



**CALL NO. 107**

**CONTRACT ID. 224444**

**DAVISS COUNTY**

**FED/STATE PROJECT NUMBER HSIP 4311(046)**

**DESCRIPTION FREDERICA STREET (US 431)**

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

**PRIMARY COMPLETION DATE 7/31/2023**

**LETTING DATE: July 21,2022**

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME July 21,2022. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

**NO PLANS ASSOCIATED WITH THIS PROJECT.**

**DBE CERTIFICATION REQUIRED - 5%**

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

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

## ADMINISTRATIVE DISTRICT - 02

**CONTRACT ID - 224444**

**HSIP 4311(046)**

**COUNTY - DAVIESS**

**PCN - 0203004312201**

**HSIP 4311(046)**

FREDERICA STREET (US 431) (MP 11.030) IMPROVEMENTS ON US 431 AT FULTON DR, CARLTON DR, AND US 60 RAMP B (MP 11.330), A DISTANCE OF 0.30 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 02-09012.10.

GEOGRAPHIC COORDINATES LATITUDE 37:43:28.25 LONGITUDE 87:07:24.97

ADT 23,864

### COMPLETION DATE(S):

COMPLETED BY 11/30/2022

COMPLETED BY 07/31/2023

MILESTONE DATE (SEE SN FOR  
COMPLETION DATE)

APPLIES TO ENTIRE PROJECT



## **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](http://www.bidx.com)) to prepare a bid packet for submission to the Department. The bidder must submit electronically using Bid Express.

### **JOINT VENTURE BIDDING**

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

### **UNDERGROUND FACILITY DAMAGE PROTECTION**

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

### **REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY**

Pursuant to KRS 176.085(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by [KRS 14A.9-010](#) to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under [KRS 14A.9-030](#) unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. If the foreign entity is not required to obtain a certificate as provided in [KRS 14A.9-010](#), the foreign entity should identify the applicable exception. Foreign entity is defined within [KRS 14A.1-070](#).

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

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

#### **SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT**

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

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

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

#### **HARDWOOD REMOVAL RESTRICTIONS**

The US Department of Agriculture has imposed a quarantine in Kentucky and several surrounding states, to prevent the spread of an invasive insect, the emerald ash borer. Hardwood cut in conjunction with the project may not be removed from the state. Chipping or burning on site is the preferred method of disposal.

#### **INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES**

Identification of excess material sites and borrow sites shall be the responsibility of the Contractor. The Contractor shall be responsible for compliance with all applicable state and federal laws and may wish to consult with the US Fish and Wildlife Service to seek protection under Section 10 of the Endangered Species Act for these activities.

#### **ACCESS TO RECORDS**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially

disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

April 30, 2018

### **FEDERAL CONTRACT NOTES**

The Kentucky Department of Highways, in accordance with the Regulations of the United States Department of Transportation 23 CFR 635.112 (h), hereby notifies all bidders that failure by a bidder to comply with all applicable sections of the current Kentucky Standard Specifications, including, but not limited to the following, may result in a bid not being considered responsive and thus not eligible to be considered for award:

- |                                |  |
|--------------------------------|--|
| 102.02 Current 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 Transportation Cabinet, Department of Highways, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, disability, income- level, or Limited English Proficiency (LEP) in consideration for an award.

### **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 are acceptable per Section 108.01 of the Standard Specifications for Road and Bridge Construction. Sub-Contractors fulfilling a disadvantaged business enterprise goal on a project may enter into a 2<sup>nd</sup> tier subcontract with a Non-DBE Subcontractor. However, in this instance, none of the work subcontracted to the Non-DBE Contractor will count toward fulfilling the established Disadvantaged Goal for the project.

### **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 certainty whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the Disadvantaged Enterprise Business Liaison Officer (DEBLO) in the Office for 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:

- Suspension of Prequalification;
- 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 and Non-DBE Subcontractors within seven (7) working days after he or she has received payment from the Kentucky Transportation Cabinet for work performed or materials furnished.

### **CONTRACTOR REPORTING**

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a **signed and notarized** Affidavit of Subcontractor Payment (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be 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 for 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 for 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](mailto: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.

### **PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

In accordance with the FY 2019 National Defense Authorization Act (NDAA), 2 CFR 200.216, and 2 CFR 200.471, Federal agencies are prohibited, after August 13, 2020, from obligating or expending financial assistance to obtain certain telecommunications and video surveillance services and equipment from specific producers. As a result of these regulations, contractors and subcontractors are prohibited, on projects with federal funding participation, from providing telecommunication or video surveillance equipment, services, or systems produced by:

- Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities)

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – CARGO PREFERENCE ACT (CPA).**

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**NATIONAL HIGHWAY**

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

**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 B**

Be advised that the Department will control and accept compaction of asphalt mixtures furnished on this project under OPTION B in accordance with Sections 402 and 403.

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

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### **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. **Any work operations not covered by a bid item shall be incidental to the overall project.** If a potential bidder has concerns with any bid items not used, a Question needs to be submitted during the Advertisement period.

### **STATIONING**

**US 431:** The contractor is advised that the planned locations of work along US 431 were established from the center of the intersection of US 431 and Fulton Dr. Mile Point 11.066 is converted to STA. 584+28.48 by multiplication by 5,280 feet. The existing mile marker signs may not correspond to the proposed work locations. See the Coordinate Control Sheet for additional information.

**US 60 Ramp B:** The contractor shall refer to the coordinate control sheet in the plan set for the basis of project stationing. **NOTE:** The existing mile marker signs **DO NOT** correspond to the proposed work locations.

### **SURVEY**

Survey information was obtained from conventional survey with control from GPS methods. All work 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 and environmentally cleared 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

## General Notes & Description of Work

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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.

### **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:

Offset Left-Turn Lanes: The medians on US 431 are being revised/removed to provide offset left-turn lanes on northbound and southbound US 431 at Fulton Dr. The storage length of each turn bay will remain relatively unchanged. This work will include excavation, milling, leveling and wedging, the placement of DGA, asphalt base courses, and an asphalt surface course, and the installation of pavement markings.

Traffic Signals: Remove Signal Equipment involves the removal of all existing signal heads at the US 431/Fulton Dr. intersection and existing left-turn lane loops. Install necessary signal cable to install new 3-section signal heads on the approach roads and the US 431 through lanes and 4-section flashing yellow arrow signal heads for each US 431 left turn lane. All new signal heads shall have reflective backplates and LED indications. Radar Detection to be installed with a separate, concurrent project. Refer to the plans for additional details.

Direct Left-Turn and Median Closure: The medians on US 431 are being revised to control access at Carlton Dr. The US 431 median will be closed except for a direct left-turn from SB US 431 to Carlton Dr. Carlton Dr. will become a right-in, right-out only approach. This work will include excavation, milling, leveling and wedging, the placement of DGA, asphalt base courses, and an asphalt surface course, and the installation of pavement markings.

US 60 Ramp B Widening: US 60 Ramp B will be widened to accommodate dedicated left and right turn lanes. The intersection of Ramp B and US 431 is being revised to remove the right turn free flow movement as well. A new right turn lane taper will be achieved along SB US 431 via sawcut of the existing pavement. This work will include excavation, milling, leveling and wedging, full depth widening, pipe extension, pavement markings, and the construction of a new mast arm signal pole.

### Special Note for Staking

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

1. Contrary to Section 201.03.01, perform items 1 & 2 usually performed by the Engineer.
2. Using the proposed pavement superelevation rates, runout lengths, and runoff lengths, determine the necessary elevation changes along the edges of pavement for each proposed curve and the transitions leading into and out of each curve to achieve the proposed superelevation improvements. The intent is to provide a consistent superelevation throughout each proposed curve and smooth transitions into and out of each curve. Once the elevation changes along the edges of pavement for each proposed curve are determined and prior to starting paving operations, verify the proposed roadside re-grading corresponding to each curve can be constructed so that the new roadside will be flush with the new edges of pavement and the new toe of slope, or top of cut, will remain within the Right-of-Way, or within the general area noted on any applicable Consent & Releases, and/or not impact a sensitive obstruction. If necessary, and with the approval of the Engineer, reduce the proposed superelevation rate of a curve if the new elevations of the edges of pavement will cause the proposed roadside grading to extend beyond the Right-of-Way, or extend outside of the general area described on any applicable Consent & Releases, and/or impact a sensitive obstruction. Alternatively, with the approval of the Engineer and to the extent allowable by the "Ditching & Shouldering and Embankment Benching Details" and/or the Special Note for Ditching & Shouldering, the Contractor may be allowed to adjust the proposed dimensions of the roadside grading so the new toe of slope or top of cut will remain within the Right-of-Way, or within the general area noted on any applicable Consent & Releases, and/or not impact a sensitive obstruction. After the final proposed elevation changes along the edges of pavement for each curve 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 mix design of each lift of Leveling & Wedging the contractor plans to use to achieve the proposed superelevation improvement. Ensure positive drainage upon completion of the work.
3. Verify the dimensions, type, and quantities of the culvert pipes, entrance pipes, and/or box culverts 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

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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 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. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.

5. Produce and furnish to the Engineer "As Built" information for the superelevation improvements and the drainage improvements. For superelevation improvements, as built information will consist of a record of the final pavement cross slopes every 50 feet, for each lane of travel along the curves and the transitions into and out of the curves. Elevation data of the curve improvements 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, 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 Erosion Control

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### 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.

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

## Erosion Control Page 2 of 3

vegetation not required to be removed by the work or the contract. Seed and/or mulch disturbed areas at the earliest opportunity. Use silt fence, silt traps, temporary ditches, brush barriers, erosion control blankets, sodding, channel lining, and other erosion control measures in a timely manner as required by the BMP and as directed or approved by the Engineer. Prevent sediment laden water from leaving the project, entering an existing drainage structure, or entering a stream.

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. 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 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.

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#### **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 Pipe Replacements and Extensions

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### 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) Constructing pipe replacements and/or pipe extensions; (3) Embankment and/or Excavation; (4) Erosion Control; and (6) Any other work as specified by this contract.

### II. MATERIALS

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Culvert Pipe.** Furnish pipe meeting the requirements of Section 810. Select pipe for pH range Medium and minimum fill cover height according to the applicable Standard or Sepia Drawings, current editions. Verify maximum and minimum fill cover height required for new pipe prior to construction and obtain the Engineer's approval of the class or gauge of pipe and type of coating prior to delivering pipe to project. Furnish approved connecting bands or pipe anchors and toe walls.
- C. Flowable Fill.** Furnish Flowable Fill for Pipe Backfill per Section 601.03.03(B).
- D. Erosion Control.** See Special Note for Erosion Control.

### III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Site Preparation.** Be responsible for all site preparation including, but not limited to, saw cutting and removing existing pavement; clearing and grubbing; staking; incidental excavation and backfilling; common and solid rock excavation; embankment in place; removal of obstructions, or any other items; restoration of pavements, slopes, and all disturbed areas; final dressing and cleanup; and disposal of materials. Limit clearing and grubbing to the absolute minimum required to construct the drainage features. Perform all site preparation only as approved or directed by the Engineer.
- D. Removing Headwalls, Pipe, and Excavation.** Remove existing headwalls and lengths of culvert

## Pipe Replacements/Extensions

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and/or entrance pipes at the approximate locations noted on the summary. The Engineer will determine the exact locations and lengths of pipe to be removed at the time of construction. When any portion of pipe under the roadway, saw cut the existing asphalt pavement and base to a neat edge prior to excavation and removal of the existing pipe. NOTE: Saw cutting the pavement shall be incidental. Obtain the Engineer's approval of trench width and/or saw cutting limits prior to saw cutting the pavement. Excavate the trench and remove the pipe as directed, or approved, by the Engineer without disturbing existing underground utilities.

- E. Constructing Pipe, Headwalls, and Drainage Boxes.** Construct culvert and/or entrance pipes, pipe extensions, headwalls, drainage boxes, and other drainage structures at the locations shown in the proposal or as designated by the Engineer. The Contractor will establish, with the approval of the Engineer, the final centerlines, flow lines, and skews to obtain the best fit with the existing and/or proposed ditches and other proposed improvements. (See the Special Note for Staking.) Construct pipe bedding according to Section 701 and the applicable Standard or Sepia Drawings, current editions. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide positive drainage upon completion of pipe installation.
- F. Pipe Backfill.** Backfill entrance pipes according to Section 701.03.06. Contrary to Section 701.03.06, regardless of cover height, backfill culvert pipes with flowable fill as shown on the Culvert Pipe Replacement Detail from the outside edge of shoulder or back of curb to outside edge of shoulder or back of curb. Steel plates will likely be required to maintain traffic while the flowable fill cures. Once the flowable fill has sufficiently cured, place the Asphalt Base in lifts with thicknesses of 3-4 inches, up to the surface of the existing pavement. Seal with Leveling & Wedging. Allow the asphalt base and leveling & wedging to be exposed to traffic for a minimum of 14 days to allow for settlement. During the waiting period, level & wedge any settlement as directed by the Engineer. After the waiting period has been met for the last pipe replacement constructed, the final milling and/or surfacing operations can begin, unless directed otherwise by the Engineer. For culvert pipe beyond the outside edge of shoulder or back of curb, backfill according to Section 701.03.06.
- G. Embankments.** Backfill pipe and culvert extensions, and construct shoulder embankments as directed by the Engineer. The Contractor shall bench into the existing slope and apply proper compaction according to Section 206. For more information and details on benching, refer to Note 2 on the detail sheet titled: DITCHING & SHOULDERING AND EMBANKMENT BENCHING DETAILS, found elsewhere in the Proposal. Provide positive drainage of ditches, shoulders, and slopes at all times during and upon completion of construction.
- H. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. 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.
- I. 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

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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 as a result of pipe replacement and pipe extension 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 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.

- J. Right-of-Way Limits.** The Department has not established 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.
- K. Clean Up, Disposal of Waste.** Clean up the project area as work progresses. Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste 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.
- L. 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.
- M. Erosion Control.** See the Special Note for Erosion Control.

#### IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic.** See the Traffic Control Plan.
- B. Site Preparation.** Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to culvert and/or entrance pipe bid items, as applicable.
- C. Remove Headwall.** The Department will measure the removal of existing headwalls as Each. Any excavation, including rock excavation, necessary to remove existing headwalls will NOT be measured for payment, but shall be incidental to the bid item "Remove Headwall".
- D. Remove Pipe.** Removal of existing culvert and entrance pipe shall be measured according to Section

## Pipe Replacements/Extensions

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701.04.14. Any excavation, including rock excavation, necessary to remove existing pipe will NOT be measured for payment, but shall be incidental to the bid item "Remove Pipe".

- E. Culvert and Entrance Pipe.** The Department will measure the quantities according to Section 701.04. Any excavation, including rock excavation, necessary to install culvert or entrance pipe shall be incidental to the corresponding pipe bid items.
- F. Headwalls, Drainage Boxes.** The Department will measure according to Section 710. Any excavation, including rock excavation, necessary to construct headwalls and/or drainage boxes will NOT be measured for payment, but shall be incidental to the applicable bid item.
- G. Excavation, Pipe Backfill, Embankments.** The Department will NOT measure for payment the following items: any excavation, including rock excavation, necessary to remove the existing pipe and/or install the proposed culvert or entrance pipe, pipe backfill material, geotextile fabric, flowable fill, and re-constructing shoulder embankments, but shall considered these items incidental to the bid items for culvert and entrance pipe.
- 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 to the project bid items. Seeding and Protection shall be measured according to Section 212.
- I. Erosion Control.** See the Special Note for Erosion Control.

## V. BASIS OF PAYMENT

- A. Maintain and Control Traffic.** See the Traffic Control Plan.
- B. Remove Headwall.** The Department will make payment for the completed and accepted quantities of Each headwall removed. Payment at the Contract unit price per Each shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing headwall.
- C. Remove Pipe.** The Department will make payment according to Section 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals for removing the existing pipe.
- D. Culvert and Entrance Pipe.** The Department will make payment according to Section 701.05. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all labor, materials, equipment, and incidentals necessary for installing and backfilling new culvert and entrance pipe.
- E. Headwalls, Drainage Boxes.** The Department will make payment according to Section 710.
- F. Erosion Control.** See the Special Note for Erosion Control.

### Special Note for Signage

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

All permanent signs and sign components shall be fabricated using Type XI sheeting.

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

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

The following signs shall be fabricated using Type XI 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 pointing arrow (W16-7P) plaques that supplement Bicycle Warning signs.
- Pedestrian Warning signs and diagonal downward pointing arrow plaques that supplement Pedestrian Warning signs.
- In-Street Pedestrian Crossing (R1-6) signs and Overhead pedestrian Crossing (R1-9) signs
- Supplemental plaques to any of the previously listed signs



## Special Note for Signing

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### 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 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

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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., or installations on existing asphalt, such as flush medians, Type I steel posts shall be mounted on a Type D Surface Mount. For Type D Surface Mounts use only Kleen Break Model 425 by Xcessories Squared of Auburn, IL. If the Surface Mount is to be installed on sufficiently cured concrete, use part number XKBSM42520-G. If the Surface Mount is to be installed on asphalt surface, use part numbers XKB42520-G and AXT225-36-G. 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", 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 XI Sheeting)
- White and yellow (Type XI 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.

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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 more than one sign is mounted beside each other, the posts shall be spaced to provide approximately six inches (6") of spacing between signs.

- 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 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

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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

- 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.

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- 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.
- 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: The permissible Type D Surface Mount alternative is: 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

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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.

December 5, 2018

**SPECIAL NOTE FOR FIBER REINFORCEMENT OF ASPHALT**

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**PART 1 – GENERAL**

**1.1 DESCRIPTION**

- A. This Section includes specifications for furnishing all materials, equipment, labor, and incidentals for mixing aramid fiber reinforcements to hot mix asphalt.

**1.2 DEFINITIONS**

- A. HMA - hot mix asphalt, without aramid fiber.
- B. WMA - warm mix asphalt, without aramid fiber.
- C. Reinforced HMA - hot mix asphalt including aramid fibers properly proportioned, uniformly mixed and coated with asphalt.
- D. Aramid fiber - pure aramid fiber meeting the material properties of this specification, without additive materials.
- E. Delivery material(s) - the material(s) combined with the pure aramid fiber to facilitate Aramid fiber and HMA/WMA proportioning, uniform mixing with the HMA/WMA, and asphalt coating of the aramid fibers.
- F. Aramid product - the aramid supplier’s mixture of pure aramid fiber and delivery material(s).
- G. Manufacturer - the company that produces the aramid fiber from raw materials.
- H. Supplier - the company that offers an aramid product.

**PART 2 – PRODUCT**

**2.1 MATERIALS**

- A. Meet the following aramid fiber properties:

<b>Property</b>	<b>Measure</b>	<b>Standard</b>
Material	Aramid	ASTM D276
Form	Monofilament fibers	Manufacturer Certification
Length	0.75-1.50 inches (+/- 10%)	Manufacturer Cert.
Specific Gravity	1.44	ASTM D276
Minimum Tensile Strength	400,000 psi	ASTM D3379
Maximum Tensile Elongation	1.8 %	ASTM D3379
Degradation Temperature	800 degrees F	ASTM D276
Acid and Alkali Resistance	Inert	Manufacturer Cert.

**2.2 SUBMITTALS**

- A. Submit the following:
  1. Identify the mixing plant.
  2. Provide a specification sheet from the aramid fiber manufacturer.
  3. Provide the following from the aramid product supplier at least three weeks prior to HMA/WMA production:
    - The supplier’s specified mix rate for the aramid product.

- Certification that the amount of aramid fiber in the aramid product will be between 2.1 and 4.0 ounces of pure aramid fiber for each ton of hot mix asphalt.
- Evidence showing how many times, if any, the supplier's fiber product has been successfully produced at the asphalt plant to be used for the project.
- Proven method of introducing the aramid fibers into the hot mix asphalt which will not cause the aramid fibers to become airborne.

### **2.3 JOB MIX FORMULA**

- A. When aramid fiber is required as a mixture ingredient, modification to the job mix formula is not required.

## **PART 3 – EXECUTION**

### **3.1 CONSTRUCTION REQUIREMENTS**

- A. Store aramid product in a dry environment and do not allow them to be in contact with moisture.
- B. Mix 3.0 ounces (+/1 1.0 ounces) of aramid fibers per ton of asphalt. The weight applied is for pure aramid fibers only, weight of any delivery materials is not considered.
- C. Have a fiber supplier's representative on site during the first day of production mixing. This requirement can be waived if fiber supplier and HMA/WMA producer can supply evidence of supplier's brand of fiber product being successfully produced by the HMA/WMA producer. The fiber supplier's representative may be on site for additional days as requested by the Engineer.
- D. Introduce the aramid product as follows:
  - 1. Batch Plant:
    - When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. This may be done with loose fibers and a fiber metering device, or may be done by using manual dosing equipment. If necessary, increase the batch dry mixing time to ensure the aramid fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.
  - 2. Drum Plant:
    - When a continuous or drier-drum type plant is used, add the aramid product to the RAP material to uniformly disperse with the aggregate and injected asphalt. Use a separate aramid product metering device feed system to proportion by weight of total mix, the required percentage of fiber reinforcement into the mixture. Control the aramid product metering system with a proportioning device to meet the dosing requirements.
    - When a continuous or drier-drum type plant is used for limited production volumes, the addition of the aramid product may be done by using manual measuring tools or equipment and adding them directly onto the RAP belt or into the RAP opening on the plant. Because this is not an automated process, a written protocol must be supplied by the producer to demonstrate how they will attain the dosage requirement, and documentation must be supplied by the material manufacturer assuring this method will produce the desired uniform aramid fiber distribution.
- E. Mix the aramid fiber with the aggregate longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber. At the start of any fiber mixing, visually observe the reinforced HMA/WMA at the



plant and in first three trucks at the point of discharge and prior to delivery to the job site. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments if needed.

- F. WMA: Use of a feeder system will be required for both Drum and Batch plants when producing Warm Mix Asphalt to ensure correct distribution and coating of the aramid fibers. This requirement maybe waved if the asphalt producer can demonstrate complete melting of the delivery material and proper incorporation of the aramid fibers into the WMA.

**3.2 ACCEPTANCE**

- A. Acceptance of the reinforced HMA/WMA will include the following factors:
  1. Aramid fiber is properly proportioned based on documentation comparing fiber feed to HMA/WMA mix production. A log of the total amount of aramid fibers applied certified by fiber manufacturer/supplier shall be required daily.
  2. By visual inspection at the end of the mixing process, there is no clumping of aramid fiber or aramid delivery product and the aramid fibers are uniformly distributed.
  3. All other mixture and density requirement of the asphalt as detailed in the Standard Specifications, current edition, shall apply.

**PART 4 - MEASUREMENT AND PAYMENT**

- A. The Department will measure the quantity of Fiber Reinforcement for HMA/WMA by the ton of asphalt placed with fibers. Each ton of asphalt placed with the aramid fibers according to this Special Note will be measured and paid for at the contract unit bid price per ton, and shall include full compensation for furnishing all labor, tools, equipment, and incidentals for doing all the work involved in adding the fibers to HMA/WMA.

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24785EC	Fiber Reinforcement for HMA	Tons

## Special Note for Completion Date & Liquidated Damages

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### I. COMPLETION DATE

The ultimate fixed completion date for this project will be **July 31, 2023**. However, there will be an intermediate fixed completion date of **November 30, 2022**, for any and all work associated with the asphalt pavement, up to and including the asphalt surface. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

### II. LIQUIDATED DAMAGES

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of \$1000 per day for each day, or fraction of a day, if either the November 30, 2022, intermediate fixed completion date, or the July 31, 2022, ultimate fixed completion date is exceeded. All construction must be completed in accordance with any and all applicable weather limitations listed in the Standard Specifications. As such, the Contractor is advised to select a starting date based on a favorable weather forecast.

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 lane closures that are in place beyond the time frame(s) noted in the Traffic Control Plan and approved by the Engineer.

NOTE: At the sole discretion of the Engineer, all, or part, of these Liquidated Damages may be waived due to unforeseen circumstances, such as unexpected weather.

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

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

### SPECIAL NOTE FOR NON-TRACKING TACK COAT

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

2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Non-Tracking Tack. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide a tack conforming to the following material requirements:

Property	Specification	Test Procedure
Viscosity, SFS, 77 ° F	20 – 100	AASHTO T 72
Sieve, %	0.3 max.	AASHTO T 59
Asphalt Residue <sup>1</sup> , %	50 min.	AASHTO T 59
Oil Distillate, %	1.0 max.	AASHTO T 59
Residue Penetration, 77 ° F	0 - 30	AASHTO T 49
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	AASHTO T 315
Softening Point, ° F	149 min.	AASHTO T 53
Solubility, %	97.5 min.	AASHTO T 44

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

2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14” and 18” from the roadway.

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

3. CONSTRUCTION.

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

3.2 Non-tracking Tack Application. Placement of non-tracking tack is not permitted from October 1<sup>st</sup> to May 15<sup>th</sup>. When applying material, ensure the roadway temperature is a minimum of 40°F and rising. Prior to application, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 °F. After the initial heating, between 170 – 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. Increase material application rate if needed to achieve full coverage. Schedule the work so that, at the end of the day's production, all non-tracking tack is covered with the asphalt mixture. If for some reason the non-tracking tack cannot be covered by an asphalt mixture, ensure the non-tracking tack material is clean and reapply the non-tracking tack prior to placing the asphalt mixture. Do not heat material more than twice in one day.

3.3 Non-tracking Tack Certification. Furnish the tack certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a sample of non-tracking tack be taken from the distributor at a rate of one sample per 15,000 tons of mix. Take two 1 gallon samples of the heated material and forward the sample to the Division of Materials for testing within 7 days. Ensure the product temperature is between 170 and 180 °F at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the non-tracking tack. The Department will consider all such items incidental to the non-tracking tack.
5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. Non-tracking tack will not be permitted for use from October 1<sup>st</sup> to May 15<sup>th</sup>. During this timeframe, the department will allow the use of an approved asphalt emulsion in lieu of a non-tracking tack product but will not adjust the unit bid price of the material. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

Non-Tracking Tack Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Viscosity, SFS, 77 ° F	20 – 100	19 - 102	17 - 18	15 - 16	14	≤13
			103 - 105	106 - 107	108 - 109	≥ 110
Sieve, %	0.30 max.	≤ 0.40	0.41 - 0.50	0.51 - 0.60	0.61 - 0.70	≥ 0.71
Asphalt Residue, %	50 min.	≥49.0	48.5 – 48.9	48.0 – 48.4	47.5-47.9	≤ 47.4
Oil Distillate, %	1.0 max.	≤1.0	1.1-1.5	1.6 - 1.7	1.8-1.9	>2.0
Residue Penetration, 77 ° F.	30 max.	≤ 31	32 - 33	34 - 35	36 - 37	≥ 38
Original Dynamic Shear (G*/sin δ), 82 ° C	1.0 min.	≥0.95	0.92 – 0.94	0.90 – 0.91	0.85 - 0.89	≤ 0.84
Softening Point, ° F	149 min.	≥145	142 - 144	140 - 141	138 - 139	≤ 137
Solubility, %	97.5 min.	≥ 97.0	96.8 – 96.9	96.6 – 96.7	96.4 – 96.5	≤ 96.3

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24970EC	Asphalt Material for Tack Non-Tracking	Ton

Revised: May 23, 2022

## **COORDINATION OF WORK WITH OTHER CONTRACTS**

Be advised, there is a planned resurfacing project adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

## **SPECIAL NOTE FOR DOUBLE ASPHALT SEAL COAT**

Use RS-2 or RS-2C asphalt material that is compatible with the seal aggregate. Apply the first course of asphalt seal coat at the rate of 3.2 lbs/sy of asphalt and 30 lbs/sy of size #78 seal coat aggregate. Apply the second course at 2.8 lbs/sy of asphalt and 20 lbs/sy of size #9M seal coat aggregate. The Engineer may adjust the rate of application as conditions warrant. Use caution in applying liquid asphalt material to avoid over spray getting on curbs, gutter, barrier walls, bridges, guardrail, and other roadway appurtenances.

