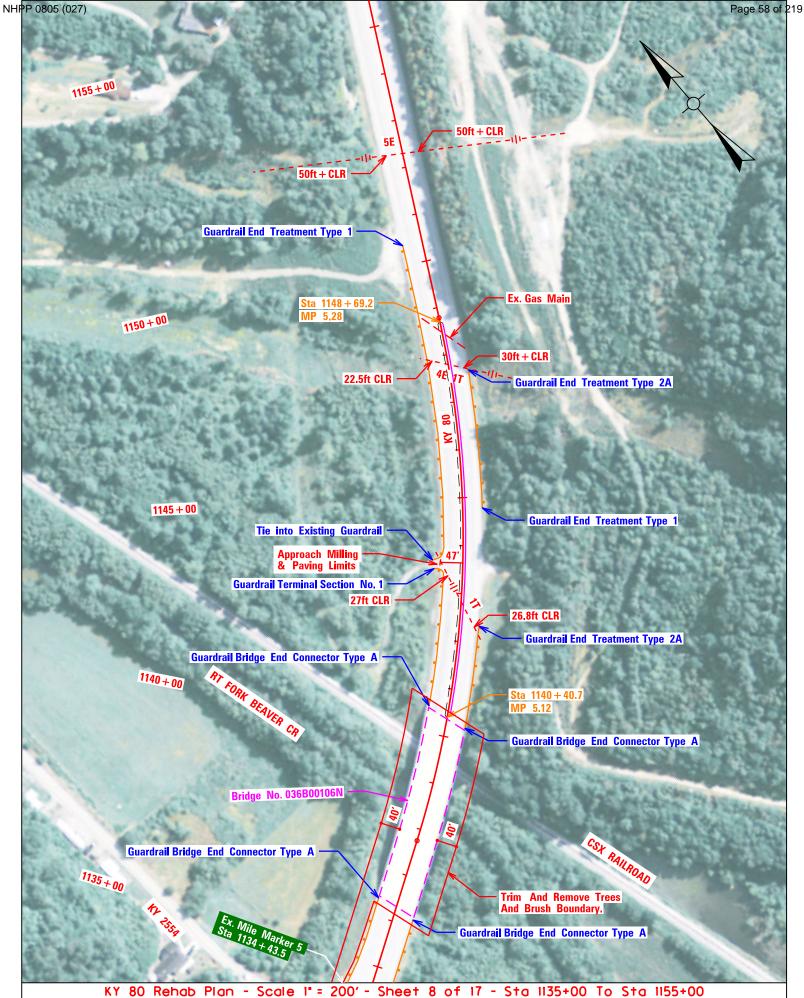


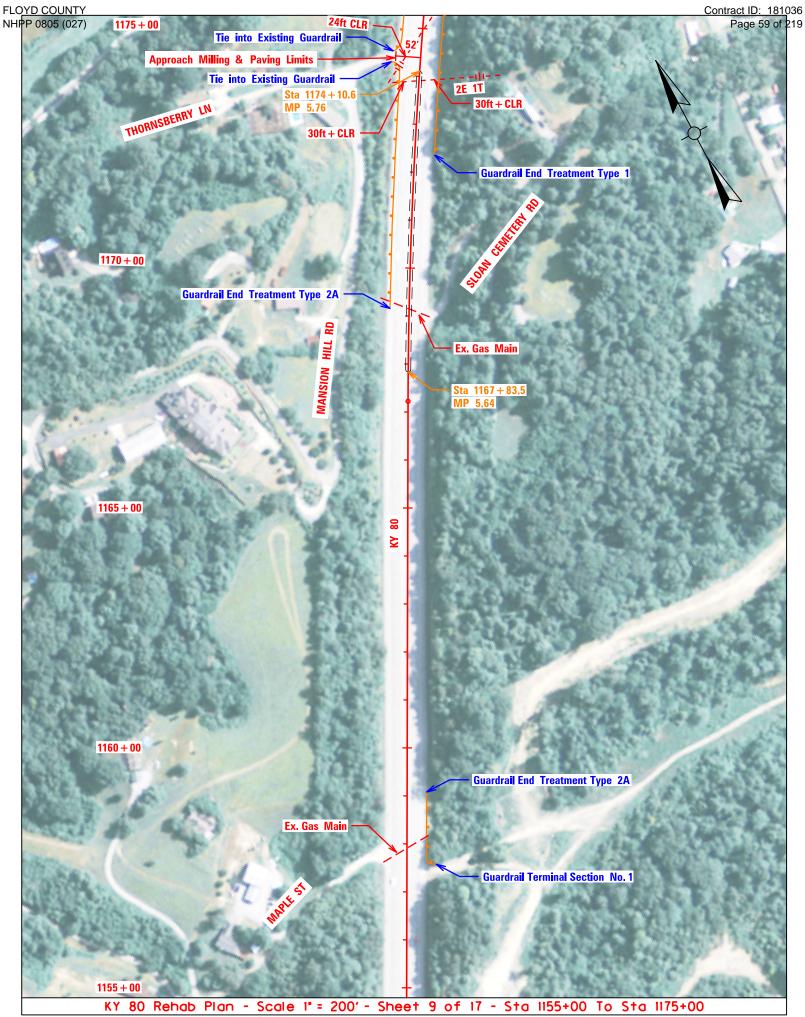


Ex. Mile Marker 5 Sta 1134 + 43.5 1135 + 00 Ex. Mile Marker 5 Sta 1133 + 95.9 ky 2554 89' **Guardrail Terminal Section No. 1** Tie into Existing Guardrail Guardrail End Treatment Type 2A 1130 + 00 Sta 1129 + 15.7 MP 4.91 80 ≿ Guardrail End Treatment Type 1 31 30ft + CLR 23ft CLR Sta 1125 + 69.0 1125 + 00MP 4.84 Guardrail End Treatment Type 2A B JUDGE Approach Milling & Paving Limits (Typ) 22.5ft CLR Tie into Existing Guardrail Tie into Existing Guardrail Tie into Existing Guardrail 89' 24.3ft CLR 1120 + 00 550 ⋧ 1115 + 00

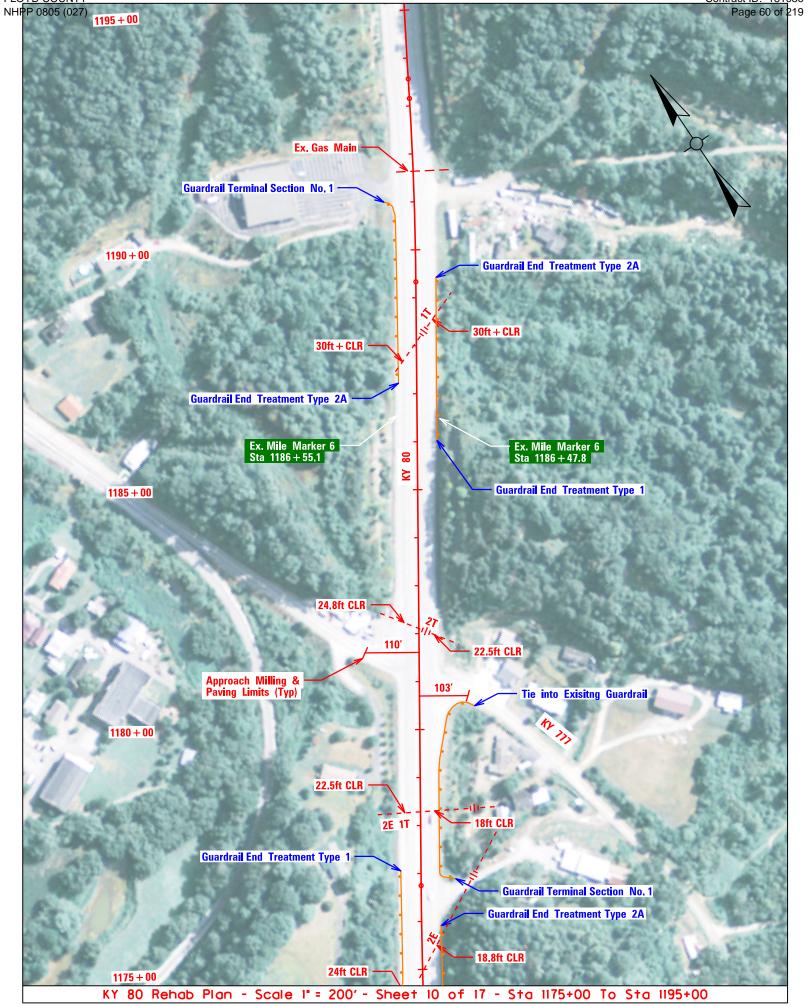
KY 80 Rehab Plan - Scale I* = 200' - Sheet 7 of 17 - Sta 1115+00 To Sta 1135+00

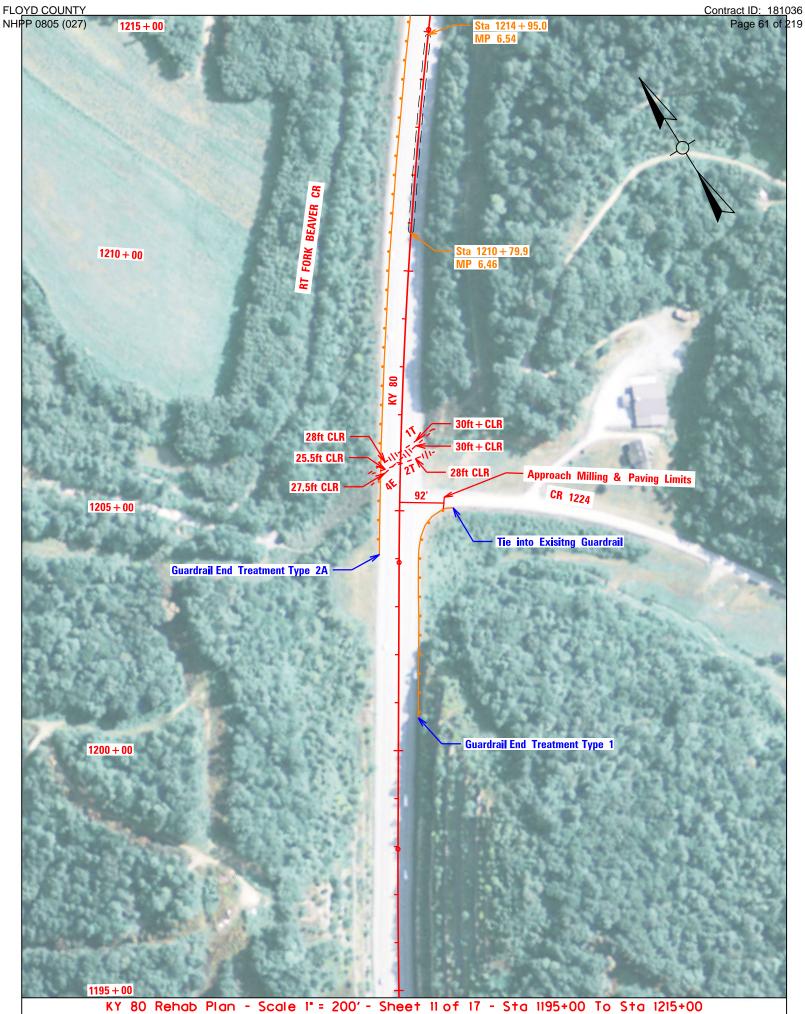
Contract ID: 181036

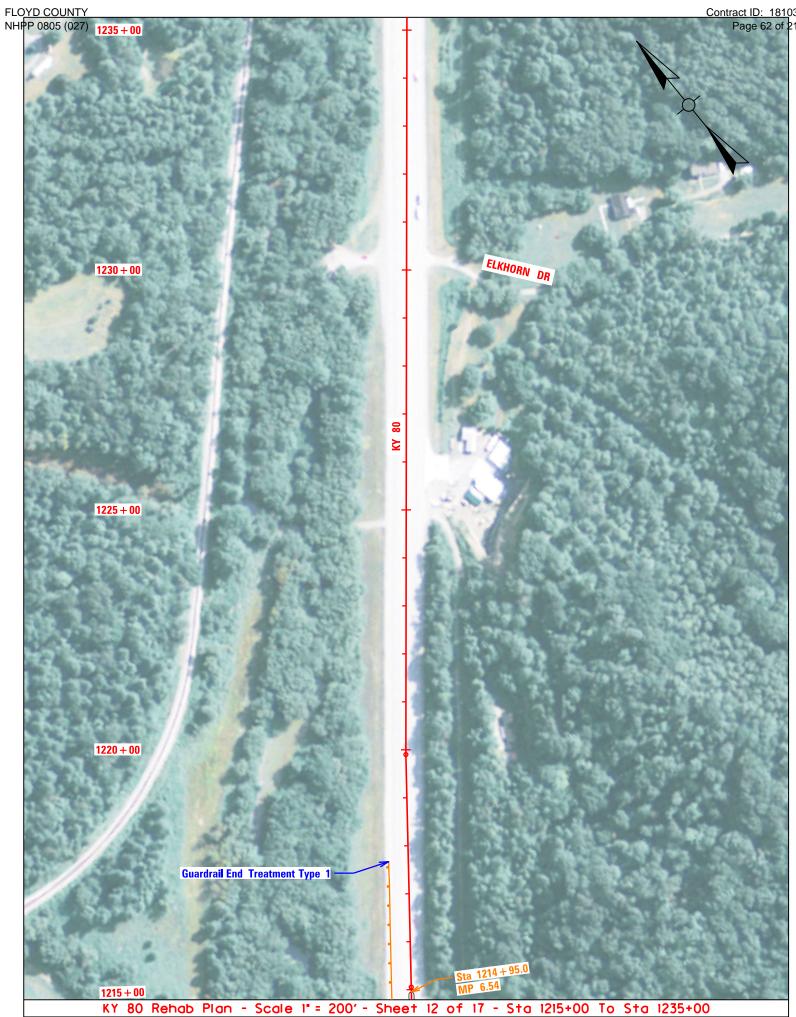


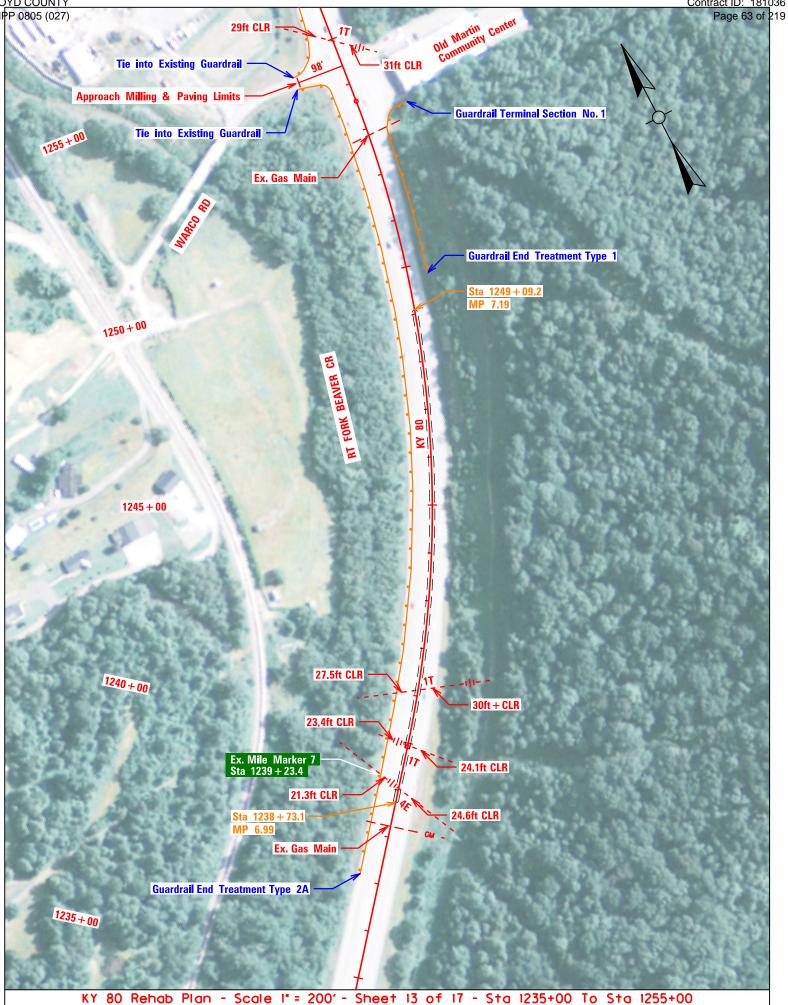


Contract ID: 181036 Page 60 of 219









Bridge No. 036B00107N

Guardrail Bridge End Connector Type A

Guardrail Terminal Section No. 1 -

1270 + 00

1265 + 00

1260 + 00

1255 + 00

Approac

Trim And Remove Trees And Brush Boundary.

— Guardrail Bridge End Connector Type A

RT FORK BEAVER CR

KY 3188

Contract ID: 181036

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Approach Milling & Paving Limits (Typ)

- 30ft + CLR

91'

115'

30ft + CLR

35ft + CLR

40ft + CLR

35ft + CLR

29ft CLR

Guardrail End Treatment Type 1

KY 80

4E 2T 35ft + CLR

4E_11-

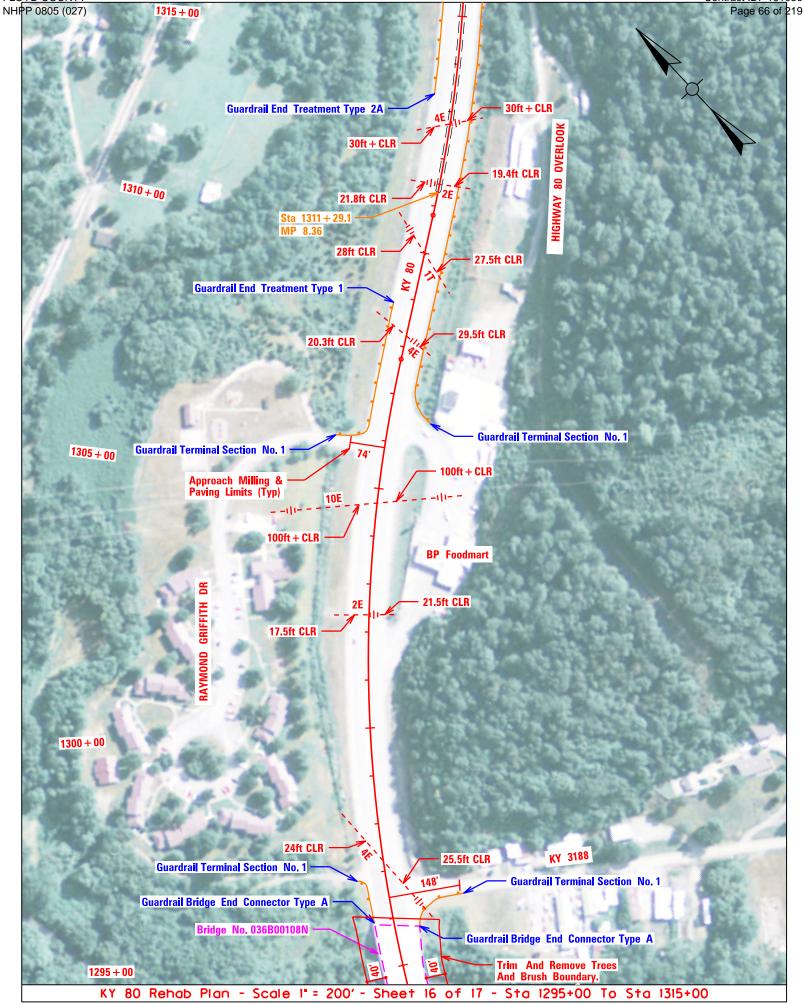
a stand

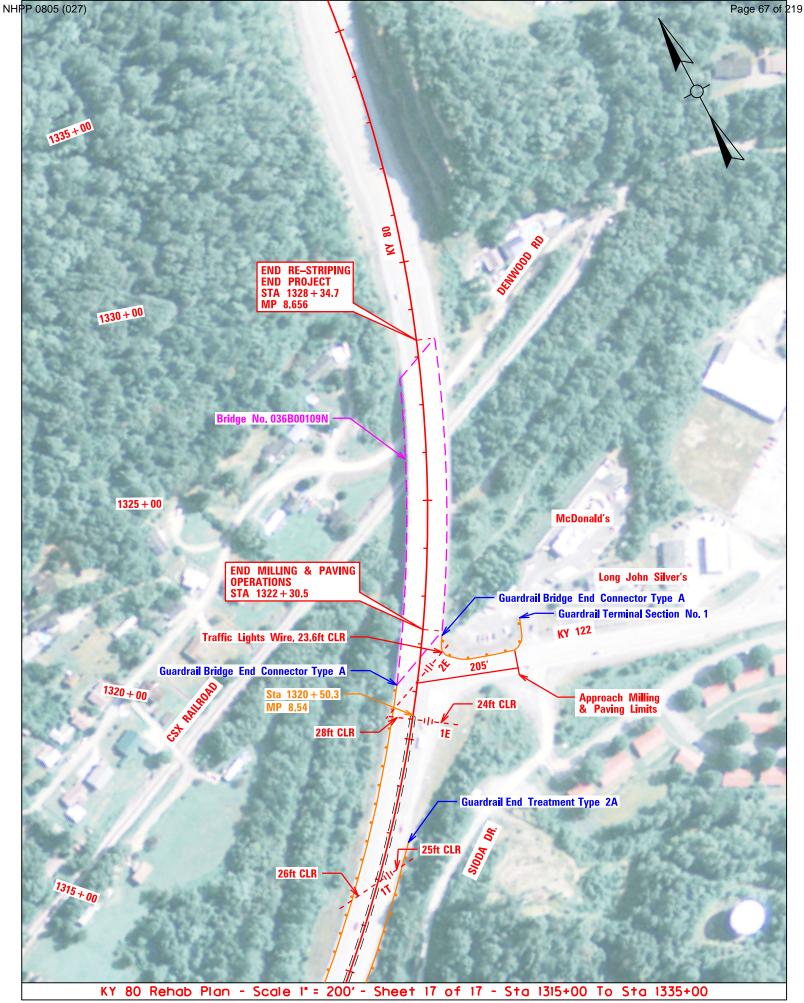
— 40ft + CLR

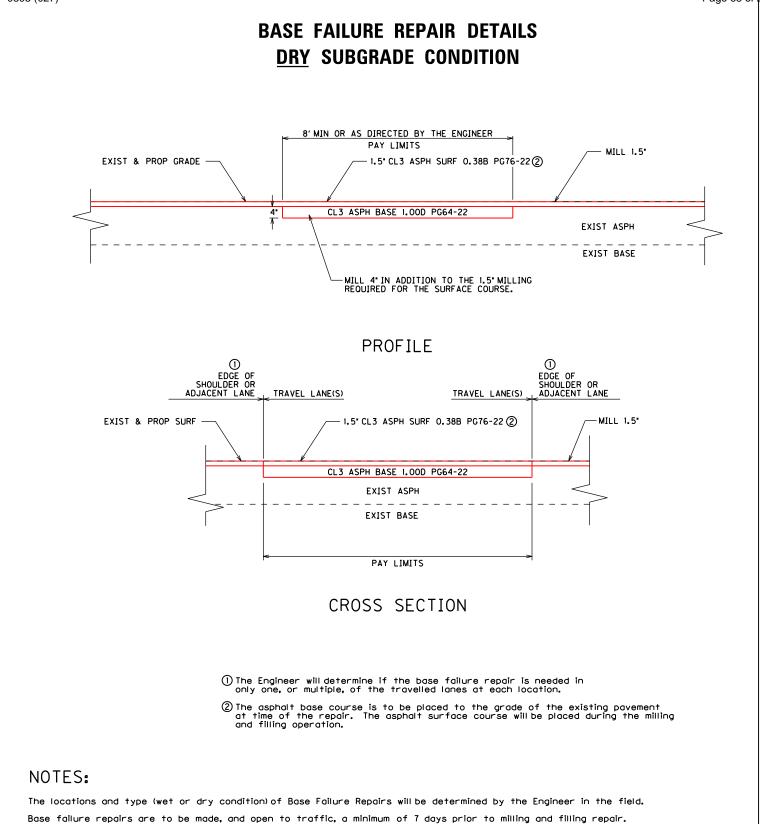
KY 80 Rehab Plan - Scale I" = 200' - Sheet 14 of 17 - Sta 1255+00 To Sta 1275+00

FLOYD COUNTY Contract ID: 181036 NHPP 0805 (027) KY 3188 Page 65 of 219 1295 + 00 Bridge No. 036B00108N Guardrail Bridge End Connector Type A Ex. Mile Marker 8 Sta 1293 + 25.9 KY 1210 Trim And Remove Trees And Brush Boundary. 25ft CLR **Tie into Existing Guardrail** Guardrail Bridge End Connector Type A 1E 173 Approach Milling & Paving Limits (Typ) 26.5ft CLR 1E Ex. Mile Marker 8 Sta 1292 + 15.0 1290 + 00 22ft CLR **Guardrail Terminal Section No. 1** 26ft CLR 40ft + CLR 40ft + CLR 30ft + CLR 2 30ft + CLR Sta 1286 + 41.3 MP 7.89 **Appalachian Christian Project** 1285 + 00Sta 1282 + 96.6 MP 7.83 22.2ft CLR -**2E** 23.2ft CLR 1280 + 00 1275 + 00

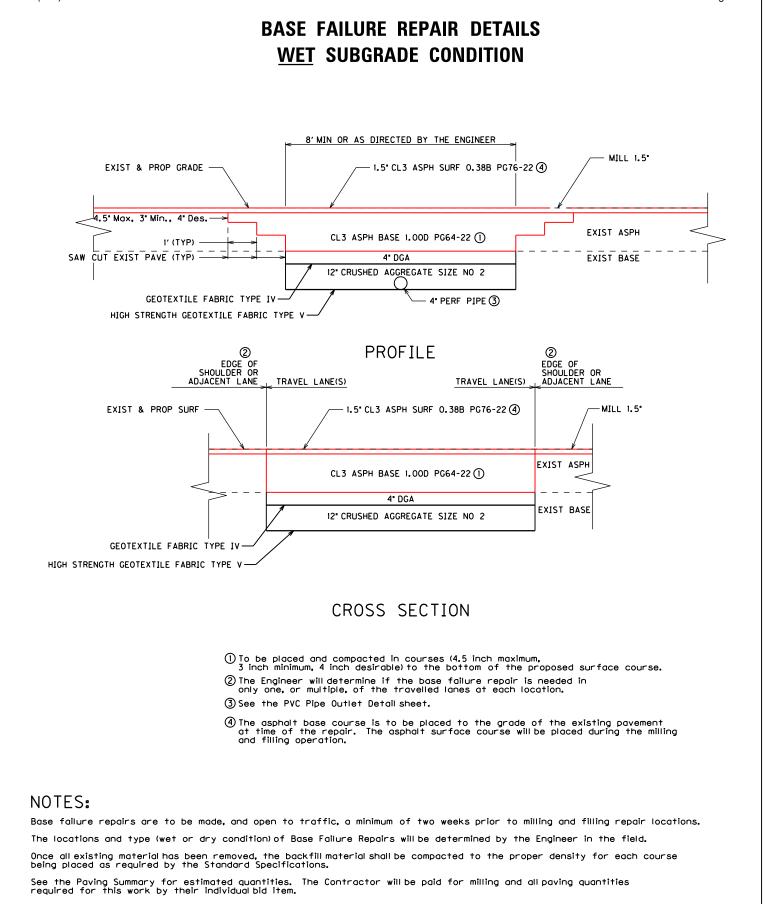
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Contract ID: 181036
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Once all existing material has been removed, the backfill material shall be compacted to the proper density as required by the Standard Specifications. See the Paving Summary for estimated quantities. The Contractor will be paid for milling and all paving quantities required for this work by their individual bid item.



