



CALL NO. 102

CONTRACT ID. 192106

LAUREL COUNTY

FED/STATE PROJECT NUMBER NHPP 0804(020)

DESCRIPTION HAL ROGERS PARKWAY

WORK TYPE ASPHALT RESURFACING

PRIMARY COMPLETION DATE 8/29/2019

LETTING DATE: March 22,2019

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 22,2019. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 15%

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

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SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 11

CONTRACT ID - 192106

NHPP 0804(020)

COUNTY - LAUREL

PCN - MP06390061901

NHPP 0804(020)

HAL ROGERS PARKWAY (MP 0.000) FROM US 25 EXTENDING EAST TO WEST END OF BRIDGE OVER SALLY'S BRANCH ROAD (MP 4.169), A DISTANCE OF 04.17 MILES.ASPHALT RESURFACING SYP NO. 11-20009.00.

GEOGRAPHIC COORDINATES LATITUDE 84:04:00.71 LONGITUDE 37:08:25.90

COMPLETION DATE(S):

COMPLETED BY 08/29/2019	SPECIFIED COMPLETION DATE ALL ITEMS IN CONTRACT
COMPLETED BY 07/31/2019	SPECIFIED COMPLETION DATE - ASPHALT PAVING
0 WORKING Hours	LANE CLOSURE IN PROHIBITED HOURS - FIRST HOUR
0 WORKING Hours	LANE CLOSURE IN PROHIBITED HOURS - SECOND HOUR
0 WORKING Hours	LANE CLOSURE IN PROHIBITED HOURS - THIRD AND ADDITIONAL HOURS

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 [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

The 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 will not be considered for award by the Cabinet and they will be returned to the bidder.

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

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

DBE PARTICIPATION PLAN

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 14-35 DBE, within **5** days of the letting. This is necessary before the Awards Committee will review and make a recommendation. **The project will not be considered for award prior to submission and approval of the apparent low bidder’s DBE Plan/Subcontractor Request.**

The DBE Participation Plan shall include the following:

- 1 Name and address of DBE Subcontractor(s) and/or supplier(s) intended to be used in the proposed project;
- 2 Description of the work each is to perform including the work item , unit, quantity, unit price and total amount of the work to be performed by the individual DBE. The Project Code Number (PCN), Category Number, and the Project Line Number can be found in the “material listing” on the Construction Procurement website under the specific letting;
- 3 The dollar value of each proposed DBE subcontract and the percentage of total project contract value this represents. DBE participation may be counted as follows; a) If DBE suppliers and manufactures assume actual and contractual responsibility, the dollar value of materials to be furnished will be counted toward the goal as follows:
 - The entire expenditure paid to a DBE manufacturer;
 - 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public, maintain an inventory and own and operate distribution equipment; and
 - The amount of fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

- b) The dollar value of services provided by DBEs such as quality control testing, equipment repair and maintenance, engineering, staking, etc.;
 - c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4 Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5 Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

If the DBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the DBE contract goal, the apparent lowest responsive bidder must submit a Good Faith Effort Package to satisfy the Cabinet that sufficient good faith efforts were made to meet the contract goals prior to submission of the bid. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort, unless the contractor can show that the proposed DBE was solicited prior to the letting date. DBEs utilized in achieving the DBE goal must be certified and prequalified for the work items at the time the bid is submitted. One complete set and nine (9) copies of this information must be received in the office of the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) 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:

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

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 PREFERENCE ACT (CPA).

(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.

EXPEDITE PROJECT WORK ORDER

The Contractor may request that the Department expedite the work order for this project to allow for maximization of time to complete the work. In order for the Department to accomplish this task, the Contractor may be required to “hand carry” all required project documentation to facilitate the process. Immediately UPON NOTIFICATION OF AWARD OF THE CONTRACT, deliver required project documentation to:

Division of Construction Procurement
200 Mero St.
Frankfort, KY 40602

NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

PROJECT TRAFFIC COORDINATOR (PTC)

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

SURFACING AREAS

The Department estimates the mainline surfacing width to vary 24-74 feet.

The Department estimates the total mainline area to be surfaced to be 126,300 square yards.

The Department estimates the shoulder width to vary 4-10 feet on each side.

The Department estimates the total shoulder area to be surfaced to be 44,400 square yards.

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-110-07 or as directed by the Engineer. In the event signal detectors are present in the intersecting streets or roads, pave the crossroads to the right of way limit or back of the signal detector, whichever is the farthest back of the mainline. Surface or resurface these areas as directed by the Engineer. The Department will not measure placing and compacting for separate payment but shall be incidental to the Contract unit price for the asphalt mixtures.

ASPHALT PAVEMENT RIDE QUALITY CATEGORY B

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

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

MATERIAL TRANSFER VEHICLE (MTV)

Provide and use a MTV in accordance with Sections 403.02.10 and 403.03.05.

SPECIAL NOTE FOR CONTRACT STARTING & COMPLETION DATES

STARTING DATE

Do not place any Asphalt Pavement prior to May 1, 2019.

COMPLETION DATES

Complete all Asphalt Paving no later than July 31, 2019.

Complete all items in Contract no later than August 29, 2019.

SPECIAL NOTE FOR PAVEMENT RESTORATION & RESURFACING

**THIS PROJECT IS A PARTIALLY
CONTROLLED ACCESS HIGHWAY**

I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's 2012 Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Section references are to the Standard Specifications. This work shall consist of:

- (1) Maintain and control traffic;
- (2) Ditching;
- (3) Erosion control;
- (4) Staking;
- (5) Asphalt Milling and Texturing;
- (6) Asphalt Paving;
- (7) Final dressing, cleanup, and seeding;
- (8) and all other work as specified in this contract.

II. MATERIALS

Except as specified in these notes or on the drawings, furnish all materials 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. 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. Erosion Control. See Special Note for Erosion Control.

C. Dense Graded Aggregate. Furnish Dense Graded Aggregate (DGA) according to Section 302, no alternate. Do not furnish Crushed Stone Base in lieu of DGA.

D. Pavement Restoration & Resurfacing. Furnish Asphalt Mixtures for Leveling and Wedging PG64-22; CL4 SMA Surface 0.38A PG76-22; Class 3 Asphalt Base 1.00D PG64-22; and Class 3 Asphalt Surface 0.38D PG64-22 according to Sections 402 and 403.

Contrary to Section 409 and 412.02.04, do **NOT** use reclaimed asphalt pavement (RAP) nor pre-consumer or post-consumer reclaimed asphalt shingles (RAS) in Stone Matrix Asphalt Surface (SMA).

Adjust gradation requirements of asphalt mixtures as approved or directed by the Engineer to accommodate minimum and maximum lift thicknesses and to provide smooth transitions.

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III. CONSTRUCTION METHODS

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

B. Erosion Control. See Special Note For Erosion Control.

C. Staking. See Special Notes for Staking.

D. Site Preparation. Be responsible for all site preparation, including, but not limited to: ditching and cleaning culverts; cleaning inlet and outlet ditches; obtaining borrow and waste sites; disposal of materials, waste, and debris; and restoration, cleanup and final dressing. See Special Note for Waste and Borrow.

E. Ditching. Perform ditching at the locations shown on the summaries or as directed by the Engineer according to Section 209.03.01. Prior to final acceptance, clean all drainage structures, new and existing to remain in place, except box culverts and structures defined as bridges within the disturbed limits. Provide positive drainage at all times during and upon completion of construction.

F. Milling & Texturing. See Special Notes for Micro Milling and Asphalt Milling and Texturing. Mill mainline, shoulders, and approaches as shown on the typical sections and milling summary.

G. Trenching. Trench area as required for left turn on the KY 30 approach as shown on the typical section.

H. Resurfacing. Resurface as shown on the typical sections. Place all Asphalt Mixtures during daytime hours only; the Engineer will **NOT** grant permission for nighttime paving. Avoid cold longitudinal joints by moving pavers back each day after placing sufficient tonnage in each traffic lane so the course placed will be the full width of the pavement at the end of each day. Obtain the Engineer's approval of the method of paving.

I. Dense Graded Aggregate. Construct DGA base for turning lane on KY 30 as shown on the typical section and according to Section 302. Wedge shoulder drop-offs greater than one (1) inch with DGA.

J. Thermoplastic Pavement Markings and Pavement Striping. See Traffic Control Plan.

K. Inlaid Pavement Markers. See Special Note for Inlaid Pavement Markers.

L. Final Dressing. Perform Final Dressing Class B according to Section 211.

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M. 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 become 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 evidence of this inspection having been made. The Department will not honor any claims resulting from site conditions.

N. Disposal of Waste. Dispose of all excess materials, waste, and debris off the right-of-way at approved sites obtained by the Contractor at no additional cost to the Department. See Special Note for Waste and Borrow.

O. Property Damage and Restoration. 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.

P. 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 material and conditions to be encountered during construction. The bidder must draw his own conclusion as to the conditions to be 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.

Q. Utility Clearance. Do not disturb existing overhead or underground utilities. The Department does not anticipate that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the 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 Utilities and Rail Certifications Hote.

R. Control. Perform all work included in this contract under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work is reduced to a minimum. By submitting bid, the Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the work in general

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harmony and in a satisfactory manner, and his decision shall be final and binding upon the Contractor.

IV. METHOD OF MEASUREMENT

Except as provided herein, the Department will measure all work in accordance with the Standard and Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Consider quantities listed and shown on the summaries and drawings to be approximate only. The Department will measure only the bid items listed and the actual quantities of each incorporated in the work. Consider all other items required to complete the work as incidental to the listed bid items, as applicable.

A. Maintain and Control Traffic. See Traffic Control 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. Ditching. The Department will measure Ditching according to Section 209.04.04.

D. Trenching. The Department will measure trenching in square yards.

E. Dense Graded Aggregate. See Section 302.04.02.

F. Resurfacing. The Department will measure Asphalt Milling and Texturing, Asphalt Material for Tack, and Asphalt Mixtures of all types in tons.

G. Erosion Control. See Special Note for Erosion Control.

H. Inlaid Pavement Markers. See the Special Note for Inlaid Pavement Markers.

I. Thermoplastic Pavement Markings and Pavement Striping. See Traffic Control Plan.

J. Final Dressing. Contrary to Section 211.04.02, the Department will not measure Final Dressing Class B, but shall be incidental to Ditching.

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. The Department will not make direct payment other than for the bid items listed.

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

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B. Ditching. See Section 209.05.

C. Trenching. Accept payment at the Contract unit price per square yard as full compensation for all labor, materials, equipment, and incidentals for Trenching and disposal of materials.

D. Dense Graded Aggregate. See Section 302.05.

E. Asphalt milling and Texturing. See Section 408.05.01 and the Special Note for Milling and Texturing.

F. Resurfacing. See Section 403.05.

G. Inlaid Pavement Markers. See the Special Note for Inlaid Pavement Markers.

H. Thermoplastic Pavement Markings and Pavement Striping. See Traffic Control Plan.

SPECIAL NOTE FOR SMA SURFACE

Contrary to section 412.02.04, the Department will not allow reclaimed materials (RAP or RAS) in the SMA asphalt mixture.

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:

- 1) 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 www.IntelligentCompaction.com.
- 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 color-coded 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 cloud based system.
- 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. At the preconstruction meeting, provide the Cabinet with rights to allow for web access to the data file location. Access to the data is not to be hindered in any way. 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 thermal profile bid item. The Cabinet is to have access to all data as it is being collected. If a third party is used for collecting and distributing the data the Cabinet is to have the same access rights and time as the Contractor.

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. Three to five days 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.

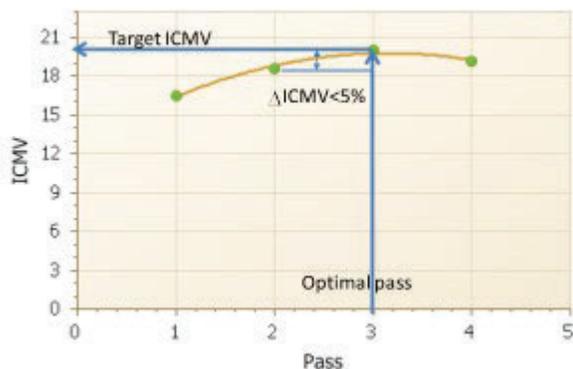
1. Ensure GPS correlation and verification testing includes the following minimum processes:
 - a. Establish the GPS system to be used either one with a base station or one with mobile receivers only. Ensure all components in the system are set to the correct coordinate system; then,
 - b. Verify that 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

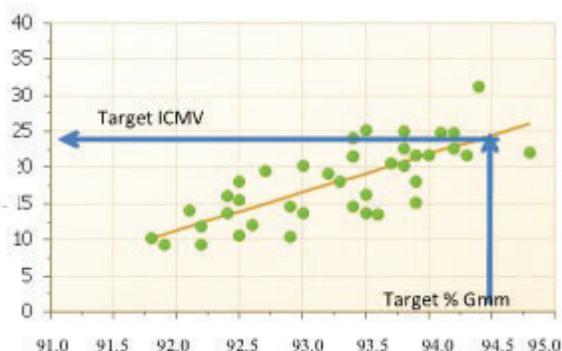
Construct test section(s) at location(s) agreed on by the Contractor and the Engineer within the project limits. The test section is required to determine a compaction curve of the asphalt mixtures in relationship to number of roller passes and to the stiffness of mixture while meeting the Department 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. **The Department will obtain cores at 10 locations (No cores for calibration are to be taken in the surface layer, use non-destructive density results only!!)** 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.

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.

Time for data transfer

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, laptop computer, 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.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
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 Cabinet with rights to allow for web access to the data file location. Access to the data is not to be hindered in any way. 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 thermal profile bid item. The Cabinet is to have access to all data as it is being collected. If a third party is used for collecting and distributing the data the Cabinet is to have the same access rights and time as the Contractor.

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

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 the 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
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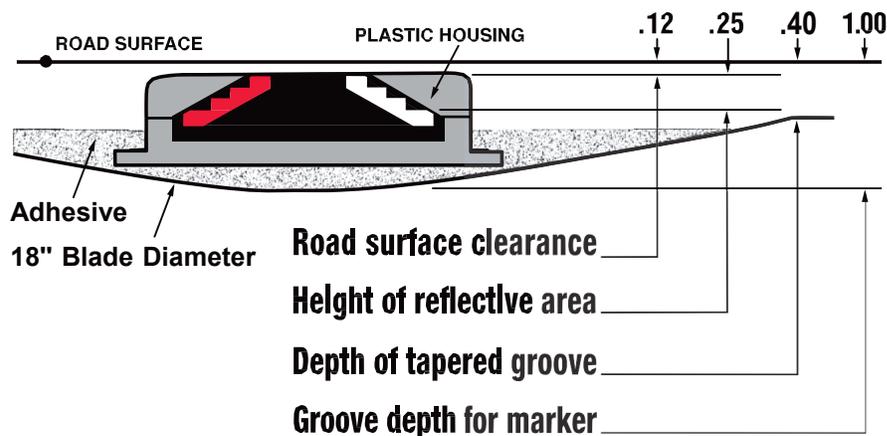
III. CONSTRUCTION

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 the Traffic Control Plan.

C. Installation. Install IPMs in recessed grooves cut into the final course of asphalt pavement according to the manufacturer’s recommendations. Do not cut the grooves until the pavement has cured sufficiently to prevent tearing or raveling. 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.

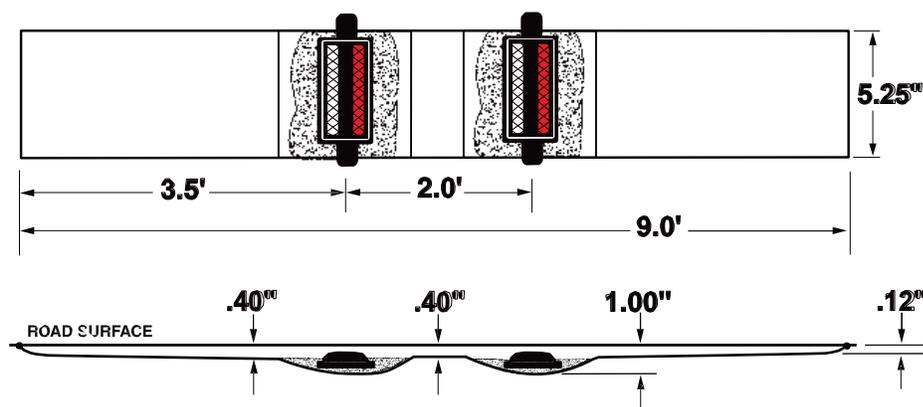
Prepare the pavement surfaces, and install the markers in the recessed groove according to the drawing below. Ensure that the adhesive bed area is equal to the bottom area of the marker, and apply adhesive in sufficient quantity to force excess out around the entire perimeter of the marker. Use materials, 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

Inlaid Pavement Markers
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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 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 asphalt pavement, debris, and other waste at sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

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

Inlaid Pavement Markers
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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 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 or her 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 the Traffic Control Plan.

B. Inlaid Pavement Markers. The Department shall measure as Each. One (1) installation of "INLAID PAVEMENT MARKER" will consist of grooving the pavement, removing asphalt 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 the Traffic Control Plan.

B. Inlaid Pavement Markers. The Department will make payment for the completed and accepted quantities of completely installed "INLAID PAVEMENT MARKERS" at the Contract unit price, Each. Accept payment as full compensation for all labor, equipment, materials, and incidentals necessary 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 STAKING

In addition to the requirements of Section 201.03.01, perform the following:

1. Contrary to Section 201.03.01, perform items 1-3 usually performed by the Engineer; and
2. Establish ditch profiles and slopes to insure positive drainage upon completion of the work; and
3. Determine superelevation, curve widening, crown, pavement transitions and tapers, and intersection details to align the pavement restoration to match existing roadway alignment and curvature as required by the work and to insure positive drainage upon completion of the work; and
4. Obtain the Engineer's approval of all plans and details to be developed and furnished by the Contractor prior to incorporating into the work; and
5. Perform any and all other staking operations required to control and construct the work.

The Department will measure and pay Staking according to Sections 201.04.01 and 201.05.

SPECIAL NOTE FOR DELINEATORS FOR GUARDRAIL

Install Delineators for Guardrail on the existing guardrail according to the Sepia Drawing. The Department will measure and pay Delineators for Guardrail according to the Sepia Drawing.

SPECIAL NOTE FOR LIQUIDATED DAMAGES

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of \$5,000 per day for each Calendar Day the asphalt pavement (SMA mainline and Class 3 Shoulders) remain uncompleted after July 31, 2019.

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of \$1,500 per hour or part of an hour for the first hour, \$3,000 per hour or part of an hour for the second hour, and \$5,000 per hour or part of an hour for the third and additional hours that a lane closure remains in place during hours prohibited by the Traffic Control Plan.

A lane closure shall be defined as any traffic control device or Contract worker or vehicle in the traveled way that could potentially impact the flow of traffic. This includes, but not limited to, signs, barricades, barrels, cones, arrow boards, flaggers, Contractor work vehicles, and striping operations.

Contrary to Sections 108.07.02 and 108.09, the Department will assess Liquidated Damages for the months of December through March, regardless of whether seasonal or temperature limitations prohibit the Contractor from performing work on the controlling item or operation.

The Department will apply all liquidated damages accumulatively.

All other applicable portions of Section 108 apply.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

Obtain U.S. Army Corps of Engineer's approval before utilizing a waste or borrow site that involves "Waters of the United States". The Corps of Engineers defines "Waters of the United States" as perennial or intermittent streams, ponds or wetlands. The Corps of Engineers also considers ephemeral streams, typically dry except during rainfall but having a defined drainage channel, to be jurisdictional waters. Direct questions concerning any potential impacts to "Waters of the United States" to the attention of the appropriate District Office for the Corps of Engineers for a determination prior to disturbance. Be responsible for any fees associated with obtaining approval for waste and borrow sites from the U.S. Army Corps of Engineer or other appropriate regulatory agencies.

1-296 Waste & Borrow Sites
01/02/2012

COORDINATION OF WORK WITH OTHER CONTRACTS

Be advised, there may be active project(s) adjacent to or within this project. These may be KYTC administered contracts, work being performed as part of a KYTC issued encroachment permit, or work being performed by Department forces. The Engineer will coordinate the work of the Contractor and others within the limits of this project. See Sections 105.06, 107.06 and 107.14.

SPECIAL NOTE FOR PAVEMENT WEDGE AND SHOULDER SEPARATE OPERATION

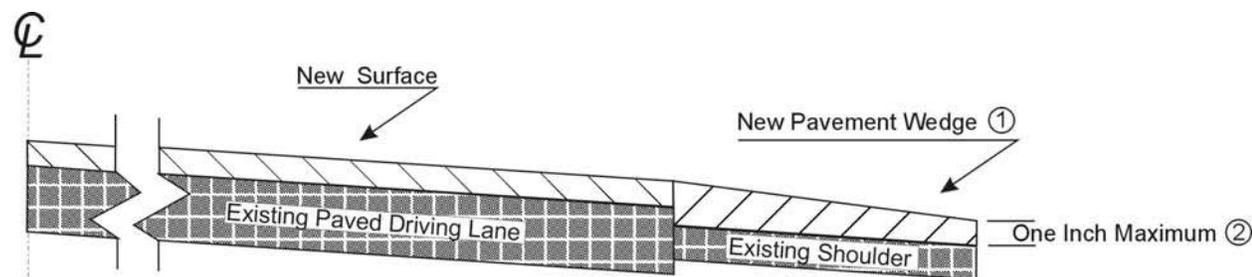
1.0 MATERIALS. Provide an Asphalt Mixture for Pavement Wedge conforming to Section 407 of the Standard Specifications or an Asphalt Surface Mixture conforming to Section 403 of the Standard Specifications, as applicable to the project, for the pavement wedge.

2.0 CONSTRUCTION. Place the Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture as a separate operation from the driving lane. Prime the existing shoulder with tack material as the Engineer directs before placing the wedge. Construct according to Sections 407.03 and 403.03 as applicable.

When the Engineer deems it appropriate to pave both the driving lane and the adjoining wedge monolithically, equip the paver with a modified screed that extends the full width of the wedge being placed and is tapered to produce a wedge. Obtain the Engineer's approval of the modified screed before placing shoulder wedge monolithically with the driving lane.

The wedge may vary in thickness at the edge of the driving lanes. Where existing site conditions permit, limit the outside edge thickness of the new paving limits to one inch above the existing shoulder wedge elevation. If an Asphalt Surface Mixture is furnished for the pavement wedge, texture according to Section 403.03.08.

The following sketch is primarily for the computation of quantities; however, the wedge will result in a similar cross-section where sufficient width exists. Do not construct a shoulder for placing the wedge unless specified elsewhere in the Contract.



- ① Slope varies, but is down from the driving lanes except on outside of some curves where superelevation controls.
- ② Where existing site conditions permit.

3.0 MEASUREMENT. The Department will measure Asphalt Mixture for Pavement Wedge or Asphalt Surface Mixture placed as the pavement wedge according to Sections 403 and 407 as applicable.

4.0 PAYMENT. The Department will make payment for the completed and accepted quantities of Asphalt Surface Mixtures placed as pavement wedge according to Section 403. The Department will make payment for the completed and accepted quantities of Asphalt Mixture for Pavement Wedge according to Section 407.

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

Perform Micro Milling on mainline and shoulders as described in the Special Note for Micro Milling.

Retain possession of the cuttings and recycle the cuttings or dispose of the cuttings off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. Accept payment at the Contract unit price per ton as full compensation for all labor, equipment, materials, and incidentals required to perform the milling and deliver, recycle, or dispose of the cuttings.

SPECIAL NOTE FOR MICRO MILLING

Except as specified herein, Perform Micro Milling according to Section 408 on the mainline and shoulder surface areas as shown on the Typical Sections and/or as directed by the Engineer.

