

CALL NO. 105
CONTRACT ID. 204128
BATH COUNTY
FED/STATE PROJECT NUMBER HSIP 5211 (121)
DESCRIPTION US HIGHWAY 60 (US 60)
WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN
PRIMARY COMPLETION DATE 5/16/2021

LETTING DATE: July 24,2020

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME July 24,2020. Bids will be publicly announced at 10:00 am EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

**DBE CERTIFICATION REQUIRED - 10%** 

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

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# **ADMINISTRATIVE DISTRICT - 09**

CONTRACT ID - 204128 HSIP 5211 (121)

**COUNTY - BATH** 

PCN - 0900600602001 HSIP 5211 (121)

US HIGHWAY 60 (US 60) (MP 19.845) CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF US 60 AND KY 801 (MP 20.164)ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 09-09009.01.

GEOGRAPHIC COORDINATES LATITUDE 38:08:28.00 LONGITUDE -83:32:56.90

#### **COMPLETION DATE(S):**

COMPLETED BY 05/16/2021

APPLIES TO ENTIRE CONTRACT

# **CONTRACT NOTES**

# PROPOSAL ADDENDA

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

# **BID SUBMITTAL**

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

#### JOINT VENTURE BIDDING

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

#### UNDERGROUND FACILITY DAMAGE PROTECTION

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

# REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by 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 <a href="https://secure.kentucky.gov/sos/ftbr/welcome.aspx">https://secure.kentucky.gov/sos/ftbr/welcome.aspx</a> .

# 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 <a href="mailto:kytc.projectquestions@ky.gov">kytc.projectquestions@ky.gov</a>. 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 (<a href="www.transportation.ky.gov/contract">www.transportation.ky.gov/contract</a>). 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 pregualification information confidentially

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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 Rating 102.08 Preparation and Delivery of Proposals

102.13 Irregular Bid Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

# **CIVIL RIGHTS ACT OF 1964**

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

# NOTICE TO ALL BIDDERS

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

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

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

# **SECOND TIER SUBCONTRACTS**

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

# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

#### DBE GOAL

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

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

#### OBLIGATION OF CONTRACTORS

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

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

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

# **CERTIFICATION OF CONTRACT GOAL**

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

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

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

#### **DBE PARTICIPATION PLAN**

Lowest responsive bidders must submit the *DBE Plan/ Subcontractor Request*, form TC 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 Proposal Line Number, 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, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order 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 (hard copy along with an electronic copy) of this information must be received in the Division of Contract Procurement no later than 12:00 noon of the tenth calendar day after receipt of notification that they are the apparent low bidder.

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

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

- 1. Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- 2. Whether the bidder provided solicitations through all reasonable and available means;
- 3. Whether the bidder provided written notice to all DBEs listed in the DBE directory at the time of the letting who are prequalified in the areas of work that the bidder will be subcontracting;
- 4. Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office of Civil Rights and Small Business Development 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 <u>signed and notarized</u> Affidavit of Subcontractor Payment (<u>TC 18-7</u>) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be completed and signed within 7 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.

#### \*\*\*\*\* IMPORTANT \*\*\*\*\*

Please mail the original, signed and completed TC (18-7) Affidavit of Subcontractor Payment form and all copies of checks for payments listed above to the following address:

Office of Civil Rights and Small Business Development 6<sup>th</sup> Floor West 200 Mero Street Frankfort, KY 40622

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 in this office is Mr. Melvin Bynes. Mr. Bynes' current contact information is email address – melvin.bynes2@ky.gov and the telephone number is (502) 564-3601.

# **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.

7/19/2019

# <u>LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).</u>

(REV 12-17-15) (1-16)

SECTION 7 is expanded by the following new Article:

# 102.10 <u>Cargo Preference Act – Use of United States-flag vessels.</u>

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.

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# 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.

# **OPTION A**

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

# SPECIAL NOTE FOR AWARD OF CONTRACT

In accordance to section 103.02 of the Standard Specifications for Road and Bridge Construction, the Department may hold and not award the contract for a period not to exceed sixty (60) calendar days from the date of letting.

#### Special Notes Applicable to Project – General Notes & Description of Work

#### **CAUTION**

The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

#### **STATIONING**

The contractor is advised that stationing has been established for the construction of the Mini-Roundabout at the intersection of US 60 and KY 801. See the Coordinate Control Sheet for that stationing.

#### **LIDAR**

Limited survey data was obtained in the area of the US 60 and KY 801 intersection and was supplemented with available KYTC Aerial LIDAR. All information should be field-verified as appropriate during construction and prior to incorporating the various project work items. Refer to the Special Note for Staking concerning staking operations required to control and construct the work.

#### **ON-SITE INSPECTION**

Before submitting a bid for the work, make a thorough inspection of the site and determine existing conditions so that the work can be expeditiously performed after a contract is awarded. The Department will consider submission of a bid to be evidence of this inspection having been made. The Department will not honor any claims for money or time extension resulting from site conditions.

#### **RIGHT OF WAY LIMITS**

The Department has not established the exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.

#### **CONTROL**

Perform all work 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 such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension 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 Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

General Notes & Description of Work Page 2 of 2

#### **DESCRIPTION OF WORK**

Except as specified herein, perform all work in accordance with the Department's Standard Specifications, Supplemental Specifications, applicable Special Notes and Special Provisions, and applicable Standard and Sepia Drawings, current editions. Furnish all materials, labor, equipment, and incidentals for the following work:

Mini-Roundabout. The existing 4-way stop at the intersection of US 60 and KY 801 will be reconstructed into a Mini-Roundabout. Refer to the Special Notes for Completion Date & Liquidated Damages for duration restrictions on this effort. Work will include shoulder milling/trenching for pavement widening, constructing flume inlets and channel lining for drainage, roadside grading, asphalt milling & texturing for pavement regrading, surface paving and marking, installing signage, and the installation of lighting equipment. All intersection approaches have a mountable splitter island and a pair of drainage flumes. The central island is also to be mountable. All islands are to be monolithic. All islands and the truck aprons are to be formed using dyed (Baja Red, 2-bag, RG-2827R Interstar) concrete. The tops of all islands and truck aprons are to be stamped with a stone pattern or comparable options to be provided by Contractor to Engineer for approval. The Detail Sheets included in this proposal include location and elevation information throughout the Mini-Roundabout footprint. Achieving the proposed grades is to involve asphalt milling & texturing and constructing lifts of asphalt base. A 1.50" thick layer of asphalt surface is to top the paved footprint bringing the intersection to final grade. Construction of the asphalt surface will require an edge key on each approach.

NOTE: During construction, some field adjustments of the proposed shoulder width, fill slope, and/or ditch. The proposed shoulder and fill slope grading is intended to occur within Right-of-Way and NOT disturb any sensitive obstructions (i.e. fences, buildings, utility poles, etc.). Areas with sensitive obstructions along the roadside shall still require the roadside shoulder and fill slope to be modified, but the slope may have to be constructed steeper than what is shown on the Mini-Roundabout Critical Sections. The desire of the Department is to construct the new fill slopes at 3:1 or flatter. When a fill slope needs to be constructed steeper than 3:1 to remain within Right-of-Way or not impact a sensitive obstruction, and the existing fill slope is steeper than 3:1, then the new fill slope can be constructed steeper than 3:1, but the new fill slope shall not be constructed steeper than the existing fill slope.

**Guardrail Replacement**. Existing guardrail within the project will be replaced. Refer to the Guardrail Summary for the approximate locations for guardrail replacement. The work will include removal of the existing guardrail and installation of the new guardrail, end treatments, and terminal sections. See the Special Note for Guardrail for more information on this work.

Removal of Existing Signing and Installation of Proposed Signing. A quantity of "Remove Sign" has been included in the Sign Summary for removal of existing signs along the corridor. An estimated quantity of new signs and sign posts are included on the Sign Summary. Refer to the Special Note for Signing, Special Note for Staking, and Special Note for Signage for more details.

**Temporary Striping.** A quantity of Pave Striping – Temp Paint – 4 IN has been included in the contract for potential use as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the project requiring temporary pavement striping. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

#### SPECIAL NOTE FOR STAKING

Perform Contractor Staking according to Section 201; except, in addition to the requirements of Section 201, perform the following:

- 1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
- 2. Using the Mini-Roundabout Detail Sheets, determine the locations and elevations of the proposed edge of pavement. Ensure smooth transitions of the cross slopes into and out of the Mini-Roundabout and within the circulatory path within the Mini-Roundabout. Once the proposed changes in pavement edge elevations and locations are determined and prior to starting paving operations, verify the proposed roadside re-grading will remain within the existing Right-of-Way and/or not impact a sensitive obstruction. If necessary, and with the approval of the Engineer, adjust the grading plan if the new edge of pavement elevation will cause the new roadside grading to extend beyond the Right-of-Way and/or impact a sensitive obstruction. After the final proposed changes in pavement edge elevations are determined and before paving operations begin, submit to the Engineer and obtain approval for the number of asphalt lifts, each asphalt lift's thickness, and the asphalt mix type of each lift the contractor plans to use to achieve the proposed grading. Ensure positive drainage upon completion of the work.
- 3. Verify the dimensions, type, and quantities of the drainage structures as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
- 4. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks

Staking Page 2 of 2

of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal.

- 5. Produce and furnish to the Engineer "As Built" information for the grading changes and the drainage improvements. For grading changes, as built information will consist of a record of the final pavement cross slopes every 50 feet, for the mini-roundabout circulatory lane, and each lane of the 4 approach legs. Elevation data of the grading changes is not necessary; simply the cross slope percentage every 50 feet. For the drainage improvements, as built information will consist of a final record of the actual types, sizes, and locations of the drainage structures (i.e. box inlets, headwalls, junction boxes, etc.), culvert pipes, and/or box culverts constructed. Final elevation data of the drainage improvements is not necessary.
- 6. Using paint marks on the pavement, and/or any other means approved by the Engineer, the Contractor shall layout and pre-mark the proposed striping, pavement markings, Pexco City Posts, etc. Adjust as necessary to accommodate the existing site conditions and to provide proper alignment of the proposed thru and turning lanes. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the striping and/or pavement markings.
- 7. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
- 8. Perform any and all other staking operations required to control and construct the work.

#### SPECIAL NOTE FOR SHOULDER MILLING/TRENCHING

Trench shoulders as shown on the Typical Section. The Engineer may eliminate locations along the route from shoulder trenching (e.g. road approaches, turn lanes, entrances, etc.). For entrances and road approaches, the Engineer will determine whether to omit the trenching or continue the trenching across the entrance or approach. DO NOT trench across entrances or road approaches without the Engineer's approval. If trenching is achieved by means other than milling, saw cut the pavement 14 inches deep to create a smooth edge prior to excavating the shoulder trench. Excavate the material from the shoulder and maintain the proposed cross-slope as shown on the Typical Sections. The intent is to mill, or excavate, the entire trench so that the proposed shoulder slope is retained at the end of the paving operation. Reshape and compact excavated material from the trench on the outside edge of the newly paved shoulder as shown on the Typical Section.

Retain possession of excess materials and/or materials the Engineer deems unsuitable for reuse and waste the materials off the right-of-way at sites obtained by the Contractor at no additional cost to the Department. See Special Provision for Waste and Borrow.

Accept payment at the contract unit price per square yard for SHOULDER MILLING/TRENCHING as full compensation for all labor, materials, equipment, and incidentals for excavating the shoulder trench and reuse and/or disposal of the excavated material.

# **SPECIAL NOTE**

# For Contaminated Soil Disposal &/or Monitoring Well Closure

# **BATH/ROWAN COUNTIES**

CONSTRUCT A MINI ROUNDABOUT AT THE INTERSECTION OF US 60 (MP 19.981 – MP 20.111) AND KY 801 (MP 0.000 – MP 0.100) IN BATH COUNTY (ITEM NO. 9-9009.01)

Contaminated soils that may be encountered during construction of the proposed improvements should be left in place or hauled to an approved landfill. The contractor shall be HazMat certified or shall have a certified HazMat subcontractor perform this excavation and disposal. The contractor shall provide the disposal manifest to the engineer. Payment shall be incidental to roadway excavation.

Known monitoring wells within the project limits have reportedly been plugged. However, if an active monitoring well is discovered in the area where work is proposed, please notify KYTC District 9 Environmental Coordinator for proper closure.

# SPECIAL NOTE FOR GROOVED ALL WEATHER PAVEMENT MARKINGS

- 1. **DESCTIPTION.** Furnish and install a wet retroreflective pavement marking system in accordance with this special note. Project will include use of thermoplastic striping. Striping (both edge and skip lines) shall include specified elements to provide wet retroreflectivity. Lines shall be installed in a shallow groove to protect retroreflective elements.
- 2. THERMOPLASTIC STRIPING. Thermoplastic pavement markings shall comply with Sections 714 and 837 of the Department of Highways' Standard Specifications for Road and Bridge Construction, unless otherwise noted. Contrary to Section 714 of the Standard Specifications, thermoplastic striping shall be a minimum thickness of 100 mils. Striping shall include specified elements to provide wet retroreflectivity.

Gaps in the edge lines, as outlined in the Subsection 714.03.01 of the Standard Specifications for Road and Bridge Construction, will not be necessary since striping will be recessed below the surface.

- **3. WET REFLECTIVE ELEMENTS.** Wet reflective beads shall be:
  - 3M Connected Roads All Weather Elements

The color of the wet reflective beads shall match the color of the line being applied. Traditional and wet reflective beads shall be applied in a double-drop application of traditional glass beads and wet reflective optical elements. Contractor shall follow manufacturer's recommendations as to incorporating wet reflective elements into the striping operation. Apply traditional beads and wet reflective elements in sufficient quantities to obtain the dry retroreflectivity requirements and desired wet retroreflectivity levels. A 50/50 ratio of traditional beads to wet reflective elements is recommended, but bead distribution may be modified with the approval of the engineer, if the contractor feels that a different distribution is necessary to meet wet/dry retroreflectivity levels.

The manufacturer of the wet reflective beads shall have a factory representative on site before the contractor begins striping operations. The factory representative shall assure the engineer that the wet reflective system has been calibrated for proper application before the contractor begins. The factory representative shall remain available to periodically assure the engineer the system is being applied according to the manufacturer's recommendations. A random sample of wet reflective elements shall be provided to the Division of Materials before use on the project.

**4. PLACEMENT IN GROOVE.** In an attempt to protect the retroreflective elements, striping shall be installed in shallow grooves. Contractor shall follow bead manufacturer's recommendations regarding grooving applications.

Grooves shall be a minimum of 2" from any longitudinal pavement joint. The groove shall not be installed on concrete surfaces or in other areas identified by the engineer. The groove shall not be installed continuously for intermittent pavement markings, but only where markings are to be applied.

Grooves shall be 1 inch  $\pm \frac{1}{4}$  inch wider than the pavement marking material. Groove depth shall be 150 mils  $\pm 5$  mils, unless otherwise approved by the engineer. Depth shall be consistent across the full width of the groove. Depth plates shall be provided by the contractor to the engineer to assure that desired groove depth is achieved.

Grooves that are ground deeper or wider than the specified allowable limits shall be repaired per the direction of the engineer at no additional cost. Grooves that are ground too shallow, too narrow, or with acceptable rises between blade cuts shall be reground to the correct size, depth, and surface finish at no additional cost. Slots ground out of alignment shall be patched using an approved method and materials.

Prior to cutting out the grooves for all recessed lines, the contractor shall use a chalk line or other suitable method to layout the proposed pavement markings on the surface course so that the engineer can inspect the locations.

Grooves shall be clean, dry, and free of laitance, oil, dirt, grease, paint, or other foreign contaminants. If water is used to clean the groove or the grooving process takes place during rainfall, a minimum of 24 of dry time is required prior to the placement of pavement markings.

After the depth, width, length, and surface condition has been approved by the engineer, grooves shall be cleaned of any fine particles using high-pressure compressed air before application of the striping. The contractor shall prevent traffic from traversing the grooves and reclean grooves as necessary, prior to application of pavement markings at no additional cost to the Department.

**5. PAVEMENT MARKING PERFORMANCE.** Pavement marking retroreflectivity performance under dry conditions will be evaluated in accordance with the Standard Specifications for Road and Bridge Construction.

The use of wet reflective elements on this project is part of a pilot effort to evaluate potential pavement marking enhancements. As a result, minimum wet reflectivity values have been established and will be measured. However, the wet reflectivity performance will not be considered as part of the acceptance and payment for pavement striping on this project.

Desired minimum wet recovery retroreflectivity requirements at the end of the proving period (Standard Specifications for Road and Bridge Construction, Section 714.03.06) are as follows

<b>Retroreflectivity</b> (mcd(ft <sup>-2</sup> )(fc <sup>-1</sup> )) {metric equivalent mcd(m <sup>-2</sup> )(lux <sup>-1</sup> )}		
	White	Yellow
Wet Recovery (ASTM 2177)	250	175
Wet Continuous (ASTM E2832)	150	100

In support of wet retroreflectivity testing, samples of representative markings (both white and yellow) shall be provided on one foot sections of rigid panel (20 gauge aluminum or thicker). Samples shall be taken at the beginning and end of the striping operation (total of two samples per color). Samples shall be protected from damage and submitted to the Division of Materials for testing and record of the project output for testing and record of the project output for the materials

used. Lines on the project are subject to future testing to monitor pavement marking performance in the field.

**6. MEASUREMENT.** Wet Reflective elements will be incidental to the pay items for pavement striping.

The Department will measure work required for the installation of the recessed groove. The Department will not measure surface preparation and pre-marking of the groove for payment and will consider them incidental to the groove pay item. Corrective work will not be measured for payment.

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

Code	Pay Item	Pay Unit
25019EC	Groove for Pave Striping – 7 IN	LF
25008EC	Pave Striping-Thermo-6 IN W-Wet Reflect	LF
25009EC	Pave Striping-Thermo-6 IN Y-Wet Reflect	LF

April 1, 2020

# SPECIAL NOTE FOR TUBULAR MARKERS – PEXCO CITY POST (EMBEDDED ANCHOR CUP)

#### I. DESCRIPTION

Except as provided herein, perform all work in accordance with the Department's Standard Specifications, interim Supplemental Specifications, Standard and Sepia Drawings, and Special Notes and Special Provisions, current editions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Installing Tubular Markers (Pexco City Post Embedded Anchor Cup); and (3) All other work specified in the Contract.

#### II. MATERIALS

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be 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.** Tubular Markers. Furnish Tubular Markers (Pexco City Post Embedded Anchor Cup) which includes delineator posts/panels, adhesive shield, rubber gasket, and anchor cup. The complete system shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. System color shall match the adjacent pavement marking color.
  - **a. Upright Posts.** Upright posts shall be 28 inches in height and 3 inches in diameter. Upright posts are to be uniformly spaced according the plan sheets. Post color should match the adjacent pavement marking color. Each post shall have retroreflective sheeting "double wrap" of color matching the post and adjacent pavement marking. Upright posts should be easily replaceable under traffic conditions and shall be fabricated to withstand repeated impacts and return to a complete upright position with minimal maintenance to the unit.

#### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Site Preparation. Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform site preparation only as approved, or directed, by the Engineer.
- **C. Tubular Markers.** Install the tubular markers according to the manufacturer's recommendations and plan sheets.

Tubular Markers Page 2 of 2

- **D. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- **E. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

#### IV. METHOD OF MEASUREMENT

- 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 the project bid items.
- C. Tubular Markers. The Department will measure Tubular Markers (Pexco City Post Embedded Anchor Cup) as EACH.

# V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Tubular Markers. The Department will make payment for the completed and accepted quantities under the bid item Tubular Markers (Pexco City Post Embedded Anchor Cup). Payment at the Contract unit price of EACH shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the Tubular Markers (Pexco City Post Embedded Anchor Cup) according to the manufacturer's installation instructions, these notes, and/or as directed by the Engineer.

#### SPECIAL NOTE FOR EROSION CONTROL

#### I. DESCRIPTION

Perform all erosion and water pollution control work in accordance with any other notes in the Proposal, the Department's Standard and Interim Supplemental Specifications, the Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions, or 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, applicable Special Provisions and Special Notes, and the 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 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, the construction phasing, methods, and the 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 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 Provisions and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Erosion Control Page 2 of 3

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 steam.

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. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. 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 the Special Provision for Waste and Borrow Sites.

As work progresses, add or remove erosion control measures as required by the BMP, applicable to the Contractor's project phasing, 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.

The required volume at each Silt Trap shall be computed based on the Up Gradient Contributing Areas that are disturbed and/or stabilized to the satisfaction of the Engineer. The required volume calculation for each Silt Trap shall be determined by the Contractor and verified by the Engineer. The required volume at each Silt Trap may be reduced by the following amounts:

- Up Gradient Areas not disturbed (acres)
- Up Gradient Areas that have been reclaimed and protected by Erosion Control Blanket or other ground protection material such as Temporary Mulch (acres)
- Up Gradient Areas that have been protected by Silt Fence (acres) Areas protected by Silt Fence shall be computed at a maximum rate of 100 square feet per linear foot of Silt Fence
- Up Gradient Areas that have been protected by Silt Traps (acres)

The use of Temporary Mulch is encouraged.

Silt Trap Type B shall always be placed at the collection point prior to discharging into a Blue Line Stream or onto an adjacent Property Owner. Where overland flow exists, a Silt Fence or other filter devices may be used.

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

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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

The Department will measure the various erosion control items according to Section 212.04 and Section 213.04, as applicable.

# V. BASIS OF PAYMENT

The Department will make payment for the various erosion control items according to Section 212.04 and Section 213.04, as applicable.

#### SPECIAL NOTE FOR SIGNAGE

All sign sheeting shall be from the Cabinet's List of Approved Materials.

The following signs and sign components shall be fabricated using Type IX sheeting:

- White sign legends on panel signs
- o STOP (R1-1) signs
- o ALL WAY (R1-3P) signs
- o YIELD (R1-2) signs
- o DO NOT ENTER (R5-1) signs
- o WRONG WAY (R5-1a) signs

The following signs and sign components shall be fabricated using Type IX fluorescent yellow sheeting:

- Horizontal Alignment Signs and Plaques, including signs shown in Figure 2C-1 of the MUTCD
- o All Advisory Speed (W13-1P) plaques

The following signs shall be fabricated using Type IX fluorescent yellow-green sheeting:

- School and school bus warning signs, including the fluorescent yellow-green signs shown in Figures 7B-1 and 7B-6 of the MUTCD and other school-related warning signs that are not included in the MUTCD.
- Bicycle Warning (W11-1) signs and SHARE THE ROAD (W16-1P) plaques or diagonal downward point arrow (W16-7P) plaques that supplement Bicycle Warning signs.
- In-Street Pedestrian Crossing (R1-6) signs and Overhead pedestrian Crossing (R1-9) signs
- O Supplemental plaques to any of the previously listed signs

All other permanent signs shall be fabricated using Type III or Type IV sheeting.

#### SPECIAL NOTE FOR SIGNING

#### I. DESCRIPTION

Except as provided herein, this work shall be performed in accordance with the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), the Department's current Standard Specifications and Interim Supplemental Specifications, applicable Standard and Sepia Drawings, and applicable Special Provisions. Article references are to the Standard Specifications. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Furnish, Fabricate, and Erect Signs; and (3) All other work specified in the Contract.

#### II. MATERIALS

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be 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.

#### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform all site preparation only as approved, or directed, by the Engineer.
- C. Staking. See Special Note for Staking.
- **D. Signs and Posts.** Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc. covering all material to be used. Mill test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the Division of Construction and approved prior to erection.

Fabricate sheet signs from .080 or .125 gauge aluminum alloy 5052-H38 or 6061-T6, in accordance with ASTM B-209, and to the size and shape specified. Prepare the side of

Signing Page 2 of 6

the sheet to be used as the sign face to receive the retroreflective background material according to the recommendations of the sheeting and retroreflective material manufacturer(s). Sheeting used as background material for sign faces is to be the color specified and visually in accordance with the standard requirements of ASTM D-4956, and meet the requirements of Section 830 of the Standard Specifications. Contrary to Section 830.02.06, only the types and colors of sheeting as specified in the proposal will be accepted. All retroreflective material shall be fabricated and assembled in accordance with the specifications and/or recommendations of the manufacturer(s).

All hardware for the erection of sheeting signs shall be rust resistant: stainless steel, zinc coated, aluminum, or an Engineer approved material. All beams and posts shall be of sufficient lengths to extend from the top of the sign to the required embedment in the anchor. Splicing of the sign post shall NOT be allowed. For installations in soil, Type I steel posts shall be mounted on either a standard anchor, with soil stabilizer plate, or on a Type D breakaway sign support. Refer to Sheeting Sign Detail Sheet 1 of 2 for installation details for a standard anchor with soil stabilizer plate. When installing a standard anchor with soil stabilizer plate, if solid rock is encountered, the Contractor shall drill a hole to the required depth into the rock, install the anchor into the hole, and backfill the anchor post with concrete, or other method approved by the Engineer. The cost shall be incidental to Type I steel post, and a soil stabilizer plate will not be required. Refer to Standard Drawing RGX-065, current edition, for installation details of Type D breakaway sign supports. Approved manufacturers for Type D breakaway sign supports have been placed on the list of approved materials. For installations on existing concrete, such as a sidewalk, concrete median, etc., Type I steel posts shall be mounted on a Type D surface mount. For Type D surface mounts use only Kleen Break Model 425 for Surface Mount Concrete Installations by Xcessories Squared of Auburn, IL. Prior to installation, the Contractor shall submit to the Engineer shop drawings of the Type D surface mount(s). Install the Type D surface mount(s) according to all the applicable requirements of the manufacturer (see shop drawings). All steel post shall meet the requirements of Section 832. All hardware including, but not limited to, sign post anchors, soil stabilizer plates, nuts, bolts, washers, fasteners, fittings, and bracing, or any other incidentals necessary to erect the signs shall be furnished by the Contractor and will be incidental to the work.

New concrete bases, posts, support anchors, signs, etc. are to be installed prior to dismantling any existing sign(s). The removal of existing signs, posts, and support anchors is to be performed concurrently with the installation of new signs, posts, and support anchors, under the same lane closure during the same work shift. Completely remove existing sign support anchors or remove them to a minimum depth of six (6) inches below existing ground line and backfill the disturbed area to the existing ground line.

When listed in the summaries, Reflective Sign Post Panels shall be 2" wide x 60" tall (or 84" tall for urban installations) and shall have three 3/8" holes (one hole in the top 3",

Signing Page 3 of 6

one hole near the center, and one hole in the bottom 3") that align with the holes on the Type I steel post. Sheeting for the Reflective Sign Post Panels shall be the same Type and color as the sign installed on the post. Examples include:

- Red, fluorescent yellow, and fluorescent yellow-green (Type IX Sheeting)
- White and yellow (Type III and/or IV Sheeting).

All manufactured sheeting signs shall be free of visual defects including, but not limited to: cracks, tears, ridges, humps, discoloration, etc., and defective signs shall be replaced at no additional cost to the Department.

All sign blanks shall be hole punched by the manufacturer for either horizontal or vertical installation. Attach all aluminum sheeting signs to square post with 3/8" all steel rivets and nylon washers.

Post will be attached to the anchor with 5/16" corner bolts and 5/16" flanged nuts, and all post and anchor cuts shall be treated with a Cold Galvanizing Compound spray.

Sign posts shall be erected vertically by using a bubble level. The tolerance shall be a two (2) degree angle in any direction. For locations where there are more than one sign is mounted beside each other, the posts shall be spaced to provide approximately six inches (6") of spacing between sings.

- E. Property Damage. The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- F. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated 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. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay

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caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.

- **G. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.
- **H. Control.** Perform all work under the absolute control of the Department. 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 such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension 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 Department's work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.

- I. Clean Up, Disposal of Waste. Clean up the project area as work progresses. Dispose of all removed concrete, debris, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for disposal of waste and debris from the project. Existing anchors, signs, posts, and any other hardware or material removed from the site are to become the property of the Contractor. See Special Provision for Waste and Borrow Sites.
- **J. Final Dressing, Seeding and Protection.** Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- K. Erosion Control. See Special Note for Erosion Control.