SPECIAL NOTE FOR PAVEMENT SUBSURFACE DRAINAGE OUTLET

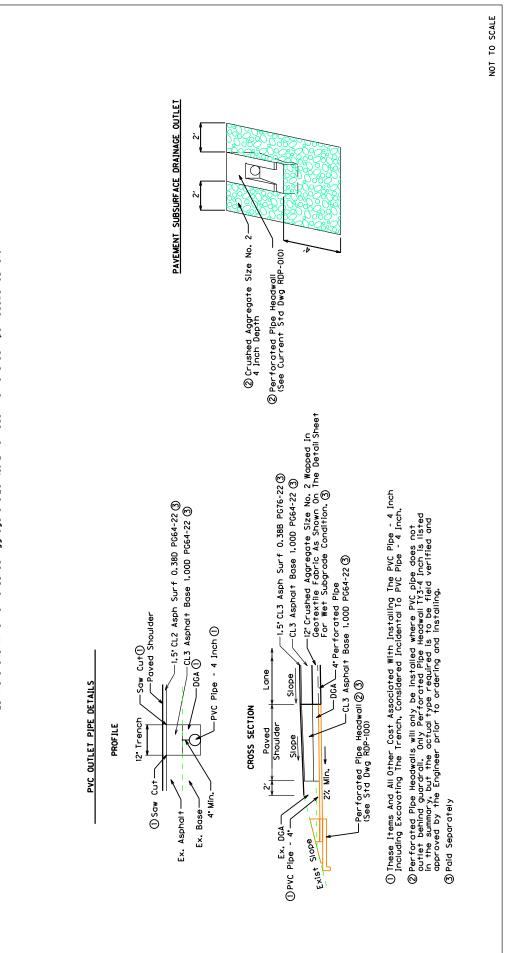
A quantity of Crushed Aggregate Size No. 2 as defined in the current "Kentucky Standard Specifications for Road and Bridge Construction" shall be used at all Perforated Pipe Headwall Outlets as illustrated in the detail Crushed Aggregate Size No. 2 shall be placed a minimum of 4 inches deep.

Materials removed during placement of the Crushed Aggregate No. 2 shall be wasted as directed by the Engineer. No direct payment will be allowed for disposal of wasted material.

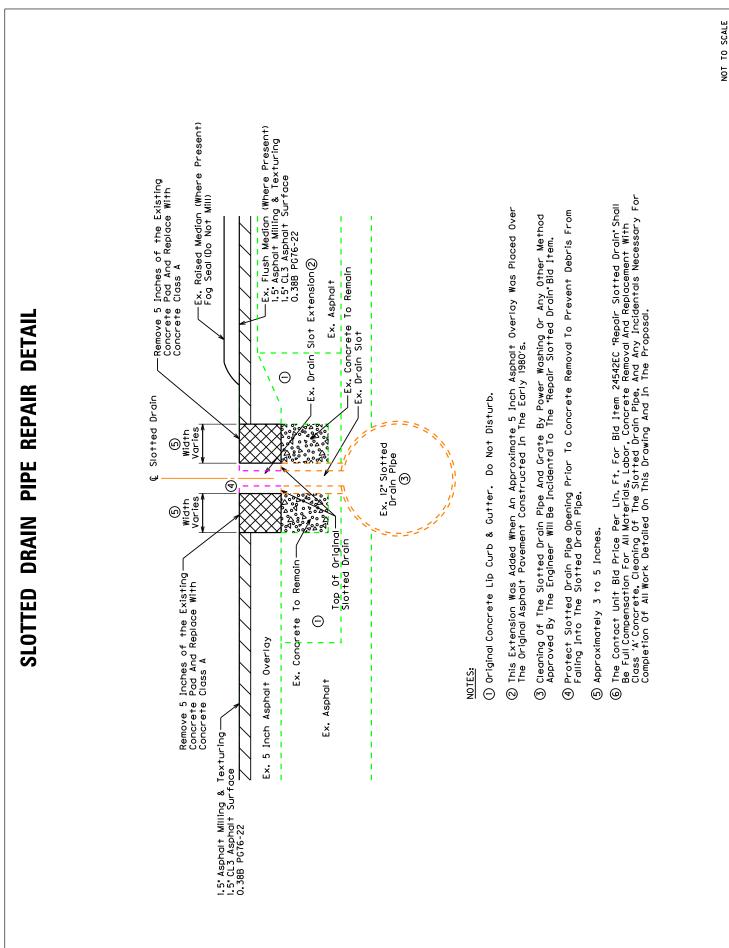
The contract unit price for Crushed Aggregate Size No. 2 shall be full compensation for all materials, labor, and other incidentals necessary to place Crushed Aggregate Size No. 2 for control of vegetation and/or erosion control at pavement edge outlets.

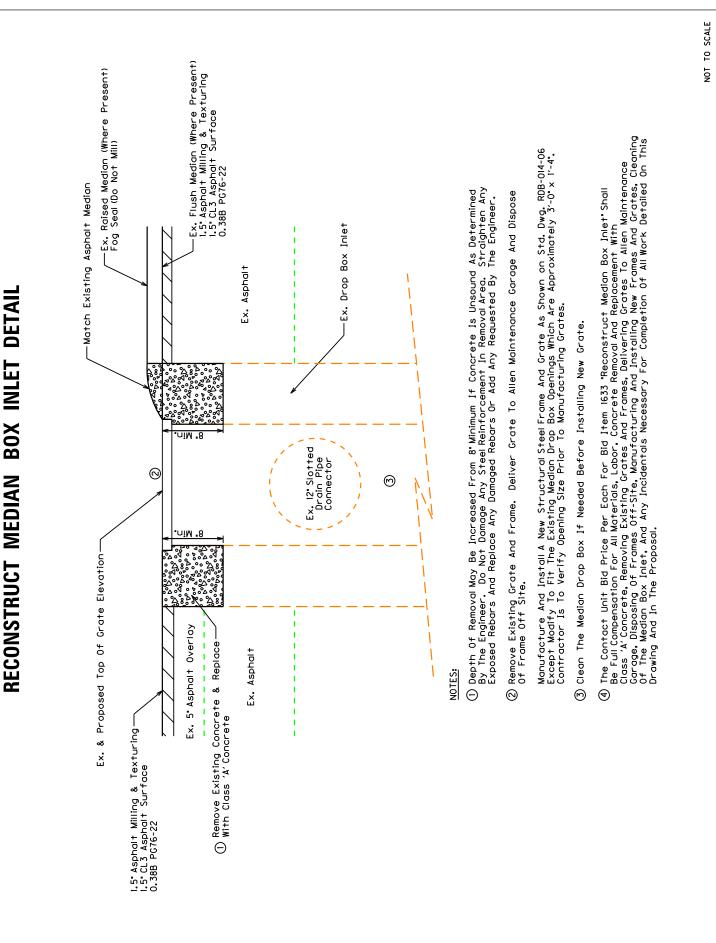
See current Standard Drawing RDP-010 for dimensions and other details of perforated pipe headwalls.

Estimate one (1) Ton of Crushed Aggregate Size No. 2 for each Perforated Pipe Headwall Outlet.

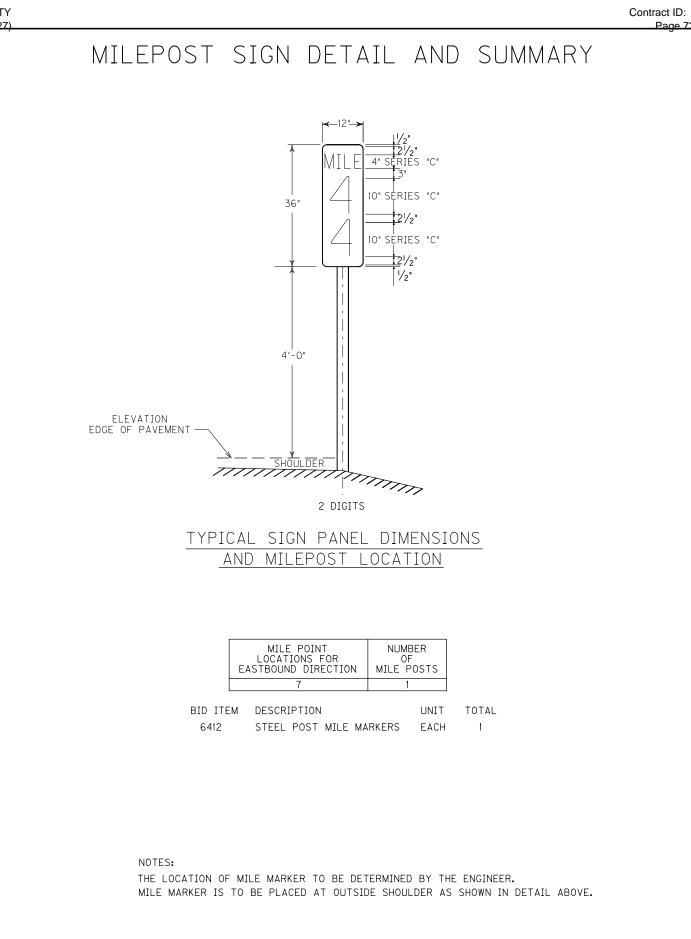








FLOYD COUNTY NHPP 0805 (027) Contract ID: 181036 Page 72 of 219



Contract ID: 181036 Page 73 of 219

TRAFFIC CONTROL PLAN KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

THIS PROJECT IS FOR A FULLY

CONTROLLED ACCESS HIGHWAY

TRAFFIC CONTROL GENERAL

Except as provided herein, "Maintain and Control Traffic" shall be in accordance with the 2012 Standard Specifications and the 2016 Standard Drawings, current editions. Except for the roadway and traffic control bid items included in the project, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings and the Manual on Uniform Traffic Control Devices (MUTCD), current edition.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work. Traffic control devices will conform to current MUTCD.

Reduce the speed limit in work areas to 45 miles per hour and establish double fines for work zone speeding violations. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Notify the Engineer a minimum of 12 hours prior to using the double fine signs. At the beginning of the work zone, the "WARNING FINE DOUBLED IN WORK ZONE" signs will be dual mounted. At the end of the work zone, the "END DOUBLE FINE" signs will be dual mounted as well. Remove or cover the signs when the highway work zone does not have workers present for more than a two-hour period of time. Payment for the signs will be at the unit bid price for temporary signs. Any relocation or covering of the signs will be incidental to "Maintain and Control Traffic".

PROJECT PHASING & CONSTRUCTION PROCEDURES

The Engineer may specify additional days and hours when lane closures will not be allowed.

Maintain one lane of traffic in each direction at all times during construction on KY 80. At approach roads, maintain alternating one-way traffic during construction when performing work on the approach road. Provide a minimum clear lane width of 12 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus, ambulance, or emergency vehicles on an official run arrives on the scene, the Contractor shall make provisions for the passage of these vehicles as quickly as possible.

CONSTRUCTION PHASING

Phase 1

Close the inside lane and maintain the outside traffic lane. Maintain access to approach roads. Mill 1.5 inches off the inside lane and flush median then place 1.5 inches of CL3 Asphalt Surface 0.38B PG76-22 on the milled surface. Apply Fog Seal to the raised median areas. Place temporary striping prior to opening the inside lane to traffic.

Phase 2

Close the outside lane and maintain the inside traffic lane. Maintain access to approach roads. Mill 1.5 inches off the outside lane and shoulder then place 1.5 inches of CL3 Asphalt Surface 0.38B PG76-22 on the milled traffic lane and 1.5 inches of CL2 Asphalt Surface 0.38D PG64-22 on the milled outside shoulder. Mill and fill the driving lanes and shoulders of approach roads to the limits shown on the plans or as directed by the Engineer. Place temporary striping prior to opening the outside lane to traffic.

Phase 3

After all other work is completed, or when approved by the Engineer, place permanent striping and install the inlaid pavement markers. Mobile operations may be utilized.

LANE CLOSURES

At no time will more than one lane closure be allowed at the same time and direction.

Lane closures and traffic control devices are to be removed if no work is being performed in the closed lane for a period of more than seven (7) days.

SIGNS

Traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed for lane closures may include, but are not limited to, dual mounted TRUCKS USE LEFT/RIGHT LANE, LEFT/RIGHT LANE CLOSED 1 MILE, LEFT/RIGHT LANE CLOSED 2 MILE, LEFT/RIGHT LANE CLOSED 3 MILE, SLOWED/STOPPED TRAFFIC AHEAD. Signage for reduced speed limits and double fine work zones will be furnished, relocated, and maintained by the Contractor.

Individual signs will be measured only once for payment, regardless of how many times they are set, reset, removed and relocated for the duration of the project. Replacements for damaged signs or signs directed to be replaced by the Engineer due to poor legibility or reflectivity will not be measured for payment.

Sign posts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic.

PORTABLE CHANGEABLE MESSAGE SIGNS

Provide Portable Changeable Message Signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions provide additional Portable Changeable Message Signs as directed by the Engineer. Place Portable Changeable Message Signs one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional Portable Changeable Message Signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Portable Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of Portable Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Portable Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Portable Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. The Department will not take possession of the Portable Changeable Message Signs upon completion of the work.

ARROW PANELS

Use arrow panels as shown on the Standard Drawings or as directed by the Engineer. The Department will measure for payment the maximum number of Arrow Panels in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Arrow Panels only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged Arrow Panels or for panels signs the Engineer directs be replaced due to poor condition or readability for payment. Retain possession of the Arrow Panels upon completion of the work.

TEMPORARY ENTRANCES

The Engineer will not require the Contractor to provide continuous access to farms, single family, duplex, or triplex residential properties during working hours; however, provide reasonable egress and ingress to each such property when actual operations are not in progress at that location. Limit the time during which a farm or residential entrance is blocked to the minimum length of time required for actual operations, not extended for the Contractor's convenience, and in no case exceeding six (6) hours. Notify all residents twenty-four hours in advance of any driveway or entrance closings and make any accommodations necessary to meet the access needs of disabled residents.

Except as allowed by the Phasing as specified above, maintain direct access to all side streets and roads, schools, churches, commercial properties and apartments or apartment complexes of four or more units at all times.

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and

Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

THERMOPLASTIC INTERSECTION MARKINGS

Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After resurfacing, replace the markings at their approximate existing locations or as directed by Engineer. Place markings not existing prior to resurfacing as directed by the Engineer.

TRAFFIC COORDINATOR

Designate an employee to be traffic coordinator. The designated Traffic Coordinator must be certified in accordance with Department's 2012 Standard Specifications Sec. 112.03.12. The Traffic Coordinator will inspect the project maintenance of traffic once daily, including weekends, during the Contractor's operations and at any time a lane closure is in place. The Traffic Coordinator will report all incidents throughout the work zone to the Engineer on the project. The Contractor will furnish the name and telephone number where the Traffic Coordinator can be contacted at all times.

During any period when a lane closure is in place, the Traffic Coordinator will arrange for personnel to be present on the project at all times to inspect the traffic control, maintain the signing and devices, and relocate portable changeable message boards as queue lengths change. The personnel will have access on the project to a radio or telephone to be used in case of emergencies or accidents.

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

The Department will measure barricades used to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. Retain possession of the Barricades upon completion of the work.

PAVEMENT MARKINGS

If there is to be a deviation from the existing striping plan, the Engineer will furnish the Contractor a striping plan prior to placement of the final surface course. Install Temporary Striping according to Section 112 with the following exceptions:

- 1. Place Temporary or Permanent Striping before opening a lane to traffic; and
- 2. If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane

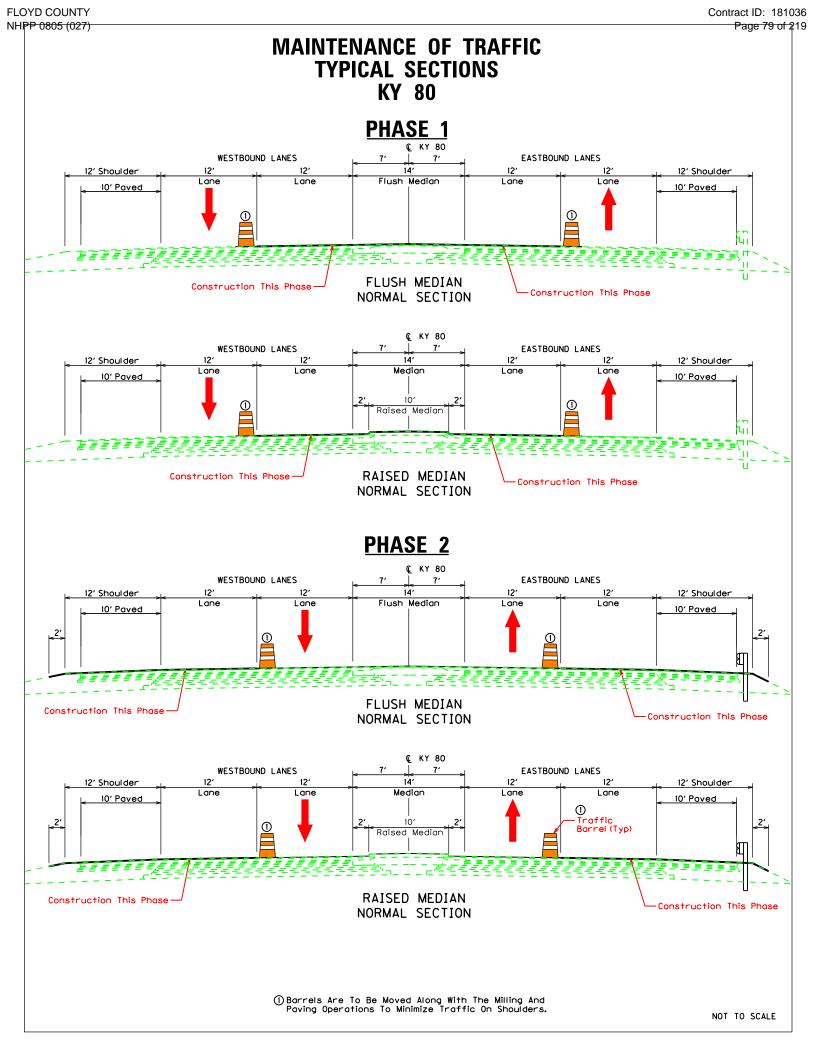
tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and unresurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

- 1. Less than 2" No protection required.
- 2. 2" to 4" Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums, panels, and barricades. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.
- 3. Greater than 4" Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing on- coming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer.
- 4. Pedestrians & Bicycles Protect pedestrian and bicycle traffic as directed by the engineer.



FLOYD COUNTY NHPP 0805 (027)

SPECIAL NOTES APPLICABLE TO KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

- FIXED COMPLETION DATE AND LIQUIDATED DAMAGES
- GENERAL NOTE 444
- GENERAL NOTE 447
- ASPHALT MILLING & TEXTURING
- NON-TRACKING TACK COAT
- INTELLIGENT COMPACTION FOR ASPHALT MIXTURES
- PAVER MOUNTED TEMPERATURE CONTROLS
- FOG SEAL
- INLAID PAVEMENT MARKERS
- PORTABLE CHANGEABLE MESSAGE SIGNS
- WASTE AND BORROW SITES
- TYPICAL SECTION DIMENSIONS

OTHER SPECIAL NOTES MAY APPLY.

Special Note for Fixed Completion Date And Liquidated Damages KY 80 Rehabilitation Project Floyd County Item No. 12-20000.00

This project will have a fixed completion date of August 31, 2019 for completion of all work associated with this project.

Liquidated damages per the Standard Specifications will be charged for each calendar day for any work completed after **August 31, 2019**.

Contrary to Section 108.09 of the Standard Specifications, Liquidated Damages per the Standard Specifications will be charge during the months of December through March for all work that is not completed.

GENERAL NOTE 444 ASPHALT PAVEMENT RIDE QUALITY KY 80 PAVEMENT REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

Pavement Rideability Requirements, in accordance with Section 410 of the Standard Specifications, current edition, shall apply on this project. Category A shall apply.

GENERAL NOTE 447 COMPACTION OF ASPHALT MIXTURES KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

Will accept the compaction of asphalt mixtures furnished for the driving lanes and ramps at one inch or greater on this project by option A according to Subsections 402 and 403 of the Standard Specifications, current edition. Use joint cores as described in Subsection 402.03.02 for surface mixtures only. Will accept the compaction of all other asphalt mixtures by option B.

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

Begin paving operations within <u>48 hours</u> of commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun within this time period, liquidated damages will be assessed at the rate prescribed by Section 108.09 of the current Standard Specifications until such time as paving operations are begun.

The Contractor is to deliver 2,500 tons of the millings to the Allen Maintenance Lot and 800 tons of the millings to the Minnie Maintenance Lot at no additional cost to the Department. The remainder of the millings will become the property of the Contractor.

Removal of existing pavement markers prior to milling operations are considered incidental to "Milling and Texturing."

The address of the Allen Maintenance Lot is:

5078 Highway 1428 Allen, KY 41601

The address of the Minnie Maintenance Lot is:

3240 KY Rt 680 Minnie, KY 41651

SPECIAL NOTE FOR NON-TRACKING TACK COAT

1. DESCRIPTION AND USEAGE. This specification covers the requirements and practices for applying a non-tracking tack asphalt coating. Place this material on the existing pavement course, prior to placement of a new asphalt pavement layer. Use when expedited paving is necessary or when asphalt tracking would negatively impact the surrounding area. This material is not suitable for other uses. Ensure material can "break" within 15 minutes under conditions listed in 3.2.

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

- 2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.
- 2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20-100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue ¹ , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	20 max.	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

¹ Bring sample to 212 °F over a 10-15 minute period. Maintain 212 °F for 15-20 minutes or until 30-40 mL of water has distilled. Continue distillation as specified in T59.

2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. As required by the manufacturer, ensure the spray bar is equipped with #1 or #2 ¼" V-slot Etnyre nozzles. Other nozzles are not acceptable. Arrange the nozzles in the following patterns from left to right:

Nozzle number(s)	Activity	Orientation		
1	On	Vertical		
2	Off	-		
3	On	Horizontal		
4 & 5	Off	-		
6	On	Horizontal		
Continue 2 off and 1 on pattern through rest of spray bar system.				

Ensure the bar can be raised to between 14 and 18" from the roadway.

2.3 Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the non-tracking tack, ensure the pavement surface is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the surface by scraping, sweeping, and the use of compressed air. Ensure this preparation process occurs shortly before application to prevent the return of debris pavement. If rain is expected within one hour after application, do not apply material. Apply material only when the surface is dry, and no precipitation is expected.

3.2 Non-tracking Tack Application. Ensure the roadway temperature is a minimum of 40 °F and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 - 180 °F. After initial heating to between 170 - 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a rate of 0.50 pounds (0.06 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. If full coverage is not achieved, material application rate may be increased to ensure full coverage. Do not heat material more than twice in one day.

3.3 Non-tracking Tack Certification. Furnish the tacks 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 sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.

- 4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. 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 non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the adhesive. The Department will consider all such items incidental to the non-tracking tack.
- 5. PAYMENT. The Department will pay for the non-tracking tack 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.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20-100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥110
Sieve, %	0.30 max.	\leq 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 - 48.9	48.0 - 48.4	47.5-47.9	≤47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F	20 max.	≤21	22 - 23	24 - 25	26 - 27	≥28
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 - 0.94	0.90 - 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥97.0	96.8 - 96.9	96.6 - 96.7	96.4 - 96.5	≤96.3

<u>Code</u> 24970EC

Pay Item Asphalt Material for Tack Non-Tracking

<u>Pay Unit</u> Ton

April 30, 2018

SPECIAL NOTE FOR INTELLIGENT COMPACTION OF ASPHALT MIXTURES

This Special Note 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. Provide and use Intelligent Compaction (IC) Rollers for compaction of all asphalt mixtures.

2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02, a minimum of one (1) IC roller is to be used on the project at all times, two (2) IC rollers will be required when the paving train consists of three (3) or more rollers. The Contractor is to only the IC roller(s) for compaction as the breakdown and/or intermediate roller(s). All IC rollers will meet the following minimum characteristics:

- Are self propelled double-drum vibratory rollers equipped with accelerometers mounted in or about the drum to measure the interactions between the rollers and compacted materials in order to evaluate the applied compactive effort. The IC rollers must have the approval of the Engineer prior to use. Examples of rollers equipped with IC technology can be found at <u>www.IntelligentCompaction.com</u>.
- 2) Are equipped with non-contact temperature sensors for measuring pavement surface temperatures.
- 3) The output from the roller is designated as the IC-MV which represents the stiffness of the materials based on the vibration of the roller drums and the resulting response from the underlying materials.
- 4) Are equipped with integrated on-board documentation systems that are capable of displaying real-time colorcoded maps of IC measurement values including the stiffness response values, location of the roller, number of roller passes, machine settings, together with the material temperature, speed and the frequency and amplitude of roller drums. Ensure the display unit is capable of transferring the data by means of a USB port.
- 5) Are equipped with a mounted Global Positioning System GPS radio and receiver either a Real Time Kinematic (RTK-GPS) or Global Navigational Satellite System (GNSS) units that monitor the location and track the number of passes of the rollers. Accuracy of the positioning system is to be a minimum of 12 inches.

3.0 WORK PLAN. Submit to the Engineer an IC Work Plan at the Preconstruction Conference and at least 2 weeks prior to the beginning construction. Describe in the work plan the following:

- 1. Compaction equipment to be used including:
 - Vendor(s)
 - Roller model(s),
 - Roller dimensions and weights,
 - Description of IC measurement system,
 - GPS capabilities,
 - Documentation system,
 - Temperature measurement system, and
 - Software.