The Department will not measure any surface preparation required prior to applying the asphalt seal coat, but shall be incidental to “Asphalt Material for Asphalt Seal Coat”.

1-3215 Double Asphalt Seal Coat  
01/02/2012

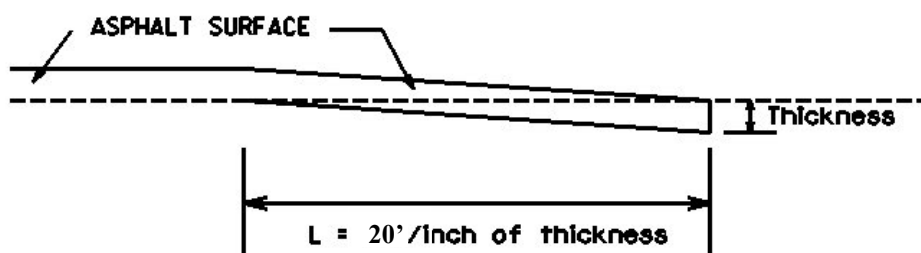


### SPECIAL NOTE FOR EDGE KEY

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Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at intersections with ramps, as applicable. Unless specified in the Contract or directed by the Engineer, do not construct edge keys at intersecting streets, roads, alleys, or entrances. Cut out the existing asphalt surface to the required depth and width shown on the drawing and heel the new surface into the existing surface. The Department will measure the Edge Key at the joint as the width of the pavement perpendicular to the centerline in linear feet. The Department will pay for this work at the Contract unit price per linear foot, which shall be full compensation for all labor, materials, equipment, and incidentals for removal and disposal of the existing asphalt surface required to construct the edge key.

### EDGE KEY



Thickness = 1.5 Inches

L = 30 LF

L = Length of Edge Key

**SPECIAL NOTE FOR  
ASPHALT MILLING AND TEXTURING**

Begin paving operations within **48 hours** 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

### **SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS**

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

1-3725 Typical Section Dimensions  
01/02/2012

## TRAFFIC CONTROL PLAN

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### TRAFFIC CONTROL GENERAL

Except as provided herein, traffic shall be maintained in accordance with the current editions of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Specifications, Supplemental Specifications, and the Standard and Sepia Drawings. Except for the roadway and traffic control bid items listed, all items of work necessary to maintain and control traffic shall be paid at the lump sum bid price to "Maintain and Control Traffic".

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 unless otherwise addressed, when no longer needed.

### PROJECT PHASING & CONSTRUCTION PROCEDURES

At locations with three or more lanes, maintain one lane of traffic in each direction at all times during construction. At locations with two lanes, maintain alternating one-way traffic during construction and provide a minimum clear lane width of 11 feet. At locations with one lane, such as at exit and entrance ramps, a partial lane closure is permitted during construction, as long as a minimum clear lane width of 10 feet is maintained.

NOTE: During any lane closure or partial lane closure, make provisions for the 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 the school bus or emergency vehicle as quickly as possible.

The Department will allow night work on this project. Obtain the Engineer's approval of the method of lighting prior to performing night work.

Unless otherwise approved by the Engineer, no lane closures will be allowed during the following times:

Independence Day	7 am Saturday, July 2, 2022 – 11 pm Monday, July 4, 2022
Labor Day Weekend	3 pm Friday, September 2, 2022 – 8 pm Monday, September 5, 2022
Thanksgiving Holiday	3 pm Wednesday, November 23, 2022 – 8 pm Sunday, November 27, 2022
Christmas Holiday	3 pm Friday, December 23, 2022 – 8 pm Sunday, December 25, 2022
New Year's Day Holiday	7 am Saturday, December 31, 2022 – 8 pm Sunday, January 1, 2023
Easter Weekend	3 pm Friday, April 7, 2023 – 8 pm Sunday, April 9, 2023
Memorial Day Weekend	3 pm Friday, May 26, 2023 – 8 pm Monday, May 29, 2023
Independence Day	7 am Saturday, July 1, 2023 – 11 pm Tuesday, July 4, 2023

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Do NOT erect lane closures during the following days and/or hours:

Monday-Friday

Morning: 7:00 AM – 8:00 AM, daily, when school is in session  
Lunch: 11:00 AM – 1:00 PM, daily  
Afternoon: 3:00 PM – 4:00 PM, daily, when school is in session

“School is in session” is defined as any day when Daviess County Public Schools are in session with students present. NOTE: most school calendars are published online but may change due to certain circumstances. The Contractor and Engineer should work together to determine the dates when school will be and will not be in session.

At the discretion of the Engineer, there may be additional days and hours when lane closures will be allowed.

The Department will provide public notification regarding lane closures. The Contractor shall submit proposed lane closure days and times to the Engineer at least 14 calendar days in advance for approval. Liquidated Damages will be assessed for each hour or fraction of an hour that a lane closure is in place outside of an approved time period. See the Special Notes for Completion Dates & Liquidated Damages for details on the Liquidated Damages amount.

**LANE CLOSURES**

Do not leave lane closures in place during prohibited periods. Except for the partial lane closure on US 60 Ramp B, do not leave lane closures in place during non-working hours, unless otherwise approved by the Engineer. Contrary to Section 112.04.17, long-term lane closures will not be measured for payment, but shall be incidental to Maintain and Control Traffic.

**TEMPORARY SIGNS**

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

**CHANGEABLE MESSAGE SIGNS**

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs approximately one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of

Traffic Control Plan  
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the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign. If the damage or mechanical/electrical failure is identified during active work operations, repair or replace the Changeable Message Sign within 6 hours. If the damage or mechanical/electrical failure is identified when there are no active work operations on the project, repair or replace the Changeable Message Sign within 12 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and/or relocated during the duration of the project. The Department will not measure for payment any replacements for damaged Changeable Message Signs or any changeable message signs the Engineer directs to be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

### **ARROW PANELS**

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

### **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.

### **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

### **THERMOPLASTIC INTERSECTION MARKINGS**

Consider the locations listed on the summary and/or shown on the plan sheets as approximate only. Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After final surfacing

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operations, replace the markings at their approximate existing locations, as shown on the plan sheets, or as directed by the Engineer. Place markings not existing prior to resurfacing as shown on the plan sheets or as directed by the Engineer.

### **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. Wedge the drop-off with DGA or asphalt mixture for leveling and wedging with a 1:1 or flatter slope in daylight hours, or 3:1 or flatter slope during nighttime hours, when work is not active in the drop-off area.

Greater than 4" - Protect drop-offs greater than 4 inches within 10 feet of traffic by placing drums, vertical panels, or barricades every 25 feet. The Engineer will not allow the use of cones in lieu of drums, vertical panels, or barricades for drop-offs greater than 4". Place Type III Barricades directly in front of the drop-off facing oncoming traffic in both directions of travel. Provide warning signs as shown on the Standard Drawings or as directed by the Engineer

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

## USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

### **Application**

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

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

### **CMS should not be used for:**

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



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### **Messages**

Basic principles that are important to providing proper messages and 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:

<b><u>Word</u></b>	<b><u>Abbrev</u></b>	<b><u>Example</u></b>
Access	ACCS	CRASH AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	CRASH 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	CRASH ON AA HWY/ EXPECT DELAYS
Hour	HR	CRASH 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	CRASH 3 MI AHEAD/ USE ALT RTE
Minor	MNR	CRASH 3 MI MNR DELAY
Minutes	MIN	CRASH 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	CRASH 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.)

<u>Word</u>	<u>Abbrev</u>	<u>Example</u>
Street	ST	MAIN ST CLOSED/ USE ALT RTE
Traffic	TRAF	CUM PKWAY TRAF/ DETOUR EXIT 60
Vehicle	VEH	OVRSZ COMM VEH/ USE I275 NEXT RIGHT
Westbound	W-BND	W-BND I64 CLOSED/ DETOUR EXIT 50
Work	WRK	CONST WRK 2MI/ POSSIBLE DELAYS

Certain abbreviations are prone to inviting confusion because another word is abbreviated or could be abbreviated in the same way. DO NOT USE THESE ABBREVIATIONS:

<u>Abbrev</u>	<u>Intended Word</u>	<u>Word Erroneously Given</u>
ACC	Accident	Access (Road)
CLRS	Colors	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.

<u>Reason/Problem</u>	<u>Action</u>
CRASH AHEAD	ALL TRAFFIC EXIT RT
CRASH/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
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

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**Typical Messages** (cont.)

**Reason/Problem**

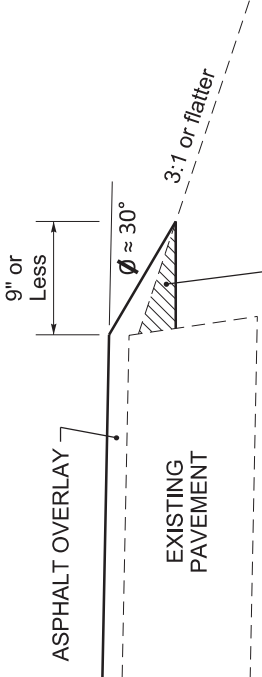
FOG XX MILES  
FREEWAY CLOSED  
FRESH OIL  
HAZMAT SPILL  
ICE  
INCIDENT AHEAD  
LANES (NARROW, SHIFT, MERGE, ETC.)  
LEFT LANE CLOSED  
LEFT LANE NARROWS  
LEFT 2 LANES CLOSED  
LEFT SHOULDER CLOSED  
LOOSE GRAVEL  
MEDIAN WORK XX MILES  
MOVING WORK ZONE, WORKERS IN ROADWAY  
NEXT EXIT CLOSED  
NO OVERSIZED LOADS  
NO PASSING  
NO SHOULDER  
ONE LANE BRIDGE  
PEOPLE CROSSING  
RAMP CLOSED  
RAMP (SLIPPERY, ICE, ETC.)  
RIGHT LANE CLOSED  
RIGHT LANE NARROWS  
RIGHT SHOULDER CLOSED  
ROAD CLOSED  
ROAD CLOSED XX MILES  
ROAD (SLIPPERY, ICE, ETC.)  
ROAD WORK  
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)  
ROAD WORK XX MILES  
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)  
NEW SIGNAL XX MILES  
SLOW 1 (OR 2) - WAY TRAFFIC  
SOFT SHOULDER  
STALLED VEHICLES AHEAD  
TRAFFIC BACKUP  
TRAFFIC SLOWS  
TRUCK CROSSING  
TRUCKS ENTERING  
TOW TRUCK AHEAD  
UNEVEN LANES  
WATER ON ROAD  
WET PAINT  
WORK ZONE XX MILES  
WORKERS AHEAD

**Action**

PASS TO RIGHT  
PREPARE TO STOP  
REDUCE SPEED  
SLOW  
SLOW DOWN  
STAY IN LANE  
STOP AHEAD  
STOP XX MILES  
TUNE RADIO 1610 AM  
USE NN ROAD  
USE CENTER LANE  
USE DETOUR ROUTE  
USE LEFT TURN LANE  
USE NEXT EXIT  
USE RIGHT LANE  
WATCH FOR FLAGGER

DURABLE PAVEMENT EDGE DETAIL

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

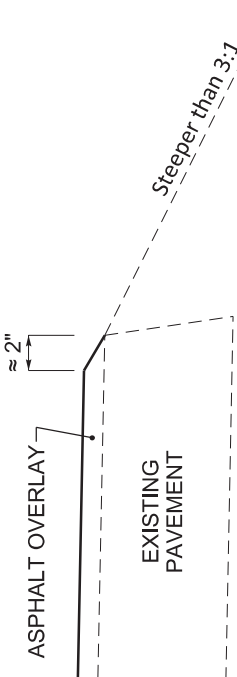


PREPARE SHOULDER ACCORDING TO STANDARD SPECIFICATIONS

EXISTING FILL SLOPE or DITCH FORESLOPE

DURABLE PAVEMENT EDGE DETAIL

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



EXISTING FILL SLOPE or DITCH FORESLOPE

NOTES

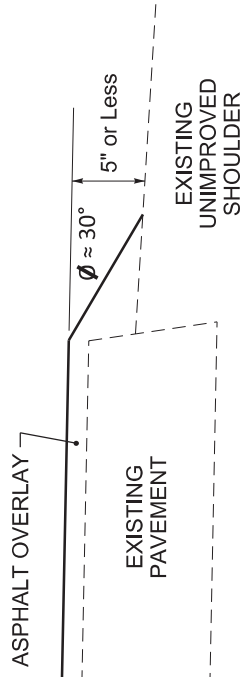
1. DETAILS DO NOT APPLY TO OVERLAYS LESS THAN 1 INCH THICK.
2. THE DURABLE PAVEMENT EDGE DEVICE MAY BE DISENGAGED AT DRIVEWAYS, SIDE STREETS, HIGH SHOULDERS, AND OTHER LOCATIONS NOT FEASIBLE TO CONSTRUCT, AS APPROVED BY THE ENGINEER.

DURABLE PAVEMENT EDGE DETAILS

DRAWING NOT TO SCALE

DURABLE PAVEMENT EDGE DETAIL

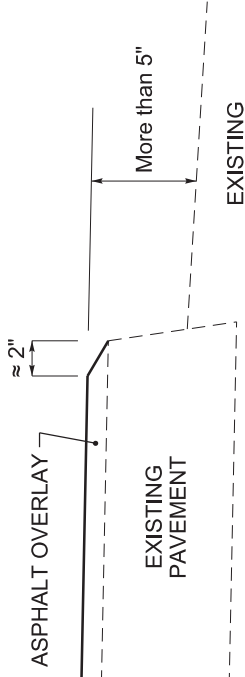
(Resurfacing adjacent to low shoulder with dropoff of 5 inches or less)



EXISTING UNIMPROVED SHOULDER

DURABLE PAVEMENT EDGE DETAIL

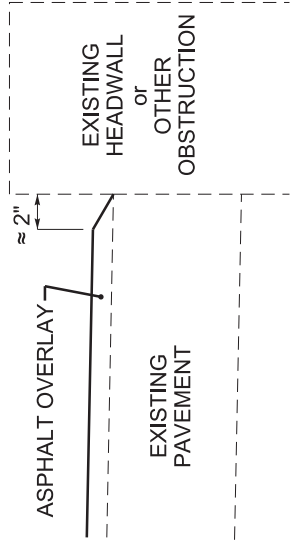
(Resurfacing adjacent to low shoulder with dropoff of more than 5 inches)



EXISTING UNIMPROVED SHOULDER

DURABLE PAVEMENT EDGE DETAIL

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



EXISTING HEADWALL or OTHER OBSTRUCTION

EXISTING PAVEMENT



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

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

**RIGHT OF WAY CERTIFICATION**

<input checked="" type="checkbox"/>	<b>Original</b>	<input type="checkbox"/>	<b>Re-Certification</b>	<b>RIGHT OF WAY CERTIFICATION</b>
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ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
2-9012.10	Daviess	FD52 030 0431 010-012	HSIP 4311 (046)

**PROJECT DESCRIPTION**

Intersection and corridor improvements to reduce conflict points and enhance safety on US 431.

**No Additional Right of Way Required**

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

**Condition # 1 (Additional Right of Way Required and Cleared)**

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

**Condition # 2 (Additional Right of Way Required with Exception)**

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

**Condition # 3 (Additional Right of Way Required with Exception)**

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

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

**Notes/ Comments (Text is limited. Use additional sheet if necessary.)**

LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	Jennifer K Cox
Signature		Signature	2022.05.16
Date		Date	07:25:53 -05'00'
Right of Way Director		FHWA	
Printed Name		Printed Name	No Signature Required
Signature	Digitally signed by Kelly R. Divine Date: 2022.05.17 08:14:17 -05'00'	Signature	as per FHWA-KYTC Current Stewardship Agreement
Date		Date	

## UTILITIES AND RAIL CERTIFICATION NOTE

**Daviess County - HSIP 4311 (046)**  
**FD52 030 0431 010-012**  
**Offset Lefts at US 431 & Fulton and US 60 Ramp B Widening**  
**Item No. 2-9012.10**

### GENERAL PROJECT NOTE ON UTILITY PROTECTION

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

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

**Kenergy/Spectrum/ATT:** Overhead and underground lines run parallel to and cross US 431.

**Atmos:** Gas lines run parallel to US 431 near the r/w on both sides of the roadway. A gas line appears to run along the right of way fence parallel to US 60 Ramp B.

**OMU/RWRA:** Water and sewer lines run parallel to US 431 near the r/w on both sides of the roadway.

**\*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

None.

### 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

None.

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

None.

## UTILITIES AND RAIL CERTIFICATION NOTE

**Daviess County - HSIP 4311 (046)**  
**FD52 030 0431 010-012**  
**Offset Lefts at US 431 & Fulton and US 60 Ramp B Widening**  
**Item No. 2-9012.10**

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

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

**UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG**

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor’s responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation.

The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting non-member facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

### **SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES**

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs.

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.***



## UTILITIES AND RAIL CERTIFICATION NOTE

**Daviess County - HSIP 4311 (046)**  
**FD52 030 0431 010-012**  
**Offset Lefts at US 431 & Fulton and US 60 Ramp B Widening**  
**Item No. 2-9012.10**

### AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
<b>KENERGY</b>	Scott Atherton	3111 Fairview Drive Owensboro, KY 42303 270-316-3736
<b>SPECTRUM</b>	Justin Sturgeon	1900 N. Fares Evansville, IN 47711 812-253-2767
<b>OWENSBORO MUNICIPAL UTILITIES</b>	Austin McClimore	2070 Tamarack Rd Owensboro, KY 42301 270-926-3200
<b>ATMOS ENERGY</b>	Chase Downing	3275 Highland Pointe Dr Owensboro, KY 42303 270-275-4680
<b>REGIONAL WATER RESOURCE AGENCY</b>	Sean O'Bryan	2101 Grimes Ave Owensboro, KY 42303 270-687-8450
<b>AT&amp;T-KENTUCKY</b>	Scott Roche	1340 E John Rowan Blvd Bardstown, KY 40004 502-348-4528

***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.***

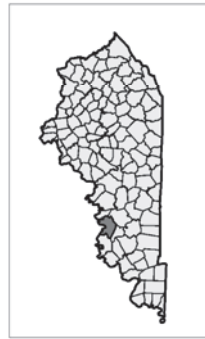
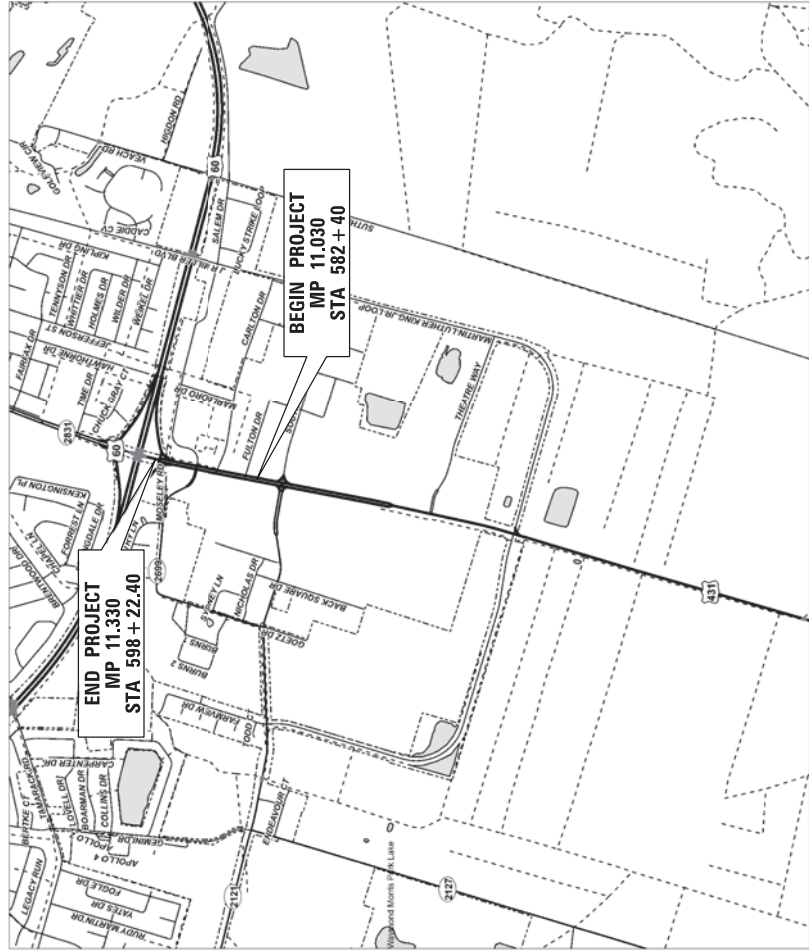
# Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS

COUNTY OF	ITEM NO.
DAVISS	2-9012.10



## DAVISS COUNTY

US 431  
2-9012.10



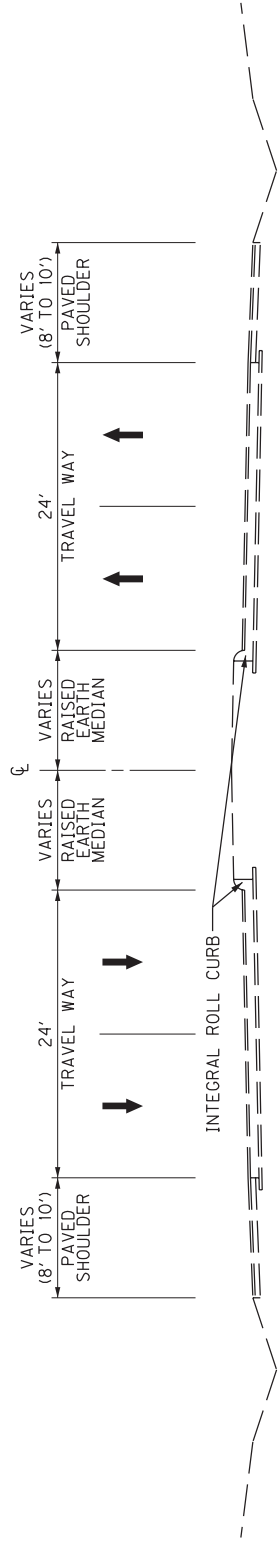
SCALE IN MILES

VICINITY MAP

COUNTY OF	ITEM NO.
DAVISS	2-9012.10

# TYPICAL SECTIONS

## US 431



**US 431  
 EXISTING**

**EXISTING US 431 ESTIMATED TO BE:**

APPROXIMATELY 11.5" OF BASE — [ 3" AGGREGATE, BASE  
 8.5" CONCRETE ]

APPROXIMATELY 2.5" OF SURFACE — [ 2.5" ASPHALT ]

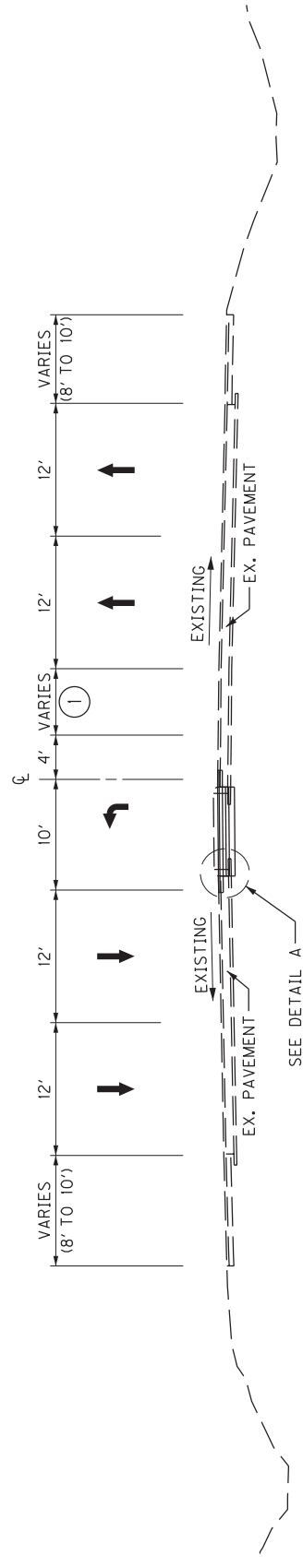
TYPICAL SECTIONS

N. T. S.

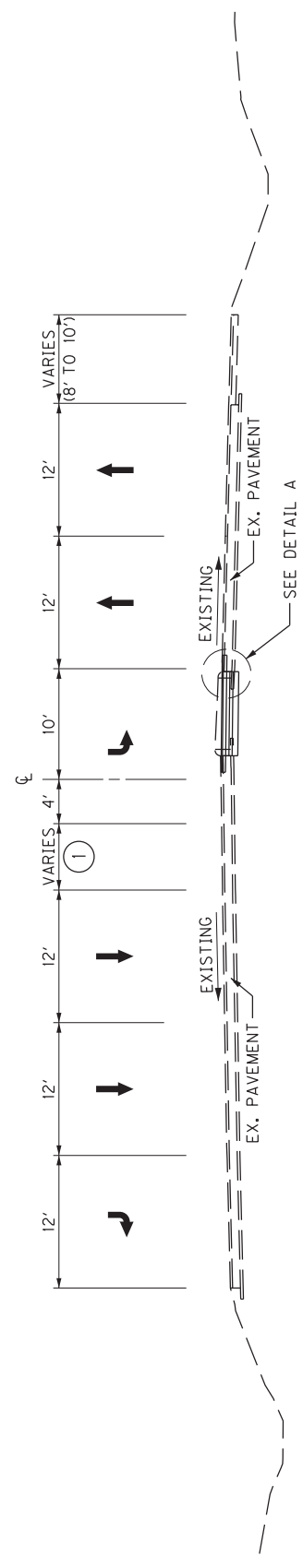
COUNTY OF	ITEM NO.
DAVISS	2-9012.10

# TYPICAL SECTIONS

## US 431



**US 431  
 NORTHBOUND OFFSET LEFT**



**US 431  
 SOUTHBOUND OFFSET LEFT**

**GENERAL NOTES**

- ① VARIABLE WIDTH CHEVRON OFFSET. SEE PLANS.