A. Equipment. Provide a cold milling machine with a fine tooth milling drum and an electronic grade control system. The tool spacing of the drum shall not exceed 3/8 inch. The machine shall be equipped with a grade control system capable of determining a mean value from a minimum of three grade sensors. The sensors shall span a minimum length of 20 feet longitudinally. The drum must be capable of producing a macrotexture measurement greater than or equal to 9.5 inches as described in C. Testing.

B. Construction. Operate the milling machine shall forward speed and drum revolutions per minute such that the macrotexture measurement is greater than or equal to 9.5 inches, as described in C. Testing below, and the milled pavement profile does not vary longitudinally more than 1/4 inch from a 16' straight edge. Maintain the milling drum such that the cross-slope does not vary more than 1/8 inch from a 10 foot straightedge. Perform Micro Milling so that the cross-slope breaks between driving lanes and shoulders remain at their existing locations. Set depth of milling so as to remove rutting, rumble strips, and profile errors. Sweep clean the milled surface of all loose material after milling and prior to resurfacing.

Begin paving operations within 48 hours after commencement of the milling operation. Continue paving operations continuously until completed. If paving operations are not begun at this time, the Department will assess liquidated damages at the rate prescribed by Section 108.09 until such time as paving operations are begun.

Do not allow the extent of Micro Milling operations to advance more than 4 days production in advance of the asphalt paving operation.

Perform Micro Milling operations such that there is no difference in elevation between driving lanes during non-working hours.

C. Testing. The Department will perform testing to determine the macrotexture of the milled pavement surface at random locations chosen in accordance with Kentucky Method KM 64-113-14. The test area will be cleaned with a stiff wire and or soft bristly brush and protected with a windscreen as necessary. The tester will pour 200 ml of Type 1 glass beads (meeting AASHTO M247), poured from a height of 4 inches or less, onto the milled pavement surface. Using a round plexiglass disk (8 inches in diameter x 1/2 inch thick) with a round handle, placed gently on the pile of beads the tester will spread the beads in a slow circular motion to disperse the beads in a circular area and create a defined crest around the perimeter. Spreading will continue until the beads are well dispersed and the disk rides on top of the high points of the milled pavement surface. The

diameter of the pile will be measured in inches at 0 degrees, 45 degrees, 90 degrees and 135 degrees. The average macrotexture will be measured in inches by adding the four measurements and dividing by four. Frequency of testing shall be a minimum of once daily and additional testing may be performed as determined necessary by the Engineer.

D. Measurement. The Department will measure Micro Milling in Tons.

E. Payment. Accept payment at the Contract unit price per ton as full compensation for all labor, equipment, materials, and incidentals required to perform Micro Milling and deliver, recycle, or dispose of the cuttings.

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

Consider the dimensions shown on the typical sections for pavement and shoulder widths and thickness' to be nominal or typical dimensions. The Engineer may direct or approve varying the actual dimensions to be constructed to fit existing conditions. Do not widen existing pavement or shoulders unless specified elsewhere in this proposal or directed by the engineer.

1-3725 Typical Section Dimensions
01/02/2012

TRAFFIC CONTROL PLAN

**THIS PROJECT IS A PARTIALLY
CONTROLLED ACCESS HIGHWAY**

TRAFFIC CONTROL GENERAL

Except as provided herein, maintain and control traffic in accordance with the 2012 Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, the Department will measure and pay for all items of work necessary to maintain and control traffic at the lump sum bid price to "Maintain and Control Traffic".

Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work.

PROJECT PHASING & CONSTRUCTION PROCEDURES

Do **NOT** erect lane closures on the following days:

April 1-30, 2019	
May 24-27, 2019	Memorial Day Weekend
July 4, 2019	Independence Day
August 30-September 2, 2019	Labor Day Weekend

On days when Laurel County Schools are in regular session, do **NOT** erect lane closures during the following hours:

6:00 a.m. – 9:00 a.m.
3:00 p.m. – 5:00 p.m.

If traffic backups reach unacceptable levels, as determined by the Engineer, the Engineer may modify the days and/or hours of allowable lane closures. The Engineer may specify additional days and hours when lane closures will not be allowed.

Except for placement of Stone Matrix Asphalt Surface, the Department will allow night work; obtain the Engineer's approval of the method of lighting prior to beginning any night work.

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LANE & SHOULDER CLOSURES

At locations with three or more lanes, maintain one lane of traffic in each direction at all times during construction. At locations with two lanes, maintain alternating one-way traffic during construction and provide a Pilot Car to control traffic through the work zone. Provide a minimum clear lane width of 11 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic is stopped due to construction operations, and a school bus on an official run arrives on the scene, make provisions for the passage of the bus as quickly as possible.

Do not leave lane or shoulder closures in place during non-working hours. Do not erect more than 1 lane closure at the same time. Limit the length of lane closures to only that needed for actual operations in progress, and in no case exceeding 2 miles in length. Contrary to Section 112.04.02, the Department will not measure long term lane closures for payment, but shall be incidental to Maintain and Control Traffic.

SIGNS

Signposts 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.

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. Place changeable message signs one mile in advance of the anticipated queue. As the actual queue lengthens and/or shortens, relocate or provide additional 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 displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign within 24 hours. The Department will measure for payment the maximum number of 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 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 Changeable Message Signs or for signs the Engineer directs be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

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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 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.

TRAFFIC COORDINATOR

Be advised this project is a significant project pursuant to section 112.03.12. Designate an employee to be Traffic Coordinator certified in accordance with Section 112.03.12. The Traffic Coordinator shall 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 shall report all incidents throughout the work zone to the Engineer. Provide 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. Provide the personnel with access on the project to a radio or telephone for use in case of emergencies or accidents.

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 an 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.

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The Department will measure asphalt materials required to construct and maintain any temporary entrances that 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.

TRAFFIC SIGNAL LOOPS

Install traffic signal loops according to the Special Notes for Traffic Signal Loop Replacement. Coordinate the placement of the loops with the Engineer.

THERMOPLASTIC INTERSECTION MARKINGS

Consider the locations listed on the summary as approximate only. 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.

PAVEMENT STRIPING

There will be deviations 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 Sections 112 and 714 with the following exceptions:

1. Include edge lines in Temporary Striping; and
2. Include areas that are to receive Centerline Rumble Strips in Temporary Striping; and
3. Place Temporary or Permanent Striping before opening a lane to traffic; and
4. Permanent Striping on Asphalt Pavement shall be Thermoplastic; and
5. Permanent Striping on PCC Pavement and concrete bridge decks shall be Durable Preformed Pavement Markings Type I Tape; and
6. Contrary to Section 714 of the Standard Specifications, thermoplastic striping placed on centerline rumble strips shall be applied through ribbon extrusion; and
7. 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.

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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 as individual units Each according to Section 112.04.04. 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 or barricades directed by the Engineer to be replaced due to poor legibility or reflectivity.

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:

Less than 2" - No protection required.

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.

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

Pedestrians & Bicycles - Protect pedestrian and bicycle traffic as directed by the engineer.

USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

The following policy is based upon current Changeable Message Signs (CMS) standards and practice from many sources, including the Federal Highway Administration (FHWA), other State Departments of Transportation, and Traffic Safety Associations. It is understood that each CMS installation or use requires individual consideration due to the specific location or purpose. However, there will be elements that are constant in nearly all applications. Accordingly these recommended guidelines bring a level of uniformity, while still being open to regional experience and engineering judgment.

Application

The primary purpose of CMS is to advise the driver of unexpected traffic and routing situations. Examples of applications where CMS can be effective include:

- Closures (road, lane, bridge, ramp, shoulder, interstate)
- Changes in alignment or surface conditions
- Significant delays, congestion
- Construction/maintenance activities (delays, future activities)
- Detours/alternative routes
- Special events with traffic and safety implications
- Crash/incidents
- Vehicle restrictions (width, height, weight, flammable)
- Advance notice of new traffic control devices
- Real-time traffic conditions (must be kept up to date)
- Weather /driving conditions, environmental conditions, Roadway Weather Information Systems
- Emergency Situations
- Referral to Highway Advisory Radio (if available)
- Messages as approved by the County Engineer's Office

CMS should not be used for:

- Replacement of static signs (e.g. road work ahead), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.
- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver – e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

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Messages

Basic principles that are important to providing proper messages and insuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- Nor more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

Placement

Placement of the CMS is important to insure that the signs is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent thief (if necessary)
- Do not place in sags or just beyond crest
- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use

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Standard Abbreviations

The following is a list of standard abbreviations to be used on CMS.

<u>Word</u>	<u>Abbrev.</u>	<u>Example</u>
Access	ACCS	ACCIDENT AHEAD/USE ACCS RD NEXT RIGHT
Alternate	ALT	ACCIDENT AHEAD/USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ALL TRAF EXIT 25
Highway	HWY	ACCIDENT ON AA HWY/EXPECT DELAYS
Hour	HR	ACCIDENT ON AA HWY/2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/DETOUR EXIT 20
Lane	LN	LN CLOSED/MERGE LEFT
Left	LFT	LANE CLOSED/MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/SLOW
Major	MAJ	MAJ DELWAYS I75/USE ALT RTE

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Mile	MI	ACCIDENT 3 MI AHEAD/ USE ALT RTE
Minor	MNR	ACCIDENT 3 MI MNR DELAY
Minutes	MIN	ACCIDENT 3 MI/30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MIL/PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/POSSIBLE DELAYS
Route	RTE	MAJ DELAYS I75/USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD
Street	ST	MAIN ST CLOSED/USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/USE I275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NO USE THESE ABBREVIATIONS.

<u>Abbrev.</u>	<u>Intended Word</u>	<u>Word Erroneously Given</u>
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (merge)
LOC	Local	Location
LT	Light (traffic)	Left
PARK	Parking	Park
POLL	Pollution (index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard

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TEMP
WRNG

Temporary
Warning

Temperature
Wrong

TYPICAL MESSAGES

The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

Reason/Problem

ACCIDENT
ACCIDENT/XX MILES
XX ROAD CLOSED
XX EXIT CLOSED
BRIDGE CLOSED
BRIDGE/(SLIPPERY, ICE, ETC.)
CENTER/LANE/CLOSED
DELAY(S), MAJOR/DELAYS
DEBRIS AHEAD
DENSE FOG
DISABLED/VEHICLE
EMER/VEHICLES/ONLY
EVENT PARKING
EXIT XX CLOSED
FLAGGER XX MILES
FOG XX MILES
FREEWAY CLOSED
FRESH OIL
HAZMAT SPILL
ICE
INCIDENT AHEAD
LANES (NARROW, SHIFT, MERGE, ETC.)
LEFT LANE CLOSED
LEFT LANE NARROWS
LEFT 2 LANES CLOSED
LEFT SHOULDER CLOSED
LOOSE GRAVEL
MEDIAN WORK XX MILES
MOVING WORK ZONE, WORKERS IN ROADWAY
NEXT EXIT CLOSED
NO OVERSIZED LOADS
NO PASSING
NO SHOULDER
ONE LANE BRIDGE

Action

ALL TRAFFIC EXIT RT
AVOID DELAY USE XX
CONSIDER ALT ROUTE
DETOUR
DETOUR XX MILES
DO NOT PASS
EXPECT DELAYS
FOLLOW ALT ROUTE
KEEP LEFT
KEEP RIGHT
MERGE XX MILES
MERGE LEFT
MERGE RIGHT
ONE-WAY TRAFFIC
PASS TO LEFT
PASS TO RIGHT
PREPARE TO STOP
REDUCE SPEED
SLOW
SLOW DOWN
STAY IN LANE
STOP AHEAD
STOP XX MILES
TUNE RADIO 1610 AM
USE NN ROAD
USE CENTER LANE
USE DETOUR ROUTE
USE LEFT TURN LANE
USE NEXT EXIT
USE RIGHT LANE
WATCH FOR FLAGGER

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PEOPLE CROSSING
RAMP CLOSED
RAMP (SLIPPERY, ICE, ETC.)
RIGHT LANE CLOSED
RIGHT LANE NARROWS
RIGHT SHOULDER CLOSED
ROAD CLOSED
ROAD CLOSED XX MILES
ROAD (SLIPPERY, ICE, ETC.)
ROAD WORK
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)
ROAD WORK XX MILES
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)
NEW SIGNAL XX MILES
SLOW 1 (OR 2) - WAY TRAFFIC
SOFT SHOULDER
STALLED VEHICLES AHEAD
TRAFFIC BACKUP
TRAFFIC SLOWS
TRUCK CROSSING
TRUCKS ENTERING
TOW TRUCK AHEAD
UNEVEN LANES
WATER ON ROAD
WET PAINT
WORK ZONE XX MILES
WORKERS AHEAD

TRAFFIC CONTROL FOR INLAID PAVEMENT MARKER INSTALLATIONS

Except as provided herein, maintain and control traffic in accordance with the Standard and Supplemental Specifications and the Standard and Sepia Drawings, current editions. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic will be paid at the lump sum bid price to "Maintain and Control Traffic". Contrary to Section 106.01, furnish new, or used in like new condition, traffic control devices at the beginning of the work and maintain in like new condition until completion of the work. Do not install Inlaid Pavement Markers on bridge Decks. If pavement markers are specified for bridge decks, use flush-mounted Type IV-A markers. Install all necessary traffic control devices before beginning work. Provide egress and ingress to all ramps, side roads, and entrances at all times. After the pavement markers have been placed on the roadway, leave traffic control devices in place to protect the markers from damage by traffic until the Engineer determines the adhesive epoxy has sufficiently hardened. When work is suspended or completed and the Engineer determines the pavement markers are completely bonded to the pavement, immediately remove the traffic control devices.

TWO-LANE, TWO-WAY ROADWAYS:

The Department will consider installation of inlaid pavement markers on two-lane, two-way roadway sections to be short-duration operations. Accomplish the work in only one lane and affect the adjacent lane as little as possible. Sign approaches to the immediate work area in accordance with Standard Drawings TTC-100-03 and TTC-105-02. Install the signs on approved temporary mountings.

As a minimum, equip all work vehicles used in the roadway with strobe lights or rotating beacons. If a flashing arrow board is mounted directly on a work vehicle, operate the board in caution mode only; do not use a flashing arrow indication. The Department will not require the use of a Truck Mounted Attenuator (TMA) on two-lane, two-way roadway sections.

MULTI-LANE ROADWAYS:

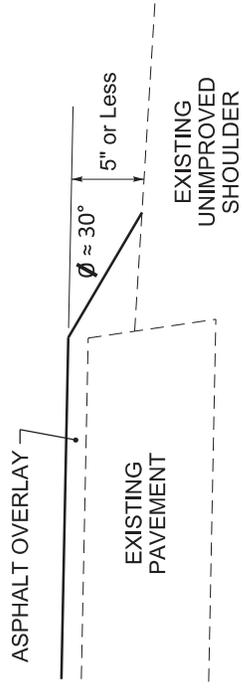
Place raised pavement markers behind stationary lane closures. Obtain the Engineer's approval for stationary lane closures prior to use. Sign approved stationary lane closures according to Standard Drawings TTC-115-03 and TTC-125-03. If the Contractor desires an interior lane closure, prepare a plan and obtain the Engineer's approval prior to use. Install all necessary traffic control devices before beginning work.

Protect the work zone with a TMA conforming to Sections 725.02.05 and 725.03.03. Place the TMA within the lane closure at locations approved by the Engineer. Contrary to Section 725.03.03, retain possession of the TMA upon completion of the work.

Restrict the work area to not more than one lane of traffic plus 24 inches maximum of only one adjacent lane in each direction of travel. Provide a minimum lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. Limit the length of a lane closure to not exceed 1 mile in urban areas or 3 miles in rural areas as designated by the Engineer. Do not erect more than one lane closure in each direction of travel unless there is at least 2 miles separation between lane closures and both lane closures are in the same lane.

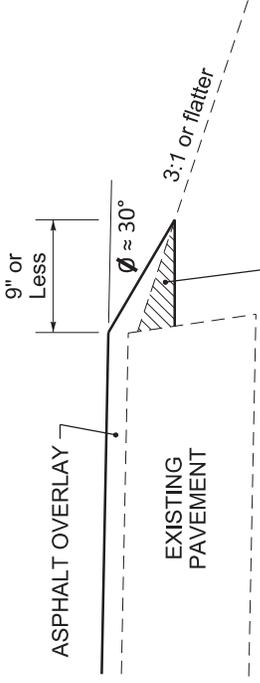
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to low shoulder with dropoff of 5 inches or less)



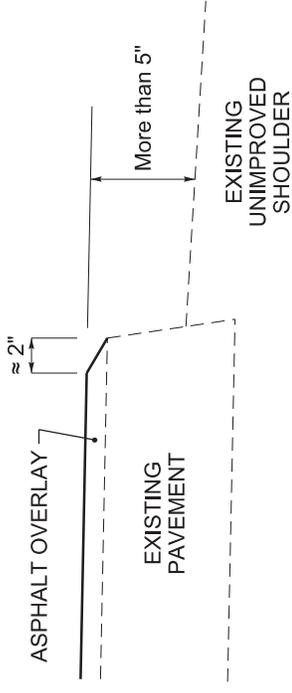
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to fill slope or ditch foreslope that is 3:1 or less)



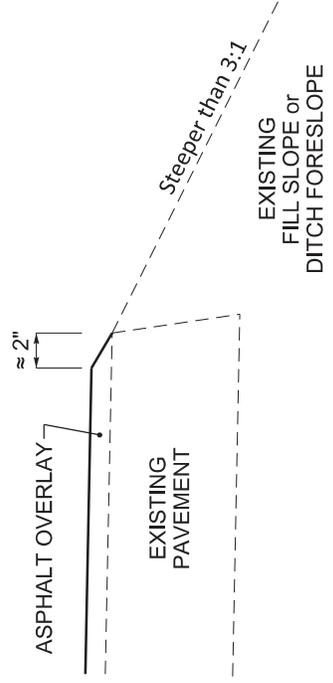
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to low shoulder with dropoff of more than 5 inches)



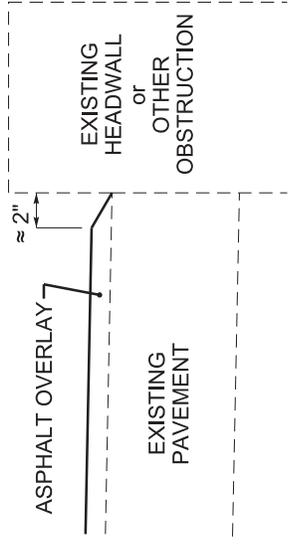
DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to fill slope or ditch foreslope that is steeper than 3:1)



DURABLE PAVEMENT EDGE DETAIL

(Resurfacing adjacent to an obstruction, such as an existing headwall)



PREPARE SHOULDER ACCORDING TO STANDARD SPECIFICATIONS

NOTES

1. DETAILS DO NOT APPLY TO OVERLAYS LESS THAN 1 INCH THICK.
2. THE DURABLE PAVEMENT EDGE DEVICE MAY BE DISENGAGED AT DRIVEWAYS, SIDE STREETS, HIGH SHOULDERS, AND OTHER LOCATIONS NOT FEASIBLE TO CONSTRUCT, AS APPROVED BY THE ENGINEER.

DRAWING NOT TO SCALE

DURABLE PAVEMENT EDGE DETAILS

SPECIAL NOTE FOR TRAFFIC SIGNAL LOOP DETECTORS

1.0 DESCRIPTION. Be advised that there are existing traffic signal loop detectors within the construction limits of this project. Except as specified herein, perform traffic signal loop replacement in accordance with the Department's Standard/Supplemental Specifications, Special Provisions, Special Notes, and Standard/Sepia Drawings, current editions and as directed by the Engineer. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals for replacement of traffic signal loop installation(s) and all other work specified as part of this contract.

1.1 Pre-bid Requirements. Each Contractor submitting a bid for this work shall make a thorough inspection of the site prior to submitting his bid and shall thoroughly familiarize himself with existing conditions so that the work can be expeditiously performed after a Contract is awarded. Information provided in the Plans regarding types and quantities of work is not to be taken as an accurate or complete evaluation of the materials and conditions to be encountered during construction. The bidder must make his own determinations as to the conditions encountered.

2.0 MATERIALS. Except as specified herein, furnish materials in accordance with Subsection 732.02 and Section 835. Provide for materials to be sampled and tested in accordance with the Department's Sampling Manual. Make 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 this Special Note.

2.1 Maintain and Control Traffic. See Traffic Control Plan.

2.2 Sand. Furnish natural sand meeting the requirements of Subsection 804.04.01.

2.3 Seeding. Furnish Seed Mix Type I.

2.4 Loop Saw Slot and Fill. Furnish loop sealant, backer rod, and non-shrink grout according to the Saw Slot Detail.

2.5 Junction Boxes. Furnish junction box type B, #57 aggregate, and geotextile filter type IV according to junction box detail.

2.6 Cable No. 14/1 Pair (Lead-in). Furnish cable that is specified in Section 835. Cable shall be ran splice free. This shall include splice kits to connect to the loop wire.

2.7 Conduit. Furnish and install appropriate conduit from transitions to the roadway, junction boxes and poles. See details below.

3.0 CONSTRUCTION. Except as specified herein, install and test Traffic Signal Loop Detectors in accordance with Section 723 and the drawings.

3.1 Testing. The Contractor shall test all loops and cable no. 14/1 pair (lead-in) according to Subsection 723.03.17 before and after milling the roadway. The Contractor may have to separate the loop from the lead-in to perform this test. If the loop/lead-in meets the requirement in Section 723 at the controller cabinet, the loop/lead-in shall not be replaced. If existing loops do not meet the requirements in Subsection 723.03.17, the loops shall be replaced. Replacement loops may be installed either before or after the milling process.

Traffic Signal Loop Detectors

Page 2 of 8

The Contractor shall verify that loops (both existing and replacement loops) meet the requirements per Subsection 723.03.17 before the final surface is laid. If loops do not meet conditions of Subsection 723.03.17, the Contractor shall replace them before the resurfacing activities begin. If replacement loops have to be reinstalled, the costs of reinstallation shall be incidental to the milling bid item. The Contractor shall re-splice loops to the lead-in with the proper splice as noted in the spec book.

3.2 Coordination. Notify the Engineer in writing, two (2) weeks prior to beginning any work. The Engineer will contact the District Traffic Engineer to coordinate the Department's operations with the Contractor's work.

3.3 Connection. The Contractor shall schedule all signal loop installation to ensure the new loops are connected to the lead-in and operational within 5 calendar days of the old loops being damaged and/or disconnected. This requirement includes damage caused by any work activity associated with the project. If the new signal loops are not functioning as intended following 5 calendar days, the Department may assess Liquidated Damages at a rate of \$500 per calendar day per signal location until the loops are operating at pre-construction conditions. All liquidated damages will be applied cumulatively.

3.4 Maintain and Control Traffic. See Traffic Control Plan.

3.5 Milling. On projects involving milling and texturing of the existing pavement, install loops in the existing pavement before or after performing the milling and texturing. After milling, the remnant contents of the existing saw slot (grout, loop wires, backer rod, and/or loop sealant) may not be flush with the top of the milled portion of the surface. In such cases, clear the saw slot of loose remnant contents and refill the saw slot with natural sand. Obtain the Engineer's approval of the stabilized saw slot prior to resurfacing. The Department will not measure for separate payment clearing and stabilizing the saw slot and shall consider this work incidental to milling.