2. Roller data collection methods including sampling rates and intervals and data file types.

3. Transfer of data to the Engineer including method, timing, and personnel responsible. Data transfer shall be provided by a real time cloud data collecting and distribution system (ex. Visionlink). The Contractor will provide the Cabinet with any vendor specific software, user id, passwords, etc. needed to access the data through this service, cost of this access is incidental to the IC bid item.

4. Training plan and schedule for roller operators, project foreman, project surveyors, and Cabinet personnel; including both classroom and field training. Training should be conducted at least 1 week before beginning IC

construction. The training is to be performed by a qualified representative(s) from the IC Roller manufacture(s) to be used on the project. This training shall include how to access and use the data from the cloud data source.

4.0 CONSTRUCTION. Do not begin work until the Engineer has approved the IC submittals and the IC equipment.

Follow requirements established in Section 400 for production and placement, materials, equipment, acceptance plans and adjustments except as noted or modified in this Specification. Provide the Engineer at least one day's notice prior to beginning construction or prior to resuming production if operations have been temporarily suspended. Ensure paving equipment complies with all requirements specified in Section 400. The IC roller temperatures will be evaluated by the Department with the data from a Paver Mounted Infrared Temperature Gauge.

A. Pre-Construction Test Section(s) Requirements

1. Prior to the start of production, ensure the proper setup of the GPS, IC roller(s) and the rover(s) by conducting joint GPS correlation and verification testing between the Contractor, GPS representative and IC roller manufacturer using the same datum.

- 1. Ensure GPS correlation and verification testing includes the following minimum processes:
 - a. Establish the GPS system to be used either one with a base station or one with mobile receivers only. Ensure all components in the system are set to the correct coordinate system; then,
 - b. Verify that the roller and rover are working properly and that there is a connection with the base station; then,
 - c. Record the coordinates of the two edges where the front drum of the roller is in contact with the ground from the on-board, color-coded display; then,
 - d. Mark the locations of the roller drum edges and move the roller, and place the mobile receiver at each mark and record the readings; then,
- 2. Compare coordinates between the roller and rover receivers. If the coordinates are within 12.0 in. of each other, the comparison is acceptable. If the coordinates are not within 12.0 in., diagnose and perform necessary corrections and repeat the above steps until verification is acceptable.
- 3. Do not begin work until acceptable GPS correlation and verification has been obtained.
- 4. The Contractor and the Department should conduct random GPS verification testing during production to ensure data locations are accurate. The recommended rate is once per day with a requirement of at least once per week.

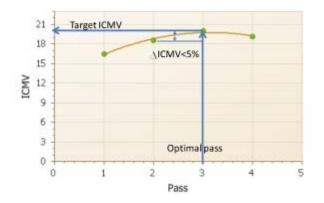
5. All acceptance testing shall be as outlined in Standard Specifications section 400.

B. Construction Test Section(s) Requirements

Construct test section(s) at location(s) agreed on by the Contractor and the Engineer within the project limits. The test section is required to determine a compaction curve of the asphalt mixtures in relationship to number of roller passes and to the stiffness of mixture while meeting the Department in-place compaction requirements. All rollers and the respective number of passes for each is to be determined via control strip each time a material change, equipment change or when the Engineer deems necessary.

Conduct test section(s) on every lift and every asphalt mixture. Ensure test section quantities of 500 to 1,000 tons of mainline mixtures. Operate IC rollers in the low to medium amplitude range and at the same settings (speed, frequency) throughout the section while minimizing overlapping of the roller, **the settings are to be used throughout the project with no changes.** After each roller pass, the qualified technician from the contractor observed by the Department will use a nondestructive nuclear gauge that has been calibrated to the mixture to estimate the density of the asphalt at 10 locations uniformly spaced throughout the test section within the width of a single roller pass. The density readings and the number

of roller passes needed to achieve the specified compaction will be recorded. The estimated target density will be the peak of the average of the nondestructive readings within the desired compaction temperature range for the mixture. The IC roller data in conjunction with the Veda software will create an IC compaction curve for the mixture. The target IC-MV is the point when the increase in the IC-MV of the material between passes is less than 5 percent on the compaction curve. The IC compaction curve is defined as the relationship between the IC-MV and the roller passes. A compaction curve example is as follows:



Subsequent to the determination of the target IC-MV, compact an adjoining > 250 < 500 tons section using same roller settings and the number of estimated roller passes and allow the Department to verify the compaction with the same calibrated nondestructive nuclear gauge following the final roller pass. <u>The Department will obtain density readings at 10 locations (No cores for calibration are to be taken in the surface layer, use non-destructive density results only!!)</u> uniformly spaced throughout the test section within the width of the single roller. Obtain GPS measurement of the core locations with a GPS rover. Use the Veda software to perform least square linear regression between the core data and IC-MV in order to correlate the production IC-MV values to the Department specified in-place air voids. A sample linear regression curve example is as follows.



C. Construction Requirements

Use the IC roller on all lifts and types of asphalt within the limits of the project, with the exception of asphalt drainage blanket.

Ensure the optimal number of roller passes determined from the test sections has been applied to a minimum coverage of 80% of the individual IC Construction area. Ensure a minimum of 75% of the individual IC Construction area meets the target IC-MV values determined from the test sections.

Do not continue paving operations if IC Construction areas not meeting the IC criteria are produced until they have been investigated by the Department. Obtain the Engineer's approval to resume paving operations. Non-IC rollers are allowed to be used as the third roller on the project; one of the breakdown or the finish rollers is to be equipped with IC technology.

IC Construction areas are defined as subsections of the project being worked continuously by the Contractor. The magnitude of the IC Construction areas may vary with production but must be at least 750 tons per mixture for evaluation. Partial IC Construction areas of < 750 tons will be included in the previous area evaluation. IC Construction areas may extend over multiple days depending on the operations.

The IC Construction Operations Criteria does not affect the Department's acceptance processes for the materials or construction operations

5.0 MEASUREMENT. The Department will measure the total tons of asphalt mixtures compacted using the IC roller(s). Compaction is to be performed by a minimum of one (1) IC roller for a two (2) roller operation and a minimum of two (2) IC rollers when three (3) or more rollers are used for compaction. Material compacted by rollers not equipped with properly functioning IC equipment will not be accepted for payment of the bid item asphalt mixtures IC rolled. Use of non-IC rollers can be accepted on small areas due to equipment malfunctions at the written approval of the Engineer. Paving operations should be suspended for equipment malfunctions that will extend over three days of operation.

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

- 1. Payment is full compensation for all work associated with providing IC equipped rollers, transmission of electronic data files, two copies of IC roller manufacturer software, and training.
- 2. Delays due to GPS satellite reception of signals to operate the IC equipment or IC roller breakdowns will not be considered justification for contract modifications or contract extensions.

Code	Pay Item	Pay Unit
24781EC	Intelligent Compaction for Asphalt	TON

SPECIAL NOTE FOR PAVER MOUNTED TEMPERATURE PROFILES

This Special Note 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. Provide a paver mounted infrared temperature equipment to continually monitor the temperature of the asphalt mat immediately behind all paver(s) during the placement operations for all mainline pavements (including ramps for Interstates and Parkways) within the project limits. Provide thermal profiles that include material temperature and measurement locations.

2.0 MATERIALS AND EQUIPMENT. In addition to the equipment specified in Subsection 403.02 Utilize a thermal equipment supplier that can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verification, and data management and processing as needed during the Project to maintain equipment within specifications and requirements.

Provide operator settings, user manuals, required viewing/export software for analysis. Ensure the temperature equipment will meet the following:

(A) A device with one or more infrared sensors that is capable of measuring in at least 1 foot intervals across the paving width, with a minimum width of 12 feet, or extending to the recording limits of the equipment, whichever is greater. A **Maximum of two (2)** brackets are allowed in the influence area under the sensors. A temperature profile must be made on at least 1 foot intervals longitudinally down the road: (B) Infrared sensor(s):

(1) Measuring from 32°F to 400°F with an accuracy of \pm 2.0% of the sensor reading.

(C) Ability to measure the following:

(1) The placement distance using a Global Positioning System (GPS) or a Distance Measuring Instrument (DMI) and a Global Positioning System (GPS).

(2) Stationing

(D) GPS: Accuracy ± 4 feet in the X and Y Direction

(E) Latest version of software to collect, display, retain and analyze the mat temperature readings during placement. The software must have the ability to create and analyze:

(1) Full collected width of the thermal profiles,

(2) Paver speed and

(3) Paver stops and duration for the entire Project.

(F) Ability to export data automatically to a remote data server ("the cloud").

At the preconstruction meeting, provide the Department with rights to allow for web access to the data file location.

This web-based software must also provide the Department with the ability to download the raw files and software and to convert them into the correct format.

(G) The thermal profile data files must provide the following data in a neat easy to read table format.

(1) Project information including Road Name and Number, PCN, Beginning and Ending MPs.

(2) IR Bar Manufacturer and Model number

(3) Number of Temperature Sensors (N)

(4) Spacing between sensors and height of sensors above the asphalt mat

(5) Total number of individual records taken each day (DATA BLOCK)

(a) Date and Time reading taken

(b) Latitude and Longitude

(c) Distance paver has moved from last test location

(d) Direction and speed of the paver

(e) Surface temperature of each of the sensors

3.0 CONSTRUCTION. Provide the Engineer with all required documentation at the pre-construction conference.

(A) Install and operate equipment in accordance with the manufacturer's specifications.

(B) Verify that the temperature sensors are within \pm 2.0% using an independent temperature device on a material of known temperature. Collect and compare the GPS coordinates from the equipment with an independent measuring device.

(1) Ensure the independent survey grade GPS measurement device is calibrated to the correct coordinate system (using a control point), prior to using these coordinates to validate the equipment GPS.

(2) The comparison is considered acceptable if the coordinates are within 4 feet of each other in the X and Y direction.

(C) Collect thermal profiles on all Driving Lanes during the paving operation and transfer the data to the "cloud" network or if automatic data transmission is not available, transfer the data to the Engineer at the end of daily paving.

(D) Contact the Department immediately when System Failure occurs. Daily Percent Coverage will be considered zero when the repairs are not completed within two (2) working days of System Failure. The start of this two (2) working day period begins the next working day after System Failure.

(E) Evaluate thermal profile segments, every 150 feet, and summarize the segregation of temperature results. Results are to be labeled as Minimal 0°-25°F, Moderate 25.1°-50°F and Severe >50°. Severe readings over 3 consecutive segments or over 4 or more segments in a day warrant investigation on the cause of the differential temperature distribution.

4.0 MEASUREMENT. The Department will measure the total area of the pavement lanes mapped by the infrared scanners. Full payment will be provided for all lanes with greater than 85% coverage. Partial payment will be made for all areas covered from 50% coverage to 85% coverage at the following rate Coverage area percentage X Total bid amount. And area with less than 50% coverage will not be measured for payment.

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

- 1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
- 2. Delays due to GPS satellite reception of signals or equipment breakdowns will not be considered justification for contract modifications or contract extensions.

<u>Code</u>	Pay Item	Pay Unit
24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT	SQFT

August 2, 2018

SPECIAL NOTE FOR FOG SEAL

Except as provided herein, conform to all requirements of KYTC 2012 Standard Specifications for Road and Bridge Construction. Section references are to the Standard Specifications. Prior to placing fog seal, the area to be sealed shall be cleaned according to Section 405. Total application rate of the fog seal consist of CMS-1P or CMS-1PC shall be applied at an undiluted rate of 0.05-0.08 gallons/SY. Utilize CMS-1P or CMS-1PC that meets the requirements of AASHTO M316 and the requirements in Section 806.05.

Uniformly apply the asphalt emulsion with an asphalt distributor or approved equipment in accordance with Section 406.03.03b except apply at the rates specified herein.

Adjust operations as necessary and as directed by the engineer to achieve complete, uniform coverage of the application. Correct areas of incomplete coverage by hand spraying or by a second application of material as approved by the engineer.

Payment will be based on the accepted, weighed tons of undiluted emulsion applied as specified. Payment per ton of "Asphalt Emulsion for Fog Seal" will be full compensation for all labor, materials, and equipment necessary to prepare the surface for treatment, application of the emulsion, corrective work, and protection of the emulsion until cured. Payment will be made under the bid item:

Pay Unit

Tons

Item Number	Item Description
24878EC	Asphalt Emulsion for Fog Seal

Inlaid Pavement Markers Page 1 of 4

SPECIAL NOTE FOR INLAID PAVEMENT MARKERS

I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and applicable Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. This work shall consist of:

(1) Maintain and Control Traffic; and (2) Furnish and install Inlaid Pavement Markers (IPMs) in recessed grooves; and (3) Any other work as specified by these notes and the Contract.

II. MATERIALS

The Department will sample all materials in accordance with the Department's Sampling Manual. Make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Markers. Provide reflective lenses with depth control breakaway positioning tabs. Before furnishing the markers, provide to the Engineer the manufacturer's current recommendations for adhesives and installation procedures. Use one brand and design throughout the project. Use markers meeting the specifications in the table below.

SPECIFICATIONS FOR HOUSING AND REFLECTOR			
Material:	Polycarbonate Plastic		
Weight:	Housing 2.00 oz.		
	Reflector 2.00oz.		
Housing Size:	5.00" x 3.00" x 0.70" high		
Specific Intensity of Reflectivity at 0.2° Observation Angle			
White:	3.0 at 0° entrance angle		
	1.2 at 20° entrance angle		
Yellow:	60% of white values		
Red:	25% of white values		

C. Adhesives. Use adhesives that conform to the manufacturer's recommendations.

Inlaid Pavement Markers Page 2 of 4

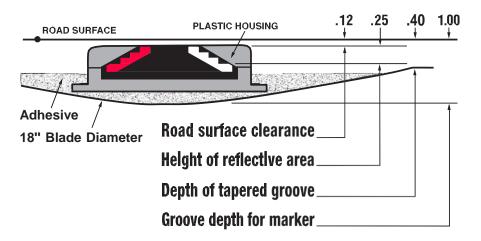
III. CONSTRUCTION

A. Experimental Evaluation. The University of Kentucky Transportation Center will be evaluating this installation of IPMs. Notify the Engineer a minimum of 14 calendar days prior to beginning work. The Engineer will coordinate the University's activities with the Contractor's work.

B. Maintain and Control Traffic. See Traffic Control Plan.

C. Installation. Install IPMs in recessed grooves cut into the final course of pavement according to the manufacturer's recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent damaging the pavement. Cut installation grooves using diamond blades on saws that accurately control groove dimensions. Remove all dirt, grease, oil, loose or unsound layers, and any other material from the marker area which would reduce the bond of the adhesive. Maintain pavement surfaces in a clean condition until placing markers.

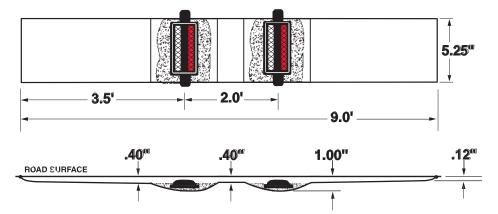
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Use an approved snowplowable epoxy adhesive. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, equipment, and construction procedures that ensure proper adhesion of the markers to the pavement surface according to the manufacturer's recommendations. Remove all excess adhesive from in front of the reflective faces. If any adhesive or foreign matter cannot be removed from the reflective faces, or if any marker fails to properly adhere to the pavement surface, remove and replace the marker at no additional cost to the Department.



D. Location and Spacing. Install the markers in the pattern for high reflectivity with two (2) IPMs per groove. Locate and space markers as shown in the current standard drawings or sepias (note: use Inlaid Pavement Markers wherever Type V Pavement Markers are called for). Do not install markers on bridge decks. Do not install a marker

Inlaid Pavement Markers Page 3 of 4

on top of a pavement joint or crack. Offset the recessed groove a minimum of 2 inches from any longitudinal pavement joint or crack and at least one inch from the painted stripe, ensuring that the finished line of markers is straight with minimal lateral deviation. Give preference to maintaining the 2-inch offset between recessed groove and joint as opposed to keeping the line of markers straight.



Place inlaid markers as much in line with existing pavement striping as possible. Place markers installed along an edge line or channelizing line so that the near edge of the plastic housing is no more than one inch from the near edge of the line. Place markers installed along a lane line between and in line with the dashes. Do not place markers over the lines except where the lines deviate visibly from their correct alignment, and then only after obtaining the Engineer's prior approval of the location.

If conflicts between recessed groove placement in relation to pavement joint and striping cannot be resolved, obtain the Engineer's approval to eliminate the marker or revise the alignment.

E. Disposal of Waste. Dispose of all removed pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See Special Note for waste and Borrow.

F. Restoration. Be responsible for all damage to public and/or private property resulting from the work. Restore all damaged features in like kind materials and design at no additional cost to the Department.

G. On-Site Inspection. Make a thorough inspection of the site prior to submitting a bid and be thoroughly familiar with existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid as evidence of this inspection having been made and will not honor any claims for money or grant Contract time extensions resulting from site conditions.

H. Caution. Do not take information shown on the drawings and in this proposal and the types and quantities of work listed as an accurate or complete evaluation of the

Inlaid Pavement Markers Page 4 of 4

> material and conditions to be encountered during construction, but consider the types and quantities of work listed as approximate only. The bidder must draw his own conclusion as to the conditions encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation or extension of Contract time if the conditions encountered are not in accordance with the information shown.

IV. MEASUREMENT

A. Maintain and Control Traffic. See Traffic Control Plan.

B. "INLAID PAYMENT MARKER" shall be measured as each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing cuttings and debris, preheating pavement to remove moisture, adhesives, and installation of two (2) markers with all lenses in accordance with this note.

Note: Each pay item of Inlaid Pavement Marker will require two markers.

V. PAYMENT

A. Maintain and Control Traffic. See Traffic Control Plan.

B. Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantity of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, each. Accept payment as full compensation for all labor, equipment, materials, and incidentals to accomplish this work to the satisfaction of the Engineer. A system of one (1) groove and two (2) markers shall be paid as one "INLAID PAVEMENT MARKER". The bid item "INLAID PAVEMENT MARKER" shall be used regardless of the color and type of lenses required.

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

SPECIAL PROVISION FOR WASTE AND BORROW SITES

The contractor is advised that it is their responsibility to gain U.S. Army Corp of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". "Waters of the United States" are defined as perennial or intermittent streams, ponds or wetlands. Ephemeral streams are also considered jurisdictional waters, and are typically dry except during rainfall, but have a defined drainage channel. Questions concerning any potential impacts to "Waters..." should be brought to the attention of the appropriate District Office for the Corps of Engineers for a determination, prior to disturbance. Any fees associated with obtaining approval from the U.S. Army Corp of Engineer or other appropriate regulatory agencies for waste and borrow sites is the responsibility of the contractor.

01/01/2009

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

The dimensions shown on the typical sections for pavement and shoulder widths are nominal or typical dimensions. The actual dimensions to be constructed or diamond ground may be varied to fit existing conditions as directed or approved by the Engineer. It is not intended that existing pavement or shoulders be widened unless specified elsewhere in the Proposal.



Construction No. NHPP 0805 (027) & FD52 037 0080 001-009 Item No. 12-20000.00

MP 2.5

To MP 8.656 (At Bridge over CSX Railroad and Right Fork Beaver Creek)



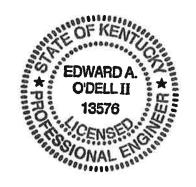
COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS DIVISION OF STRUCTURAL DESIGN March 2018

KY 80 - BRIDGE REHABILITATION

FLOYD COUNTY CONSTRUCTION NO. NHPP 0805 (027) & FD52 037 0080 001-009 ITEM NO. 12-20000.00 | MP 2.5 to MP 8.656

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EDWARD A. O'DELL, PE, PLS - KY PE # 13,576 DATE: 08/13/2018



KY 80 - ESTIMATE OF QUANTITIES CONSTRUCTION NO. FD52 037 0080 001-009, NHPP 0805 (027) FLOYD COUNTY - ITEM NO. 12-20000.00

SUMMARY OF TOTAL ESTIMATE OF QUANTITIES				
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	
3295	EXPANSION JOINT REPLACEMENT - 2 IN **	20.0	LF	
3296	EXPANSION JOINT REPLACEMENT - 2 1/2 IN **	5.0	LF	
3297	EXPANSION JOINT REPLACEMENT - 3 IN	5.0	LF	
8104	CONCRETE-CLASS AA*	5.8	CY	
8151	STEEL REINFORCEMENT-EPOXY COATED*	626	LB	
23020EN	TRIM AND REMOVE TREES AND BRUSH	6.2	ACRE	
23386EC	JOINT SEAL REPLACMENT (2 IN)	362.8	LF	
23386EC	JOINT SEAL REPLACMENT (2 1/2 IN)	89.6	LF	
23386EC	JOINT SEAL REPLACMENT (3 IN)	89.6	LF	
24275EC	ELIMINATE LONGITUDINAL JOINT	879.3	LF	
24897EC	EXPANSION JOINT REPLACEMENT - 3/4 IN	89.6	LF	

*For Diaghragms Quantities Only

**Only one armored edge to be removed at each location (See Details)

Note: Contractor to verify lengths of expansion joints, expansion joint seals, and armored edges prior to ordering materials.

REFERENCES

[1] Kentucky Transportation Cabinet Department of Highways. *Standard Specifications for Road and Bridge Construction*. Current Ed.

The following Kentucky Standard Drawings (Current Ed.) were used:

• Armored Edge – BJE-001-11

The following special notes apply to all bridges and are found in the roadway plans for this project:

- Special Note for Contract Completion Date and Liquidated Damages.
- Project Phasing and Maintenance of Traffic Plan.

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

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

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete and expansion device(s) and/or bridge ends; (3) Install armored edges and new concrete as specified and in accordance with the attached detail drawings; (4) Install new joint seals (if applicable); (5) Maintain and control traffic; and (6) Any other work specified as part of this contract.

2. MATERIALS.

- **2.1. Class "M" Concrete.** Use either "M1" or "M2". See Section 601.
- **2.2. Structural Steel.** Use new, commercial grade steel suitable for welding. The Engineer will base acceptance on visual inspection. See Standard Drawing BJE-001, current edition.
- **2.3. Stud Anchors.** The armored edge stud anchors are ³/₄" x 6" embedded stud shear connectors conforming to ASTM A108, Grade 1015 (Nelson Studs or equal).
- **2.4. Steel Reinforcement.** Use Grade 60. See Section 602.
- 2.5. Epoxy Bond Coat. See Section 511.
- 2.6. Neoprene Joint Sealers (Compression Seals). See Section 807.
- 2.7. Silicone Rubber Sealant. See Section 807.
- **2.8. Neoprene Strip Seals.** See attached detail drawings and Section 807.

3. CONSTRUCTION.

3.1. Remove Existing Materials. Remove the existing expansion dam/bridge end and specified areas of concrete as shown on the attached sketches. Remove debris and/or expansion joint filler as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".

Clean and leave all existing steel reinforcement encountered in place.

3.2. Place New Concrete and Armored Edges. After all specified existing materials have been removed; place new armored edges to match the grade of the proposed overlay or to match the original grade (See attached detail drawings). Place the new Class "M" concrete to the scarified grade and finish to receive the new overlay or place the new Class "M" concrete to the original grade and finish to receive the new overlay or place the new class "M" concrete to the original grade and finish to receive the new overlay or place the new class "M" concrete to the original grade and finish with broom strokes drawn transversely from curb to curb. No accelerants are to be added to Class "M" Concrete as specified in Section 601 of the Standard Specifications.

All new structural steel shall be cleaned and painted with two coats of commercial primer paint red orange in color, except that surfaces to come in contact with concrete are not to be painted.

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

- **3.3. Additional Steel Reinforcement.** Furnish for replacement, as directed by the Engineer (see attached detail drawings for reinforcement details). Place these bars in areas deemed by the Engineer to require additional reinforcement. Field cutting and bending is permitted. Do not place any additional steel reinforcement above the height of the top row of Nelson Studs on the armored edges. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Reinforcement is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".
- **3.4. Stage Construction.** Installation of concrete and armored edges in two (or more if specified) stages is necessary. Join the armored edges at or near the centerline of the roadway or lane line, field weld and grind smooth.

- **3.5. Preformed Neoprene Joint Seal (if applicable).** Place the preformed joint seal in one continuous, unbroken length. Place neoprene compression seals as recommended by the manufacturer and in accordance with Section 609.03.04 (D). Place neoprene strip seals as recommended by the manufacturer and in accordance with Section 609.03.04 (E), except that shop drawings will not be required.
- **3.6. Silicone Rubber Sealant (if applicable).** Place the silicone sealant as recommended by the manufacturer and in accordance with Section 609.03.04 (C).
- **3.7. Shop Plans.** Shop plans will <u>not</u> be required. The Contractor is responsible for obtaining field measurements and supplying properly sized materials to complete the work.

4. MEASUREMENT.

- **4.1. Expansion Joint Replacement** ¾", 1 ½", 2", 2 ½", 4". The Department will measure the quantity in linear feet from gutterline to gutterline along the centerline of the joint.
- **4.2. Armored Edge for Concrete.** The Department will measure the quantity in linear feet from gutterline to gutterline along the face of the bridge end.
- 4.3. Steel Reinforcement. See Section 602.

5. PAYMENT.

- 5.1. Expansion Joint Replacement ¾", 1 ½", 2", 2 ½", 4". Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete, neoprene joint seal, and all incidental items necessary to complete the work (except the overlay material, if applicable) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- **5.2. Armored Edge for Concrete (if applicable).** Payment at the contract unit price per linear foot is full compensation for removing specified existing materials, furnishing and installing the new armored edges, concrete and all incidental items necessary to complete the work (except the overlay material, if applicable) within the specified pay limits as specified by this note and as shown on the attached detail drawings.
- **5.3. Steel Reinforcement.** Reinforcement is incidental to the contract unit price for "Expansion Joint Replacement" or "Armored Edge for Concrete".

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

SPECIAL NOTE FOR ELIMINATING LONGITUDINAL JOINTS ON BRIDGES

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

This work consists of the following: (1) Furnish all labor, materials, tools, and equipment; (2) Remove existing concrete to eliminate the longitudinal joint; (3) Install additional steel reinforcement, new armored edge (if applicable), and new concrete as specified and in accordance with the attached detail drawings; (4) Maintain and control traffic; and (5) Any other work specified as part of this contract.

2. MATERIALS.

- 2.1. Class "M" Concrete. Use either "M1" or "M2". See Section 601.
- 2.2. Steel Reinforcement. Use Grade 60. See Section 602.
- 2.3. Epoxy Bond Coat. See Section 511.