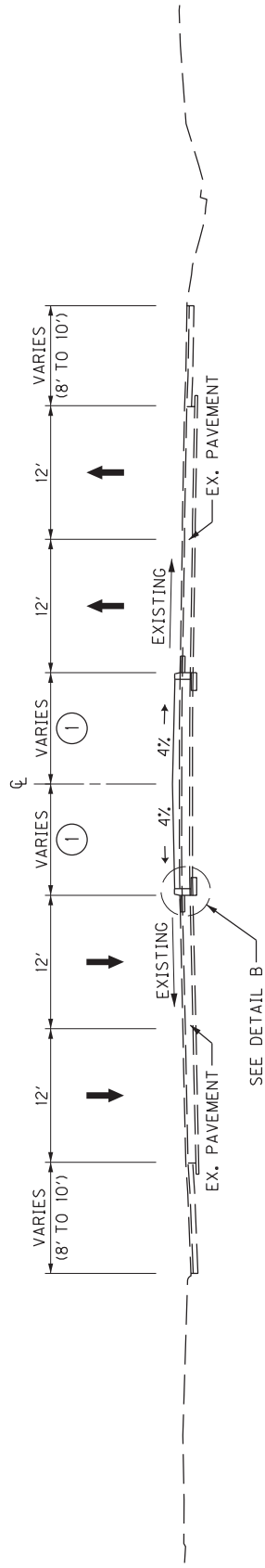
TYPICAL SECTIONS

N. T. S.

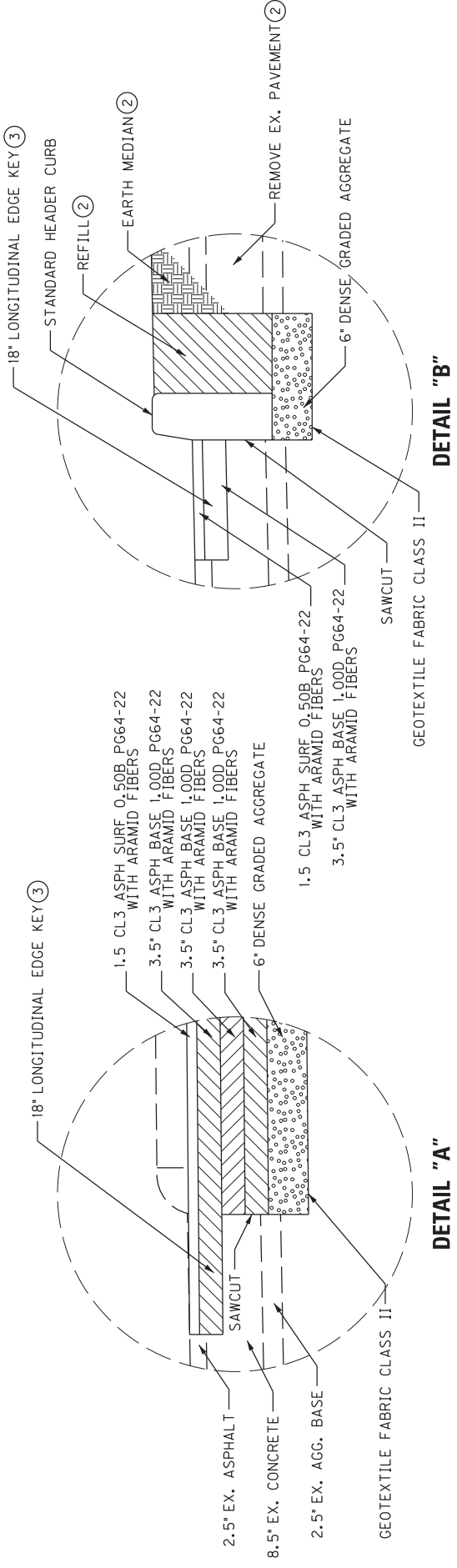
COUNTY OF	ITEM NO.
DAVISS	2-9012.10

# TYPICAL SECTIONS

## US 431



### US 431 RAISED MEDIAN



#### GENERAL NOTES

- (1) VARIABLE WIDTH RAISED MEDIAN. SEE PLANS.
- (2) INCIDENTAL TO ROADWAY EXCAVATION
- (3) ASPHALT DEPTH MAY BE REDUCED TO MATCH SITE CONDITIONS AT ENGINEERS DISCRETION.

TYPICAL SECTIONS

N. T. S.

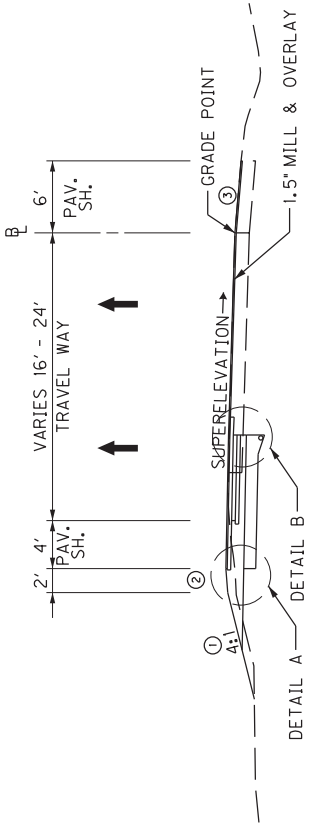
COUNTY OF	DAVISS
ITEM NO.	2-9012.10

# EXISTING US 60 RAMPS ESTIMATED TO BE: TYPICAL SECTIONS

## US 60 RAMP B

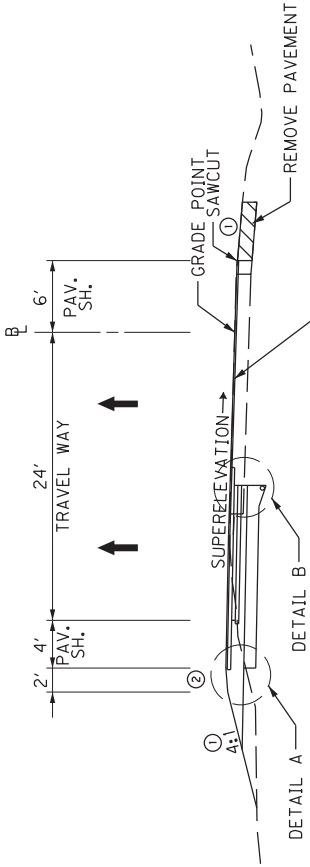
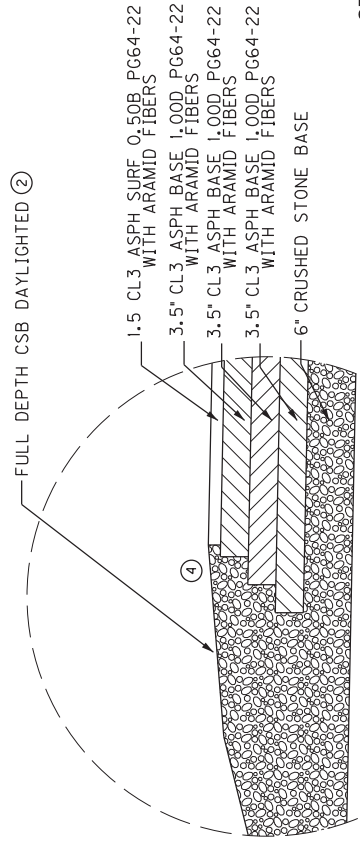
APPROXIMATELY 12" OF BASE [ 3" AGGREGATE BASE  
9" CONCRETE

APPROXIMATELY 2.5" OF SURFACE [ 2.5" ASPHALT



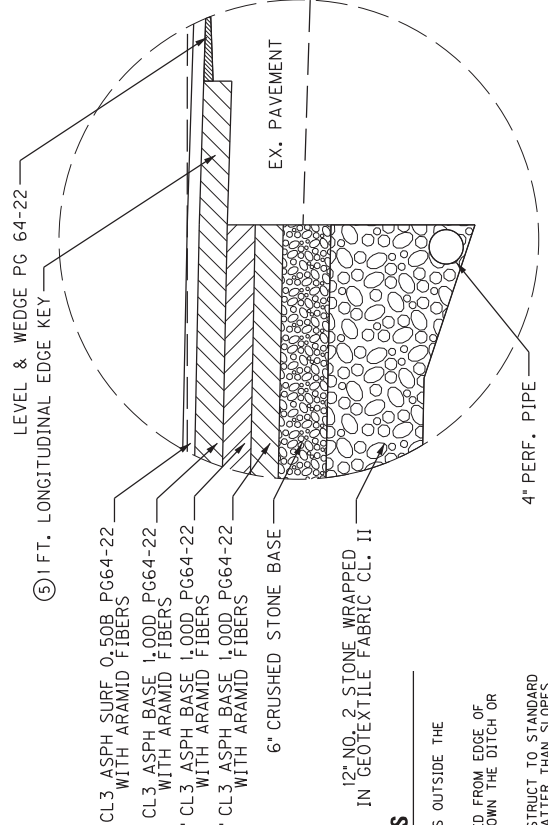
### RAMP B RAMP WIDENING STA. 43+81 TO STA. 48+09

FULL DEPTH CSB DAYLIGHTED (2)



### RAMP B RAMP WIDENING STA. 48+09 TO STA. 49+67

LEVEL & WEDGE PG 64-22  
(5) 1 FT. LONGITUDINAL EDGE KEY



#### GENERAL NOTES

- SEE CROSS SECTIONS FOR SLOPES OUTSIDE THE LIMITS OF THE SHOULDER.
- ASPHALT SEAL (2 COATS) REQUIRED FROM EDGE OF SHOULDER TO A POINT 2 FEET DOWN THE DITCH OR FILL SLOPE.
- SUPERELEVATED SHOULDERS. CONSTRUCT TO STANDARD SUPERELEVATION EXCEPT NOT FLATTER THAN SLOPES INDICATED FOR NORMAL SHOULDER SLOPES (4% MIN.).
- STEP ALL ASPHALT LIFTS OUT A DISTANCE EQUAL TO THE THICKNESS OF THE LIFT ABOVE.
- DEPTH MAY BE REDUCED TO MATCH SITE CONDITIONS AT ENGINEERS DISCRETION.

#### US 60 RAMP B NEW CONSTRUCTION:

APPROXIMATELY 16.5" OF BASE [ 12" CRUSHED AGGREGATE SIZE NO. 2 WRAPPED IN GEOTEXTILE FABRIC  
6" CRUSHED STONE BASE  
3.5" CL3 ASPH BASE 1,000 PG 64-22 WITH ARAMID FIBERS  
3.5" CL3 ASPH BASE 1,000 PG 64-22 WITH ARAMID FIBERS  
3.5" CL3 ASPH BASE 1,000 PG 64-22 WITH ARAMID FIBERS

APPROXIMATELY 1.5" OF SURFACE [ 1.5" CL3 ASPH SURF 0.5B PG 64-22 WITH ARAMID FIBERS

TYPICAL SECTIONS

N. T. S.

COUNTY OF	ITEM NO.
DAVIESS	2-90(2, 10

**GENERAL SUMMARY**

ITEM	DESCRIPTION	UNIT	US 431	US 60 RAMP B	TOTAL PROJECT
1015	INSPECT & CERTIFY EDGE DRAIN	LS		1	1
1875	STANDARD HEADER CURB	LF	445		445
1890	ISLAND HEADER CURB TYPE 1	LF	13		13
1921	STANDARD BARRIER MEDIAN TYPE 4	SOYD	25		25
2091	REMOVE PAVEMENT	SOYD	243	521	764
2159	TEMP. DITCH	LF	388	293	681
2160	CLEAN TEMP. DITCH	LF	194	147	341
2200	ROADWAY EXCAVATION	CUYD	255	704	959
2242	WATER FOR DUST CONTROL ②	MGAL	7.34	5.55	12.89
2562	TEMP. SIGNS	SOFT	470	165	635
2569	DEMOBILIZATION	LS		1	1
2585	EDGE KEY	LF		26	26
2603	FABRIC - GEOTEXTILE CLASS 2	SOYD	351	1,887	2,238
2650	MAINTAIN & CONTROL TRAFFIC	LS			
2671	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	2	1	3
2696	SHOULDER RUMBLE STRIPS	LF		1,212	1,212
2701	TEMP. SILT FENCE	LF	388	293	681
2703	SILT TRAP A	EACH	1	1	2
2704	SILT TRAP B	EACH	1	1	2
2705	SILT TRAP C	EACH	1	1	2
2706	CLEAN SILT TRAP A	EACH	1	1	2
2707	CLEAN SILT TRAP B	EACH	1	1	2
2708	CLEAN SILT TRAP C	EACH	1	1	2
2726	STAKING	LS			
2775	ARROW PANEL	EACH	1	1	1
4740	POLE BASE	EACH		1	1
4780	FUSED CONNECTOR KIT	EACH		2	2
4795	CONDUIT 2 INCH	LF		75	75
4820	TRENCHING AND BACKFILLING	LF		75	75
4844	CABLE - NO. 14/5 C	LF	800	120	920
4881	MAST ARM POLE	EACH		1	1
4942	REMOVE, STORE, AND REINSTALL POLE	EACH		1	1
5950	EROSION CONTROL BLANKET ③	SOYD		250	250
5952	TEMP. MULCH	SOYD	2,597	2,075	4,672
5953	TEMP. SEEDING & PROTECTION	SOYD	1,938	1,549	3,487
5964	MAINTENANCE FERTILIZER	TONS	0.2	0.2	0.4
5985	SEEDING & PROTECTION	SOYD	3,877	3,098	6,975
5992	AGRICULTURAL LIMESTONE	TONS	2.4	1.9	4.3
6404	FLEXIBLE DELINEATOR POST-M/Y	EACH		12	12
6406	SBM ALUM SHEET SIGNS .080 IN	SOFT	13		13
6410	STEEL POST TYPE 1	LF	12		12
6510	PAVE STRIPING - TEMP PAINT - 4IN	LF	2,254	1,604	3,858
6542	PAVE STRIPING - THERMO - 6IN W	LF	547	1,037	1,584
6543	PAVE STRIPING - THERMO - 6IN Y	LF	1,707	567	2,274
6568	PAVE MARKING - THERMO STOP BAR - 24IN	LF	54	38	92
6569	PAVE MARKING - THERMO CROSS-HATCH	SOFT	95		95
6574	PAVE MARKING - THERMO CURV ARROW	EACH	7	4	11
6576	PAVE MARKING - THERMO ONLY	EACH		2	2
20099ES842	TEMP PAINT STOP BARS	LF	54	38	92

**GENERAL SUMMARY**

ITEM	DESCRIPTION	UNIT	US 431	US 60 RAMP B	TOTAL PROJECT
2010DES842	TEMP PAINT ARROWS	EACH	7	4	11
2018NS835	INSTALL LED SIGNAL - 3 SECTION	EACH	8	2	10
2026ES835	INSTALL LED SIGNAL - 4 SECTION	EACH	2		2
20430ED	SAWCUT	LF	1,192	411	1,603
21543EN	BORE AND JACK CONDUIT	LF		75	75
21134ND	REMOVE-STORE AND REINSTALL SIGN	EACH	3	3	3
21289ED	LONGITUDINAL EDGE KEY	LF	1,192	587	1,779
23157EN	TRAFFIC SIGNAL POLE BASE	CUYD		1.6	1.6
23608EC	YELLOW PAINT FOR MEDIAN NOSE ①	SOFT	24		24
24631EC	BARCODE SIGN INVENTORY	EACH	2	2	2
24679ED	PAVE MARKING - THERMO CHEVRON	SOFT	215		215
24955ED	REMOVE SIGNAL EQUIPMENT (FULTON DRIVE AT US431)	EACH	1		1
24955ED	REMOVE SIGNAL EQUIPMENT (US 60 BYPASS AT US 431)	EACH		1	1
26169EC	INSTALL MAST ARM DAMPENER	EACH		1	1

**NOTES**

- ① TO BE APPLIED TO STANDARD BARRIER MEDIAN TYP. 4
- ② FOR DUST CONTROL CAUSED BY TRAFFIC. ESTIMATED AT 50 MGAL/MILE.
- ③ 250 SOYD OF EROSION CONTROL BLANKET FOR BIDDING. PLACEMENT TO BE DETERMINED BY THE ENGINEER.

EARTHWORK VOLUMES	
959 CU YD COMMON	
959 CU YD TOTAL EXC	
179 CU YD EMBANKMENT	
40 CU YD REFILL	
219 CU YD TOTAL EMB	
FOR BIDDING	
959 CU YD ROADWAY EXC TOTAL	

ASSUMPTIONS FOR SHRINKAGE AND SWELL FACTORS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

**GENERAL SUMMARY**

COUNTY OF	ITEM NO.
DAVISS	2-9012.10

**PIPE DRAINAGE SUMMARY**

ITEM CODE	DESIGN PH LEVEL	SKEW	CULVERT PIPE 15 IN	REMOVE PIPE	SLOPED & MITERED HEADWALL	REMARKS
461			461	1310	26130ED	
<b>UNIT TO BID</b>						
			LF	LF	LF	
STA. 48+31	M	0°	32	8	2	
<b>TOTAL PROJECT</b>						
			32	8	2	

**PERFORATED PIPE DRAINAGE SUMMARY**

MILEPOST OR STATIONS	PERF. PIPE 4 INCH	NON-PERF. PIPE 4 INCH	PERF. PIPE HDWL. TY. 3
<b>ITEM CODE</b>	1000	1010	1028
<b>UNIT TO BID ON</b>			
L.T. STA. 43+81 TO STA. 49+00	519		
L.T. STA. 49+00		35	1
L.T. STA. 49+00			



COUNTY OF	ITEM NO.
DAVISS	2-9012.10

## US 431 & FULTON DRIVE

### REMOVE EXISTING SIGNAL HEADS

#### SIGNAL HEADS FOR NB US 431

DESCRIPTION	EA	LOCATION
EX. 3 SECTION	1	REMOVE EX. SIGNALS
EX. 5 SECTION	1	REMOVE EX. SIGNALS

#### SIGNAL HEADS FOR SB US 431

DESCRIPTION	EA	LOCATION
EX. 3 SECTION	2	REMOVE EX. SIGNALS
EX. 5 SECTION	1	REMOVE EX. SIGNALS

#### SIGNAL HEADS FOR EB FULTON DR

DESCRIPTION	EA	LOCATION
EX. 3 SECTION	2	REMOVE EX. SIGNALS

#### SIGNAL HEADS FOR WB FULTON DR

DESCRIPTION	EA	LOCATION
EX. 3 SECTION	2	REMOVE EX. SIGNALS

ALIGN SIGNAL HEADS WITH EXISTING MESSENGER WIRES AND DRIVING LANES AS DIRECTED BY THE ENGINEER.

NOTE: THESE NUMBERS ARE FOR ESTIMATE PURPOSES ONLY. FINAL LOCATIONS AND QUANTITIES WILL BE DETERMINED BY THE ENGINEER IN THE FIELD.

ALL QUANTITIES CARRIED OVER TO THE GENERAL SUMMARY.

### NEW SIGNAL HEADS

#### SIGNAL HEADS FOR NB US 431

DESCRIPTION	RED BALL	RED ARROW	YELLOW BALL	YELLOW ARROW	GREEN BALL	GREEN ARROW
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
4 SECTION W/ REFLECTIVE BACKPLATE		1		2		1
<b>TOTALS</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>

#### SIGNAL HEADS FOR SB US 431

DESCRIPTION	RED BALL	RED ARROW	YELLOW BALL	YELLOW ARROW	GREEN BALL	GREEN ARROW
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
4 SECTION W/ REFLECTIVE BACKPLATE		1		2		1
<b>TOTALS</b>	<b>2</b>	<b>1</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>1</b>

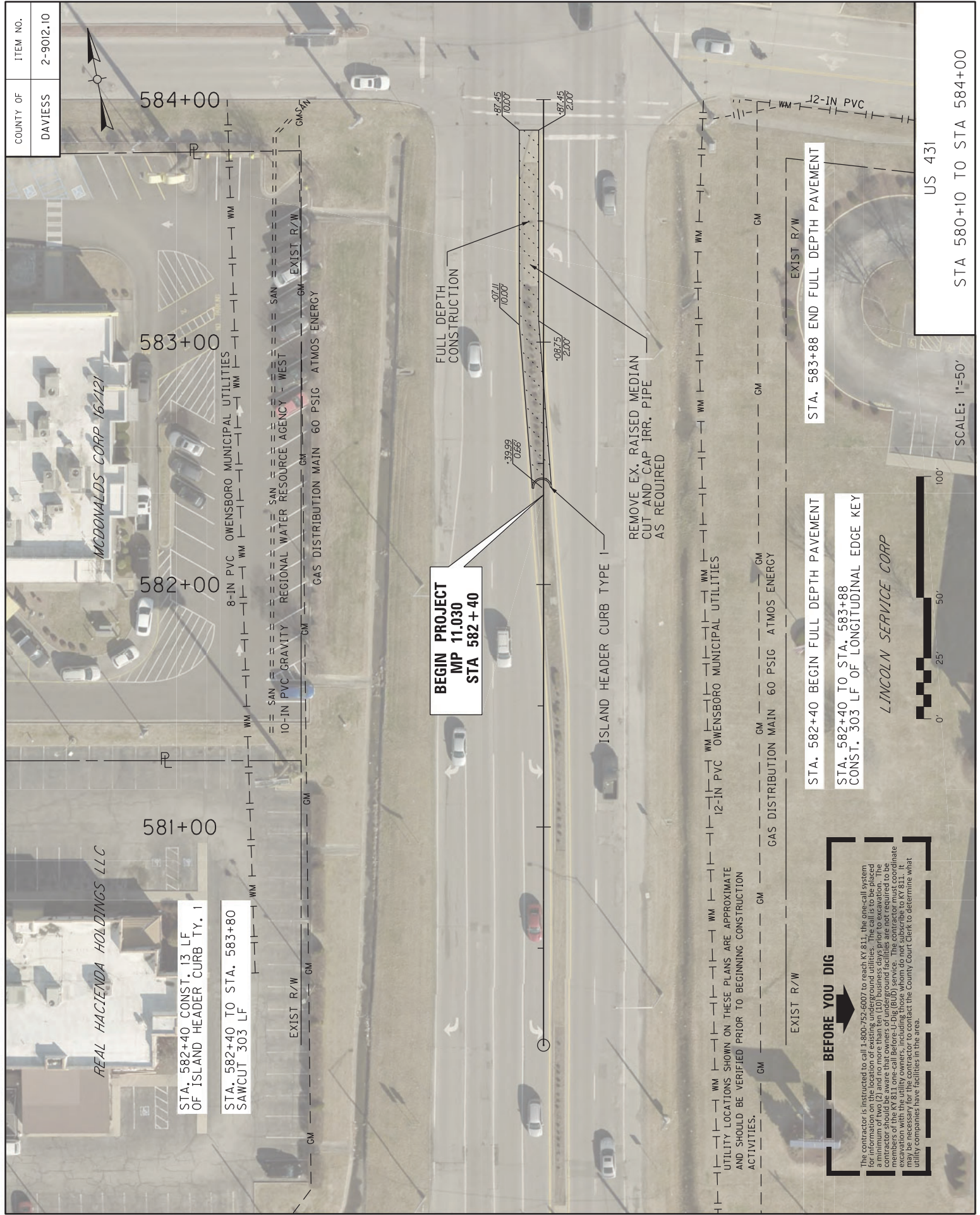
#### SIGNAL HEADS FOR EB FULTON DR

DESCRIPTION	RED BALL	RED ARROW	YELLOW BALL	YELLOW ARROW	GREEN BALL	GREEN ARROW
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
<b>TOTALS</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>

#### SIGNAL HEADS FOR WB FULTON DR

DESCRIPTION	RED BALL	RED ARROW	YELLOW BALL	YELLOW ARROW	GREEN BALL	GREEN ARROW
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
3 SECTION W/ REFLECTIVE BACKPLATE	1		1		1	
<b>TOTALS</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>0</b>

US 431 & FULTON DRIVE  
SIGNAL HEAD SUMMARY



COUNTY OF	ITEM NO.
DAVISS	2-9012.10

**BEGIN PROJECT**  
MP 11.030  
STA 582 + 40

STA. 582+40 CONST. 13 LF OF ISLAND HEADER CURB TY. 1

STA. 582+40 TO STA. 583+80 SAWCUT 303 LF

STA. 582+40 BEGIN FULL DEPTH PAVEMENT

STA. 582+40 TO STA. 583+88 CONST. 303 LF OF LONGITUDINAL EDGE KEY

STA. 583+88 END FULL DEPTH PAVEMENT

**BEFORE YOU DIG**

The contractor is instructed to call 1-800-752-6007 to reach KY 811, the one-call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that owners of underground facilities are not required to be excavated with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

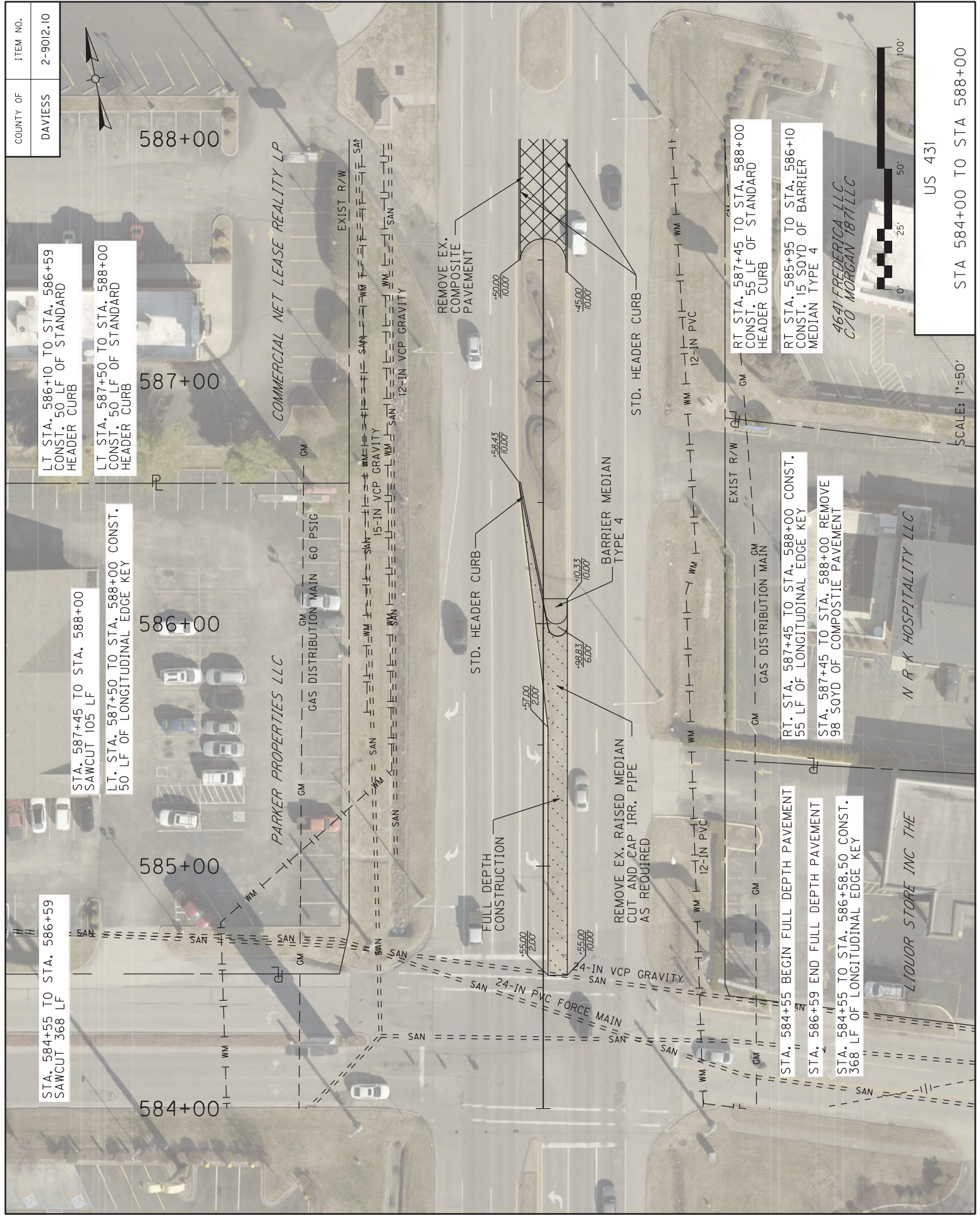


US 431  
STA 580+10 TO STA 584+00

SCALE: 1"=50'