#### IV. METHOD OF MEASUREMENT

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- 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 the project bid items.
- C. Signs. The Department will measure the finished in-place area of signs in Square Feet.
- **D. Sign Posts.** The Department will measure the finished in-place length of sign posts in Linear Feet, from the top of the anchor, or top of the sign support, to the top of the sign post. Laps, cutoffs, excess, and waste will NOT be measured for payment.
- **E.** Type D Breakaway Sign Supports. The Department will measure Type D sign supports as Each support installed.
- **F. Type D Surface Mounts.** The Department will measure Type D Surface Mounts as Each surface mount installed.
- **G. Class A Concrete for Signs.** The Department will measure the Class A Concrete used in conjunction with Type D breakaway sign support installations in Cubic Yards. Any concrete that is required as backfill due to hitting rock during a standard installation shall be incidental to the bid item STEEL POST TYPE I, and soil stabilizers will not be required.
- **H.** Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection. The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection shall be measured according to Section 212.
- I. Erosion Control. See Special Note for Erosion Control.
- **J. Remove Sign.** The Department will consider all signs attached to one or more connected posts as a single sign. The Department will measure as Each sign assembly removed and NOT each individual sign removed.
- **K. Items Provided by KYTC.** The Department will NOT measure for payment the installation of signs and/or surface mounts provided by KYTC. These activities shall be incidental to the bid item STEEL POST TYPE I.

#### V. BASIS OF PAYMENT

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

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- **B.** Signs. The Department will make payment for the completed and accepted quantities under the bid item SBM ALUM SHEET SIGNS .125 IN or .080 IN. The Department will consider payment full compensation for all work and incidentals necessary to install the signs, as required by these notes and the details found elsewhere in the proposal, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- C. Sign Posts. The Department will make payment for the completed and accepted quantities under the bid item STEEL POST TYPE I. The Department will consider payment full compensation for all work and incidentals necessary to install the sign posts as required by these notes and the details found elsewhere in the proposal.
- **D. Type D Breakaway Sign Supports.** The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D. The Department will consider payment full compensation for all work and incidentals necessary to install the Type D breakaway sign supports as required by Standard Drawing RGX-065, current edition.
- **E. Type D Surface Mounts.** The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D Surface Mount. The Department will consider payment full compensation for all work and incidentals necessary to install the Type D surface mounts according to all applicable manufacturer requirements. NOTE: There are two permissible Type D Surface Mount alternatives: Kleen Break Model 425 for Surface Mount Concrete Installations by Xcessories Squared of Auburn, IL
- **F.** Class A Concrete for Signs. The Department will make payment for the completed and accepted quantities, used in conjunction with Type D breakaway sign support installations, under the bid item CLASS A CONCRETE FOR SIGNS. The Department will consider payment full compensation for all work and incidentals necessary to install the concrete as required by Standard Drawing RGX-065, current edition.
- **G. Remove Sign.** The Department will make payment for the completed and accepted quantities under the bid item REMOVE SIGN. The Department will consider payment full compensation for all work and incidentals necessary to remove the existing signs, posts, anchors, and any other sign material or hardware, from the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- H. Erosion Control. See Special Note for Erosion Control.

#### SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The ultimate fixed completion date for this project will be <u>May 16<sup>th</sup>, 2021</u>. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

The Contractor will have the option of selecting the starting date for the work proposed within this Contract, however, no work shall begin on or before <u>September 7, 2020</u>. In addition, once work begins, all work shall be completed and all traffic control devices removed within a maximum of 15 successive calendar days and the central island must be completed in a maximum of 3 successive calendar days. Contrary to Section 108.07.03, the Engineer will begin charging calendar days for this project on the day the Contractor starts work or sets up traffic control (not including the changeable message signs that get set up 2 weeks prior to construction activities). The Contractor shall notify the Engineer two (2) weeks prior to beginning construction activities. The Department will assess Liquidated Damages for failure to complete construction on time.

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of **\$1,000** per hour for each hour, or fraction of an hour, for any and all road closures that are in place beyond the time frame(s) noted in the Traffic Control Plan and approved by the Engineer.

Contrary to Section 108.09, Liquidated Damages will be assessed for the months of December through March.

Contrary to Section 108.09, Liquidated Damages will be assessed regardless of whether seasonal limitations prohibit the Contractor from performing work on the controlling operation.

All liquidated damages will be applied 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 an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts 01/02/2012

#### SPECIAL NOTES FOR GUARDRAIL

#### I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard and Supplemental Specifications, Special Notes and Special Provisions, and the Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications.

Furnish all equipment, labor, materials, and incidentals for the following work items:

(1) Site preparation; (2) Remove existing guardrail systems; (3) Construct Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable; (4) Delineators for guardrail; (5) Maintain and Control Traffic; and (6) all other work specified as part of this contract.

#### II. MATERIALS

Except as specified herein, provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual and 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.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Guardrail. Furnish guardrail system components according to Section 814 and the Standard and Sepia Drawings; except use steel posts only, no alternates.
- C. Delineators for Guardrail. Furnish white Delineators for Guardrail according to Detail Sheet for Delineators (Special) for Guardrail. Spacing should be every 50 feet.
- **D. Erosion Control.** See the Special Note for Erosion Control.

#### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Remove existing guardrail system, including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with the existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail;

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filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal of excess, waste materials, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

C. Guardrail. Except as specified herein, construct guardrail system according to Section 719 and the Standard and Sepia Drawings, current editions. Locations listed on the summary and/or shown on the drawings are approximate only. The Engineer will determine the exact termini for individual guardrail installations at the time of construction. Unless directed otherwise by the Engineer, provide a minimum two (2) foot shoulder width. Construct radii at entrances and road intersections as directed by the Engineer.

Erect guardrail to the lines and grades shown on the current Standard and Sepia Drawings, or as directed by the Engineer by any method approved by the Engineer which allows construction of the guardrail to the true grade without apparent sags.

When removing existing guardrail and installing new guardrail, do not leave the blunt end exposed where it would be hazardous to the public. When it is not practical to complete the construction of the guardrail and the permanent end treatments and terminal sections first, provide a temporary end by connecting at least 25 feet of rail to the last post, and by slightly flaring, and burying the end of the rail completely into the existing shoulder. If left overnight, place a drum with bridge panel in advance of the guardrail end and maintain during use.

- **D.** Delineators for Guardrail. Construct Delineators for Guardrail according to Detail Sheet for Delineators (Special) for Guardrail.
- **E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- **F.** Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated 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 utilities to be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of guardrail operations at no additional cost to the Department.
- **G. Right of Way Limits**. The Department has not established the exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.

Guardrail Page 3 of 3

- **H.** Clean Up, Disposal of Waste. Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- **I. Final Dressing, Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- **J.** Erosion Control. See the Special Note for Erosion Control.

#### IV. METHOD OF MEASUREMENT

- 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 separate payment but shall be incidental to the Guardrail, End Treatments, Bridge End Connectors, and Terminal Sections, as applicable.
- C. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will measure according to Section 719.04.
- **D. Delineators for Guardrail.** See Detail Sheet for Delineators (Special) for Guardrail.
- **E.** Clean Up, Disposal of Waste, Final Dressing, and Seeding and Protection. The Department will NOT measure for payment the operations of: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection will be measured according to Section 212.
- **F. Erosion Control.** See the Special Note for Erosion Control.

#### V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- B. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will make payment according to Section 719.05.
- C. Delineators for Guardrail. See Detail Sheet for Delineators (Special) for Guardrail.
- **D. Erosion Control.** See the Special Note for Erosion Control.

BATH COUNTY HSIP 5211 (121)

# SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

Take possession of the millings and recycle the millings or dispose of the millings off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department.

1-3520 48 hours Contractor keeps millings 01/2/2012

#### TRAFFIC CONTROL PLAN

#### TRAFFIC CONTROL GENERAL

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" in accordance with the current editions of the Manual on Uniform Traffic Control Devices (MUTCD), Standard and Supplemental Specifications, and Standard and Sepia Drawings. The lump sum bid price to "Maintain and Control Traffic" shall include, but is not limited to, the following items and operations:

- A. All labor and materials necessary for construction and maintenance of traffic control devices and markings.
- B. All flag persons and traffic control devices such as, but not limited to, flashers, signs, barricades and vertical panes, plastic drums (steel drums will not be permitted), and cones, necessary for the control and protection of vehicular and pedestrian traffic as specified in these notes, the proposal, the Manual on Uniform Traffic Control Devices (MUTCD) current condition, or the Engineer.

Contrary to Section 106.01, traffic control devices used on this project may be new, or used in like new condition, at the beginning of the work and maintained in like new condition until completion of the work. Any temporary traffic control items, devices, materials, and incidentals shall remain the property of the contractor when no longer needed.

Maintain access to all entrances, side streets and roads, churches and commercial properties at all times during construction. Access to fire hydrants must also be maintained at all times. The Contractor will be responsible to notify adjacent property owners when work affecting the entrances will be performed.

#### PROJECT PHASING & CONSTRUCTION PROCEDURES

For all construction activities, utilize a temporary lane and/or shoulder closure, and maintain alternating one-way traffic. This may require part-width construction of certain elements. Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of said vehicle as quickly as possible.

Construction is prohibited from June through September.

#### Construction Phasing:

- 1. Portable Changeable Message Signs (PCMS) are to be utilized to alert the traveling public of the proposed construction activities. Two weeks prior to the beginning of construction activities a PCMS is to be located at the following locations:
  - a. EB I-64 Off-Ramp @ US 60 (Exit 123)
  - b. EB I-64 Off-Ramp @ KY 801 (Exit 133)
  - c. WB I-64 Off-Ramp @ KY 801 (Exit 133)
  - d. WB I-64 Off-Ramp @ KY 32 (Exit 137)
  - e. EB US 60 @ KY 826 (Bath Co. US 60 MP 19.03)

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<u>NOTE:</u> Two weeks prior to setting up the PCMSs, the Contractor shall provide the District Traffic Engineer two different proposed messages for the PCMSs. The first is to alert of the planned construction activities at this intersection. The second is to alert of the active construction activities at the intersection. The District Traffic Engineer is to make final approval of the messages prior to display.

- 2. Perform shoulder milling/trenching and embankment grading within one corner of the intersection before constructing the curb and gutter, drainage flumes and channel lining, and the pavement widening. Repeat this effort in all four (4) corners to establish the full, paved footprint.
- 3. With the intersection continuing to operate as all-way stop-controlled, construct the truck apron in each of the corners of the intersection.
- 4. Proposed lighting must be operational before circulatory movement is implemented. The Contractor needs to coordinate with the lighting contractor/construction to ensure correct construction timing.
- 5. Erect an oversized "NEW TRAFFIC PATTERN AHEAD" sign on each approach to the intersection, transition the operation of the intersection to the circulatory roundabout movement and perform the necessary asphalt milling & texturing to establish the seat for and construct the Central Island.

<u>NOTE:</u> The Contractor is to remain on-site to direct traffic from the beginning of the construction of the Central Island, during the 24 hr curing period, and until permanent miniroundabout signing and temporary striping is constructed. For larger vehicles that would normally need to mount the Central Island, the Contractor may direct those vehicles in a contra-flow manner during the curing period. At night, all flaggers must be externally illuminated.

- 6. Perform the necessary asphalt milling & texturing to establish the seat for and construct the Splitter Islands.
- 7. Perform the necessary asphalt milling & texturing for constructing the lifts of asphalt base to bring the footprint to the asphalt surface thickness from the proposed elevations.
- 8. Construct the asphalt milling & texturing for the edge key of each approach and then place all asphalt surface.
- 9. Construct the permanent thermoplastic striping and pavement markings.

Unless otherwise approved by the Engineer, no lane closures will be allowed on the following dates:

Labor Day Weekend Friday, September 4, 2020 – Monday, September 7, 2020 Thanksgiving Holiday, Christmas Holiday, Wednesday, December 23, 2020 – Sunday, December 27, 2020 Wednesday, December 31, 2020 – Friday, January 1, 2021 Friday, April 2, 2021 – Sunday, April 4, 2021

The Engineer may specify additional days and/or hours when lane closures will not be allowed due to unforeseen events.

Liquidated Damages will be assessed for any and all lane closures that exceed the approval time limits in accordance with the Special Note for Completion Dates & Liquidated Damages.

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The Contractor shall completely cover any signs, existing, permanent, or temporary, which do not properly apply to the current traffic phasing, and shall maintain the covering until signs are applicable or are removed.

In general, all traffic control devices shall be placed starting and proceeding in the direction of the flow of traffic, and removed starting and proceeding in the direction opposite the flow of traffic.

#### LANE CLOSURES

Do not leave lane closures in place during prohibited periods.

#### **SIGNS**

Sign posts and splices shall be compliant with NCHRP 350 or MASH. Manufacturer's documentation validating this compliance shall be provided to the Engineer prior to installation. Signs, including any splices, shall be installed according to manufacturer's specifications and installation recommendations. Contrary to section 112.04.02, only long-term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment. Short-term signs (signs intended to be left in place for 3 days or less) will not be measured for payment but will be incidental to Maintain and Control Traffic. Individual signs will be measured only once for payment, regardless of how many times they are set, reset, relocated, and removed during the duration of the project. Replacements for damaged signs directed by the Engineer to be replaced due to poor condition or reflectivity will not be measured for payment.

#### **CHANGEABLE MESSAGE SIGNS**

The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the contractor will repair or replace the PCMS immediately. The Department will not take possession of the signs upon completion of the work. The Department will measure for payment the maximum number of PCMS in concurrent use at the same time on a single day on all sections of the contract. PCMS will be paid for once, regardless of how many times they are set, reset, removed, and relocated during the duration of the project. The Department will not measure for payment replacements for damaged PCMS or for signs the Engineer directs be replaced due to poor condition or readability.

#### **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 for road closures and to protect pavement removal areas in individual units Each. The Department will measure for payment the maximum number of barricades in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual barricades only once for payment, regardless of how many times they are set, reset,

Traffic Control Plan Page 4 of 10

removed, and relocated during the duration of the project. The Department will not measure replacements for damaged barricades the Engineer directs to be replaced due to poor condition or reflectivity. The Contractor shall retain possession of the barricades upon completion of construction.

#### PAVEMENT MARKINGS

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

If the Contractor's operations or phasing requires temporary markings that must subsequently be removed from the final surface course, use an approved removable lane tape; however, the Department will not measure removable lane tape for separate payment, but will measure and pay for removable lane tape as temporary striping.

#### PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and un-resurfaced 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. Spacing of devices on tapered sections shall be in accordance with MUTCD, current edition. When work is not active in the drop-off area, 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.

Greater than 4" - Protect drop-offs greater than 4" by placing drums, vertical panels, or barricades between the edge of pavement and drop-off. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades. If concrete barriers are used, special reflective devices or steady burn lights should be used for overnight installations.

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

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#### **TEMPORARY ENTRANCES**

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

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

The Department will measure asphalt materials required to construct and maintain any temporary entrances which may be necessary to provide temporary access; however, the Department will not measure aggregates, excavation, and/or embankment, but shall be incidental to Maintain and Control Traffic. The Engineer will determine the type of surfacing material, asphalt or aggregate, to be used at each entrance.

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#### 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 ensuring 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
- No 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 ensure that the sign 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 theft (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:

Word	Abbrev	Example
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 DELAYS I75/ USE ALT RTE
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 1275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	ACCIDENT 3 MI/ 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

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#### **Standard Abbreviations** (cont)

Word	<b>Abbrev</b>	<b>Example</b>
Street	ST	MAIN ST CLOSED/ USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/ DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/ USE 1275 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>	Intended Word	Word Erroneously Given
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
TEMP	Temporary	Temperature
WRNG	Warning	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	<u>Action</u>
ACCIDENT	ALL TRAFFIC EXIT RT
ACCIDENT/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	<b>DETOUR XX MILES</b>
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT
FOG XX MILES	PASS TO RIGHT

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#### **Typical Messages** (cont)

Reason/Problem Action FREEWAY CLOSED PREPARE TO STOP FRESH OIL **REDUCE SPEED** HAZMAT SPILL **SLOW ICE** SLOW DOWN **INCIDENT AHEAD** STAY IN LANE LANES (NARROW, SHIFT, MERGE, ETC.) STOP AHEAD LEFT LANE CLOSED STOP XX MILES LEFT LANE NARROWS **TUNE RADIO 1610 AM USE NN ROAD LEFT 2 LANES CLOSED** LEFT SHOULDER CLOSED **USE CENTER LANE** LOOSE GRAVEL **USE DETOUR ROUTE** MEDIAN WORK XX MILES USE LEFT TURN LANE MOVING WORK ZONE, WORKERS IN ROADWAY **USE NEXT EXIT USE RIGHT LANE** NEXT EXIT CLOSED

WATCH FOR FLAGGER

NO PASSING NO SHOULDER ONE LANE BRIDGE PEOPLE CROSSING RAMP CLOSED

NO OVERSIZED LOADS

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

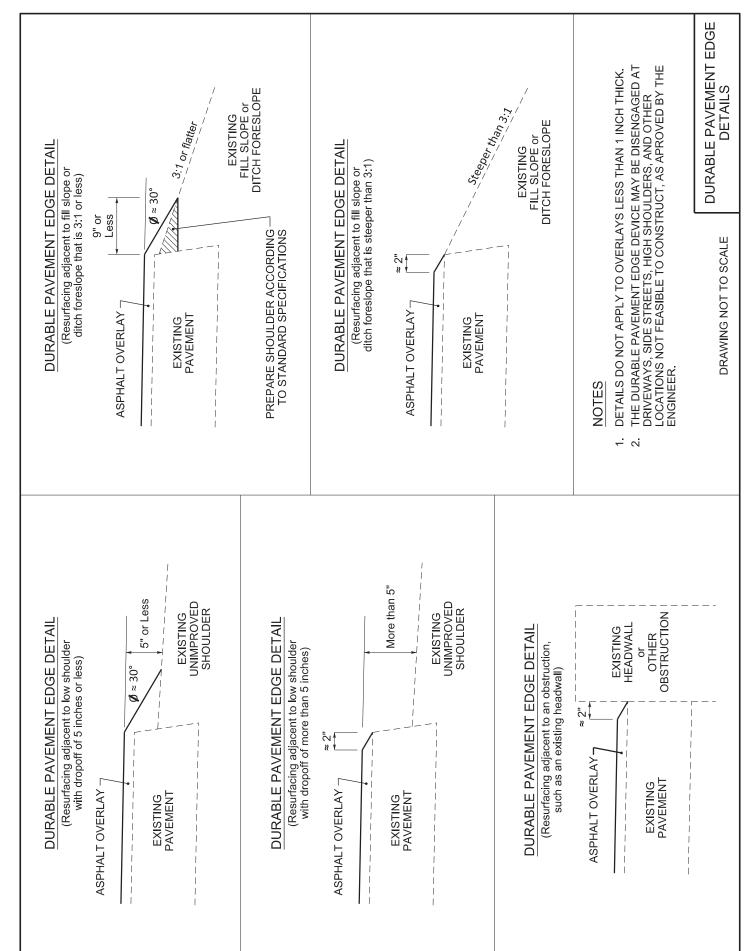
**UNEVEN LANES** 

WATER ON ROAD

**WET PAINT** 

WORK ZONE XX MILES

**WORKERS AHEAD** 



Contract ID: 204128 Page 57 of 197



# 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**

X Original Re-	Re-Certification RIGHT OF WAY CERTIFICATION				
ITEM#	COUNT	ГҮ	PROJE	CT # (STATE)	PROJECT # (FEDERAL)
9-9009.01	Bath		FD52 006	0060 019-021	HSIP 5211 (121)
PROJECT DESCRIPTION					
Construct a Mini F	Roundabout at the	intersection	of US 60 an	d KY-801	
X No Additional Right	of Way Required	VALUE OF THE STATE	or of the last	thrule and the said	
Construction will be within th		right of way. The	e right of wav w	as acquired in accorda	nce to FHWA regulations
under the Uniform Relocation					
relocation assistance were re					
Condition # 1 (Additi	onal Right of Way Re	quired and Cle	eared)		
All necessary right of way, in					
					may be some improvements
remaining on the right-of-wa					
rights to remove, salvage, or court. All relocations have be					
adequate replacement housi					liable to displaced persons
	onal Right of Way Re	the later with the la		Transcours.	
The right of way has not been				of-way required for th	ne proper execution of the
project has been acquired. So					
right of entry has been obtain	ned, the occupants of al	l lands and impr	ovements have	vacated, and KYTC has	physical possession and right
to remove, salvage, or demo					
Compensation for all pending				o AWARD of construct	ion contract
	ional Right of Way Re				
The acquisition or right of oc					
remaining occupants have ha					
be fully acquired, and/or som				= -	necessary right of way will not
court for some parcels until a					
24.102(j) and will expedite co					
AWARD of the construction of				J	
Total Number of Parcels on Project	O EXCEPTION	(S) Parcel #	ANTICIE	PATED DATE OF POSSESSION	N WITH EXPLANATION
Number of Parcels That Have Been	Acquired				
Signed Deed				Walter State of the Control of the C	
Condemnation Signed ROE					
Notes/ Comments (Use Addition	nal Sheet if necessary)				
					13
	oject Manager			Right of Way Sup	
Printed Name	340	F	Printed Name	James R. Ma	ason
Signature			Signature		
S. P. S. Dieser and Co.			Jigitature		2-12.1-
Date			Date	06/08/2020	2-7 Rill-
	Way Director			06/08/2020 FHWA	2-7 R. /-
		00 P		FHWA	
Right of	Way Director  2020.06	.09	Date	FHWA	ature Required HWA-KYTC

#### UTILITIES AND RAIL CERTIFICATION NOTE

Batha County - HSIP 5211 (120)
006 0060 019-021
Construct a Mini Roundabout at the Intersection of US 60 and
KY 801

Item No. 9-9009.01

#### GENERAL PROJECT NOTE ON UTILITY PROTECTION

Utility coordination efforts determined that utility gas relocation work may be required to complete the project and the Contractor will be required to coordinate with the Gas Contractor. The Contractor is to avoid all other existing utility facilities while completing roadway work. The Contractor will notify the utility companies at least 2 weeks prior to starting work.

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

#### **Water Facilities**

**Bath County Water District** has a 10" asbestos concrete water main on the north side of US 60 crossing the KY 801 north leg as shown on the plans. The water main is deep enough that all work is to be performed without impacting the existing water facilities. Contractor is to use caution near the existing 1" service line that crosses US 60 east of KY 801 that serves the Pigout BBQ and the Church.

**Morehead Plant Board** has a 10" asbestos concrete water main starting just east of KY 801 where Bath County's facilities end and continues east through the end of the project. All work is to be performed without impacting existing water facilities.

#### **Sewer Facilities**

**Morehead Plant Board** has existing sewer facilities crossing US 60 on the east side of KY 801 and continuing along KY 801 as shown on the plans. No impacts are anticipated with the proposed work, but the contractor is to work with the company to have services located for the construction at the intersection of US 60 and KY 801.

#### **Overhead Electric Facilities**

**LGE-KU** has existing overhead electric facilities on both sides of KY 801 as shown on the plans and no impacts are anticipated. The contractor is to use caution when working around and under the existing facilities coordinating with the company and notifying them of the beginning of construction.

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

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

N/A

#### UTILITIES AND RAIL CERTIFICATION NOTE

Rowan County - HSIP 5211 (120)
103 0060 000-001
Construct a Mini Roundabout at the Intersection of US 60 and
KY 801
Item No. 9-9009.01

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

Delta Gas has 2" gas main on the north side of US 60 east of KY 801 and services that run to the Dollar General and Farmers Community Church. The service to Dollar General crosses the north leg of KY 801. There are potential conflicts at the US 60/KY 801 intersection as well as with the proposed guardrail installations near this intersection. The contractor is to coordinate with Delta Gas when completing KY 801 intersection work near existing gas mains and services.

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

N/A

#### **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

Rowan County - HSIP 5211 (120)
103 0060 000-001
Construct a Mini Roundabout at the Intersection of US 60 and
KY 801
Item No. 9-9009.01

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**

Utility Company/Agency	Contact Name	Contact Information
1. Bath County Water	Kenny Barber	(606) 683-6363 PO Box 369
		21 Church Street
		Salt Lick, KY 40371
2. Delta Gas	Tom Conlee	(859) 744-6171 x1122
		3617 Lexington Road
		Winchester, KY 40391
3. LGE-KU	Caroline Justice	(502) 627-3708
		820 West Broadway
		PO Box 32020
		Louisville, KY 40202
4. Morehead Plant Board	Kenny Cornett	(606) 356-0603
		135 S. Wilson Avenue
		Morehead, KY 40351

NOTE: The Utilities Contact List is provided as informational only, and may not be a complete list of all Utility Companies with facilities in the project area.



# Kentucky Transportation Cabinet Highway District 9

And

(2)	Construction
(4),	Construction

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

**Groundwater protection plan** 

**For Highway Construction Activities** 

For

Highway Safety Improvement Project on US 60 in Bath and Rowan County

Project: CID 20-4128

KPDES BMP Plan Page 1 of 14

# **Project information**

```
Note -(1) = Design (2) = Construction (3) = Contractor
```

- 1. Owner Kentucky Transportation Cabinet, District 9
- 2. Resident Engineer: (2)
- 3. Contractor name: (2)
  Address: (2)

Phone number: (2)

Contact: (2)

Contractors agent responsible for compliance with the KPDES permit requirements (3):

- 4. Project Control Number: (2)
- 5. Route (Address): US 60
- 6. Latitude/Longitude (project mid-point): 38° 8' 27.98", -83° 32' 56.93"
- 7. County (project mid-point): Bath and Rowan
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

## A. Site description:

- 1. Nature of Construction Activity (from letting project description): Asphalt Surface with Grade & Drain
- 2. Order of major soil disturbing activities: (2) and (3)
- 3. Projected volume of material to be moved: 20 CY (Cut) & 280.0 CY (Fill).
- 4. Estimate of total project area (acres): 4.4
- 5. Estimate of area to be disturbed (acres): 1.2
- Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition: (1) & (2)
- 8. Data describing existing discharge water quality (if any): (1) & (2)
- 9. Receiving water name: Licking River
- 10. TMDLs and Pollutants of Concern in Receiving Waters: *No TDML's were involved on this project.*
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.

#### 12. Potential sources of pollutants:

The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

### **B. Sediment and Erosion Control Measures:**

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

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

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

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

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BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: This project does not include storm water BMPs or flow controls for post-construction use.

#### C. Other Control Measures

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

#### 2. Waste Materials

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

#### 3. Hazardous Waste

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

#### 4. Spill Prevention

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

#### Good Housekeeping:

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

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

#### > Hazardous Products:

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

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

#### The following product-specific practices will be followed onsite:

#### > Petroleum Products:

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

The contractor shall prepare an Oil Pollution Spill Prevention Control and Countermeasure plan when the project that involves the storage of petroleum products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

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#### > Fertilizers:

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

#### > Paints:

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

#### Concrete Truck Washout:

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

#### > Spill Control Practices

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.

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 Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.

#### D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. There are no other local (MS4) requirements that are expected to be necessary for this project.

#### E. Maintenance

- 1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
- Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any nonroutine maintenance. There are no such BMP's for this project.

# F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of

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the Standard Specifications for Road and Bridge Construction, current edition.

- Inspection reports will be written, signed, dated, and kept on file.
- ➤ Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- ➤ All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- ➤ Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- ➤ Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- ➤ Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and reseeded / mulched as needed.
- Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

# G. Non – Storm Water discharges

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

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

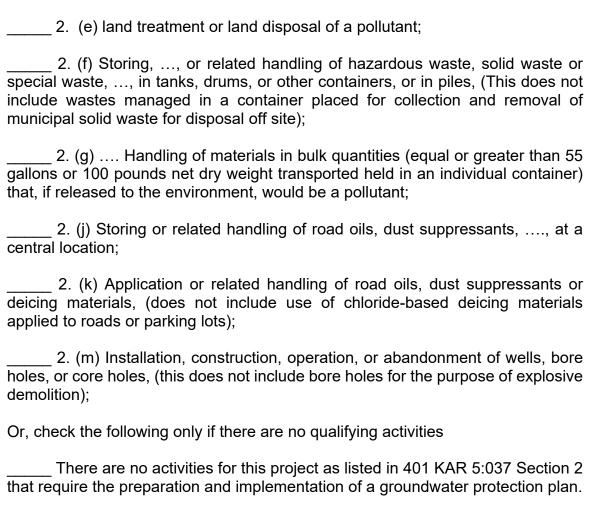
All non-storm water discharges will be directed to the sediment basin or to a filter fence enclosure in a flat vegetated infiltration area or be filtered via another approved commercial product.

## H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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



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

KPDES BMP Plan Page 11 of 14

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

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

### KYTC BMP Plan for Project CID 20-4128

### Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer s	signature		
Signed Typed or prin	title ted name <sup>2</sup>	,sign	ature
(3) Signed	title		
Typed or printe	d name¹	9	signature

- 1. Contractors Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.
- 2. KyTC note: to be signed by the Chief District Engineer or a person designated to have the authority to sign reports by such a person (usually the resident engineer) in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601 Reference the Project Control Number (PCN) and KPDES number when one has been issued.