3. EQUIPMENT.

- **3.1. Hammers.** See Section 606.02.10 B.
- **3.2. Sawing Equipment.** See Section 606.02.10 C.
- 3.3. Hydraulic Impact Equipment. See Section 606.02.10 D.

4. CONSTRUCTION.

4.1. Remove Existing Materials. Remove the existing longitudinal joints, joint filler, and specified areas of concrete as shown on the attached detail drawings or as directed by the Engineer. Dispose of all removed material entirely away from the job site. This work is incidental to the contract unit price for "Eliminate Longitudinal Joint".

Clean and leave all existing steel reinforcement encountered in place. Damaged steel reinforcement will be repaired/replaced as directed by the Engineer at no additional cost to the Department.

4.2. Steel Reinforcement. Furnish for this work steel reinforcement as shown in the individual bridge packages. Splice these bars to the existing reinforcement in the deck and backwall in the areas of removed concrete as shown on the attached detail drawings or directed by the Engineer. Ensure that all exposed steel reinforcement is tied in accordance with Section 602.03.04 prior to pouring the new Class "M" concrete. Reinforcement is incidental to the contract unit price for "Eliminate Longitudinal Joint".

4.3. Place New Concrete. After all specified existing materials have been removed, new steel reinforcement has been installed, and new armored edges have been added per 'Special Note for Replacing Expansion Dams and-or Installing Armored Edges for Concrete Bridges' (if applicable). Place the new Class "M" concrete to the original grade and finish with broom strokes drawn transversely. No accelerants are to be added to Class "M" Concrete as specified in Section 601 of the Standard Specifications.

All new structural steel shall be cleaned and painted with two coats of commercial primer paint red orange in color, except that surfaces to come in contact with concrete are not to be painted.

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

5. MEASUREMENT.

5.1. Eliminate Longitudinal Joint. The Department will measure the quantity in linear feet from out to out of bridge length along the centerline of the joint.

6. PAYMENT.

6.1. Eliminate Longitudinal Joint. Payment at the contract unit price per linear foot under bid item #24275EC "ELIMINATE LONGITUDINAL JOINT" is full compensation for removing and disposing of the specified existing materials, furnishing and installing the concrete, steel reinforcement, and all incidental items necessary to complete the work within the specified pay limits as specified by this note and as shown on the attached detail drawings.

The Department will consider payment as full compensation for all work required by this note and the attached detail drawings.

7. ADDITIONAL NOTES.

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

SPECIAL NOTE FOR CLEARING VEGETATION FROM RIGHT OF WAY

1. DESCRIPTION. Comply with all applicable federal, state, and local laws, ordinances and regulations governing safety. Provide all safeguards needed for employees and equipment. All equipment is to conform to all prevailing Occupational Safety and Health Administration (OSHA) regulations. The use of a Slope Mower (Over/Guardrail Mower) mounted on a tractor or other similar vehicle with an articulated arm attachment to trim brush on this project will not be allowed. Require all operators and other employees to wear safety vests and personal protective equipment that conform to OSHA regulations on the job site at all times.

Work on this project is as follows: (1) Cut and remove **all** trees and brush located in the area to be cleared; (2) Treat all cut stumps to prevent re-sprouting; (3) Cleanup and remove all debris, produced by cutting operation, from the rights-of-ways; (4) Maintain and control traffic; and (5) All other work specified by this contract.

Complete the work in a continuous manner once work has begun. Cut trees and brush as close to the ground as possible, three inches (3") or less from ground line. Treat all stumps with the herbicide solution, as specified below.

Perform the work under the supervision of an individual who has a minimum of three (3) years experience in trimming and removal of trees and brush. Perform the work in accordance with ANSI A 300-1995, "Tree Care Operations - Tree, Shrub, and Other Woody Plant Maintenance Practices," and as approved by the Engineer.

Remove all debris and biomass from the removal of trees and brush from the work site and dispose of such debris off the right-of-way in accordance with local, state, and federal solid waste laws and regulations. Cleanup and remove all existing down trees and brush located within the designated areas.

Keep the work zone free of accumulated waste material and debris at all times. Remove and dispose of all tree and brush chips off the right-of-way. Remove and dispose of all debris and waste material off the right-of-way as work is completed and at the end of each workday. Remove desirable wood pieces from the rights-of-way at the end of each workday. Stockpile trees and brush off the right-of-way.

Perform stump treatment of all cut stumps as **incidental** to the tree and brush removal item. Apply a stump treatment mix consisting of twenty percent (20%) Garlon 4 Ultra (EPA Reg. No. 62719-527); three percent (3%) Stalker (EPA Reg. No. 241-398); and seventy-seven percent (77%) Basal Oil (100% aliphatic hydrocarbon oils, surfactants, and emulsifiers), or equal. Generic formulations are not acceptable. Mix the herbicide solution in the presence

of the Engineer. Include a color indicator in the herbicide solution to mark the treated stumps. **Spray or paint the herbicide solution onto all cut stumps within one hour after cutting.** Apply the herbicide solution in a manner to avoid drift onto surrounding vegetative ground cover.

2. MATERIALS. Provide herbicide material for the treatment of cut stumps meeting the following criteria:

<u>Garlon 4 Ultra</u>

Active ingredient: (Triclopyr)

3,5,6- trichloro-2-pyridinyloxyacetic, butoxyethyl ester
Inert ingredients
Total
Acid equivalent: triclopyr – 43.46% - 4 lb/gal EPA Reg. No. 62719-527
<u>Stalker</u> Active ingredient: (Imazapyr)
Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo- 1H-imidazol-2-yl]-3-pyridinecarboxylic acid)*
Inert ingredients72.4%
Total100%

*Equivalent to 22.6 percent 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazolyl]-3-pyridinecarboxylic acid or 2 pounds per gallon. EPA Reg. No. 241-398

Basal Oil

Aliphatic hydrocarbon oils, surfactants, and selected emulsifiers 100%

Provide individuals to apply pesticides to Kentucky Highway Rights-of-Ways who are certified as Pesticide Applicators under Category 6 guidelines. Comply with all current laws and regulations established by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and by KRS 217B that regulate the handling, use, and application of pesticides.

If required, maintain and control traffic for a lane closure on a multi-lane divided highway facility for tree, brush, and limb removal by establishing a Work Zone in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) (Current Edition), and in accordance with the Kentucky Department of Highways Standard Drawings (Current Edition). Utilize the appropriate standard drawings for any maintain and control traffic case scenarios that may occur during the performance of Tree and Brush Removal Operations.

3. MEASUREMENT.

3.1 The Department will not measure the herbicide treatment of cut stumps, nor the cleanup and removal of debris and wood waste; and will consider these items incidental to the Removal of Trees and Brush item of work.

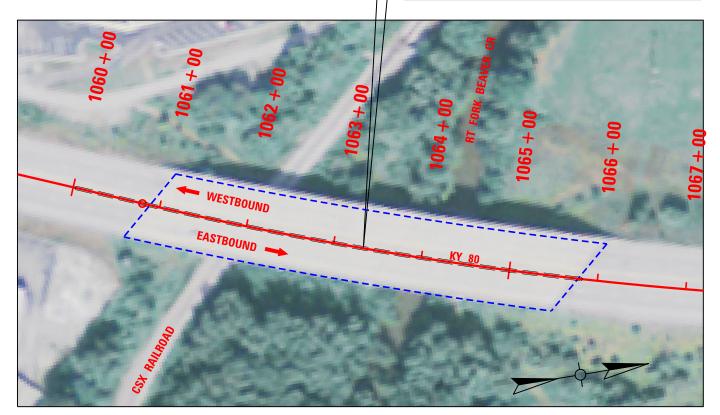
4. PAYMENT.

- **4.1** This work will be paid for as Item No. 23020EN Trim and Remove Trees and Brush by the acre and includes all materials and labor required to complete the work described in this note.
- **4.2**. The Maintain and Control Traffic items of work will be performed as **incidental** to the Trim and Remove Tree and Brush item of work.

Bl

BRIDGE #1 (036B00105N) FLOYD COUNTY

O36BOO105N KY 80 OVER CSX RAILROAD AND RIGHT FORK BEAVER CREEK



APPROXIMATE LOCATION INFORMATION LATITUDE: 37°30'27" LONGITUDE: 82°48'52" MP 3.667 ON KY 80

BRIDGE #1 (036B00105N) - ESTIMATE OF QUANTITIES

STRUCTURE INFORMATION:

- **1. District:** 12
- 2. County: FLOYD
- 3. Route:
- 4. Constr. Number:
- 5. Road Name: KY 80
- 6. Description: KY 80 over CSX RR & RT FK BEAVER CR

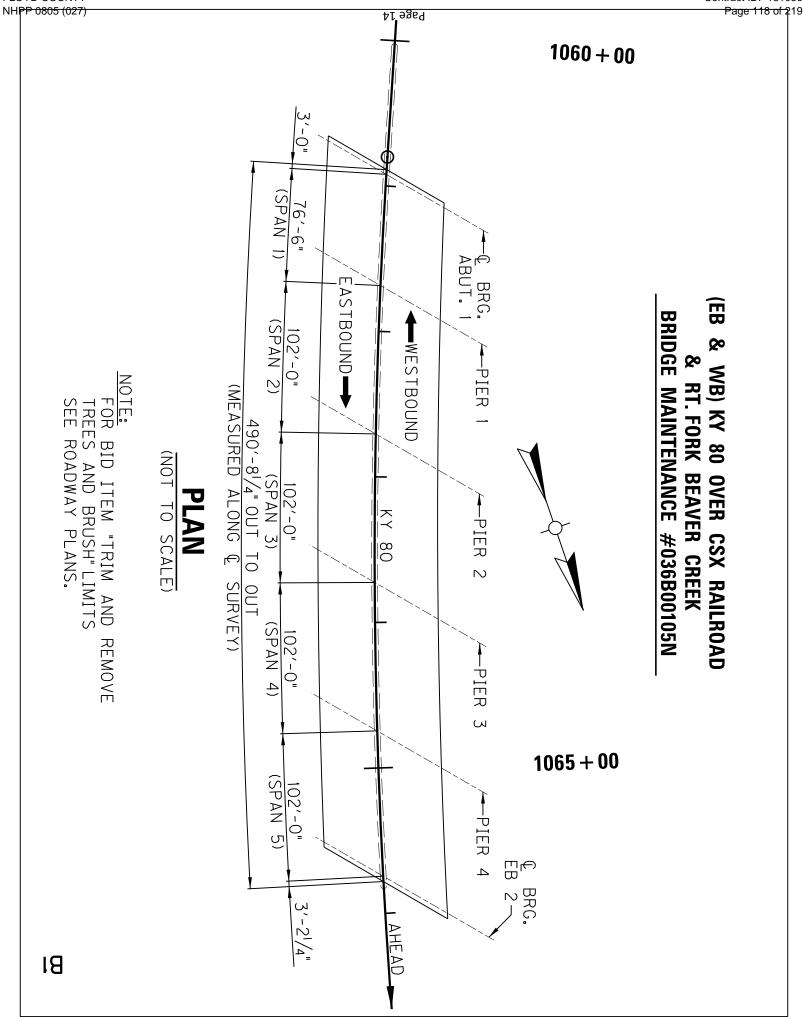
KY 80

7. Type of Work:

Trim and Remove Trees and Brush

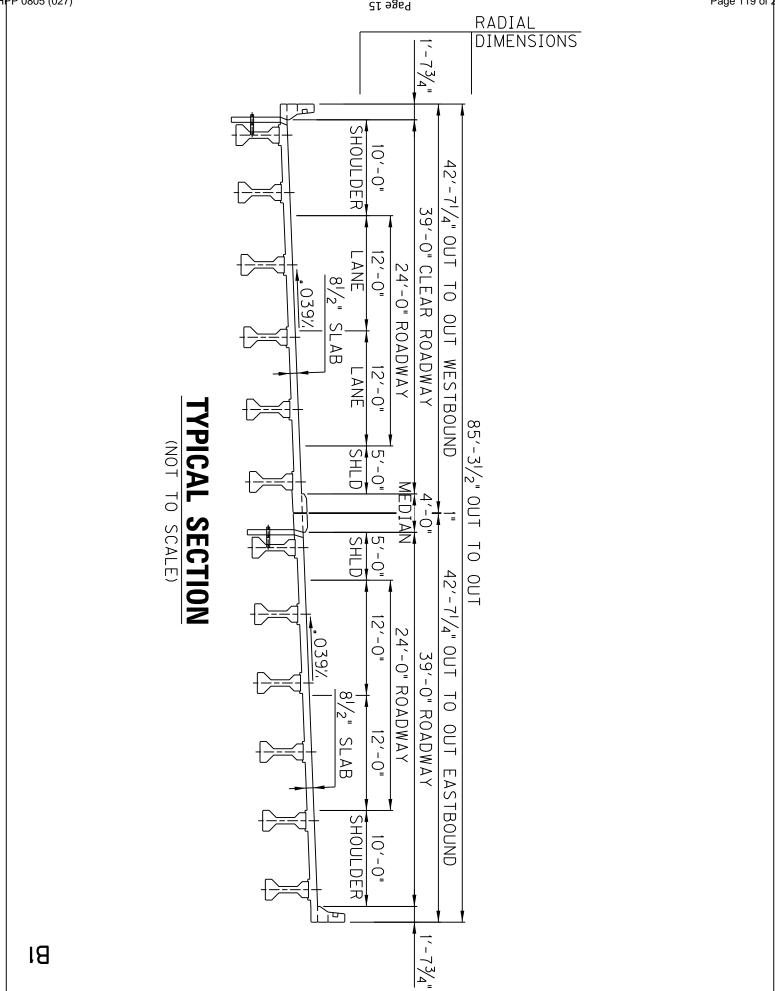
8. Length (ft):	490.69	Curb to Curb Width (ft):	82.00
Skew:	30° 09' 31" RT	Out to Out Width (ft):	85.29
Surface Area (SY):	4471	Deck Thickness (in):	8.50

ESTIMATE OF QUANTITIES				
ITEM NUMBER	ITEM NUMBER DESCRIPTION			
23020EN	TRIM AND REMOVE TREES AND BRUSH	2.0	ACRE	



FLOYD COUNTY

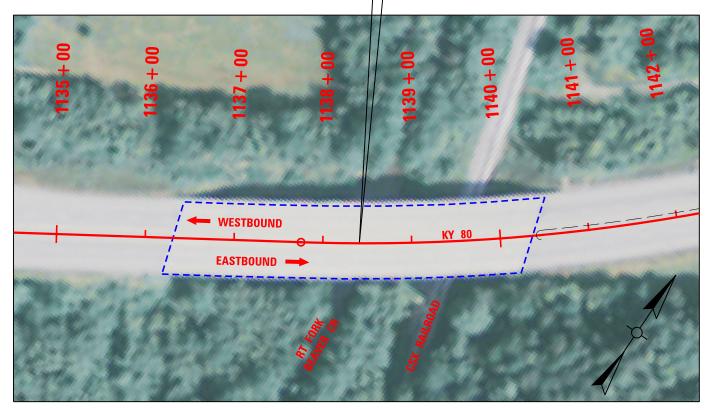
Contract ID: 181036



B2

BRIDGE #2 (036B00106N) FLOYD COUNTY





APPROXIMATE LOCATION INFORMATION LATITUDE: 37°31'12" LONGITUDE: 82°47'46" MP 5.093 ON KY 80

Page 16

BRIDGE #2 (036B00106N) - ESTIMATE OF QUANTITIES

STRUCTURE INFORMATION:

- **1. District:** 12
- 2. County: FLOYD
- 3. Route:
- 4. Constr. Number:
- **5. Road Name:** KY 80
- 6. Description: KY 80 over CSX RR & RT FK BEAVER CR

KY 80

7. Type of Work:

Eliminate Longitudinal Joint Replacing Expan. Dams and/or Installing Armored Edges for Conc. Bridges Trim and Remove Trees and Brush

8. Length (ft):	408.65	Curb to Curb Width (ft):	82.00
Skew:	17° 44' 28" RT	Out to Out Width (ft):	85.29
Surface Area (SY):	3724	Deck Thickness (in):	8.50

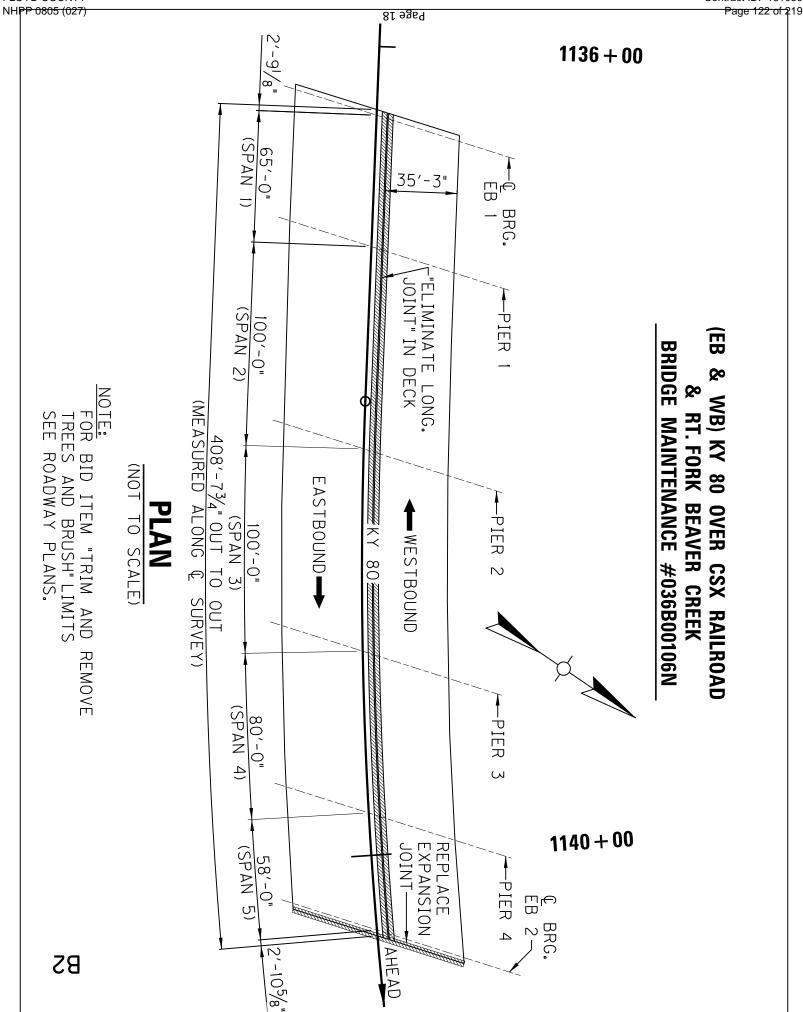
ESTIMATE OF QUANTITIES			
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT
3296	EXPANSION JOINT REPLACEMENT - 2 1/2 IN	5.0	LF
3297	EXPANSION JOINT REPLACEMENT - 3 IN	5.0	LF
8104	CONCRETE-CLASS AA*	3.0	CY
8151	STEEL REINFORCEMENT-EPOXY COATED*	290	LB
23020EN	TRIM AND REMOVE TREES AND BRUSH	2.0	ACRE
23386EC	JOINT SEAL REPLACEMENT (2 1/2 IN)	89.6	LF
23386EC	JOINT SEAL REPLACEMENT (3 IN)	89.6	LF
24275EC	ELIMINATE LONGITUDINAL JOINT	408.7	LF
24897EC	EXPANSION JOINT REPLACEMENT - 3/4 IN	89.6	LF

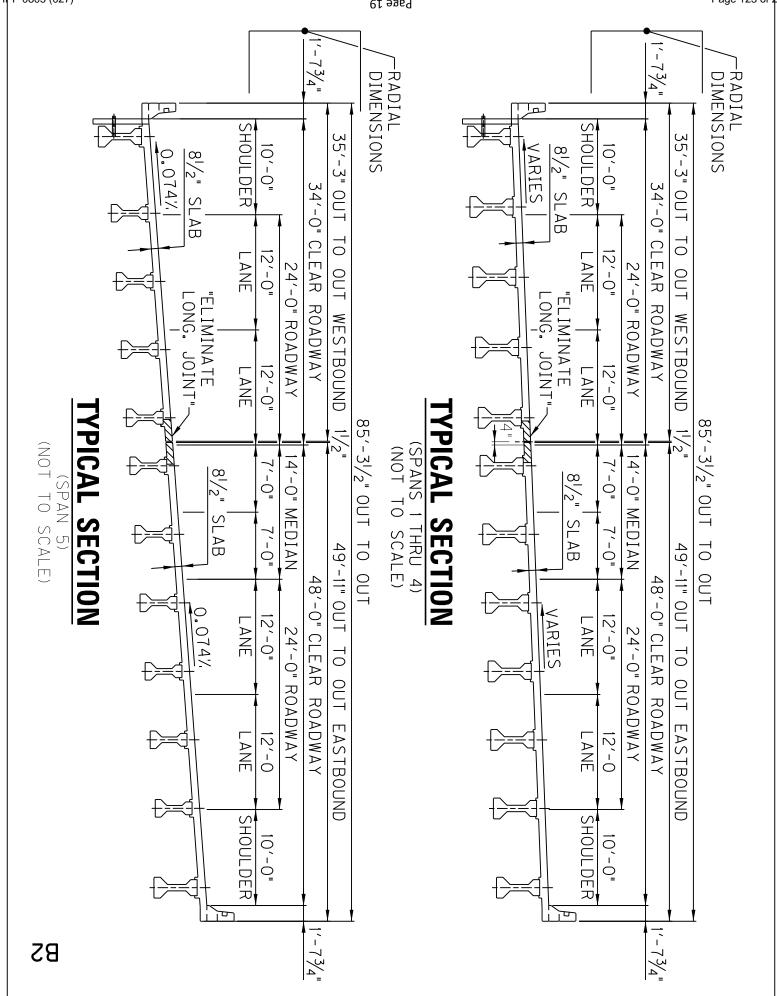
*FOR DIAPHRAGMS QUANTITIES ONLY (4 REQUIRED)

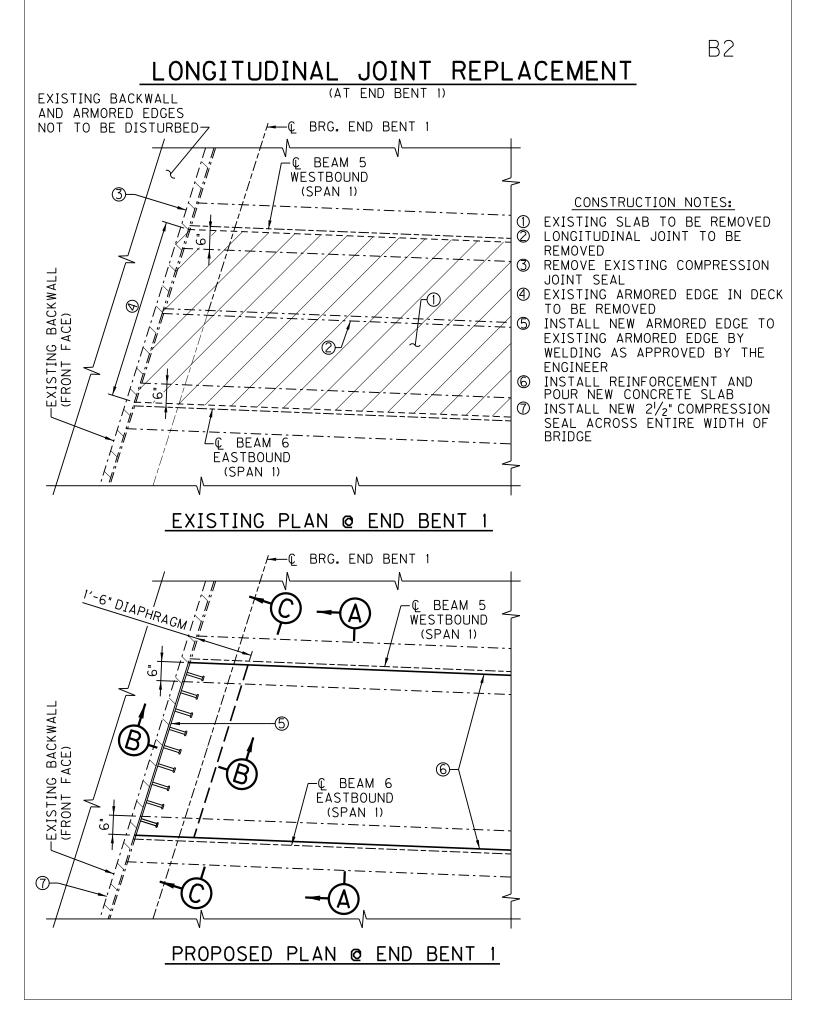
Note: Contractor to verify lengths of expansion joints, expansion joint seals, and armored edges prior to ordering materials.