LINCOLN SERVICE CORP





COUNTY OF	DAVISS
ITEM NO.	2-9012.10

LT STA. 586+10 TO STA. 586+59  
CONST. 50 LF OF STANDARD  
HEADER CURB

LT STA. 587+50 TO STA. 588+00  
CONST. 50 LF OF STANDARD  
HEADER CURB

STA. 587+45 TO STA. 588+00  
SAWCUT 105 LF

LT. STA. 587+50 TO STA. 588+00 CONST.  
50 LF OF LONGITUDINAL EDGE KEY

STA. 584+55 TO STA. 586+59  
SAWCUT 368 LF

STA. 584+55 BEGIN FULL DEPTH PAVEMENT

STA. 586+59 END FULL DEPTH PAVEMENT

STA. 584+55 TO STA. 586+59 CONST.  
368 LF OF LONGITUDINAL EDGE KEY

RT. STA. 587+45 TO STA. 588+00 CONST.  
55 LF OF LONGITUDINAL EDGE KEY

STA. 587+45 TO STA. 588+00 REMOVE  
98 SOYD OF COMPOSITE PAVEMENT

RT STA. 587+45 TO STA. 588+00  
CONST. 55 LF OF STANDARD  
HEADER CURB

RT STA. 585+95 TO STA. 586+10  
CONST. 15 SOYD OF BARRIER  
MEDIAN TYPE 4

4641 FREDERICA LLC  
C/O MORGAN 1871 LLC



US 431

STA 584+00 TO STA 588+00

SCALE: 1"=50'

N R K HOSPITALITY LLC

LIQUOR STORE INC THE

COMMERCIAL NET LEASE REALTY LP

PARKER PROPERTIES LLC

EXIST R/W

12-IN VCP GRAVITY

15-IN VCP GRAVITY

24-IN VCP GRAVITY

24-IN PVC FORCE MAIN

60 PSIG GAS DISTRIBUTION MAIN

REMOVE EX. COMPOSITE PAVEMENT

STD. HEADER CURB

BARRIER MEDIAN TYPE 4

REMOVE EX. RAISED MEDIAN CUT AND CAP IRR. PIPE AS REQUIRED

STD. HEADER CURB

12-IN PVC

EXIST R/W

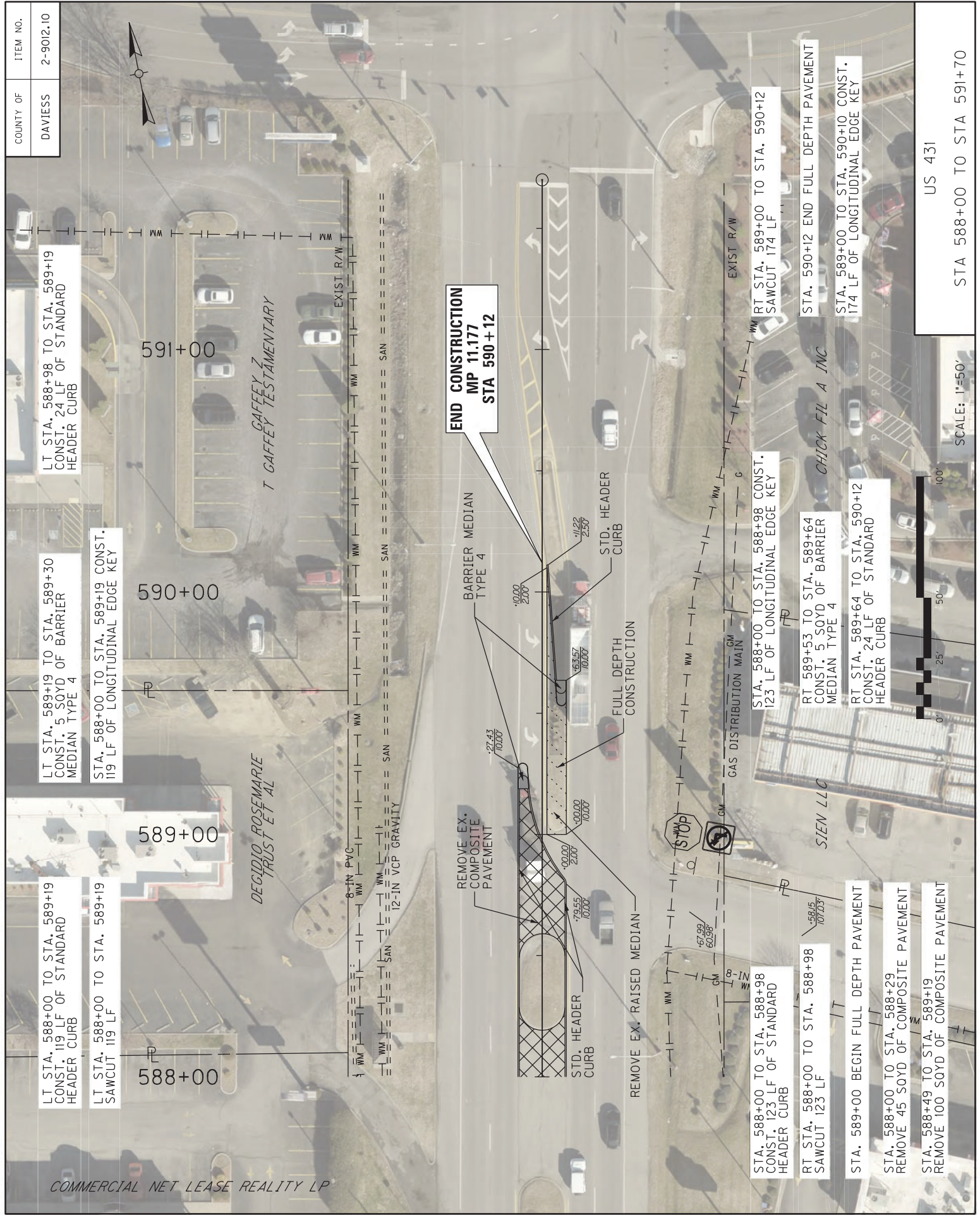
GM GAS DISTRIBUTION MAIN

GM

GM

GM





COUNTY OF	DAVISS
ITEM NO.	2-9012.10

LT STA. 588+98 TO STA. 589+19  
CONST. 24 LF OF STANDARD  
HEADER CURB

LT STA. 589+19 TO STA. 589+30  
CONST. 5 SOYD OF BARRIER  
MEDIAN TYPE 4

STA. 588+00 TO STA. 589+19 CONST.  
119 LF OF LONGITUDINAL EDGE KEY

LT STA. 588+00 TO STA. 589+19  
CONST. 119 LF OF STANDARD  
HEADER CURB

LT STA. 588+00 TO STA. 589+19  
SAWCUT 119 LF

RT STA. 589+00 TO STA. 588+98 CONST.  
123 LF OF LONGITUDINAL EDGE KEY

RT 589+53 TO STA. 589+64  
CONST. 5 SOYD OF BARRIER  
MEDIAN TYPE 4

RT STA. 589+64 TO STA. 590+12  
CONST. 24 LF OF STANDARD  
HEADER CURB

RT STA. 588+00 TO STA. 588+98  
SAWCUT 174 LF

STA. 590+12 END FULL DEPTH PAVEMENT

STA. 589+00 TO STA. 590+10 CONST.  
174 LF OF LONGITUDINAL EDGE KEY

STA. 588+00 TO STA. 588+98  
CONST. 123 LF OF STANDARD  
HEADER CURB

RT STA. 588+00 TO STA. 588+98  
SAWCUT 123 LF

STA. 589+00 BEGIN FULL DEPTH PAVEMENT

STA. 588+00 TO STA. 588+29  
REMOVE 45 SOYD OF COMPOSITE PAVEMENT

STA. 588+49 TO STA. 589+19  
REMOVE 100 SOYD OF COMPOSITE PAVEMENT

**END CONSTRUCTION**  
MP 11.177  
STA 590+12

US 431  
STA 588+00 TO STA 591+70

SCALE: 1"=50'

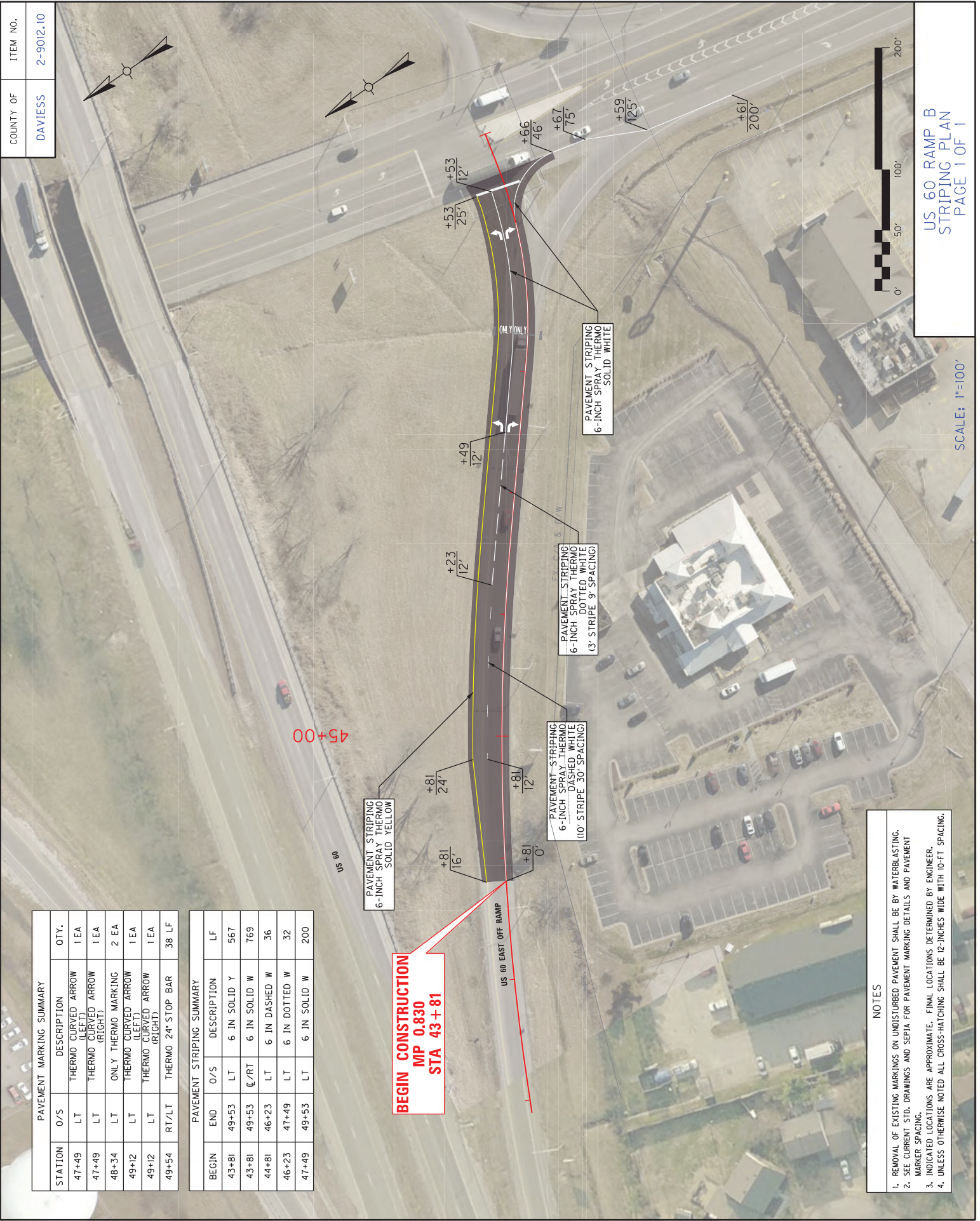
COMMERCIAL NET LEASE REALITY LP







COUNTY OF	DAVISS
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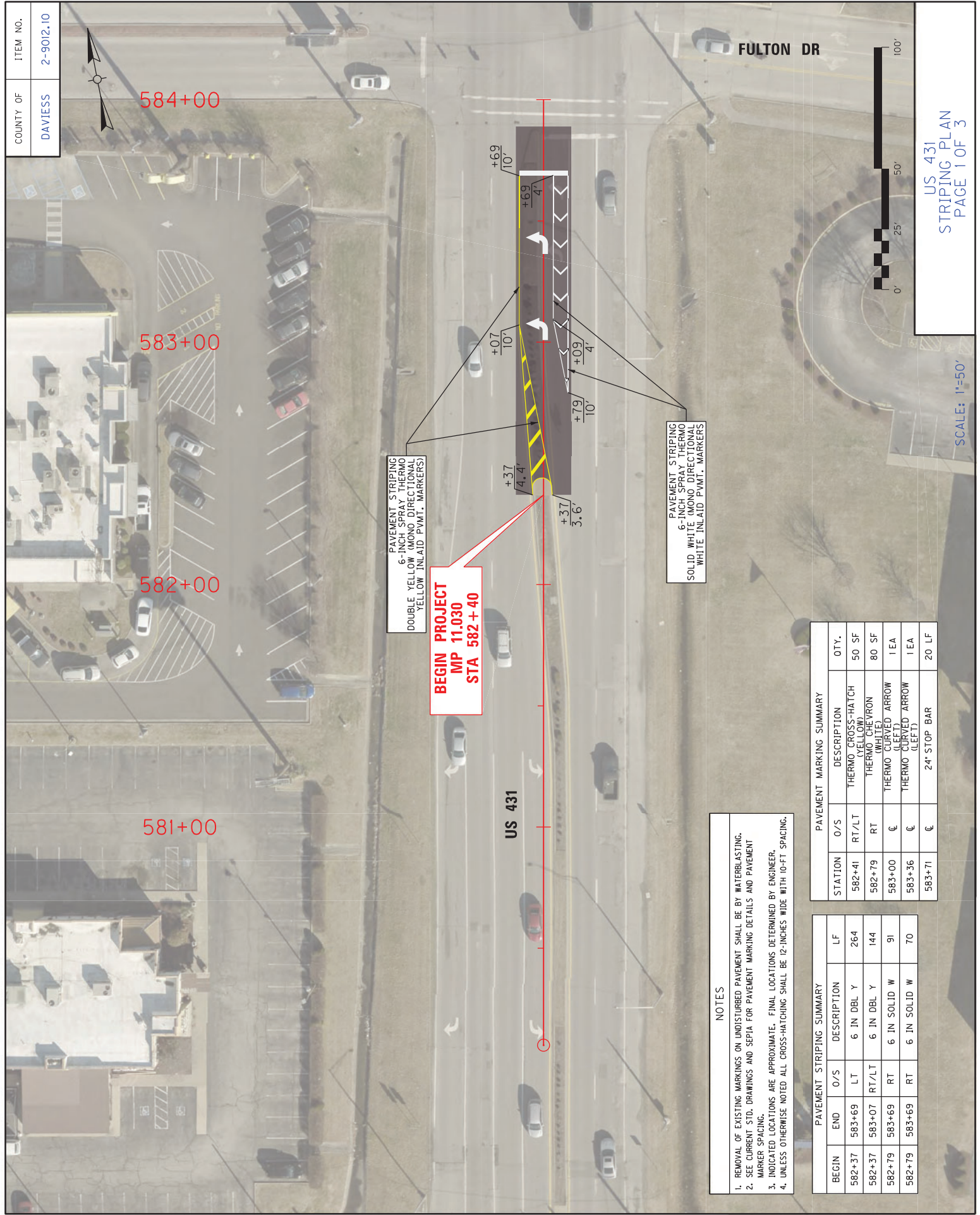
PAVEMENT MARKING SUMMARY			
STATION	O/S	DESCRIPTION	QTY.
47+49	LT	THERMO CURVED ARROW	1 EA
47+49	LT	THERMO CURVED ARROW (LEFT) (RIGHT)	1 EA
48+34	LT	ONLY THERMO MARKING	2 EA
49+12	LT	THERMO CURVED ARROW (LEFT)	1 EA
49+12	LT	THERMO CURVED ARROW (RIGHT)	1 EA
49+54	RT/LT	THERMO 24" STOP BAR	38 LF

PAVEMENT STRIPING SUMMARY				
BEGIN	END	O/S	DESCRIPTION	LF
43+81	49+53	LT	6 IN SOLID Y	567
43+81	49+53	CL/RT	6 IN SOLID W	769
44+81	46+23	LT	6 IN DASHED W	36
46+23	47+49	LT	6 IN DOTTED W	32
47+49	49+53	LT	6 IN SOLID W	200

- NOTES
1. REMOVAL OF EXISTING MARKINGS ON UNDISTURBED PAVEMENT SHALL BE BY WATERBLASTING.
  2. SEE CURRENT STD. DRAWINGS AND SEPIA FOR PAVEMENT MARKING DETAILS AND PAVEMENT MARKER SPACING.
  3. INDICATED LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS DETERMINED BY ENGINEER.
  4. UNLESS OTHERWISE NOTED ALL CROSS-HATCHING SHALL BE 12-INCHES WIDE WITH 10-FT SPACING.

US 60 RAMP B  
STRIPING PLAN  
PAGE 1 OF 1  
SCALE: 1"=100'





COUNTY OF	DAVISS
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US 431  
STRIPING PLAN  
PAGE 1 OF 3

SCALE: 1"=50'

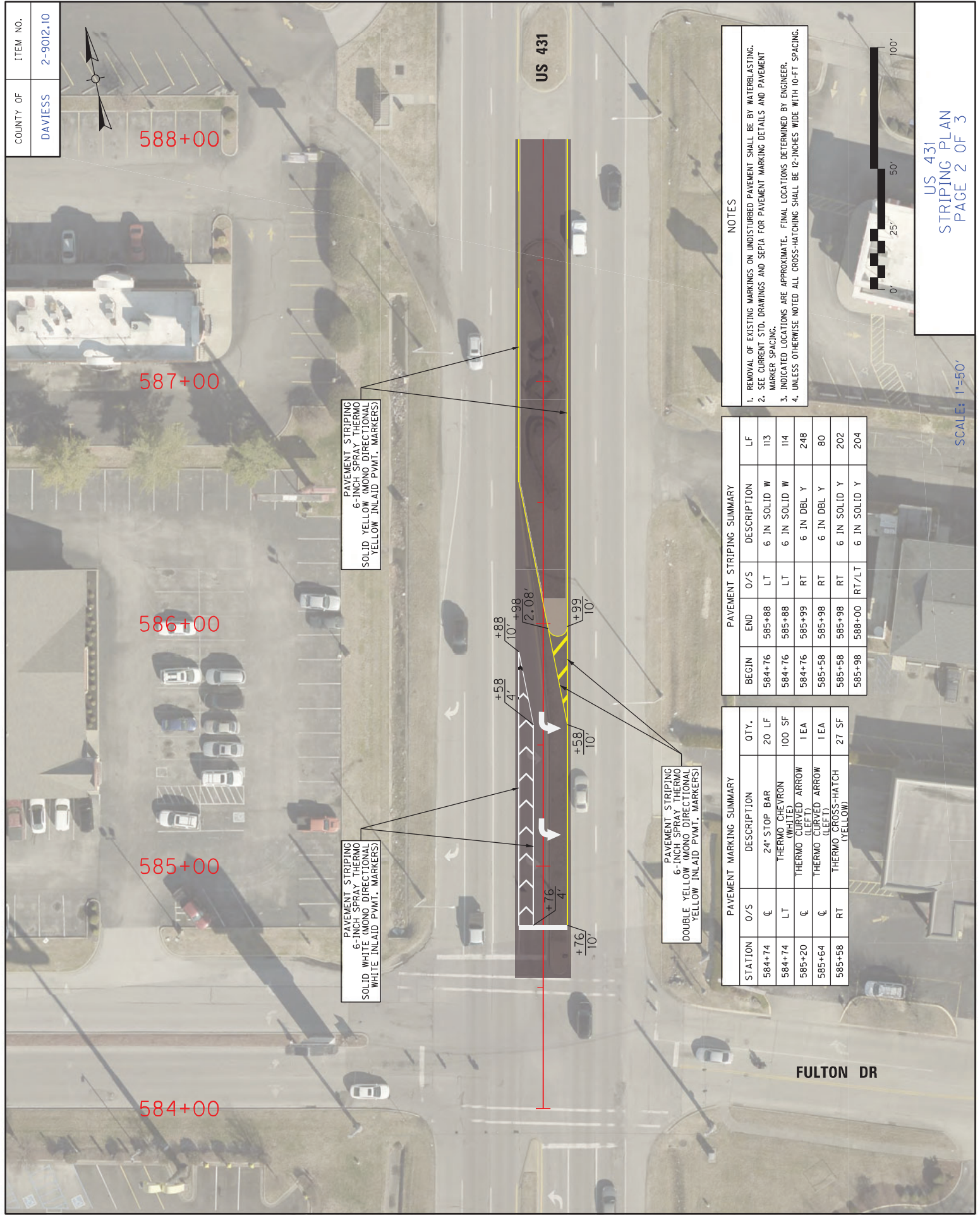
- NOTES**
1. REMOVAL OF EXISTING MARKINGS ON UNDISTURBED PAVEMENT SHALL BE BY WATERBLASTING.
  2. SEE CURRENT STD. DRAWINGS AND SEPIA FOR PAVEMENT MARKING DETAILS AND PAVEMENT MARKER SPACING.
  3. INDICATED LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS DETERMINED BY ENGINEER.
  4. UNLESS OTHERWISE NOTED ALL CROSS-HATCHING SHALL BE 12-INCHES WIDE WITH 10-FT SPACING.

PAVEMENT STRIPING SUMMARY				
BEGIN	END	O/S	LF	
582+37	583+69	LT	6 IN DBL Y	264
582+37	583+07	RT/LT	6 IN DBL Y	144
582+79	583+69	RT	6 IN SOLID W	91
582+79	583+69	RT	6 IN SOLID W	70

PAVEMENT MARKING SUMMARY			
STATION	O/S	DESCRIPTION	QTY.
582+41	RT/LT	THERMO CROSS-HATCH (YELLOW)	50 SF
582+79	RT	THERMO CHEVRON (WHITE)	80 SF
583+00	℄	THERMO CURVED ARROW (LEFT)	1 EA
583+36	℄	THERMO CURVED ARROW (LEFT)	1 EA
583+71	℄	24" STOP BAR	20 LF





COUNTY OF	DAVISS
ITEM NO.	2-90(2, 10)



588+00

587+00

586+00

585+00

584+00

US 431

PAVEMENT STRIPING  
6-INCH SPRAY THERMO  
SOLID YELLOW (MONO DIRECTIONAL  
YELLOW INLAID PVMT. MARKERS)

PAVEMENT STRIPING  
6-INCH SPRAY THERMO  
SOLID WHITE (MONO DIRECTIONAL  
WHITE INLAID PVMT. MARKERS)

PAVEMENT STRIPING  
6-INCH SPRAY THERMO  
DOUBLE YELLOW (MONO DIRECTIONAL  
YELLOW INLAID PVMT. MARKERS)

- NOTES
1. REMOVAL OF EXISTING MARKINGS ON UNDISTURBED PAVEMENT SHALL BE BY WATERBLASTING.
  2. SEE CURRENT STD. DRAWINGS AND SEPIA FOR PAVEMENT MARKING DETAILS AND PAVEMENT MARKER SPACING.
  3. INDICATED LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS DETERMINED BY ENGINEER.
  4. UNLESS OTHERWISE NOTED ALL CROSS-HATCHING SHALL BE 12-INCHES WIDE WITH 10-FT SPACING.