#### Contract ID: 204128 Page 74 of 197

### KYTC BMP Plan for Project CID 20-4128

### **Sub-Contractor Certification**

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

Subcontractor
Name: Address: Address:
Phone:
The part of BMP plan this subcontractor is responsible to implement is:
I certify under penalty of law that I understand the terms and conditions of the genera Kentucky Pollutant Discharge Elimination System permit that authorizes the storm wate discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.
Signedtitle, Typed or printed name¹ signature
1. Sub Contractor Note: to be signed by a person who is the owner, a

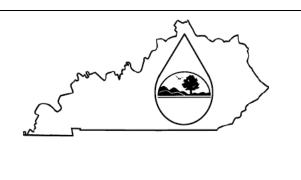
1. Sub Contractor Note: to be signed by a person who is the owner, a responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Project Control Number (PCN) and KPDES number when one has been issued.

# CID 20-4128 Bath County Highway Safety Improvement Project along US-60 from MP 19.981 – 20.111 Item No.: 9009.01

An electronic Notice of Intent (eNOI) for obtaining coverage under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Stormwater Discharges Associated with Construction Activities (KYR10) has been drafted, a copy of which is attached. Upon award, the Contractor will be identified in Section III of the form as the "Building Contractor" and the eNOI will be submitted for approval to the Kentucky Division of Water. The Contractor shall be responsible for advancing the work within this contract in a manner that is compliant with all applicable and appropriate KYTC specifications for sediment and erosion control, as well as meeting the requirements of the KYR10 permit and the KDOW.

eForm Submittal ID: 193703

Contract ID: 204128 Page 76 of 197



### KENTUCKY POLLUTION DISCHARGE

### **ELIMINATION SYSTEM (KPDES)**

Notice of Intent (NOI) for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

Click here for Instructions (Controls/KPDES FormKYR10 Instructions.htm)

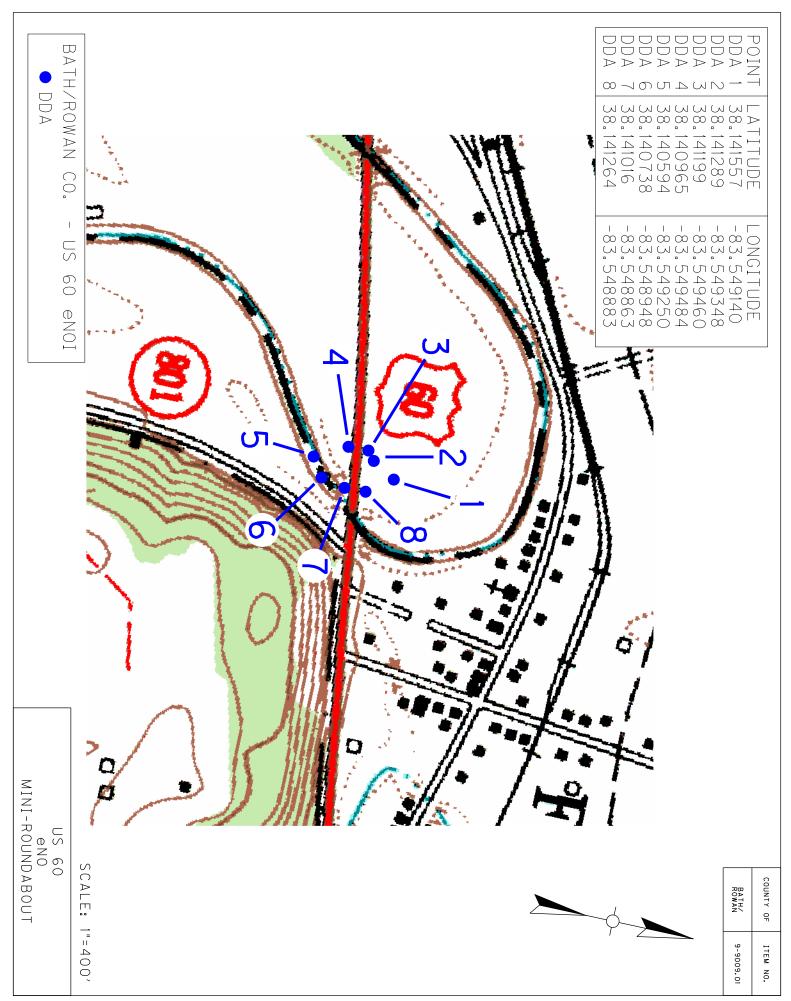
Click here to obtain information and a copy of the KPDES General Permit. (http://dep.ky.gov/formslibrary/Documents/KYR10PermitPage.pdf)

(\*) indicates a required field; (<) indicates a field may be required based on user input or is an optionally required field

implementation of a Best Management Practices (BMP) 2) Any operation that the DOW determines an individua 3) Any project that discharges to an Impaired Water list developed.	ctivities disturbing i acre or more of dist eneral permit: d an individual KPI p) plan; al permit would be ted in the most rec	individually one sturbance.  DES permit for etter address th	e (1) acre or mo	ore, including, in of other wastew om that operation	ought:(√)  the case of a contact aters which requests:	uires the deve	elopment and				
ELIGIBILITY: Stormwater discharges associated with construction act construction activities that cumulatively equal one (1) act exclusions: The following are excluded from coverage under this get 1) Are conducted at or on properties that have obtained implementation of a Best Management Practices (BMP) 2) Any operation that the DOW determines an individua 3) Any project that discharges to an Impaired Water listed developed.  SECTION I FACILITY OPERATOR INFORMATION (FOR Company Name:(√)	ctivities disturbing i acre or more of dist eneral permit: d an individual KPI p) plan; al permit would be ted in the most rec	individually one sturbance.  DES permit for etter address th	e (1) acre or mo	ore, including, in of other wastew om that operation	the case of a c	uires the deve	elopment and				
Stormwater discharges associated with construction action action activities that cumulatively equal one (1) activities that cumulatively equal one (1) activities that cumulatively equal one (1) activities activities that cumulatively equal one (1) activities are excluded from coverage under this get 1) Are conducted at or on properties that have obtained implementation of a Best Management Practices (BMP) (2) Any operation that the DOW determines an individua 3) Any project that discharges to an Impaired Water listed developed.  SECTION I FACILITY OPERATOR INFORMATION (FORMATION (FORM	eneral permit: d an individual KPI ) plan; al permit would betted in the most rec	DES permit for	the discharge of	of other wastew	aters which req	uires the deve	elopment and				
The following are excluded from coverage under this get 1) Are conducted at or on properties that have obtained implementation of a Best Management Practices (BMP) 2) Any operation that the DOW determines an individua 3) Any project that discharges to an Impaired Water list developed.  SECTION I FACILITY OPERATOR INFORMATION (FORMATION (FORMATION NAME) (IV)	d an individual KPI P) plan; al permit would bet ted in the most rec	etter address th	e discharges fro	om that operatio	on;						
Company Name:(\( \strict{} \)	PERMITTEE)	1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been									
					M.I.:	Last Name:(	(√)				
Mailing Address:(*)	City:(*)			State:(*)			Zip:(*)				
822 Elizaville Ave.	Flemingsbu	ourg		Kentucky		~	41041				
eMail Address:(*)  Business Phone:(*)  Alternate Phone:							none:				
Steve.Gunnell@ky.gov 606-845-2551 Phone											
SECTION II GENERAL SITE LOCATION INFORMATION											
Project Name:(*)  Status of Owner/Operator(*)  SIC Code(*)											
KYTC Project: CID 204128			State Gov	ernment	~	1611 High	hway and Street Const 🗸				
Company Name:(√)		First Name:(				Last Name:(	` ,				
Company Name		First Name MI Last Name									
Site Physical Address:(*)											
US 60											
City:(*)			State:(*)			Zip:(*)					
Morehead			Kentucky		•	40351					
County:(*)			*)DMS to DD Co		Longitude(de	cimal degrees	s)(*)				
Bath 🔻	38.141105		/radio/dms-deci	mal)	-83.549147						
SECTION III SPECIFIC SITE ACTIVITY INFORMATION	ION 🕎										
Project Description:(*)											
Highway Safety Improvement Project consisting of the	ne construction of a	a Mini-Rounda	bout, Signing, C	Guardrail, Aspha	alt Paving, and	Trenching Ear	rth Shoulders				
a. For single projects provide the following information	ion										
a. For single projects provide the following information											
Steve.Gunnell@ky.gov  SECTION II GENERAL SITE LOCATION INFORMAT  Project Name:(*)  KYTC Project: CID 204128  Company Name:(√)  Company Name  Site Physical Address:(*)  US 60  City:(*)  Morehead  County:(*)  Bath  SECTION III SPECIFIC SITE ACTIVITY INFORMATION Project Description:(*)  Highway Safety Improvement Project consisting of the	Latitude(deci (https://www. 38.141105	First Name	Status of Ow State Gov  State:(*)  Kentucky  *)DMS to DD Coordinates of the coordinates o	onverter mal)	M.I.: MI  Longitude(de -83.549147	Phone  SIC Code(*)  1611 High  Last Name:(  Last Name  Zip:(*)  40351  cimal degrees	hway and Street Const (✓) e				

Total Number of Acres in Project	ct:(√)		Total Nu	mber of Acres Disturbed:(√)				
4.4			1.2	1.2				
Anticipated Start Date:(√)			Anticipat	Anticipated Completion Date:(√)				
,								
b. For common plans of dev	relopment provide the fo	ollowing information						
Total Number of Acres in Project	ot:(√)		Total Nu	Total Number of Acres Disturbed:(√)				
# Acre(s)			# Acre	# Acre(s)				
Number of individual lots in dev	velopment, if applicable	:(√)	Number	Number of lots in development:(√)				
# lot(s)			# lot(s)	# lot(s)				
Total acreage of lots intended to	o be developed:(√)		Number	of acres intended to be distu	urbed at any one time:(√)			
Project Acres			Disturb	ped Acres				
Anticipated Start Date:(√)			Anticipat	ed Completion Date:(√)				
List Building Contractor(s) at the	e time of Application:(*)	)	,		_			
Company Name								
+								
4					<b>&gt;</b>			
CECTION IV. IE THE DEDMI	TTED CITE DISCULADO	NEC TO A MATERIA	DODY THE FOLLOWING	INFORMATION IS DESCRIBE	DED (B)			
SECTION IV IF THE PERMIT	TIED SITE DISCHARG	SES TO A WATER E	BODY THE FOLLOWING	INFORMATION IS REQUIR	KED 🙀			
Discharge Point(s):								
Unnamed Tributary?	·			ne				
1 Yes	38.141557	-83.549140	Licking River	Delete				
2 Yes	38.141289	-83.549348	Licking River	Delete				
3 Yes	38.141199 -83.549460 Licking			Delete				
4 Yes				Delete				
5 Yes	38.140594	-83.549250	Licking River					
6 Yes	38.140738	-83.548948	Licking River	Delete				
7 Yes	38.141016	-83.548863	Licking River	Delete				
8 Yes	38.141264	-83.548883	Licking River	Delete				
+								
CECTIONIV IE THE DEDMIT	TED CITE DISCULADO	EC TO A MOATUE	FOLLOWING INFORMA	TION IS DECLUDED.				
SECTION V IF THE PERMIT	TED SITE DISCHARG	ES TO A MS4 THE	FOLLOWING INFORMA	TION IS REQUIRED 👸				
Name of MS4:					•			
					•			
Date of application/notification t	to the MS4 for construc	tion site permit cove		e Point(s):(*)				
Date				itude Longitude				
			+					
			4		<b>-</b>			
0.0000000000000000000000000000000000000		OTD. 10-10-1	#TIE0 IN					
SECTION VI WILL THE PRO				DY OR THE RIPARIAN ZON	E?			
Will the project require construct (*)	ction activities in a wate	r body or the riparia	an zone?:		•			
If Yes, describe scope of activity	y: (✓)		descril	pe scope of activity				
Is a Clean Water Act 404 permi	it required?:(*)			•				
	1 (7		No	No				

13//4(4/24)			Kentucky EE			
Is a Clean Water Act 401 Water Quality	Certification requ	uired?:(*)	No			•
SECTION VII NOI PREPARER INFO	RMATION					
First Name:(*)	M.I.:	Last Name:(*)		Company Name:(*	)	
First Name	MI	Last Name		Company Name		
Mailing Address:(*)		City:(*)		State:(*)		Zip:(*)
Mailing Address		City			•	Zip
eMail Address:(*)		•	Business	Phone:(*)	Alternate Ph	one:
eMail Address			Phone		Phone	
SECTION VIII ATTACHMENTS						
Facility Location Map:(*)			Upload fi	le		
Supplemental Information:			Upload fi	le		
SECTION IX CERTIFICATION						
certify under penalty of law that this do qualified personnel properly gather and esponsible for gathering the information	evaluate the info	ormation submitted. Ba the best of my knowle	ased on my inquiry of t edge and belief, true, a	he person or persons waccurate, and complete.	ho manage the system,	or those persons directly
certify under penalty of law that this do qualified personnel properly gather and responsible for gathering the information submitting false information, including the	evaluate the info	ormation submitted. Ba the best of my knowle	ased on my inquiry of t edge and belief, true, a	he person or persons waccurate, and complete.	ho manage the system,	or those persons directly
certify under penalty of law that this do qualified personnel properly gather and responsible for gathering the information submitting false information, including the	evaluate the info	ormation submitted. Ba the best of my knowle	ased on my inquiry of t edge and belief, true, a	he person or persons waccurate, and complete.	ho manage the system,	or those persons directly
certify under penalty of law that this do qualified personnel properly gather and responsible for gathering the information submitting false information, including the Signature:(*)	evaluate the info	ormation submitted. Ba the best of my knowle	ased on my inquiry of tedge and belief, true, a for knowing violations.	he person or persons waccurate, and complete.  Title:(*)	ho manage the system,	or those persons directly
certify under penalty of law that this do qualified personnel properly gather and responsible for gathering the information submitting false information, including the Signature:(*)	evaluate the info	ormation submitted. Bate the best of my knowled ine and imprisonment M.I.	ased on my inquiry of tedge and belief, true, a for knowing violations.	he person or persons waccurate, and complete.  Title:(*)  Title	ho manage the system,	or those persons directly
certify under penalty of law that this do qualified personnel properly gather and responsible for gathering the information submitting false information, including the Signature:(*)  Signature  First Name:(*)	evaluate the info	ormation submitted. Bate the best of my knowled ine and imprisonment M.I.	ased on my inquiry of tedge and belief, true, a for knowing violations.	he person or persons waccurate, and complete.  Title:(*)  Title  Last Name:(*)	ho manage the system,	or those persons directly



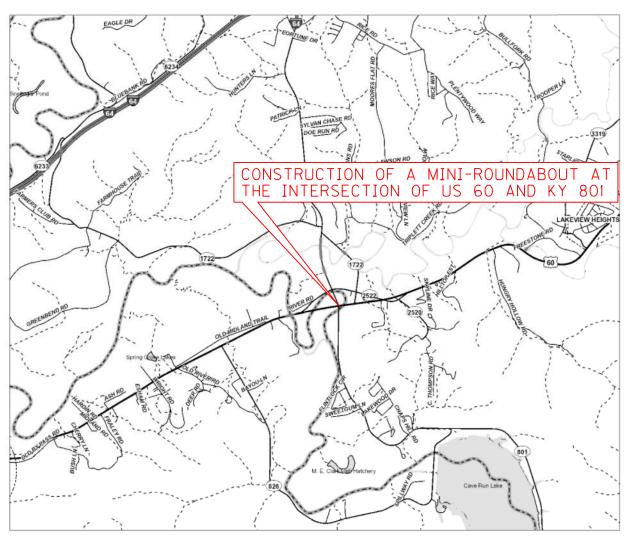
### Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

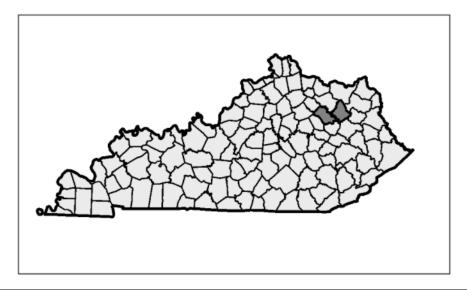




PLANS OF PROPOSED PROJECT

## MINI-ROUNDABOUT BATH AND ROWAN COUNTIES US 60







Gresham Smith

### us 60 GENERAL SUMMARY

COUNTY OF ITEM NO. FEDERAL NO.

BATH/ROWAN 9-9009.01

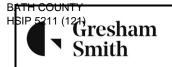
	ITEM	DESCRIPTION	UNIT	TOTAL PROJECT
	1	DGA BASE	TON	282
	221	CL2 ASPH BASE 0.75D PG64-22	TON	261
	356	ASPHALT MATERIAL FOR TACK	TON	2.5
	1689	FLUME INLET TYPE 1 MOD	EACH	5
	1821	LIP CURB AND GUTTER MOD	LF	754
1)	1987	DELINEATOR FOR GUARDRAIL B/W (SPECIAL)	EACH	12
	2230	EMBANKMENT IN PLACE	CUYD	99
	2351	GUARDRAIL-STEEL W BEAM-S FACE	LF	561.25
	2360	GUARDRAIL TERMINAL SECTION NO 1	EACH	2
	2367	GUARDRAIL END TREATMENT TYPE 1	EACH	2
	2381	REMOVE GUARDRAIL	LF	675
	2483	CHANNEL LINING CLASS II	TON	80
	2562	TEMPORARY SIGNS	SQFT	300
	2569	DEMOBILIZATION (BATH/ROWAN US 60 HSIP)	LS	1
	2650	MAINTAIN & CONTROL TRAFFIC (BATH/ROWAN US 60 HSIP)	LS	1
	2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	5
	2676	MOBILIZATION FOR MILL & TEXT (BATH/ROWAN US 60 HSIP)	LS	1
	2677	ASPHALT PAVE MILLING & TEXTURING	TON	586
	2701	TEMP SILT FENCE	LF	3000
	2703	SILT TRAP TYPE A	EACH	1
	2704	SILT TRAP TYPE B	EACH	1
	2705	SILT TRAP TYPE C	EACH	8
	2706	CLEAN SILT TRAP TYPE A	EACH	1
	2707	CLEAN SILT TRAP TYPE B	EACH	1
	2708	CLEAN SILT TRAP TYPE C	EACH	8
	2726	STAKING (BATH/ROWAN US 60 HSIP)	LS	1
	2775	ARROW PANEL	EACH	2
	3225	TUBULAR MARKERS (PEXCO CITY POST EMBEDED ANCHOR CUP)	EACH	66
	5950	EROSION CONTROL BLANKET	SQYD	800
	5952	TEMP MULCH	SQYD	4000
	5953	TEMP SEEDING AND PROTECTION	SQYD	3000
	5963	INITIAL FERTILIZER	TON	0.05
	5964	MAINTENANCE FERTILIZER	TON	0.03
$\vdash$	5985	SEEDING AND PROTECTION	SQYD	800
$\vdash$	5992 6406	AGRICULTURAL LIMESTONE	TON	0.6 304.27
$\vdash$	6410	SBM ALUM SHEET SIGNS .080 IN STEEL POST TYPE 1	LF	472
	6490	CLASS A CONCRETE FOR SIGNS	CUYD	2
	6510	PAVE STRIPING-TEMP PAINT-4 IN	LF	6000

① REFER TO THE DETAIL SHEET FOR THE MODIFIED DESIGN.

<sup>2 40</sup> OF THE 80 TONS TO BE INSTALLED AT THE DISCRETION OF THE ENGINEER.

TO BE PEXCO CITY POSTS, 28 INCHES TALL, YELLOW POSTS, WITH DOUBLE YELLOW REFLECTIVE STRIPING, WITH THE EAC BASE, AND THE STANDARD CITY POST TOP.

<sup>(4)</sup> FOR USE IN MAINTAINING TRAFFIC DURING CONSTRUCTION.



### US 60 GENERAL SUMMARY

COUNTY OF	ITEM NO.	FEDPage 820f 197
BATH/ROWAN	9-9009.01	

	ITEM	DESCRIPTION	UNIT	TOTAL PROJECT				
	6546	PAVE STRIPING-THERMO-12 IN W	LF	279				
	6569	PAVE MARKING-THERMO CROSS-HATCH	SQFT	370				
	20748ED	SHOULDER MILLING/TRENCHING	SQYD	724				
(5)	21134ND	REMOVE-STORE AND REINSTALL SIGN	EACH	5				
	21373ND	REMOVE SIGN	EACH	31				
	21596ND	GMSS TYPE D	EACH	8				
	21596ND	GMSS TYPE D (SURFACE MOUNT)	EACH	4				
1	22045NN	FLUME INLET TYPE 2-MOD	EACH	3				
	22520EN	PAVE MARKING-THERMO YIELD BAR-36IN	LF	59				
6	23379EC	STAMPED CONCRETE SQYD						
	24097EC	THERMO RUMBLE STRIPS TY 2	LF	36				
	24631EC	BARCODE SIGN INVENTORY	EACH	79				
	24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN (6 IN WIDTH)	LF	59				
	24685EC	CL2 ASPH SURF 0.38A PG64-22	TON	389				
7	24955ED	REMOVE SIGNAL EQUIPMENT	EACH	1				
8	25008EC	PAVE STRIPING-THERMO-6 IN W-WET REFLECT (3M 50/50 WET REFLECT)	LF	2773				
<u>(8)</u>	25009EC	PAVE STRIPING-THERMO-6 IN Y-WET REFLECT (3M 50/50 WET REFLECT)	LF	2438				
_	25019EC	GROOVE FOR PAVE STRIPING - 7 IN	LF	5211				

(5) AT THE DISCRETION OF THE ENGINEER.

- (7) INCLUDES THE FLASHING BEACONS AND SUPPORTING POLES AT THE US 60 INTERSECTION WITH KY 801.
- THERMOPLASTIC TO BE INLAID AND INSTALLED WITH WET REFLECTIVE ELEMENTS IN ACCORDANCE WITH SPECIAL NOTE FOR GROOVED ALL WEATHER PAVEMENT MARKINGS.

<sup>(6) 315</sup> SQYD FOR THE MINI-ROUNDABOUT SPLITTER ISLANDS (REFER TO MOUNTABLE MEDIAN TYPE 3A FOR DESIGN) [DYED TO BAJA RED, 2-BAG (RG-28272R INTERSTAR) AND STAMPED IN A STONE PATTERN], 218 SQYD FOR THE MINI-ROUNDABOUT CENTRAL ISLAND (REFER TO MOUNTABLE MEDIAN TYPE 3A FOR DESIGN) [DYED TO BAJA RED, 2-BAG (RG-28272R INTERSTAR) AND STAMPED IN A STONE PATTERN], AND 246 SQYD FOR THE MINI-ROUNDABOUT TRUCK APRONS [DYED TO BAJA RED, 2-BAG (RG-28272R INTERSTAR) AND STAMPED IN A STONE PATTERN]. CONCRETE FOR THE CENTRAL ISLAND SHALL BE 24-HOUR CURING, 3500 PSI COMPRESSION STRENGTH CONCRETE.

Notes: \* Includes 9 Tons for driveway tie-down
\*\* Includes 5 Tons for driveway tie-down

	533 SY	754 LF	246 SY	389 TONS	261 TONS	282 TONS 261 TONS	<b>586 TONS</b>	724 SY	TOTALS			
Mini-Roundabout - KY 801 Stationing	60	217	44	66*	28	68	90	130	N/A	N/A	502+57.64	500+45.00
Mini-Roundabout - KY 801 Stationing	59	199	48	53	26	92	79	162	N/A	N/A	499+06.76	497+61.00
Mini-Roundabout - US 60 Stationing	414	338	154	270	207	122	417	432	N/A	N/A	304+37.81	295+38.35
Comments	Mountable Median Type 3A (SY)	Lip Curb and Gutter Modified (LF)	Stamped Concrete (SY)	CL2 Asph. Base 0.75D Surf. 0.38A PG64-22 PG64-22 (Tons) (Tons)	CL2 Asph. Base 0.75D PG64-22 (Tons)	DGA Base (Tons)	Asphalt Pave Milling & Texturing (Tons)	Shoulder Milling/ Trenching (SY)	Width (FT)	LT / RT	End Station	Begin Station
			er in the field.	d by the Engine	be determined	quantities will	These numbers are for estimate purposes only. Final locations and quantities will be determined by the Engineer in the field.	poses only. Fina	stimate pur	s are for e	These number	NOTES:
			Υ	PAVEMENT SUMMARY	AVEMENT	P						
			US 60	9-9009.01 - BATH/ROWAN CO US 60	1 - BATH/F	9-9009.0						

				П	RT	Road	of.	Side		Notes:
Remove	Guardrail-Stee			Type 1	Type 1	Treatment	BEGINNING	Proposed		Begin/End Stations are e
Guardrail	I W Beam-S			301+10	301+01	Station	BEGIN	Approx.		stimated to in
	Face			305+28	303+04	Station	END	Approx.		clude the enti
675.00	561.25			Terminal Section 1	Terminal Section 1	Treatment	ENDING	Proposed	Proposed Guardr	ire length of the Rail AND the
ᄕ	뉴			375.00	186.25	(F)	Length	Proposed	ail to be Co	End Treatment
		Summa		0	ω	Rail	of Radius	Number	nstructed	s. The Enginee
End Treatment Type 1	Delineator for Guardrail B/W	of Items					Remarks			Begin/End Stations are estimated to include the entire length of the Rail AND the End Treatments. The Engineer may adjust the proposed guardrail termini to ensure proper installation of the guardrail system.
2	12			디	RT	Road	<b>약</b>	Side	Existin	n of the guardr
				300+87	300+60	Station	BEGIN	Approx.	g Guardra	ail system.
EACH	EACH			304+85	303+04	Station	END	Approx.	il to be Rer	
			•	400.00	275.00	(LF)	Length	Existing	moved	
	LF End Treatment Type 1 2	S Face         561.25         LF         Delineator for Guardrail B/W         12           675.00         LF         End Treatment Type 1         2	Summary of Items           561.25         LF         Delineator for Guardrail B/W         12           675.00         LF         End Treatment Type 1         2	Summary of Items   Summary of Items   561.25   LF   Delineator for Guardrail B/W   12   675.00   LF   End Treatment Type 1   2	+28         Terminal Section 1         375.00         0         LT         300+87         304+85           LT         300+87         304+85         304-85	T         Type 1         301+01         303+04         Terminal Section 1         186.25         3         4         303+04         303+04         303+04         303+04         303+04         303+04         303+04         303+04         1         303+04         303+04         303+04         303+04         303+04         303+04         303+04         4	Treatment         Station         Station         Treatment         (LF)         Rail         Rail         Road         Station         303+04         Rail         R	BEGINNING         BEGIN         END         ENDING         Length of Radius         of Radius         Remarks         Remarks         of Radius         END         END         ENDING         END         ENDING         END         END <th< td=""><td>Proposed BEGINNING         Approx.         Approx. ENDING         Proposed Length ENDING         Number Length of Radius         Number Remarks         Remarks         Side of BEGIN ENDING         Approx. Approx. Approx. Approx. Approx. BEGIN ENDING         Length of Radius         Number Remarks         Remarks         Remarks         Side of BEGIN ENDING         Approx. A</td><td>Proposed         Approx.         Approx.         Approx.         Approx.         Proposed Proposed Number Number Proposed Number Seginving         Existing Guardrail to be Rei         Existing Guardrail to be Rei           BEGINNING         BeGIN         Approx.         Approx.</td></th<>	Proposed BEGINNING         Approx.         Approx. ENDING         Proposed Length ENDING         Number Length of Radius         Number Remarks         Remarks         Side of BEGIN ENDING         Approx. Approx. Approx. Approx. Approx. BEGIN ENDING         Length of Radius         Number Remarks         Remarks         Remarks         Side of BEGIN ENDING         Approx. A	Proposed         Approx.         Approx.         Approx.         Approx.         Proposed Proposed Number Number Proposed Number Seginving         Existing Guardrail to be Rei         Existing Guardrail to be Rei           BEGINNING         BeGIN         Approx.         Approx.