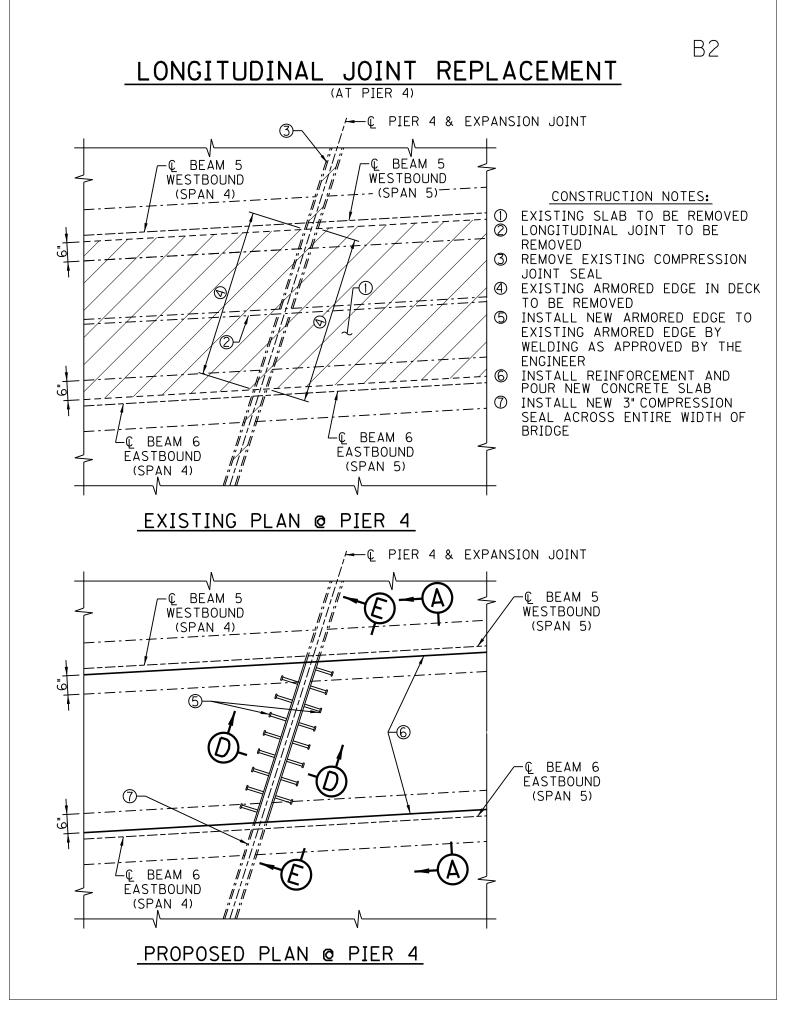


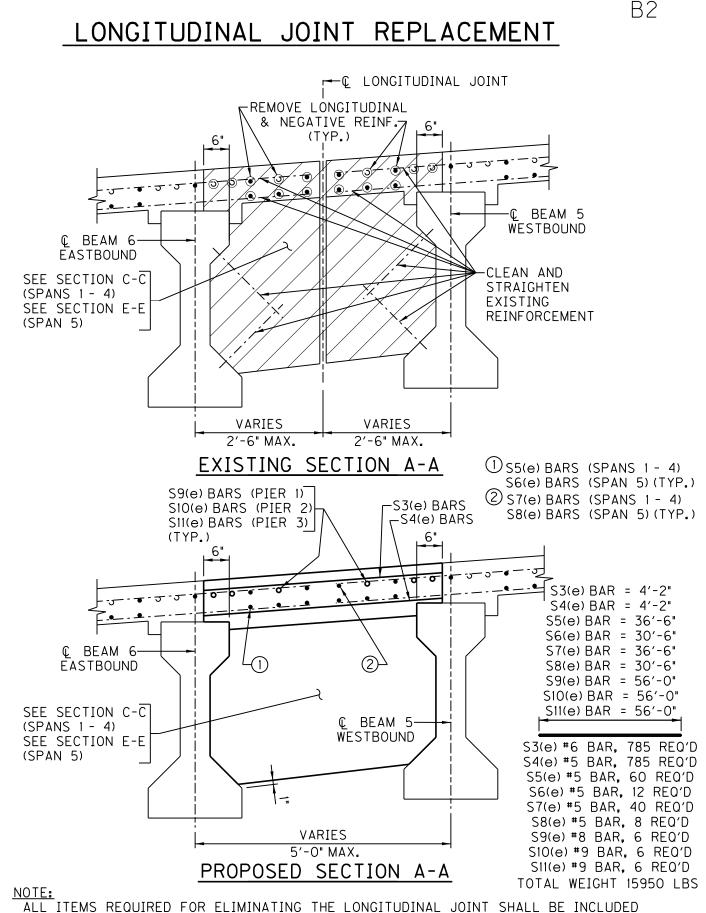
Contract ID: 181036



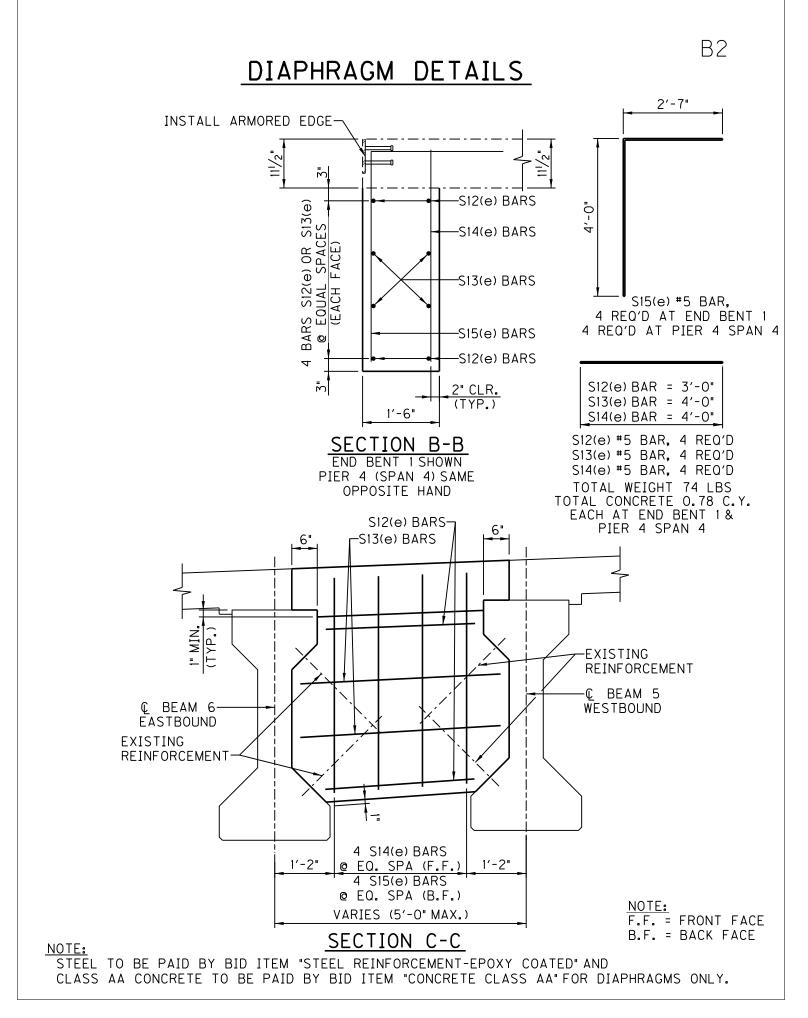


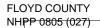


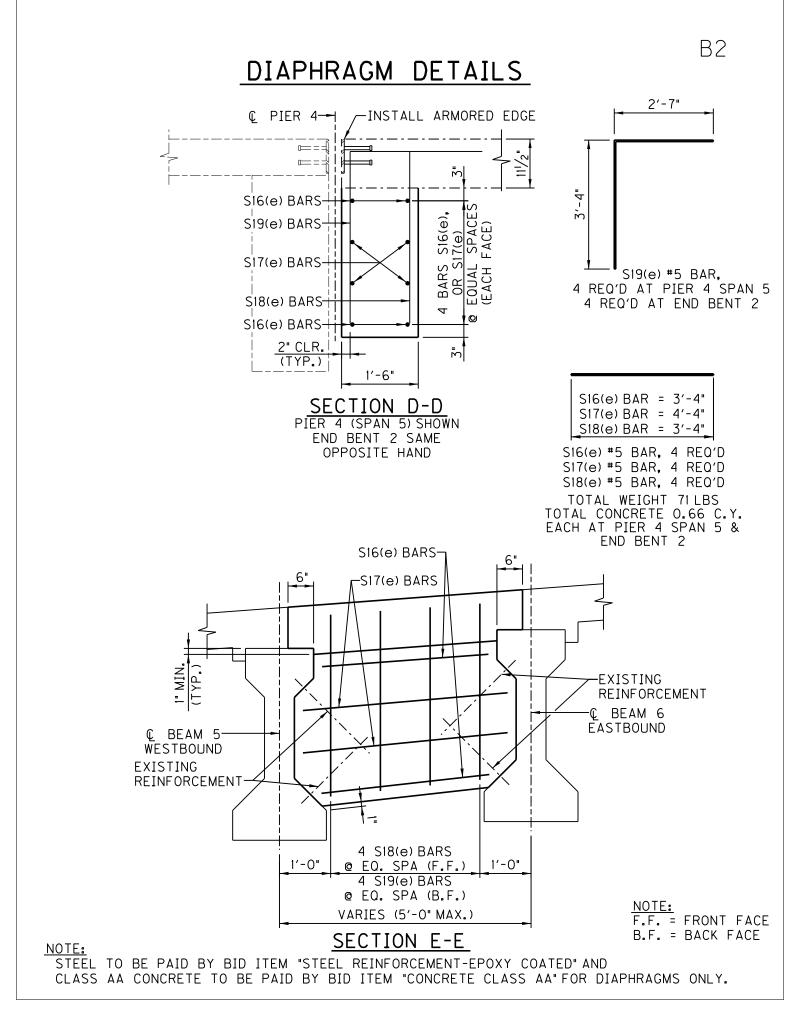


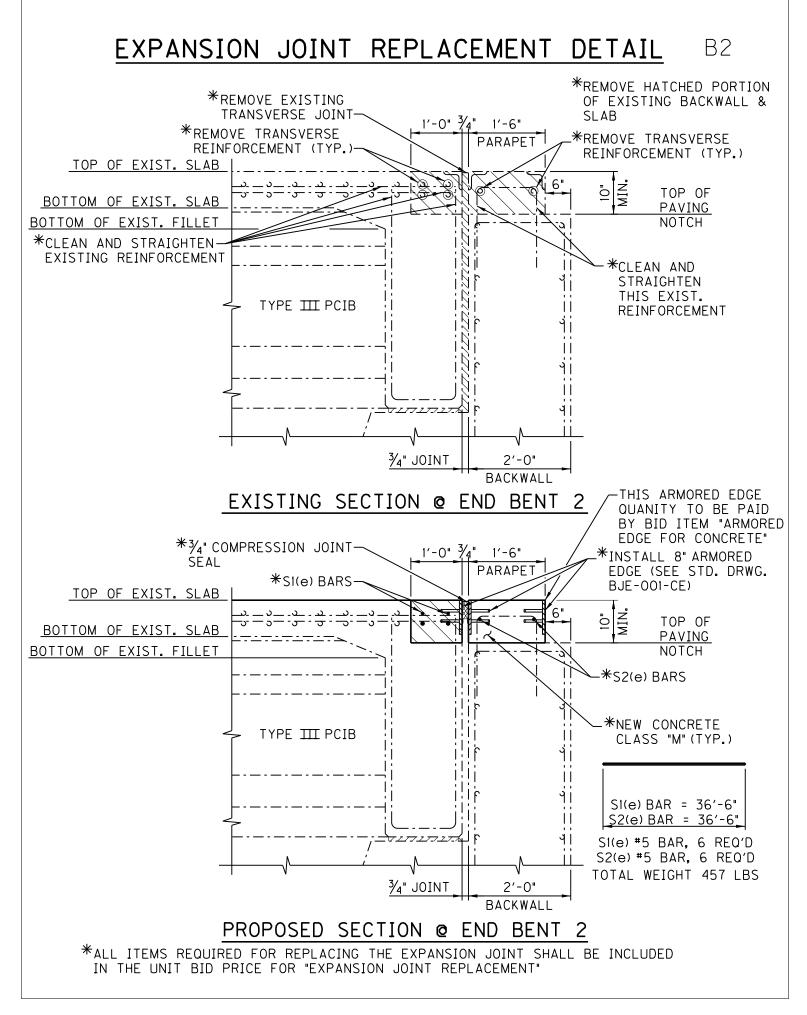


IN THE UNIT BID PRICE FOR "ELIMINATE LONGITUDINAL JOINT"

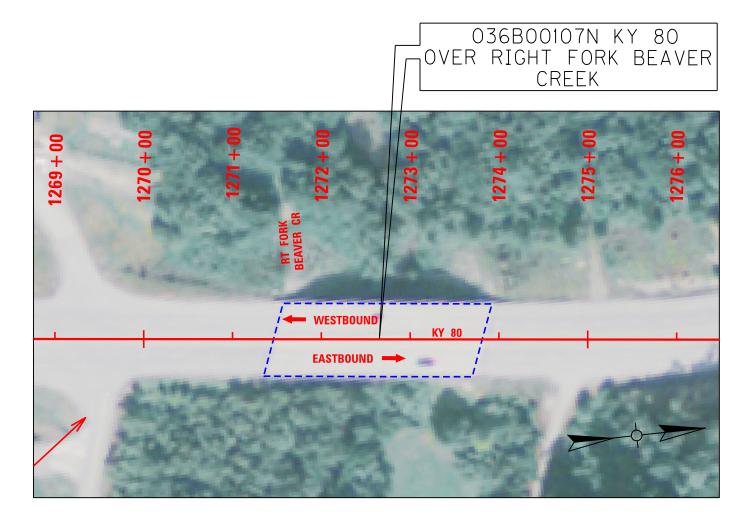








BRIDGE #3 (036B00107N) FLOYD COUNTY



APPROXIMATE LOCATION INFORMATION LATITUDE: 37°33'04" LONGITUDE: 82°46'22" MP 7.655 ON KY 80

BRIDGE #3 (036B00107N) - ESTIMATE OF QUANTITIES

STRUCTURE INFORMATION:

- **1. District:** 12
- 2. County: FLOYD
- 3. Route:
- 4. Constr. Number:
- **5. Road Name:** KY 80
- 6. Description: KY 80 over RT FK BEAVER CREEK

KY 80

7. Type of Work:

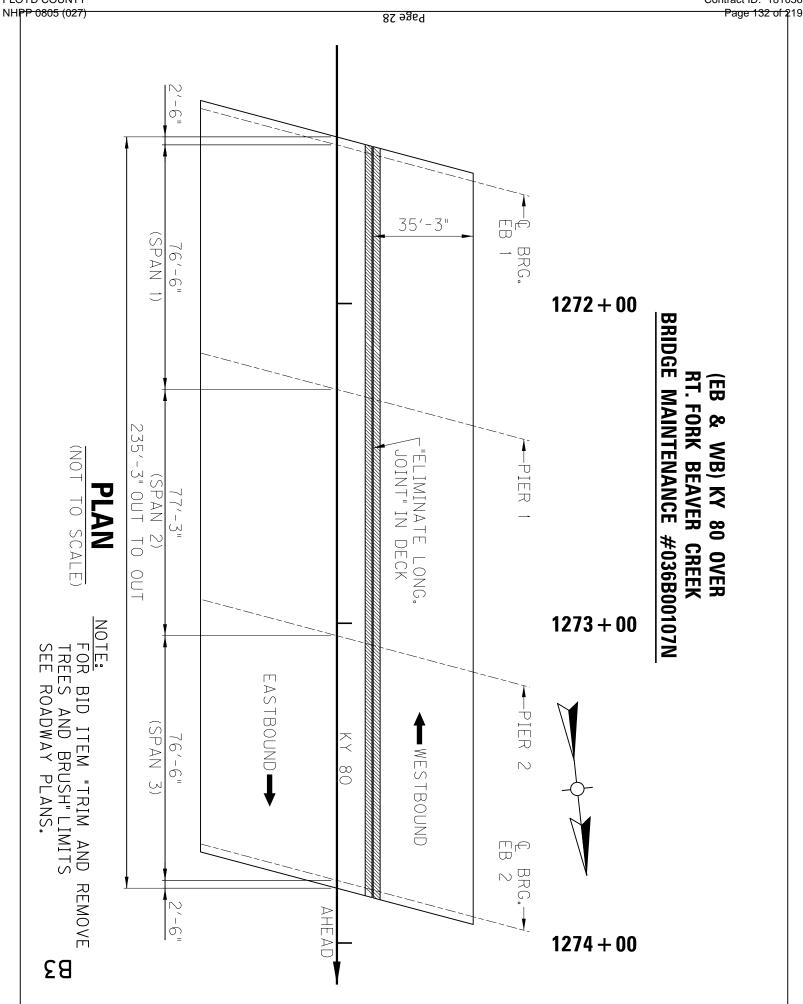
Eliminate Longitudinal Joint Trim and Remove Trees and Brush

8. Length (ft):	235.25	Curb to Curb Width (ft):	82.00
Skew:	15° 00' RT	Out to Out Width (ft):	85.29
Surface Area (SY):	2144	Deck Thickness (in):	8.50

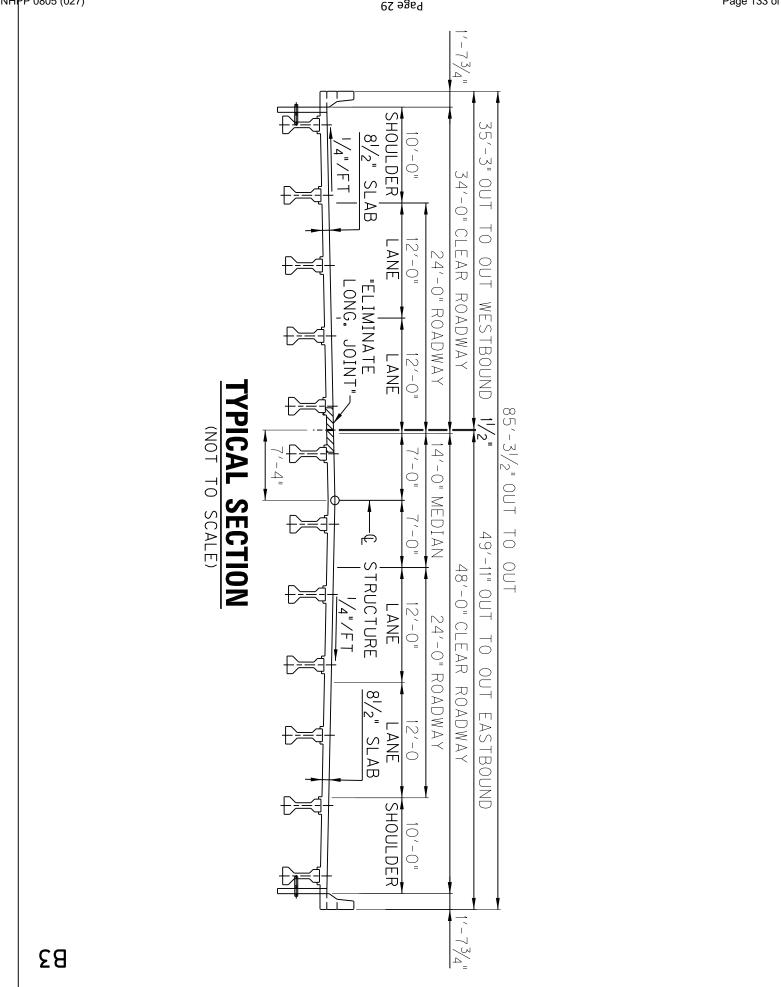
ESTIMATE OF QUANTITIES			
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT
3295	EXPANSION JOINT REPLACEMENT - 2 IN	10	LF
8104	CONCRETE-CLASS AA*	1.4	CY
8151	STEEL REINFORCEMENT-EPOXY COATED*	170	LB
23020EN	TRIM AND REMOVE TREES AND BRUSH	1.1	ACRE
23386EC	JOINT SEAL REPLACEMENT (2 IN)	176.6	LF
24275EC	ELIMINATE LONGITUDINAL JOINT	235.3	LF

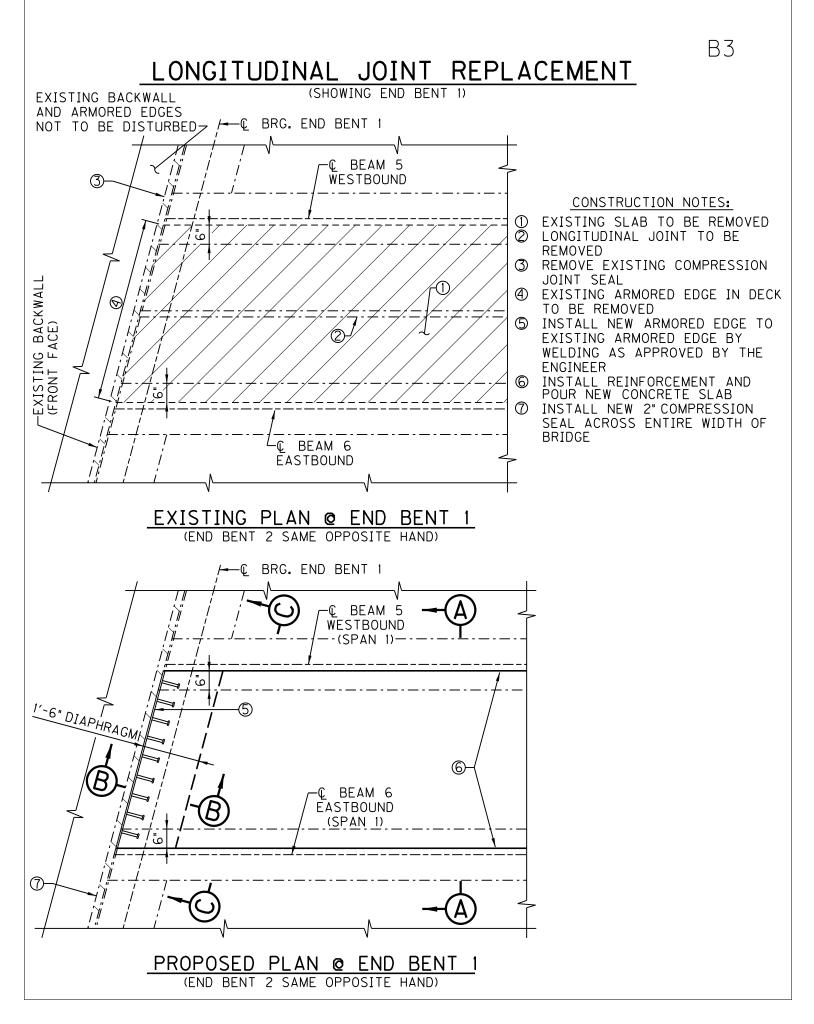
*FOR DIAPHRAGM QUANTITIES ONLY (2 REQUIRED)

Note: Contractor to verify lengths of expansion joints, expansion joint seals, and armored edges prior to ordering materials.



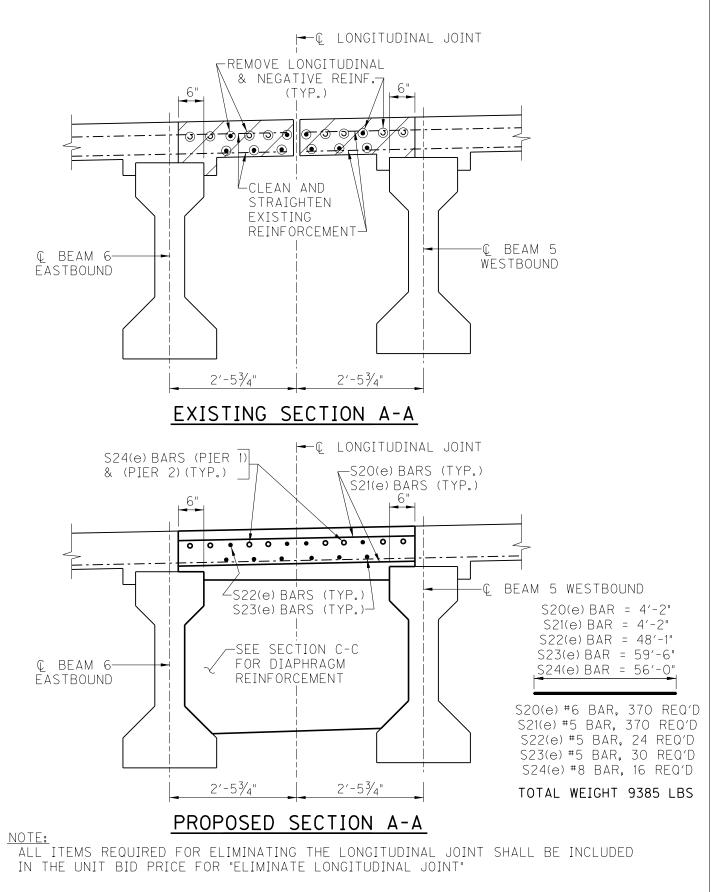
FLOYD COUNTY



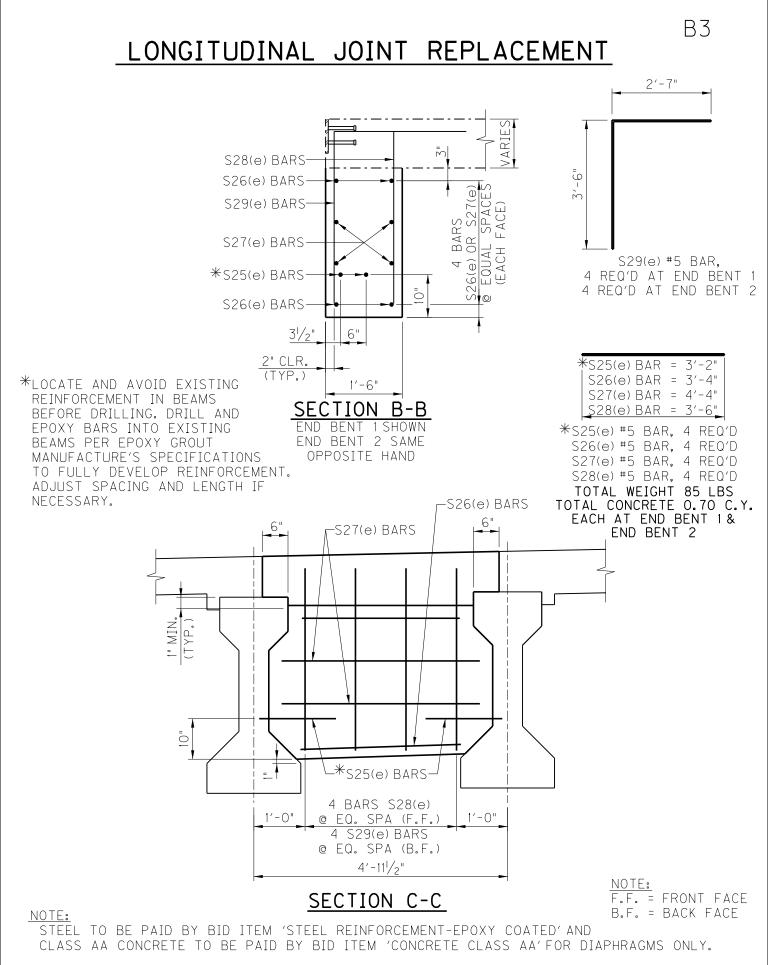


Β3

LONGITUDINAL JOINT REPLACEMENT

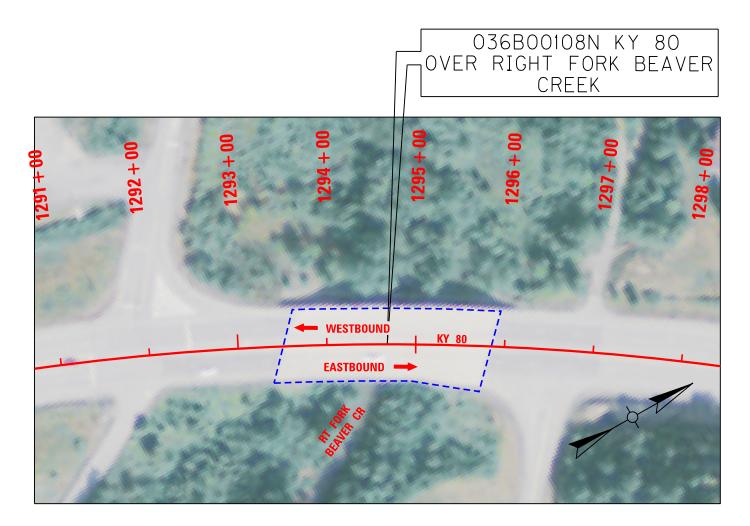


Page 31



B4

BRIDGE #4 (036B00108N) FLOYD COUNTY



APPROXIMATE LOCATION INFORMATION LATITUDE: 37°33'25" LONGITUDE: 82°46'15" MP 8.074 ON KY 80

BRIDGE #4 (036B000108N) - ESTIMATE OF QUANTITIES

STRUCTURE INFORMATION:

- **1. District:** 12
- 2. County: FLOYD
- 3. Route:
- 4. Constr. Number:
- **5. Road Name:** KY 80
- 6. Description: KY 80 over RT FK BEAVER CREEK

KY 80

7. Type of Work:

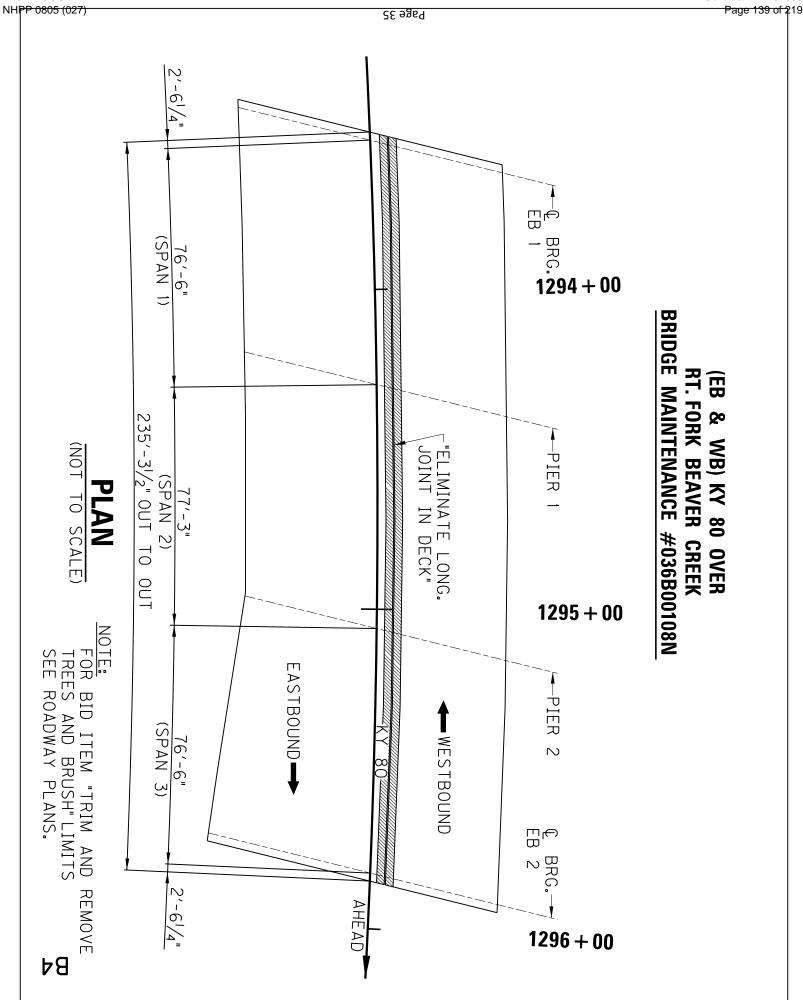
Eliminate Longitudinal Joint Trim and Remove Trees and Brush

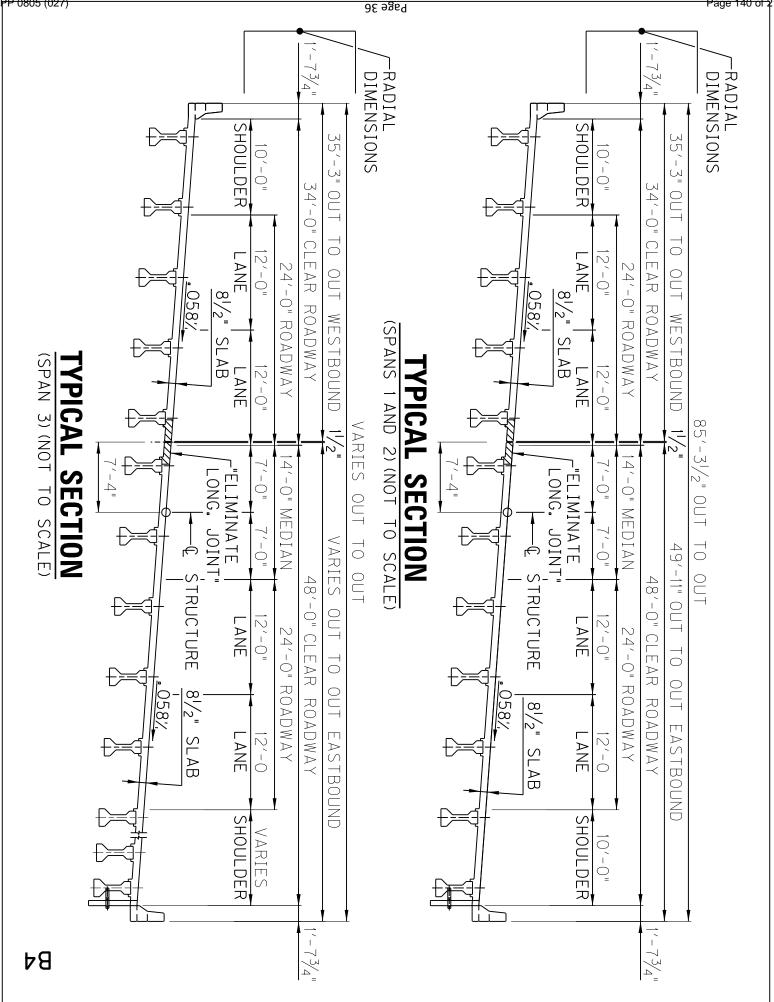
8. Length (ft):	235.25	Curb to Curb Width (ft):	82.00
Skew:	15° 00' RT	Out to Out Width (ft):	85.29
Surface Area (SY):	2144	Deck Thickness (in):	8.50

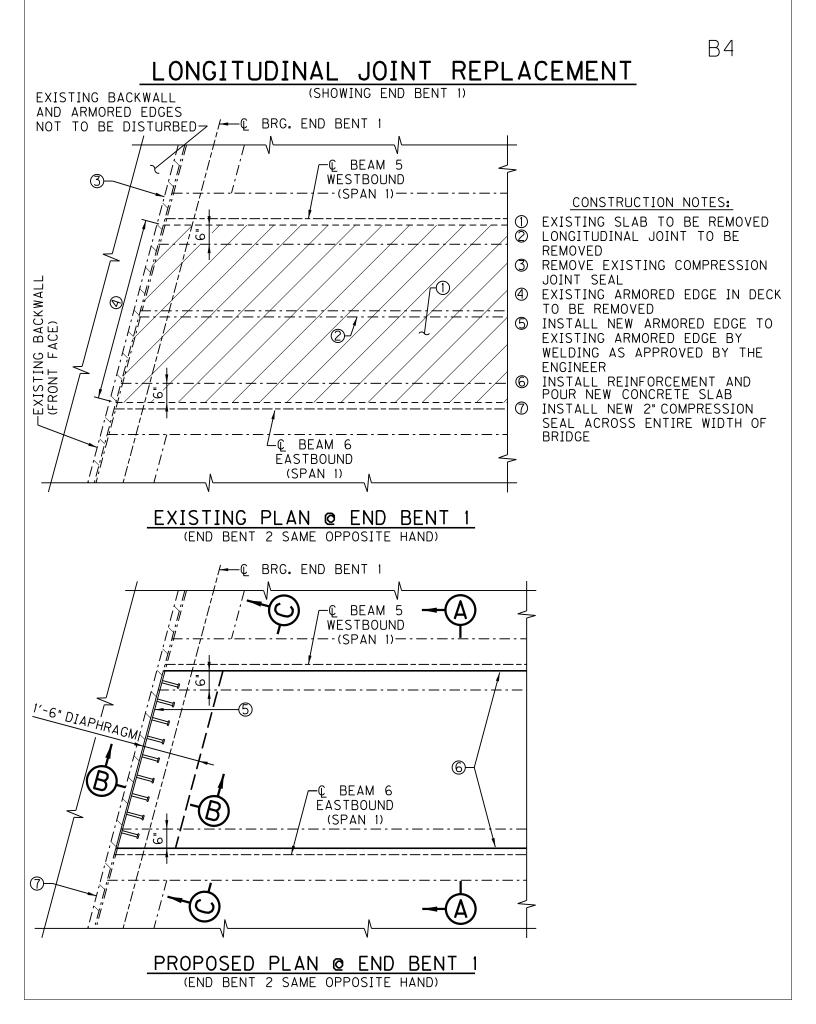
ESTIMATE OF QUANTITIES			
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT
3295	EXPANSION JOINT REPLACEMENT - 2 IN	10	LF
8104	CONCRETE-CLASS AA*	1.4	CY
8151	STEEL REINFORCEMENT-EPOXY COATED*	166	LB
23020EN	TRIM AND REMOVE TREES AND BRUSH	1.1	ACRE
23386EC	JOINT SEAL REPLACEMENT (2 IN)	186.2	LF
24275EC	ELIMINATE LONGITUDINAL JOINT	235.3	LF

*FOR DIAPHRAGMS QUANTITIES ONLY (2 REQUIRED)

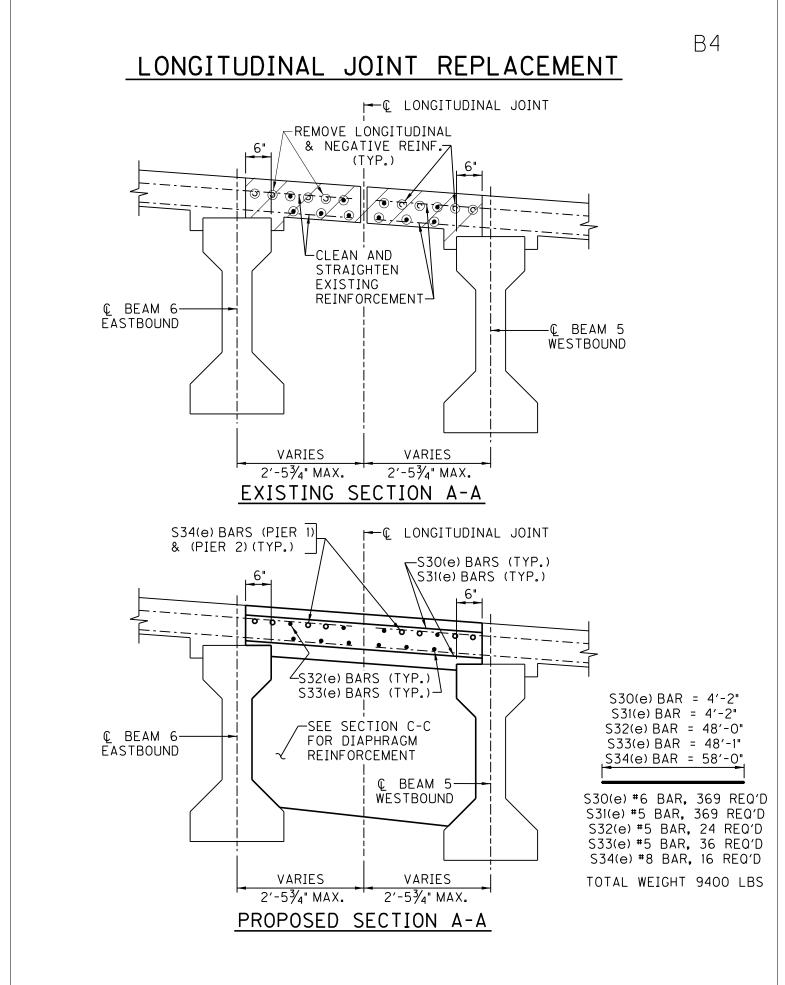
Note: Contractor to verify lengths of expansion joints, expansion joint seals, and armored edges prior to ordering materials.

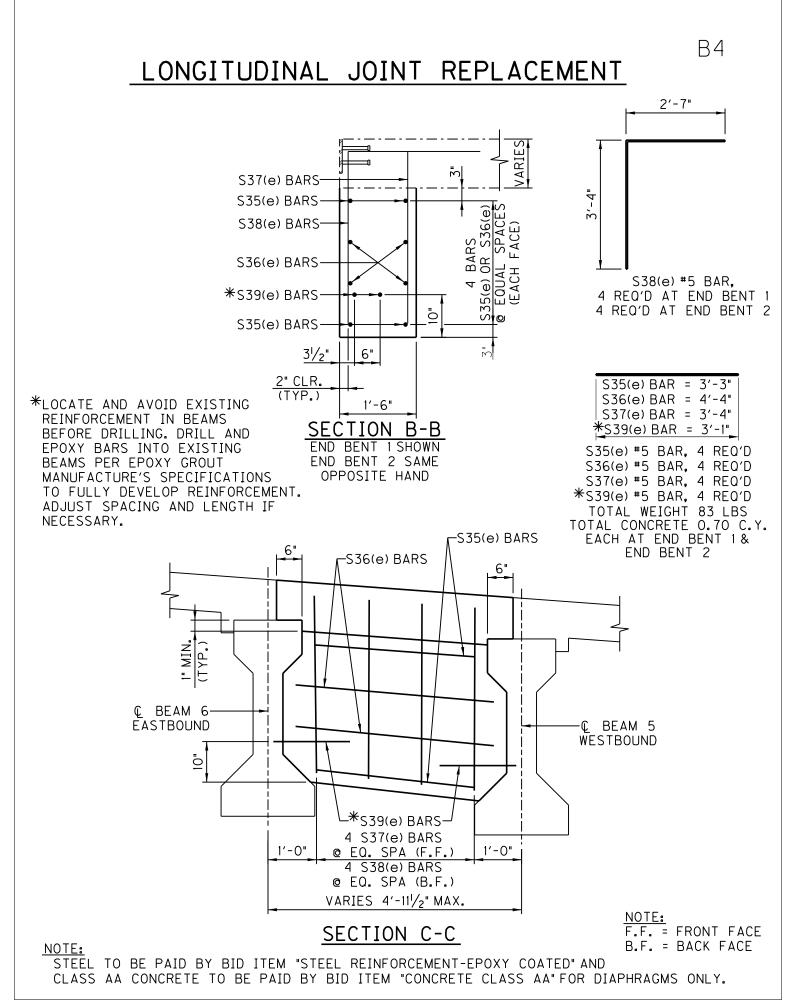












SPECIAL NOTE FOR WORK ON CSX TRANSPORTATION, INC. RIGHT OF WAY KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

Some of the work proposed for two bridges on this project will require working on and over the right of way of CSX Transportation, Inc.'s railroad. The work required is shown in this Proposal for the following two bridges:

<u>KYTC/CSX Reference/Identification</u> B1) 036B00105N, KY 80 over CSX DOT# 231 642B, Great Lakes Zone, E&BV Subdivision, Milepost CMO-11.98

B2) 036B00106N, KY 80 over CSX DOT# 231 644P, Great Lakes Zone, E&BV Subdivision, Milepost CMO-9.99

The Contractor will need to provide a Demolition Plan Submittal for removing the expansion joint and the longitudinal joint over the railroad span (30' each side of the track) for B2. The plan is to be submitted to CSXT, or its Representative, in accordance with the CSXT Construction Submission Criteria, last revised July 2017. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor's material selection and methods or operations for work near the railroad. Revisions to Contractor submissions may not be field approved. Any deviation(s) from a previously accepted plan including equipment substitutions will require a formal resubmission of the procedure for review and acceptance prior to performing any work. A Professional Engineer in the State of Kentucky must sign and seal the plans. Up to thirty (30) days will be required to review any subsequent submissions returned not approved.

The Contractor will need to install filter fabric over the CSX ballast line to protect against concrete debris during joint replacement and construction. CSX's construction representative will help the Contractor identify the area needing the fabric protection. The fabric should extend 15' past the work area and cover an estimated width of 20' (10' each side of the centerline of track, including the area between the rails). The fabric can be tacked down to the wooden ties and should be pinned down outside the cross-tie area with landscaping pins or similar. The fabric must be installed to limit the potential for slipping, tripping or falling when CSX personnel are walking through the work area at all times of the day.

The Contractor is to contact CSX Transportation, Inc. before beginning any work around either of the two bridges listed above to obtain their approval for the work proposed on or over their right of way. All submittals/communications to the CSXT Public Projects Group regarding this project should be directed to <u>LShaw@Benesch.com</u> with copy to <u>WBolen@Benesch.com</u>. Always reference <u>CSX OP# KY0406</u>, including the subject line of electronic transmissions.

SPECIAL NOTE

For Tree Removal

Floyd County KY80 Pavement Rehab Item No. 12-2000

ALL TREES FIVE INCHES OR GREATER (DIAMETER AT BREAST HEIGHT) MUST BE CLEARED PRIOR TO MARCH 15, 2019. THIS OPERATION SHALL BE COMPLETED WITHIN 30 CALENDAR DAYS AFTER IT BEGINS.

If there are any questions regarding this note, please contact Division of Environmental Analysis, 200 Mero Street, Frankfort, KY 40601, Phone: (502) 564-7250.

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: Andre Johannes

District: Central Office

Date: August 17, 2018

Conducted By: O'Dail Lawson

Report Prepared By: O'Dail Lawson

Project and Structure Identification

Project Number: Floyd 12-20000

Structure ID: 036B00107N

Structure Location: KY 80 over Right Fork of Beaver Creek

Sample Description: The samples collected were negative for asbestos.

Inspection Date: July 24th, 2018

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



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 #	÷.	# 88146		Address:	Floyd 12-20000 036B00107N
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.	
#f-2	Black	Yes	No				None				100%	
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Methodology : EPA Method 600/R-93-116

Date Analyzed : Analyst :

I: 14-Aug-18 : Winterford Mensah

Reviewed By:

Banature Mennals

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

FLOYD COUNTY NHPP 0805 (027)

	Received at Lab By:	Relinquished By:	Received By:	Relinquished By:	5					F-2	Sample ID	Project or S	PO#:	Phone:	Address:			/
	Lab By:	d By:	Historyes Marcard	d By:					1	Join T Compound (Rubber)	Sample ID Sample Description	Project or Subject Reference FOW 12-20000		FID = Filter Tamperin 502-564-7250 Fax: 502-564-5655 N/A = Not Applicable	ro Stree	O'Dail Lawson <u>o'dail lawson@ky.gov</u> KYTC	«	
i	U	ם	NU	ם						81 251F	Collected Date Th	0		F'D = Filton N/A = Not	ND = None Detected	Client Information Results Code:		L
	Date/Time:	Date/Time:	Date/Time:	Date/Time:			_			13:20	Time	036 B	, holonoo	er Tamperin; Annlinahle	Detected	nation	13	
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Page 1											Preservative				80 OVER Kight touch of Bearer Crele,			2

Contract ID: 181036 Page 149 of 219



hain of Custody Record

200 Mero Street, 5th Floor West Frankfort, Kentucky 40622 (502) 564-7250 fax (502) 564-5655 Kentucky Transportation Cabinet

Pr.	2	
P	Conducted at: 266/9 Technology Drive, Louisville, KY Name – Training Manager	5
	Training was in accordance with 40 CFR Part 763 (AHERA) approved by the Commonwealth of Kentucky, the Indiana Department of Environmental Management, Tennessee Department of Environment & Conservation and the Arkansas Department of Environmental Quality. The above student received requisite training for Asbestos Accreditation under Title II of the Toxic Substance Act (TSCA).	
A	ASBESTOS INSPECTOR REFRESHER	T
P	has on 06-05-2018, attended and successfully completed the requirements and passed the examination with a score of 70% of better on the entitled course.	5
	O'Dail Lawson	
	Certification Number: ETC-AIR-060518-00303	
	ENVIRONMENTAL TRAINING CONCEPTS, INC P.O Box 99603 Louisville, KY 40269 (502)640-2951	Ĩ
S		



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

the second se	Re-Certification	1	RIGHT OF W	TION	
ITEM #		COUNTY	PROJECT	# (STATE)	PROJECT # (FEDERAL)
12-20000.00	Floyd		FD52 037 0080 0	001-009	NHPP 0805 (027)
PROJECT DESCRIPTION		an a			
(Y 80					
🛛 No Additional Rig	ht of Way Requir	red			
Construction will be within	n the limits of the e	xisting right of way	The right of way was a	couired in seen	rdance to FHWA regulations
and the entrephy in the local	VIAN V2313FOLICE 9110	i kedi property Acri	Jisitions Policy Act of 19	rquileu in acco 70 -as amondor	former to FHWA regulations I. No additional right of way or
STORE TO A STREET STORE	= required for this p	roject.		, of as amended	a no additional right of way or
Condition # 1 (Add	ditional Right of V	Way Required and	(Cleared)	The second	
All necessary right of way,	including control o	of access rights whe	applicable have been	acquired includ	ing legal and obvsical
and a second of a second secon	I UI LASES INAV DE DI	enaing in court buit	1909) possession has had	a alabeta at wh	
and the second s	WOY, OUL OIL OCCUDE	inis nave vacateri ri	Plands and improvement	nte and WUTCh	manufacture and the second sec
Deres of Farmerer Partaget		a overnenis ann ont	ar on all land just Come	angentien Last.	
And a survey of the Ad		uecent, sate, and sa	Difacy housing or that V	VTC has made a	een paid or deposited with the wallable to displaced persons
Condition # 2 (Add	itional Piebt of 1	with the provision	s of the current FHWA d	irective.	
The right of way has not h	Pen fully acquired	way kequired wit	n Exception)		
roject has been acquired	Some narcels may	the right to occupy	and to use all rights-of-v	vay required fo	r the proper execution of the
ight of entry has been ob	ained, the occupar	ts of all lands and i	t and on other parcels tu	III legal possess	r the proper execution of the ion has not been obtained, but has physical possession and righ
o remove, salvage, or den	nolish all improvem	ents Just Company	ation has been said as d	ted, and KYTC I	has physical possession and righ the court for most parcels. Just
ompensation for all pend	ing parcels will be r	paid or deposited w	ith the court prior to AW	APD of constru	the court for most parcels. Just
		The set when we set a set of the set			
CONDITION # 3 [AG	autonal Right of V	Way Required wit	h Exception)		
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The acquisition or right of remaining occupants have	occupancy and use had replacement h	of a few remaining	h Exception) parcels are not complete ble to them in accordance	e and/or some	parcels still have occupants. All
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UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County Mile point: 2.500 TO 8.656 ADDRESS PAVEMENT CONDITION OF AC PAVEMENT ITEM NUMBER: 12-20000.00

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. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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.

Utility coordination efforts determined that no significant utility relocation work is required to complete the project. Any work pertaining to these utility facilities is defined in the bid package and is to be carried out as instructed by the Kentucky Transportation Cabinet. The contractor will be responsible for any coordination or adjustments that are discussed or quantified in the proposal.

UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County Mile point: 2.500 TO 8.656 ADDRESS PAVEMENT CONDITION OF AC PAVEMENT ITEM NUMBER: 12-20000.00

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

Not Applicable

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

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

Not Applicable

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

Not Applicable

UTILITIES AND RAIL CERTIFICATION NOTE

Floyd County Mile point: 2.500 TO 8.656 ADDRESS PAVEMENT CONDITION OF AC PAVEMENT ITEM NUMBER: 12-20000.00

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

□ No Rail Involvement ⊠ Rail Involved □ Rail Adjacent

"SEE RAIL NOTES IN PROPOSAL"

AREA FACILITY OWNER CONTACT LIST

Facility Owner	Address	Contact Name	Phone	Email
CSX Transportation, Inc Railroad	4900 Old Osborne Tnpke Richmond VA 23231	Troy Crea	sy 8 0 422677	18Troy_Creasy@CSX.com

SPECIAL NOTE FOR WORK ON CSX TRANSPORTATION, INC. RIGHT OF WAY KY 80 REHABILITATION PROJECT FLOYD COUNTY ITEM NO. 12-20000.00

Some of the work proposed for two bridges on this project will require working on and over the right of way of CSX Transportation, Inc.'s railroad. The work required is shown in this Proposal for the following two bridges:

<u>KYTC/CSX Reference/Identification</u> B1) 036B00105N, KY 80 over CSX DOT# 231 642B, Great Lakes Zone, E&BV Subdivision, Milepost CMO-11.98

B2) 036B00106N, KY 80 over CSX DOT# 231 644P, Great Lakes Zone, E&BV Subdivision, Milepost CMO-9.99

The Contractor will need to provide a Demolition Plan Submittal for removing the expansion joint and the longitudinal joint over the railroad span (30' each side of the track) for B2. The plan is to be submitted to CSXT, or its Representative, in accordance with the CSXT Construction Submission Criteria, last revised July 2017. The CSXT Construction Submission Criteria should be referred to and complied with prior to the preparation of submissions, as it contains specific requirements that could impact the Contractor's material selection and methods or operations for work near the railroad. Revisions to Contractor submissions may not be field approved. Any deviation(s) from a previously accepted plan including equipment substitutions will require a formal resubmission of the procedure for review and acceptance prior to performing any work. A Professional Engineer in the State of Kentucky must sign and seal the plans. Up to thirty (30) days will be required to review any subsequent submissions returned not approved.

The Contractor will need to install filter fabric over the CSX ballast line to protect against concrete debris during joint replacement and construction. CSX's construction representative will help the Contractor identify the area needing the fabric protection. The fabric should extend 15' past the work area and cover an estimated width of 20' (10' each side of the centerline of track, including the area between the rails). The fabric can be tacked down to the wooden ties and should be pinned down outside the cross-tie area with landscaping pins or similar. The fabric must be installed to limit the potential for slipping, tripping or falling when CSX personnel are walking through the work area at all times of the day.

The Contractor is to contact CSX Transportation, Inc. before beginning any work around either of the two bridges listed above to obtain their approval for the work proposed on or over their right of way. All submittals/communications to the CSXT Public Projects Group regarding this project should be directed to <u>LShaw@Benesch.com</u> with copy to <u>WBolen@Benesch.com</u>. Always reference <u>CSX OP# KY0406</u>, including the subject line of electronic transmissions.



CSX TRANSPORTATION, INC.

I. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

- A. The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad operations and property.
- B. The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

II. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:
 - Given the Railroad written notice, with copy to the Engineer who has been designated to be in charge of the work, <u>at least ten (10) days in advance</u> of the date he proposes to begin work on Railroad rights of way. The notice must refer to Railroad Agreement with the State by the date of the Agreement. <u>If flagging service is required, such notice shall be</u> <u>submitted at least thirty (30) days in advance</u> of the date scheduled to commence work. The Railroad's Contact information is on the Summary Sheet.
 - 2. Obtain written authorization from the Railroad to begin work on Railroad rights of way, such authorization to include an outline of specific conditions with which he must comply.
 - 3. Obtain written approval from the Railroad of Railroad Protective Insurance Liability coverage as required by paragraph 14 herein.
 - 4. Furnish a schedule for all work within the Railroad rights of way as required by paragraph 7, B, 1.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

III. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights of way of the Railroad Company. The Contractor shall store materials so as to prevent trespassers from causing damage to trains or Railroad property and shall not use Railroad property without written permission from the Railroad. Whenever work is to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service (watchman) shall be deferred by the Contractor until the flagging protection required by the Railroad is available at the job site.
- B. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect train operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or his representative, such provisions are insufficient, the Railroad Engineer may require or provide such provisions, as he deems necessary at Contractor's cost and expense. In any event, such unusual provisions shall be at the Contractor's expense and without cost and/or time to the Railroad or the State.

IV. TRACK CLEARANCES

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. However, before undertaking any work within Railroad rights of way, or before placing any obstruction over any track, the Contractor shall:
 - 1. Notify the Railroad's representative <u>at least 72 hours in advance</u> of the work.
 - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as necessary.
 - 3. Receive permission from the Railroad's representative to proceed with the work.
 - 4. Ascertain that the State Engineer has received copies of notice to the Railroad and of the Railroad's response thereto, and has approved the contractor's methods.

V. CONSTRUCTION PROCEDURES

A. General:

- 1. Construction work on Railroad property shall be:
 - a) Subject to the inspection and approval of the Railroad.
 - b) In accord with the Railroad's written outline of specific conditions.
 - c) In accord with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment, which the Contractor shall obtain from the Railroad.
 - d) In accord with all Special Notes, Summaries, and Addendums.
- 2. The Railroad requires a submission of construction procedure that meets the requirements of these Special Notes and attachments. The Railroad's <u>submittal review period is thirty (30) days. Resubmissions will be</u> <u>reviewed within (30) days.</u>
- 3. All requirements of the *Construction Submission Criteria* shall be met. Requirements in addition to those in the *Construction Submission* Criteria are listed below in this document:
- B. Excavation:
 - The sub grade of an operated track shall be <u>maintained with edge of</u> <u>berm at least 15'0" from centerline of track and not more than 24</u> <u>inches below top of rail.</u> Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.
 - 2. Additionally, the Railroad Engineer may require installation of orange construction fencing for protection of the work area located on Railroad right of way.
- C. Excavation of Structures:
 - 1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles, or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for shoring, shall first be submitted, with the stamp of an Engineer in the State of Kentucky, and approved by

the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.

2. Additionally, a walkway with handrail protection may be required as noted in Section XI herein.

D. Demolition, Erection, Hoisting

- 1. Railroad tracks and other railroad property must be protected from damage during the procedure. No crane or equipment may be set on the rails or track structure and no material may be dropped on Railroad property.
- 2. Loads shall not be supported while any trains are passing if that piece of equipment has the capacity to **foul a 50' envelope.**
- 3. The Railroad may require the Contractor to install filter fabric over the track and ballast to prevent any concrete dust or other construction debris from fouling the ballast. This will be determined during actual construction activities by the Railroad or its representatives. Fabric should extend at least 25 feet beyond the outside edges of the bridge. Fabric will remain in place until all construction activities are complete.
- 4. Temporary construction clearance: Ensure all falsework, bracing, or forms have a minimum vertical clearance of 23 feet above the top of the highest rail and a minimum horizontal clearance of 12 feet measured perpendicular to the centerline of the nearest track.
- E. Blasting:
 - 1. The Contractor shall obtain advance written approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a) No blasting shall be done without the presence of an authorized representative of the Railroad. <u>At least 10 days advance notice</u> to the person designated in the Railroad's notice of authorization to proceed (see Section II.B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

- 2. The Railroad representative will:
 - a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean-up.
 - b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these Special Notes.

F. Maintenance of Railroad Facilities:

- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) berm or temporary ditches; (3) sediment basin; (4) aggregate checks; and (5) channel lining. The Contractor will promptly repair eroded areas with Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants at the Contractor's expense.
- 2. All maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- G. Storage of Materials and Equipment:
 - 1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad Company without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
 - 2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

- H. Cleanup:
 - 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

VI. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his/her work, employees, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

VII. FLAGGING SERVICES:

- A. When Required:
 - 1. Flagging services will not be provided until the contractor's insurance has been reviewed & approved by the Railroad.
 - 2. Under the terms of the agreement between the Department and the Railroad, the **Railroad has sole authority to determine the need for flagging** required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are likely to be, working on the Railroad's rights of way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. If any element (workers, equipment, tools, scaffolding, etc.) may exist or fall within 50 -feet of the edge of track, a flagman is necessary.
 - 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three-(3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required until the project has been completed.

B. Scheduling and Notification:

- 1. Not later than the time that approval is initially requested to begin work on Railroad rights of way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad rights of way and arrange for a job site meeting between the Contractor, the Department, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
- 2. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad rights of way. If it is necessary for the Railroad to advertise a flagging job for bid, it may take up to 30-days to obtain service. Once begun, when work is suspended at any time for any reason, the Contractor will be required to give the Railroad representative at least 72 hours in advance before resuming work on Railroad rights of way. Such notice shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen is present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and may be unable to be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain flagging services from the Railroad. Due to labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.
- 3. If, after the flagman is assigned to the project site, emergencies arise which require the flagman's presence elsewhere, and then the Contractor shall delay work on Railroad rights of way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Department or Railroad.
- 4. When demobilizing, the Contractor shall contact the flagman to avoid unnecessary flagging charges. This communication shall be documented.

C. Payment:

- 1. The Cabinet will be responsible for paying the Railroad directly for any and all costs of flagging, which may be required to accomplish the construction.
- 2. The estimated cost of flagging is listed on the Summary Sheet. The charge to the Cabinet by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
- 3. Work by a flagman (M/W) in excess of 8 hours per day or 40 hours per week or on rest days, but not more than 16 hours a day will result in overtime pay at 1 ½ times the appropriate rate. Work by a flagman (M/W) in excess of 16 hours per day will result in overtime pay at 2 times the appropriate rate. Flagman (M/W) working in excess of 16 hours must receive a minimum of 5 hours of rest between shifts or their next shift of work is paid at the overtime rate of 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 ½ times the normal rate.

Work by a flagman (T&E) in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at $1\frac{1}{2}$ times the appropriate rate. After a 12 hour work day the flagman (T&E) must be provided with 12 hours of rest. Flagman (T&E) who work six days consecutive days must receive two days off.

Flagman's work day begins and ends at his reporting location.

4. Railroad work involved in preparing and handling bills will also be charged to the Contractor. Charges to the Department by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way.

- D. Verification:
 - 1. The Contractor and Project Engineer will review and sign the Railroad flagman's time sheet, attesting that the flagman was present during the time recorded. Flagman may be removed by Railroad if form is not signed. If flagman is removed, the Contractor will not be allowed to reenter the Railroad rights of way until the issue is resolved. Any complaints concerning flagman or flagmen must be resolved in a timely manner. If need for flagman or flagmen is questioned, please contact the Railroad's Representative listed on the Project Summary Sheet. All verbal complaints must be confirmed in writing by the Contractor within 5 working days with copy to the Highway Engineer. All written correspondence should be addressed to the Railroad's Representative listed on the Project Summary Sheet.
 - 2. The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

VIII. HAUL ACROSS RAILROAD:

- A. Where the plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the State has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to bear all costs incidental, including flagging, to such crossings whether services are performed by his own forces or by Railroad personnel.
- **B.** No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company unless a license agreement or right of entry is granted and executed for its installation, maintenance, necessary watching and flagging thereof and removal, all at the expense of the Contractor. <u>The approval process for an agreement normally takes 90-days.</u>

IX. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines on the Railroad or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the State and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

X. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Train schedules cannot be provided to the Contractor. It is the Contractor's responsibility to contact the Railroad in order to arrange "Track Time." This "Track Time" will be an agreed upon prearranged time period (duration) that the Railroad will, without undue burden, schedule no train traffic to facilitate the Contractor's work on or near Railroad right-of-way. This track time must be arranged during the submission review process.
- C. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of Railroad traffic or for any delays due to compliance with these Special Notes.
- D. The Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- E. The Railroad does not assume any responsibility for work performed by others in connection with the Project. No claims of the Contractor against the Railroad for any inconvenience, delay, or additional cost incurred by the Contractor on account of operations by others shall be filed.

XI. TRAINMAN'S WALKWAYS:

A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 12-10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each day. If there is any excavation near the walkway, a handrail, with <u>12'-0'' minimum clearance from centerline of track</u>, shall be placed.

XII. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHTS OF WAY:

- A. All persons shall wear hard hats and reflective vest. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip on type boots is prohibited. High top (6-inch or more) safety-toe shoes with laces, oil-resistant soles, and a distinct separation between heel and sole are required.
- *B.* No one is allowed within <u>25' of the centerline of the track</u> without specific authorization from the flagman.
- C. All persons working near track when train is passing are to look out for dragging bands, chains and protruding or shifting cargo.
- D. No one is allowed to cross tracks without specific authorization from the flagman.
- E. All work within 25' of track must stop when train is passing.
- *F.* No steel tape or chain will be allowed to cross or touch rails without permission.

XIII. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHTS OF WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within **boom distance plus 15' of centerline of track** without specific permission from Railroad Engineer.
- *B.* No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- *C.* All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while a train is passing (including pile driving).

- *E. Swinging loads must be secured to prevent movement while train is passing.*
- F. No loads will be suspended above a moving train.
- *G.* No equipment will be allowed within <u>50' of centerline of track</u> without specific authorization of the flagman.
- *H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.*
- *I.* No equipment or load movement <u>within 50' or above a standing train or other</u> <u>equipment</u> without specific authorization of the flagman.
- *J.* All operating equipment within <u>50' of track must halt operations when a train is</u> <u>passing</u>. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- *K.* All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- *M.* No equipment or materials will be parked or stored on Railroad's property unless specific permission is granted from the Railroad Engineer.
- *N.* All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- *O.* All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

XIV. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:
 - 1. Commercial General Liability coverage at their sole cost and expense with limits of not less than **\$5,000,000** in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
 - 2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than **\$1,000,000**, which insurance must contain a waiver of subrogation against the Railroad and its affiliates.

- 3. Commercial automobile liability insurance with limits of not less than **\$1,000,000** combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name the Railroad as an additional insured.
- 4. Railroad Protective Liability (RPL) insurance with limits of not less than **\$5,000,000** combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of **\$10,000,000**, which insurance shall satisfy the following additional requirements:
 - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance – Insurance Services Office (ISO) Form CG 00 35.
 - b. The Railroad must be the named insured on the Railroad Protective Insurance Policy
 - c. Name and Address of the Contractor must be shown on the Declarations page.
 - d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.
 - e. Terrorism Risk Insurance Act (TRIA) coverage must be included.
 - f. Authorized endorsements must include:
 - (i). Pollution Exclusion Amendment CG 28 31, unless using form CG 00 35 version 96 and later.
 - g. Authorized endorsements may include:
 - (i). Broad form Nuclear Exclusion IL 00 21
 - (ii). 30-day Advance Notices of Non-renewal or cancellation
 - (iii). Required State Cancellation Endorsement
 - (iv). Quick Reference or Index CL/IL 240
 - h. Authorized endorsements may not include:
 - (i). A Pollution Exclusion Endorsement except CG 28 31
 - (ii). An Endorsement that excludes TRIA coverage
 - (iii). An Endorsement that limits or excludes Professional Liability coverage
 - (iv). A Non-Cumulation of Liability or Pyramiding of Limits Endorsement

- (v). A Known Injury Endorsement
- (vi). A Sole Agent Endorsement
- (vii). A Punitive or Exemplary Damages Exclusion
- (viii). A 'Commong Policy Conditions' Endorsement
- (ix). Policies that contain any type of deductible
- (x). Any endorsement that is not named in Section 4 (f) or (g) above that the Railroad deems unacceptable
- 5. All insurance companies must be A. M. Best rated A- and Class VII or better.
- 6. Such additional or different insurance as the Railroad may require.
- B. Additional Terms:
 - 1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance, and all notices and correspondence regarding the insurance policy to the contact listed on the Project Summary Sheet.
 - 2. The Contractor may not begin work on the Project until it has received the Railroad's written approval or the required insurance.
- C. Insurance policies shall follow the requirements of Subchapter G, Part 646, Subpart A of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments.
- D. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.
- E. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on <u>thirty (30) days written notice</u> to the Department and Railroad Insurance Contacts as listed on the Project Summary Sheet.

XV. FAILURE TO COMPLY:

- A. These Special Notes are supplemental and amendatory to the current version of the Kentucky Department of Highways' Standard Specifications for Road and Bridge Construction and amendments thereof, and where in conflict therewith, these Special Notes shall govern.
- *B.* In the event the Contractor violates or fails to comply with any of the requirements of these Special Notes:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Engineer may withhold any and all monies due the Contractor on pay estimates.
 - 3. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

XVI. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Notes. All such cost shall be included in prices bid for other items of the work as specified in the payment items.



Kentucky Transportation Cabinet Division of Right of Way & Utilities

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SUMMARY FOR KYTC PROJECTS THAT INVOLVE A RAILROAD

Date: <u>8/28/2018</u> (enter using M/d/yyyy format)

This project actively involves the below listed railroad company. This Project Summary provides an abbreviated listing of project specific railroad data. The detailed needs of the specified railroad company are included in the Special Notes for Protection of Railroad Interest in the proposal package. By submitting a bid, the contractor attests that they have dutifully considered and accepted the provisions as defined in both documents.

GENERAL ROAD PROJECT INFORMATION (*This section must be provided by KYTC*)

County:	<u>Floyd</u>	
Federal Number:	<u>NHPP 0805 (027)</u>	
State Number:	<u>FD04 121 86591 01D; FD52 036</u>	
Route:	<u>KY 80</u>	
Project Description:	Address Pavement Condition of AC Pavent	vement on KY 80
Item Number:	<u>12-20000.00</u>	Highway Milepost:

GENERAL RAIL INFORMATION (The below sections must be provided by Railroad Company)

Rail Company Name:	CSX Transportation, Inc.						
AAR-DOT# (if applicable):	231642B, 231644P Railroad Milepost:CMO-11.98, CMO-9.99						
Train Count (6am to 6pm): <u>1</u>	Train Count (6pm to 6am): $\underline{0}$ Train Count (24 hr total): $\underline{1}$						
Maximum Train Speed: <u>25</u> mph							

(This information is necessary to acquire the necessary insurances when working with Railroad Right of Way)

INSURANCE REQUIREMENTS

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

- (a) Named Insured: <u>CSX Transportation, Inc.</u>
- (b) The project description should be as indicated in the General Road Project Information section.
- (c) The designation of the jobsite is the route, Milepost, and AAR-DOT# listed above.

FLAGGING INFORMATION

Flagging Estimate:

<u>KYTC will be responsible for paying all flagging costs</u>. Contractor shall adhere to the Special Note for <u>Railroad Flagging if applicable</u>.

Hourly Rate:

 $\frac{1342.00}{1342.00}$ per day based on a <u>8</u> hour day effective as of the date of this document.

Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in <u>overtime pay at 1 ½</u> <u>times the appropriate rate.</u> Work by a flagman in excess of 12 hours per day will result in <u>overtime pay at 2 times the appropriate rate.</u> If work is performed on a <u>holiday, the flagging rate is 2 ½ times the normal rate.</u>

Forecasted Rate Increases:

Rates will increase to $\frac{0}{0.00}$ per hour based on a <u>0</u> hour day effective _____ (enter using M/d/yyyy format).

RAILROAD CONTACTS

(to be provided by Railroad Company)

General Railroad Contact:

<u>Troy Creasy</u> <u>CSX Transportation, Inc.</u> <u>Public Projects Group</u> <u>1610 Forest Ave., Suite 120</u> <u>Richmond, VA 23229</u> (Phone) <u>804-226-7718</u> (Email) <u>Troy_Creasy@csx.com</u>

Regional Representative (Roadmaster):

John Smith CSX Transportation, Inc. Roadmaster 100 Whicker Lane Richmond, KY 40475 (Phone) 606-682-0602 (Email) John C Smith@csx.com

Insurance contact:

CSX Corporation Insurance Department

(Phone) _____ (Email) insurancedocuments@csx.com

Railroad Designer Contact:

Contractor or In-House Employee? Consultant

Larry Shaw <u>Benesch</u> 201 N. Illinois St. 16th Floor South Tower Indinapolis, IN 46204 (Phone) <u>317-610-3241</u> (Email) LShaw@Benesch.com

Railroad Construction Contact:

Contractor or In-House Employee? <u>Consultant</u> <u>Wayne Bolen</u> <u>Benesch</u> <u>201 E Fifth Street</u> <u>Suite 1900</u> <u>Cincinnati, OH 45202</u> (Phone) <u>859-250-5483</u> (Email) <u>WBolen@Benesch.com</u>

KENTUCKY TRANSPORTATION CABINET CONTACTS

(to be provided by KYTC)

KYTC Railroad Coordinator:

Allen Rust, PE Div. of Right of Way & Utilities Kentucky Transportation Cabinet 200 Mero Street, 5th Floor East Frankfort, Kentucky 40622 (Phone) 502-782-4950 (Email) allen.rust@ky.gov

KYTC Construction Procurement Director:

Rachel Mills, Director Div. of Construction Procurement Kentucky Transportation Cabinet 200 Mero Street, 3rd Floor West Frankfort, Kentucky 40622 (Phone) 502-782-5152 (Email) <u>Rachel.Mills@ky.gov</u>

KYTC Construction Director:

Ryan Griffith, Director Div. of Construction Procurement Kentucky Transportation Cabinet 200 Mero Street, 3rd Floor West Frankfort, Kentucky 40622 (Phone) 502-782-5127 (Email) ryan.griffith@ky.gov



The project specific information provided herein is valid as of the date indicated. However, the specific information may be subject to change due to the normal business operations of all parties. The terms and conditions defined here, and in the bid proposal in its entirety, are inclusive and constant.

CSX TRANSPORTATION

CONSTRUCTION SUBMISSION CRITERIA

CSXT Design and Construction Public Projects Group Jacksonville, FL Date Issued: November 1, 2013

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INTRODUCTION

The intent of this document is to guide outside agencies and their Contractors when performing work on, over, or with potential to impact CSXT property (ROW). Work plans shall be submitted for review to the designated CSXT Engineering Representative for all work which presents the potential to affect CSXT property or operations; this document shall serve as a guide in preparing these work plans. All work shall be performed in a manner that does not adversely impact CSXT operations or safety; as such, the requirements of this document shall be strictly adhered to, in addition to all other applicable standards associated with the construction. Applicable standards include, but are not limited to, CSXT Standards and Special Provisions, CSXT Insurance Requirements. It shall be noted that this document and all other CSXT standards are subject to change without notice, and future revisions will be made available at the CSXT website: www.csx.com.

I. **DEFINITIONS**

- 1. Agency The project sponsor (i.e. State DOT, Local Agencies, Private Developer, etc.)
- 2. **AREMA** American Railway Engineering and Maintenance-of-Way Association the North American railroad industry standards group. The use of this term shall be in specific reference to the AREMA Manual for Railway Engineering.
- 3. **Construction Submission** The Agency or its representative shall submit six (6) sets of plans, supporting calculations, and detailed means and methods procedures for the specific proposed activity. All plans, specifications, and supporting calculations shall be signed/sealed by a Professional Engineer as defined below.
- 4. **Controlled Demolition** Removal of an existing structure or subcomponents in a manner that positively prevents any debris or material from falling, impacting, or otherwise affecting CSXT employees, equipment or property. Provisions shall be made to ensure that there is no impairment of railroad operations or CSXT's ability to access its property at all times.
- 5. Contractor The Agency's representative retained to perform the project work.
- 6. **Engineer** CSXT Engineering Representative or a GEC authorized to act on the behalf of CSXT.
- 7. **Flagman** A qualified CSXT employee with the sole responsibility to direct or restrict movement of trains, at or through a specific location, to provide protection for workers.
- 8. **GEC** General Engineering Consultant who has been authorized to act on the behalf of CSXT.
- 9. **Horizontal Clearance** Distance measured perpendicularly from centerline of any track to the nearest obstruction at any elevation between TOR and the maximum vertical clearance of the track.
- 10. **Professional Engineer** An engineer who is licensed in State or Commonwealth in which the project is to occur. All plans, specifications, and supporting calculations shall be prepared by the Licensed Professional Engineer and shall bear his/her seal and signature.
- 11. **Potential to Foul** Work having the possibility of impacting CSXT property or operations; defined as one or more of the following:
 - a. Any activity where access onto CSXT property is required.
 - b. Any activity where work is being performed on CSXT ROW.
 - c. Any excavation work adjacent to CSXT tracks or facilities, within the Theoretical Railroad Live Load Influence Zone, or where the active earth pressure zone extends within the CSXT property limits.

- d. The use of any equipment where, if tipped and laid flat in any direction (360 degrees) about its center pin, can encroach within twenty five feet (25'-0") of the nearest track centerline. This is based upon the proposed location of the equipment during use, and may be a function of the equipment boom length. Note that hoisting equipment with the potential to foul must satisfy the 150% factor of safety requirement for lifting capacities.
- e. Any work where the scatter of debris, or other materials has the potential to encroach within twenty five feet (25'-0") of the nearest track centerline.
- f. Any work where significant vibration forces may be induced upon the track structure or existing structures located under, over, or adjacent to the track structure.
- g. Any other work which poses the potential to disrupt rail operations, threaten the safety of railroad employees, or otherwise negatively impact railroad property, as determined by CSXT.
- 12. **ROW** Right of Way; Refers to CSXT Right-of-Way as well as all CSXT property and facilities. This includes all aerial space within the property limits, and any underground facilities.
- 13. **Submission Review Period -** a minimum of thirty (30) days in advance of start of work. Up to thirty (30) days will be required for the initial review response. Up to an additional thirty (30) days may be required to review any/all subsequent submissions or resubmission.
- 14. **Theoretical Railroad Live Load Influence Zone** A 1½ horizontal to 1 vertical theoretical slope line starting 18 inches (1'-6") below top of the elevation and twelve feet (12'-0") from the centerline of the nearest track.
- 15. **TOR** Top of Rail. This is the base point for clearance measurements. It refers to the crown (top) of the steel rail; the point where train wheels bear on the steel rails.
- 16. **Track Structure** All load bearing elements which support the train. This includes, but is not limited to, the rail, ties, appurtenances, ballast, sub-ballast, embankment, retaining walls, and bridge structures.
- 17. Vertical Clearance Distance measured from TOR to the lowest obstruction within six feet (6'-0") of the track centerline, in either direction.

II. GENERAL SUBMISSION REQUIREMENTS

- A. A construction work plan is required to be submitted by the Agency or its Contractor, for review and acceptance, prior to accessing or performing any work with Potential to Foul.
- B. The Agency or its representative shall submit six (6) sets of plans, specifications, supporting calculations, and detailed means and methods procedures for the specific proposed work activity.
- C. Construction submissions shall include all information relevant to the work activity, and shall clearly and concisely explain the nature of the work, how it is being performed, and what measures are being taken to ensure that railroad property and operations are continuously maintained.
- D. All construction plans shall include a map of the work site, depicting the CSXT tracks, the CSXT right of way, proposed means of access, proposed locations for equipment and material staging (dimensioned from nearest track centerline), as well as all other relevant project information. An elevation drawing may also be necessary in order to depict clearances or other components of the work.
- E. Please note that CSXT will not provide pricing to individual contractors involved in bidding projects. Bidding contractors shall request information from the agency and not CSXT.
- F. The Contractor shall install a geotextile fabric ballast protection system to prevent construction or demolition debris and fines from fouling ballast. The geotextile ballast protection system shall be installed and maintained by the Contractor to the satisfaction of the Engineer.
- G. The Engineer shall be kept aware of the construction schedule. The Contractor shall provide timely communication to the Engineer when scheduling the work such that the Engineer may be present during the work. The Contractor's schedule shall not dictate the work plan review schedule, and flagging shall not be scheduled prior to receipt of an accepted work plan.
- H. At any time during construction activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.
- I. Blasting will not be permitted to demolish a structure over or within CSXT's right-of-way. When blasting off of CSXT property but with Potential to Foul, vibration monitoring, track settlement surveying, and/or other protective measures may be required as determined by the Engineer.
- J. Blasting is not permitted adjacent to CSXT right-of-way without written approval from the Chief Engineer, CSXT.
- K. Mechanical and chemical means of rock removal must be explored before blasting is considered. If written permission for the use of explosives is granted, the Agency or Contractor must submit a work plan satisfying the following requirements:
 - 1. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Agency or Contractor.
 - 2. Electronic detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
 - 3. No blasting shall be done without the presence of an authorized representative of CSXT. Advance notice to the Engineer is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
 - 4. Agency or Contractor must have at the project site adequate equipment, labor and materials, and allow sufficient time, to clean up debris resulting from the blasting and correct any misalignment of tracks or other damage to CSXT property resulting from the blasting. Any corrective measures required must be performed as directed by the Engineer at the Agency's or Contractor's expense without any delay to trains. If Agency's or Contractor's actions result in the delay of any trains including passenger trains, the Agency or Contractor shall bear the entire cost thereof.

- 5. The Agency or Contractor may not store explosives on CSXT property.
- 6. At any time during blasting activities, the Engineer may require revisions to the previously approved procedures to address weather, site conditions or other circumstances that may create a potential hazard to rail operations or CSXT facilities. Such revisions may require immediate interruption or termination of ongoing activities until such time the issue is resolved to the Engineer's satisfaction. CSXT and its GEC shall not be responsible for any additional costs or time claims associated with such revisions.