3.6 Loop Saw Slot and Fill. The following is a typical step by step procedure for the installation of a loop.

- 1) Carefully mark the slot to be cut, perpendicular to the flow of traffic and centered in the lane.
- 2) Make each saw-cut 3/8-inch wide and at a depth such that the top of the backer rod is a minimum of 4 inches below the surface of asphalt pavement.
- 3) Drill a 1½ inch core hole at each corner and use a chisel to smooth corners to prevent sharp bends in the wire.
- 4) Clean all foreign and loose matter out of the slots and drilled cores and within 1 foot on all sides of the slots using a high pressure washer.
- 5) Completely dry the slots and drilled cores and within 1 foot on all sides of the slots.
- 6) Measure 9-12 inches from the edge of the paved surface (shoulder break or face of curb) and drill a 1½ inch hole on a 45° angle to the conduit adjacent to the roadway.
- 7) Closely inspect all cuts, cores, and slots for jagged edges or protrusions prior to the placement of the wire. All jagged edges and protrusions shall be ground or re-cut and cleaned again.

Traffic Signal Loop Detectors

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- 8) Place the loop wire splice-free from the termination point (cabinet or junction box) to the loop, continue around the loop for two turns (6'x30' loop) or three turns (6'x6' loop), and return to the termination point.
- 9) Push the wire into the saw slot with a blunt object such as a wooden stick. Make sure that the loop wire is pushed fully to the bottom of the saw slot. Screwdrivers shall not be used.
- 10) Install duct sealant to a minimum of 1 inch deep into the cored 1½ inch hole.
- 11) Apply loop sealant from the bottom up and fully encapsulate the loop wires in the saw slot. The wire should not be able to move when the sealant has set.
- 12) Cover the encapsulated loop wire with a continuous layer of backer rod along the entire loop and home run saw slots such that no voids are present between the loop sealant and backer rod.
- 13) Finish filling the saw cut with non-shrinkable grout per manufacturer's instructions. Alleviate all air pockets and refill low spaces. There shall be no concave portion to the grout in the saw slot. Any excess grout shall be cleaned from the roadway to alleviate tracking.
- 14) Clean up the site and dispose of all waste off the project.
- 15) Ensure that the grout has completely cured prior to subjecting the loop to traffic. Curing time varies with temperature and humidity.

3.7 Final Dressing, Clean Up, and Seeding. After all work is completed, clean work sites and all disturbed areas. Dispose of all waste and debris off the right of way at sites obtained by the Contractor at no additional cost to the Department. Sow all disturbed earthen areas with Seed Mix Type I.

3.8 Removal. The Contractor shall remove all existing junction boxes, wire from spans/poles/junction boxes/conduits, and conduits. The removal will be incidental to the project.

3.9 Property/Roadway Damage. The Contractor shall be responsible for all damage to public and/or private property resulting from the work. Upon completion of the work, restore all disturbed highway features and private property in like kind design and materials at no additional cost to the Department.

3.10 Right-of-Way Limits. The Department has not established exact limits of Right-of-Way. Limit work activities to obvious Right-of-Way and work areas secured by the Department through Consent and Release of the adjacent property owners. Contractor is responsible for all encroachments onto private lands.

3.11 Utility Clearance. Work around and do not disturb existing utilities. The Department does not anticipate any utility impacts for loop installation. If utilities are impacted, work with associated utility companies to resolve issues.

3.12 Control. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to permit other contractors, state forces, public utility companies, and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with each other's work will be reduced to a minimum. The Contractor agrees to make no claims against the Department for additional compensation due to delays or other conditions created by

Traffic Signal Loop Detectors

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the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to ensure the completion of the work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.

3.13 Bore and Jack. Except for situations outlined in 3.15, bore and jack will be used if conduit is under pavement of any kind. The conduit shall be 2" rigid steel conduit under all pavement areas except for the area where the loop transitions from the saw slot. The installation of conduit should follow the below detail.

3.14 Open Cut Roadway. With permission of the Engineer, roadway may be open cut if the conduit is under pavement. The conduit shall be 2" rigid steel conduit under all pavement areas except for the area that the loop transition from the saw slot. The installation of conduit should follow requirements per Section 723.

4.0 MEASUREMENT. See Subsection 723.04 for bid item notes. Additional bid items include the following:

4.1 Loop Test. The Department will measure the quantity as each individual unit loop tested. The Department will not measure disconnection, reconnection, traffic control, re-splicing per specifications, before and after testing per note above, and any associated hardware for payment and will consider them incidental to this item of work.

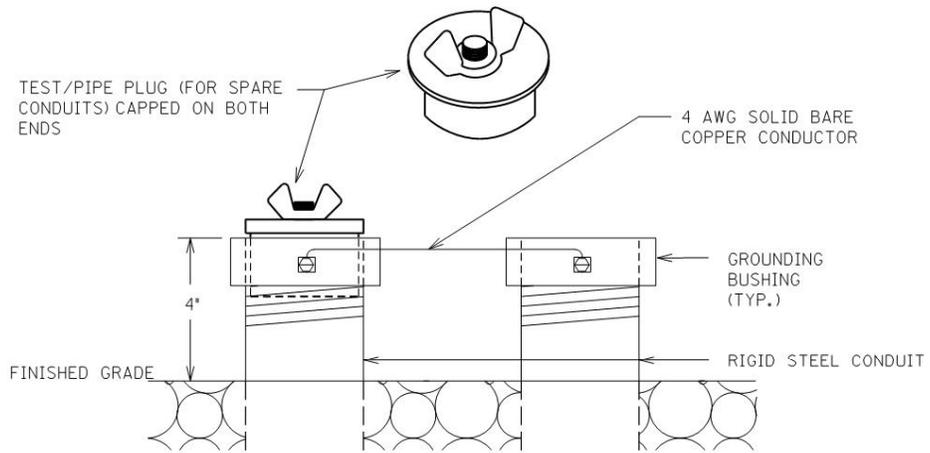
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities of listed items according to Subsection 723.05 in addition to the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
Conduit 1"	4792	Linear Foot
PVC Conduit – 1 ¼ inch – sch 80	24900EC	Linear Foot
PVC Conduit – 2 inch – sch 80	24901EC	Linear Foot
Conduit 2"	4795	Linear Foot
Electrical Junction Box type B	4811	Each
Loop Test	24963ED	Each
Trenching and Backfilling	4820	Linear Foot
Loop Wire	4830	Linear Foot
Cable-No. 14/1 Pair	4850	Linear Foot ¹
Loop Saw Slot and Fill	4895	Linear Foot ¹
Bore and Jack Conduit	21543EN	Linear Foot ³
Open Cut Roadway	4821	Linear Foot ³

The Department will consider payment as full compensation for all work required under these notes and the Standard Specifications.

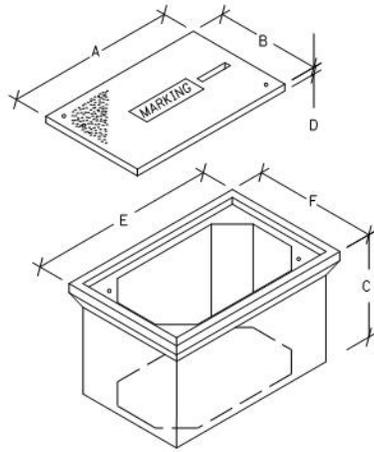
Traffic Signal Loop Detectors

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TEST/PIPE PLUG(FOR SPARE CONDUITS) AND GROUNDING DETAIL

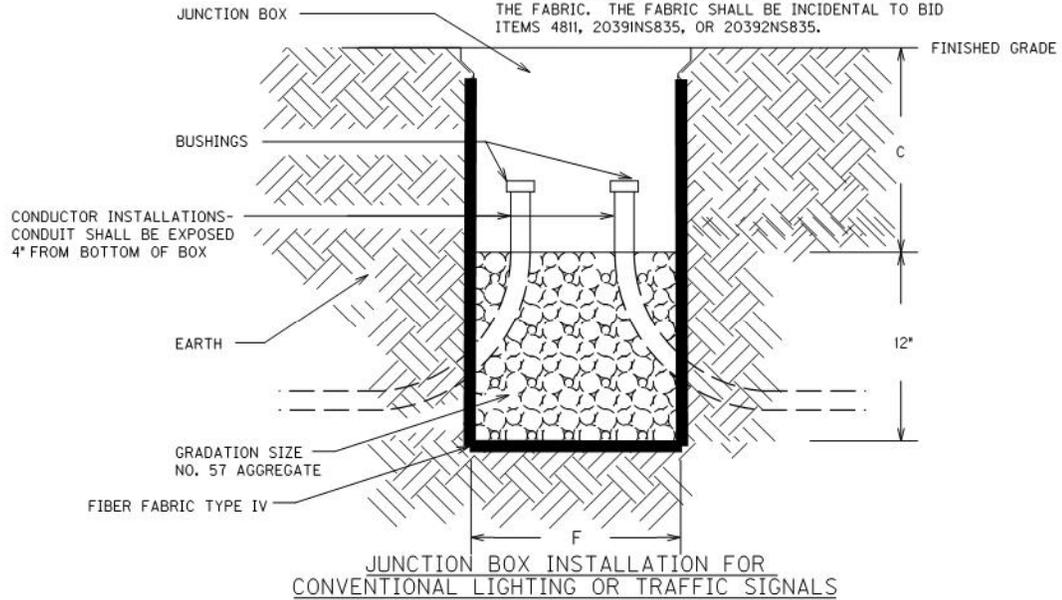
Traffic Signal Loop Detectors
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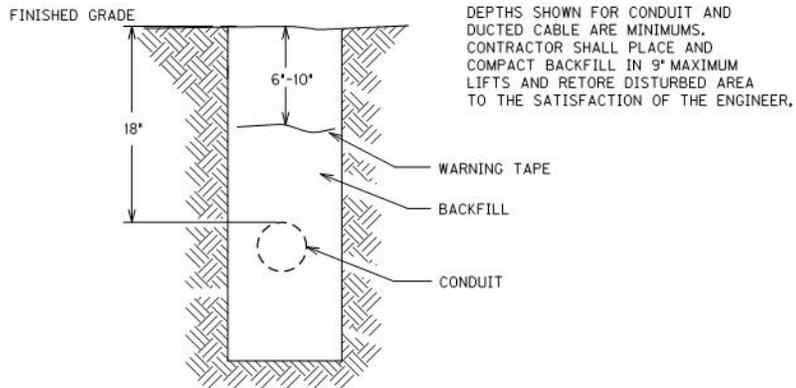
JUNCTION BOX DIMENSIONS (NOMINAL)						
	A	B	C	D	E	F
TYPE A	23"	14"	27"	2"	25"	15"
TYPE B	18"	11"	12"	1 3/4"	20"	13"
TYPE C	36"	24"	30"	3"	38"	26"

• MINIMUM
NOTE: STACKABLE BOXES ARE PERMITTED

BEFORE THE INSTALLATION OF THE #57 AGGREGATE AND JUNCTION BOX, THE CONTRACTOR SHALL INSTALL GEOTEXTILE FILTER FABRIC TYPE IV IN THE HOLE. THE FABRIC SHALL EXTEND TO JUST BELOW THE LIP OF THE JUNCTION BOX AND SHALL BE CONTINUOUSLY ADHERED TO THE EXTERIOR OF THE BOX WITH ADHESIVE. ANY LOCATIONS WHERE CONDUITS ENTER THE BOX, THE FABRIC SHALL BE 'X CUT' ONLY AS MUCH AS NECESSARY TO ALLOW PASSAGE OF EACH INDIVIDUAL CONDUIT THROUGH THE FABRIC. THE FABRIC SHALL BE INCIDENTAL TO BID ITEMS 481I, 2039INS835, OR 20392NS835.



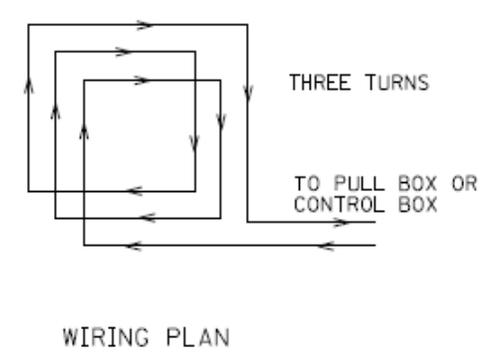
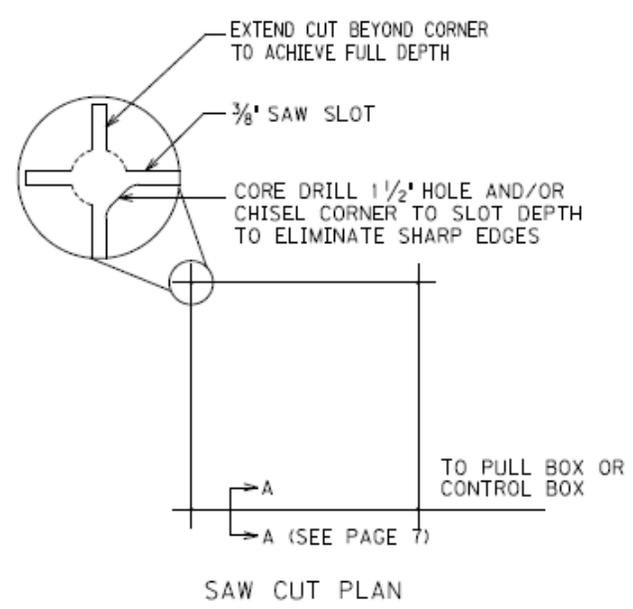
JUNCTION BOX INSTALLATION FOR CONVENTIONAL LIGHTING OR TRAFFIC SIGNALS



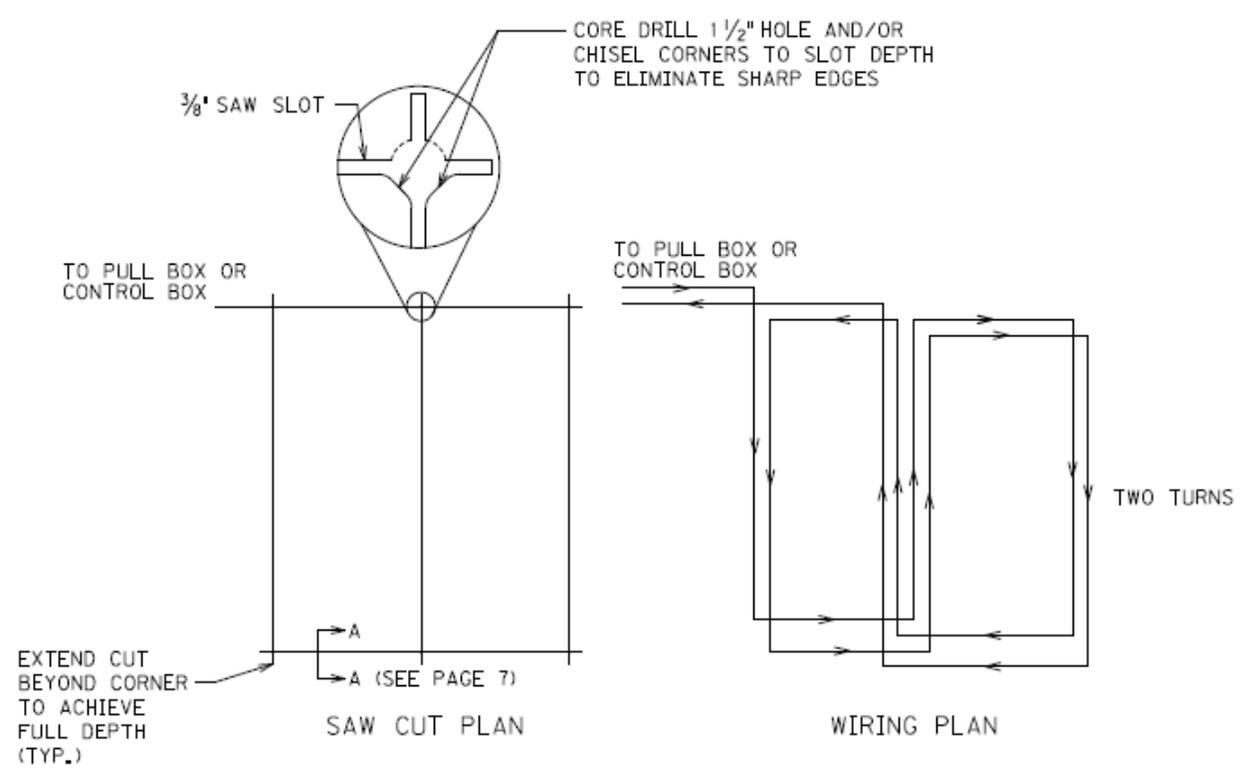
CONDUIT AND WARNING TAPE TRENCH

Traffic Signal Loop Detectors

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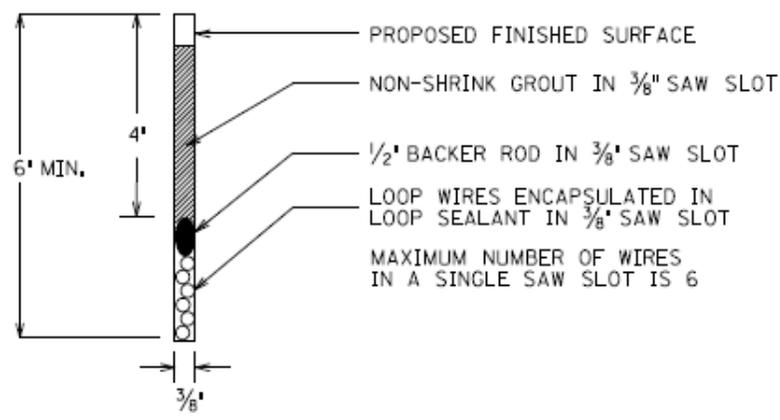
6'X6' LOOP



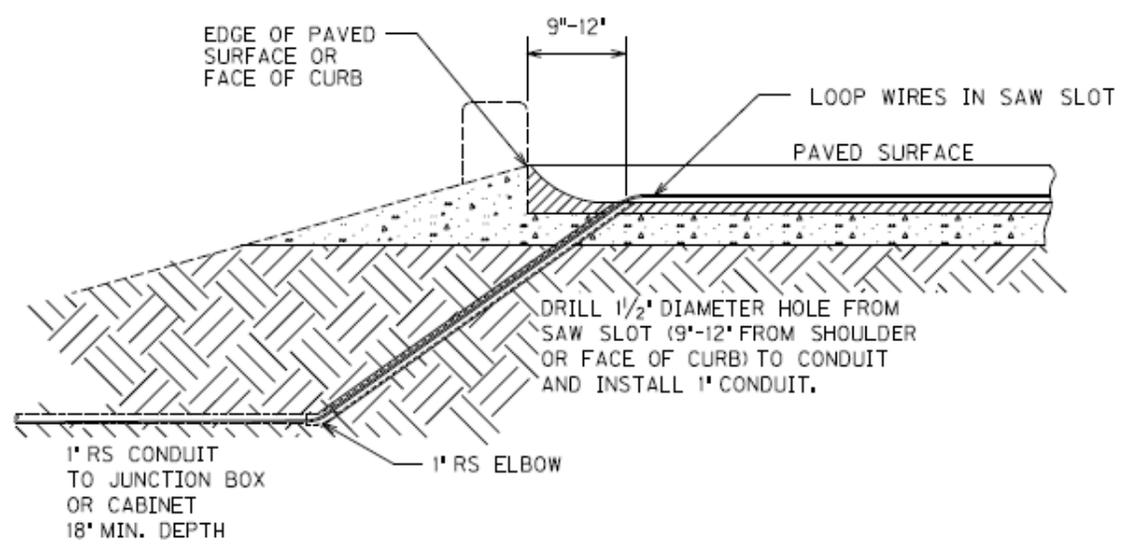
6'X30' QUADRAPOLE LOOP

Traffic Signal Loop Detectors

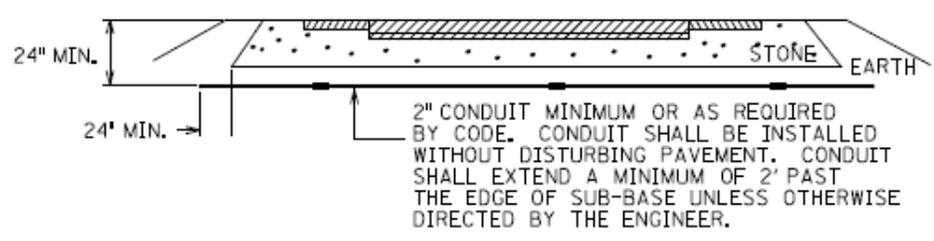
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SECTION A-A (SAW SLOT DETAIL)



SAW SLOT EDGE OF PAVEMENT TRANSITION



CONDUIT UNDER EXISTING PAVEMENT DETAIL

SPECIAL NOTE FOR TRENCHING

Trench to a depth of 12 inches as shown on the typical section to construct the left turn lane on the KY 30 approach. Retain possession of materials excavated from the trench or waste the excavated materials off the right-of-way at sites obtained by the Contractor, at no additional cost to the Department. See Special Note for Waste and Borrow.

The Department will measure Trenching 14 foot width by 12 inch depth in linear feet at the pavement/shoulder edge. Accept payment at the Contract unit price per linear foot as full compensation for all labor, materials, equipment, and incidentals for excavating the trench and disposing of waste.

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with the Department's Standard and Interim Supplemental Specifications, Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions, and as directed by the Engineer. Section references are to the Standard Specifications. This work shall consist of:

(1) Developing and preparing a Best Management Practices Plan (BMP) tailored to suit the specific construction phasing for each site within the project; (2) Preparing the project site for construction, including locating, furnishing, installing, and maintaining temporary and/or permanent erosion and water pollution control measures as required by the BMP prior to beginning any earth disturbing activity on the project site; (3) Clearing and grubbing and removal of all obstructions as required for construction; (4) Removing all erosion control devices when no longer needed; (5) Restoring all disturbed areas as nearly as possible to their original condition; (6) Preparing seedbeds and permanently seeding all disturbed areas; (7) Providing a Kentucky Erosion Prevention and Sediment Control Program (KEPSC) qualified inspector; and (8) Performing any other work to prevent erosion and/or water pollution as specified by this contract, required by the BMP, or as directed by the Engineer.

II. MATERIALS

Furnish materials in accordance with these notes, the Standard Specifications and Interim Supplemental Specifications, and applicable Special Provisions and Special Notes, and Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, 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.

III. CONSTRUCTION

Be advised, these Erosion Control Plan Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site specific BMP plan for each drainage area within the project in accordance with Section 213. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, and the construction phasing, methods and techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and

Erosion Control

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local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, Interim Supplemental Specifications, Special and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow).

As work progresses, add or remove erosion control measures as required by the BMP applicable to the Contractor's project phasing and construction methods and techniques. Update the volume calculations and modify the BMP as necessary throughout the duration of the project. Ensure that an updated BMP is kept on site and available for public inspection throughout the life of the project.

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

IV. MEASUREMENT

Erosion Control Blanket. The Department will measure Erosion Control Blanket according to Section 212.04.07.

Sodding. If required by the BMP, the Department will measure Sodding according to Section 212.04.08.

Erosion Control
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Channel Lining. If required by the BMP, the Department will measure Channel Lining according to Sections 703.04.04-703.04.07.

Erosion Control. Contrary to Sections 212.04, 213.04, and 703.04 other than Erosion Control Blankets, Sodding, and Channel Lining, the Department will not measure Erosion Control or developing, updating, and maintaining a BMP plan for each site; providing a KEPSC qualified inspector; locating, furnishing, installing, inspecting, maintaining, and removing erosion and water pollution control items; Roadway Excavation, Borrow Excavation, Embankment In Place, Topsoil Furnished and Placed, and Spreading Stockpiled Topsoil; Topdressing Fertilizer, Temporary and Permanent Seeding and Protection, Special Seeding Crown Vetch, and Temporary Mulch; Sedimentation Basin and Clean Sedimentation Basin, Silt Trap Type "A" and Clean Silt Trap Type "A"; Silt Trap Type "B" and Clean Silt Trap Type "B"; Silt Trap Type "C" and Clean Silt Trap Type "C"; Temporary Silt Fence and Clean Temporary Silt Fence; Plants, Vines, Shrubs, and Trees; Gabion and Dumped Stone Deflectors and Riffle Structures; Boulders; Temporary Ditches and clean Temporary Ditches; Geotextile Fabric, and all other erosion and water pollution control items required by the BMP or the Engineer, but shall be incidental to ditching

V. BASIS OF PAYMENT

Erosion Control Blanket. The Department will pay for Erosion Control Blankets according to Sections 212.05.