### **PAVEMENT MARKINGS SUMMARY - 9-9009.01**

Begin Station	End Station	Side	Quantity	PAVEMENT MARKING	Comments
295+38	304+38	Mini-Roundabout Edgelines	2,773 LF	Solid White	6" Thermo - 3M 50/50 Wet Reflect to be inlaid in the pavement in accordance with the Special Note for Grooved All Weather Pavement Markings
295+38	304+38	Mini-Roundabout Centerlines	2,438 LF	Solid Yellow	6" Thermo - 3M 50/50 Wet Reflect to be inlaid in the pavement in accordance with the Special Note for Grooved All Weather Pavement Markings
295+38	304+38	Median Island Hatching	370 SQFT	Yellow	Thermo.; Thickness (X) = 24"/ Spacing (Y) = 20'
295+38	304+38	Center and Edge	279 LF	White	Speed Bars: 12" Thermo.; 18" long
	it 550', 650', & the Yield Line	Across the NB Lane	36 LF	White Transverse Rumble Strips	Three (3) sets of Thermo Rumble Strips TY 2 to be constructed on the NB KY 801 approach

### THERMOPLASTIC INTERSECTION MARKINGS

Station	Intersection	Quantity	Comments
1069+02	KY 801	59 LF	Thermo Yield Bar - 36"

Summary	Totals
Pavement Marking - Thermo - Cross-Hatch	370 SQFT
Pavement Striping - Thermo - 12 IN White	279 LF
Pavement Striping - Thermo - 6 IN White - 3M 50/50 Wet Reflect	2,773 LF
Pavement Striping - Thermo - 6 IN Yellow - 3M 50/50 Wet Reflect	2,438 LF
Groove for Pavement Striping	5,211 LF
Thermo Rumble Strips Type 2	36 LF
Thermo Yield Bar - Thermo - 36 IN White	59 LF

### Remove Sign Summary - 9-9009.01

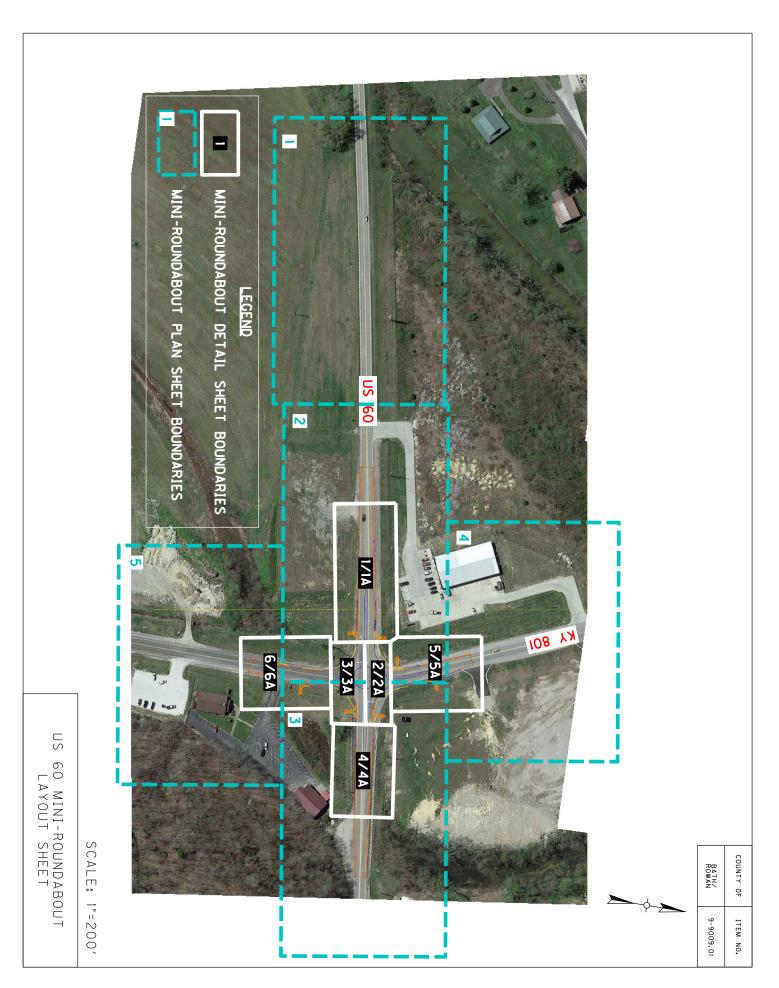
Approx.	Location	Sign Details
Station	LT / RT	Sign Details
289+14	RT	JCT w/ KY 801
291+22	LT	Stop Ahead
291+22	RT	Stop Ahead
297+53	LT	West w/ US 60
297+59	RT	Hospital w/ Straight Arrow
299+33	LT	Stop Sign w/ All-Way
299+24	RT	Stop Sign w/ All-Way
299+24	RT	US 60 w/ Straight Arrow
299+24	RT	To w/ I-64 w/ Left Arrow
299+24	RT	KY 801 w/ Left-Right Arrow
SB KY 801	LT	Stop Ahead
SB KY 801	RT	Stop Ahead
SB KY 801	LT	Stop Sign w/ All-Way
SB KY 801	RT	Stop Sign w/ All-Way
SB KY 801	RT	US 60 w/ Left-Right Arrow
SB KY 801	RT	KY 801 w/ Straight Arrow
NB KY 801	LT	Stop Ahead
NB KY 801	RT	Stop Ahead
NB KY 801	LT	Stop Sign w/ All-Way
NB KY 801	RT	Stop Sign w/ All-Way
NB KY 801	RT	US 60 w/ Left Arrow
NB KY 801	RT	To w/ I-64 w/ Straight Arrow
NB KY 801	RT	KY 801 w/ Straight Arrow
NB KY 801	RT	US 60 w/ Right Arrow
300+96	LT	KY 801 w/ Left-Right Arrow
300+96	LT	To w/ I-64 w/ Left Arrow
300+96	LT	US 60 w/ Straight Arrow
300+96	LT	Stop Sign w/ All-Way
300+90	RT	Stop Sign w/ All-Way
304+76	LT	JCT w/ KY 801
304+86	RT	JCT w/ KY 1722

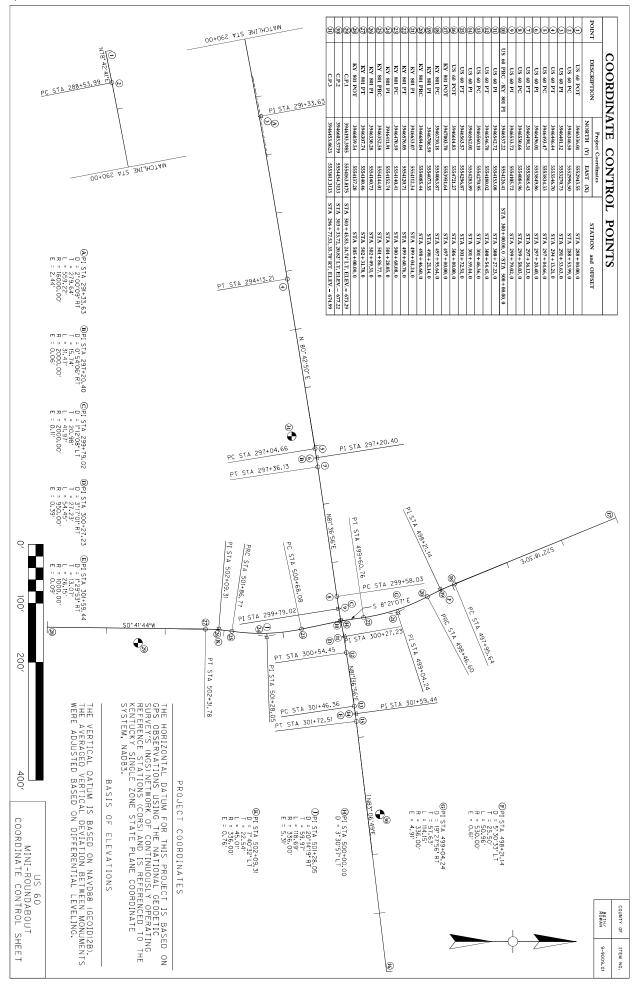
SIGN LOCATION  SIGN LOCATION  F e Approx Approx T of the control o				-			0.83	×	Yellow	n/a	2 × 60	Reflective Sheeting for	n/a	n/a	2	0	1.7	-	OT
Sept		2					6.25	×	Yellow	Black	×	Facing NB KY 801 Traffic	Circular Intersection	W2-6	Š				10
See   Decision Segment	l						0.83	×	Red	n/a	×	Reflective Sheeting for Post	n/a	n/a					
Sept		17		1			6.25	×	White	Black	×		Roundabout Circulation	R6-5P	SB	499+36	28		17
Self- Name   Separa							3.90	×	Red	White	36	Facing SB KY 801 Traffic	Yield	R1-2					
Section   Sect	1	00		1	Type D Surface Mount		5.00	×	White	Black	×	Installed in Splitter Island	Keep Right	R4-7	SB	498+51	0		16
See   Part   P	- 1		+	+			2.19	×	White	Black	×	Facing SR KV 801 Traffic	Advance Right Turn Arrow	M5-1R				+	
Self- Note   Sel							4.00	×	White	Black	×	60	US Route Sign (1 or 2 digit)	M1-4					
See   Propose   Agent   Section							2.00	×	White	Black	×		West	M3-4					
See   Property   Pro							2.19	× 2	White	Black	× >	100	Straight Arrow	M6-3					
Separation Note   Separation		13					2.00	××	White	Black	× ×	801	South State Route Sign (3 or 4 digit)	M3-3	SB	498+48	24		15
Separation							2.19	×	White	Black	×		Advance Roundabout Turn Arrow	M5-3					
Separation							4.00	×	White	Black	×	60	US Route Sign (1 or 2 digit)	M1-4					
Sept							2.00	×	White	Black	×	Facing SB KY 801 Traffic	East	M3-2					
Separt   S				1			5.00	×	White	Black	×	801	State Route Sign (3 or 4 digit)	M1-5A					
		14		1			2.00	×	White	Black	×	Facing NB KY 801 Traffic	North	M3-1	N B	497+18	23		14
Seph   Depart   Dep	1	1		١,			4.00	×	Blue & Red	White	×	64	Interstate Route Sign (2-digit)	M1-1	2	100.00			t
Sign   Depart   Sign   Depart   Sign   Sig		14		1			2.00	×	White	Black	×		То	M4-5	N B	495+35	20		13
Seph   Decirio   Seph		14		1			6.25	×	Yellow	Red, White & Black	×	Facing SB KY 801 Traffic	Yield Ahead	W3-2	SB	496+37	30		12
Seph   Depart   Seph		Ī		-			0.83	×	Yellow	n/a	×	Reflective Sheeting for Post	n/a	n/a	S	490700	ų.		:
Seph   Color				_			6.25	×	Yellow	Black	×	Facing SB KY 801 Traffic	Circular Intersection	W2-6	G	705 ± 36	<b>3</b>		1
Sign		!					0.83	×	Red	n/a	×	Reflective Sheeting for Post	n/a	n/a					
Septicontrol   Sept		17		1			6.25	×	White	Black	×		Roundabout Circulation	R6-5P	EB	299+42	26		10
Septic   S							3.90	×	Red	White	36		Yield	R1-2				-	
Septicon							2.19	××	White	Black	××	801	Advance Right Turn Arrow	M1-5A					
Sign   Approx   Sign   Partico   P		t					2.00	×	White	Black	×		South	M3-3	6	220+022	,	,	ų
Sign   Approx   Sign		12					2.19	×	White	Black	×		Straight Arrow	M6-3	E D	208+52	27		٥
Side   Approx   Approx   Approx   Approx   Approx   Code							2.00	××	White	Black	××	60	East US Route Sign (1 or 2 digit)	M3-2					
Station   Stat							2.19	×	White	Black	×		Advance Roundabout Turn Arrow	M5-3					
State   Approx   Ap		ТВ		-	Type D		5.00	×	White	Black	×	801	State Route Sign (3 or 4 digit)	M1-5A	6	298+52	23	7	o
SIGN LOCATION   Sign Locatio					,		2.00	× 2	White	Black	× :	4	North	M3-1	3		3	,	
Sign   Approx   App							2.00	××	White	Black	×	64	To	M4-5					
SIGN   Approx   App	1	14		1			4.00	× ×	White	Black	××	60	west US Route Sign (1 or 2 digit)	M1-4	WB	297+48		_	7
Sign book   Facing of Offset   Station   Travitica   Facing offset   Sign beaching to   Sign beaching to   Sign beaching to   Sign solution   Sign beaching to   Sign solution   Sign beaching to   Sign solution   Si	1	8		1	Mount		5.00	×	White	Black	×	Island	Keep Right	R4-7	EB	298+00		_	6
Sign Description   Sign Symbol   Sign		13		-	7		2.19	×	White	Black	×		Straight Arrow	M6-3	6	23/ +20	17	,	u
Sign		10 11		٠,			4.00	×	Blue	White	× :	٥	Hospital	D9-2	5	307.36	2 (	, r	n 4
Sign		14		1			5.00	×	White	Black	×	55	Speed Limit XX	R2-1	WB	296+10	32	_	4
Sign		14		1			6.25	×	Yellow	Red, White	×		Yield Ahead	W3-2	EB	295+90	25	R	ω
Sign		14		1			0.83	×	Yellow	n/a	×	Reflective Sheeting for Post	n/a	n/a	E	294+89	18	<sub>Z</sub>	2
Sign   Location   Sign   Sig				1			6.25	×	Yellow	Black	×		Circular Intersection	W2-6			1	+	
SIGN LOCATION  SIGN LOCATION  SIGN Approx Approx Facing of Offset Region (ht)  Traveling Text Sign Description  Sign Description  Sign Description  Sign Description  Sign Text Dimensions Remarks Symbol Color Type Sign Text Dimensions Symbol Color Type Sign Text Ones (in x in) Color Type Sign Description  Sign Description Sign Description Sign Description Sign Description Sign Description Sign Text Dimensions Symbol Color Type Sign Description Sign Text Symbol Color Type Sign Description Sign De		15		1	_		5.00		White	Black	××	801	Junction State Route Sign (3 or 4 digit)	M2-1 M1-5A	EB	289+14	16		1
SIGN LOCATION  SIGN SIGN SIGN SIGN SIGN SIGN SIGN SIGN	ಕ್ಕ			<u> </u>		(SQ FT)	(SQ FT)	-			Įm x my				Traveling				;
SIGN LOCATION SHEETING SHEET Sheet Sheet # of Estimated	st /2	igth of 2-1				Signs 0.125 IN	Signs 0.080 IN		Background Color		Dimensions (in x in)	Sign Text / Remarks	Sign Description		Facing Traffic				Assem
	÷ a	mated Estin		‡ 2		SBM Alum			SHEETING		Si di					ATION	SIGN LOC		

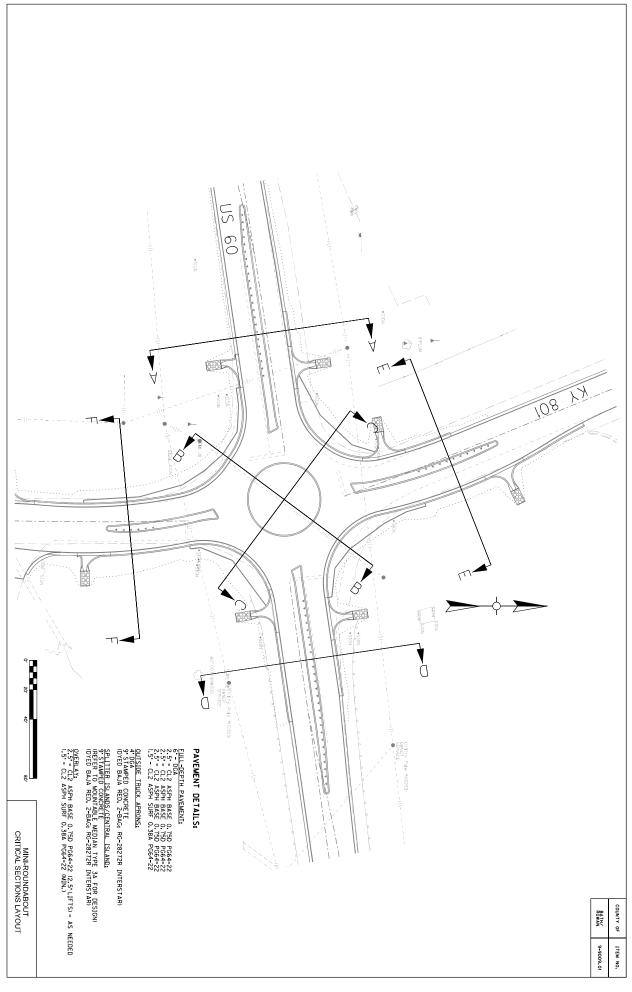
US 60

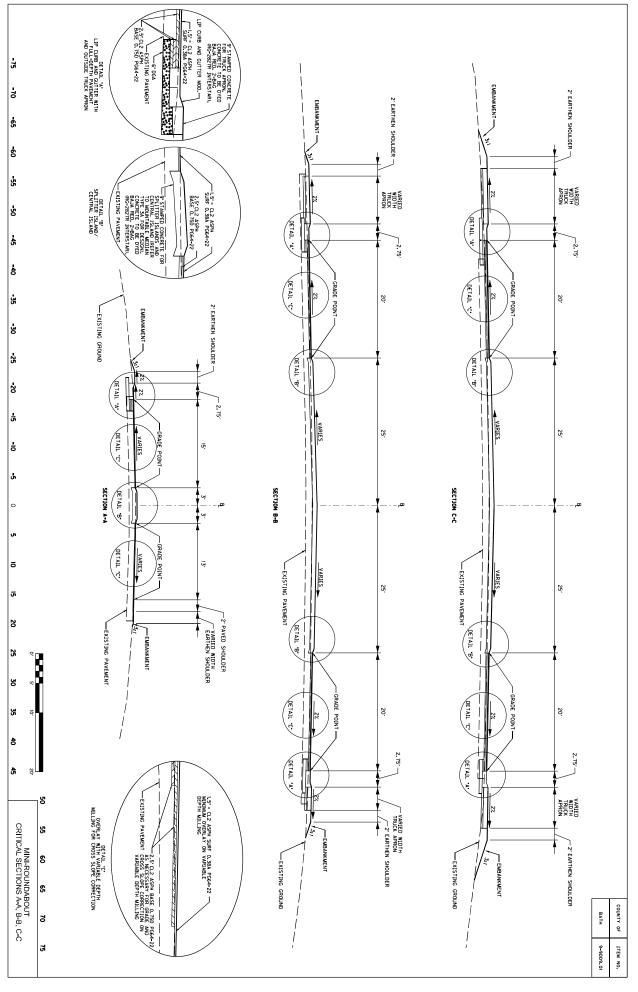
gns 0.080 INCH	304.27	SQFT
Sign Inventory	79	EACH
el Post - Type 1	472	두

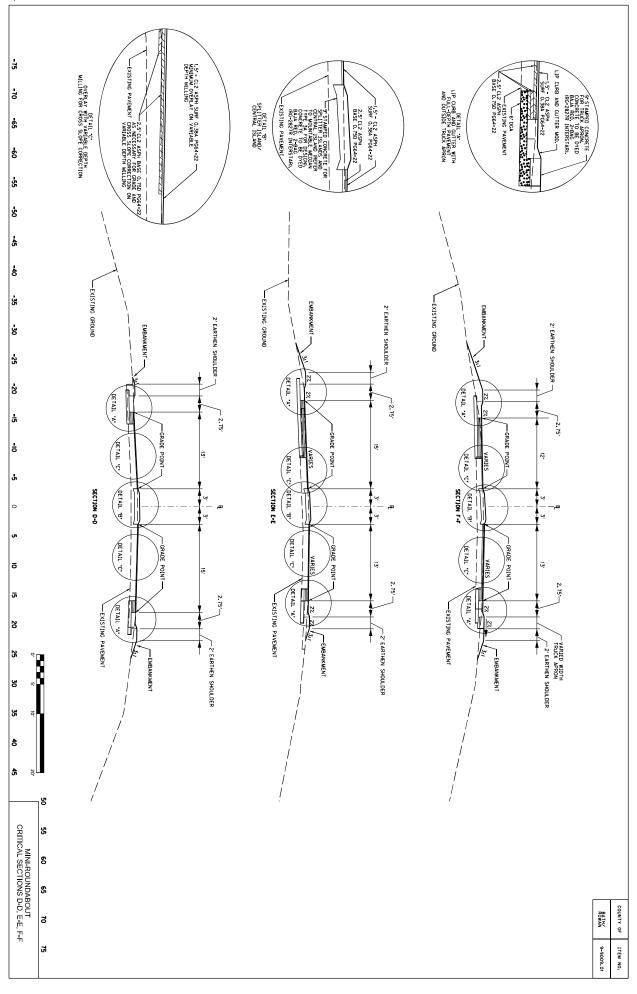
Class A Concrete for Signs	GMSS Type D (Surface Mount)	GMSS Type D	Summary of Items	
2.00	4	8	ns	
CU YD	EACH	EACH		