PAVEMENT STRIPING SUMMARY					
BEGIN	END	O/S	DESCRIPTION	LF	
584+76	585+88	LT	6 IN SOLID W	113	
584+76	585+88	LT	6 IN SOLID W	114	
584+76	585+99	RT	6 IN DBL Y	248	
585+58	585+98	RT	6 IN DBL Y	80	
585+58	585+98	RT	6 IN SOLID Y	202	
585+98	588+00	RT/LT	6 IN SOLID Y	204	

PAVEMENT MARKING SUMMARY			
STATION	O/S	DESCRIPTION	QTY.
584+74	℄	24" STOP BAR	20 LF
584+74	LT	THERMO CHEVRON (WHITE)	100 SF
585+20	℄	THERMO CURVED ARROW (LEFT)	1 EA
585+64	℄	THERMO CURVED ARROW (LEFT)	1 EA
585+58	RT	THERMO CROSS-HATCH (YELLOW)	27 SF

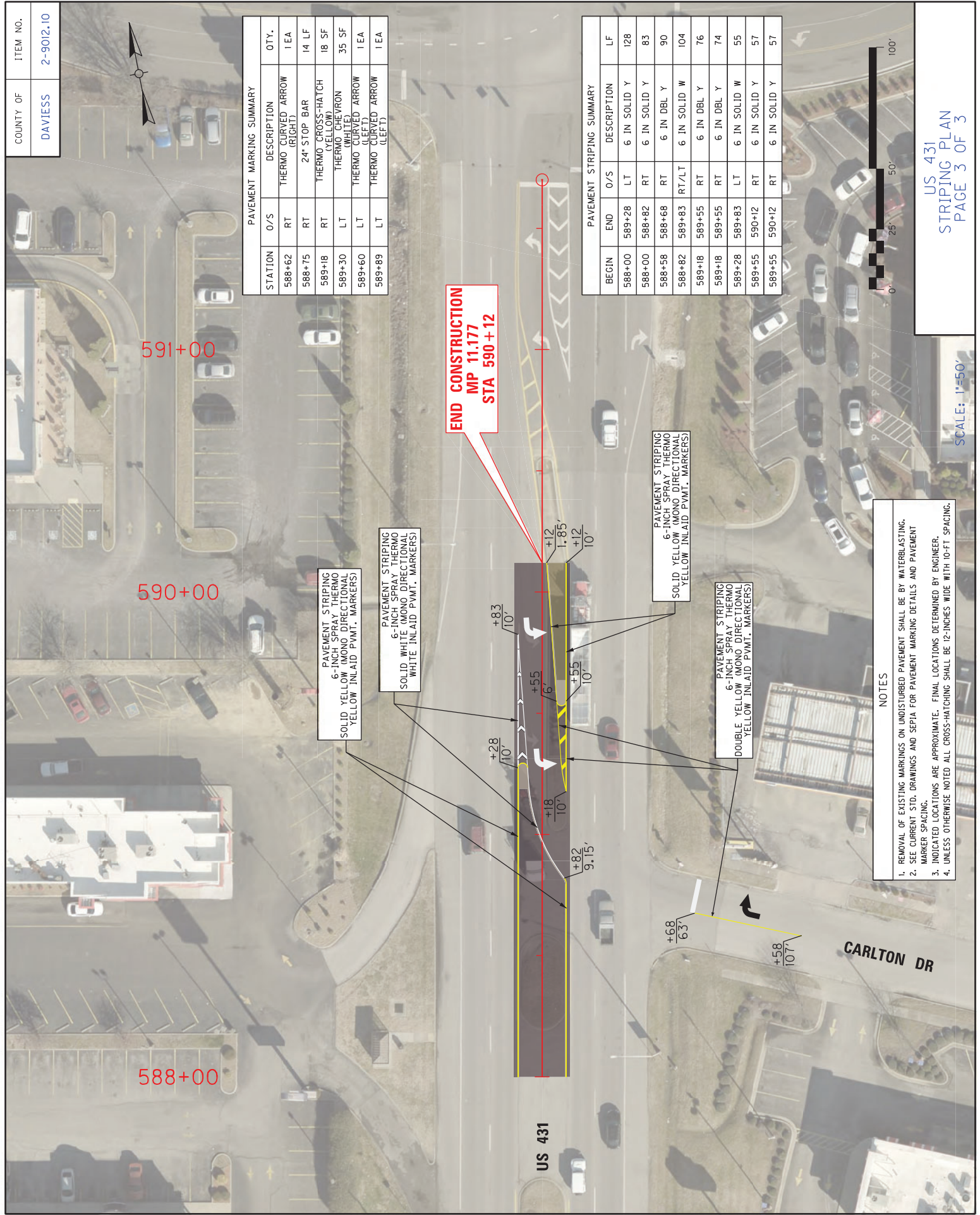


US 431  
STRIPING PLAN  
PAGE 2 OF 3

SCALE: 1"=50'

FULTON DR





PAVEMENT MARKING SUMMARY			
STATION	O/S	DESCRIPTION	QTY.
588+62	RT	THERMO CURVED ARROW (RIGHT)	1 EA
588+75	RT	24" STOP BAR	14 LF
589+18	RT	THERMO CROSS-HATCH	18 SF
589+30	LT	THERMO CHEVRON (WHITE)	35 SF
589+60	LT	THERMO CURVED ARROW (LEFT)	1 EA
589+89	LT	THERMO CURVED ARROW (LEFT)	1 EA

PAVEMENT STRIPING SUMMARY				
BEGIN	END	O/S	DESCRIPTION	LF
588+00	589+28	LT	6 IN SOLID Y	128
588+00	588+82	RT	6 IN SOLID Y	83
588+58	588+68	RT	6 IN DBL Y	90
588+82	589+83	RT/LT	6 IN SOLID W	104
589+18	589+55	RT	6 IN DBL Y	76
589+18	589+55	RT	6 IN DBL Y	74
589+28	589+83	LT	6 IN SOLID W	55
589+55	590+12	RT	6 IN SOLID Y	57
589+55	590+12	RT	6 IN SOLID Y	57



US 431  
STRIPING PLAN  
PAGE 3 OF 3

SCALE: 1"=50'

- NOTES
1. REMOVAL OF EXISTING MARKINGS ON UNDISTURBED PAVEMENT SHALL BE BY WATERBLASTING.
  2. SEE CURRENT STD. DRAWINGS AND SEPA FOR PAVEMENT MARKING DETAILS AND PAVEMENT MARKER SPACING.
  3. INDICATED LOCATIONS ARE APPROXIMATE. FINAL LOCATIONS DETERMINED BY ENGINEER.
  4. UNLESS OTHERWISE NOTED ALL CROSS-HATCHING SHALL BE 12-INCHES WIDE WITH 10-FT SPACING.

591+00

590+00

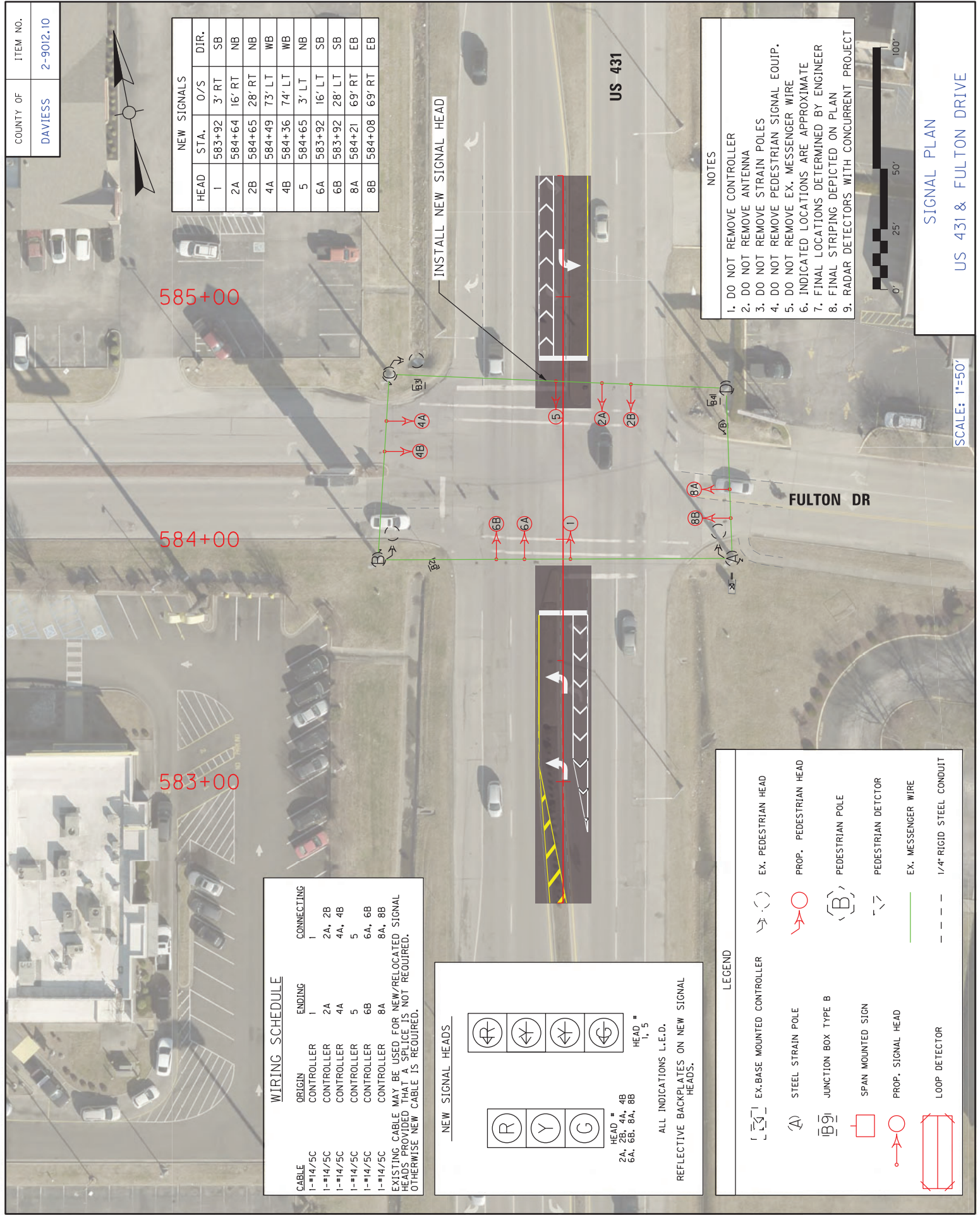
588+00

US 431

CARLTON DR







COUNTY OF	ITEM NO.
DAVISS	2-9012.10

NEW SIGNALS			
HEAD	STA.	O/S	DIR.
1	583+92	3' RT	SB
2A	584+64	16' RT	NB
2B	584+65	28' RT	NB
4A	584+49	73' LT	WB
4B	584+36	74' LT	WB
5	584+65	3' LT	NB
6A	583+92	16' LT	SB
6B	583+92	28' LT	SB
8A	584+21	69' RT	EB
8B	584+08	69' RT	EB

CABLE	ORIGIN	ENDING	CONNECTING
1-1/4/5C	CONTROLLER 1	1	1
1-1/4/5C	CONTROLLER 2A	2A, 2B	2A, 2B
1-1/4/5C	CONTROLLER 4A	4A, 4B	4A, 4B
1-1/4/5C	CONTROLLER 5	5	5
1-1/4/5C	CONTROLLER 6A	6A, 6B	6A, 6B
1-1/4/5C	CONTROLLER 8A	8A, 8B	8A, 8B

EXISTING CABLE MAY BE USED FOR NEW/RELOCATED SIGNAL HEADS PROVIDED THAT A SPLICE IS NOT REQUIRED. OTHERWISE NEW CABLE IS REQUIRED.

**NEW SIGNAL HEADS**

HEAD # 4B, 6A, 6B, 8A, 8B  
HEAD # 1, 5

ALL INDICATIONS L.E.D.  
REFLECTIVE BACKPLATES ON NEW SIGNAL HEADS.

**LEGEND**

	EX-BASE MOUNTED CONTROLLER		EX. PEDESTRIAN HEAD
	STEEL STRAIN POLE		PROP. PEDESTRIAN HEAD
	JUNCTION BOX TYPE B		PEDESTRIAN POLE
	SPAN MOUNTED SIGN		PEDESTRIAN DETECTOR
	PROP. SIGNAL HEAD		EX. MESSENGER WIRE
	LOOP DETECTOR		1/4" RIGID STEEL CONDUIT

**NOTES**

- DO NOT REMOVE CONTROLLER
- DO NOT REMOVE ANTENNA
- DO NOT REMOVE STRAIN POLES
- DO NOT REMOVE PEDESTRIAN SIGNAL EQUIP.
- DO NOT REMOVE EX. MESSENGER WIRE
- INDICATED LOCATIONS ARE APPROXIMATE
- FINAL LOCATIONS DETERMINED BY ENGINEER
- FINAL STRIPING DEPICTED ON PLAN
- RADAR DETECTORS WITH CONCURRENT PROJECT

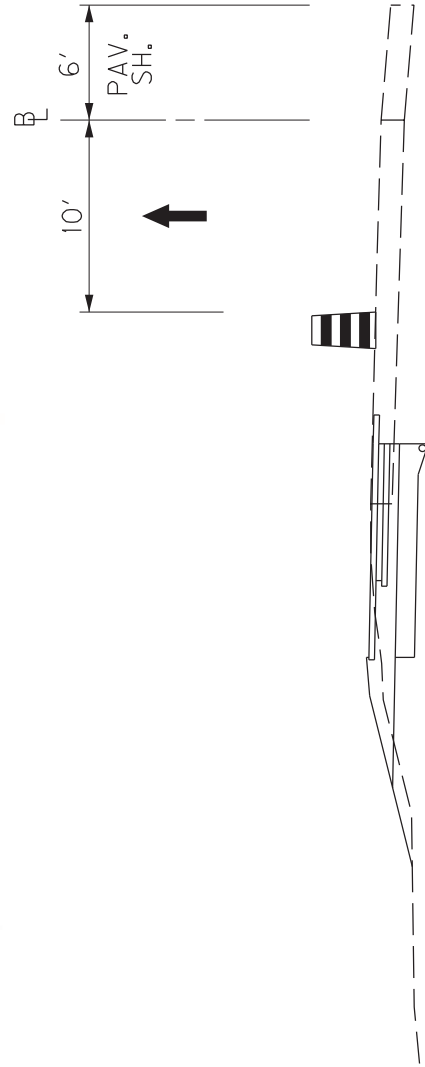


**SIGNAL PLAN**  
US 431 & FULTON DRIVE

SCALE: 1"=50'



COUNTY OF	ITEM NO.
DAVISS	2-9012.10



**US 60 RAMP B  
 STA. 43 + 81 TO STA. 49 + 67**

US 60 RAMP B  
 MAINTENANCE OF TRAFFIC  
 STA 43+81 TO STA 49+67

NOT TO SCALE



COUNTY OF	DAVISS	ITEM NO.	2-902.10	SHEET NO.	11
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**TRAFFIC SIGNAL ESTIMATE OF QUANTITIES--US60 BYPASS @US 431**

TOTAL UNITS	CODE	ITEM DESCRIPTION
1	EACH	4740 POLE BASE
2	EACH	4780 FUSED CONNECTOR KIT
75	LIN FT	4795 CONDUIT 2 INCH
75	LIN FT	4820 TRENCHING AND BACKFILLING
120	LIN FT	4844 CABLE-NO. 14/SEC
1	EACH	4881 MAST ARM POLE
1	EACH	4942 REMOVE, STORE, AND REINSTALL POLE
1	EACH	2495sed REMOVE SIGNAL EQUIPMENT US60 BYPASS @ US431
2	EACH	2018N5835 INSTALL SIGNAL-3 SECTION LED
75	LIN FT	21543EN BORE AND JACK CONDUIT
1.6	CU YD	2315TEN TRAFFIC SIGNAL POLE BASE
1	EACH	26169EC INSTALL MAST ARM DAMPENER

THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION, AND OTHER SPECIAL NOTES AND SPECIFICATIONS WILL APPLY ON THIS SECTION UNLESS OTHERWISE SPECIFIED OR OTHERWISE NOTED. SEE SECTION 002 FOR SPIRAL REINFORCEMENT AND OTHER DETAILS.

THE CONTRACTOR SHALL MAKE AN INSPECTION OF THE PROJECT SITE PRIOR TO SUBMITTING A BID AND SHALL BE THOROUGHLY FAMILIARIZED WITH EXISTING CONDITIONS. SUBMISSIONS OF A BID WILL BE CONSIDERED AN AFFIRMATION OF THIS INSPECTION HAVING BEEN COMPLETED.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP MATERIALS FOR INSTALL ITEMS FROM THE DIVISION OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP MATERIALS FOR INSTALL ITEMS FROM THE DIVISION OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP MATERIALS FOR INSTALL ITEMS FROM THE DIVISION OF TRANSPORTATION.

1. CONTRACTOR SHALL SECURE THE SIGNATURES OF KYTC'S PROJECT ENGINEER AND THE ELECTRICAL CONTRACTOR'S FOREMAN ON THE PROJECT MATERIALS RELEASE FORM. IF THE RELEASE FORM IS NOT IN THE PROPOSAL, CONTACT TED SWANSEAR OR KERRY ROBERTS WITH THE DIVISION OF TRAFFIC OPERATIONS BY PHONE (502-782-5540/502-782-5536) OR EMAIL (TED.SWANSEAR@KYTC.GOV/KERRY.ROBERTS@KYTC.GOV).

2. CONTRACTOR SHALL EMAIL THE PROJECT MATERIALS RELEASE FORM WITH REQUIRED SIGNATURES TO THE WAREHOUSE AT KIM.STAMPER@KYTC.GOV AND SHALL NOTIFY THE WAREHOUSE BY PHONE (502-782-8994/502-330-8153) OR EMAIL KIM.STAMPER@KYTC.GOV AT LEAST TWO (2) WORKING DAYS PRIOR TO ARRIVAL.

3. CONTRACTOR SHALL ALSO CONTACT THE SIGNAL SYSTEM BRANCH OF THE DIVISION OF TRAFFIC OPERATIONS BY PHONE (502-782-5543/502-782-5547) OR EMAIL JUDIE.THOMPSON@KYTC.GOV/LARRY.IRISH@KYTC.GOV AT LEAST TWO (2) WORKING DAYS PRIOR TO ARRIVAL TO FACILITATE PROGRAMMING OF ROUTERS.

4. CONTRACTOR SHALL ARRIVE AT THE DIVISION OF EQUIPMENT WAREHOUSE (239 WILKINSON BOULEVARD, FRANKFORT, KY 40621) AT THE PREARRANGED DATE/TIME FOR MATERIAL PICK UP. TO FACILITATE THIS PROCESS, ENSURE CONTRACTOR'S DELIVERY DRIVER HAS A COPY OF THE PROJECT MATERIALS RELEASE FORM WITH THE REQUIRED SIGNATURES.

ADD SENTENCE TO SECTION 835.17: ALL WIRE SHALL HAVE WORDING ADDED TO THE OUTER JACKET THAT STATES : - PROPERTY OF KENTUCKY TRANSPORTATION CABINET 502 564 0501.

MEASUREMENT NOTES THAT ARE IN ADDITION TO SECTION 723

CONSTRUCTION AND MEASUREMENT NOTES THAT ARE CONTRARY TO SECTION 723  
SUBSECTION 03.02 POLES AND BASES INSTALLATION, B)  
REVISION: REPLACE ENTIRE TABLE WITH THE FOLLOWING:

MAXIMUM SERVICE FORCES	DIAMETER (IN.)	DRILLED SHAFT DATA				VERTICAL BARS SIZE	TIES OR SPIRAL BAR SIZE
		DEPTH (FEET)		ROCK	TOTAL		
		SOIL	ROCK				
10-18.9	3.0	6.5	6.5	6.5	8.8	4.4	
20-37.8	3.0	6.5	6.5	6.5	8.8	4.4	
30-56.7	3.0	6.5	6.5	6.5	8.8	4.4	
40-75.6	3.0	6.5	6.5	6.5	8.8	4.4	
50-94.5	3.0	6.5	6.5	6.5	8.8	4.4	
60-113.4	3.0	6.5	6.5	6.5	8.8	4.4	
70-132.3	3.0	6.5	6.5	6.5	8.8	4.4	
80-151.2	3.0	6.5	6.5	6.5	8.8	4.4	
90-170.1	3.0	6.5	6.5	6.5	8.8	4.4	
100-189.0	3.0	6.5	6.5	6.5	8.8	4.4	
110-207.9	3.0	6.5	6.5	6.5	8.8	4.4	
120-226.8	3.0	6.5	6.5	6.5	8.8	4.4	
130-245.7	3.0	6.5	6.5	6.5	8.8	4.4	
140-264.6	3.0	6.5	6.5	6.5	8.8	4.4	
150-283.5	3.0	6.5	6.5	6.5	8.8	4.4	
160-302.4	3.0	6.5	6.5	6.5	8.8	4.4	
170-321.3	3.0	6.5	6.5	6.5	8.8	4.4	
180-340.2	3.0	6.5	6.5	6.5	8.8	4.4	
190-359.1	3.0	6.5	6.5	6.5	8.8	4.4	
200-378.0	3.0	6.5	6.5	6.5	8.8	4.4	
210-396.9	3.0	6.5	6.5	6.5	8.8	4.4	
220-415.8	3.0	6.5	6.5	6.5	8.8	4.4	
230-434.7	3.0	6.5	6.5	6.5	8.8	4.4	
240-453.6	3.0	6.5	6.5	6.5	8.8	4.4	
250-472.5	3.0	6.5	6.5	6.5	8.8	4.4	
260-491.4	3.0	6.5	6.5	6.5	8.8	4.4	
270-510.3	3.0	6.5	6.5	6.5	8.8	4.4	
280-529.2	3.0	6.5	6.5	6.5	8.8	4.4	
290-548.1	3.0	6.5	6.5	6.5	8.8	4.4	
300-567.0	3.0	6.5	6.5	6.5	8.8	4.4	
310-585.9	3.0	6.5	6.5	6.5	8.8	4.4	
320-604.8	3.0	6.5	6.5	6.5	8.8	4.4	
330-623.7	3.0	6.5	6.5	6.5	8.8	4.4	
340-642.6	3.0	6.5	6.5	6.5	8.8	4.4	
350-661.5	3.0	6.5	6.5	6.5	8.8	4.4	
360-680.4	3.0	6.5	6.5	6.5	8.8	4.4	
370-699.3	3.0	6.5	6.5	6.5	8.8	4.4	
380-718.2	3.0	6.5	6.5	6.5	8.8	4.4	
390-737.1	3.0	6.5	6.5	6.5	8.8	4.4	
400-756.0	3.0	6.5	6.5	6.5	8.8	4.4	

03.15 LOOP INSTALLATION.  
REPLACE FIRST SENTENCE NOTE WITH THE FOLLOWING:  
TWIST UNSHEATHED LOOP WIRES (MSA 51-7) WITH 3 TO 5 TURNS PER FOOT FROM THE POINT OF INSTALLATION TO THE POINT OF CONNECTION OF THE TWISTED WIRE.  
CAN BE WIDEN TO 1/2 TO 5/8" TO HELP WITH THE INSTALLATION OF THE TWISTED WIRE.

04.22 REMOVE SIGNAL EQUIPMENT. (CONSTRUCTION ONLY)  
REPLACE THE PARAGRAPH WITH THE FOLLOWING:  
THE DEPARTMENT WILL MEASURE THE QUANTITY BY EACH. THE DEPARTMENT WILL MATERIALS RELEASE FORM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP MATERIALS FROM THE DIVISION OF TRANSPORTATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PICKING UP MATERIALS FROM THE DIVISION OF TRANSPORTATION.

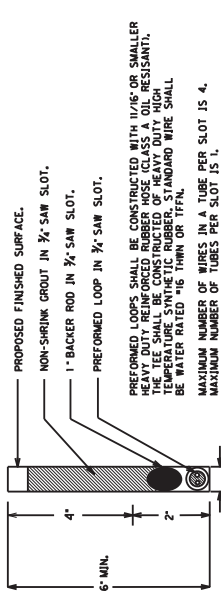
DESIGNED BY: ADAM PROCTOR  
DATE SUBMITTED: 6/9/2022

Commonwealth of Kentucky  
DEPARTMENT OF HIGHWAYS  
COUNTY OF  
DAVISS

PROJECT NUMBER: 0519P00347

US 60 BYPASS @ US 431  
TRAFFIC SIGNAL ESTIMATE OF QUANTITIES  
MEASUREMENT, CONST., AND MISC NOTES

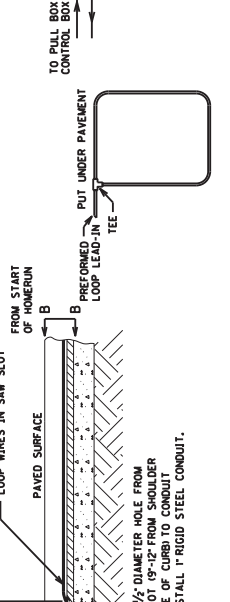
COUNTY OF	DAVISS
ITEM NO.	
SHEET NO.	



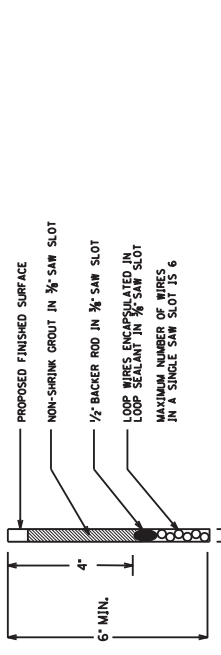
**PREFORMED LOOP CROSS SECTION**

PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 11/16" OR SMALLER HEAVY DUTY REINFORCED RUBBER HOSE (CLASS A OIL RESISTANT, 100 PSI MINIMUM WORKING PRESSURE, 100% TENSILE STRENGTH, 100% TEMPERATURE SYNTHETIC RUBBER, STANDARD WIRE SHALL BE WATER RATED #16 THIN OR 17FN, MAXIMUM NUMBER OF WIRES IN A TUBE PER SLOT IS 4, MAXIMUM NUMBER OF TUBES PER SLOT IS 1, ASPHALT SAW SLOT DETAIL FOR PREFORMED.

Use detail for concrete applications if concrete is 4" or less. Below the elevation of the final pavement surface. Concrete joints and steel reinforcement shall be located to avoid the preformed loop installations.



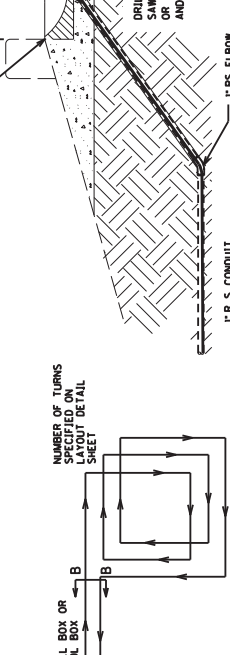
**5'x6' PREFORMED LOOP**



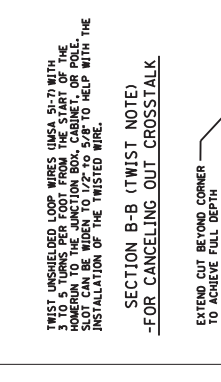
**SECTION A-A (SAW SLOT DETAIL)**

PREFORMED LOOPS SHALL BE CONSTRUCTED WITH 11/16" OR SMALLER HEAVY DUTY REINFORCED RUBBER HOSE (CLASS A OIL RESISTANT, 100 PSI MINIMUM WORKING PRESSURE, 100% TENSILE STRENGTH, 100% TEMPERATURE SYNTHETIC RUBBER, STANDARD WIRE SHALL BE WATER RATED #16 THIN OR 17FN, MAXIMUM NUMBER OF WIRES IN A TUBE PER SLOT IS 4, MAXIMUM NUMBER OF TUBES PER SLOT IS 1, ASPHALT SAW SLOT DETAIL FOR PREFORMED.

Use detail for concrete applications if concrete is 4" or less. Below the elevation of the final pavement surface. Concrete joints and steel reinforcement shall be located to avoid the preformed loop installations.