Sodding. If not listed as a bid item, but required by the BMP, the Department will pay for Sodding as Extra Work according to Sections 104.03 and 109.04.

Channel Lining. If not listed as a bid item, but required by the BMP, the Department will pay for Channel Lining as Extra Work according to Sections 104.03 and 109.04.

	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		

<input type="checkbox"/>	Original	<input checked="" type="checkbox"/>	Re-Certification		RIGHT OF WAY CERTIFICATION
ITEM #	COUNTY	PROJECT # (STATE)		PROJECT # (FEDERAL)	
11-20009.00	Laurel	FD52 063 9006 000-005		NHPP 0804(020)	

PROJECT DESCRIPTION
 Highway Pavement , Guardrail, ditching and brush cutting rehab project on Hal Rogers Parkway between MP 0-4.169

No Additional Right of Way Required
 Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project.

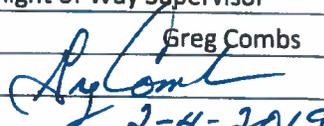
Condition # 1 (Additional Right of Way Required and Cleared)
 All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive.

Condition # 2 (Additional Right of Way Required with Exception)
 The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract

Condition # 3 (Additional Right of Way Required with Exception)
 The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction.

Total Number of Parcels on Project	0	EXCEPTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION
Number of Parcels That Have Been Acquired	0		
Signed Deed	0		
Condemnation	0		
Signed ROE	0		

Notes/ Comments (Use Additional Sheet if necessary)
 TEBM of construction received a request from C.O. that the State project number MP be changed from 000-004 to 000-005

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Greg Combs
Signature		Signature	
Date		Date	2-4-2019
Right of Way Director		FHWA	
Printed Name	Digitally signed by DM Loy	Printed Name	
Signature		Signature	No Signature Required as per FHWA-KYTC
Date	Date: 2019.02.05 06:44:26 -05'00'	Date	Current Stewardship Agreement

UTILITIES AND RAIL CERTIFICATION NOTE

LAUREL COUNTY, NHPP 0804 (020)
FD52 063 9006 000-005
HAL ROGERS PARKWAY PAVEMENT REHAB
11-20009

Utility coordination efforts conducted by the project sponsor have 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.

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

- No Rail Involved
- Minimal Rail Involved (See Below)
- Rail Involved (See Below)

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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.

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The

Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

UTILITIES AND RAIL CERTIFICATION NOTE

LAUREL COUNTY, NHPP 0804 (020)
 FD52 063 9006 000-005
 HAL ROGERS PARKWAY PAVEMENT REHAB
 11-20009

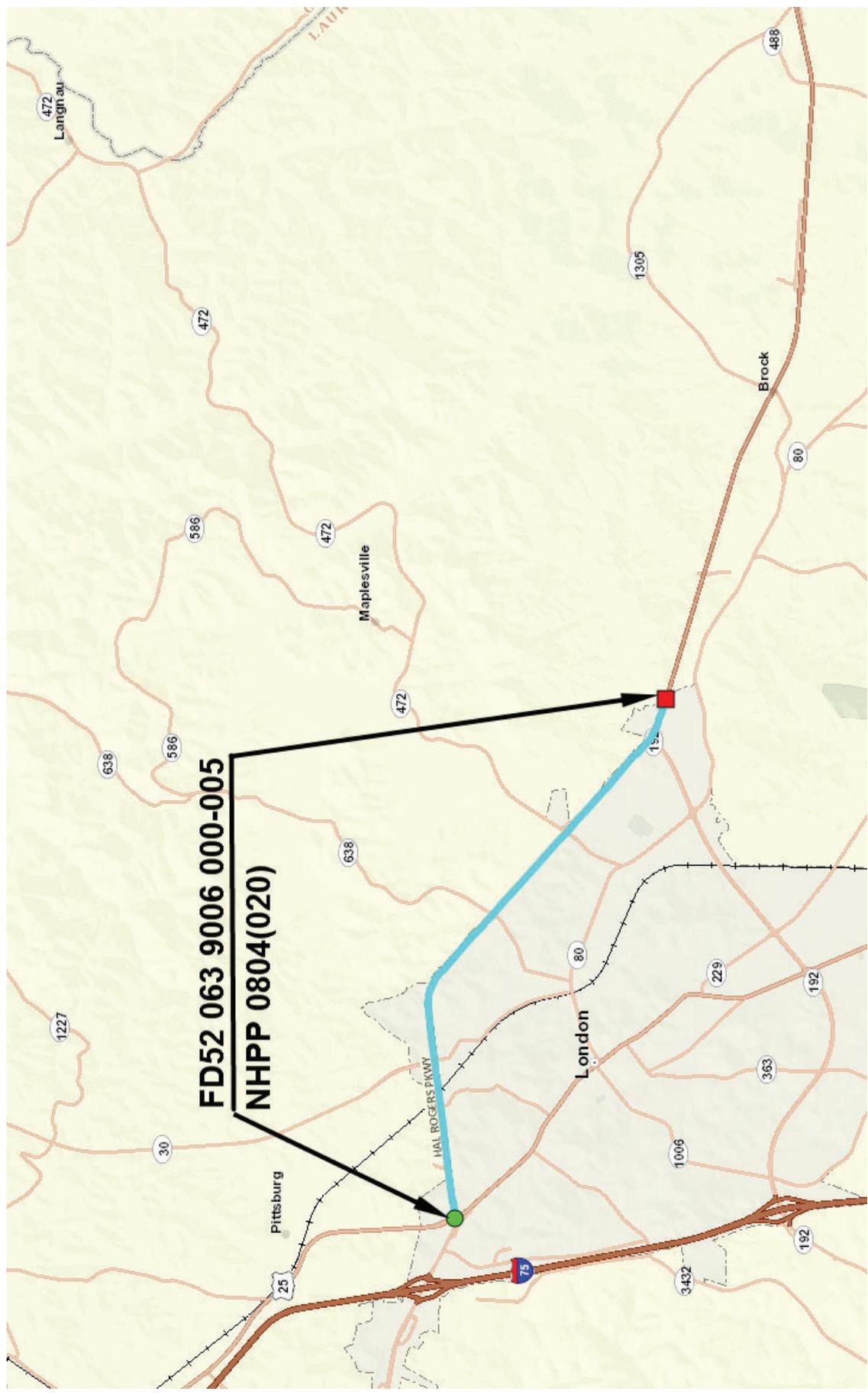
The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of 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.

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

AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
Wood Creek Water	Jay Williams	606-878-9420
Jackson Energy	Brent Bingham	606-364-9227

LAUREL COUNTY



DITCHING SUMMARY

DIRECTION	BEGINNING MILEPOINT	ENDING MILEPOINT	LENGTH (LF)
Westbound	0.000	0.587	3,098
Westbound	0.719	1.270	2,907
Westbound	1.905	2.250	1,822
Westbound	3.020	4.169	6,067
Westbound Length =			13,893

DIRECTION	BEGINNING MILEPOINT	ENDING MILEPOINT	LENGTH
Eastbound	0.000	0.651	3,438
Eastbound	0.780	1.270	2,587
Eastbound	2.108	2.558	2,375
Eastbound	3.450	3.567	618
Eastbound	3.702	3.810	570
Eastbound	3.930	4.169	1,262
Eastbound Length =			9,018
Total Project Length =			22,911

MILLING SUMMARY

MILEPOINT	COMMENT	LENGTH (FT)	WIDTH (FT)	AVG DEPTH (INCHES)	NOTES
0.100-4.169	OVERALL	21,484	44-94	1.5	1
1.089	KY 30	660	36	1.5	1
1.089	KY 354	70	25	1.5	1
2.250	KY 638	80	50	1.5	1
3.010	KY 472	100	50	1.5	1
3.877	KY 192	225	50	1.5	1

NOTES: 1. Micro Milling overall on driving lanes and shoulders.

THERMOPLASTIC INTERSECTION PAVEMENT MARKINGS SUMMARY

MILEPOINT	INTERSECTION	X-HATCH 12 INCH YELLOW SQ FT	STOP BARS 24 INCH LF	ARROWS			CONE CAP WHITE (SQ FT)	CONE CAP YELLOW (SQ FT)	CHEVRONS WHITE (SQ FT)
				CURVE EA	STR EA	COMB EA			
0.130	PCC PAVEMENT JOINT	180							
0.357	KY 6260		16	2					
0.766	KY 1769		16	2					
0.970	KY 6261		16	2					
1.089	KY 30/KY 354		116	19	2				
1.270	WESTINGHOUSE/NLHS	950	158	17	1	1			
1.792	PROFESSIONAL DRIVE	450	22	7			90		
1.957	EDGEWOOD HOMES	300	22	4					
2.250	KY 638	4,540	110	25		1	210		
3.010	KY 472	1,275	144	23			120	835	
3.877	KY 192	2,200	103	9	6	1	180	600	
TOTAL		9,895	723	110	9	3	300	300	1,435

**LAUREL COUNTY
TRAFFIC LOOP SUMMARY
FD52 063 9006 000-005
LOOP SUMMARY FOR ASPHALT PAVEMENT BIC**

INTERSECTION	SAW, SLOT AND FILL LF	LOOP WIRE LF	CONDUIT 1 INCH LF		CONDUIT 2 INCH LF		CABLE NO. 14 LF	JUNCTION TYPE EA	ROADWAY LF	REMOVE AND REPLACE SIDEWALK SQ YD	Trenching and Backfilling LF	Loop Test EA	NOTES
			CONDUIT 1 INCH LF	CONDUIT 2 INCH LF	CONDUIT 1 INCH LF	CONDUIT 2 INCH LF							
KY 30													
EB 9006	305	785	30	400	0	2300	3	0	0	0	400	5	1 6X30 STOP BAR, 4 GES LOOPS
WB 9006	310	815	30	400	0	2450	3	0	0	0	400	5	1 6X30 STOP BAR, 4 GES LOOPS
KY 30	240	595	10	30	0	625	1	0	0	0	30	2	2 6X30 STOP BAR LOOPS
TOBACCO RD	145	360	10	40	0	50	1	0	0	0	40	1	6X30 STOP BAR LOOP
Total	1000	2555	80	870	0	5425	8	0	0	0	870	13	

INTERSECTION	SAW, SLOT AND FILL LF	LOOP WIRE LF	CONDUIT 1 INCH LF		CONDUIT 2 INCH LF		CABLE NO. 14 LF	JUNCTION TYPE EA	ROADWAY LF	REMOVE AND REPLACE SIDEWALK SQ YD	Trenching and Backfilling LF	Loop Test EA	NOTES
			CONDUIT 1 INCH LF	CONDUIT 2 INCH LF	CONDUIT 1 INCH LF	CONDUIT 2 INCH LF							
N. LAUREL HIGH SCHOOL													
EB 9006	310	790	30	425	0	2345	3	0	0	0	425	5	1 6X30 STOP BAR, 4 GES LOOPS
WB 9006	300	825	30	430	0	2445	3	0	0	0	430	5	1 6X30 STOP BAR, 4 GES LOOPS
N. LAUREL HIGH SCHOOL WESTINGHOUSE	245	600	10	30	0	80	1	0	0	0	30	2	2 6X30 STOP BAR LOOPS
	240	595	10	20	0	550	1	0	0	0	20	2	2 6X30 STOP BAR LOOP
Total	1095	2810	80	905	0	5420	8	0	0	0	905	14	

INTERSECTION	SAW, SLOT AND FILL LF	LOOP WIRE LF	CONDUIT 1 INCH LF		CONDUIT 2 INCH LF		CABLE NO. 14 LF	JUNCTION TYPE EA	ROADWAY LF	REMOVE AND REPLACE SIDEWALK SQ YD	Trenching and Backfilling LF	Loop Test EA	NOTES
			CONDUIT 1 INCH LF	CONDUIT 2 INCH LF	CONDUIT 1 INCH LF	CONDUIT 2 INCH LF							
KY 638													
EB 9006	260	780	30	400	0	2295	3	0	0	0	400	5	1 6X30 STOP BAR, 4 GES LOOPS
WB 9006	250	800	30	430	0	2000	3	0	0	0	475	5	1 6X30 STOP BAR, 4 GES LOOPS
SB 638	245	600	10	50	0	80	1	0	0	0	50	2	2 6X30 STOP BAR LOOPS
NB 638	145	360	10	25	0	350	1	0	0	0	25	1	1 6X30 STOP BAR LOOP
Total	900	2540	80	905	0	4725	8	0	0	0	950	13	

INTERSECTION	SAW, SLOT AND FILL LF	LOOP WIRE LF	PVC CONDUIT			CABLE NO. 14 LF	JUNCTION TYPE EA	CONDUIT BORE & JACK OPEN CUT		REMOVE AND REPLACE SIDEWALK SQ YD	Trenching and Backfilling LF	Loop Test EA	NOTES
			1 INCH LF	1 1/4 INCH LF	2 INCH LF			ROADWAY LF	ROADWAY LF				
KY 472													
EB 9006	145	375	10	50	0	355	1	0	0	0	50	2	1 6X30 STOP BAR, 1 SETBACK
WB 9006	150	385	10	50	0	65	1	0	0	0	50	2	1 6X30 STOP BAR, 1 SETBACK
SB 472	245	600	10	25	0	425	1	0	0	0	25	2	2 6X30 STOP BAR LOOPS
NB 472	145	360	10	25	0	215	1	0	0	0	25	1	1 6X30 STOP BAR LOOP
Total	685	1720	40	150	0	1060	4	0	0	0	150	7	

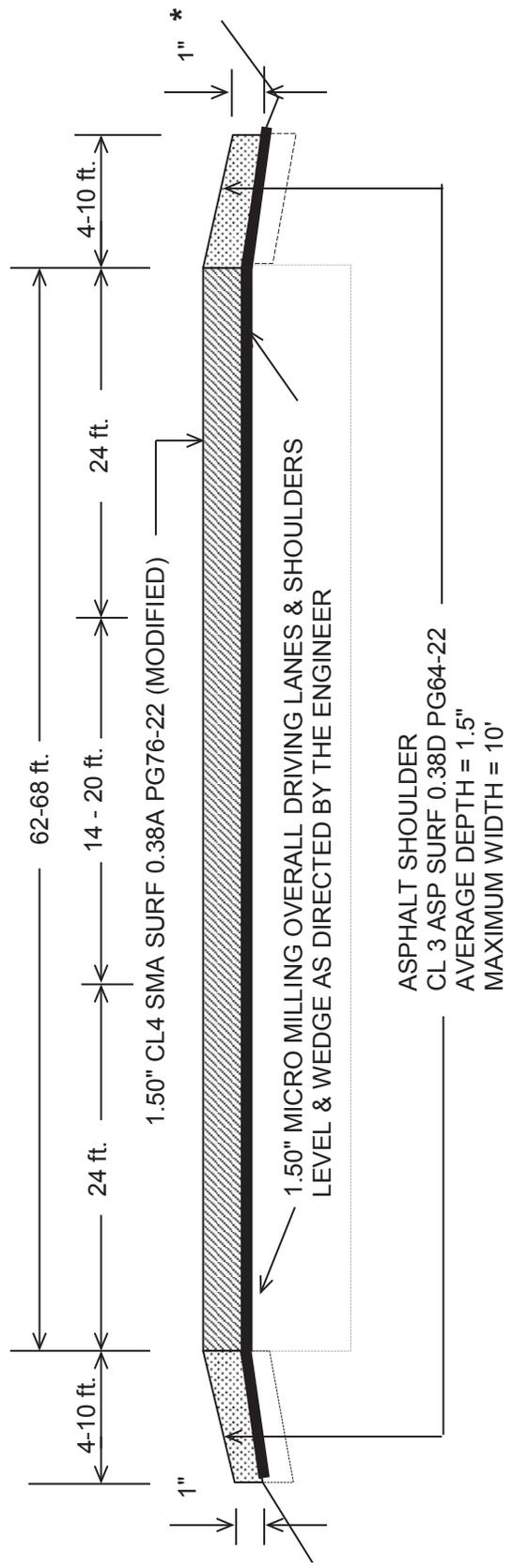
INTERSECTION	SAW, SLOT AND FILL LF	LOOP WIRE LF	PVC CONDUIT			CABLE NO. 14 LF	JUNCTION TYPE EA	CONDUIT BORE & JACK OPEN CUT		REMOVE AND REPLACE SIDEWALK SQ YD	Trenching and Backfilling LF	Loop Test EA	NOTES
			1 INCH LF	1 1/4 INCH LF	2 INCH LF			ROADWAY LF	ROADWAY LF				
KY 192													
EB 9006	155	395	10	50	0	390	1	0	0	0	50	2	1 6X30 STOP BAR, 1 SETBACK
WB 9006	175	400	10	50	0	495	1	0	0	0	50	2	1 6X30 STOP BAR, 1 SETBACK
SB 192	265	645	10	35	0	50	1	0	0	0	35	2	2 6X30 STOP BAR LOOPS
NB 192	155	365	10	25	0	350	1	0	0	0	25	1	1 6X30 STOP BAR LOOP
Total	750	1805	40	160	0	1285	4	0	0	0	160	7	

1. Quantities are for estimating purposes only. The Contractor shall field measure and inspect items to verify quantity.
 2. 2 - 1 1/4 inch conduits may be used in place of 2" conduit. Field verify conduit to match existing facilities/tie-in to poles/cabinets. specifications.
 Only replace existing conduit if damaged.

Grand Total 4,430 11,430 320 2,990 0 17,915 32 0 0 0 3,035 54

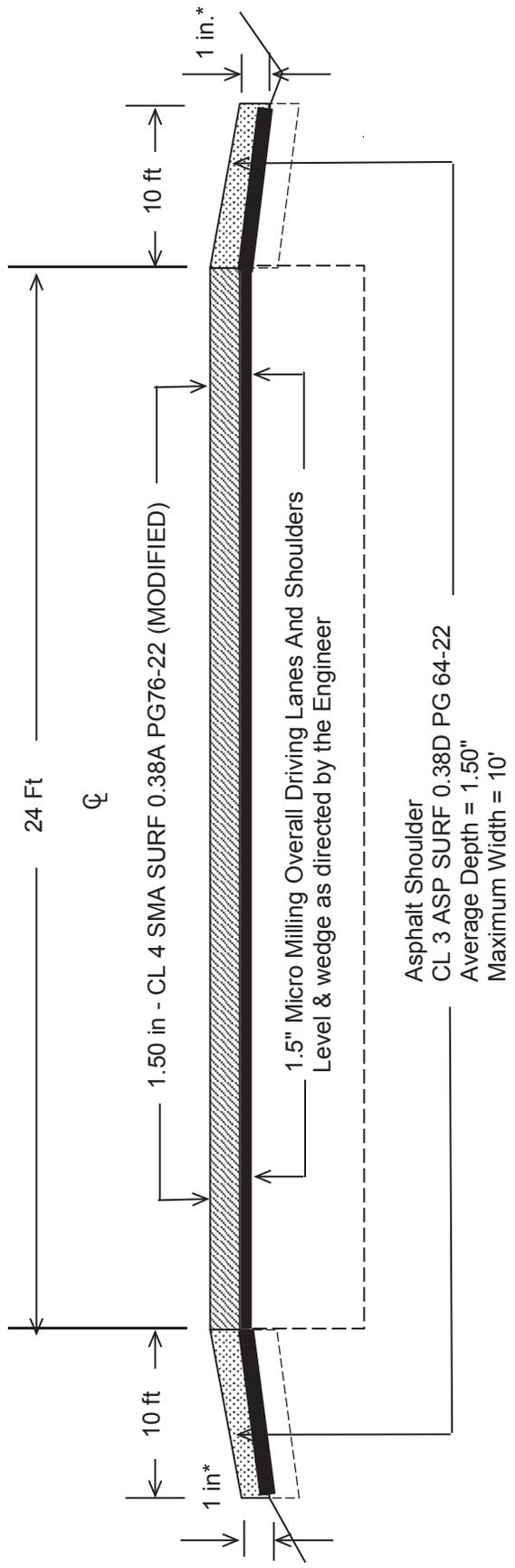
TYPICAL SECTION (4 LANE SECTION)

MILE POINT 0.100 - 1.430



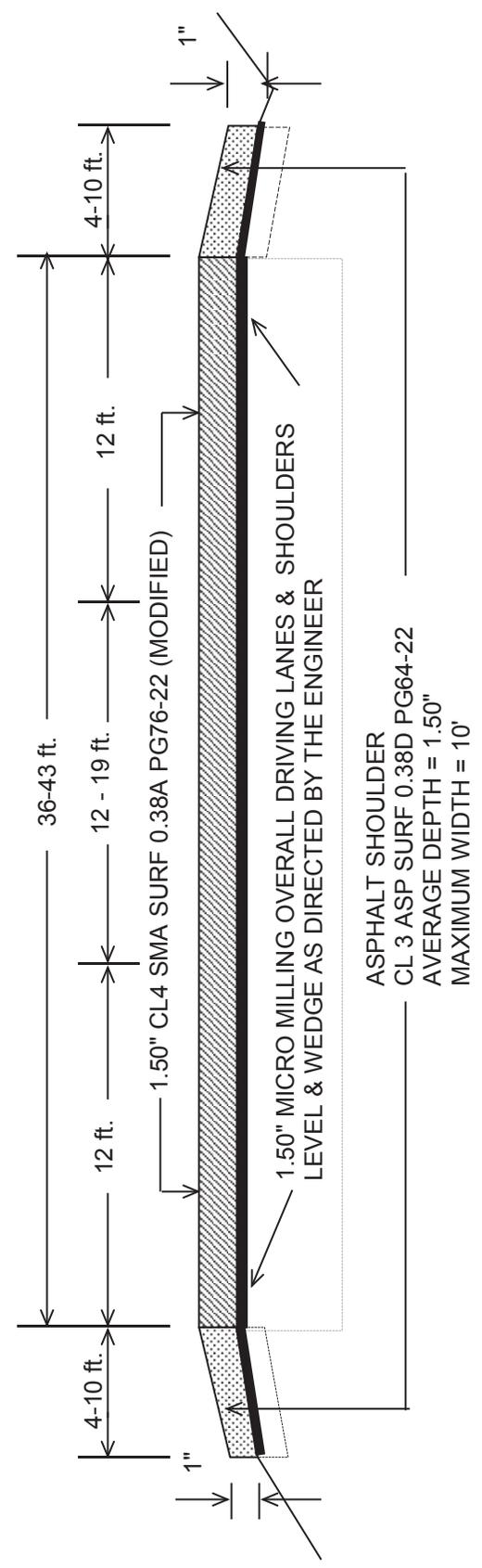
*** 1 Inch Maximum Drop-Off Where Existing Site Conditions Permit
Wedge Drop-Offs Greater Than 1 Inch With DGA**