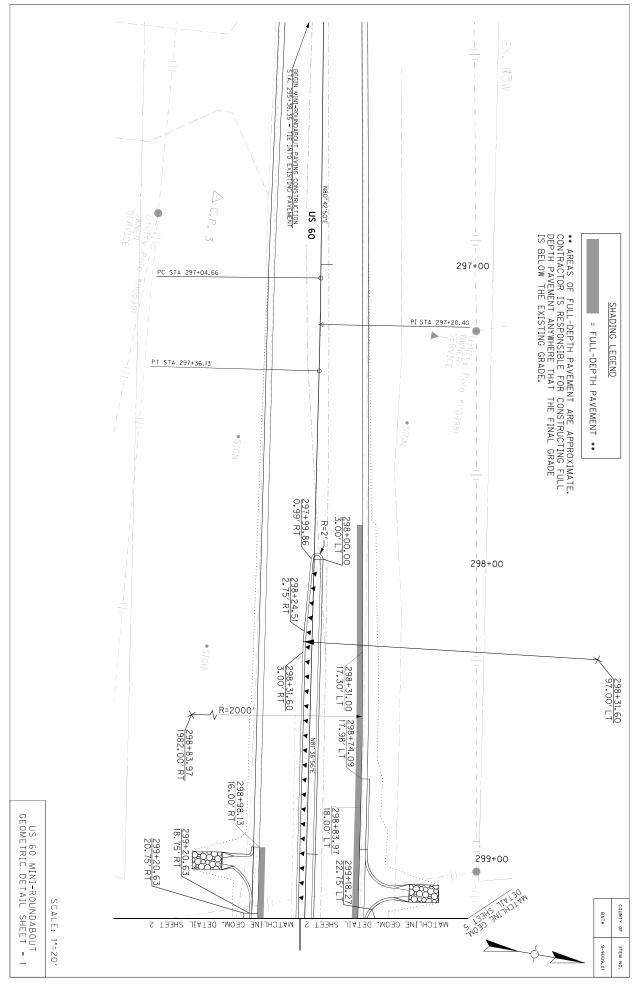


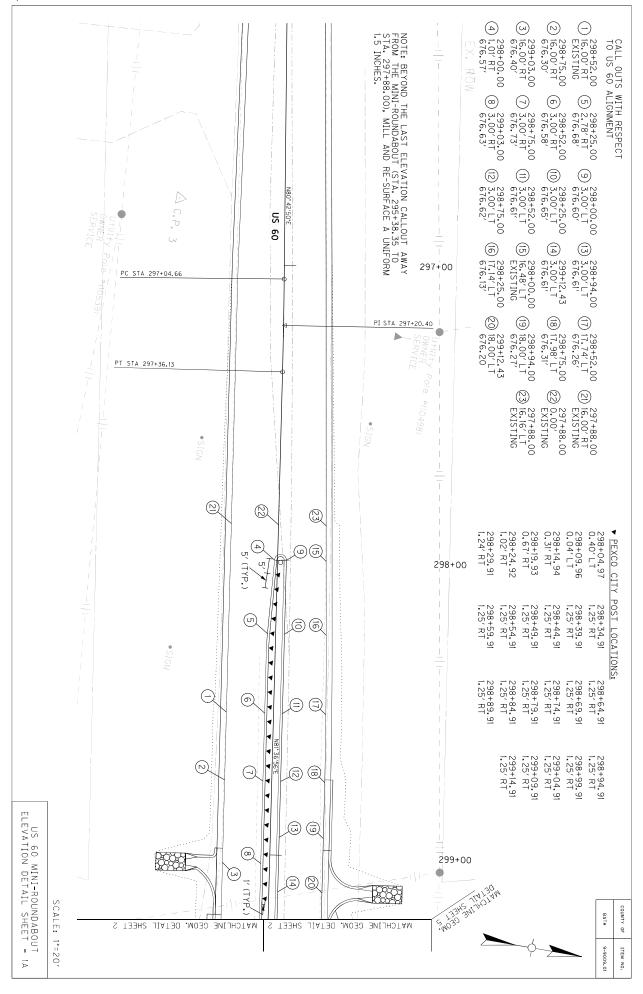


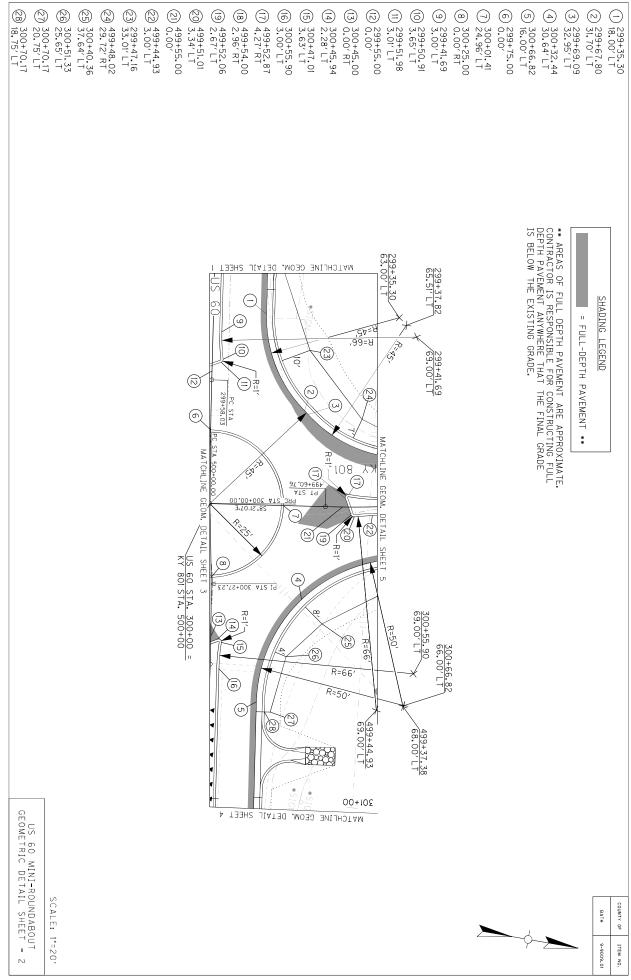


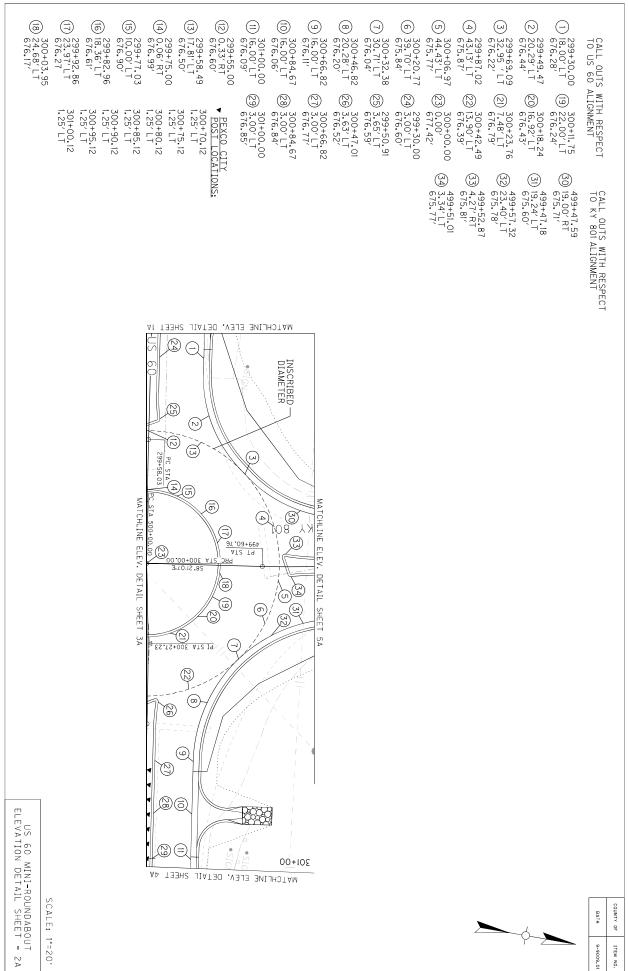


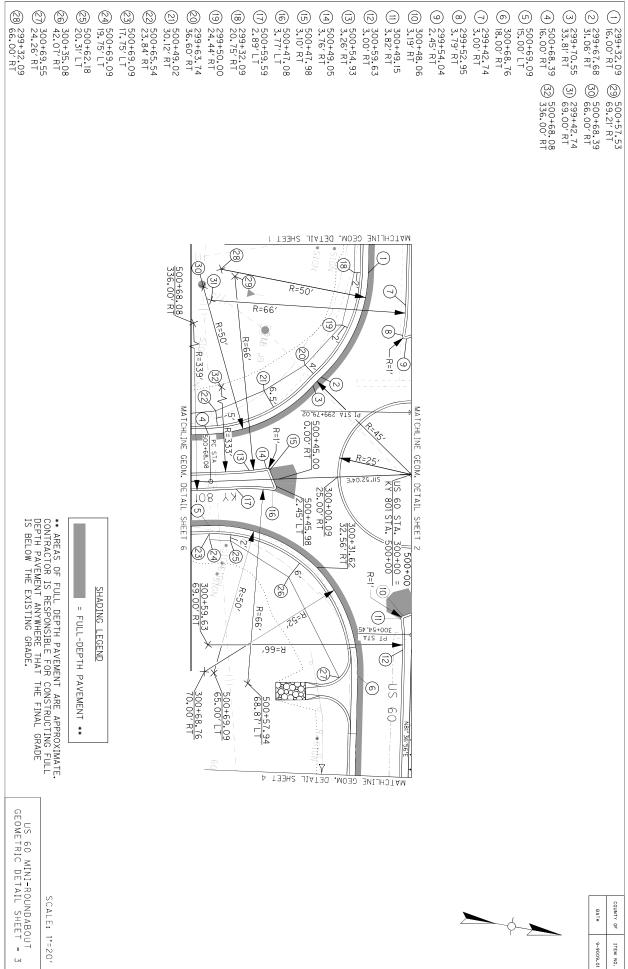


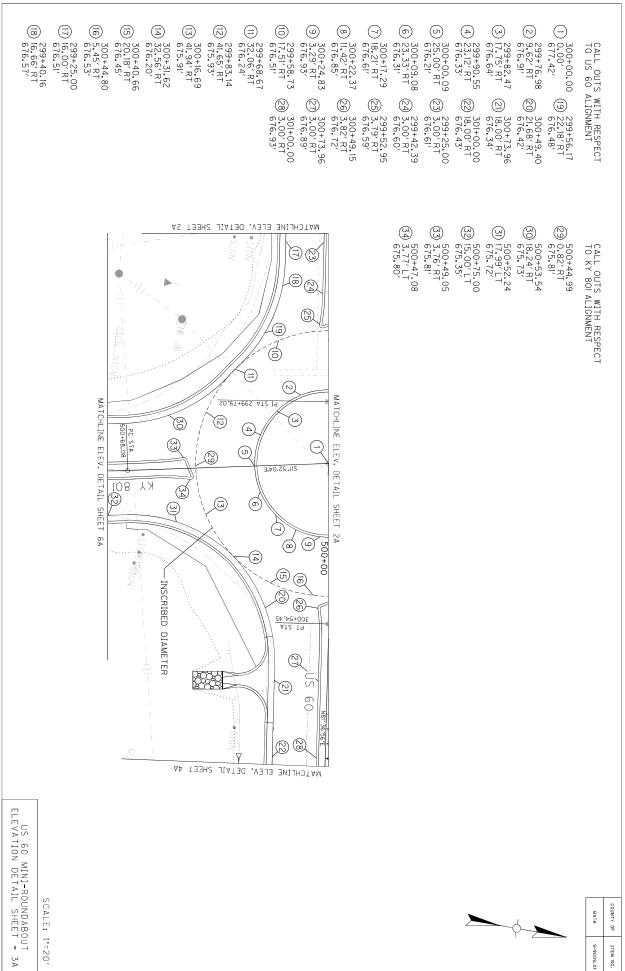


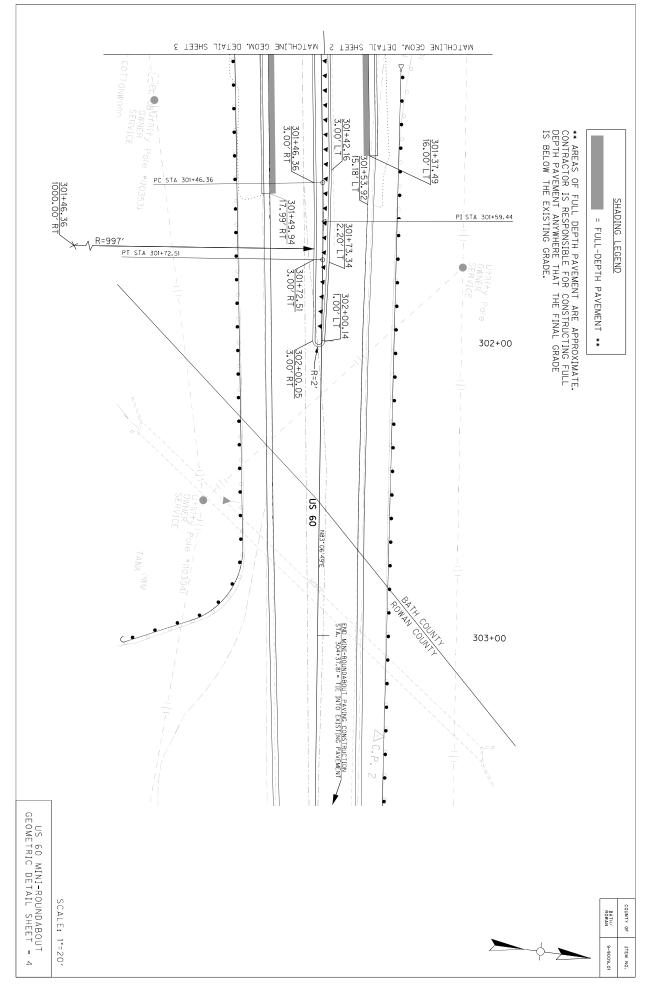


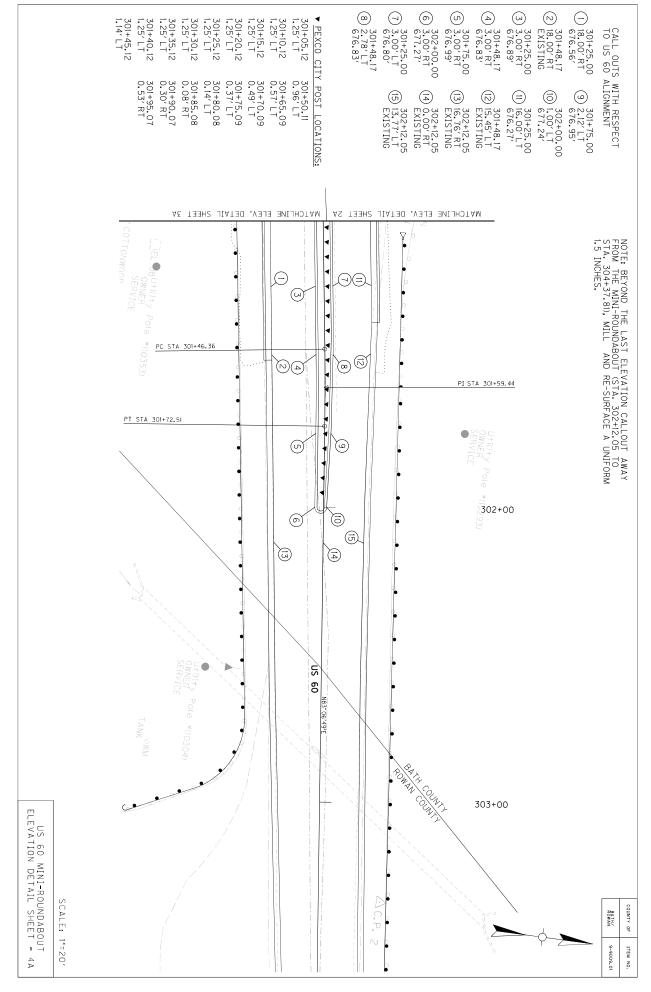


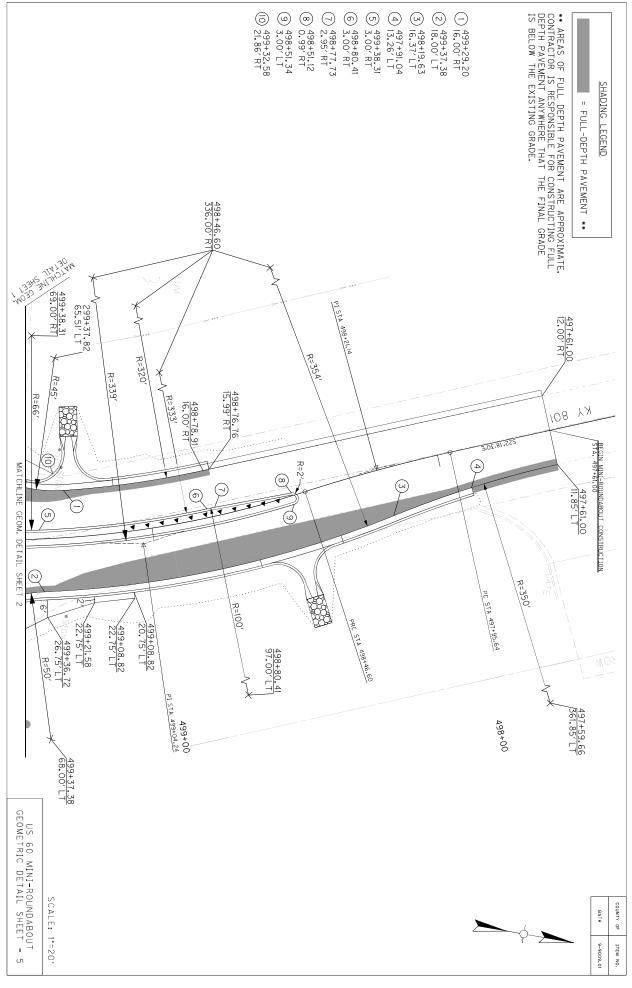




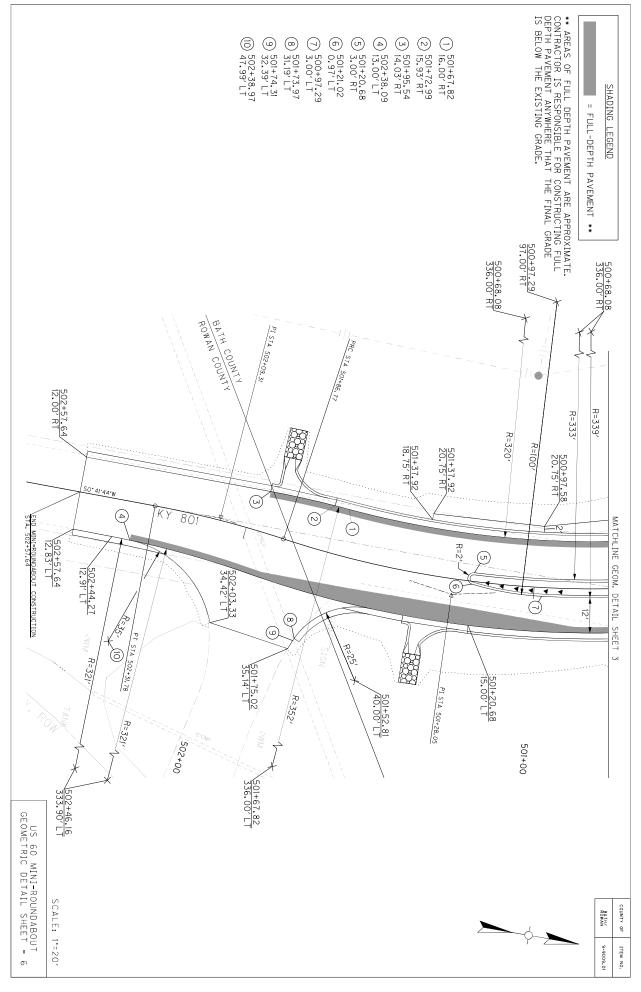


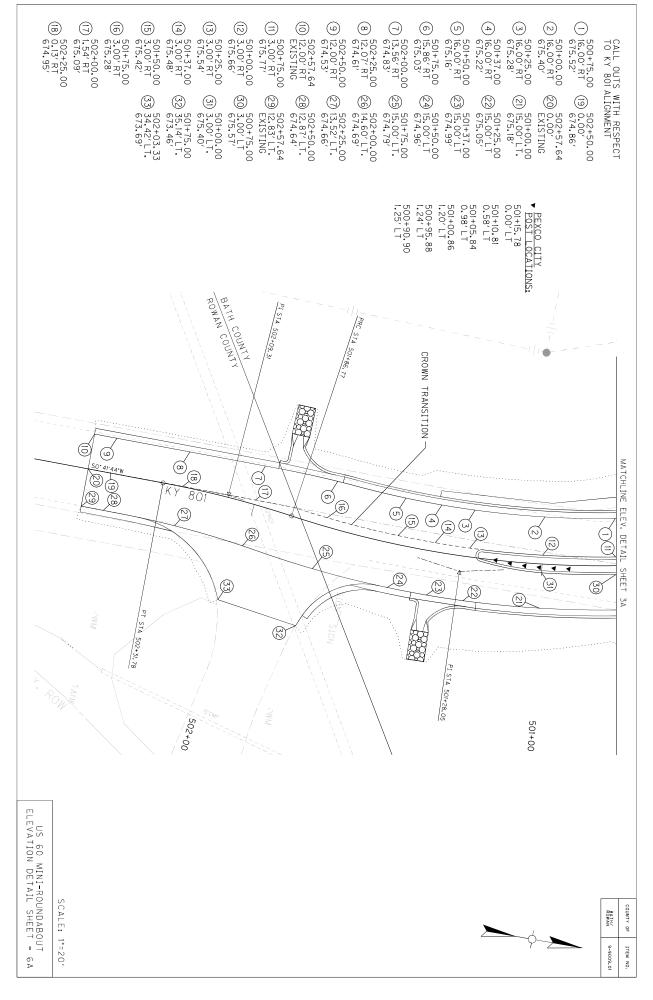


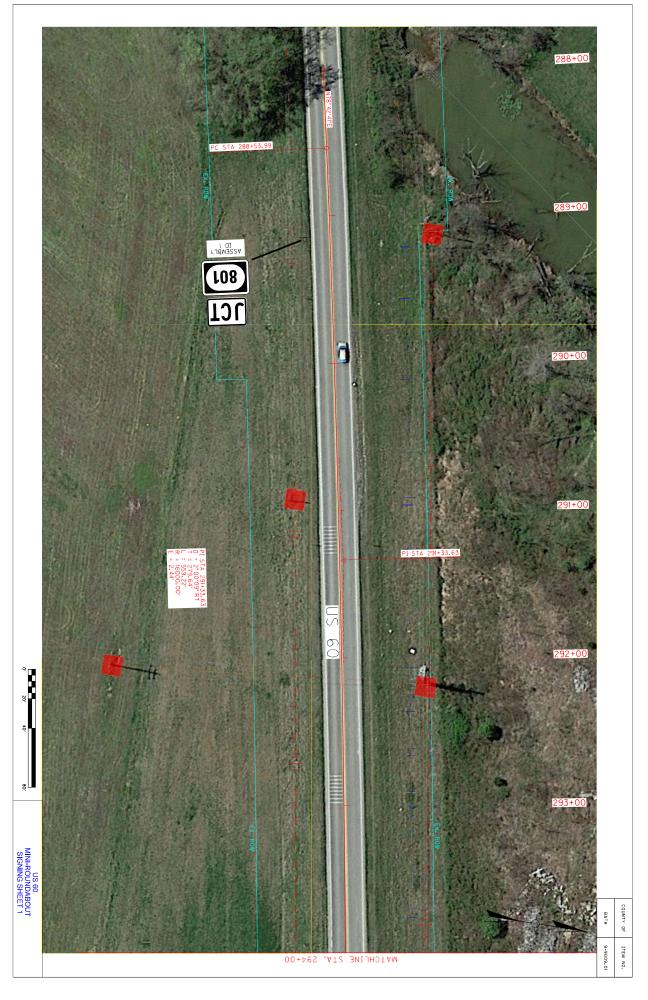


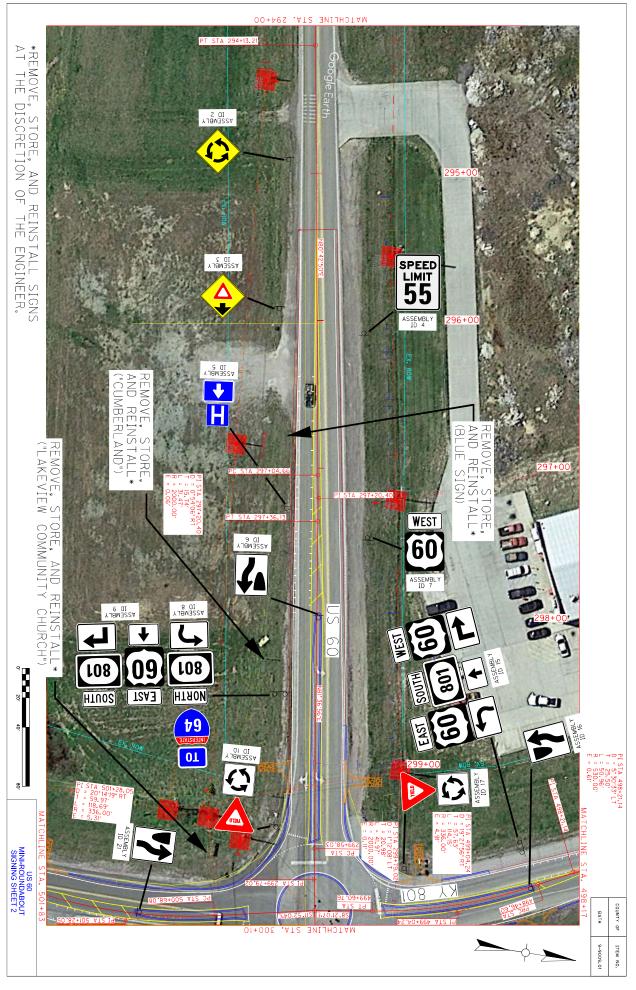


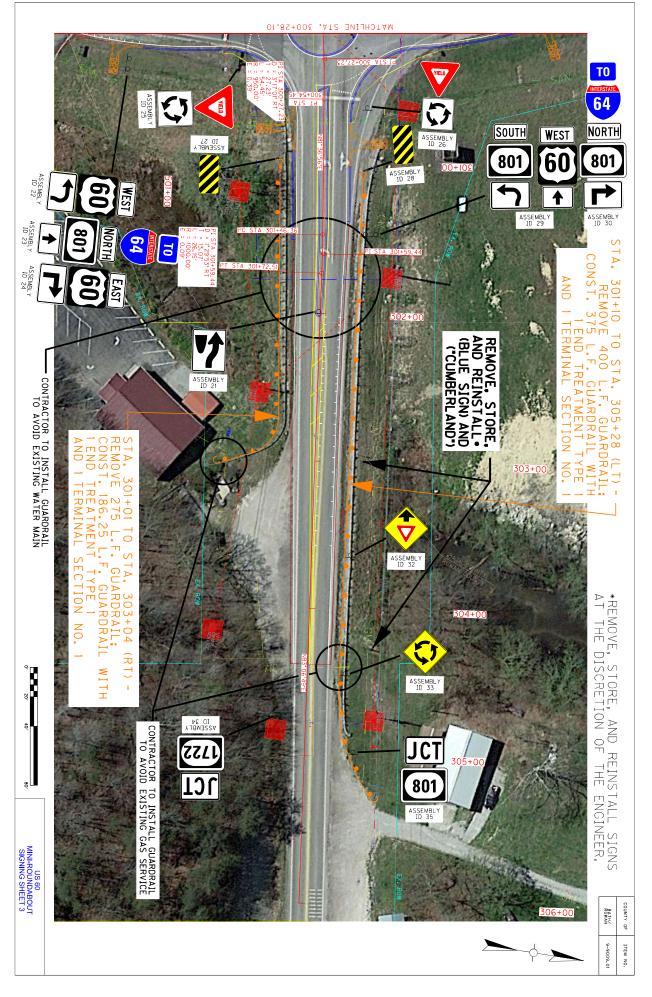


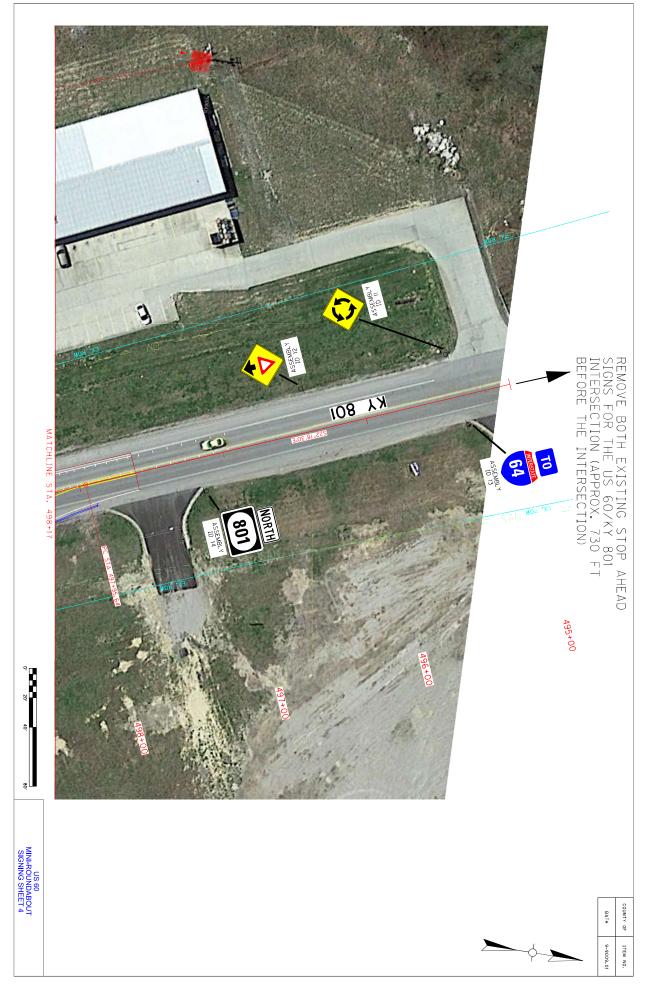


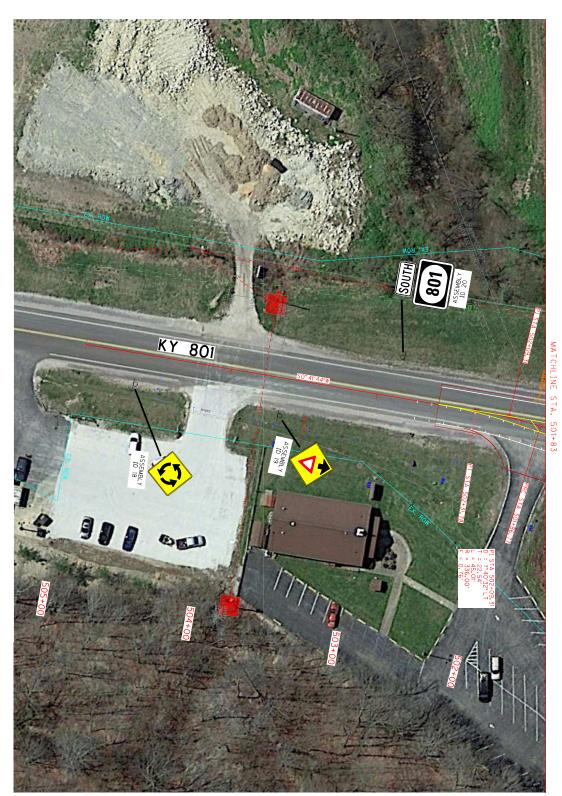










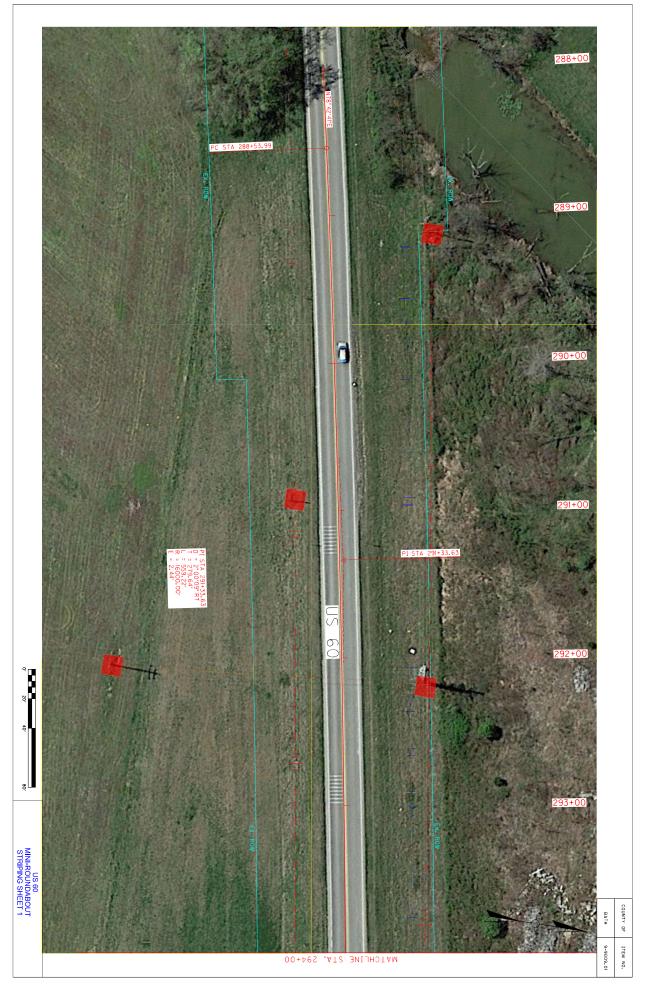


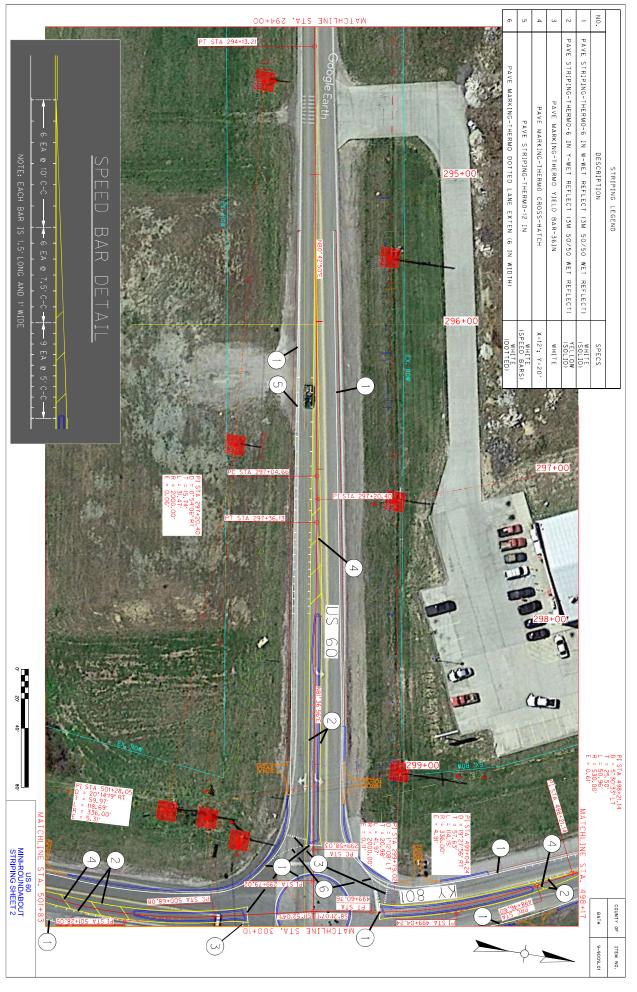
20′ 40′

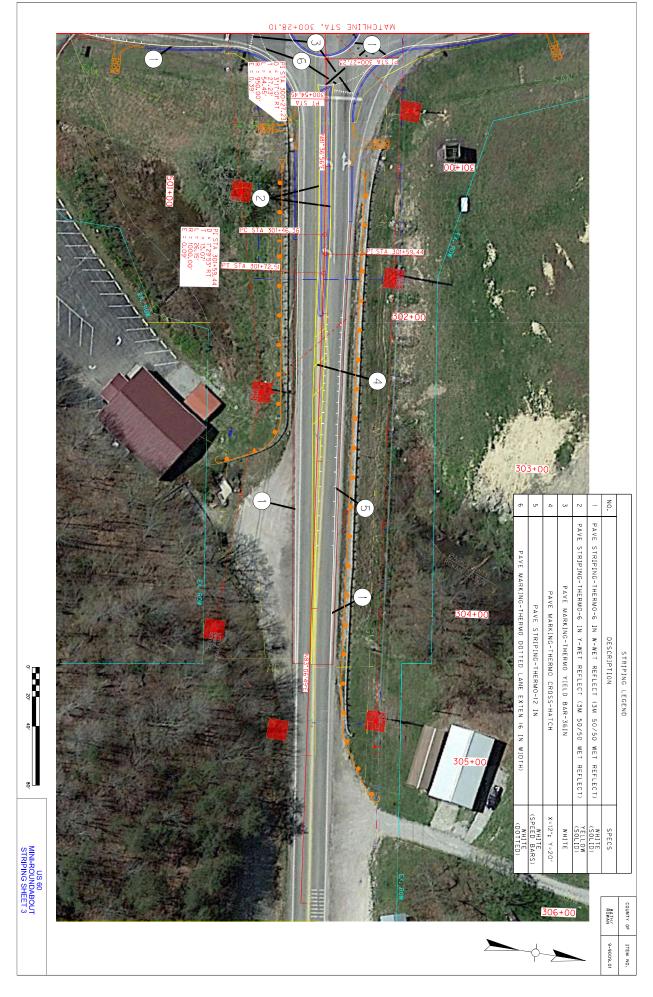
US 60
MINI-ROUNDABOUT
SIGNING SHEET 5

OWAN
9-9009

ROMATH \	COUNTY OF
9-6	ITE

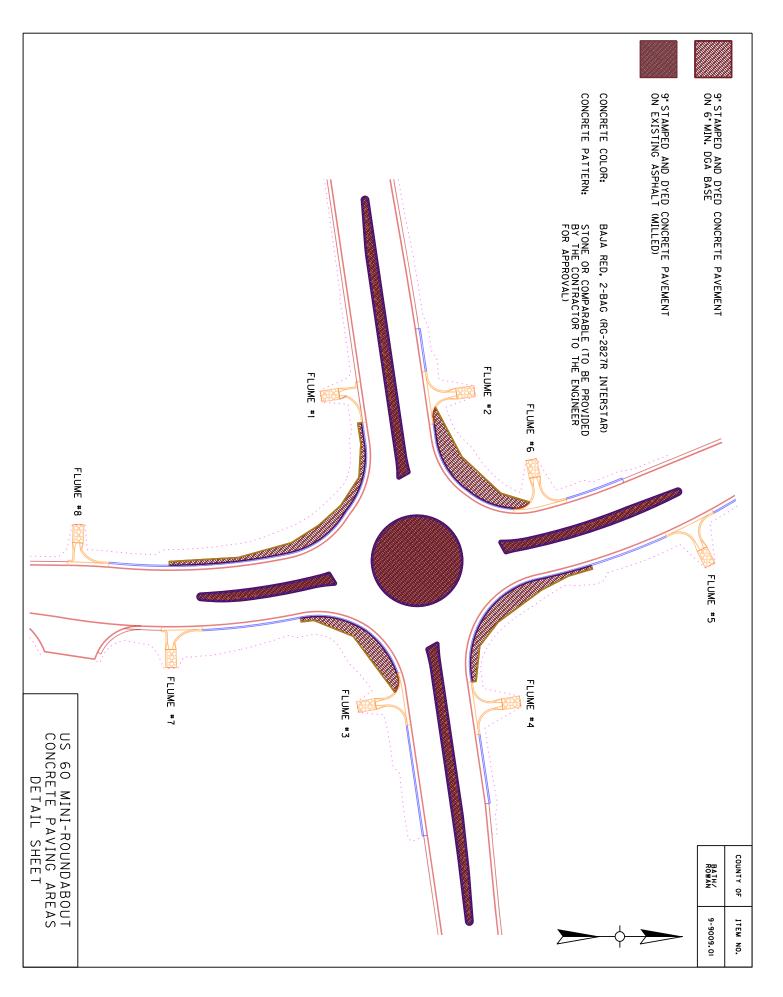


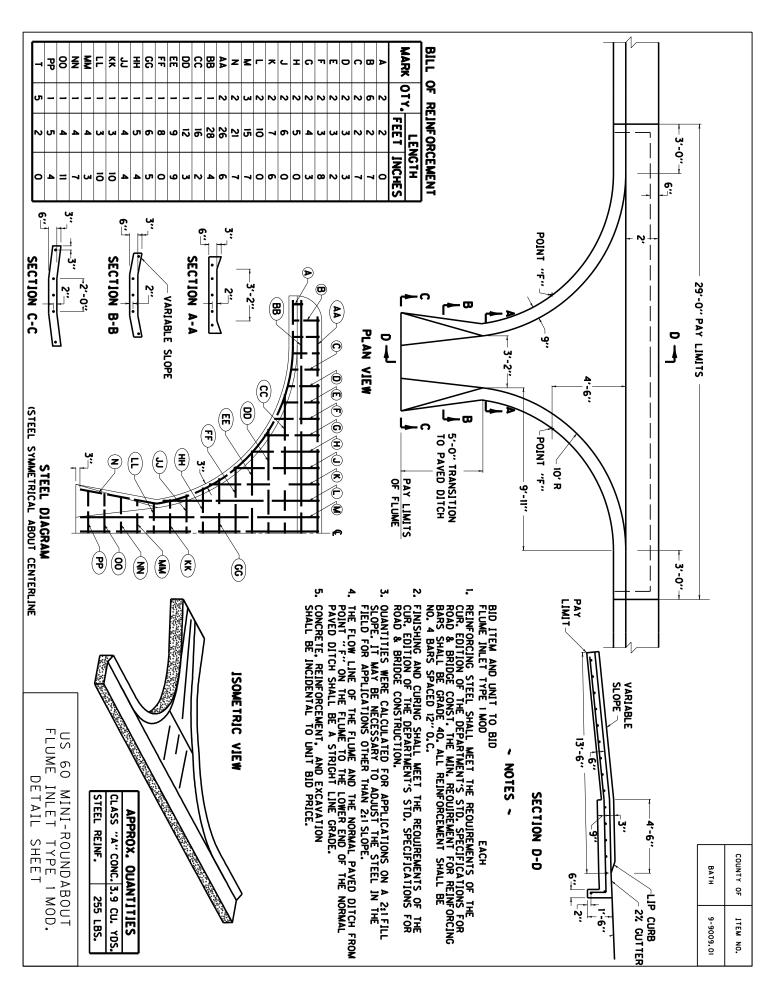




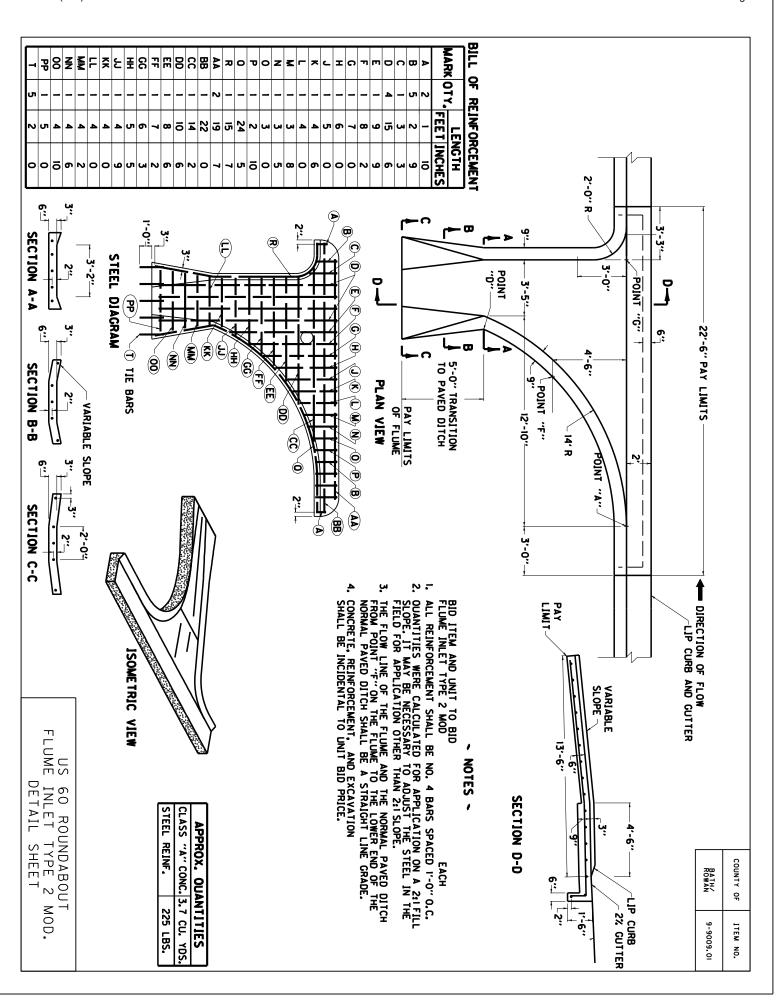


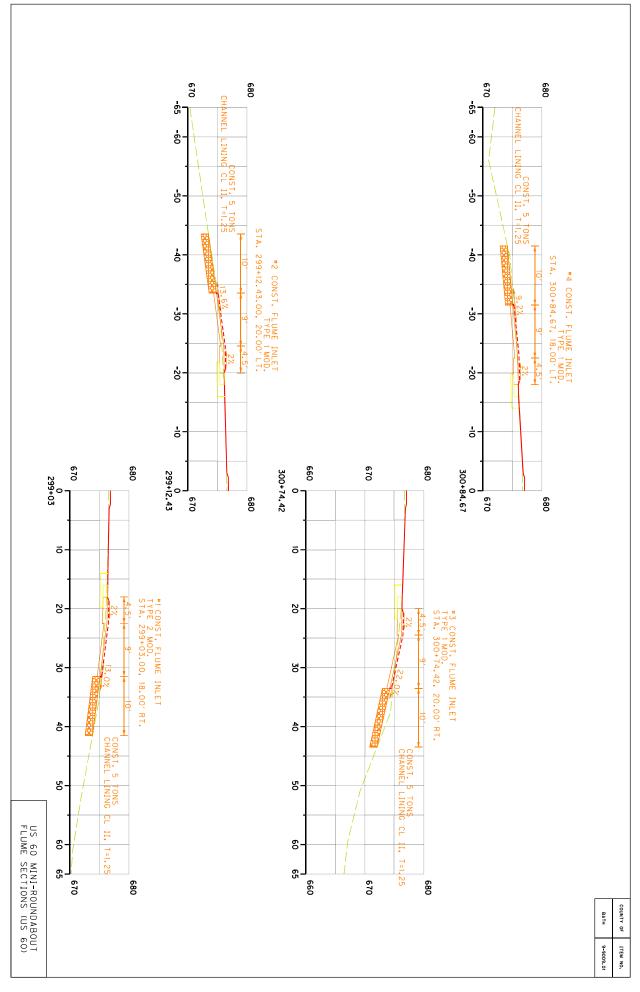


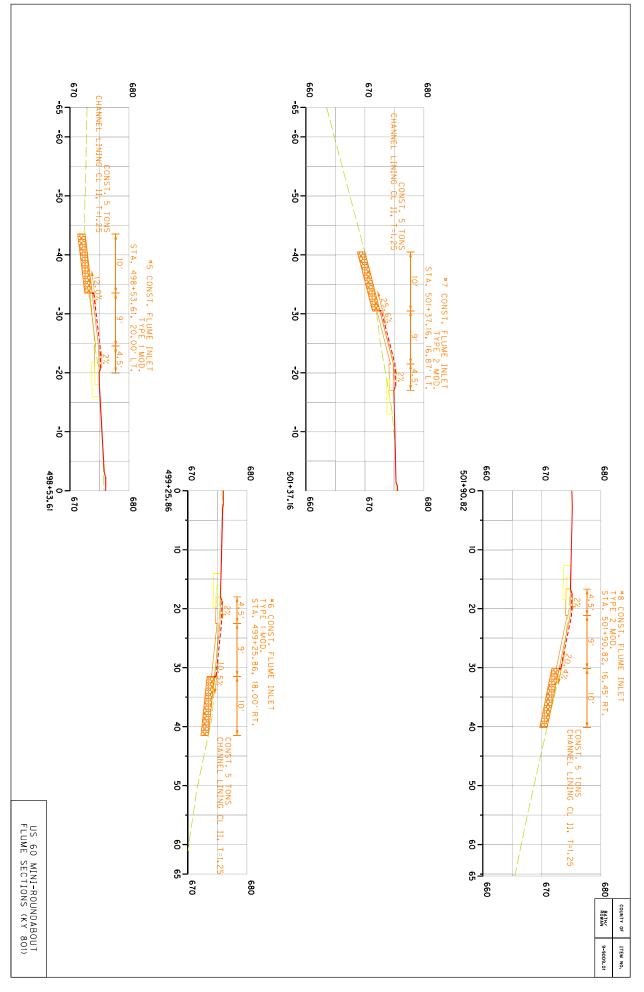




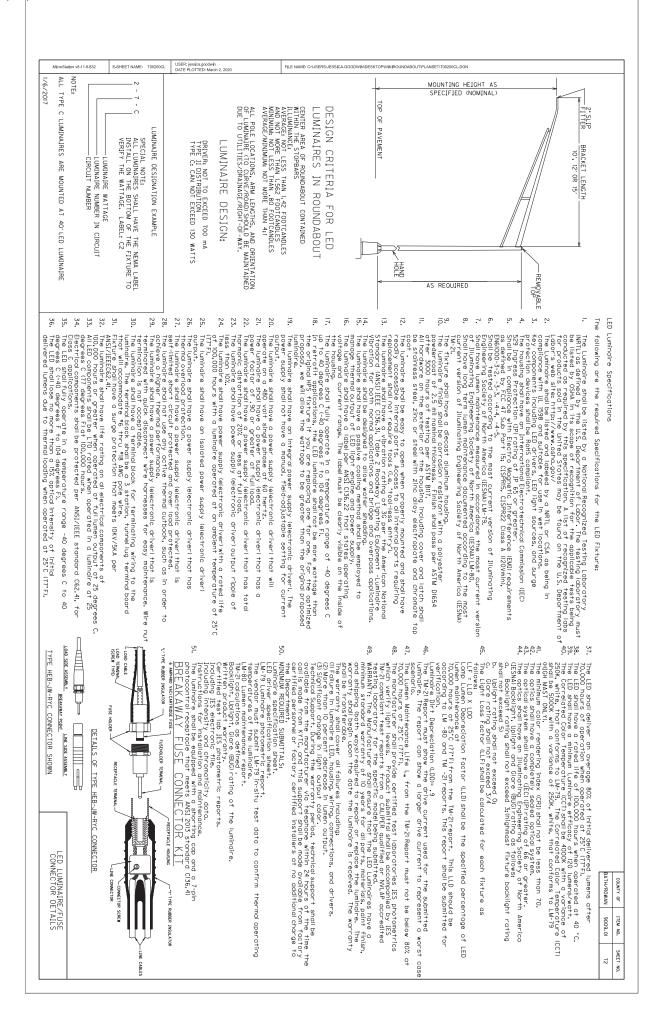


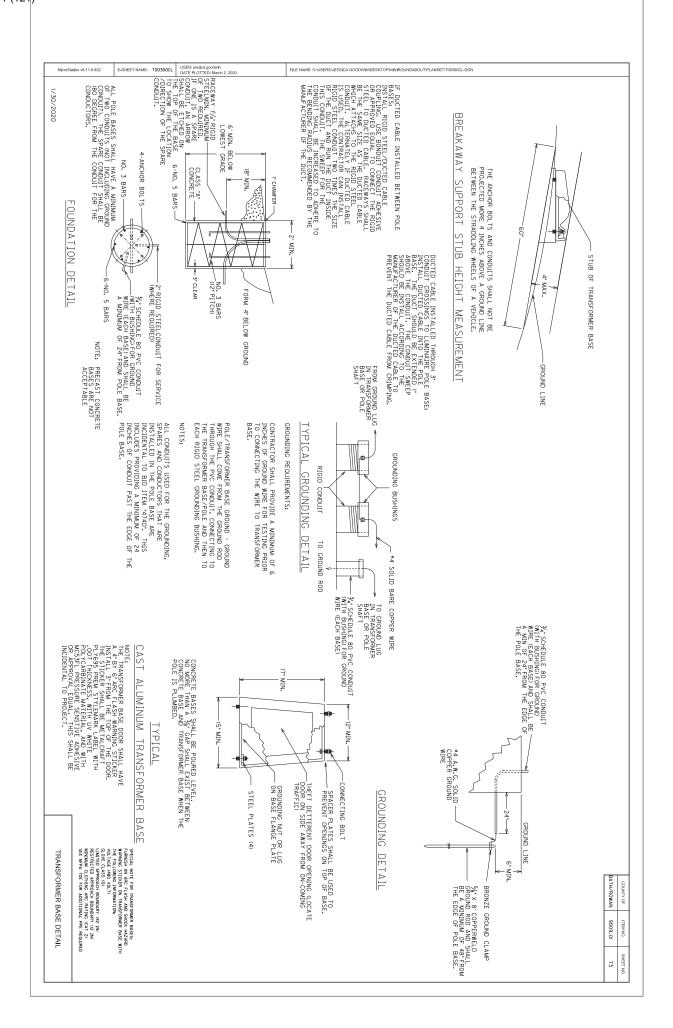


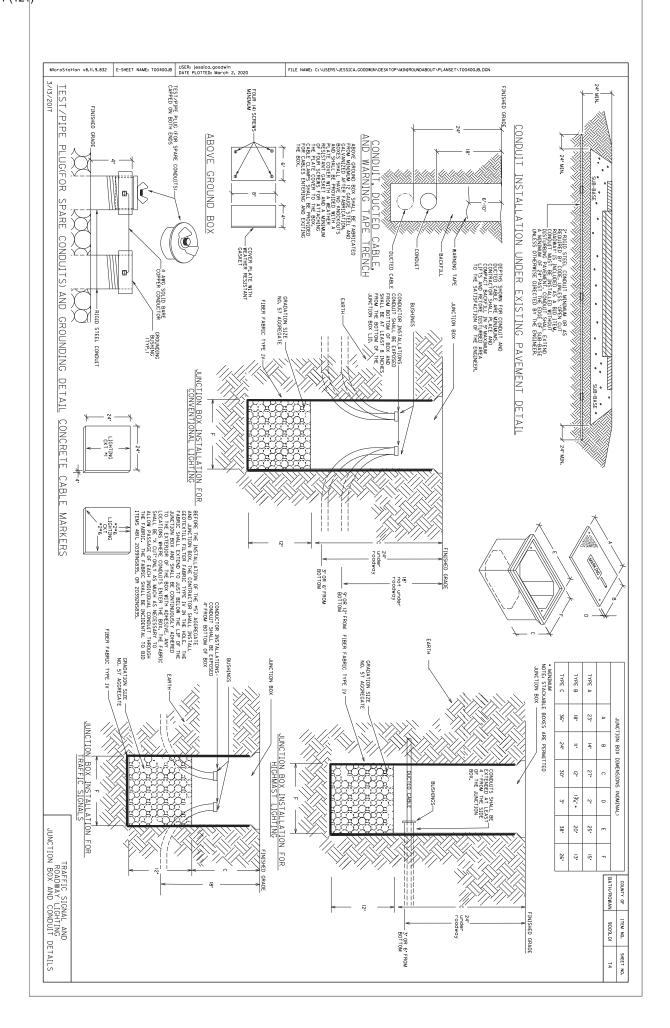


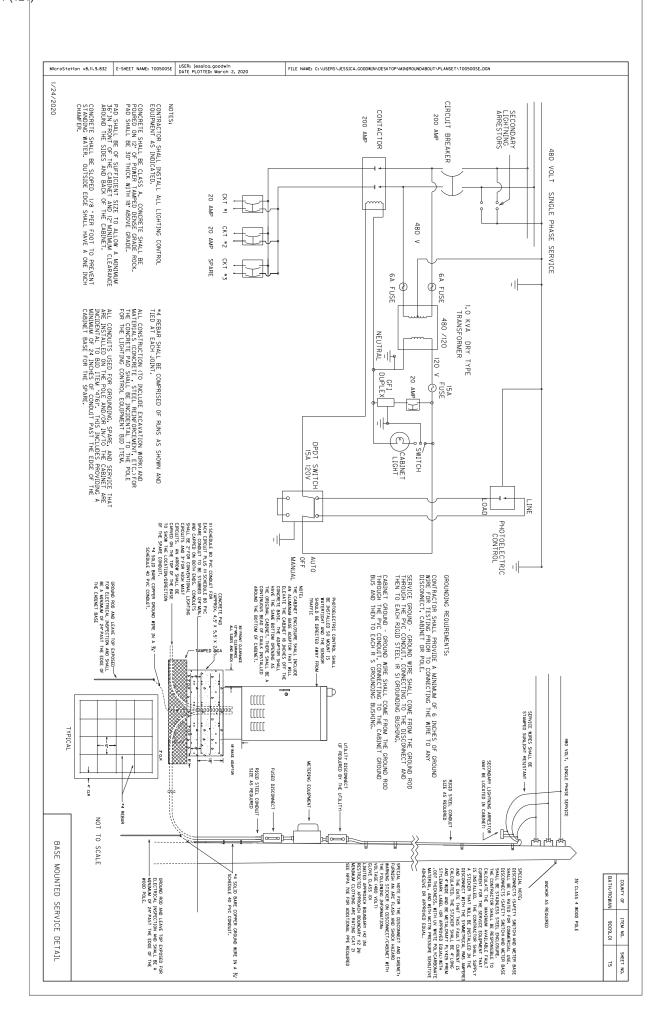


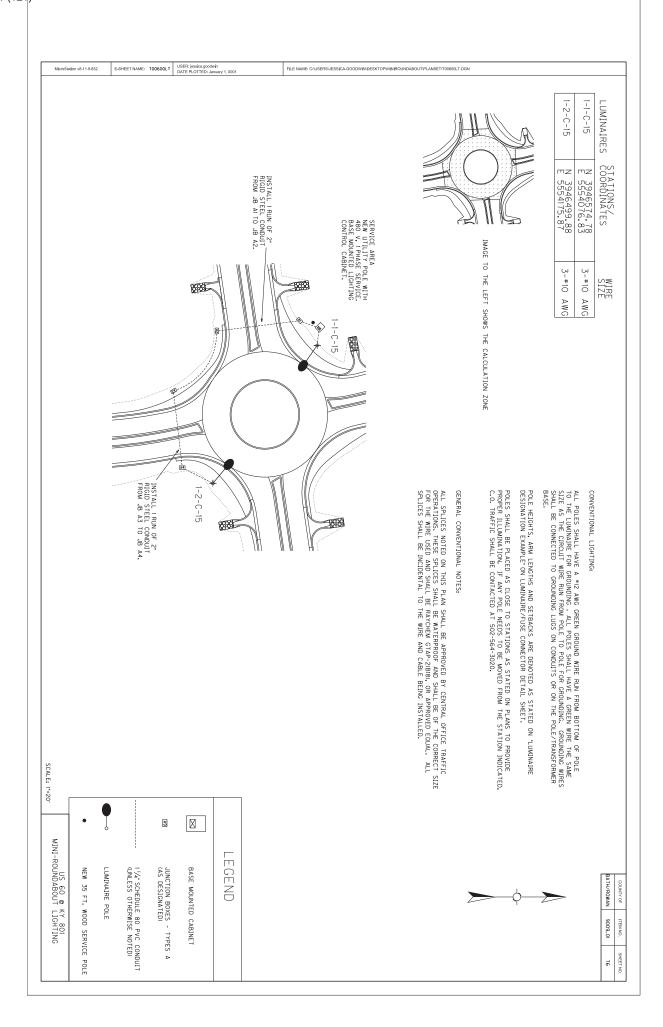
MicroStation v8.11.9.832	E-SHEET NAME: T00100SU USER: Jessico.goodwin DATE PLOTTED: Morch 2, 2020	FILE NAME: C:\USERS\JESSICA,COODWIN\DESKTOP\MINIROUNOABOUT\PLANSET\T001005U.DON
0-17-2019	THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND OTHER SPECIAL NOTES AND SPECIFICATIONS WILL APPLY ON IT HIS PROJECT. SEE SECTION TO FOR SPIRAL REINFORCEMENT SPLICING  THE CONTRACTOR SHALL HAKE AN INSPECTION OF THE PROJECT SITE PRIOR TO SUBMITTING A BID AND SHALL BE THOROUGHLY FAMILIARIZED WITH EXISTING CONDITIONS.  