**5'x6' LOOP**



**SECTION B-B (TWIST NOTE) -FOR CANCELING OUT CROSSTALK**

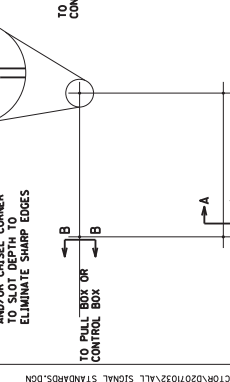
TWIST UNSHIELDED LOOP WIRES (UNSA 51-7) WITH FIVE TURNS PER INCH IN THE SECTION BOX, CABLE OR PINE SLOT CAN BE WIDEN TO 1/2" TO 5/8" TO HELP WITH THE INSTALLATION OF THE TWISTED WIRE.

EXTEND CUT BEYOND CORNER TO ACHIEVE FULL DEPTH

3/4" SAW SLOT

CORE DRILL 1/2" HOLE TO SLOT DEPTH TO ELIMINATE SHARP EDGES

TO PULL BOX OR CONTROL BOX



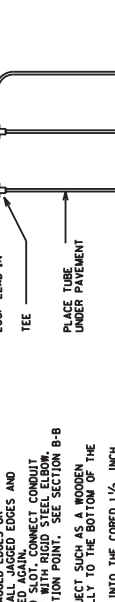
**5'x6' LOOP**



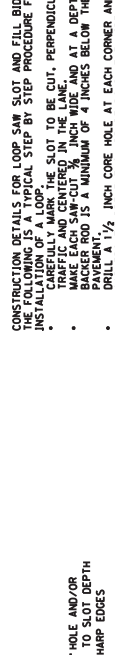
**SAW SLOT EDGE OF PAVEMENT TRANSITION**

CONSTRUCTION DETAILS FOR LOOP SAW SLOT AND FILL BID ITEM: THE FOLLOWING IS A TYPICAL STEP BY STEP PROCEDURE FOR THE INSTALLATION:

- 1. INSTALL CAREFULLY MARK THE SLOT TO BE CUT, PERPENDICULAR TO THE FLOW OF TRAFFIC AND CENTERED IN THE LANE, AND AT A DEPTH SUCH THAT THE TOP OF THE BACKER ROD IS A MINIMUM OF 4 INCHES BELOW THE SURFACE OF ASPHALT PAVEMENT.
- 2. DRILL A 1/2" CORE HOLE AT EACH CORNER AND USE A CHISEL TO SMOOTH AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS, DRILLED CORES.
- 3. CLEAN ALL FOREIGN AND LOOSE MATTER OUT OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS.
- 4. MEASURE 9-12 INCHES FROM THE EDGE OF THE PAVED SURFACE (SHOULDER BREAK OR FACE OF CURB) AND DRILL A 1/2" CORE HOLE ON A 45 DEGREE ANGLE TO THE PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE.
- 5. PLACE THE LOOP WIRE SPURCE-FREE FROM THE TERMINATION POINT. SEE SECTION B-B.
- 6. PUSH THE WIRE INTO THE SAW SLOT WITH A BLUNT OBJECT SUCH AS A WOODEN STICK. MAKE SURE THAT THE LOOP WIRE IS PUSHED FULLY TO THE BOTTOM OF THE SLOT.
- 7. APPLY LOOP SEALANT TO A MINIMUM OF 1/4" THICK DEEP INTO THE CORED 1/2" INCH HOLE.
- 8. APPLY LOOP SEALANT FROM THE BOTTOM UP AND FULLY ENCAPSULATE THE LOOP SEALANT HAS SET.
- 9. COVER THE ENCAPSULATED LOOP WIRE WITH A CONTINUOUS LAYER OF BACKER ROD.
- 10. FINISH FILLING THE SAW CUT WITH NON-SHRINKABLE GROUT PER MANUFACTURER'S INSTRUCTIONS. ALLEVATE ALL AIR POCKETS AND REFILL LOW SPACES. THERE SHALL BE CLEANED FROM THE ROADWAY TO ALLEVATE TRACKING. EXCESS GROUT SHALL BE CLEANED FROM THE ROADWAY TO ALLEVATE TRACKING. CLEAN UP THE SITE AND DISPOSE OF ALL WASTE OFF THE PROJECT.
- 11. THE LOOP SHALL BE COMPLETELY COVERED WITHIN 24 HOURS OF FINISHING THE LOOP TO TRAFFIC. CURING THE WIRES WITH TEMPERATURE AND HUMIDITY.

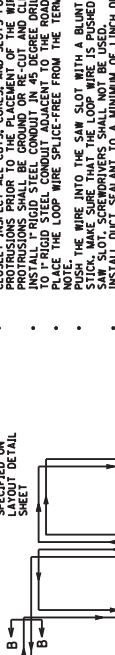


**5'x6' PREFORMED LOOP**



**CONSTRUCTION DETAILS FOR LOOP SAW SLOT AND FILL BID ITEM: THE FOLLOWING IS A TYPICAL STEP BY STEP PROCEDURE FOR THE INSTALLATION:**

- 1. INSTALL CAREFULLY MARK THE SLOT TO BE CUT, PERPENDICULAR TO THE FLOW OF TRAFFIC AND CENTERED IN THE LANE, AND AT A DEPTH SUCH THAT THE TOP OF THE BACKER ROD IS A MINIMUM OF 4 INCHES BELOW THE SURFACE OF ASPHALT PAVEMENT.
- 2. DRILL A 1/2" CORE HOLE AT EACH CORNER AND USE A CHISEL TO SMOOTH AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS, DRILLED CORES.
- 3. CLEAN ALL FOREIGN AND LOOSE MATTER OUT OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS.
- 4. MEASURE 9-12 INCHES FROM THE EDGE OF THE PAVED SURFACE (SHOULDER BREAK OR FACE OF CURB) AND DRILL A 1/2" CORE HOLE ON A 45 DEGREE ANGLE TO THE PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE.
- 5. PLACE THE LOOP WIRE SPURCE-FREE FROM THE TERMINATION POINT. SEE SECTION B-B.
- 6. PUSH THE WIRE INTO THE SAW SLOT WITH A BLUNT OBJECT SUCH AS A WOODEN STICK. MAKE SURE THAT THE LOOP WIRE IS PUSHED FULLY TO THE BOTTOM OF THE SLOT.
- 7. APPLY LOOP SEALANT TO A MINIMUM OF 1/4" THICK DEEP INTO THE CORED 1/2" INCH HOLE.
- 8. APPLY LOOP SEALANT FROM THE BOTTOM UP AND FULLY ENCAPSULATE THE LOOP SEALANT HAS SET.
- 9. COVER THE ENCAPSULATED LOOP WIRE WITH A CONTINUOUS LAYER OF BACKER ROD.
- 10. FINISH FILLING THE SAW CUT WITH NON-SHRINKABLE GROUT PER MANUFACTURER'S INSTRUCTIONS. ALLEVATE ALL AIR POCKETS AND REFILL LOW SPACES. THERE SHALL BE CLEANED FROM THE ROADWAY TO ALLEVATE TRACKING. EXCESS GROUT SHALL BE CLEANED FROM THE ROADWAY TO ALLEVATE TRACKING. CLEAN UP THE SITE AND DISPOSE OF ALL WASTE OFF THE PROJECT.
- 11. THE LOOP SHALL BE COMPLETELY COVERED WITHIN 24 HOURS OF FINISHING THE LOOP TO TRAFFIC. CURING THE WIRES WITH TEMPERATURE AND HUMIDITY.

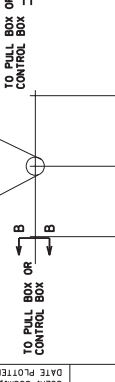


**5'x30' QUADRAPOLE LOOP**



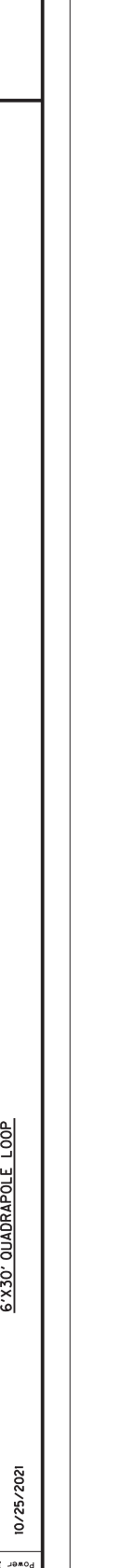
**CONSTRUCTION DETAILS FOR LOOP SAW SLOT AND FILL BID ITEM: THE FOLLOWING IS A TYPICAL STEP BY STEP PROCEDURE FOR THE INSTALLATION:**

- 1. INSTALL CAREFULLY MARK THE SLOT TO BE CUT, PERPENDICULAR TO THE FLOW OF TRAFFIC AND CENTERED IN THE LANE, AND AT A DEPTH SUCH THAT THE TOP OF THE BACKER ROD IS A MINIMUM OF 4 INCHES BELOW THE SURFACE OF ASPHALT PAVEMENT.
- 2. DRILL A 1/2" CORE HOLE AT EACH CORNER AND USE A CHISEL TO SMOOTH AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS, DRILLED CORES.
- 3. CLEAN ALL FOREIGN AND LOOSE MATTER OUT OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS, DRILLED CORES, AND WITHIN 1 FOOT ON ALL SIDES OF THE SLOTS.
- 4. MEASURE 9-12 INCHES FROM THE EDGE OF THE PAVED SURFACE (SHOULDER BREAK OR FACE OF CURB) AND DRILL A 1/2" CORE HOLE ON A 45 DEGREE ANGLE TO THE PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE. ALL JAGGED EDGES AND PROTRUSIONS PRIOR TO THE PLACEMENT OF THE WIRE.
- 5. PLACE THE LOOP WIRE SPURCE-FREE FROM THE TERMINATION POINT. SEE SECTION B-B.
- 6. PUSH THE WIRE INTO THE SAW SLOT WITH A BLUNT OBJECT SUCH AS A WOODEN STICK. MAKE SURE THAT THE LOOP WIRE IS PUSHED FULLY TO THE BOTTOM OF THE SLOT.
- 7. APPLY LOOP SEALANT TO A MINIMUM OF 1/4" THICK DEEP INTO THE CORED 1/2" INCH HOLE.
- 8. APPLY LOOP SEALANT FROM THE BOTTOM UP AND FULLY ENCAPSULATE THE LOOP SEALANT HAS SET.
- 9. COVER THE ENCAPSULATED LOOP WIRE WITH A CONTINUOUS LAYER OF BACKER ROD.
- 10. FINISH FILLING THE SAW CUT WITH NON-SHRINKABLE GROUT PER MANUFACTURER'S INSTRUCTIONS. ALLEVATE ALL AIR POCKETS AND REFILL LOW SPACES. THERE SHALL BE CLEANED FROM THE ROADWAY TO ALLEVATE TRACKING. EXCESS GROUT SHALL BE CLEANED FROM THE ROADWAY TO ALLEVATE TRACKING. CLEAN UP THE SITE AND DISPOSE OF ALL WASTE OFF THE PROJECT.
- 11. THE LOOP SHALL BE COMPLETELY COVERED WITHIN 24 HOURS OF FINISHING THE LOOP TO TRAFFIC. CURING THE WIRES WITH TEMPERATURE AND HUMIDITY.



**5'x30' QUADRAPOLE LOOP**

COUNTY OF	DAVISS
ITEM NO.	
SHEET NO.	



**5'x30' QUADRAPOLE LOOP**

10/25/2021

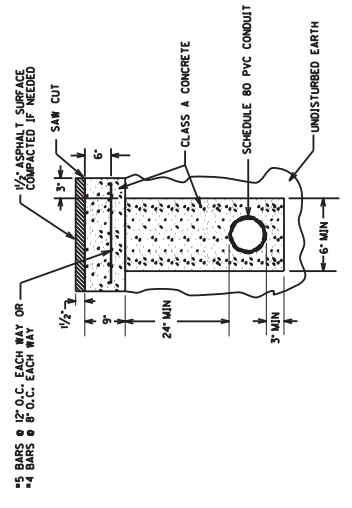
Power InRoads 8/19/2017

USBR adm.Proctor

DATE PLOTTED: June 9, 2022

FILE NAME: C:\PMWORK\ADAM.PROCTOR\0207102\ALL SIGNALS\T4MADRS.DWG

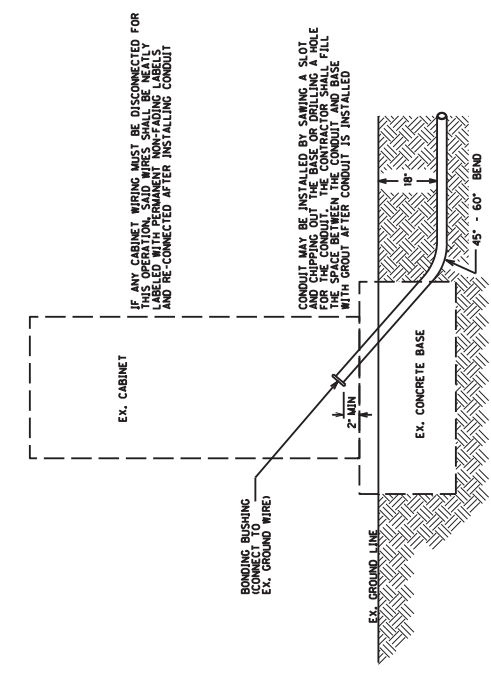
COUNTY OF	ITEM NO.	SHEET NO.



OPEN CUT PAVEMENT DETAIL

15 BARS @ 12" O.C. EACH WAY OR  
4 BARS @ 8" O.C. EACH WAY

1/2" ASPHALT SURFACE  
COMPACTED IF NEEDED



CONDUIT INSTALLATION IN EX. CABINET BASE

IF ANY CABINET WIRING MUST BE DISCONNECTED FOR  
OPERATIONS, THE CONTRACTOR SHALL REMOVE THE  
LABELS WITH PERMANENT NON-FAADING LABELS  
AND RE-CONNECT AFTER INSTALLING CONDUIT

CONDUIT MAY BE INSTALLED BY SAWING A SLOT  
AND CHIPPING OUT THE BASE OR DRILLING A HOLE  
FOR THE CONDUIT. THE CONTRACTOR SHALL FILL  
WITH GROUT WHEN THE CONDUIT IS INSTALLED.

BONDING BUSHING  
EX. GROUND WIRE

EX. GROUND LINE

EX. CONCRETE BASE

EX. CABINET

EX. POLE BASE  
AND CONDUITS

INSTALL ELBOW OR BEND CONDUIT, INSTALL  
GROUNDING LUG AND CONNECT 4 AWG SOLID  
BARE COPPER TO EX. GROUND LUG IN POLE

PROPOSED  
LB CONDULET

EX. GROUND LINE

PROPOSED B.S. CONDUIT  
(SIZE AS SPECIFIED)

INSTALL CONDUIT RISER  
FLUSH WITH EX. POLE BASE

CONDUIT INSTALLATION IN EX. POLE BASE

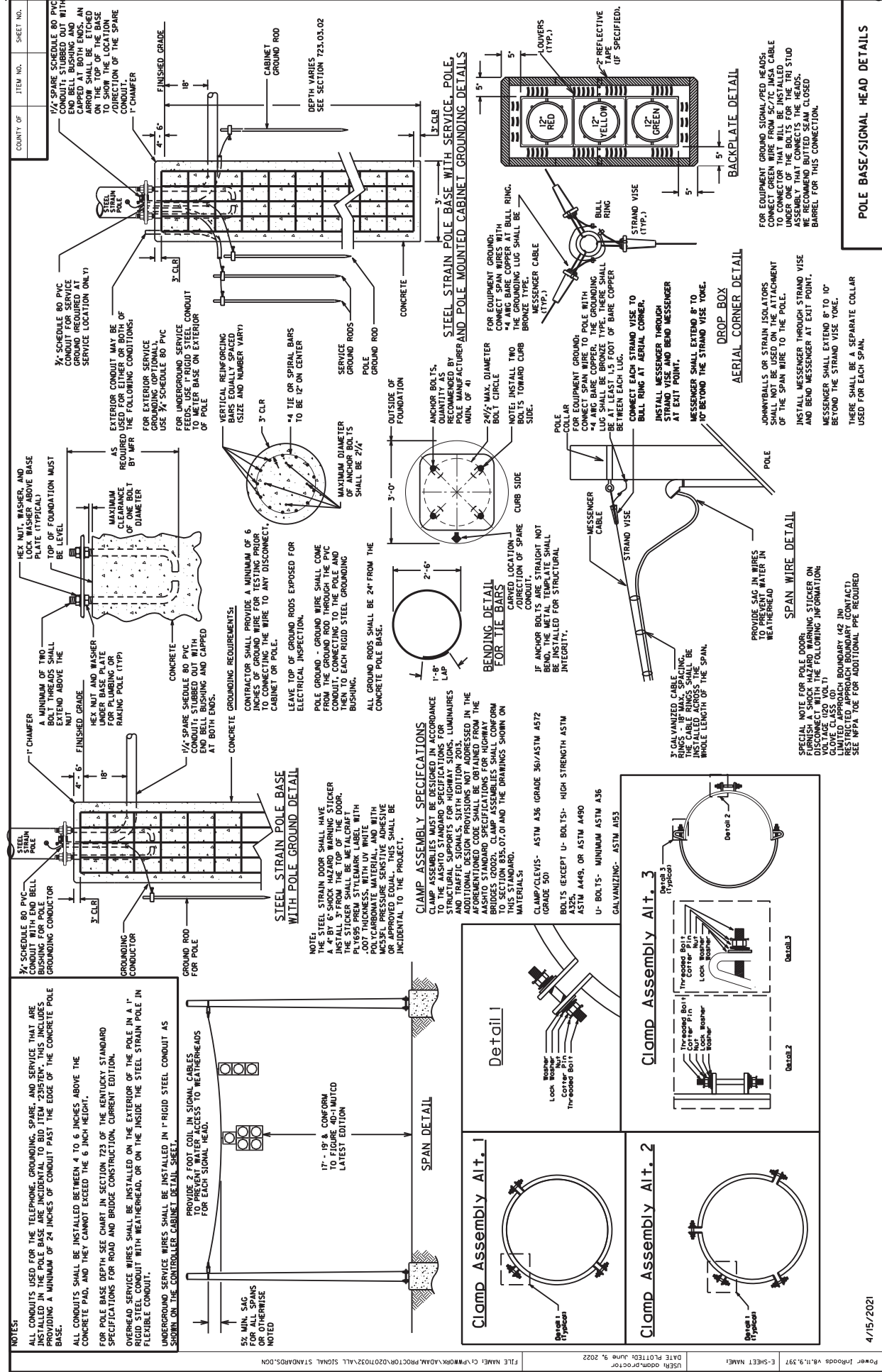
3/10/2017

CONDUIT INSTALLATIONS IN  
EXISTING LOCATIONS

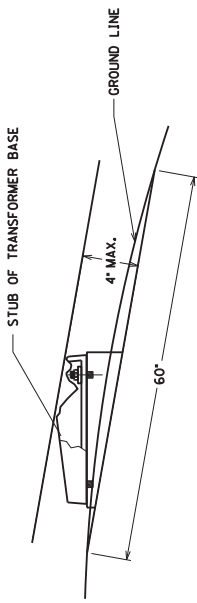








COUNTY OF	ITEM NO.	SHEET NO.

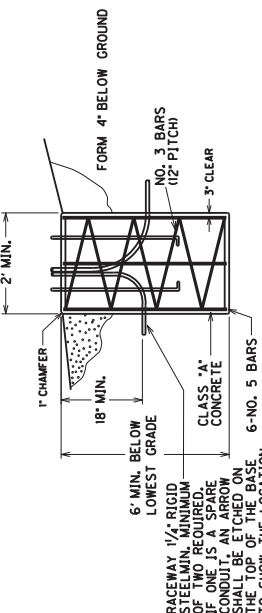


**BREAKAWAY SUPPORT STUB HEIGHT MEASUREMENT**

THE ANCHOR BOLTS AND CONDUITS SHALL NOT BE PROJECTED MORE 4 INCHES ABOVE A GROUND LINE BETWEEN THE STRADDLING WHEELS OF A VEHICLE.

DUCTED CABLE INSTALLED THROUGH 3\"/>

IF DUCTED CABLE INSTALLED BETWEEN POLE BASES:  
 INSTALL RIGID STEEL/DUCTED CABLE COUPLING. USE BONDUIT CONDUIT ADHESIVE OR APPROVED EQUAL TO CONNECT THE RIGID STEEL/DUCTED CABLE. THE RIGID STEEL/DUCTED CABLE SHALL BE ATTACHED TO THE RIGID STEEL CABLE WHICH ATTACHES TO THE RIGID STEEL CABLE CONDUIT. ALTERNATELY IF DUCTED CABLE IS USED, THE CONTRACTOR CAN INSTALL RIGID STEEL CONDUIT TWO TIMES THE SIZE OF THIS CONDUIT AND THE SWEEP FOR THE CONDUIT SHALL BE INCREASED TO ADHERE TO THE BENDING RADIUS RECOMMENDED BY THE MANUFACTURER OF THE DUCT.



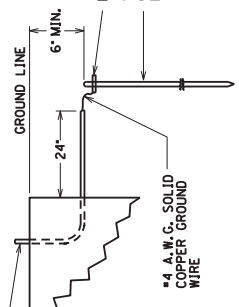
ALL POLE BASES SHALL HAVE A MINIMUM OF TWO CONDUITS (NOT INCLUDING GROUNDING CONDUIT) PER CONDUIT FOR THE CONDUCTORS.

NOTE: PRECAST CONCRETE BASES ARE NOT ACCEPTABLE

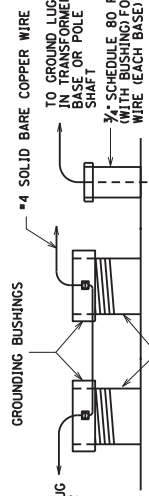
**FOUNDATION DETAIL**

1/30/2020

3/4\"/>



**GROUNDING DETAIL**



**TYPICAL GROUNDING DETAIL**

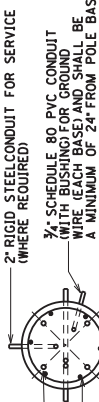
GROUNDING REQUIREMENTS:

CONTRACTOR SHALL PROVIDE A MINIMUM OF 6 INCHES OF GROUND WIRE FOR TESTING PRIOR TO CONNECTING THE WIRE TO TRANSFORMER BASE.

POLE/TRANSFORMER BASE GROUND - GROUND WIRE SHALL COME FROM THE GROUND ROD THROUGH THE PVC CONDUIT, CONNECTING TO THE TRANSFORMER BASE/POLE AND THEN TO EACH RIGID STEEL GROUNDING BUSHING.

NOTES:

ALL CONDUITS USED FOR THE GROUNDING, SPARES AND CONDUCTORS THAT ARE INSTALLED IN THE POLE BASE ARE INCIDENTAL TO BID ITEM -4740-. THIS INCLUDES PROVIDING A MINIMUM OF 24 INCHES OF CONDUIT PAST THE EDGE OF THE POLE BASE.



NOTE: PRECAST CONCRETE BASES ARE NOT ACCEPTABLE

**FOUNDATION DETAIL**

**TYPICAL CAST ALUMINUM TRANSFORMER BASE**

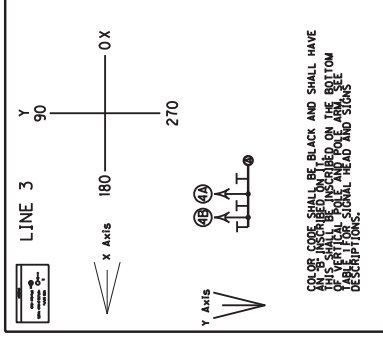
THE TRANSFORMER BASE DOOR SHALL HAVE A 4\"/>

CONCRETE BASES SHALL BE POURED LEVEL. NO MORE THAN A 3/8\"/>

SPECIAL NOTE FOR TRANSFORMER BASES: FURNISH AN ARC FLASH AND SHOCK HAZARD WARNING STICKER ON TRANSFORMER BASE WITH THE FOLLOWING INFORMATION:  
 1. TRANSFORMER BASE DOOR  
 2. GLOVE CLASS 00  
 3. LIMITED APPROACH BOUNDARY (42 IN)  
 4. RESTRICTED APPROACH BOUNDARY (12 IN)  
 SEE NFPA 70E FOR ADDITIONAL PPE REQUIRED INCIDENTAL TO PROJECT.

TRANSFORMER BASE DETAIL

COUNTY OF	DAVISS	SHEET NO.	24012.10
ITEM NO.			



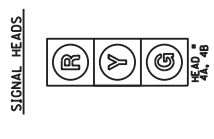
LINE 2

TABLE 1

MAST ARM POLES				• FUTURE	
POLE HEIGHT (FT.)	MAST ARM MOUNTING LENGTH(FT.)	NO. SIGNALS ON ARM	FROM	SIGNAL TO	HEIGHT (POUNDS)
A	20	1 - 3 SEC. SIGN	B	4A	50
	19	1 - 35"X36" SIGN		4B	16
		1 - 3 SEC. SIGN		4B	50
		1 - 35"X36" SIGN		4A	20'
		1 - 72"X24"X18" SIGN		4A	16
				4A	100

Attachment distances are measured from the face of the vertical pole.

LENGTH X WIDTH X THICKNESS  
3 SECTION 59" x 24" x 16"  
4 SECTION 72" x 24" x 16"  
• INDICATES FUTURE USE  
Pole B will have 16" x 16" x 18" Sign at 0 degrees



ALL INDICATIONS L.E.D.