III. HOISTING OPERATIONS

- A. All proposed hoisting operations with Potential to Foul shall be submitted in accordance with the following:
 - 1. A plan view drawing shall depict the work site, the CSXT track(s), the proposed location(s) of the lifting equipment, as well as the proposed locations for picking, any intermediate staging, and setting the load(s). All locations shall be dimensioned from centerline of the nearest track. Crane locations shall also be dimensioned from a stationary point at the work site for field confirmation.
 - 2. Computations showing the anticipated weight of all picks. Computations shall be made based upon the field-verified plans of the existing structure. Pick weights shall account for the weight of concrete rubble or other materials attached to the component being removed; this includes the weight of subsequent rigging devices/components. Rigging components shall be sized for the subsequent pick weight.
 - 3. All lifting equipment, rigging devices, and other load bearing elements shall have a rated (safe lifting) capacity that is greater than or equal to 150% of the load it is carrying, as a factor of safety. Supporting calculations shall be furnished to verify the minimum capacity requirement is maintained for the duration of the hoisting operation.
 - 4. Dynamic hoisting operations are prohibited when carrying a load with the Potential to Foul. Cranes or other lifting equipment shall remain stationary during lifting. (i.e. no moving picks).
 - 5. For lifting equipment, the manufacturer's capacity charts, including crane, counterweight, maximum boom angle, and boom nomenclature is to be submitted.
 - 6. A schematic rigging diagram must be provided to clearly call out each rigging component from crane hook to the material being hoisted. Copies of catalog or information sheets shall be provided to verify rigging weights and capacities.
 - 7. For built-up rigging devices, the contractor shall submit the following:
 - i. Details of the device, calling out material types, sizes, connections and other properties.
 - ii. Load test certification documents and/or design computations bearing the seal and signature of a Professional Engineer. Load test shall be performed in the configuration of its intended use as part of the subject demolition procedure.
 - iii. Copies of the latest inspection reports of the rigging device. The device shall be inspected within one (1) calendar year of the proposed date for use.
 - 8. A detail shall be provided showing the crane outrigger setup, including dimensions from adjacent slopes or facilities. The detail shall indicate requirements for bearing surface preparation, including material requirements and compaction efforts. As a minimum, outriggers and/or tracks shall bear on mats, positioned on level material with adequate bearing capacity.
 - 9. A complete written narrative that describes the sequence of events, indicating the order of lifts and any repositioning or re-hitching of the crane(s).

IV. DEMOLITION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for a controlled demolition of any structure on, over, or adjacent to the ROW. The controlled demolition procedure must be approved by the Engineer prior to beginning work on the project.
- B. Existing Condition of structure being demolished:
 - 1. The Contractor shall submit as-built plans for the structure(s) being demolished.
 - 2. If as-built plans are unavailable, the Contractor shall perform an investigation of the structure, including any foundations, substructures, etc. The field measurements are to be made under the supervision of the Professional Engineer submitting the demolition procedure. Findings shall be submitted as part of the demolition means and methods submittal for review by the Engineer.
 - 3. Any proposed method for temporary stabilization of the structure during the demolition shall be based on the existing plans or investigative findings, and submitted as part of the demolition means and methods for review by the Engineer.
- C. Demolition work plans shall include a schematic plan depicting the proposed locations of the following, at various stages of the demolition:
 - 1. All cranes and equipment, calling out the operating radii.
 - 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
 - 3. Proposed locations for stockpiling material or locations for truck loading.
 - 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
 - 5. Note that no crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- D. Demolition submittal shall also include the following information:
 - 1. All hoisting details, as dictated by Section III of this document.
 - 2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e., torch/saw cutting various portions of the superstructure or substructure, dismantling splices, installing temporary bracing, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
 - 3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.
 - 4. Design and supporting calculations shall be prepared, signed, and sealed by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its contractor.
- E. Girders or girder systems shall be stable at all times during demolition. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).

- F. Existing, obsolete, bridge piers shall be removed to a minimum of three feet (3'-0") below the finished grade, final ditch line invert, or as directed by the Engineer.
- G. A minimum quantity of twenty five (25) tons of CSXT approved granite track ballast may be required to be furnished and stockpiled on site by the Contractor, or as directed by the Engineer.
- H. The use of acetylene gas is prohibited for use on or over CSXT property. Torch cutting shall be performed utilizing other materials such as propane.
- I. CSXT's tracks, signals, structures, and other facilities shall be protected from damage during demolition of existing structure or replacement of deck slab.
- J. Demolition Debris Shield
 - 1. On-track or ground-level debris shields (such as crane mats) are prohibited for use by CSXT.
 - 2. Demolition Debris Shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the structure. The demolition debris shield shall be erected from the underside of the bridge over the track area to catch all falling debris. The debris shield shall not be the primary means of debris containment.
 - i. The demolition debris shield design and supporting calculations, all signed/sealed by a Professional Engineer, shall be submitted for review and acceptance.
 - ii. The demolition debris shield shall have a minimum design load of 50 pounds per square foot (50 psf) plus the weight of the equipment, debris, personnel, and all other loads.
 - iii. The Contractor shall verify the maximum particle size and quantity of the demolition debris generated during the procedure does not exceed the shield design loads. Shield design shall account for loads induced by particle impact; however the demolition procedure shall be such that impact forces are minimized. The debris shield shall not be the primary means of debris containment.
 - iv. The Contractor shall include installation/removal means and methods for the demolition debris shield as part of the proposed Controlled Demolition procedure submission.
 - v. The demolition debris shield shall provide twenty three feet (23'-0") minimum vertical clearance, or maintain the existing vertical clearance if the existing clearance is less than twenty three feet (23'-0").
 - vi. Horizontal clearance to the centerline of the track should not be reduced unless approved by the Engineer.
 - vii. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Engineer.
- K. Vertical Demolition Debris Shield
 - 1. This type of shield may be required for substructure removals in close proximity to CSXT track and other facilities, as determined by the Engineer.
 - 2. The Agency or its Contractor shall submit detailed plans with detailed calculations, prepared, signed, and sealed by a Professional Engineer, of the protection shield.

V. ERECTION PROCEDURE

- A. The Agency or its Contractor shall submit a detailed procedure for erection of a structure with Potential to Foul. The erection procedure must be approved by the Engineer prior to beginning work on the project.
- B. Erection work plans shall include a schematic plan depicting the following, at all stages of the construction:
 - 1. All proposed locations of all cranes and equipment, calling out the operating radii.
 - 2. All proposed access and staging locations with all dimensions referenced from the center line of the nearest track.
 - 3. All proposed locations for stockpiling material or locations for truck loading.
 - 4. The location, with relevant dimensions, of all tracks, other railroad facilities; wires, poles, adjacent structures, or buried utilities that could be affected, showing that the proposed lifts are clear of these obstructions.
- C. No crane or equipment may be set on the CSXT rails or track structure and no material may be dropped on CSXT property.
- D. For erection of a structure over the tracks, the following information shall be submitted for review and acceptance by the Engineer, at least thirty (30) days prior to erection:
 - 1. As-built beam seat elevations field surveyed upon completion of pier/abutment construction.
 - 2. Current Top of Rail (TOR) elevations field measured at the time of as-built elevation collection.
 - 3. Computations verifying the anticipated minimum vertical clearance in the final condition which accounts for all deflection and camber, based upon the current TOR and as-built beam seat elevations. The anticipated minimum vertical clearance shall be greater than or equal to that which is indicated by the approved plans. Vertical clearance (see definitions) is measured from TOR to the lowest point on the overhead structure at any point within six feet (6'-0") from centerline of the track. Calculations shall be signed and sealed by a Professional Engineer.
- E. Girders or girder systems shall be stable at all times during erection. No crane may unhook prior to stabilizing the beam or girder.
 - 1. Lateral wind forces for the temporary conditions shall be considered in accordance with AREMA, Chapter 8, Section 28.6.2. The minimum lateral wind pressure shall be fifteen pounds per square foot (15 psf).
 - 2. Temporary bracing shall be provided at the piers, abutments, or other locations to resist overturning and/or buckling of the member(s). The agency shall submit a design and details of the proposed temporary bracing system, for review by the Engineer.
 - 3. Temporary bracing shall not be removed until sufficient lateral bracing or diaphragm members have been installed to establish a stable condition. Supporting calculations, furnished by the Professional Engineer, shall confirm the stable condition.
- F. Erection procedure submissions shall also include the following information:
 - 1. All hoisting details, as dictated by Section III of this document.
 - 2. A time schedule for each of the various stages must be shown as well as a schedule for the entire lifting procedure. The proposed time frames for all critical subtasks (i.e. performing aerial splices, installing temporary bracing, installation of diaphragm members, etc.) shall be furnished so that the potential impact(s) to CSXT operations may be assessed and eliminated or minimized.
 - 3. The names and experience of the key Contractor personnel involved in the operation shall be included in the Contractor's means and methods submission.

- 4. A guardrail will be required to be installed in a track in the proximity of temporary bents or shoring towers, when located within twelve feet (12'-0") from the centerline of the track. The guardrail will be installed by CSXT forces, at the expense of the Agency or its Contractor.
- 5. Design and supporting calculations prepared by the Professional Engineer for items including the temporary support of components or intermediate stages shall be submitted for review.

VI. TEMPORARY EXCAVATION AND SHORING

- A. The Agency or its Contractor shall submit a detailed design and procedure for the installation of a sheeting/shoring system adjacent to the tracks. Shoring protection shall be provided when excavating with Potential to Foul, or as otherwise determined by CSXT. Shoring shall be provided in accordance with the AREMA, except as noted below.
- B. Shoring may not be required if all of the following conditions are satisfied:
 - 1. The excavation does not encroach within the Theoretical Live Load Influence Zone. Please refer to Figure 1.
 - 2. The track structure is situated on level ground, or in a cut section, and on stable soil.
 - 3. The excavation does not adversely impact the stability of a CSXT facility (i.e. signal bungalow, drainage facility, under grade bridge, building, etc), or the stability of any structure on, over, or adjacent to CSXT property with potential to foul.
 - 4. Shoring is not required by any governing federal, state, local or other construction code.
- C. Shoring is required when excavating the toe of an embankment. Excavation of any embankment which supports an active CSXT track structure without shoring will not be permitted.
- D. Trench boxes are not an acceptable means of shoring. Trench boxes are prohibited for use on CSXT property or within the Theoretical Railroad Live Load Influence Zone.
- E. Shoring shall be a cofferdam-type, which completely encloses the excavation. However, where justified by site or work conditions, partial cofferdams with open sides away from the track may be permissible, as determined by the Engineer.
- F. Cofferdams shall be constructed using interlocking steel sheet piles, or when approved by the Engineer, steel soldier piles with timber lagging. Wales and struts shall be included when dictated by the design.
- G. The use of tiebacks can be permissible for temporary shoring systems, when conditions warrant. Tiebacks shall have a minimum clear cover of 6'-0", measured from the bottom of the rail. Upon completion of the work, tiebacks shall be grouted, cut off, and remain in place.
- H. All shoring systems on, or adjacent to CSXT right-of-way, shall be equipped with railings or other fall protection, compliant with the governing federal, state or local requirements. Area around pits shall be graded to eliminate all potential tripping hazards.
- I. Interlocking steel sheet piles shall be used for shoring systems qualifying one or more of the following conditions:
 - 1. Within 18'-0" of the nearest track centerline
 - 2. Within the live load influence zone
 - 3. Within slopes supporting the track structure
 - 4. As otherwise deemed necessary by the Engineer.
- J. Sheet piles qualifying for one or more of the requirements listed in Section VI.I (above) of this document shall not be removed. Sheet piles shall be left in place and cut off a minimum of 3'-0" below the finished grade, the ditch line invert, or as otherwise directed by the Engineer. The ground shall be backfilled and compacted immediately after sheet pile is cut off.

- K. The following design considerations shall be considered when preparing the shoring design package:
 - 1. Shoring shall be designed to resist a vertical live load surcharge of 1,880 lbs. per square foot, in addition to active earth pressure. The surcharge shall be assumed to act on a continuous strip, eight feet six inches (8'-6") wide. Lateral pressures due to surcharge shall be computed using the strip load formula shown in AREMA *Manual for Railway Engineering*, Chapter 8, Part 20.
 - 2. Allowable stresses in materials shall be in accordance with AREMA Chapter 7, 8, and 15.3.
 - 3. A minimum horizontal clearance of ten feet (10'-0") from centerline of the track to face of nearest point of shoring shall be maintained, provided a twelve feet (12'-0") roadbed is maintained with a temporary walkway and handrail system.
 - 4. For temporary shoring systems with Potential to Foul, piles shall be plumb under full dead load. Maximum deflection at the top of wall, under full live load, shall be as follows:
 - i. ¹/₂ inch for walls within twelve feet (12'-0") of track centerline (Measured from centerline of the nearest track to the nearest point of the supporting structure).
 - ii. 1 inch for walls located greater than twelve feet (12'-0") from track centerline
- L. Shoring work plans shall be submitted in accordance with Section II of this document, as well as the following additional requirements:
 - 1. The work plan shall include detailed drawings of the shoring systems calling out the sizes of all structural members, details of all connections. Both plan and elevation drawings shall be provided, calling out dimensions from the face of shoring relative to the nearest track centerline. The elevation drawing shall also show the height of shoring, and track elevation in relation to bottom of excavation.
 - 2. Full design calculations for the shoring system shall be furnished.
 - 3. A procedure for cutting off the sheet pile, backfilling and restoring the embankment.

VII. TRACK MONITORING

- A. When work being performed has the potential to disrupt the track structure, a work plan must be submitted detailing a track monitoring program which will serve to monitor and detect both horizontal and vertical movement of the CSXT track and roadbed.
- B. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. CSXT reserves to the right to modify the survey locations and monitoring frequency as necessary during the project.
- C. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Engineer for analysis.
- D. If any movement has occurred as determined by the Engineer, CSXT will be immediately notified. CSXT, at its sole discretion, shall have the right to immediately require all contractor operations to be ceased, have the excavated area immediately backfilled and/or determine what corrective action is required. Any corrective action required by CSXT or performed by CSXT including the monitoring of corrective action of the contractor will be at project expense.

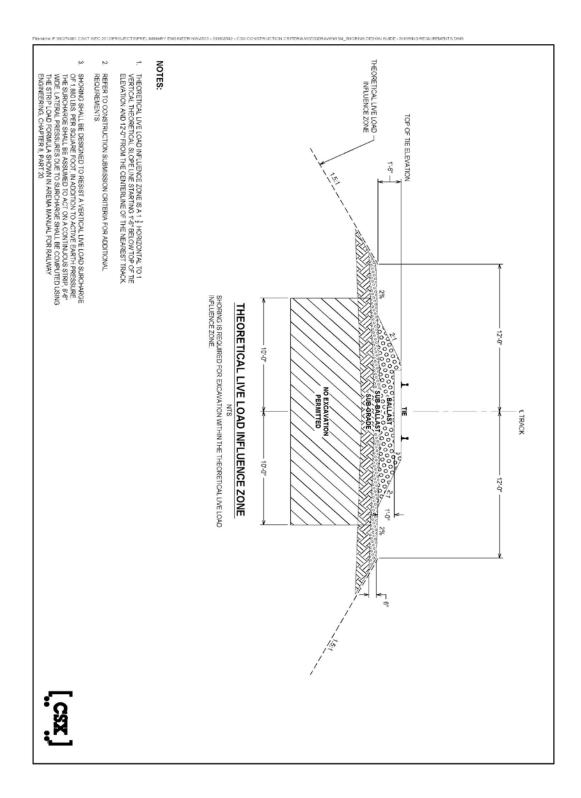


Figure 1: Theoretical Live Load Influence Zone

FLOYD COUNTY NHPP 0805 (027)

Martin, Floyd Co., KY KYTC Project No. FD04 121 86591 01D; FD52 036 CSXT Milepost: CMO-11.98, CMO-9.99 CSXT OP No.: KY0406

EXHIBIT D

CONTRACTOR'S ACCEPTANCE

To and for the benefit of the *Company*, ("*Company*") and to induce the *Company* to permit Contractor on or about *Company's* property for the purposes of performing work in accordance with the Agreement dated ______, 20___, between the Commonwealth of Kentucky Transportation Cabinet, Department of Highways and the *Company*, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, particularly Exhibits B and C as included herein.

Contractor:	
By:	
Name:	
Title:	
Date:	

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

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:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

General Decision Number: KY180187 01/05/2018 KY187

Superseded General Decision Number: KY20170187

State: Kentucky

Construction Type: Highway

Counties: Adair, Barren, Bell, Breathitt, Casey, Clay, Clinton, Cumberland, Estill, Floyd, Garrard, Green, Harlan, Hart, Jackson, Johnson, Knott, Knox, Laurel, Lawrence, Lee, Leslie, Letcher, Lincoln, Magoffin, Martin, McCreary, Menifee, Metcalfe, Monroe, Morgan, Owsley, Perry, Pike, Powell, Pulaski, Rockcastle, Russell, Taylor, Wayne, Whitley and Wolfe Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS

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	

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER	\$ 24.65	12.94
BRICKLAYER Bricklayer Stone Mason		8.50 8.50
CARPENTER Carpenter Piledriver		14.50 14.50
CEMENT MASON	\$ 21.25	8.50
ELECTRICIAN Electrician	\$ 29.36	10.55

Equipment Operator.....\$ 26.90 10.31 Groundsman.....\$ 17.79 8.51 Lineman.....\$ 30.09 10.94 When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet. IRONWORKER....\$ 27.56 20.57 LABORER Group 1.....\$ 21.80 12.36 Group 2....\$ 22.05 12.36 Group 3.....\$ 22.10 12.36 Group 4.....\$ 22.70 12.36 GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste -Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer), Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders, Burner and Welder, Bushammers, Chain Saw Operator, Concrete Saw Operators, Deckhand Scow Man, Dry Cement Handlers, Environmental Laborers - Nuclear, Radiation, Toxic and Hazardous Waste - Level C, Forklift Operators for Masonry, Form Setters, Green Concrete Cutting, Hand Operated Grouter and Grinder Machine Operator, Jack Hammers, Lead Paint Abatement, Pavement Breakers, Paving Joint Machine, Pipe Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walkbehind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers

GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters

GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester if Laborer is Utilized

PAINTER All Excluding Bridges\$ Bridges\$		9.57 10.07
PLUMBER\$	22.52	7.80
POWER EQUIPMENT OPERATOR: Group 1\$ Group 2\$ Group 3\$ Group 4\$	29.95 27.26	14.40 14.40 14.40 14.40

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill

GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

SHEET METAL WORKER.....\$ 20.40 7.80 TRUCK DRIVER Driver (3 Tons and Over), Driver (Truck Mounted Rotary Drill).....\$ 23.74 14.50 Driver (3 Tons and Under), Tire Changer and Truck Mechanic Tender.....\$ 23.53 14.50 Driver (Semi-Trailer or Pole Trailer), Driver

(Dump Truck, Tandem Axle), Driver of Distributor\$	22 40	14.50
Driver on Mixer Trucks	23.40	14.30
(All Types)\$	23.45	14.50
Driver on Pavement Breakers.\$ Driver, Euclid and Other Heavy Earth Moving	23.55	14.50
Equipment and Low Boy\$ Driver, Winch Truck and A- Frame when used in	24.31	14.50
Transporting Materials\$ Greaser on Greasing	23.30	14.50
Facilities\$	24.40	14.50
Truck Mechanic\$ Truck Tender and	23.50	14.50
Warehouseman\$	23.20	14.50

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
2.5%	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 Floyd 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

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PROPOSAL BID ITEMS

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Section: 0001 - PAVING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001	DGA BASE	3,196.00	TON		\$	
0020	00078	CRUSHED AGGREGATE SIZE NO 2	133.00	TON		\$	
0030	00100	ASPHALT SEAL AGGREGATE	549.00	TON		\$	
0040	00103	ASPHALT SEAL COAT	66.00	TON		\$	
0050	00194	LEVELING & WEDGING PG76-22	1,700.00	TON		\$	
0060	00214	CL3 ASPH BASE 1.00D PG64-22	447.00	TON		\$	
0070	00301	CL2 ASPH SURF 0.38D PG64-22	6,303.00	TON		\$	
0800	00387	CL3 ASPH SURF 0.38B PG76-22	16,317.00	TON		\$	
0090	01000	PERFORATED PIPE-4 IN	240.00	LF		\$	
0100	01028	PERF PIPE HEADWALL TY 3-4 IN	10.00	EACH		\$	
0110	02599	FABRIC-GEOTEXTILE TYPE IV	178.00	SQYD		\$	
0120	02676	MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0130	02677	ASPHALT PAVE MILLING & TEXTURING	23,059.00	TON		\$	
0140	02696	SHOULDER RUMBLE STRIPS	60,927.00	LF		\$	
0150	03383	PVC PIPE-4 IN	150.00	LF		\$	
0160	20071EC	JOINT ADHESIVE	193,383.00	LF		\$	
0170	22861EN	HIGH STRENGTH GEOTEXTILE FABRIC TY V	178.00	SQYD		\$	
0180	24781EC	INTELLIGENT COMPACTION FOR ASPHALT	23,067.00	TON		\$	
0190	24878EC	ASPHALT EMULSION FOR FOG SEAL	5.00	TON		\$	
0200	24891EC	PAVE MOUNT INFRARED TEMP EQUIPMENT	2,467,673.00	SF		\$	
0210	24970EC	ASPHALT MATERIAL FOR TACK NON- TRACKING	69.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0220	01890	ISLAND HEADER CURB TYPE 1	947.00	LF		\$	
0230	01982	DELINEATOR FOR GUARDRAIL MONO DIRECTIONAL WHITE	494.00	EACH		\$	
0240	01984	DELINEATOR FOR BARRIER - WHITE	80.00	EACH		\$	
0250	02014	BARRICADE-TYPE III	10.00	EACH		\$	
0260	02351	GUARDRAIL-STEEL W BEAM-S FACE	30,887.50	LF		\$	
0270	02360	GUARDRAIL TERMINAL SECTION NO 1	25.00	EACH		\$	
0280	02363	GUARDRAIL CONNECTOR TO BRIDGE END TY A	18.00	EACH		\$	
0290	02367	GUARDRAIL END TREATMENT TYPE 1	18.00	EACH		\$	
0300	02369	GUARDRAIL END TREATMENT TYPE 2A	21.00	EACH		\$	
0310	02381	REMOVE GUARDRAIL	30,721.00	LF		\$	
0320	02562	TEMPORARY SIGNS	1,000.00	SQFT		\$	
0330	02575	DITCHING AND SHOULDERING	32,231.00	LF		\$	
0340	02650	MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0350	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0360	02726	STAKING	1.00	LS		\$	
0370	02775	ARROW PANEL	2.00	EACH		\$	
0380	05950	EROSION CONTROL BLANKET	15,000.00	SQYD		\$	
0390	05985	SEEDING AND PROTECTION	10,000.00	SQYD		\$	
0400	06412	STEEL POST MILE MARKERS	1.00	EACH		\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	P A	AMOUNT
0410	06510		PAVE STRIPING-TEMP PAINT-4 IN	161,204.00	LF	\$	5	
0420	06514		PAVE STRIPING-PERM PAINT-4 IN	161,204.00	LF	5	5	
0430	06540		PAVE STRIPING-THERMO-4 IN W	1,294.00	LF	\$	5	
0440	06546		PAVE STRIPING-THERMO-12 IN W	389.00	LF	5	5	
0450	06568		PAVE MARKING-THERMO STOP BAR-24IN	235.00	LF	\$	5	
0460	06574		PAVE MARKING-THERMO CURV ARROW	72.00	EACH	\$;	
0470	10020NS		FUEL ADJUSTMENT	20,553.00	DOLL	\$1.00	5\$	20,553.00
0480	10030NS		ASPHALT ADJUSTMENT	41,521.00	DOLL	\$1.00	5 \$	641,521.00
0490	24489EC		INLAID PAVEMENT MARKER	1,729.00	EACH	9	;	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0500	01633		RECONSTRUCT MEDIAN BOX INLET	55.00	EACH		\$	
0510	02483		CHANNEL LINING CLASS II	2,500.00	TON		\$	
0520	02484		CHANNEL LINING CLASS III	2,500.00	TON		\$	
0530	02555		CONCRETE-CLASS B	4.00	CUYD		\$	
0540	02703		SILT TRAP TYPE A	30.00	EACH		\$	
0550	03260		CLEAN ROADWAY DRAINS	1.00	EACH		\$	
0560	20366NN		REPLACE GRATE	1.00	EACH		\$	
0570	24542EC		REPAIR SLOTTED DRAIN	1,014.00	LF		\$	

Section: 0004 - BRIDGE - KY 80 OVER CSX RR & RT FK BEAVER CR (B036B00105N)

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0580	23020EN	TRIM AND REMOVE TREES AND BRUSH	2.00	ACRE		\$	

Section: 0005 - BRIDGE - KY 80 OVER CSX RR & RT FK BEAVER CR (B03600106N)

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0590	03296	EXPAN JOINT REPLACE 2 1/2 IN	5.00	LF		\$	
0600	03297	EXPAN JOINT REPLACE 3 IN	5.00	LF		\$	
0610	08104	CONCRETE-CLASS AA	3.00	CUYD		\$	
0620	08151	STEEL REINFORCEMENT-EPOXY COATED	290.00	LB		\$	
0630	23020EN	TRIM AND REMOVE TREES AND BRUSH	2.00	ACRE		\$	
0640	23386EC	JOINT SEAL REPLACEMENT	179.20	LF		\$	
0650	24275EC	ELIMINATE LONGITUDINAL JOINT	408.70	LF		\$	
0660	24897EC	EXPAN JOINT REPLACE 3/4 IN 3/4 IN	89.60	LF		\$	

Section: 0006 - BRIDGE - KY 80 OVER RT FK BEAVER CREEK (B03600107N)

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC FP	AMOUNT
0670	03295		EXPAN JOINT REPLACE 2 IN	10.00	LF	\$	

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PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0680	08104		CONCRETE-CLASS AA	1.40	CUYD		\$	
0690	08151		STEEL REINFORCEMENT-EPOXY COATED	170.00	LB		\$	
0700	23020EN		TRIM AND REMOVE TREES AND BRUSH	1.10	ACRE		\$	
0710	23386EC		JOINT SEAL REPLACEMENT	176.60	LF		\$	
0720	24275EC		ELIMINATE LONGITUDINAL JOINT	235.30	LF		\$	

Section: 0007 - BRIDGE - KY 80 OVER RT FK BEAVER CREEK (B03600108N)

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0730	03295	EXPAN JOINT REPLACE 2 IN	10.00	LF		\$	
0740	08104	CONCRETE-CLASS AA	1.40	CUYD		\$	
0750	08151	STEEL REINFORCEMENT-EPOXY COATED	166.00	LB		\$	
0760	23020EN	TRIM AND REMOVE TREES AND BRUSH	1.10	ACRE		\$	
0770	23386EC	JOINT SEAL REPLACEMENT	186.20	LF		\$	
0780	24275EC	ELIMINATE LONGITUDINAL JOINT	235.30	LF		\$	

Section: 0008 - DEMOBILIZATION &/OR MOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0790	02568	MOBILIZATION	1.00	LS	;	\$	
0800	02569	DEMOBILIZATION	1.00	LS		\$	