A BID WILL BE CONSIDERED AN AFFIRMATION OF THIS INSPECTION HAVING BEEN COMPLETED.  ADD SENTENCE TO SECTION 834.06: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER OSOT:  ADD SENTENCE TO SECTION 834.09: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER OSOT:  ADD SENTENCE TO SECTION 834.09: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER OSOT:  ADD SENTENCE TO SECTION 834.09: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER OSOT:	ROADWAY LIGHTING ESTIMATE OF QUANTITIES  TOTAL UNITS CODE ITEM DESCRIPTION  2 EACH 4701 POLE 40° MTG HT  2 EACH 4725 BRACKET 15°  2 EACH 4750 TRANSFORMER BASE  1 EACH 4780 FUSED CONNECTOR KIT  150 LIN FT 4820 TRENCHING AND BACKFILLING  350 LIN FT 4832 WIRE-NO. 12  4 EACH 2039INS835 ELECTRICAL JUNCTION BOX TYPE A  150 LIN FT 21543EN BORE AND JACK CONDUIT  2 EACH 24589ED LUMINAIRE  125 LIN FT 24900EC PVC CONDUIT - 1174 INCH - SCHEDULE 80  1,100 LIN FT 23778EC WIRE NO. 10
PROJECT	DESIGNED BY, JRC  DATE SUBMITTED: 2/27/2020  Commonwealth of Kentucky DEPARTMENT OF HIGHWAAYS  RATHROWAN	CONSTRUCTION AND MEASUREMENT NOTES THAT ARE CONTRARY TO SECTION 716 AND 834  SUBSECTION: REVISION: REVISIO

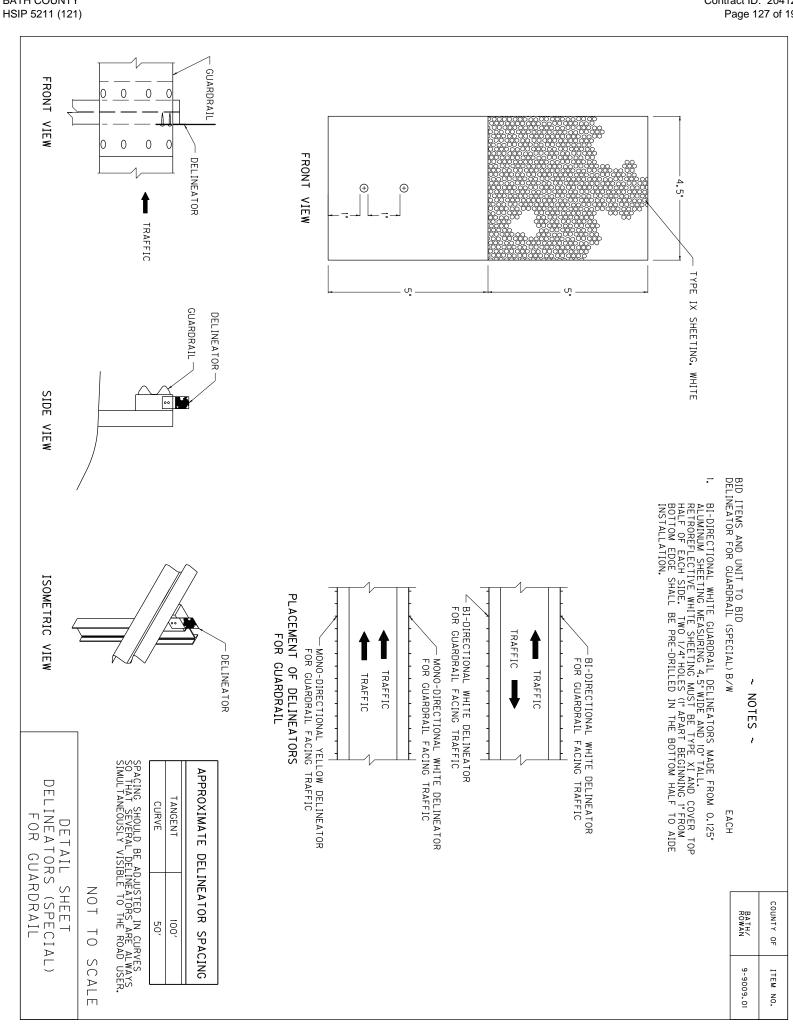


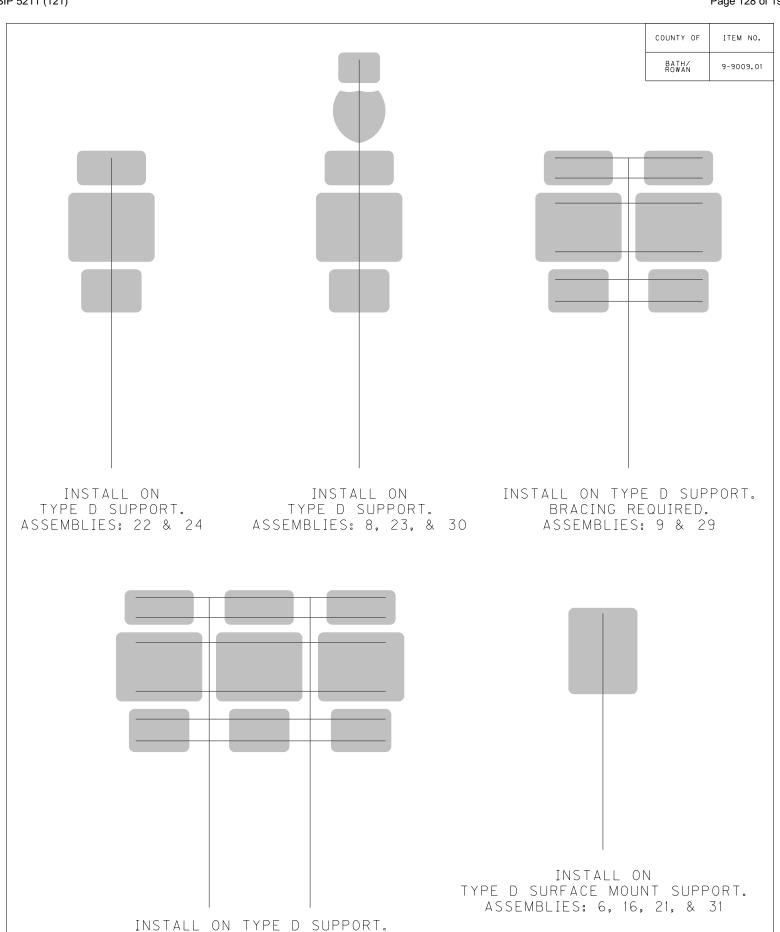










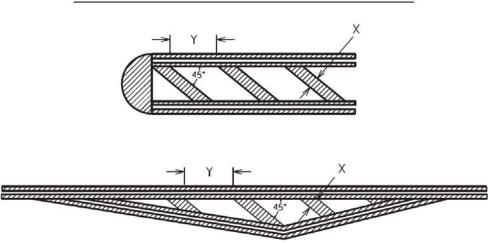


STIFFENER REQUIRED. BRACING REQUIRED. ASSEMBLY: 15

US 60 SIGNING ON TYPE D DETAIL SHEET

#### CROSS-HATCH PAVEMENT MARKINGS DETAIL

## TYPICAL CROSS-HATCH MARKINGS



The cross-hatch pavement marking width (X) and spacing (Y) will usually be specified in the plans. The width to spacing values usually have a ratio of 1:10. If the plans do not specify the width (X) and spacing (Y) the Engineer will provide the contractor with the X and Y values for each cross-hatch installation. If necessary, the Engineer may obtain guidance from the District Traffic Engineer and/or the Division of Traffic Operations.