TYPICAL SECTION
MILE POINTS 1.430 - 1.620
MILE POINTS 2.330 - 2.730
MILE POINTS 3.050 - 3.680
MILE POINTS 3.950 - 4.169



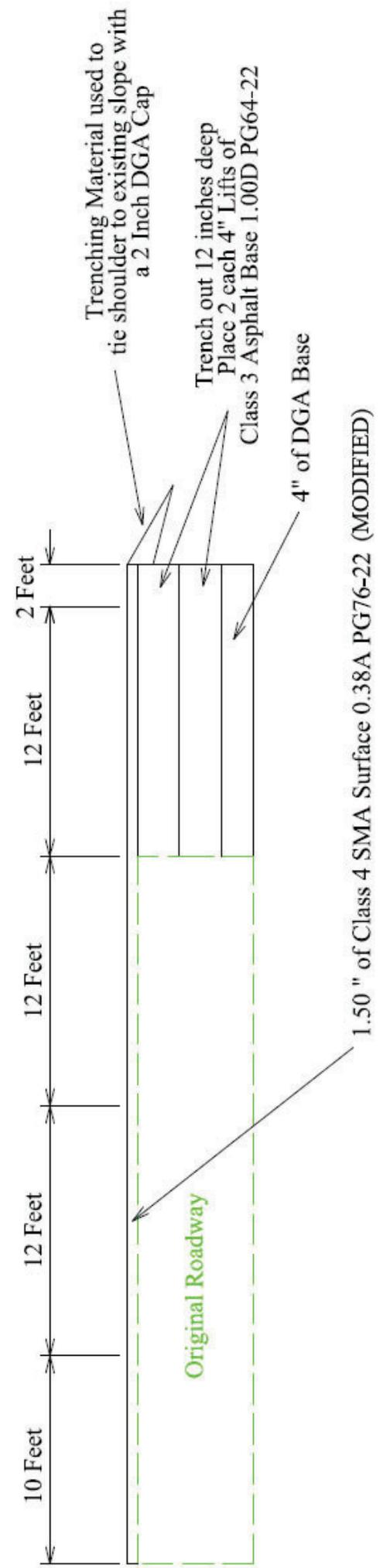
*** 1 Inch Maximum Drop-Off Where Existing Site Conditions Permit
Wedge Drop-Offs Greater Than 1 Inch With DGA**

**TYPICAL SECTION (3 LANE SECTION)
MILE POINT 1.620 - 2.330
MILE POINT 2.730 - 3.050**

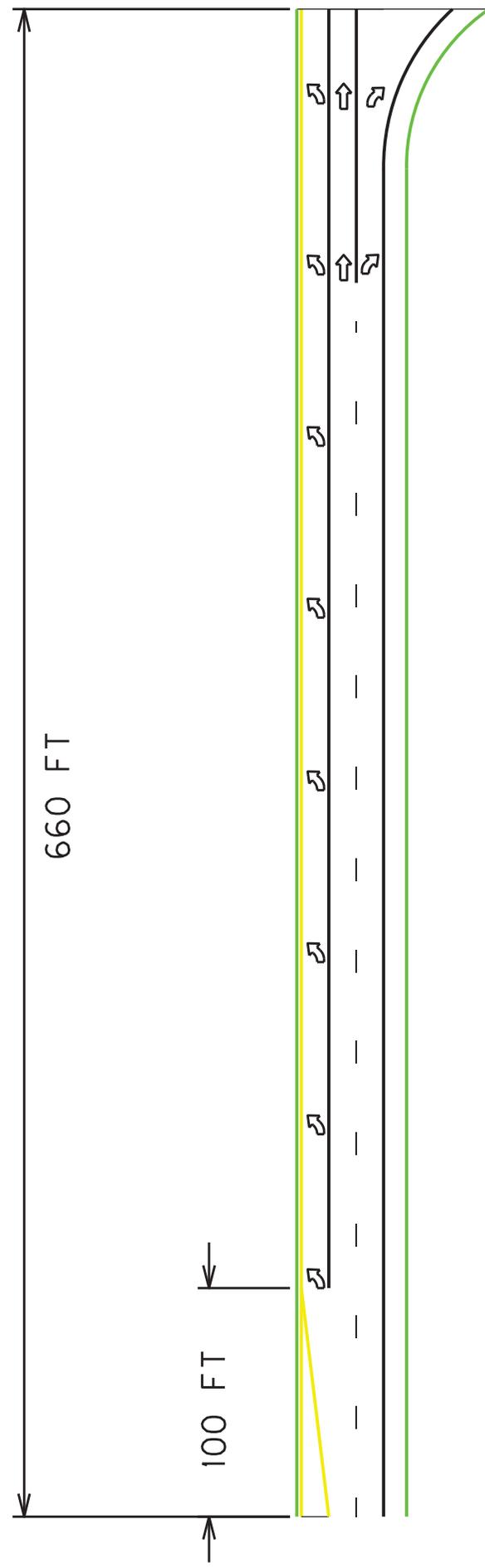


*** 1 Inch Maximum Drop-Off Where Existing Site Conditions Permit
Wedge Drop-Offs Greater Than 1 Inch With DGA**

FD52 063 9006 000-005 KY 30 TYPICAL SECTION LEFT TURNING LANE ADDITION



FD52 063 9006 000 - 005
KY 30 LAYOUT



PART II
SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

Any reference in the plans or proposal to previous editions of the *Standard Specifications for Road and Bridge Construction* and *Standard Drawings* are superseded by *Standard Specifications for Road and Bridge Construction, Edition of 2012* and *Standard Drawings, Edition of 2016*.

SUPPLEMENTAL SPECIFICATIONS

The contractor shall use the Supplemental Specifications that are effective at the time of letting.
The Supplemental Specifications can be found at the following link:

<http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx>

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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

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

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

2.3 Power.

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

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

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

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

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

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

11

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

5.0 PAYMENT. The Department will pay for the Variable Message Signs at the unit price each. The Department will not pay for signs replaced due to damage or rejection. Payment is full compensation for furnishing all materials, labor, equipment, and service necessary to, operate, move, repair, and maintain or replace the variable message signs. The Department will make payment for the completed and accepted quantities under the following:

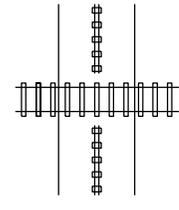
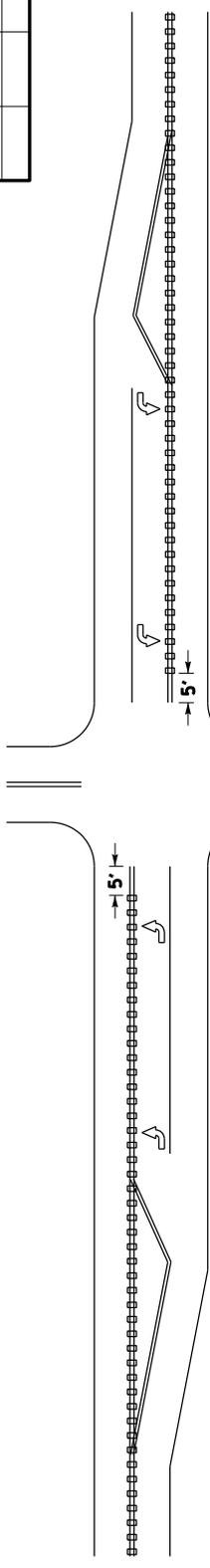
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
02671	Portable Changeable Message Sign	Each

Effective June 15, 2012

2016 KENTUCKY STANDARD DRAWINGS

EROSION CONTROL BLANKET SLOPE INSTALLATION.....	RDI-040-01
EROSION CONTROL BLANKET CHANNEL INSTALLATION.....	RDI-041-01
TEMPORARY SILT FENCE	RDX-210-03
TEMPORARY SILT FENCE WITH WOVEN WIRE FENCE FABRIC	RDX-215-01
SILT TRAP - TYPE A	RDX-220-05
SILT TRAP - TYPE B	RDX-225-01
SILT TRAP - TYPE C	RDX-230-01
CURVE WIDENING AND SUPERELEVATION TRANSITIONS.....	RGS-001-07
SUPERELEVATION FOR MULTILANE PAVEMENT.....	RGS-002-06
MISCELLANEOUS STANDARDS	RGX-001-06
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT.....	RPM-110-07
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....	TPM-100-03
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....	TPM-105-03
PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....	TPM-110-03
PAVEMENT MARKER ARRANGEMENTS TWO-LANE, TWO-WAY ROADWAYS	TPM-115-03
PAVEMENT MARKER ARRANGEMENT TWO-LANE TO FOUR-LANE TRANSITIONS	TPM-120-03
PAVEMENT MARKER ARRANGEMENT EXIT-GORE AND OFF-RAMP.....	TPM-125-03
PAVEMENT MARKER ARRANGEMENT FOR PARALLEL DECELERATION LANE.....	TPM-126
PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH TAPERED ACCELERATION LANE. TPM-130-03	
PAVEMENT MARKER ARRANGEMENT ON-RAMP WITH PARALLEL ACCELERATION LANETPM-135-03	
PAVEMENT MARKER ARRANGEMENTS TWO-WAY LEFT, TURN LANE	TPM-140-03
PAVEMENT MARKER ARRANGEMENT CHANNELIZED INTERSECTION.....	TPM-145-03
CENTERLINE RUMBLE STRIPS.....	TPM-150-02
CENTERLINE RUMBLE STRIP 4 INCH STRIPING	TPM-155-02
CENTERLINE RUMBLE STRIP 6 INCH STRIPING	TPM-160-02
SHOULDER AND EDGE LINE RUMBLE STRIP DETAILS.....	TPM-165
LANE CLOSURE TWO-LANE HIGHWAY	TTC-100-04
LANE CLOSURE MULTI-LANE HIGHWAY CASE I	TTC-115-03
DOUBLE LANE CLOSURE	TTC-125-03
SHOULDER CLOSURE.....	TTC-135-02
PAVEMENT CONDITION WARNING SIGNS	TTD-125-02
MOBILE OPERATION FOR PAINT STRIPING CASE I	TTS-100-02
MOBILE OPERATION FOR PAINT STRIPING CASE II.....	TTS-105-02
MOBILE OPERATION FOR PAINT STRIPING CASE III.....	TTS-110-02
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-02
MOBILE OPERATION FOR DURABLE STRIPING CASE I	TTS-120-02
MOBILE OPERATION FOR DURABLE STRIPING CASE II	TTS-125-02
MOBILE OPERATION FOR DURABLE STRIPING CASE III.....	TTS-130-02
MOBILE OPERATION FOR DURABLE STRIPING CASE IV.....	TTS-135-02

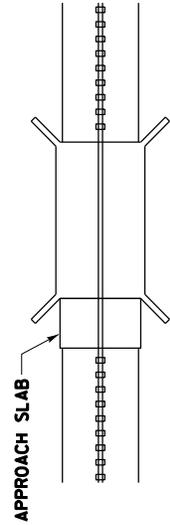
COUNTY OF	TIERING	SHEET NO.



HIGHWAY-RAIL GRADE CROSSINGS ③

INTERSECTIONS WITH LEFT-TURN LANES ①

INTERSECTIONS WITHOUT LEFT-TURN LANES ①



BRIDGE DECK/APPROACH SLAB ④

DRIVEWAYS/MINOR COMMERCIAL ENTRANCES ⑤

~ NOTES ~

- ① CENTERLINE RUMBLE STRIPS SHALL BE OMITTED THROUGH MAJOR INTERSECTIONS WITH, OR WITHOUT, LEFT-TURN LANES. OMIT THE CENTERLINE RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF THE AREA WHERE THE CENTERLINE PAVEMENT MARKINGS HAVE BEEN OMITTED (NORMALLY WHERE SIDE STREET RADIUS INTERSECTS MAINLINE).
- ② CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED THROUGH MARKED CROSSWALKS. OMIT THE CENTERLINE RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF MARKED CROSSWALKS.
- ③ CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED ACROSS HIGHWAY-RAIL GRADE CROSSINGS.
- ④ CENTERLINE RUMBLE STRIPS SHALL NOT BE INSTALLED ON BRIDGE DECKS OR APPROACH SLABS.
- ⑤ CENTERLINE RUMBLE STRIPS SHALL BE INSTALLED THROUGH DRIVEWAYS & MINOR COMMERCIAL ENTRANCES.
- 6. CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS, OR WHERE LANE WIDTHS ARE LESS THAN 11 FT.

BID ITEM AND UNIT TO BID
CENTERLINE RUMBLE STRIPS

LF

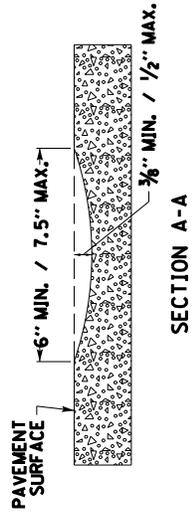
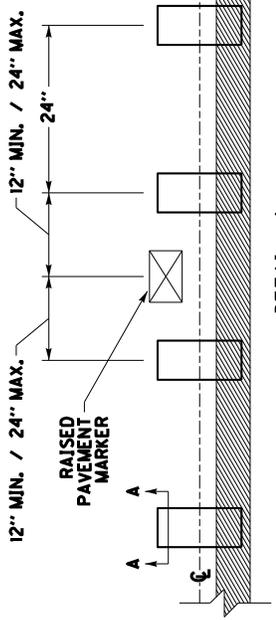
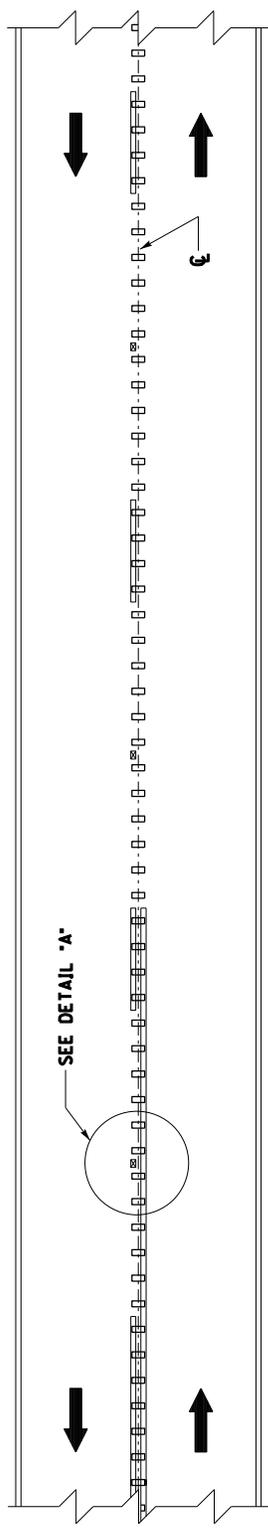
DRAWING NOT TO SCALE
USE WITH CUR. STD. DWGS.
TPM-155 AND TPM-160

KENTUCKY
DEPARTMENT OF HIGHWAYS
CENTERLINE
RUMBLE STRIPS

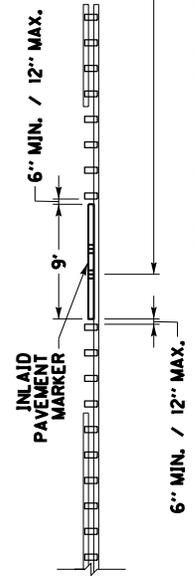
SUBMITTED: *B. [Signature]*
II-23-16
DATE
002

COUNTY OF	TIERING	SHEET NO.
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PLAN VIEW



RUMBLE STRIP DETAIL



DETAIL FOR CENTERLINE RUMBLE STRIPS WITH INLAID PAVEMENT MARKERS

NOTES

1. DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE.
2. CENTERLINE RUMBLE STRIPS SHALL BE INSTALLED IN LINE WITH THE CENTER OF THE ROADWAY AS MUCH AS POSSIBLE.
3. DISCONTINUE CENTERLINE RUMBLE STRIPS AT LEAST 12" BEFORE AND AFTER THE CENTER OF EACH RAISED PAVEMENT MARKER, AND AT LEAST 6" BEFORE AND AFTER THE GROOVE FOR EACH INLAID PAVEMENT MARKER, INSTALL AS MANY RUMBLE STRIPS AS POSSIBLE BETWEEN ADJACENT PAVEMENT MARKERS WHILE MAINTAINING THE 24" CYCLE.
4. DO NOT INSTALL CENTERLINE RUMBLE STRIPS IN AREAS INDICATED ON TPM-150.
5. CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS, OR WHERE LANE WIDTHS ARE LESS THAN 11 FT.

BID ITEM AND UNIT TO BID
CENTERLINE RUMBLE STRIPS

LF

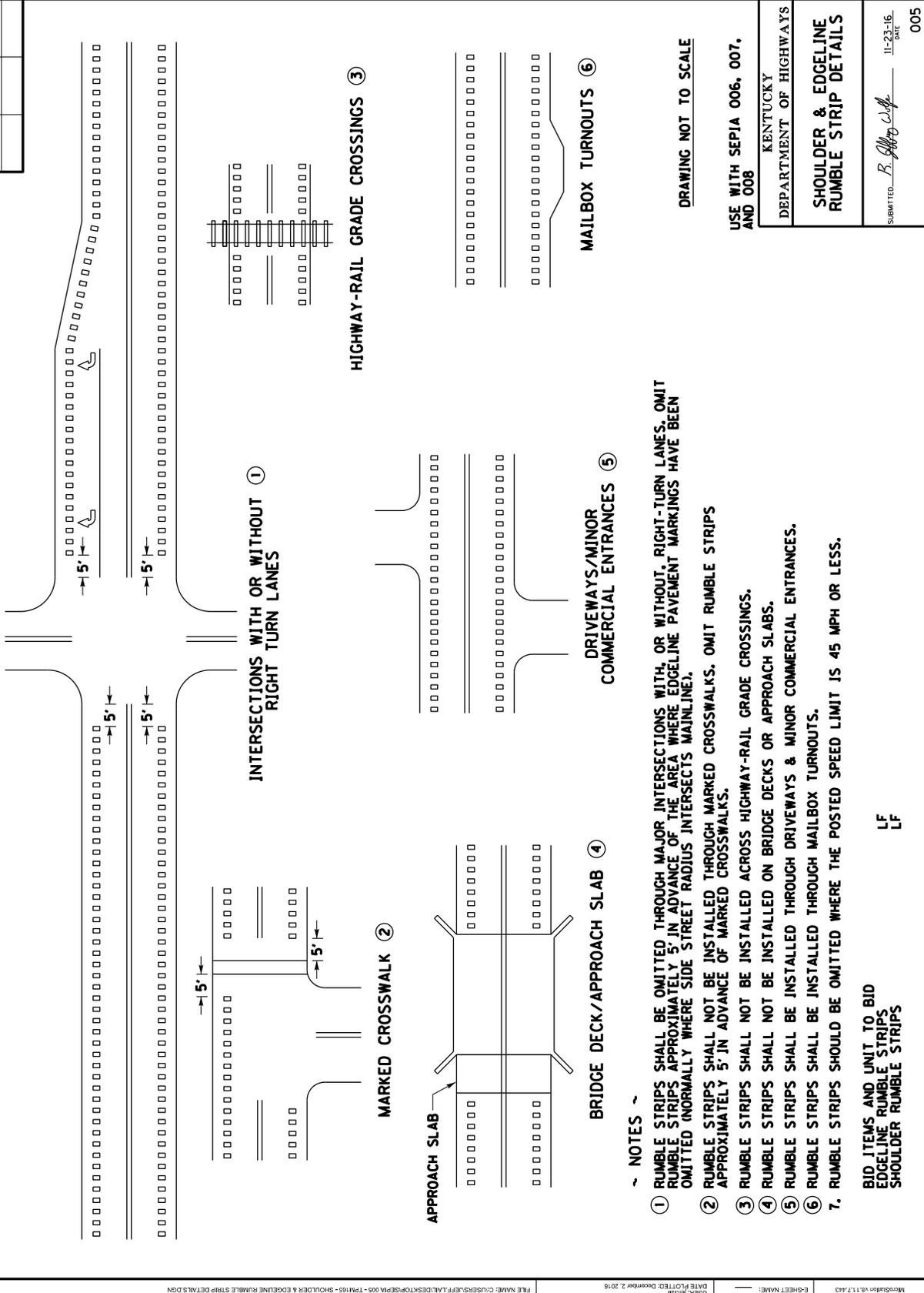
DRAWING NOT TO SCALE

USE WITH CUR. STD. DWG.
TPM-150

KENTUCKY DEPARTMENT OF HIGHWAYS
CENTERLINE RUMBLE STRIPS 6 INCH STRIPING

SUBMITTED: <i>B. [Signature]</i>	L-27-17 DATE	004
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COUNTY OF	TERRITORY	SHEET NO.