600+00

599+00

598+00

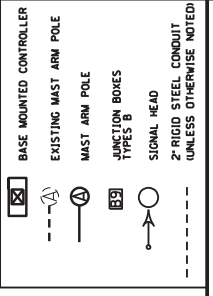
MAST ARM POLES  
POLE CALC. SERV. MOMENT  
A 30.23 KP-FT

DAMPERS TO BE INSTALLED  
MAST ARM POLE

WIRING SCHEDULE

CABLE	ORIGIN	ENDING	CONNECTING
1-14/5C	CABINET	SH 4B	SIGNAL HEADS 4A & 4B

SCALE 1" = 20'

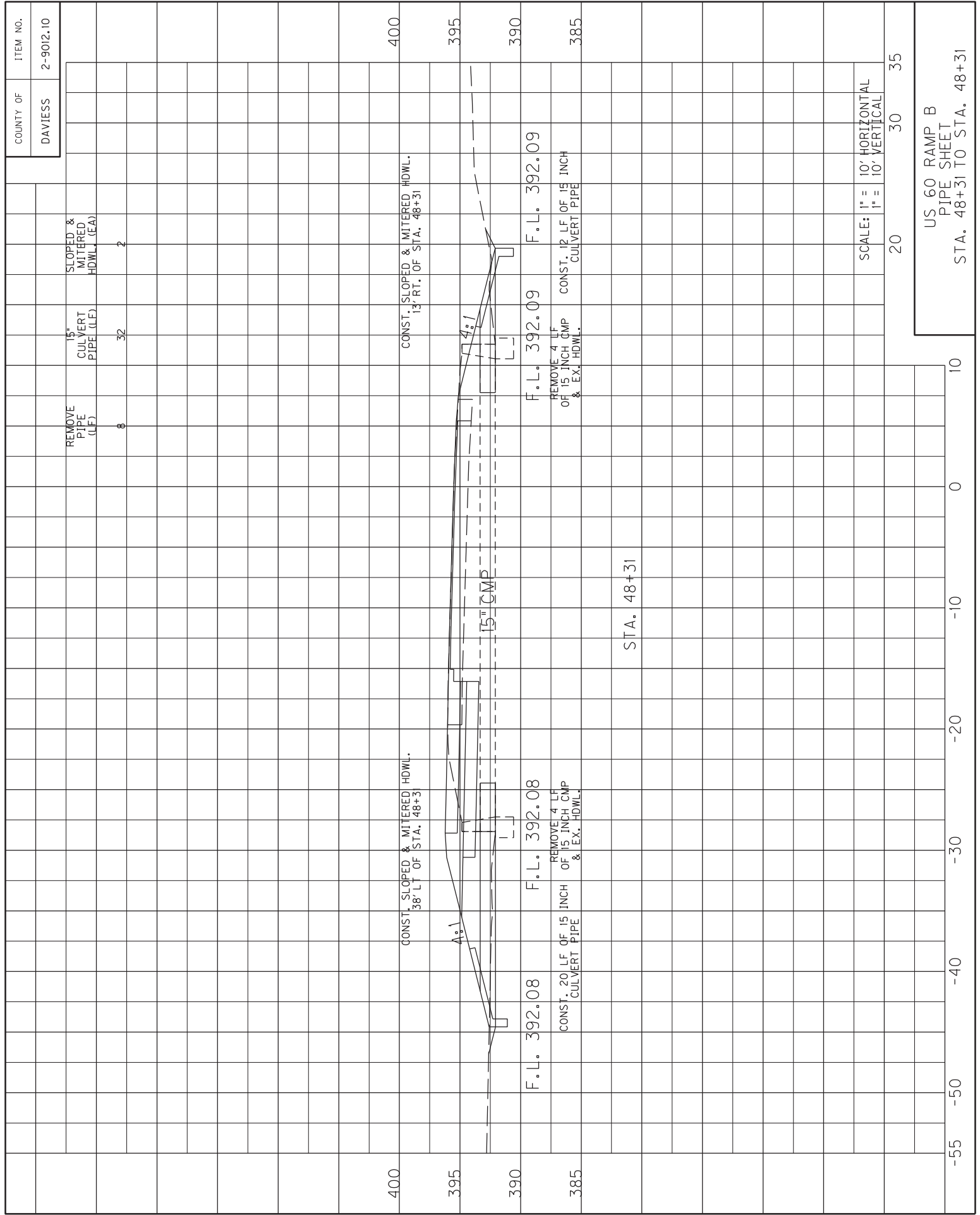


US60BYPASS @ US431



INSTALL NEW MAST ARM POLE A AT STA. 598+35

REMOVE MAST ARM FROM EXISTING MAST ARM.



COUNTY OF	ITEM NO.
DAVISS	2-9012.10

REMOVE PIPE (LF)	15" CULVERT PIPE (LF)	SLOPED & MITERED HDWL (EA)	ITEM NO.
8	32	2	400
			395
			390
			385

US 60 RAMP B  
 PIPE SHEET  
 STA. 48+31 TO STA. 48+31

SCALE: 1" = 10' HORIZONTAL  
 1" = 10' VERTICAL

20 30 35



COUNTY OF	DAVISS
ITEM NO.	2-9012.10

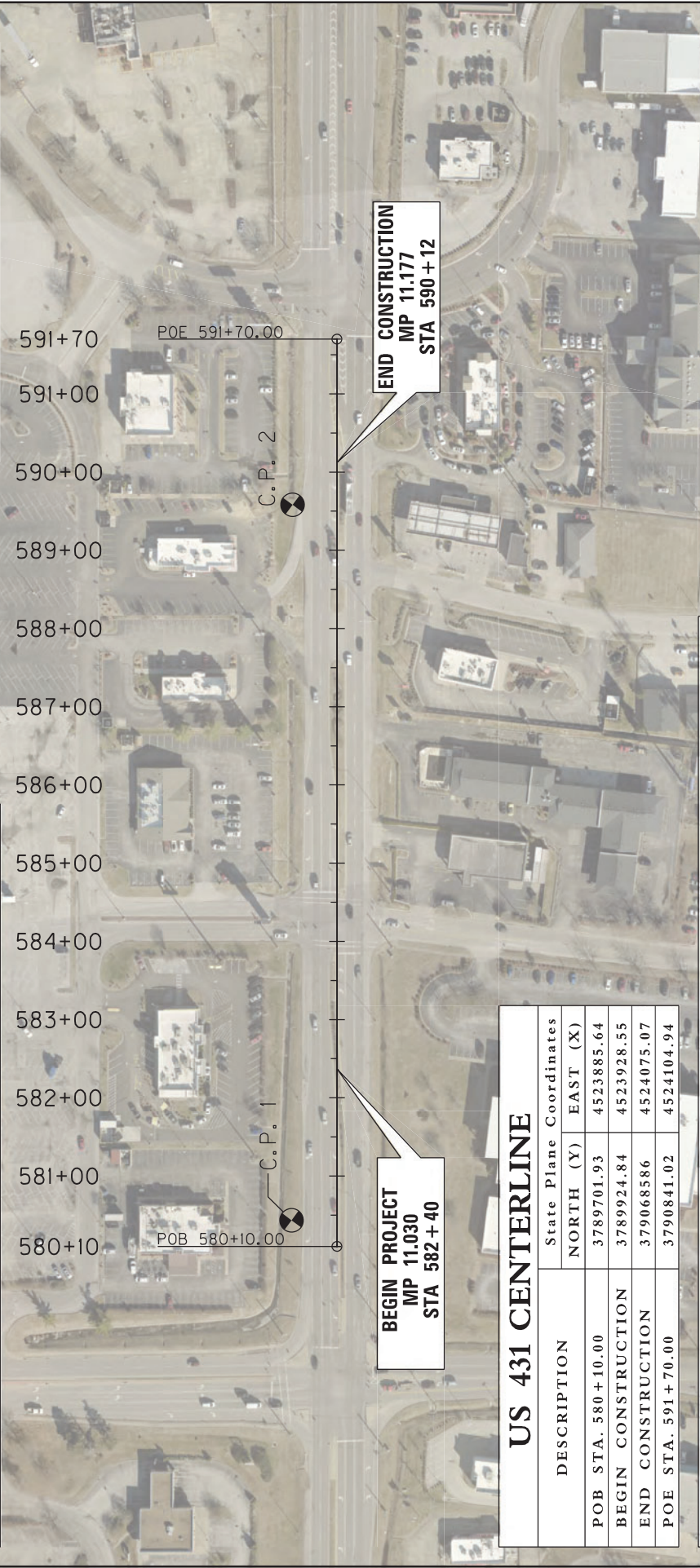


### PROJECT COORDINATES

Coordinates for Primary Horizontal Control were determined from Global Positioning System (GPS) methods. Coordinates are based on Kentucky State Plane Coordinate System (Single Zone) NAD83 (2011) and in U.S. Survey Feet.

### BASIS OF ELEVATIONS

Elevation were derived from GPS methods and are adjusted to the NAVD88 Vertical Datum. Geoid model used was Geoid12B.



### US 431 CENTERLINE

DESCRIPTION	State Plane Coordinates	
	NORTH (Y)	EAST (X)
POB STA. 580 + 10.00	3789701.93	4523885.64
BEGIN CONSTRUCTION	3789924.84	4523928.55
END CONSTRUCTION	379068586	4524075.07
POE STA. 591 + 70.00	3790841.02	4524104.94

### COORDINATE CONTROL POINTS

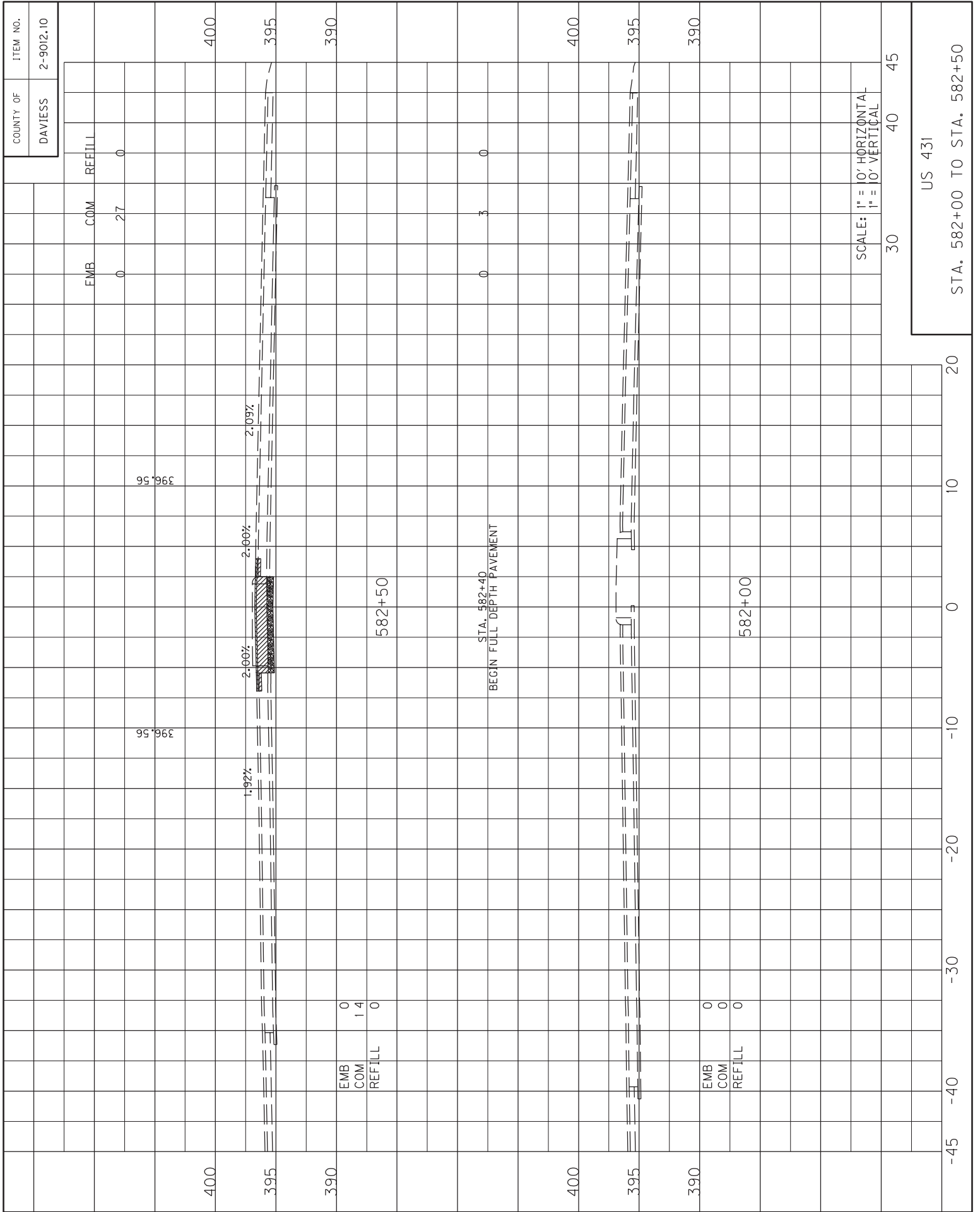
POINT	DESCRIPTION	State Plane Coordinates			STATION	OFFSET
		NORTH (Y)	EAST (X)	ELEV. (Z)		
C.P. 1	IP W/CAP	3789745.72	4523835.07	394.73	580+43.44	57.93
C.P. 2	IP W/CAP	3790643.77	4524009.18	394.39	589+58.21	56.74

COORDINATE CONTROL

SCALE: 1"=200'



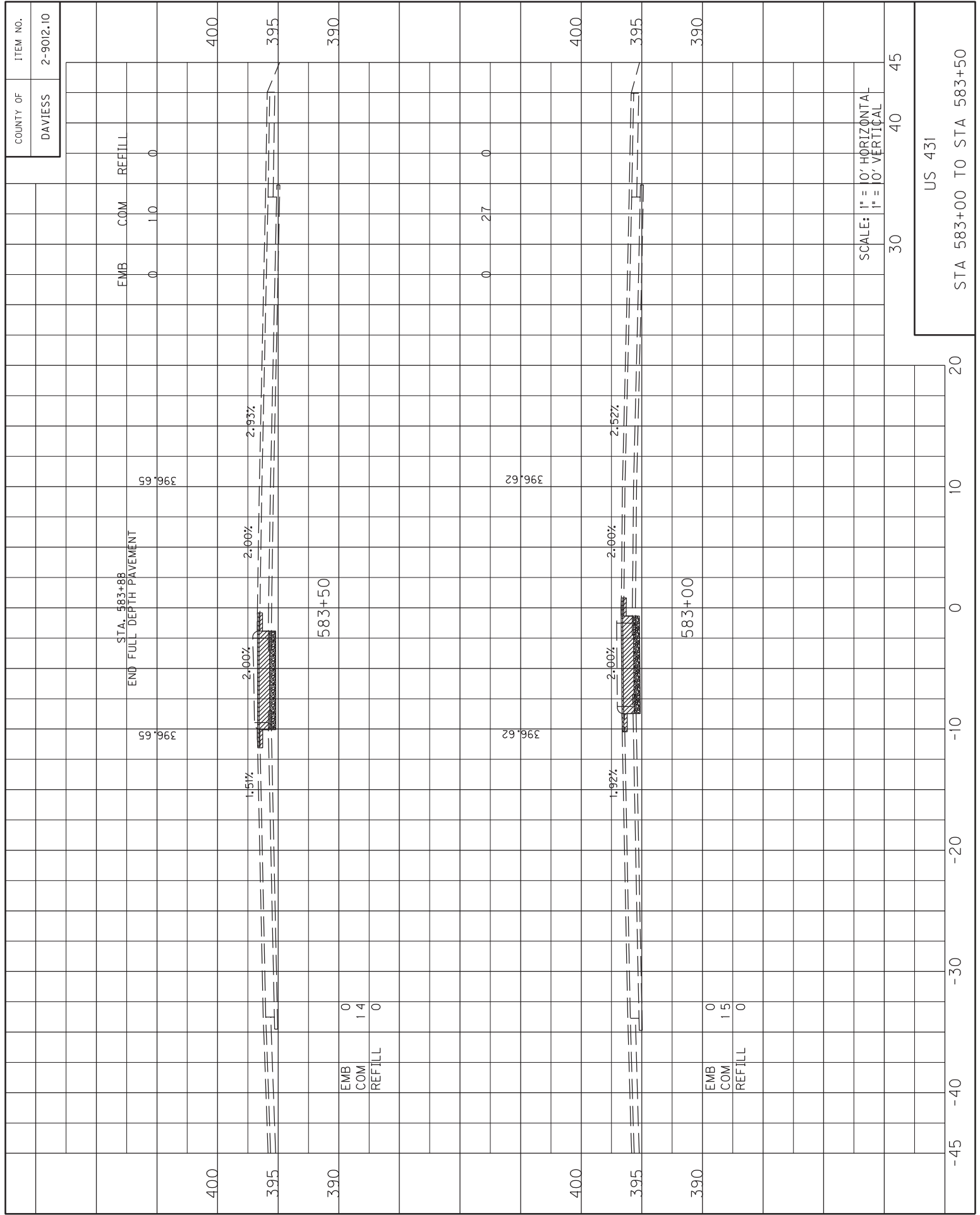




US 431

STA. 582+00 TO STA. 582+50



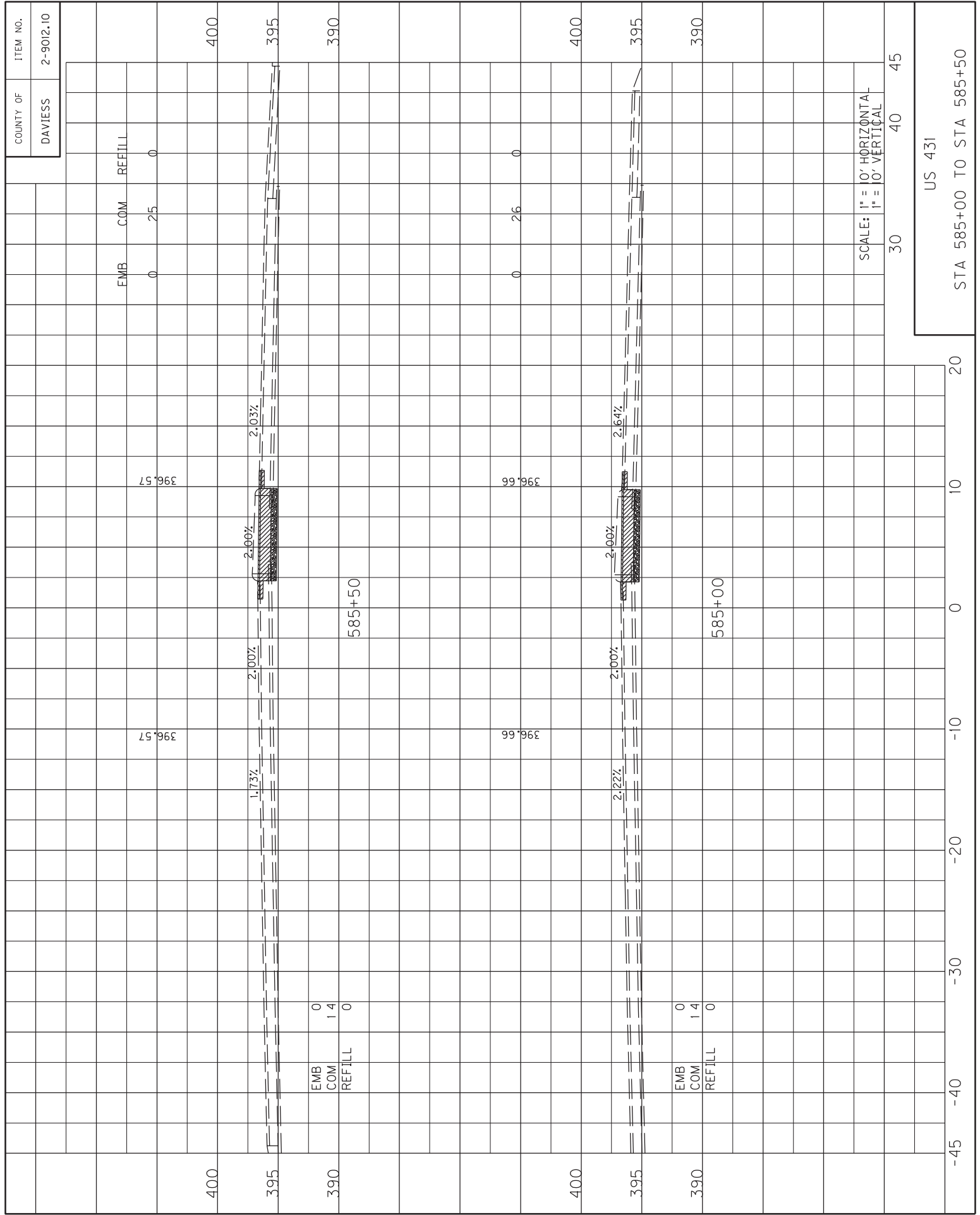


SCALE: 1" = 10' HORIZONTAL  
 1" = 10' VERTICAL

US 431

STA 583+00 TO STA 583+50

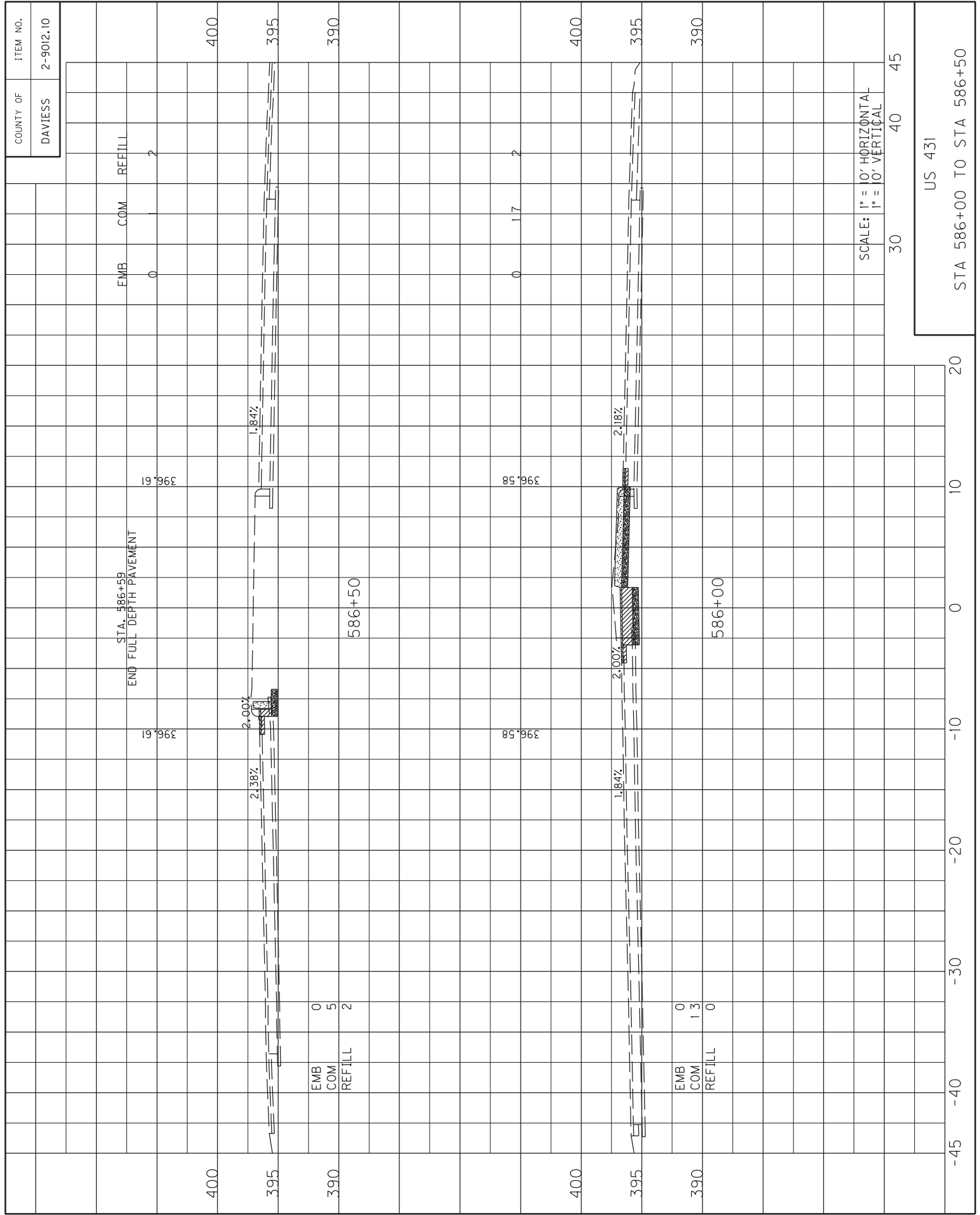




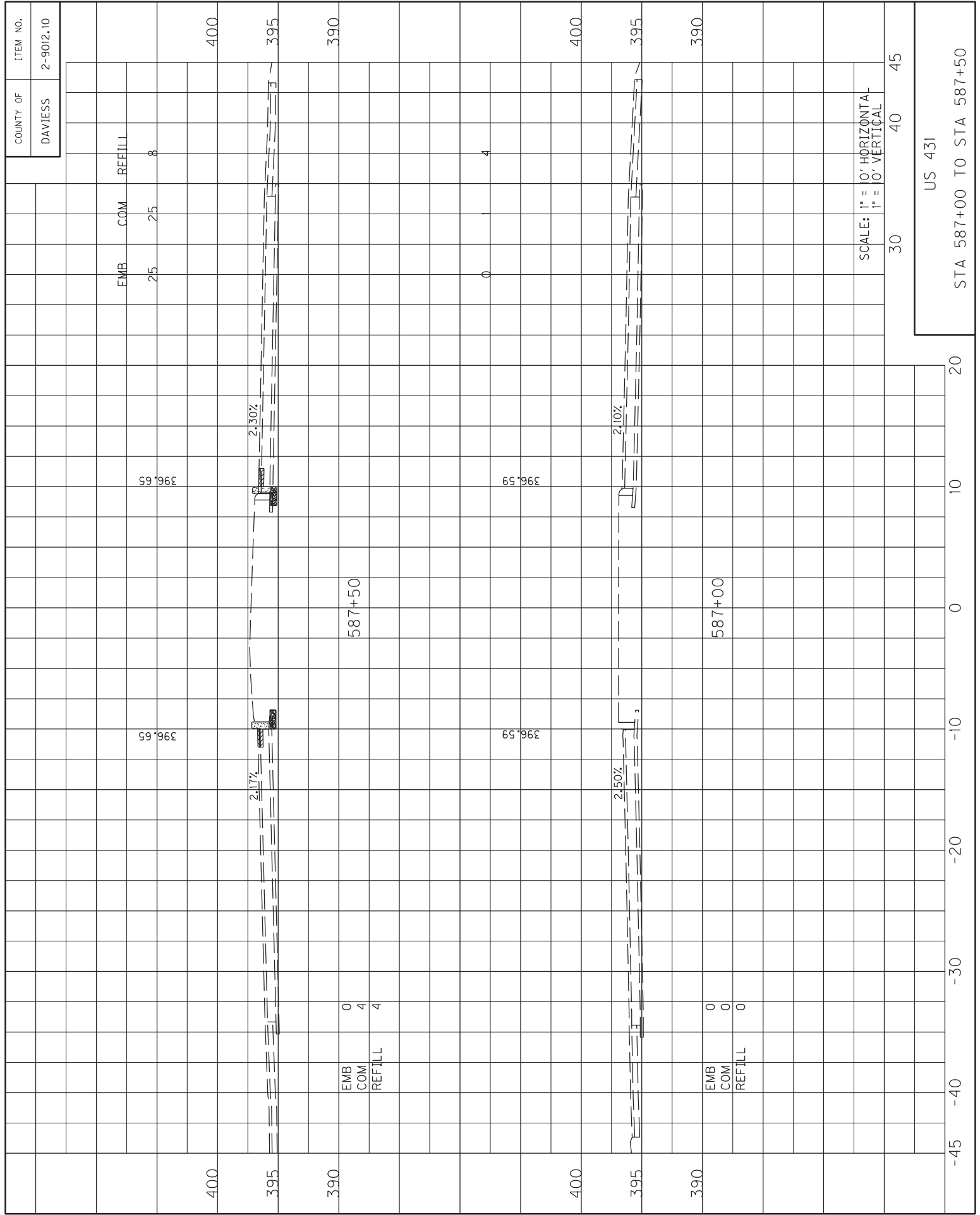
SCALE: 1" = 10' HORIZONTAL  
1" = 10' VERTICAL