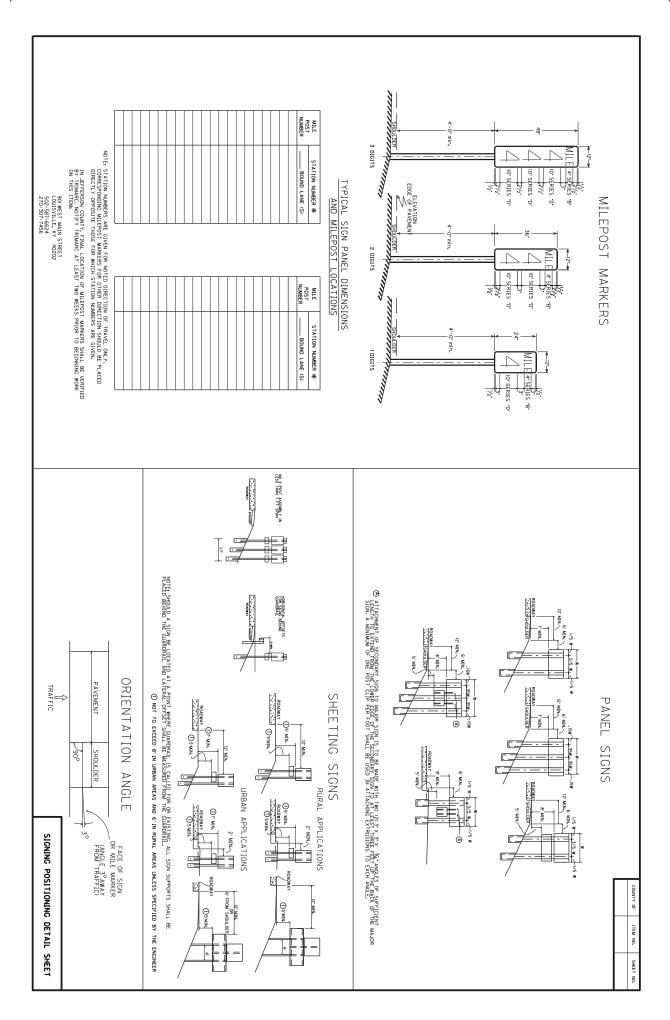
NOTE: Adjust the width and spacing of the cross-hatch pavement markings as necessary so that a minimum of three (3) cross-hatch markings are placed within the area being marked. The 1:10 ratio between width and spacing values should be maintained as much as possible.

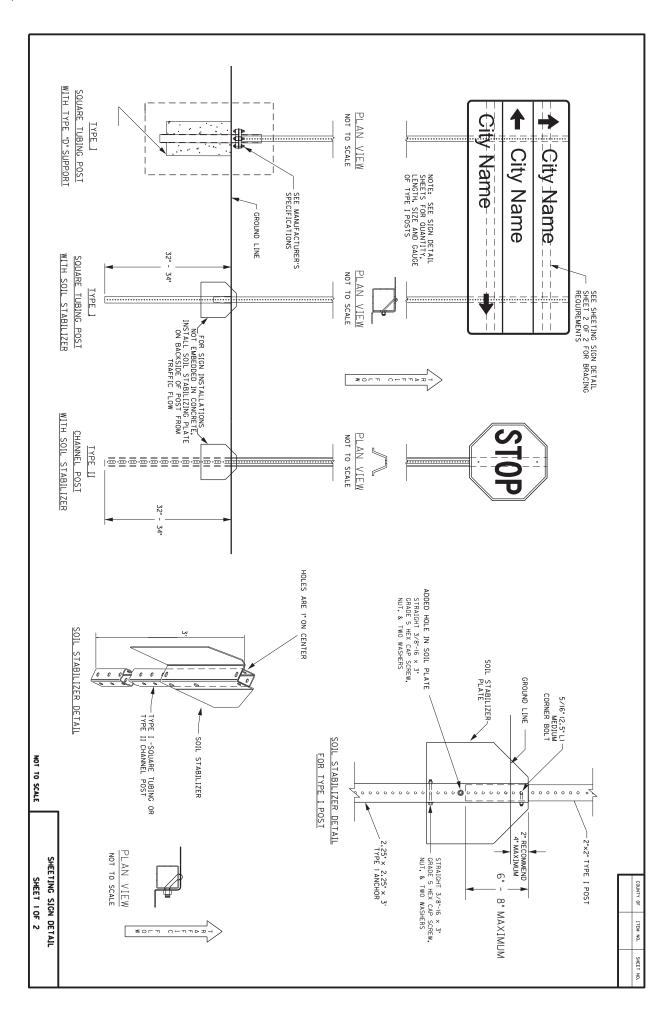
Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

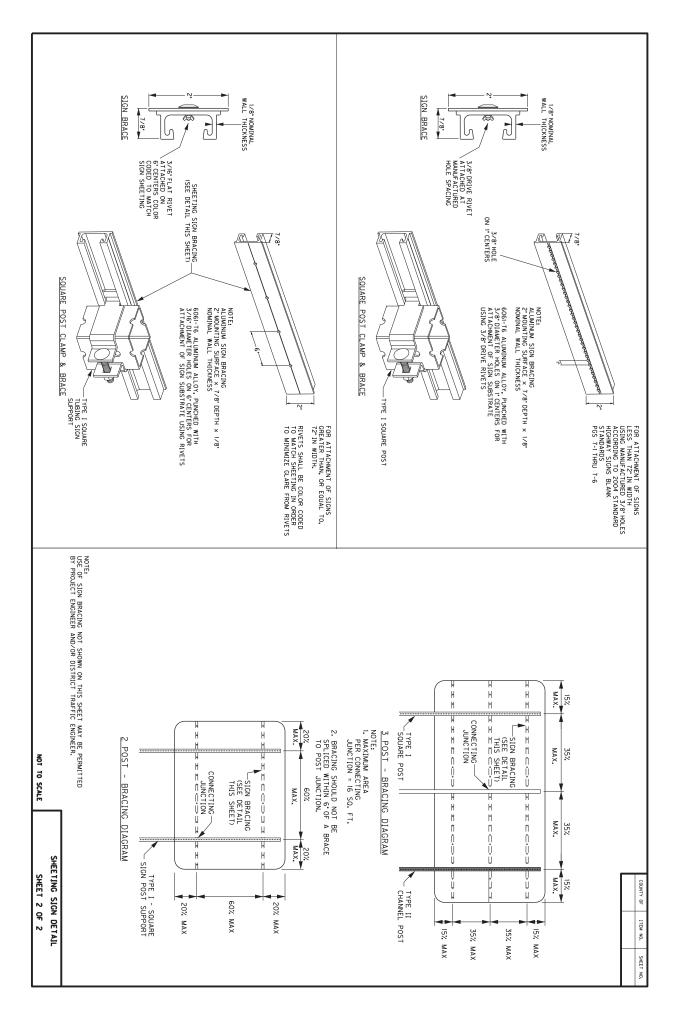
The Department will measure the finished in-place area of Cross-Hatch Pavement Markings in Square Feet. The Department will NOT measure overlaps or the void space between cross-hatching. See Section 717.04 for additional measurement information.

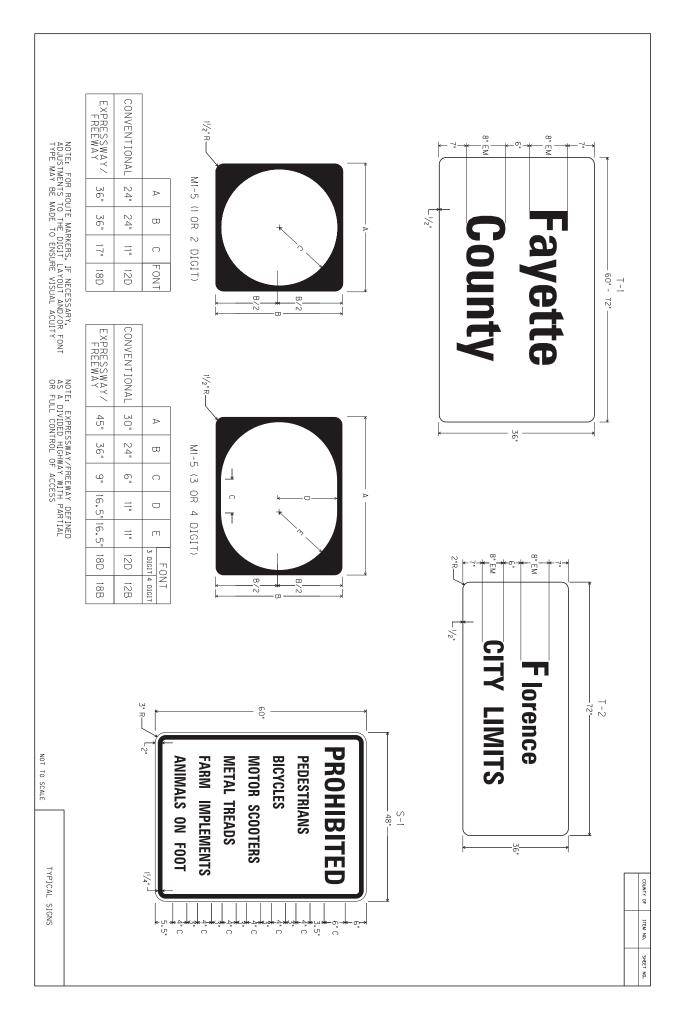
When listed in the bid items, the Department will make payment for the completed and accepted quantities of Cross-Hatch Pavement Markings under the following:

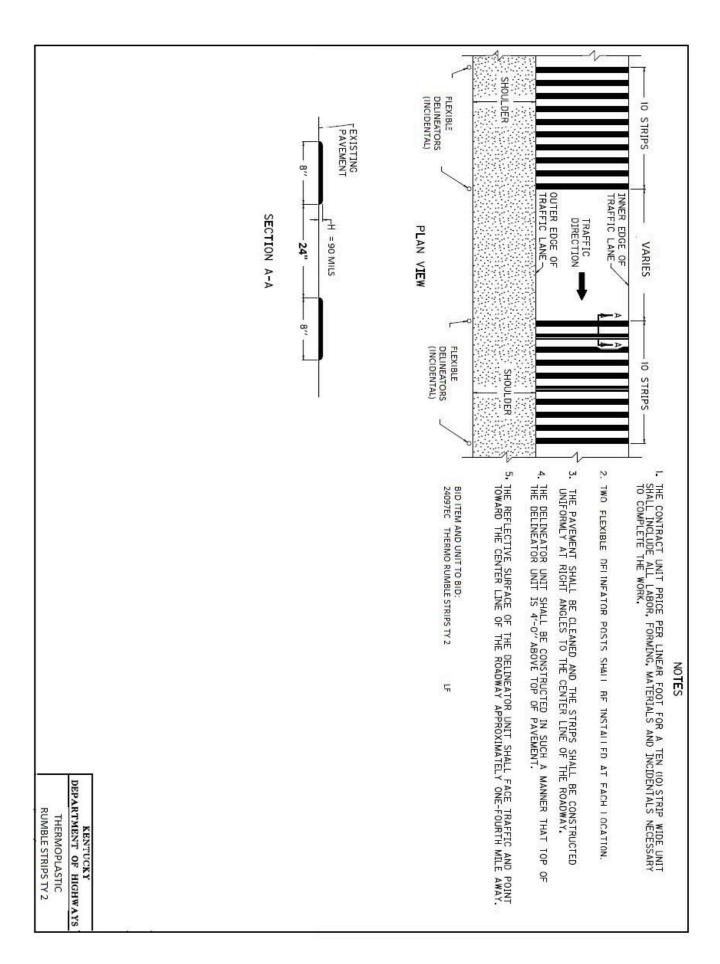
<u>Code</u>	Pay Item	<u>Pay Unit</u>
06569	Pave Marking-Thermo Cross-Hatch	Square Foot
23253ES717	Pave Mark TY 1 Tape Cross Hatch	Square Foot





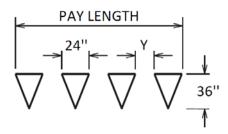






#### YIELD BAR PAVEMENT MARKING DETAIL

#### YIELD BAR DETAILS



NOTE: SPACING (Y) BETWEEN TRIANGLES SHOULD BE 3" - 12"

Triangles should be evenly spaced. The spacing (Y) between triangles will depend on the width of the lane the yield bar is for. Unless otherwise directed by the Engineer, space the triangles according to the lane width as follows:

Lane Width	# of Triangles	Spacing (Y)
9'	4	4"
10'	4	8"
11'	5	3"
12'	5	6"

Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

The Department will measure Yield Bars in Linear Feet. The measurement will include the void space between triangles. See Section 717.04 for additional measurement information.

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

<u>Code</u>	Pay Item	Pay Unit
22520EN	Pave Marking-Thermo Yield Bar-36 Inch	Linear Foot

BATH COUNTY HSIP 5211 (121)

## GUARDRAIL DELIVERY VERIFICATION SHEET

Contract ID: 204128 Page 136 of 197

Contract Id:		Contractor:	
Section Engineer:		District & County:	
DESCRIPTION	<u>UNIT</u>	QTY LEAVING PROJECT	QTY RECEIVED@BB YARD
GUARDRAIL (Includes	LF		
End treatments & crash cushions) STEEL POSTS	EACH		
STEEL BLOCKS	EACH		
WOOD OFFSET BLOCKS	EACH		
BACK UP PLATES	EACH		
CRASH CUSHION	EACH		
NUTS, BOLTS, WASHERS	BAG/BCKT		
DAMAGED RAIL TO MAINT. FACILIT	ΓY LF		
DAMAGED POSTS TO MAINT. FACI	LITY EACH		
*Required Signatures before	e Leavina Proie	ct Site	
			9. Data
Printed Section Engineer's Re			
Signature Section Engineer's			
Printed Contractor's Representative & Date			_& Date
Signature Contractor's Representative			_& Date
			on truck must be counted & the
<b>quantity received column co</b> Printed Bailey Bridge Yard Re			& Date
Signature Bailey Bridge Yard			
Printed Contractor's Represe			
Signature Contractor's Repre	esentative		_& Date
·	ent will not be	made for guardrail removal	uantities shown in the Bailey Bridge until the guardrail verification sheets e Yard Representative.
Completed Form Submitted to	Section Enginee	Date:	By:

# 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 2019 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:

 $\underline{http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx}$ 

#### SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

- **1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.
- **2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

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

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

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

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

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

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

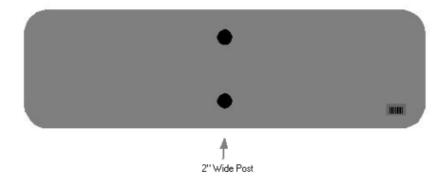
The installation of the permanent sign will be measured in accordance to Section 715.

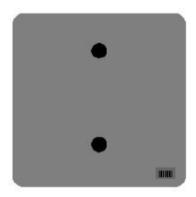
**5.0 PAYMENT.** The Department will make payment for the completed and accepted quantities under the following:

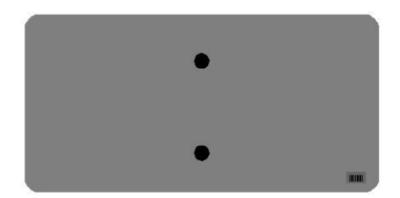
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

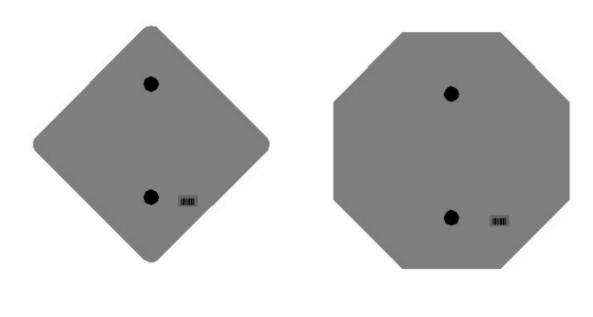
# One Sign Post

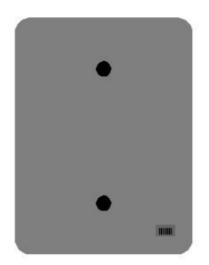


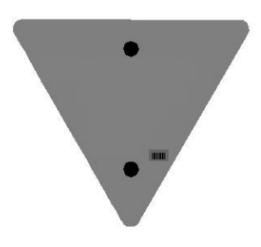




One Sign Post

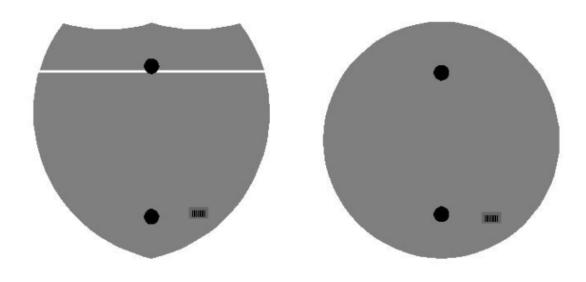


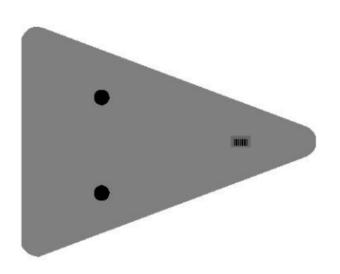




BATH COUNTY HSIP 5211 (121)

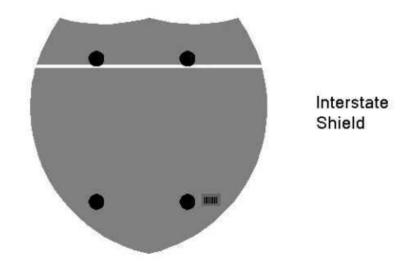
One Sign Post

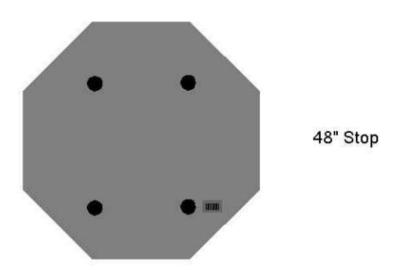




BATH COUNTY HSIP 5211 (121)

# Double Sign Post

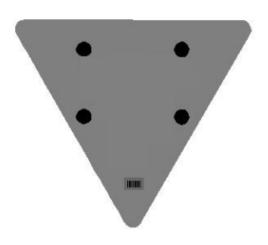




## 2 Post Signs







# **2016 STANDARD DRAWINGS THAT APPLY**EDIT TO INCLUDE ONLY THE APPLICABLE STANDARD DRAWINGS

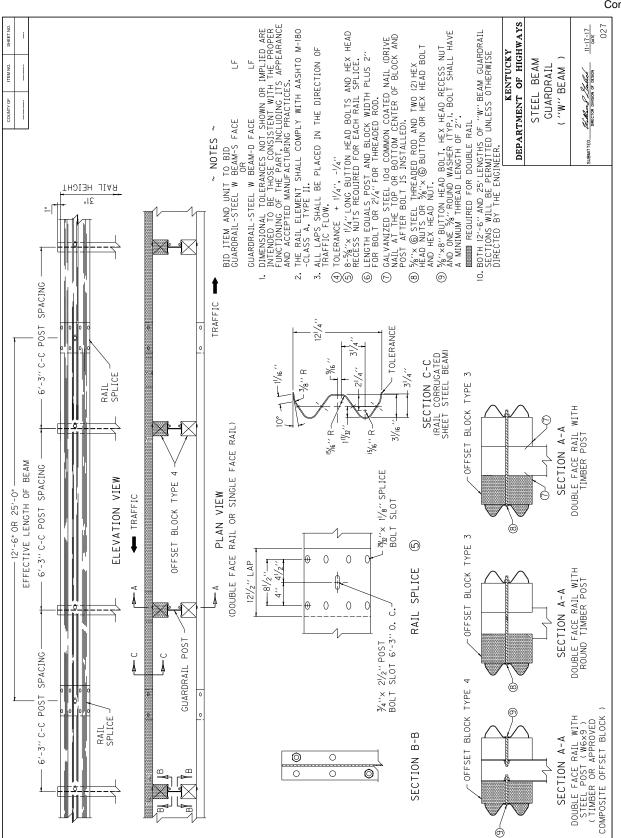
(NOTE: UPDATED 01/26/2018 THROUGH SEPIA-036. ADDITIONAL GUARDRAIL SEPIAS ARE EXPECTED. Consult Latest List of Active Sepias at: <a href="https://transportation.ky.gov/HighwayDesign/Pages/Sepias2017.aspx">https://transportation.ky.gov/HighwayDesign/Pages/Sepias2017.aspx</a>)

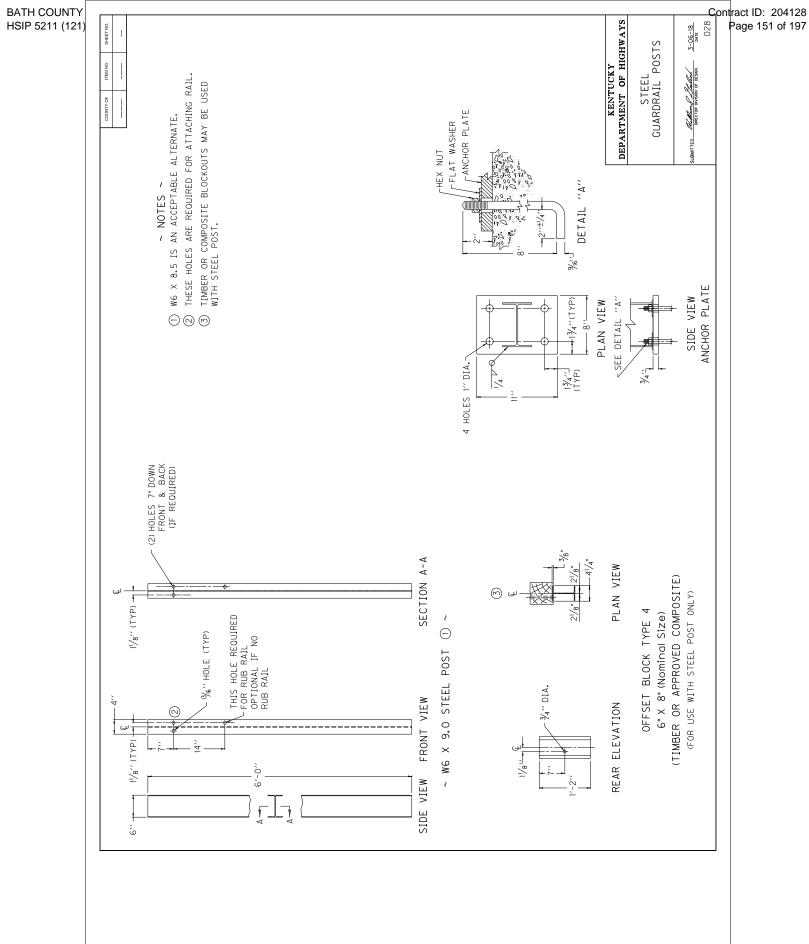
## ROADWAY ~ BARRIERS ~

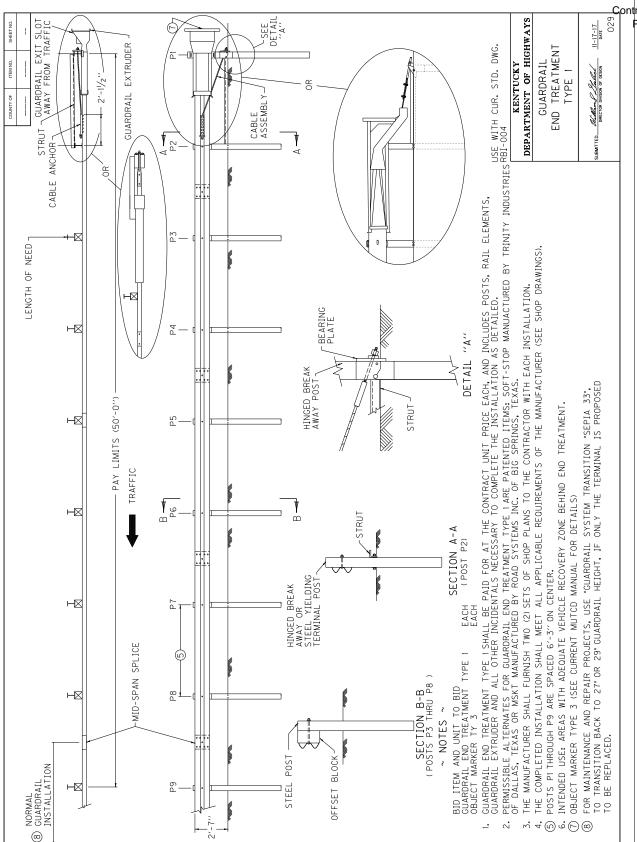
~ BARRIERS ~	
TYPICAL BARRIER INSTALLATIONS	
TYPICAL GUARDRAIL INSTALLATIONS	SEPIA-024
TYPICAL GUARDRAIL INSTALLATIONS	
INSTALLATION OF GUARDRAIL END TREATMENT TYPE 1	SEPIA-025
<u>GUARDRAIL HARDWARE</u>	
STEEL BEAM GUARDRAIL (W-BEAM)	
GUARDRAIL COMPONENTS	
GUARDRAIL TERMINAL SECTIONS	
STEEL GUARDRAIL POSTSGUARDRAIL END TREATMENT TYPE 1	
GUARDRAIL END TREATMENT TYPE I	SEPIA-029
~ DRAINAGE ~	
	LININGS
PAVED DITCHES, FLUME INLETS AND CHANNED FLUME INLET TYPE 1	
FLUME INLET TYPE 1  FLUME INLET TYPE 2	
CHANNEL LINING CLASS II AND III	
CHANNEL LINING CLASS II AND III	RDD-040-03
TYPICAL DRAINAGE INSTALLATIONS	
EROSION CONTROL BLANKET SLOPE INSTALLATION	
EROSION CONTROL BLANKET CHANNEL INSTALLATION	
EROSION CONTROL BEINNED CIRCUNSES INCINEES INCINES INC	
MISCELLANEOUS DRAINAGE	
TEMPORARY SILT FENCE.	RDX-210-03
SILT TRAP - TYPE C	
~ GENERAL ~	
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS PART 1	RGX-001-06
TYPE D BREAKAWAY SIGN SUPPORT	RGX-065-02
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCE	S, ETC.
MOUNTABLE MEDIAN	RPM-011-06
CURB AND GUTTER, CURBS AND VALLEY GUTTER	SEPIA-060
APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	RPM-110-07
TRAFFIC	
~ TEMPORARY ~	
TRAFFIC CONTROL	
LANE CLOSURE TWO-LANE HIGHWAY	
LANE CLOSURE USING TRAFFIC SIGNALS	
SHOULDER CLOSURE	TTC-135-02