- ~ NOTES ~
- ① RUMBLE STRIPS SHALL BE OMITTED THROUGH MAJOR INTERSECTIONS WITH, OR WITHOUT, RIGHT-TURN LANES. OMIT RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF THE AREA WHERE EDGELINE PAVEMENT MARKINGS HAVE BEEN OMITTED (NORMALLY WHERE SIDE STREET RADIUS INTERSECTS MAINLINE).
 - ② RUMBLE STRIPS SHALL NOT BE INSTALLED THROUGH MARKED CROSSWALKS. OMIT RUMBLE STRIPS APPROXIMATELY 5' IN ADVANCE OF MARKED CROSSWALKS.
 - ③ RUMBLE STRIPS SHALL NOT BE INSTALLED ACROSS HIGHWAY-RAIL GRADE CROSSINGS.
 - ④ RUMBLE STRIPS SHALL NOT BE INSTALLED ON BRIDGE DECKS OR APPROACH SLABS.
 - ⑤ RUMBLE STRIPS SHALL BE INSTALLED THROUGH DRIVEWAYS & MINOR COMMERCIAL ENTRANCES.
 - ⑥ RUMBLE STRIPS SHALL BE INSTALLED THROUGH MAILBOX TURNOUTS.
 7. RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

BID ITEMS AND UNIT TO BID
EDGELINE RUMBLE STRIPS
SHOULDER RUMBLE STRIPS

LF
LF

DRAWING NOT TO SCALE

USE WITH SEP1A 006, 007,
AND 008

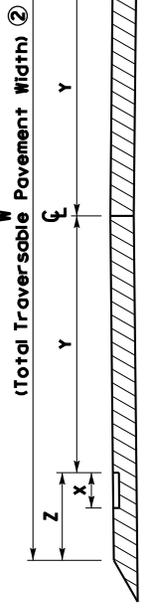
KENTUCKY
DEPARTMENT OF HIGHWAYS

**SHOULDER & EDGELINE
RUMBLE STRIP DETAILS**

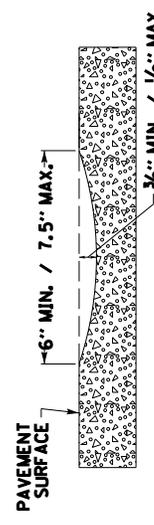
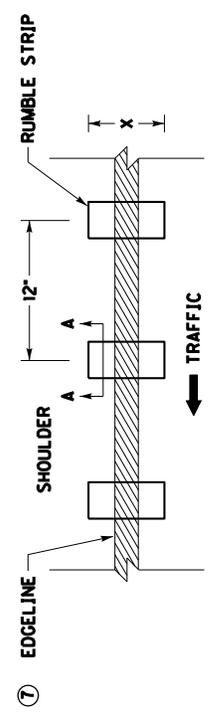
SUBMITTED: *B. [Signature]* JL-23-16
DATE

005

COUNTY OF	TIERING	SHEET NO.
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PAVEMENT CROSS-SECTION



PAVEMENT WIDTH (W) ②	RUMBLE LENGTH (X) ⑥	ELRS ONLY		CLRS & ELRS	
		LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④	LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④
20'	8"	9'	1'	N/A	N/A
21'	8"	9.5'	1'	N/A	N/A
22'	8"	10'	1'	N/A	N/A
23'	8"	10'	1.5'	N/A	N/A
24'	8"	10.5'	1.5'	N/A	N/A
25'	8"	N/A	N/A	11'	1.5'
26'	8"	N/A	N/A	11'	2'
27'	8"	N/A	N/A	11.5'	2'
28'	8"	N/A	N/A	12'	2'
29'	8"	N/A	N/A	12'	2.5'
30'	8"	N/A	N/A	12'	3'
31'	8"	N/A	N/A	12'	3.5'
32'	8"	N/A	N/A	12'	4'
33'	8"	N/A	N/A	12'	4.5'

NOTES

- EDGELINE RUMBLE STRIPS SHOULD BE INSTALLED ACCORDING TO THE DIMENSIONS PROPOSED ABOVE UNLESS THERE IS AN ENGINEERING BASIS THAT SUPPORTS A CHANGE IN DIMENSION. FOR EXAMPLE, IF THE EXISTING LANE WIDTH IS NARROWER THAN THE LANE WIDTH PROPOSED IN THIS DRAWING AND THE EXISTING SHOULDER PAVEMENT DEPTH IS NOT SUITABLE TO BE CONVERTED INTO A PORTION OF THE PROPOSED LANE WIDTH, THEN THE EXISTING LANE WIDTH SHOULD BE USED INSTEAD OF THE WIDTH PROPOSED IN THIS DRAWING.
- PAVEMENT WIDTH (W) IS THE TOTAL WIDTH OF TRAVERSABLE PAVEMENT. DO NOT INCLUDE THE WIDTH OF ANY NON-TRAVERSABLE PAVEMENT, SUCH AS PAVEMENT WEDGES, WHEN MEASURING THE PAVEMENT WIDTH (W).
- LANE WIDTH (Y) TO BE MEASURED FROM CENTER OF ROAD TO LANE SIDE EDGE OF RUMBLE STRIP.
- PAVED SHOULDER WIDTH (Z) TO BE MEASURED FROM LANE SIDE EDGE OF RUMBLE STRIP TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE. IF THE TYPICAL SECTION SHOWS A LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) THAT DIFFERS FROM THE WIDTHS LISTED IN THIS DRAWING, THE ENGINEER SHALL DETERMINE THE LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) AT THE TIME OF CONSTRUCTION.
NOTE: CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHEN THE LANE WIDTH (Y) IS LESS THAN 11 FT.
- RUMBLE LENGTH (X) MAY BE MODIFIED AS THE ENGINEER DIRECTS. IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE PROPOSED RUMBLE LENGTH (X).
- PLACE THE EDGELINE MARKING IN THE CENTER OF THE RUMBLE STRIP.
- EDGELINE RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

BID ITEM AND UNIT TO BID
EDGELINE RUMBLE STRIPS

LF

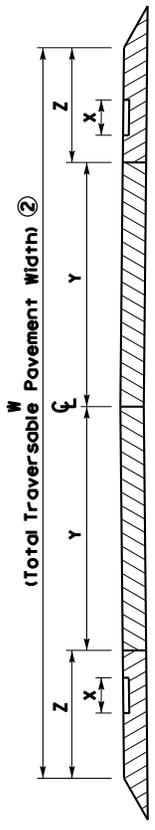
USE WITH SEPIA 005
KENTUCKY
DEPARTMENT OF HIGHWAYS
EDGELINE RUMBLE STRIP
DETAILS
TWO LANE ROADWAYS

SUBMITTED: *B. [Signature]*
DATE: 11-23-16
006

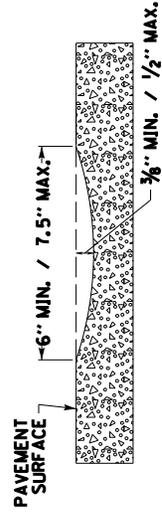
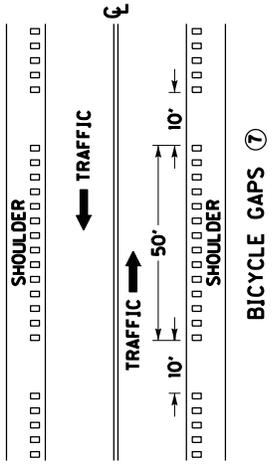
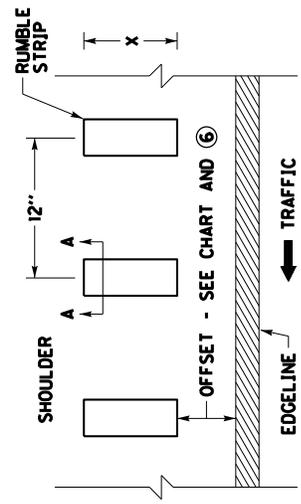
DRAWING NOT TO SCALE

COUNTY OF	TERMINI	SHEET NO.
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PAVEMENT WIDTH (W) ②	RUMBLE LENGTH (X) ⑤	OFFSET ⑥	CLRS & SRS	
			LANE WIDTH (Y) ③	SHOULDER WIDTH (Z) ④
34'	8"	6"	12'	5'
35'	8"	6"	12'	5.5'
36'	8"	6"	12'	6'
37'	12"	12"	12'	6.5'
38'	12"	12"	12'	7'
39'	12"	12"	12'	7.5'
>=40'	16"	12"	12'	>=8'



PAVEMENT CROSS-SECTION



~ NOTES ~

- SHOULDER RUMBLE STRIPS SHOULD BE INSTALLED ACCORDING TO THE DIMENSIONS PROPOSED ABOVE UNLESS THERE IS AN ENGINEERING BASIS THAT SUPPORTS A CHANGE IN DIMENSION. FOR EXAMPLE, IF THE EXISTING LANE WIDTH IS NARROWER THAN THE LANE WIDTH PROPOSED IN THIS DRAWING AND THE EXISTING SHOULDER PAVEMENT DEPTH IS NOT SUITABLE TO BE CONVERTED INTO A PORTION OF THE PROPOSED LANE WIDTH, THEN THE EXISTING LANE WIDTH SHOULD BE USED INSTEAD OF THE WIDTH PROPOSED IN THIS DRAWING. NOTE: CENTERLINE RUMBLE STRIPS SHOULD BE OMITTED WHEN THE LANE WIDTH (Y) IS LESS THAN 11 FT.
- PAVEMENT WIDTH (W) IS THE TOTAL WIDTH OF TRAVERSABLE PAVEMENT. DO NOT INCLUDE THE WIDTH OF ANY NON-TRAVERSABLE PAVEMENT, SUCH AS PAVEMENT WEDGES, WHEN MEASURING THE PAVEMENT WIDTH (W).
- LANE WIDTH (Y) TO BE MEASURED FROM CENTER OF ROAD TO CENTER OF EDGE LINE STRIPE.
- PAVED SHOULDER WIDTH (Z) TO BE MEASURED FROM CENTER OF EDGE LINE STRIPE TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT. DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE. IF THE TYPICAL SECTION SHOWS A LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) THAT DIFFERS FROM THE WIDTHS LISTED IN THIS DRAWING, THE ENGINEER SHALL DETERMINE THE LANE WIDTH (Y) AND/OR SHOULDER WIDTH (Z) AT THE TIME OF CONSTRUCTION.
- RUMBLE LENGTH (X) AND/OR OFFSET DISTANCE MAY BE MODIFIED AS THE ENGINEER DIRECTS, IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE COMBINED WIDTH OF THE PROPOSED RUMBLE LENGTH (X) AND OFFSET DISTANCE.
- ALL SHOULDER RUMBLE STRIPS ALONG SHOULDERS THAT ARE 5' OR WIDER SHOULD INCLUDE BICYCLE GAPS AS DETAILED.
- SHOULDER RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS.

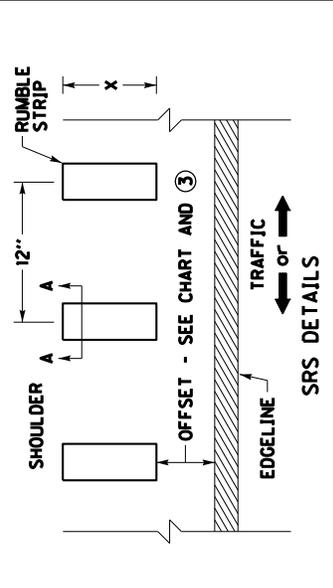
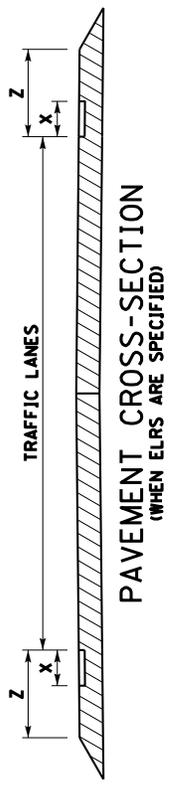
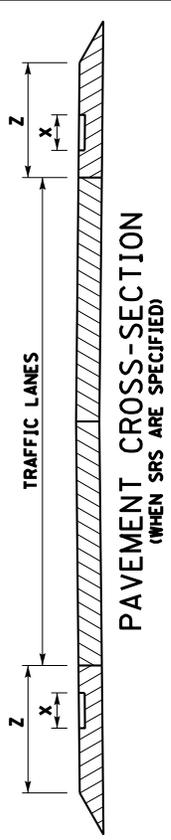
BID ITEM AND UNIT TO BID
SHOULDER RUMBLE STRIPS

LF

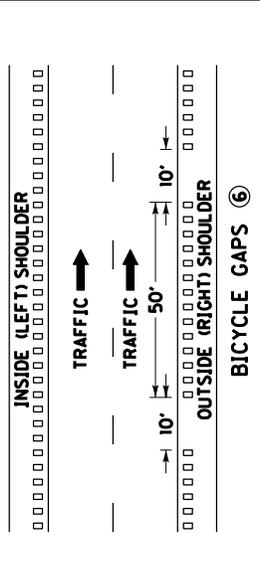
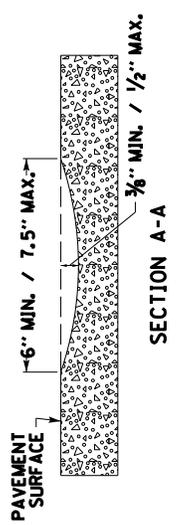
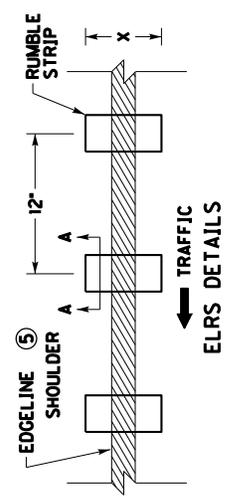
USE WITH SEPIA 005
KENTUCKY
DEPARTMENT OF HIGHWAYS
SHOULDER RUMBLE STRIP
DETAILS
TWO LANE ROADWAYS
SUBMITTED: *B. [Signature]*
DATE: 11-23-16
007

DRAWING NOT TO SCALE

COUNTY OF	TITLING	SHEET NO.



SHOULDER WIDTH (Z) ②	RUMBLE TYPE ①	RUMBLE LENGTH (X) ③	OFFSET ④
>1'	ELRS	8"	N/A
2'	ELRS-N/A SRS-6"	8"	ELRS-N/A SRS-6"
3'	ELRS or SRS	8"	ELRS-N/A SRS-6"
4'	ELRS or SRS	8"	ELRS-N/A SRS-6"
5'	SRS ⑥	8"	6"
6'	SRS ⑥	8"	6"
7'	SRS ⑥	12"	12"
>8'	SRS ⑥	16"	12"



NOTES ~

- FOR MULTI-LANE ROADWAYS, THE RUMBLE TYPE TO BE INSTALLED IS BASED ON SHOULDER WIDTH (Z), FOR SHOULDER WIDTHS OF 2', 3', AND 4'. THE RUMBLE TYPE MAY BE SPECIFIED AS EITHER EDGELINE RUMBLE STRIPS (ELRS) OR SHOULDER RUMBLE STRIPS (SRS). IN THESE SITUATIONS, THE RUMBLE TYPE TO BE INSTALLED WILL BE SPECIFIED IN THE PLANS, PROPOSAL, AND/OR BID ITEMS, OR AS DIRECTED BY THE ENGINEER.
- WHEN ELRS ARE SPECIFIED, SHOULDER WIDTH (Z) IS FROM LANE SIDE EDGE OF RUMBLE STRIP TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- WHEN SRS ARE SPECIFIED, SHOULDER WIDTH (Z) IS FROM CENTER OF EDGELINE STRIPE TO OUTSIDE EDGE OF TRAVERSABLE PAVEMENT.
- RUMBLE LENGTH (X) AND/OR OFFSET DISTANCE MAY BE MODIFIED AS THE ENGINEER DIRECTS. IF THE SHOULDER WIDTH (Z) IS EQUAL TO OR LESS THAN THE COMBINED WIDTH OF THE PROPOSED RUMBLE LENGTH (X) AND OFFSET DISTANCE.
- DISTANCES SHOWN ARE APPROXIMATE. MAINTAIN RUMBLE STRIP DIMENSIONS AND SPACING AS MUCH AS POSSIBLE.
- WHEN ELRS ARE SPECIFIED, THE EDGELINE MARKING SHALL BE PLACED IN THE CENTER OF THE RUMBLE STRIP.
- SHOULDER RUMBLE STRIPS (SRS) ALONG OUTSIDE (RIGHT) SHOULDERS THAT ARE 5' OR WIDER SHOULD INCLUDE BICYCLE GAPS AS DETAILED. BICYCLE GAPS ARE NOT REQUIRED ON INSIDE (LEFT) SHOULDERS. BICYCLE GAPS SHALL NOT BE USED ON INTERSTATES AND PARKWAYS.
- RUMBLE STRIPS SHOULD BE OMITTED WHERE THE POSTED SPEED LIMIT IS 45 MPH OR LESS, OR WHEN THE SHOULDER WIDTH IS LESS THAN 1 FT.

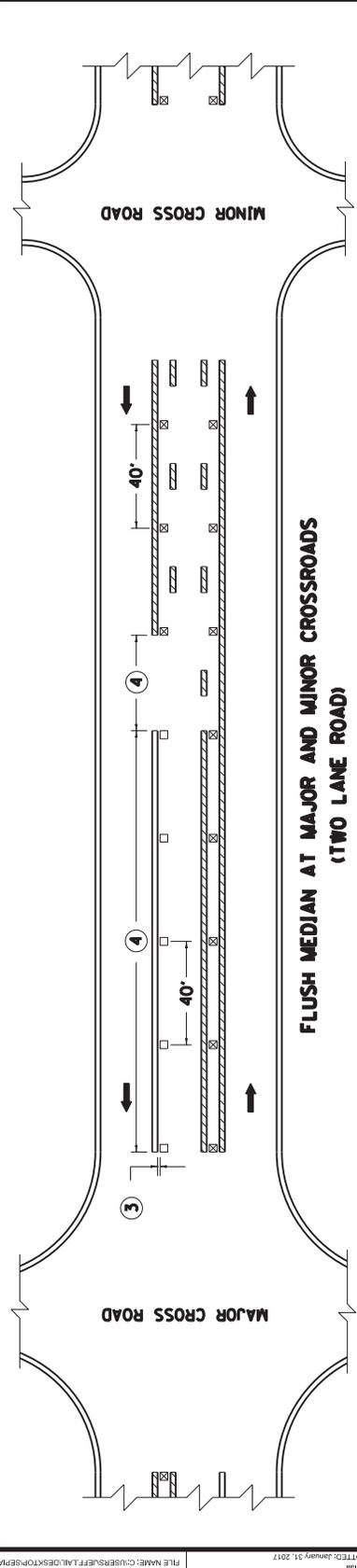
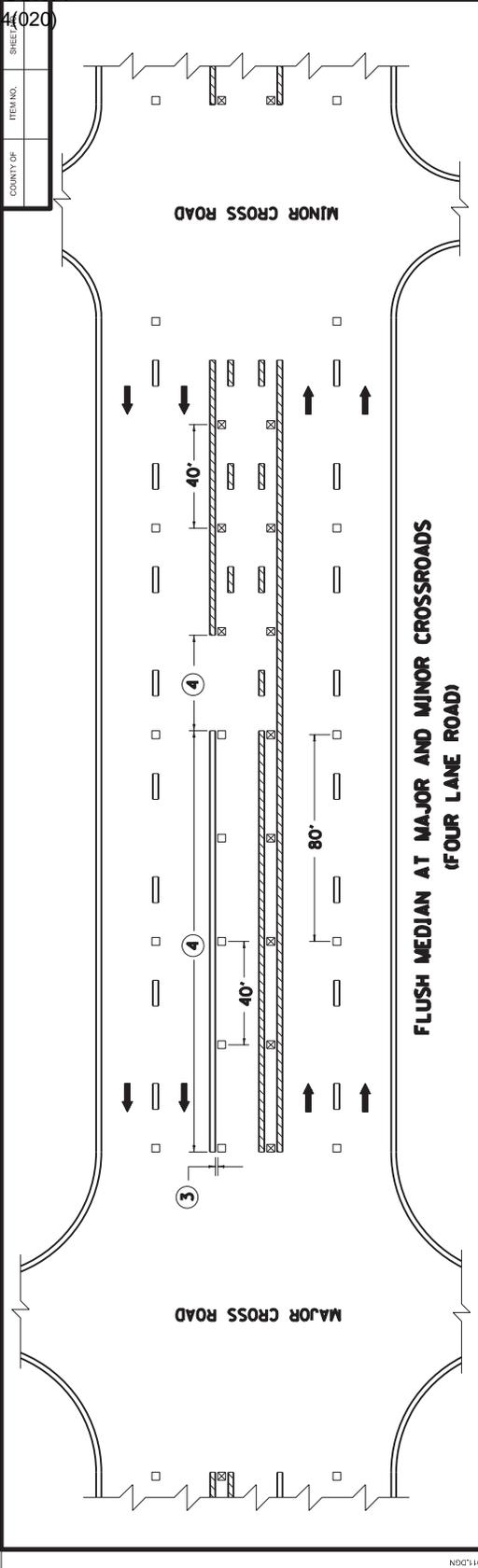
BID ITEMS AND UNIT TO BID
SHOULDER RUMBLE STRIPS
EDGELINE RUMBLE STRIPS

LF
LF

USE WITH SEPIA 005
KENTUCKY
DEPARTMENT OF HIGHWAYS
RUMBLE STRIP DETAILS
MULTI-LANE ROADWAYS
AND RAMPS

SUBMITTED: *B. [Signature]* JL-23-16
DATE

008



NOTES

1. MARKERS INSTALLED AT DOUBLE YELLOW CENTERLINES SHALL BE PLACED BETWEEN THE TWO LINES.
2. MARKERS INSTALLED ALONG LANE LINES OR DASHED YELLOW CENTERLINES SHALL BE PLACED BETWEEN AND IN LINE WITH THE SKIPS.
3. MARKERS INSTALLED ALONG EDGE LINES SHALL BE PLACED SO THAT THE NEAR EDGE OF THE CASTING/GROOVE IS NO MORE THAN 1" FROM THE NEAR EDGE OF THE LINE.
4. LENGTH TO BE DETERMINED ON A PROJECT BY PROJECT BASIS.
5. MARKERS SHALL NOT BE INSTALLED ON TOP OF THE PAVEMENT JOINT. OFFSET MARKERS A MINIMUM OF 2" FROM THE PAVEMENT JOINT. ENSURE THAT THE FINISHED LINE OF MARKERS IS STRAIGHT WITH MINIMAL LATERAL DEVIATION. MARKERS MAY BE ELIMINATED OR PLACEMENT ADJUSTED AT THE DISCRETION OF THE ENGINEER.

BID ITEMS AND UNIT TO BID
PAVEMENT MARKER TYPE V (B-W/R, B-Y/R, BY, MW, MY) EACH
INLAID PAVEMENT MARKER EACH

LEGEND

- ☒ BI-DIRECTIONAL (YELLOW)
- ☐ MONO-DIRECTIONAL (WHITE)
- ▨ MARKINGS (YELLOW)
- ▭ MARKINGS (WHITE)

DRAWING NOT TO SCALE

KENTUCKY
DEPARTMENT OF HIGHWAYS

PAVEMENT MARKER ARRANGEMENTS
TWO-WAY, LEFT TURN LANE

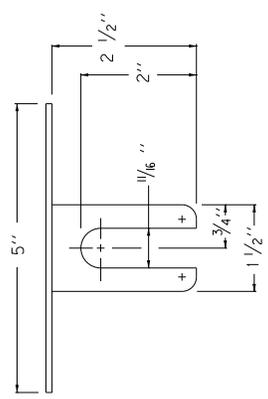
SUBMITTED: *R. G. G. G.* 1-30-17
DATE

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COUNTY OF	ITEM NO.	SHEET NO.

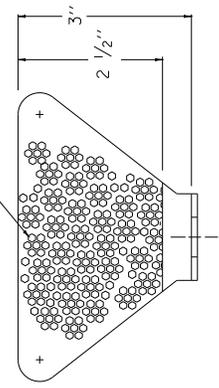
~ NOTES ~

- BID ITEMS AND UNIT TO BID
 DELINEATOR FOR GUARDRAIL B/W EACH
 DELINEATOR FOR GUARDRAIL M/W EACH
 DELINEATOR FOR GUARDRAIL M/Y EACH
1. DELINEATORS SHALL BE MEASURED AND PAID FOR AT THE CONTRACT UNIT PRICE EACH AND SHALL INCLUDE ALL MATERIALS AND LABOR NECESSARY FOR ONE COMPLETE INSTALLATION.
 2. DELINEATOR SHAPE AND DIMENSIONS ARE SHOWN FOR ILLUSTRATION PURPOSES ONLY. TYPES OF DELINEATORS PERMITTED SHALL BE FROM THE LIST OF APPROVED MATERIALS.
 3. GUARDRAIL DELINEATORS SHALL BE REQUIRED ON ALL GUARDRAIL.
 4. DELINEATORS SHALL NOT BE INSTALLED WITHIN THE PAY LIMITS OF THE END TREATMENT.
 5. DELINEATORS SHALL BE MANUFACTURED FROM 12 GA. GALVANIZED STEEL.
 6. DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MANUFACTURER'S TOLERANCES.
 7. WHEN CONCRETE BARRIERS EXTEND ACROSS BRIDGE STRUCTURES IN LIEU OF STEEL BEAM GUARDRAIL, DELINEATORS SHALL BE INSTALLED AT SAME VERTICAL ALIGNMENT AS ON THE GUARDRAIL, AND DELINEATORS SHALL COMPLY WITH CURRENT STANDARD DRAWING RBM-020.
 8. DELINEATORS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

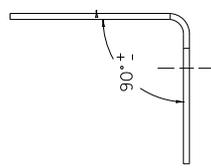


PLAN VIEW

TYPE IX SHEETING,
YELLOW OR WHITE

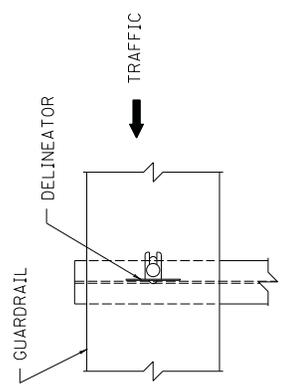


FRONT VIEW

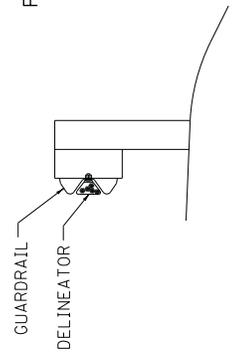


SIDE VIEW

DIMENSIONS SHOWN ARE FOR ONE VERSION OF A WEB-MOUNTED GUARDRAIL DELINEATOR. DELINEATORS WITH ALTERNATE DIMENSIONS MAY BE CONSIDERED FOR INCLUSION ON THE APPROVED PRODUCTS LIST.

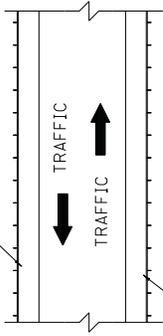


FRONT VIEW

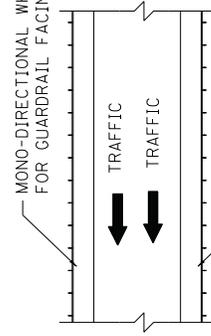


SIDE VIEW

BI-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC



BI-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC



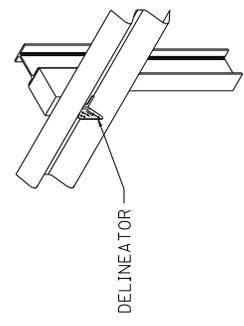
MONO-DIRECTIONAL WHITE DELINEATOR FOR GUARDRAIL FACING TRAFFIC

MONO-DIRECTIONAL YELLOW DELINEATOR FOR GUARDRAIL FACING TRAFFIC

PLACEMENT OF DELINEATORS FOR GUARDRAIL

APPROXIMATE DELINEATOR SPACING	
TANGENT	100'
CURVE	50'

SPACING SHOULD BE ADJUSTED IN CURVES SO THAT SEVERAL DELINEATORS ARE ALWAYS SIMULTANEOUSLY VISIBLE TO THE ROAD USER.

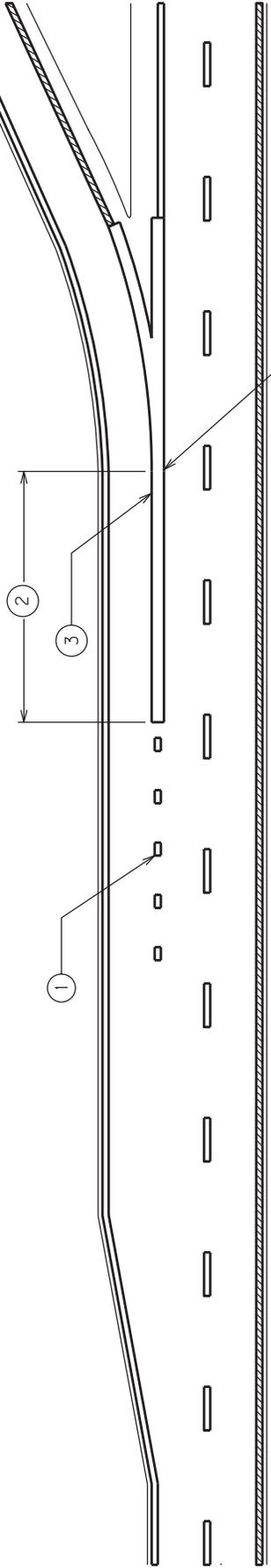


ISOMETRIC VIEW
USE WITH CUR. STD. DWGS.
RBM-020, RBR-060

KENTUCKY	
DEPARTMENT OF HIGHWAYS	
DELINEATORS FOR GUARDRAIL	
SUBMITTED: <i>Mark P. Pickett</i> DIRECTOR DIVISION OF DESIGN	JL-17-17 DATE
	032

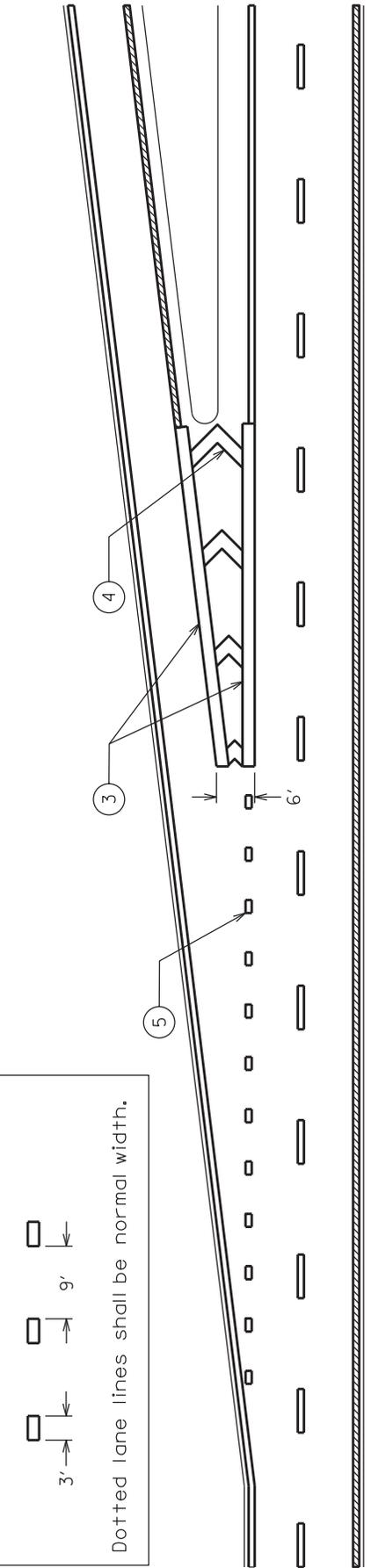
COUNTY OF	ITEM NO.	SHEET NO.

PARALLEL ACCELERATION LANE



THEORETICAL GORE

TAPERED ACCELERATION LANE



DOTTED LANE LINE DIMENSIONS:

3' → ← 3' 9' → ← 9'

Dotted lane lines shall be normal width.

- ① IN A PARALLEL ACCELERATION LANE, DOTTED LANE LINES SHALL BE INSTALLED FOR AT LEAST HALF THE LENGTH OF THE FULL-WIDTH ACCELERATION LANE PLUS TAPER MEASURED FROM THE THEORETICAL GORE. DOTTED EXTENSIONS MAY BE INSTALLED THROUGH THE TAPER IF DESIRED.
- ② WIDE SOLID LINE SHALL EXTEND DOWNSTREAM FROM THE THEORETICAL GORE FOR AT LEAST 1/4 THE LENGTH OF THE FULL-WIDTH ACCELERATION LANE PLUS TAPER.
- ③ 12" WIDE SOLID WHITE CHANNELIZATION LINES.
- ④ GORE AREA CHEVRON MARKINGS ARE OPTIONAL ON ENTRANCE RAMPS. SEE SEPIA 045 FOR DETAILS ON CHEVRON MARKINGS.
- ⑤ IN A TAPERED ACCELERATION LANE, DOTTED EXTENSIONS MAY BE INSTALLED AS SHOWN.

LEGEND	
MARKINGS	WHITE
	YELLOW

KENTUCKY
DEPARTMENT OF HIGHWAYS

TYPICAL ENTRANCE RAMP MARKINGS FOR INTERSTATES AND PARKWAYS

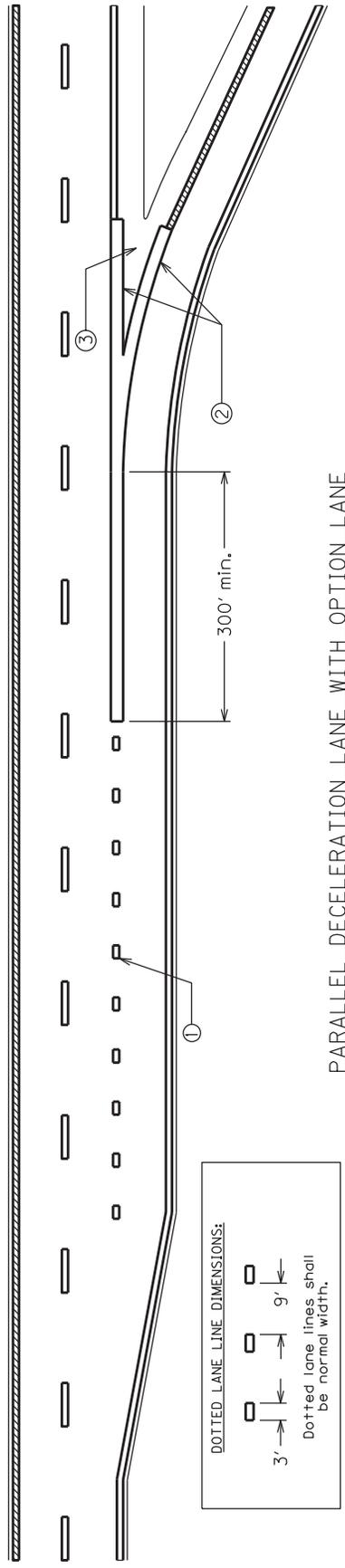
SUBMITTED: *R. [Signature]* DATE: 11-30-18

039

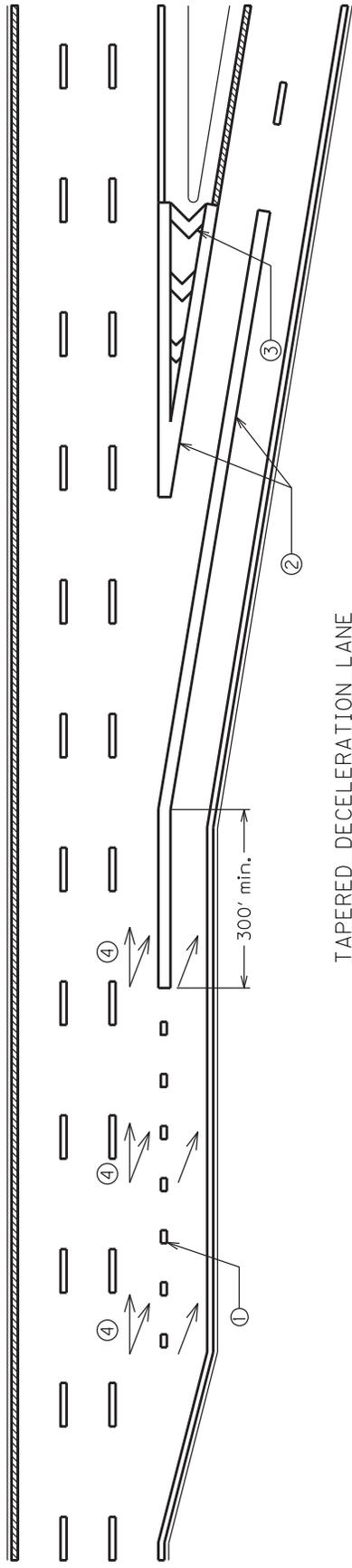
DRAWING NOT TO SCALE

COUNTY OF	ITEM NO.	SHEET NO.

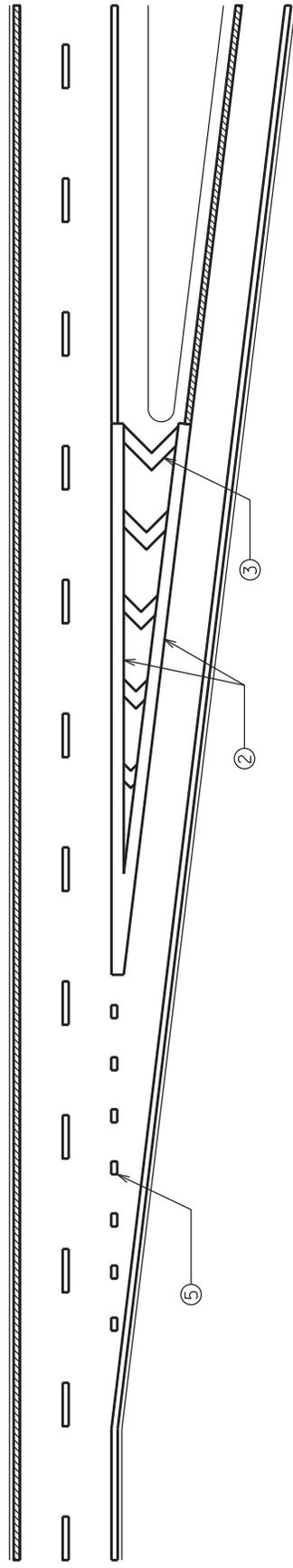
PARALLEL DECELERATION LANE



PARALLEL DECELERATION LANE WITH OPTION LANE



TAPERED DECELERATION LANE



- ① NORMAL WIDTH DOTTED LANE LINES SHALL BE USED ALONG THE FULL-WIDTH SECTION OF A PARALLEL DECELERATION LANE. IF DESIRED, EXTENSION LINES MAY BE USED ALONG THE TAPER.
- ② 12" WIDE SOLID CHANNELIZATION LINE.
- ③ CORE AREA CHEVRON MARKINGS SHOULD BE USED IN ACCORDANCE WITH SEPIA 045.
- ④ LANE USE ARROWS MAY BE USED WHEN THERE IS AN OPTION LANE. IF USED, A MINIMUM OF THREE ARROWS PER LANE SHOULD BE PLACED AS SHOWN AND SPACED AT APPROXIMATELY 1/4 MILE.
- ⑤ FOR TAPERED DECELERATION LANES, DOTTED EXTENSIONS MAY BE INSTALLED AS SHOWN.

DRAWING NOT TO SCALE

LEGEND	
MARKINGS	WHITE
	YELLOW

KENTUCKY
DEPARTMENT OF HIGHWAYS

TYPICAL EXIT RAMP MARKINGS FOR INTERSTATES AND PARKWAYS

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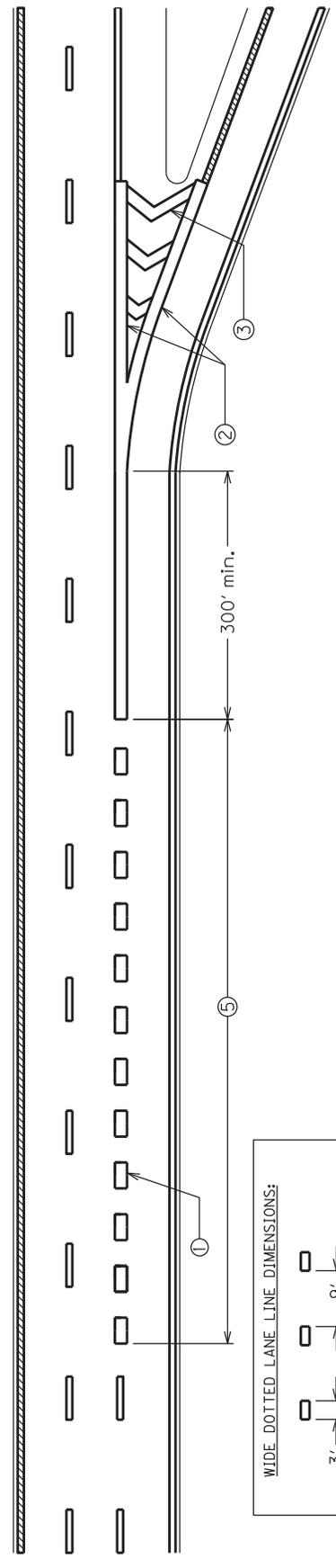
DATE 11-30-18

SUBMITTED *R. [Signature]*

Page 1 of 2

COUNTY OF	ITEM NO.	SHEET NO.

SINGLE-LANE LANE DROP

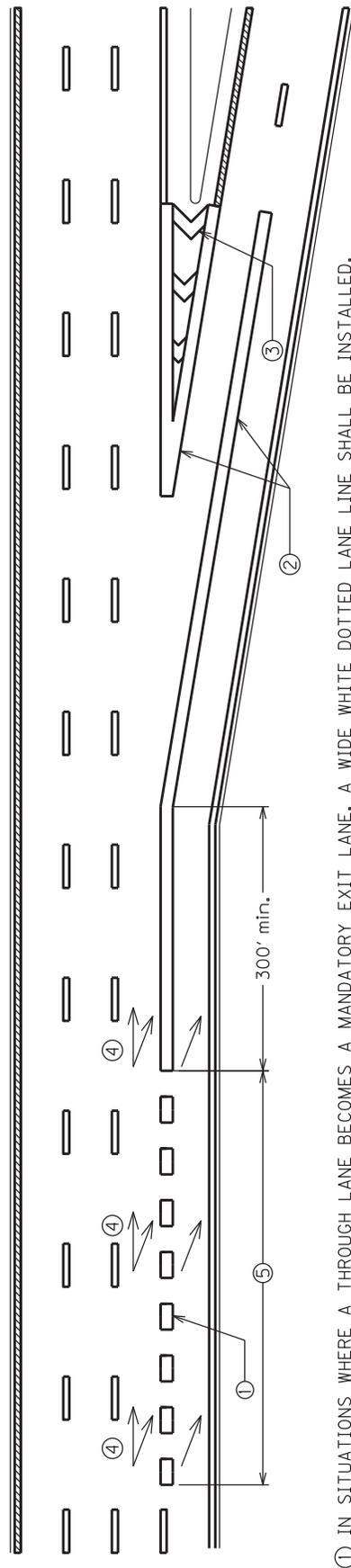


WIDE DOTTED LANE LINE DIMENSIONS:

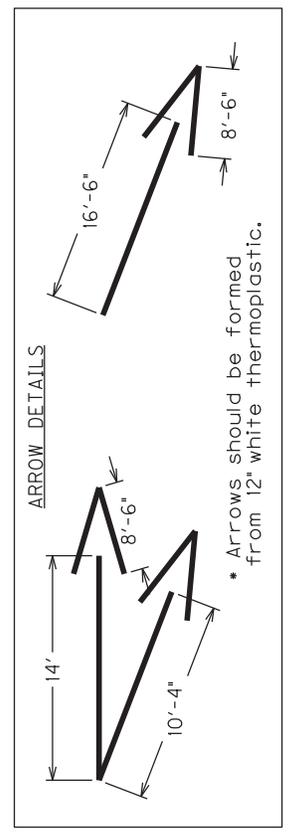
3' → [Symbol] → 3' [Symbol] → 9' → [Symbol]

Dotted lane lines shall be twice the normal width in lane drop scenarios.

LANE DROP WITH AN OPTION LANE



- ① IN SITUATIONS WHERE A THROUGH LANE BECOMES A MANDATORY EXIT LANE, A WIDE WHITE DOTTED LANE LINE SHALL BE INSTALLED.
- ② 12" WIDE SOLID CHANNELIZATION LINE.
- ③ CORE AREA CHEVRON MARKINGS SHALL BE USED IN LANE DROP SCENARIOS AND WHERE AN INTERSTATE OR PARKWAY SPLITS. SEE SEPIA 045 FOR DETAILS ON GORE AREA CHEVRON MARKINGS.
- ④ LANE USE ARROWS MAY BE USED WHEN THERE IS AN OPTION LANE. A MINIMUM OF THREE ARROWS PER LANE SHOULD BE PLACED AS SHOWN AND SPACED AT APPROXIMATELY 1/4 MILE.
- ⑤ DOTTED LANE LINES SHOULD EXTEND BACK AN APPROXIMATE DISTANCE OF 1/2 MILE FROM THE THEORETICAL GORE.



DRAWING NOT TO SCALE

LEGEND	
MARKINGS	WHITE
[Symbol]	YELLOW

KENTUCKY
 DEPARTMENT OF HIGHWAYS

TYPICAL EXIT RAMP MARKINGS FOR INTERSTATES AND PARKWAYS

11-30-16
 DATE

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ITEM NO.	

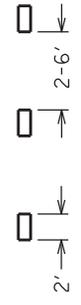
STRIPING NOTES:

- ARROWS SHALL BE USED IN ANY EXCLUSIVE TURN LANES.
- IN A SINGLE TURN LANE, DOTTED WHITE LINE EXTENSIONS MAY BE USED THROUGH THE TAPER OF THE TURN LANE.
- IF USED, DOTTED WHITE LANE LINE EXTENSIONS SHALL BE NORMAL WIDTH, AND SHOULD BE 2' LONG, WITH A GAP OF 2-6' BETWEEN EACH LINE.
- IN DUAL TURN LANES, DOTTED WHITE LANE LINE EXTENSIONS SHOULD BE USED THROUGH THE TAPER OF THE TURN LANE. BOTH SOLID LINES FORMING THE TURN LANES SHALL BEGIN AT THE DOWNSTREAM END OF THE TAPER.

ARROW SPACING NOTES:

- IN SINGLE-DIRECTION TURN LANES, ARROWS SHOULD BE SPACED AS FOLLOWS:
- AT LEAST TWO ARROWS SHOULD BE USED IN EACH TURN LANE. HOWEVER, IF A TURN LANE IS LESS THAN 80' IN LENGTH, THE DOWNSTREAM ARROW MAY BE ELIMINATED.
- THE FIRST UPSTREAM ARROW SHALL BE PLACED AT THE BEGINNING OF THE SOLID LINE FOR THE TURN LANE.
- THE LAST DOWNSTREAM ARROW SHOULD BE PLACED 40' FROM THE STOP BAR.
- ANY ADDITIONAL ARROWS SHOULD BE EVENLY SPACED. SPACING SHOULD NOT EXCEED 80'.
- ARROW SPACING AND NUMBER OF ARROWS MAY VARY BASED ON SITE CONDITIONS.

DOTTED EXTENSION DIMENSIONS:



Dotted extensions shall be normal width.

KENTUCKY
DEPARTMENT OF HIGHWAYS

TYPICAL MARKINGS FOR TURN LANES

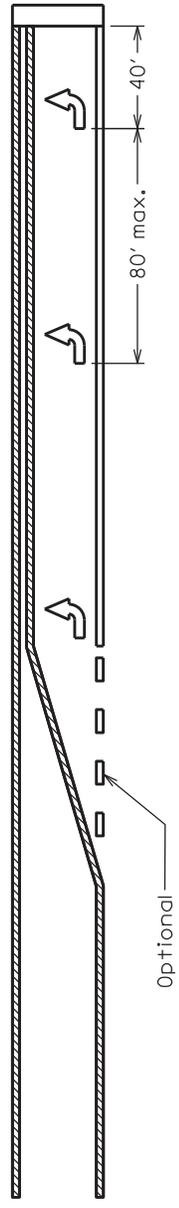
SUBMITTED: *R. [Signature]* DATE: 11-30-18 **042**

DRAWING NOT TO SCALE

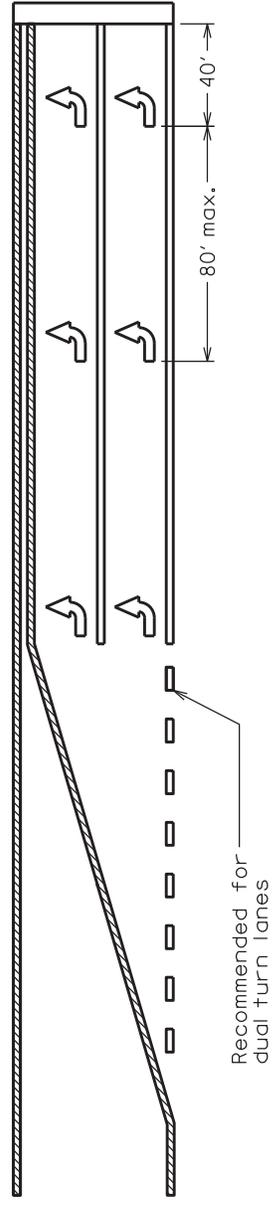
LEGEND

MARKINGS	WHITE
	YELLOW

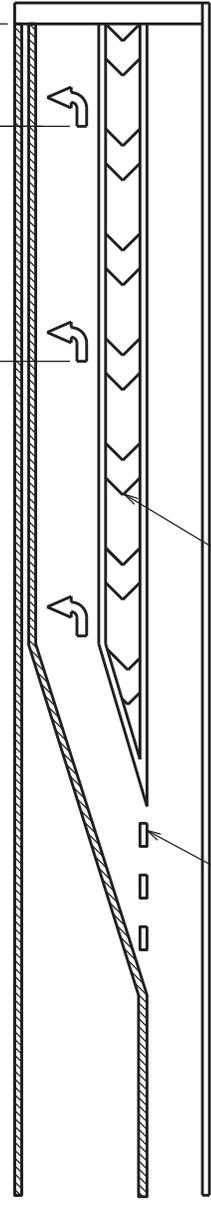
Single turn lane



Dual turn lane



Offset turn lane



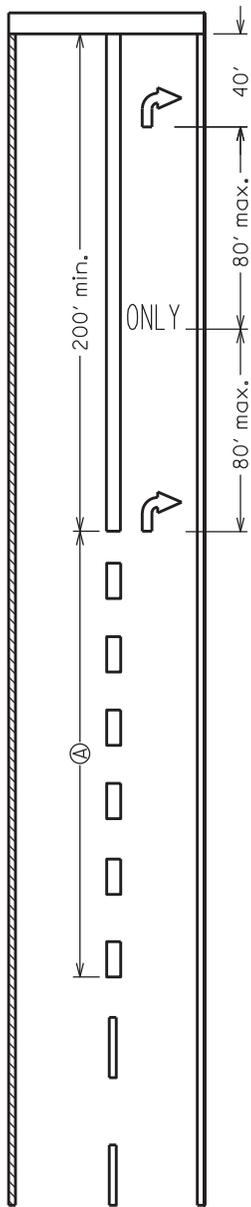
Chevron markings shall be used for offsets greater than 6'. Follow crosshatching guidelines shown in Sepia 046 for dimensions and spacing.