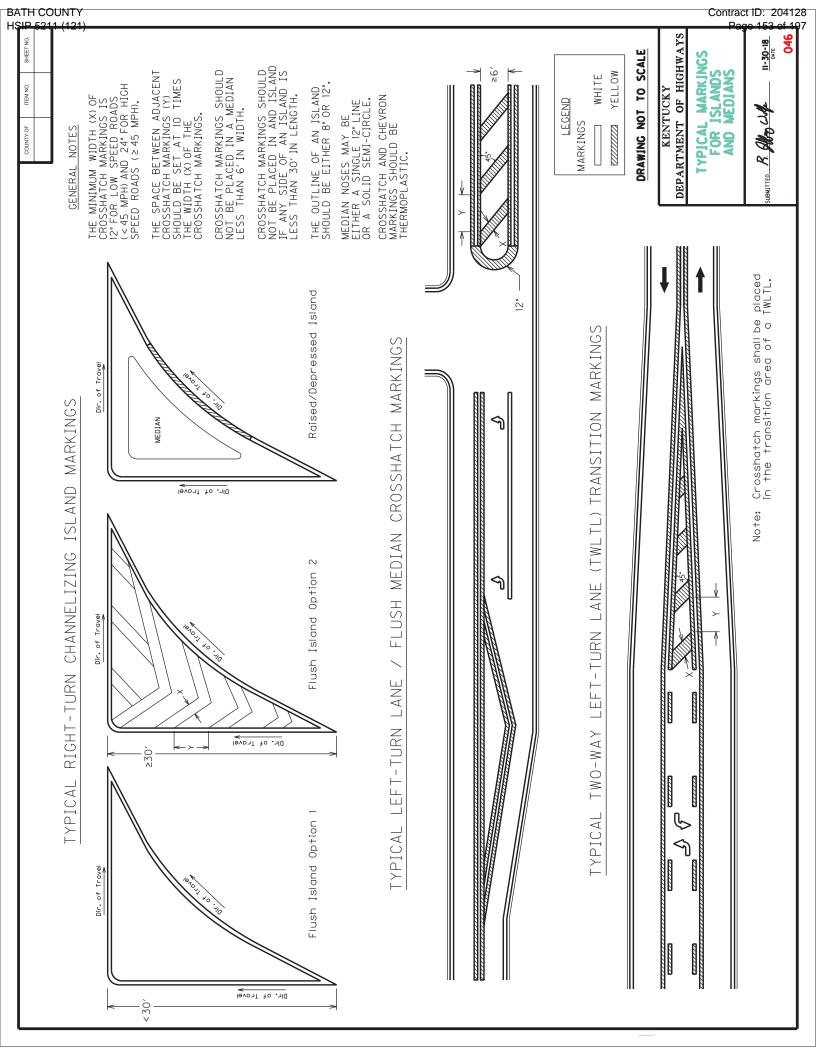
# Standard Drawings That Apply Page 2 of 2

TYPICAL MARKINGS FOR ISLANDS AND MEDIANS	SEPIA-046
<u>DEVICES</u>	
DOUBLE FINES ZONE SIGNS	
PAVEMENT CONDITION WARNING SIGNS	TTD-125-02
STRIPING OPERATIONS	
MOBILE OPERATION FOR PAINT STRIPING CASE I	
MOBILE OPERATION FOR PAINT STRIPING CASE II	
MOBILE OPERATION FOR DURABLE STRIPING CASE III	TTS-130-02
MOBILE OPERATION FOR DURABLE STRIPING CASE IV	TTS-135-02









## **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
- 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
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

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

- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-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 nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

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

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

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency...
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3:
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

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

## VII. SAFETY: ACCIDENT PREVENTION

- 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

T h i s p r o v i s i o n i s applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on 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 administrating agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017

## Standard Title VI/Non-Discrimination Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 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

"General Decision Number: KY20200038 01/03/2020

Superseded General Decision Number: KY20190038

State: Kentucky

Construction Type: Highway

Counties: Anderson, Bath, Bourbon, Boyd, Boyle, Bracken,
Breckinridge, Bullitt, Carroll, Carter, Clark, Elliott,
Fayette, Fleming, Franklin, Gallatin, Grant, Grayson, Greenup,
Hardin, Harrison, Henry, Jefferson, Jessamine, Larue, Lewis,
Madison, Marion, Mason, Meade, Mercer, Montgomery, Nelson,
Nicholas, Oldham, Owen, Robertson, Rowan, Scott, Shelby,
Spencer, Trimble, Washington and Woodford Counties in Kentucky.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher)

for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/03/2020

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER	.\$ 26.80	12.38
BRKY0001-005 06/01/2017		

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE COUNTIES:

Rates Fringes

BRICKLAYER	.\$ 26.80	12.38
BRKY0002-006 06/01/2017		
BRACKEN, GALLATIN, GRANT, MASON	& ROBERTSON COUL	NTIES:
	Rates	Fringes
BRICKLAYER		13.01
BRKY0007-004 06/01/2017		
BOYD, CARTER, ELLIOT, FLEMING, (	GREENUP, LEWIS &	ROWAN COUNTIES:
	Rates	Fringes
BRICKLAYER		19.02
BRKY0017-004 06/01/2017		
ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:		
	Rates	Fringes
BRICKLAYER	.\$ 26.47	12.76

CARP0064-001 05/01/2015		
	Rates	Fringes
CARPENTER	.\$ 27.50	16.06
Diver	.\$ 41.63	16.06
PILEDRIVERMAN	.\$ 27.75	16.06

\* ELEC0212-008 06/03/2019

BRACKEN, GALLATIN and GRANT COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 30.18	18.89	
ELEC0212-014 11/26/2018			

BRACKEN, GALLATIN & GRANT COUNTIES:

Sound & Communication	
Technician\$ 24.35	10.99
ELEC0317-012 06/01/2019	

Rates Fringes

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

	Rates	Fringes
ELECTRICIAN (Wiremen)		
Electrician	\$ 34.35	25.70

ELEC0369-007 05/28/2019

ANDERSON, BATH, BOURBON, BOYLE, BRECKINRIDGE, BULLITT, CARROLL, CLARK, FAYETTE, FRAONKLIN, GRAYSON, HARDIN, HARRISON, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON, MARION, MEADE, MERCER, MONTGOMERY, NELSON, NICHOLAS, OLDHAM, OWEN, ROBERTSON, SCOTT, SHELBY, SPENCER, TRIMBLE, WASHINGTON, & WOODFORD COUNTIES:

	Rates	Fringes
ELECTRICIAN	\$ 32.44	17.22

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\* ELEC0575-002 05/27/2019

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

	Rates	Fringes
ELECTRICIAN	.\$ 33.75	17.19

ENGI0181-018 07/01/2019

	Rates	Fringes	
POWER EQUIPMENT OPERATOR			
GROUP 1	\$ 33.30	16.50	
GROUP 2	\$ 30.44	16.50	
GROUP 3	\$ 30.89	16.50	
GROUP 4	\$ 30.12	16.50	

## OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary

Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment

GROUP 2 - Air Compressor (Over 900 cu. ft. per min.);
Bituminous Mixer; Boom Type Tamping Machine; Bull Float;
Concrete Mixer (Under 21 cu. ft.); Dredge Engineer;
Electric Vibrator; Compactor/Self-Propelled Compactor;
Elevator (One Drum or Buck Hoist); Elevator (When used to
Hoist Building Material); Finish Machine; Firemen & Hoist
(One Drum); Flexplane; Forklift (Regardless of Lift
Height); Form Grader; Joint Sealing Machine; Outboard Motor
Boat; Power Sweeper (Riding Type); Roller (Rock); Ross
Carrier; Skid Mounted or Trailer Mounted Conrete Pump; Skid
Steer Machine with all Attachments; Switchman or Brakeman;
Throttle Valve Person; Tractair & Road Widening Trencher;
Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger;
Welding Machine; Well Points; & Whirley Oiler

GROUP 3 - All Off Road Material Handling Equipment, including Articulating Dump Trucks; Greaser on Grease Facilities servicing Heavy Equipment

GROUP 4 - Bituminous Distributor; Burlap & Curing Machine; Cement Gun; Concrete Saw; Conveyor; Deckhand Oiler; Grout Pump; Hydraulic Post Driver; Hydro Seeder; Mud Jack; Oiler; Paving Joint Machine; Power Form Handling Equipment; Pump; Roller (Earth); Steerman; Tamping Machine; Tractor (Under 50 H.P.); & Vibrator

CRANES - with booms 150 ft. & Over (Including JIB), and where the length of the boom in combination with the length of the piling leads equals or exceeds 150 ft. - \$1.00 over Group 1 rate

EMPLOYEES ASSIGNED TO WORK BELOW GROUND LEVEL ARE TO BE PAID 10%

ABOVE BASIC WAGE RATE. THIS DOES NOT APPLY TO OPEN CUT WORK.

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IRON0044-009 06/01/2019

BRACKEN, GALLATIN, GRANT, HARRISON, ROBERTSON, BOURBON (Northern third, including Townships of Jackson, Millersburg, Ruddel Mills & Shawhan); CARROLL (Eastern third, including the Township of Ghent); FLEMING (Western part, excluding Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Western two-thirds, including Townships of Dover, Lewisburg, Mays Lick, Maysville, Minerva, Moranburg, Murphysville, Ripley, Sardis, Shannon, South Ripley & Washington); NICHOLAS (Townships of Barefoot, Barterville, Carlisle, Ellisville, Headquarters, Henryville, Morningglory, Myers & Oakland Mills); OWEN (Townships of Beechwood, Bromley, Fairbanks, Holbrook, Jonesville, Long Ridge, Lusby's Mill, New, New Columbus, New Liberty, Owenton, Poplar Grove, Rockdale, Sanders, Teresita & Wheatley); SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes
IRONWORKER		
Fence Erector	\$ 28.00	21.20
Structural	\$ 29.47	21.20

IRON0070-006 06/01/2019

ANDERSON, BOYLE, BRECKINRIDGE, BULLITT, FAYETTE, FRANKLIN,
GRAYSON, HARDIN, HENRY, JEFFERSON, JESSAMINE, LARUE, MADISON,
MARION, MEADE, MERCER, NELSON, OLDHAM, SHELBY, SPENCER,
TRIMBLE, WASHINGTON & WOODFORD
BOURBON (Southern two-thirds, including Townships of Austerlity,
Centerville, Clintonville, Elizabeth, Hutchison, Littlerock,
North Middletown & Paris);
CARROLL (Western two-thirds, including Townships of Carrollton,
Easterday, English, Locust, Louis, Prestonville & Worthville);
CLARK (Western two-thirds, including Townships of Becknerville,
Flanagan, Ford, Pine Grove, Winchester & Wyandotte);
OWEN (Eastern eighth, including Townships of Glenmary, Gratz,
Monterey, Perry Park & Tacketts Mill);
SCOTT (Southern third, including Townships of Georgetown, Great
Crossing, Newtown, Stampling Ground & Woodlake);

	Rates	Fringes	
IRONWORKER	\$ 29.68	22.75	
IRON0769-007 06/01/2019			

BATH, BOYD, CARTER, ELLIOTT, GREENUP, LEWIS, MONTGOMERY & ROWAN CLARK (Eastern third, including townships of Bloomingdale, Hunt, Indian Fields, Kiddville, Loglick, Rightangele & Thomson); FLEMING (Townships of Beechburg, Colfax, Elizaville, Flemingsburg, Flemingsburg Junction, Foxport, Grange City, Hillsboro, Hilltop, Mount Carmel, Muses Mills, Nepton, Pecksridge, Plummers Landing, Plummers Mill, Poplar Plains, Ringos Mills, Tilton & Wallingford); MASON (Eastern third, including Townships of Helena, Marshall, Orangeburg, Plumville & Springdale); NICHOLAS (Eastern eighth, including the Township of Moorefield Sprout)

]	Rates	Fringes
IRONWORKER		
ZONE 1\$	32.00	25.95
ZONE 2\$	32.40	25.95
ZONE 3\$	34.00	25.95

ZONE 1 - (no base rate increase) Up to 10 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 2 - (add \$0.40 per hour to base rate) 10 to 50 mile radius of Union Hall, 1643 Greenup Ave, Ashland, KY.

ZONE 3 - (add \$2.00 per hour to base rate) 50 mile radius & over of Union Hall, 1643 Greenup Ave, Ashland, KY.

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#### LABO0189-003 07/01/2018

BATH, BOURBON, BOYD, BOYLE, BRACKEN, CARTER, CLARK, ELLIOTT, FAYETTE, FLEMING, FRANKLIN, GALLATIN, GRANT, GREENUP, HARRISON, JESSAMINE, LEWIS, MADISON, MASON, MERCER, MONTGOMERY, NICHOLAS, OWEN, ROBERTSON, ROWAN, SCOTT, & WOOLFORD COUNTIES

	I	Rates	Fringes
Laborers:			
CDOILD	1\$	22 07	1 / 01
GROUP	1	23.07	14.21
GROUP	2\$	23.32	14.21
CDOUD	3\$	23 37	14.21
GROOF	3	23.37	14.21
GROUP	4\$	23.97	14.21

## LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter Tender; Cement Mason Tender; Cleaning of Machines;

Concrete; Demolition; Dredging; Environmental - Nuclear,

Radiation, Toxic & Hazardous Waste - Level D; Flagperson;

Grade Checker; Hand Digging & Hand Back Filling; Highway

Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;

Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail

& Fence Installer; Signal Person; Sound Barrier Installer;

Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;

Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher;

Environmental - Nuclear, Radiation, Toxic & Hazardous Waste

- Levels A & B; Miner & Driller (Free Air); Tunnel Blaster;

& Tunnel Mucker (Free Air); Directional & Horizontal

Boring; Air Track Drillers (All Types); Powdermen &

Blasters; Troxler & Concrete Tester if Laborer is Utilized

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LABO0189-008 07/01/2018

ANDERSON, BULLITT, CARROLL, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

	I	Rates	Fringes
Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

### LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;
Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail
& Fence Installer; Signal Person; Sound Barrier Installer;
Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper;
Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;

Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind Trencher; Sand Blaster; Concrete Chipper; Surface Grinder; Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

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Rates

Fringes

LABO0189-009 07/01/2018

BRECKINRIDGE & GRAYSON COUNTIES

Laborers:			
GROUP	1\$	23.07	14.21
GROUP	2\$	23.32	14.21
GROUP	3\$	23.37	14.21
GROUP	4\$	23.97	14.21

#### LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement
Worker; Asphalt Plant; Asphalt; Batch Truck Dump; Carpenter
Tender; Cement Mason Tender; Cleaning of Machines;
Concrete; Demolition; Dredging; Environmental - Nuclear,
Radiation, Toxic & Hazardous Waste - Level D; Flagperson;
Grade Checker; Hand Digging & Hand Back Filling; Highway
Marker Placer; Landscaping, Mesh Handler & Placer; Puddler;

Railroad; Rip-rap & Grouter; Right-of-Way; Sign, Guard Rail & Fence Installer; Signal Person; Sound Barrier Installer; Storm & Sanitary Sewer; Swamper; Truck Spotter & Dumper; Wrecking of Concrete Forms; General Cleanup

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);
Brickmason Tender; Mortar Mixer Operator; Scaffold Builder;
Burner & Welder; Bushammer; Chain Saw Operator; Concrete
Saw Operator; Deckhand Scow Man; Dry Cement Handler;
Environmental - Nuclear, Radiation, Toxic & Hazardous Waste
- Level C; Forklift Operator for Masonary; Form Setter;
Green Concrete Cutting; Hand Operated Grouter & Grinder
Machine Operator; Jackhammer; Pavement Breaker; Paving
Joint Machine; Pipelayer; Plastic Pipe Fusion; Power Driven
Georgia Buggy & Wheel Barrow; Power Post Hole Digger;
Precast Manhole Setter; Walk-Behind Tamper; Walk-Behind
Trencher; Sand Blaster; Concrete Chipper; Surface Grinder;
Vibrator Operator; Wagon Driller

GROUP 3 - Asphalt Luteman & Raker; Gunnite Nozzleman; Gunnite Operator & Mixer; Grout Pump Operator; Side Rail Setter; Rail Paved Ditches; Screw Operator; Tunnel (Free Air); Water Blaster

GROUP 4 - Caisson Worker (Free Air); Cement Finisher; Environmental - Nuclear, Radiation, Toxic & Hazardous Waste - Levels A & B; Miner & Driller (Free Air); Tunnel Blaster; & Tunnel Mucker (Free Air); Directional & Horizontal Boring; Air Track Drillers (All Types); Powdermen & Blasters; Troxler & Concrete Tester if Laborer is Utilized

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PAIN0012-005 06/11/2005

BATH, BOURBON, BOYLE, CLARK, FAYETTE, FLEMING, FRANKLIN, HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS, ROBERTSON, SCOTT & WOODFORD COUNTIES:

	Rates	Fringes
PAINTER		
Bridge/Equipment Tender		
and/or Containment Builder	\$ 18.90	5.90
Brush & Roller	\$ 21.30	5.90
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement	\$ 22.30	5.90
Sandblasting &		
Waterblasting	\$ 22.05	5.90
Spray	\$ 21.80	5.90

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

	Rates	Fringes
PAINTER (Heavy & Highway		
Bridges - Guardrails -		
Lightpoles - Striping)		
Bridge Equipment Tender		
and Containment Builder	.\$ 20.73	9.06
Brush & Roller	.\$ 23.39	9.06
Elevated Tanks;		
Steeplejack Work; Bridge &		
Lead Abatement	.\$ 24.39	9.06
Sandblasting & Water		
Blasting	.\$ 24.14	9.06
Spray	.\$ 23.89	9.06

PAIN0118-004 06/01/2018

ANDERSON, BRECKINRIDGE, BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES:

	Rates	Fringes
22.77		
PAINTER  Brush & Roller	\$ 22 00	12.52
Spray, Sandblast, Power	9 22.00	12.52
Tools, Waterblast & Steam		
Cleaning	\$ 23.00	12.52
PAIN1072-003 12/01/2018		
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS and	ROWAN COUNTIES
	Rates	Fringes
Painters:		
Bridges; Locks; Dams;		
Tension Towers & Energized		
Substations		18.50
Power Generating Facilitie		18.50
PLUM0248-003 06/01/2018		
BOYD, CARTER, ELLIOTT, GREENUP,	LEWIS & RO	WAN COUNTIES:
	Rates	Fringes
Plumber and Steamfitter		20.23
PLUM0392-007 06/01/2018		
BRACKEN, CARROLL (Eastern Half) ROBERTSON COUNTIES:	, GALLATIN,	GRANT, MASON, OWEN &

Rates Fringes

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN

(Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON,

LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE &

WASHINGTON COUNTIES

	Rates	Fringes
PLUMBER	.\$ 35.77	20.78
SIKY2010-160 10/08/2001		

SUKY2010-160 10/08/2001

	Rates	Fringes
Truck drivers:		
GROUP 1	\$ 16.57	7.34
GROUP 2	\$ 16.68	7.34
GROUP 3	\$ 16.86	7.34
GROUP 4	\$ 16.96	7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

GROUP 3 - Single Axle Dump; Flatbed; Semi-trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Distributor; Mixer; & Truck Mechanic

GROUP 4 - Euclid & Other Heavy Earthmoving Equipment & Lowboy; Articulator Cat; 5-Axle Vehicle; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement

Breaker

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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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is 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.

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### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- $^{\star}$  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

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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 to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. 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 BATH COUNTY HSIP 5211 (121)

## NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
7.0%	6.9%

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

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

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

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

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

## **PART IV**

# **INSURANCE**

Refer to *Kentucky Standard Specifications for Road and Bridge Construction*,

current edition

# **PART V**

# **BID ITEMS**

Contract ID: 204128 Page 196 of 197

# 204128 PROPOSAL BID ITEMS

Page 1 of 2

Report Date 6/26/20

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0010	00221		CL2 ASPH BASE 0.75D PG64-22	261.00	TON		\$	
0020	00356		ASPHALT MATERIAL FOR TACK	2.50	TON		\$	
0030	24685EC		CL2 ASPH SURF 0.38A PG64-22	389.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0040	00001		DGA BASE	282.00	TON		\$	
0050	01689		FLUME INLET TYPE 1 MOD	5.00	EACH		\$	
0060	01821		LIP CURB AND GUTTER MOD	754.00	LF		\$	
0070	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	12.00	EACH		\$	
080	02230		EMBANKMENT IN PLACE	99.00	CUYD		\$	
0090	02351		GUARDRAIL-STEEL W BEAM-S FACE	561.25			\$	
0100	02360		GUARDRAIL TERMINAL SECTION NO 1	2.00	EACH		\$	
0110	02367		GUARDRAIL END TREATMENT TYPE 1	2.00	EACH		\$	
0120	02381		REMOVE GUARDRAIL	675.00	LF		\$	
0130	02483		CHANNEL LINING CLASS II	80.00	TON		\$	
0140	02562		TEMPORARY SIGNS	300.00	SQFT		\$	
0150	02650		MAINTAIN & CONTROL TRAFFIC (US 60 AT KY 801)	1.00			\$	
0160	02671		PORTABLE CHANGEABLE MESSAGE SIGN	5.00	EACH		\$	
0170	02676		MOBILIZATION FOR MILL & TEXT (US 60 AT KY 801)	1.00	LS		\$	
0180	02677		ASPHALT PAVE MILLING & TEXTURING	586.00	TON		\$	
0190	02701		TEMP SILT FENCE	3,000.00	LF		\$	
0200	02703		SILT TRAP TYPE A	1.00	EACH		\$	
0210	02704		SILT TRAP TYPE B	1.00	EACH		\$	
0220	02705		SILT TRAP TYPE C	8.00	EACH		\$	
0230	02706		CLEAN SILT TRAP TYPE A	1.00	EACH		\$	
0240	02707		CLEAN SILT TRAP TYPE B	1.00	EACH		\$	
0250	02708		CLEAN SILT TRAP TYPE C	8.00	EACH		\$	
0260	02726		STAKING (US 60 AT KY 801)	1.00	LS		\$	
0270	02775		ARROW PANEL	2.00	EACH		\$	
0280	03225		TUBULAR MARKERS (PEXCO CITY POST EMBEDDED ANCHOR CUP)	66.00	EACH		\$	
0290	05950		EROSION CONTROL BLANKET	800.00	SQYD		\$	
0300	05952		TEMP MULCH	4,000.00	SQYD		\$	
0310	05953		TEMP SEEDING AND PROTECTION	3,000.00	SQYD		\$	
0320	05963		INITIAL FERTILIZER	.05	TON		\$	
0330	05964		MAINTENANCE FERTILIZER	.03	TON		\$	
0340	05985		SEEDING AND PROTECTION	800.00	SQYD		\$	
0350	05992		AGRICULTURAL LIMESTONE	.60	TON		\$	
0360	06406		SBM ALUM SHEET SIGNS .080 IN	304.27	SQFT		\$	
0370	06410		STEEL POST TYPE 1	472.00	LF		\$	

HSIP 5211 (121)

204128

### **PROPOSAL BID ITEMS**

Contract ID: 204128 Page 197 of 197

Report Date 6/26/20

Page 2 of 2

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	AMOUNT
0380	06490	CLASS A CONCRETE FOR SIGNS	2.00	CUYD		\$	
0390	06510	PAVE STRIPING-TEMP PAINT-4 IN	6,000.00	LF		\$	
0400	06546	PAVE STRIPING-THERMO-12 IN W	279.00	LF		\$	
0410	06569	PAVE MARKING-THERMO CROSS-HATCH	370.00	SQFT		\$	
0420	20748ED	SHOULDER MILLING/TRENCHING	724.00	SQYD		\$	
0430	21134ND	REMOVE-STORE AND REINSTALL SIGN	5.00	EACH		\$	
0440	21373ND	REMOVE SIGN	31.00	EACH		\$	
0450	21596ND	GMSS TYPE D	8.00	EACH		\$	
0460	21596ND	GMSS TYPE D SURFACE MOUNT	4.00	EACH		\$	
0470	22045NN	FLUME INLET TY 2-MOD	3.00	EACH		\$	
0480	22520EN	PAVE MARKING-THERMO YIELD BAR-36 IN	59.00	LF		\$	
0490	23379EC	STAMPED CONCRETE	779.00	SQYD		\$	
0500	24097EC	THERMO RUMBLE STRIPS TY 2	36.00	LF		\$	
0510	24631EC	BARCODE SIGN INVENTORY	79.00	EACH		\$	
0520	24683ED	PAVE MARKING-THERMO DOTTED LANE EXTEN (6 IN WIDTH)	59.00	LF		\$	
0530	24955ED	REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	
0540	25008EC	PAVE STRIPING-THERMO-6 IN W-WET REFLECT (3M 50/50 WET REFLECTIVE)	2,773.00	LF		\$	
0550	25009EC	PAVE STRIPING-THERMO-6 IN Y-WET REFLECT (3M 50/50 WET REFLECTIVE)	2,438.00	LF		\$	
0560	25019EC	GROOVE FOR PAVE STRIPING - 7 IN	5,211.00			\$	

### Section: 0003 - LIGHTING

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	<b>UNIT PRIC</b>	FP	<b>AMOUNT</b>
0570	04701	POLE 40 FT MTG HT	2.00	EACH		\$	
0580	04725	BRACKET 15 FT	2.00	EACH		\$	
0590	04740	POLE BASE	2.00	EACH		\$	
0600	04750	TRANSFORMER BASE	2.00	EACH		\$	
0610	04761	LIGHTING CONTROL EQUIPMENT	1.00	EACH		\$	
0620	04780	FUSED CONNECTOR KIT	4.00	EACH		\$	
0630	04795	CONDUIT-2 IN	150.00	LF		\$	
0640	04820	TRENCHING AND BACKFILLING	125.00	LF		\$	
0650	04832	WIRE-NO. 12	350.00	LF		\$	
0660	20391NS835	<b>ELECTRICAL JUNCTION BOX TYPE A</b>	4.00	EACH		\$	
0670	21543EN	BORE AND JACK CONDUIT	150.00	LF		\$	
0680	23778EC	WIRE-NO. 10	1,100.00	LF		\$	
0690	24589ED	LED LUMINAIRE	2.00	EACH		\$	
0700	24900EC	PVC CONDUIT-1 1/4 IN-SCHEDULE 80	125.00	LF		\$	

## Section: 0004 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC FP AMOUNT	
0710	02569	DEMOBILIZATION	1.00	LS	\$	