COUNTY OF	ITEM NO.	SHEET NO.

LANE_DROP_MARKINGS_NOTES:

IN SITUATIONS WHERE A THROUGH LANE BECOMES A MANDATORY TURN LANE, THE FOLLOWING GUIDELINES APPLY:
 -A WIDE SOLID LINE SHOULD EXTEND BACK A MINIMUM OF 200' FROM THE STOP BAR.
 -A WIDE, DOTTED LINE SHALL EXTEND FROM THE END OF THE SOLID LINE BACK A MINIMUM OF THE DISTANCE SHOWN IN THE CHART (A). THESE LINES SHALL BE 3' LONG, WITH A SPACE OF 9' BETWEEN LINES.
 -ALTERNATING ARROWS AND "ONLY" WORD MESSAGES SHALL BE USED, WITH THE FIRST AND LAST MARKING BEING AN ARROW.
 -ALTERNATING ARROWS AND "ONLY" WORD MESSAGES SHOULD BE SPACED EVENLY, FOLLOWING GUIDELINES FOR ARROW SPACING. THESE SYMBOLS SHALL EXTEND BACK AT LEAST TO THE END OF THE SOLID STRIPE, BUT MAY BE EXTENDED BACK FARTHER IF ADDITIONAL GUIDANCE IS NEEDED.

Lane_drop_scenario



Speed Limit	(A)
25	125'
35	245'
45	540'
55	660'
65	780'

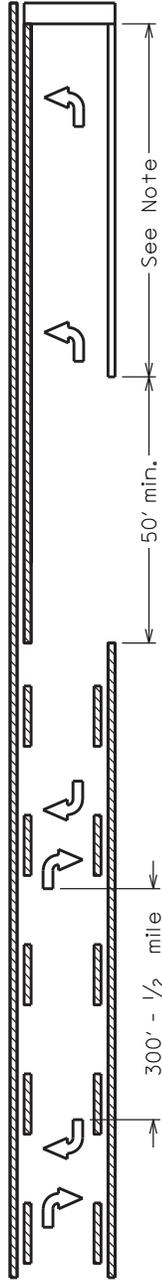
WIDE_DOTTED_LANE_LINE_DIMENSIONS:

Dotted lane lines shall be twice the normal width in lane drop scenarios.

TWO-WAY LEFT-TURN LANE NOTES:

IN A TWO-WAY LEFT-TURN LANE, THE FOLLOWING GUIDELINES APPLY:
 -ONE SET OF ARROWS SHOULD BE PLACED AT OR NEAR THE BEGINNING OF THE TWO-WAY LEFT-TURN LANE.
 -ADDITIONAL SETS OF ARROWS SHOULD BE PLACED THROUGHOUT THE TWO-WAY LEFT-TURN LANE IF LEFT TURN MOVEMENTS ARE EXPECTED. THEY SHOULD BE SPACED NO LESS THAN 300' AND NO MORE THAN 1/2 MILE.
 -THE SPACING BETWEEN EACH ARROW IN A SINGLE ARROW SET SHOULD BE 16 FEET.
 -TWO-WAY LEFT-TURN LANES SHALL TERMINATE IN A DEDICATED LEFT-TURN LANE AT A SIGNALIZED INTERSECTION. THEY MAY TERMINATE IN A DEDICATED LEFT-TURN LANE AT OTHER LOCATIONS IF DEEMED NECESSARY.
 -CONTACT TRAFFIC ENGINEER FOR RECOMMENDED DISTANCE FOR LEFT TURN STORAGE AT INTERSECTIONS.
 -REFER TO THE TRAFFIC OPERATIONS GUIDANCE MANUAL SECTION TO-504 FOR MORE GUIDANCE ON TWO-WAY LEFT-TURN LANES.

Two-way_left-turn_lane



TWTL_ARROW_DETAILS:

DRAWING NOT TO SCALE

LEGEND

MARKINGS	WHITE
	YELLOW

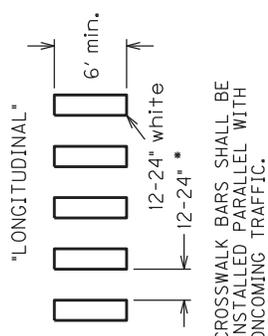
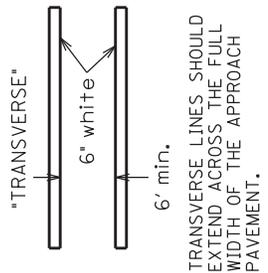
KENTUCKY DEPARTMENT OF HIGHWAYS

TYPICAL MARKINGS FOR TURN LANES

SUBMITTED: *R. [Signature]* DATE: 11-30-18 **043**

COUNTY OF _____
SHEET NO. _____

CROSSWALK DETAIL

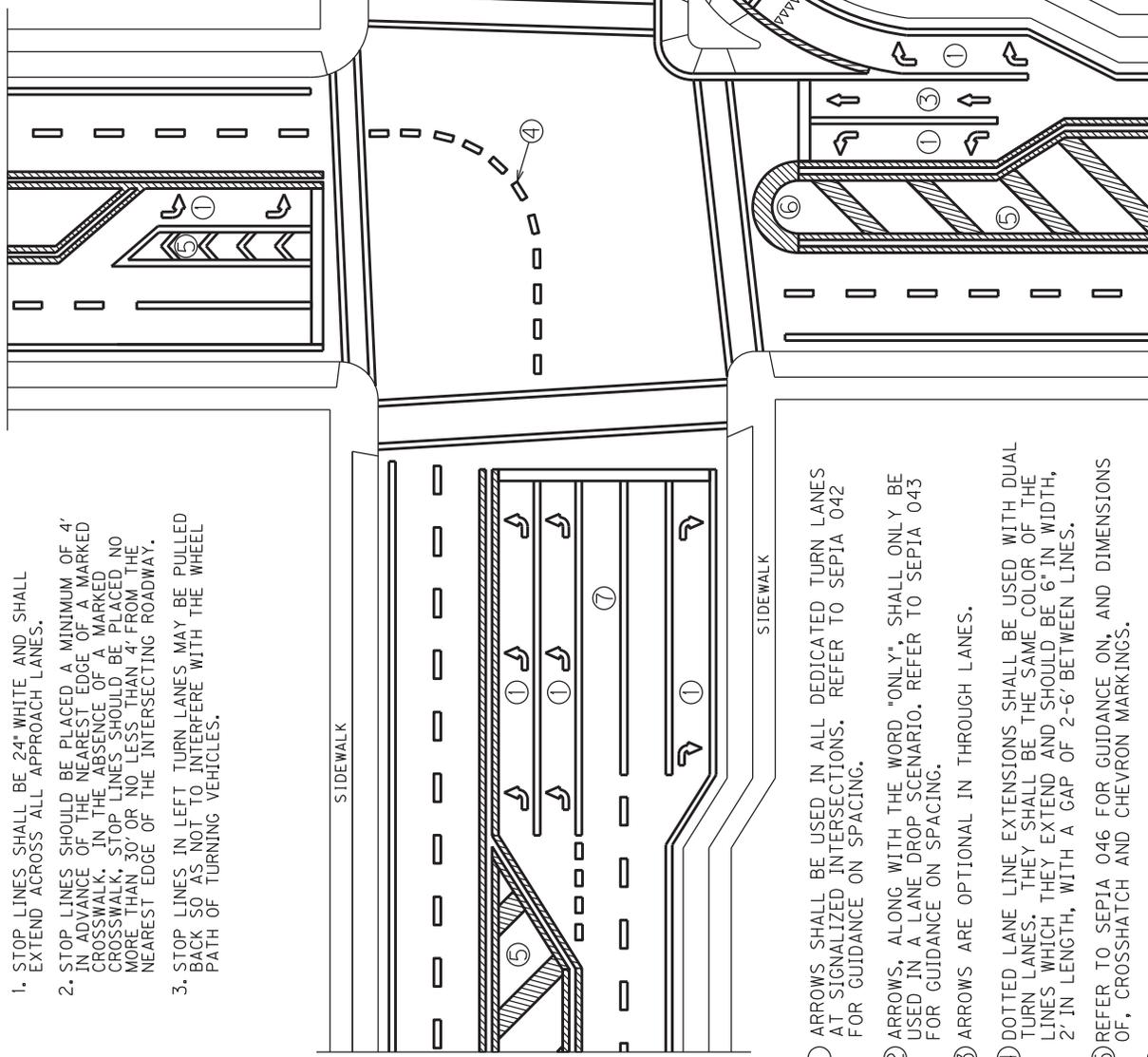


TRANSVERSE LINES MAY BE COMBINED WITH LONGITUDINAL LINES TO FORM A 'LADDER-STYLE' CROSSWALK.

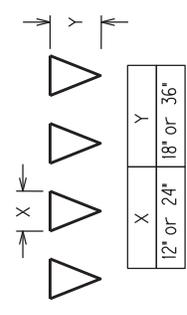
*SPACING OF BARS SHOULD BE MODIFIED SO AS TO AVOID TIRE PATHS OF APPROACHING VEHICLES.

STOP LINE NOTES

1. STOP LINES SHALL BE 24" WHITE AND SHALL EXTEND ACROSS ALL APPROACH LANES.
2. STOP LINES SHOULD BE PLACED A MINIMUM OF 4' IN ADVANCE OF THE NEAREST EDGE OF A MARKED CROSSWALK. IN THE ABSENCE OF A MARKED CROSSWALK, STOP LINES SHOULD BE PLACED NO MORE THAN 30' OR NO LESS THAN 4' FROM THE NEAREST EDGE OF THE INTERSECTING ROADWAY.
3. STOP LINES IN LEFT TURN LANES MAY BE PULLED BACK SO AS NOT TO INTERFERE WITH THE WHEEL PATH OF TURNING VEHICLES.



YIELD LINE DETAIL



NOTE: SPACING BETWEEN TRIANGLES SHOULD BE 3-12"

DRAWING NOT TO SCALE

LEGEND	
MARKINGS	WHITE
	YELLOW

- ① ARROWS SHALL BE USED IN ALL DEDICATED TURN LANES AT SIGNALIZED INTERSECTIONS. REFER TO SEPIA 042 FOR GUIDANCE ON SPACING.
- ② ARROWS, ALONG WITH THE WORD "ONLY", SHALL ONLY BE USED IN A LANE DROP SCENARIO. REFER TO SEPIA 043 FOR GUIDANCE ON SPACING.
- ③ ARROWS ARE OPTIONAL IN THROUGH LANES.
- ④ DOTTED LANE LINE EXTENSIONS SHALL BE USED WITH DUAL TURN LANES. THEY SHALL BE THE SAME COLOR OF THE LINES WHICH THEY EXTEND AND SHOULD BE 6" IN WIDTH, 2-IN LENGTH, WITH A GAP OF 2-6' BETWEEN LINES.
- ⑤ REFER TO SEPIA 046 FOR GUIDANCE ON, AND DIMENSIONS OF, CROSSHATCH AND CHEVRON MARKINGS.
- ⑥ REFER TO SEPIA 046 FOR GUIDANCE ON MEDIAN NOSES.
- ⑦ SOLID LINE SEPARATING THROUGH LANES SHOULD EXTEND BACK A MINIMUM OF 50' FROM THE STOP BAR.

*NOTE: OTHER THAN LONGITUDINAL STRIPING, ALL MARKINGS SHOWN ON THIS DRAWING SHOULD BE THERMOPLASTIC.

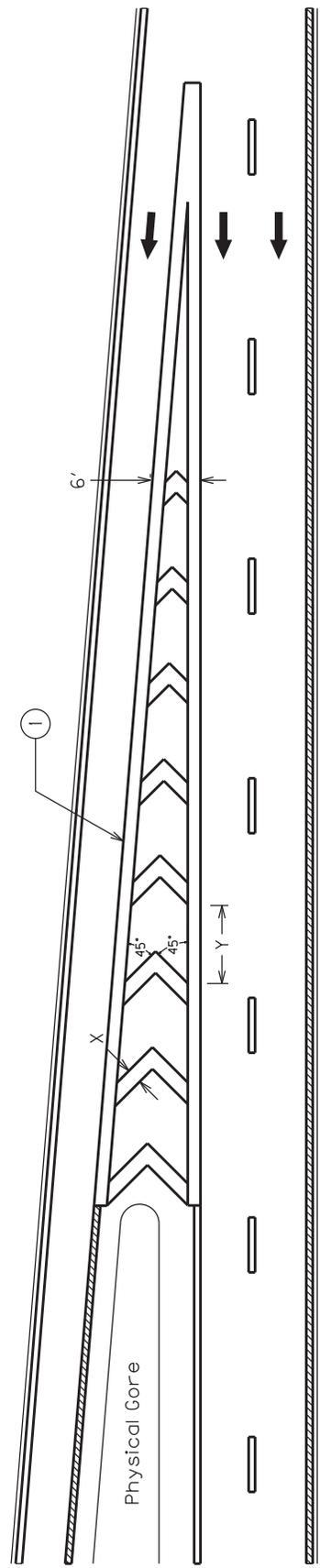
KENTUCKY
DEPARTMENT OF HIGHWAYS

TYPICAL MARKINGS AT SIGNALIZED INTERSECTIONS

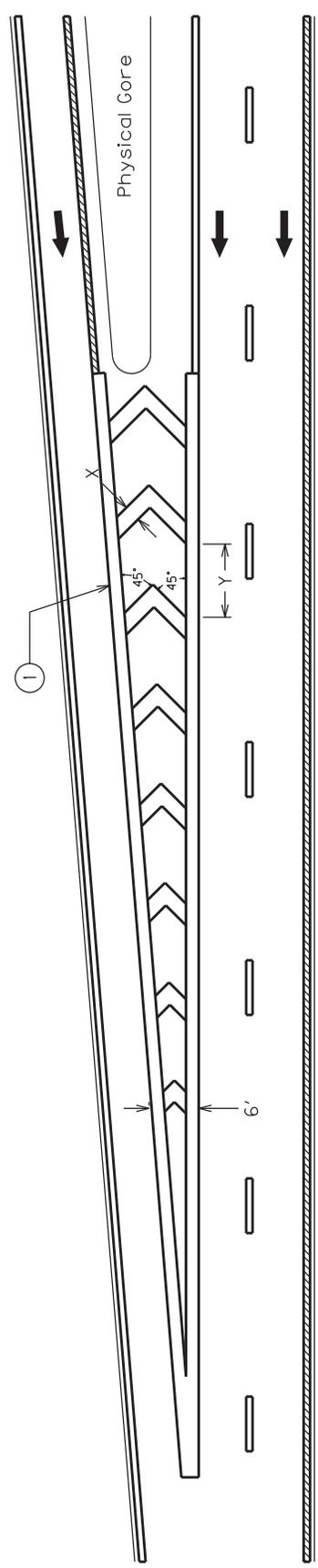
SUBMITTED *R. [Signature]* DATE **04/16**

COUNTY OF	ITEM NO.	SHEET NO.

TYPICAL EXIT RAMP GORE MARKINGS



TYPICAL ENTRANCE RAMP GORE MARKINGS



- 1 12" SOLID WHITE LINE TO BE INSTALLED AS SHOWN. THIS LINE SHOULD TERMINATE AT THE PHYSICAL GORE.
- 2 CHEVRON MARKINGS SHOULD BEGIN WHEN THE 12" WHITE CHANNELIZING LINES ARE APPROXIMATELY 6' APART.
- 3 A MINIMUM OF THREE CHEVRON MARKINGS SHOULD BE USED. IF AT LEAST THREE MARKINGS WILL NOT FIT INTO THE GORE AREA, NO CHEVRON MARKINGS SHOULD BE PLACED.
- 4 THE MINIMUM CHEVRON MARKING WIDTH (X) SHOULD BE 2'. THE MINIMUM SPACING BETWEEN CHEVRON MARKINGS (Y) SHOULD BE 20'. THESE DIMENSIONS MAY BE INCREASED. FOR EACH ADDITIONAL 1' OF WIDTH (X), INCREASE THE SPACING (Y) BY 10'.
- 5 GORE AREA CHEVRON MARKINGS SHALL BE THERMOPLASTIC.

DRAWING NOT TO SCALE

LEGEND	
MARKINGS	
▭	WHITE
▨	YELLOW

KENTUCKY
DEPARTMENT OF HIGHWAYS

TYPICAL MARKINGS FOR GORE AREAS

SUBMITTED: *R. [Signature]* 11-30-18 DATE
045

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

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

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

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

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 thirty-six (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

Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50

CEMENT MASON.....	\$ 21.25	8.50
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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
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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, Walk-behind 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.....	\$ 19.92	9.57
Bridges.....	\$ 23.92	10.07

PLUMBER.....\$ 22.52 7.80

POWER EQUIPMENT OPERATOR:

Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

GROUP 1: Auto Patrol, Batch 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.....	\$ 23.40	14.50
Driver on Mixer Trucks (All Types).....	\$ 23.45	14.50
Driver on Pavement Breakers.	\$ 23.55	14.50
Driver, Euclid and Other Heavy Earth Moving Equipment and Low Boy.....	\$ 24.31	14.50
Driver, Winch Truck and A- Frame when used in Transporting Materials.....	\$ 23.30	14.50
Greaser on Greasing Facilities.....	\$ 24.40	14.50
Truck Mechanic.....	\$ 23.50	14.50
Truck Tender and Warehouseman.....	\$ 23.20	14.50

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at 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.

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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 PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
4.5%	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 Laurel County.

PART IV
INSURANCE

INSURANCE

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

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

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

PART V
BID ITEMS

PROPOSAL BID ITEMS

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Report Date 3/19/19

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	275.00	TON		\$	
0020	00190		LEVELING & WEDGING PG64-22	435.00	TON		\$	
0030	00214		CL3 ASPH BASE 1.00D PG64-22 (KY 30 APPROACH)	500.00	TON		\$	
0040	00339		CL3 ASPH SURF 0.38D PG64-22	3,700.00	TON		\$	
0050	00356		ASPHALT MATERIAL FOR TACK	100.00	TON		\$	
0060	00397		CL4 SMA SURF 0.38A PG76-22 (MODIFIED) (REVISED: 3-19-19)	11,050.00	TON		\$	
0070	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0080	02677		ASPHALT PAVE MILLING & TEXTURING (MICRO MILLING)	14,510.00	TON		\$	
0090	06427		TRENCHING (KY 30 APPROACH - 14' WIDE x 12" DEEP)	760.00	LF		\$	
0100	06514		PAVE STRIPING-PERM PAINT-4 IN	1,320.00	LF		\$	
0110	06542		PAVE STRIPING-THERMO-6 IN W	55,000.00	LF		\$	
0120	06543		PAVE STRIPING-THERMO-6 IN Y	45,000.00	LF		\$	
0130	06546		PAVE STRIPING-THERMO-12 IN W	525.00	LF		\$	
0140	06547		PAVE STRIPING-THERMO-12 IN Y	75.00	LF		\$	
0150	06556		PAVE STRIPING-DUR TY 1-6 IN W (ON BRIDGE DECKS)	725.00	LF		\$	
0160	06557		PAVE STRIPING-DUR TY 1-6 IN Y (ON BRIDGE DECKS)	660.00	LF		\$	
0170	06568		PAVE MARKING-THERMO STOP BAR-24IN	723.00	LF		\$	
0180	06569		PAVE MARKING-THERMO CROSS-HATCH (YELLOW)	9,895.00	SQFT		\$	
0190	06573		PAVE MARKING-THERMO STR ARROW	9.00	EACH		\$	
0200	06574		PAVE MARKING-THERMO CURV ARROW	110.00	EACH		\$	
0210	06575		PAVE MARKING-THERMO COMB ARROW	3.00	EACH		\$	
0220	06600		REMOVE PAVEMENT MARKER TYPE V	1,500.00	EACH		\$	
0230	10020NS		FUEL ADJUSTMENT	23,450.00	DOLL	\$1.00	\$	\$23,450.00
0240	10030NS		ASPHALT ADJUSTMENT	58,875.00	DOLL	\$1.00	\$	\$58,875.00
0250	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	42,000.00	LF		\$	
0260	20458ES403		CENTERLINE RUMBLE STRIPS	16,200.00	LF		\$	
0270	21417ES717		PAVE MARK THERMO CONE CAP-SOLID YELLOW	300.00	SQFT		\$	
0280	24489EC		INLAID PAVEMENT MARKER	1,200.00	EACH		\$	
0290	24679ED		PAVE MARK THERMO CHEVRON (WHITE)	1,435.00	SQFT		\$	
0300	24781EC		INTELLIGENT COMPACTION FOR ASPHALT	15,385.00	TON		\$	
0310	24817EC		PAVE MARK THERMO CONE CAP-SOLID WHITE	300.00	SQFT		\$	
0320	24891EC		PAVE MOUNT INFRARED TEMP EQUIPMENT	1,134,000.00	SF		\$	

Section: 0002 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0330	02237		DITCHING	22,911.00	LF		\$	
0340	05950		EROSION CONTROL BLANKET	20,000.00	SQYD		\$	

PROPOSAL BID ITEMS

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Section: 0003 - TRAFFIC SIGNALS

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0350	04792		CONDUIT-1 IN	320.00	LF		\$	
0360	04811		ELECTRICAL JUNCTION BOX TYPE B	32.00	EACH		\$	
0370	04820		TRENCHING AND BACKFILLING	3,035.00	LF		\$	
0380	04830		LOOP WIRE	11,430.00	LF		\$	
0390	04850		CABLE-NO. 14/1 PAIR	17,915.00	LF		\$	
0400	04895		LOOP SAW SLOT AND FILL	4,430.00	LF		\$	
0410	24123EC		PVC CONDUIT-1 1/4 IN-SCHEDULE 40	2,990.00	LF		\$	
0420	24963ED		LOOP TEST	54.00	EACH		\$	

Section: 0004 - TRAFFIC CONTROL

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0430	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	465.00	EACH		\$	
0440	02562		TEMPORARY SIGNS	500.00	SQFT		\$	
0450	02650		MAINTAIN & CONTROL TRAFFIC	1.00	LS		\$	
0460	02671		PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0470	02775		ARROW PANEL	3.00	EACH		\$	
0480	06510		PAVE STRIPING-TEMP PAINT-4 IN	1,320.00	LF		\$	
0490	06511		PAVE STRIPING-TEMP PAINT-6 IN	200,000.00	LF		\$	

Section: 0005 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0495	02568		MOBILIZATION (ADDED: 3-19-19)	1.00	LS		\$	
0500	02569		DEMOBILIZATION	1.00	LS		\$	