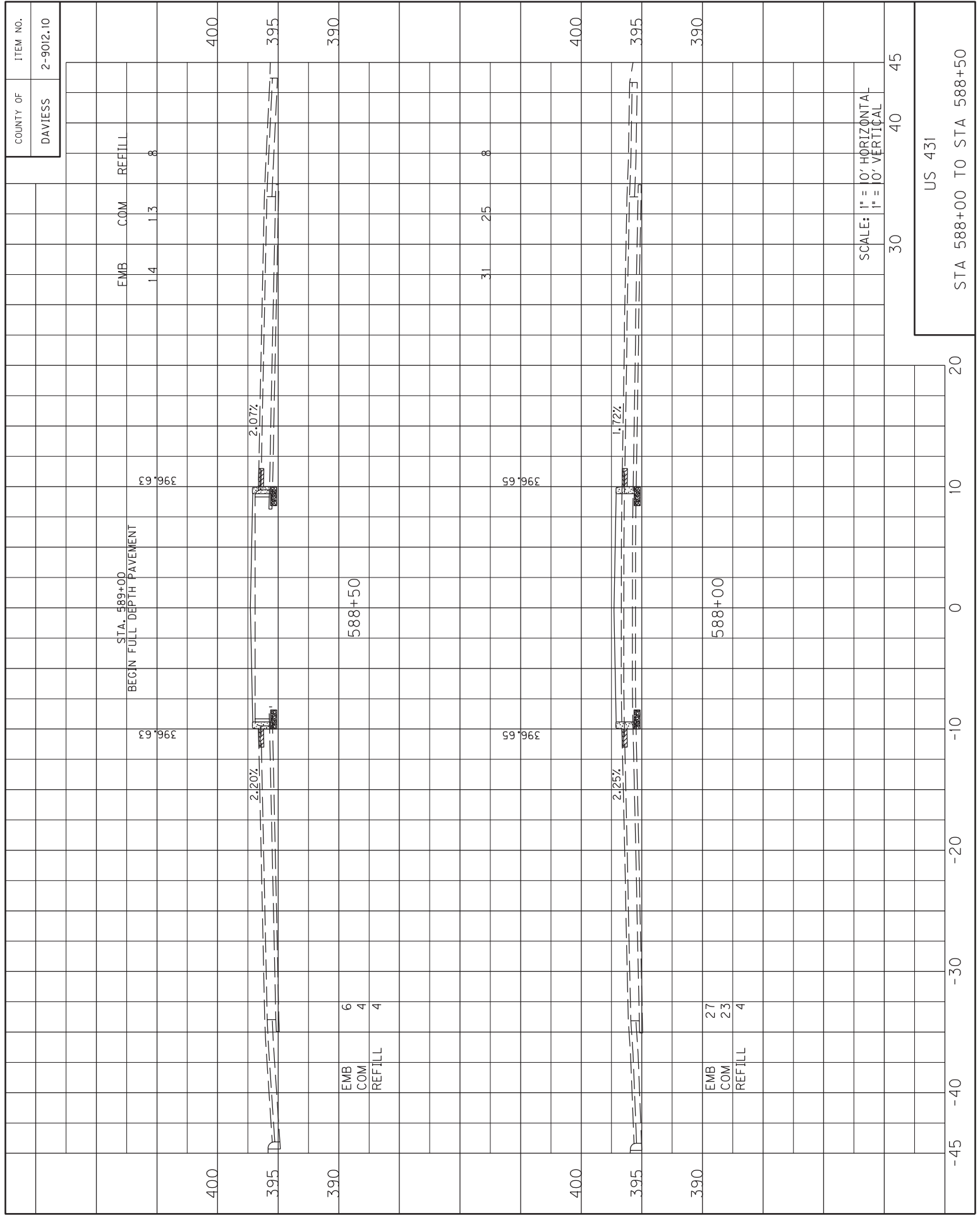
US 431

STA 585+00 TO STA 585+50



US 431  
STA 586+00 TO STA 586+50



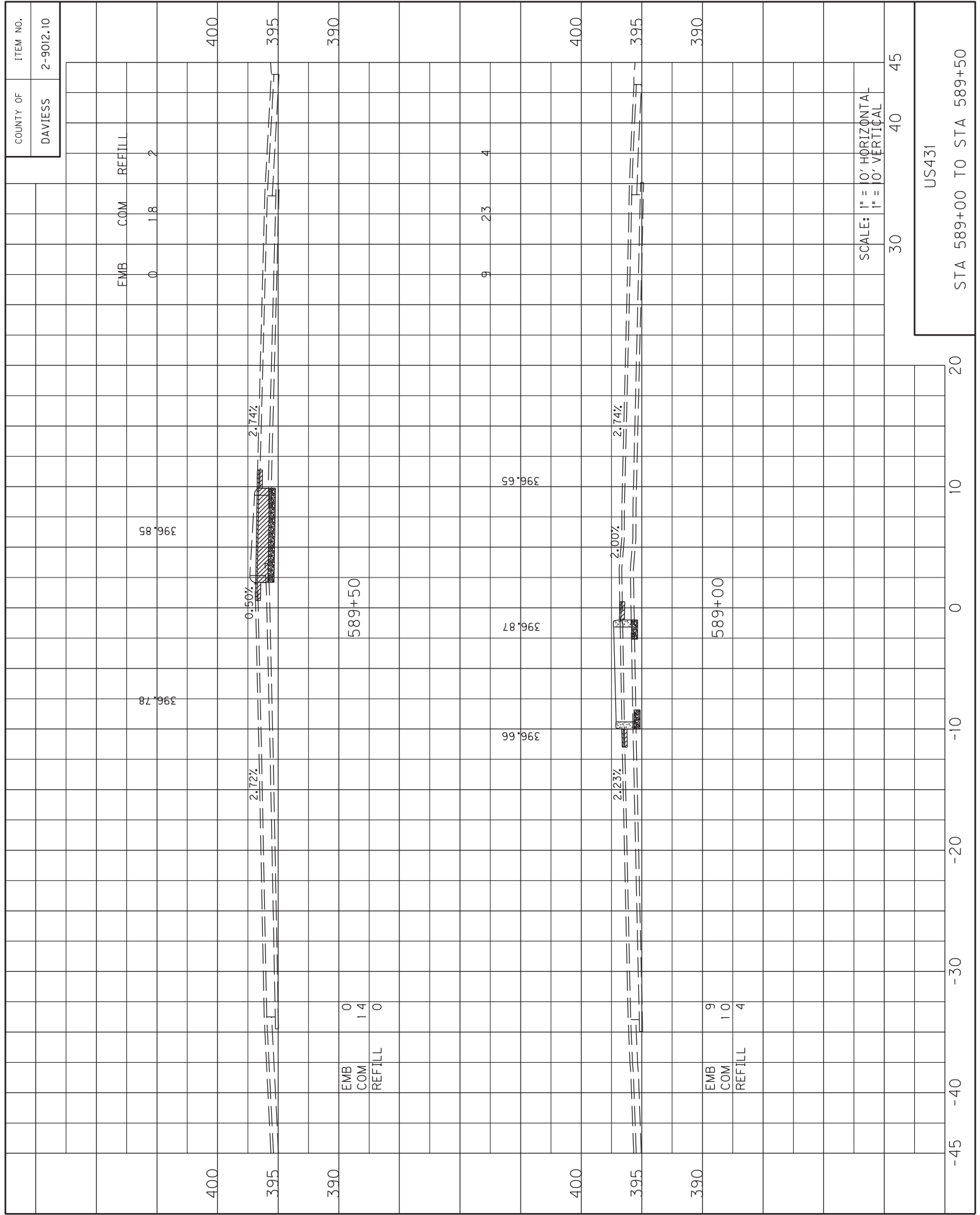


US 431  
STA 588+00 TO STA 588+50

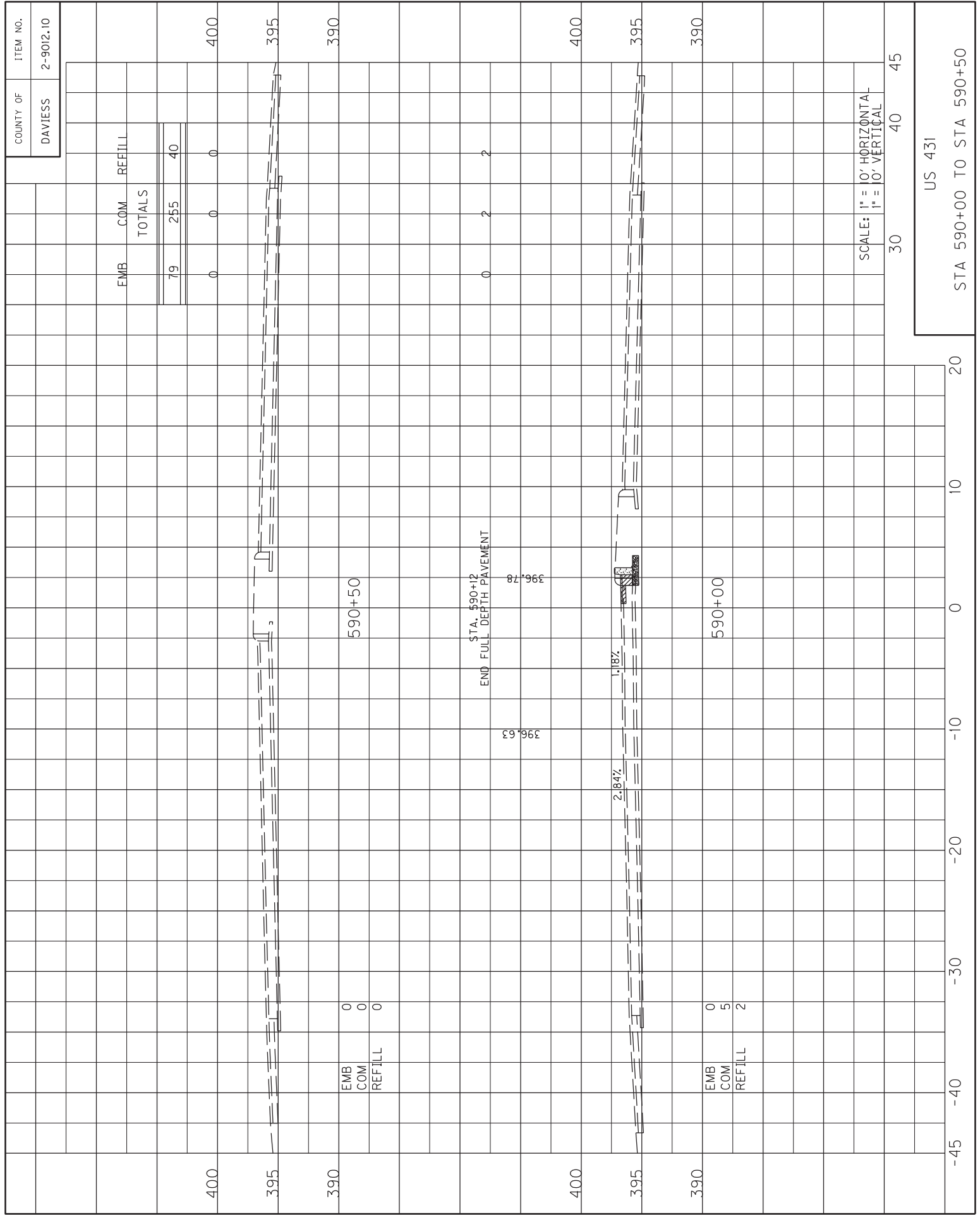
SCALE: 1" = 10' HORIZONTAL  
1" = 10' VERTICAL

30 40 45

-45 -40 -30 -20 -10 0 10 20

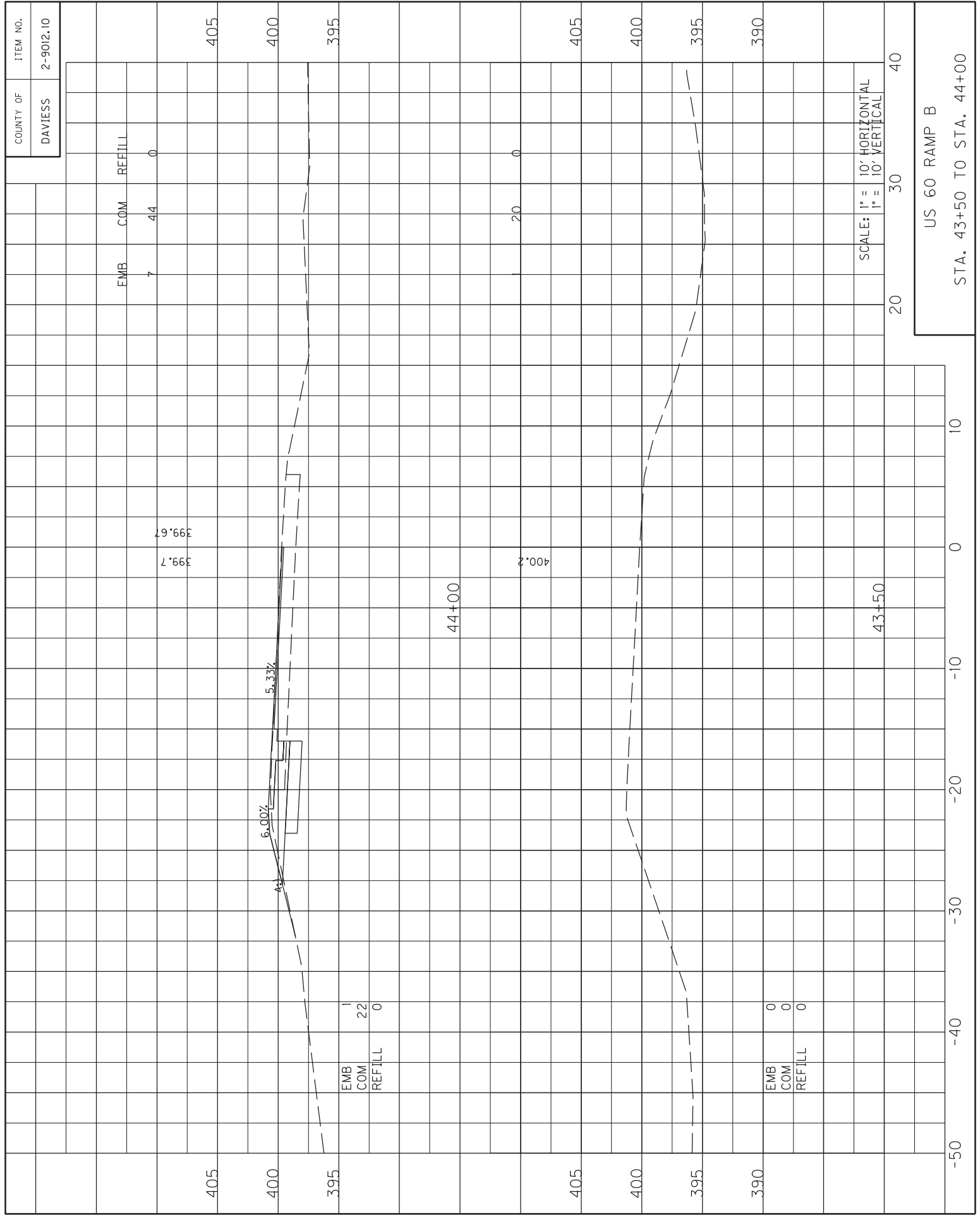


US431  
STA 589+00 TO STA 589+50

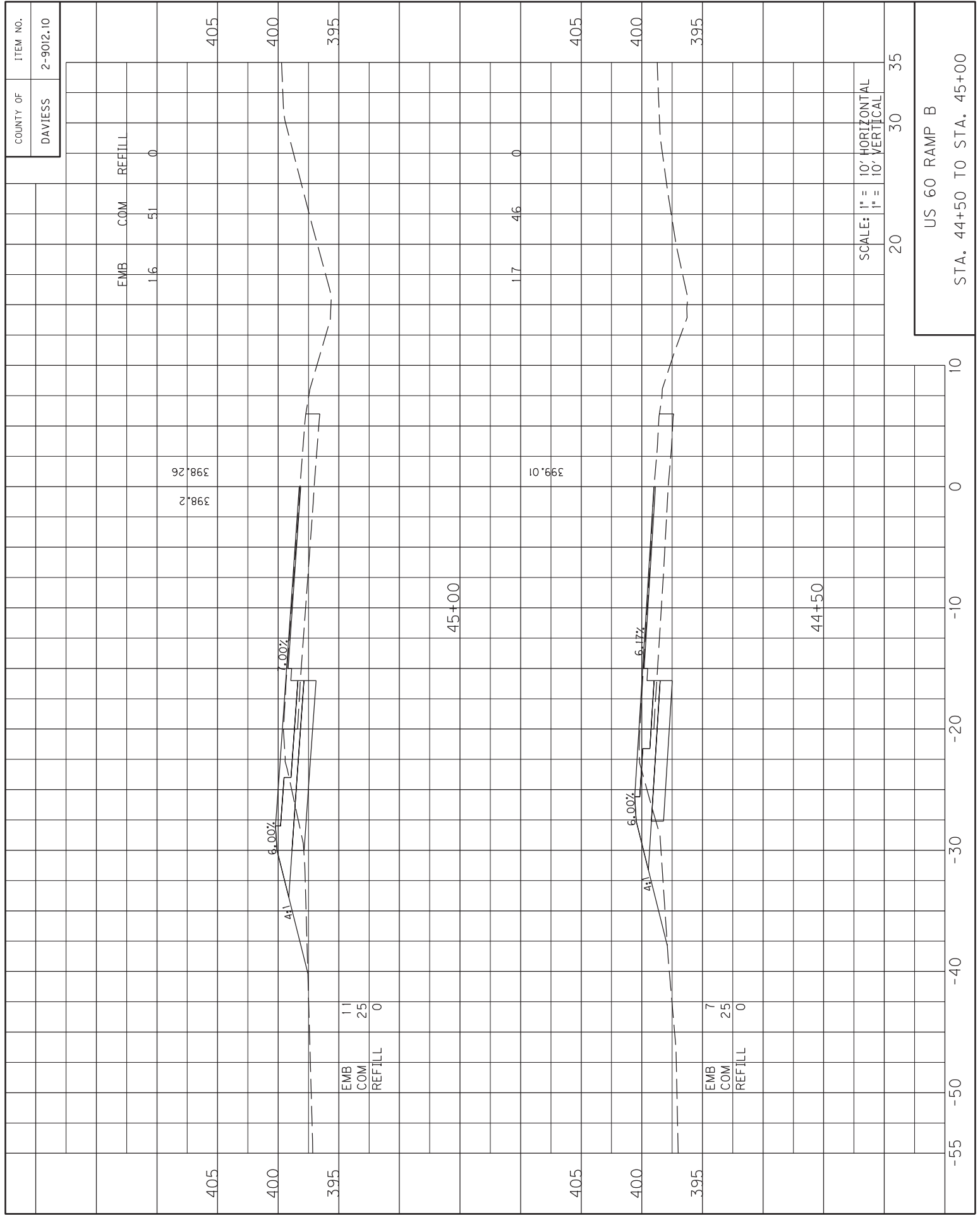


US 431  
STA 590+00 TO STA 590+50

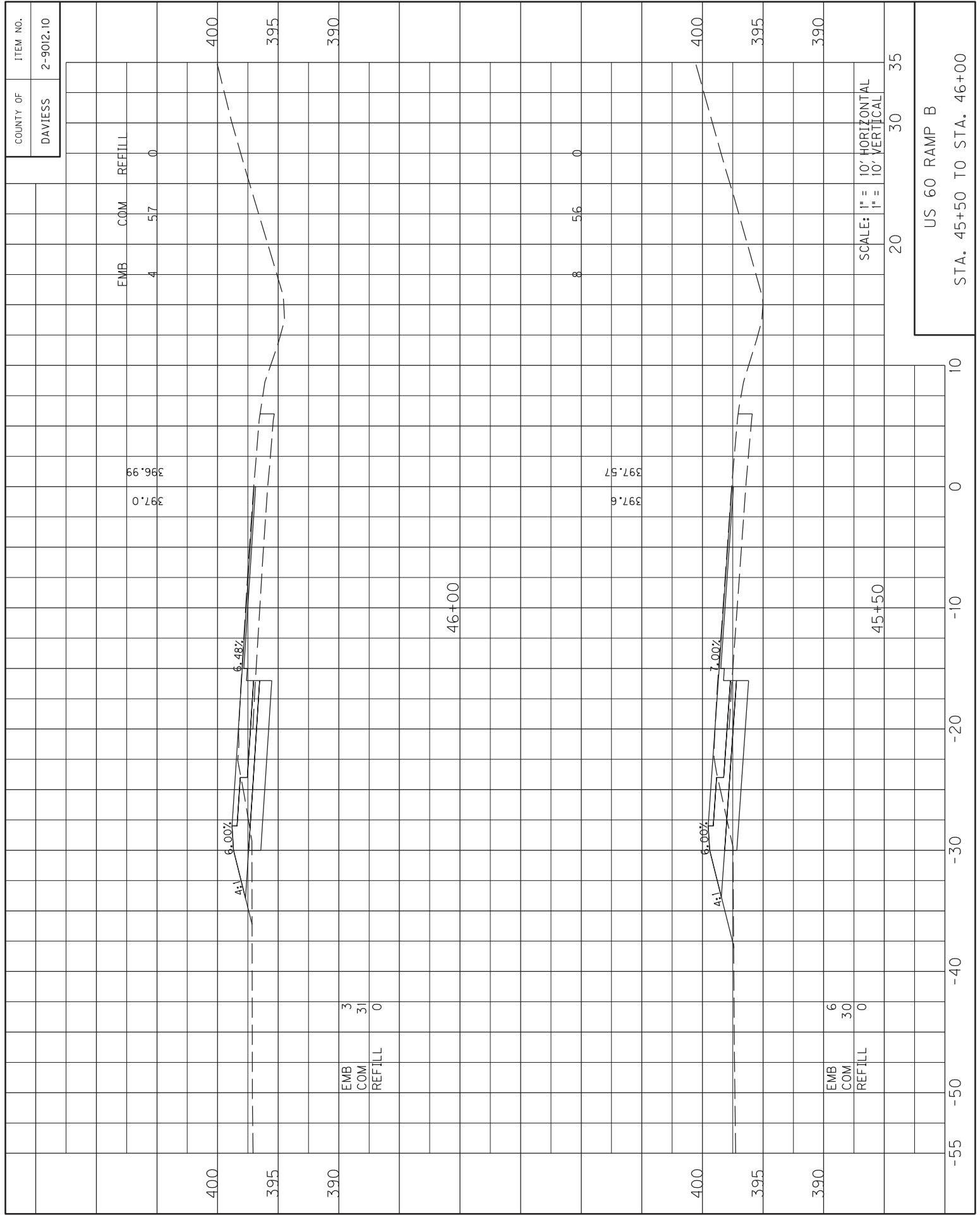


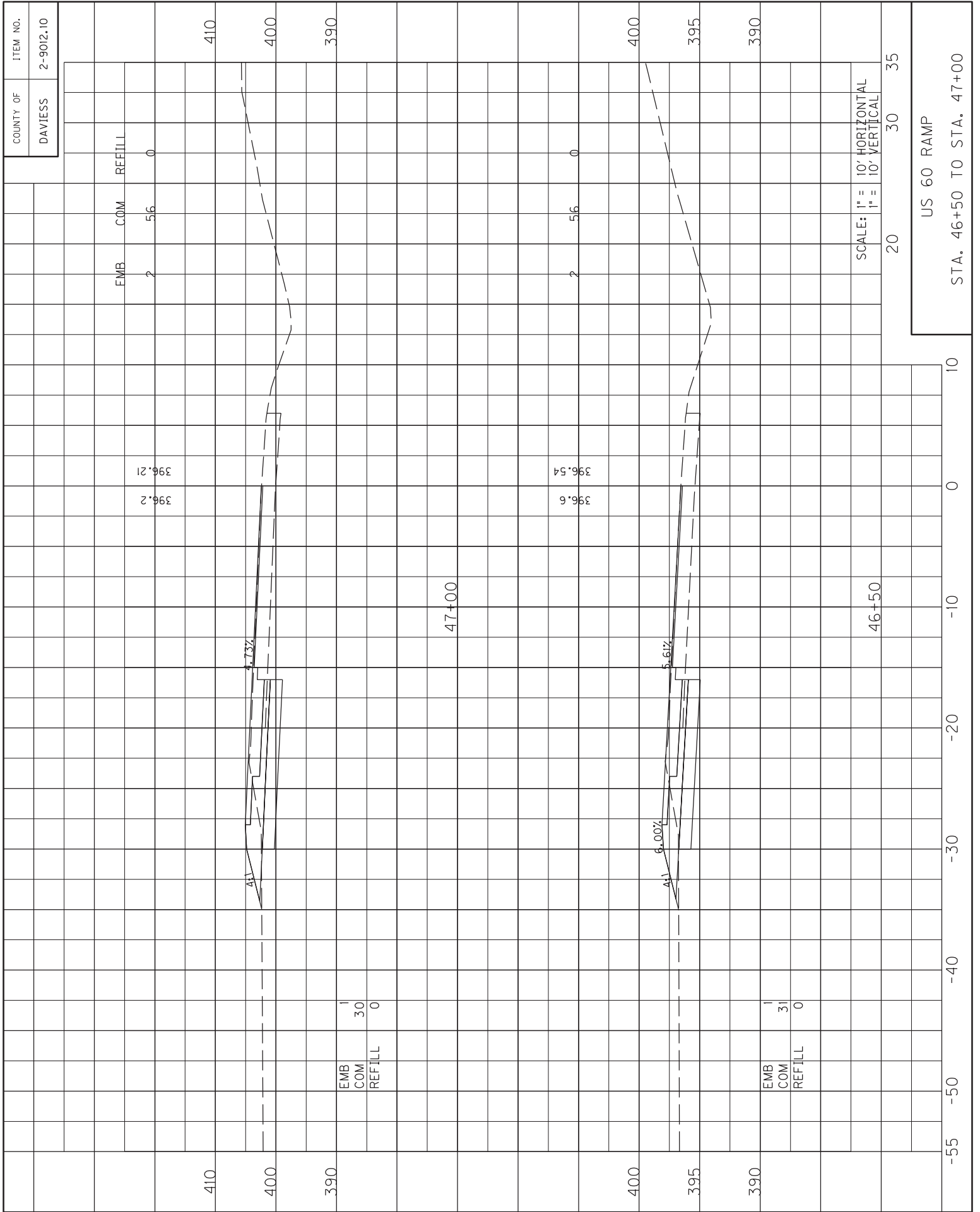


US 60 RAMP B  
STA. 43+50 TO STA. 44+00

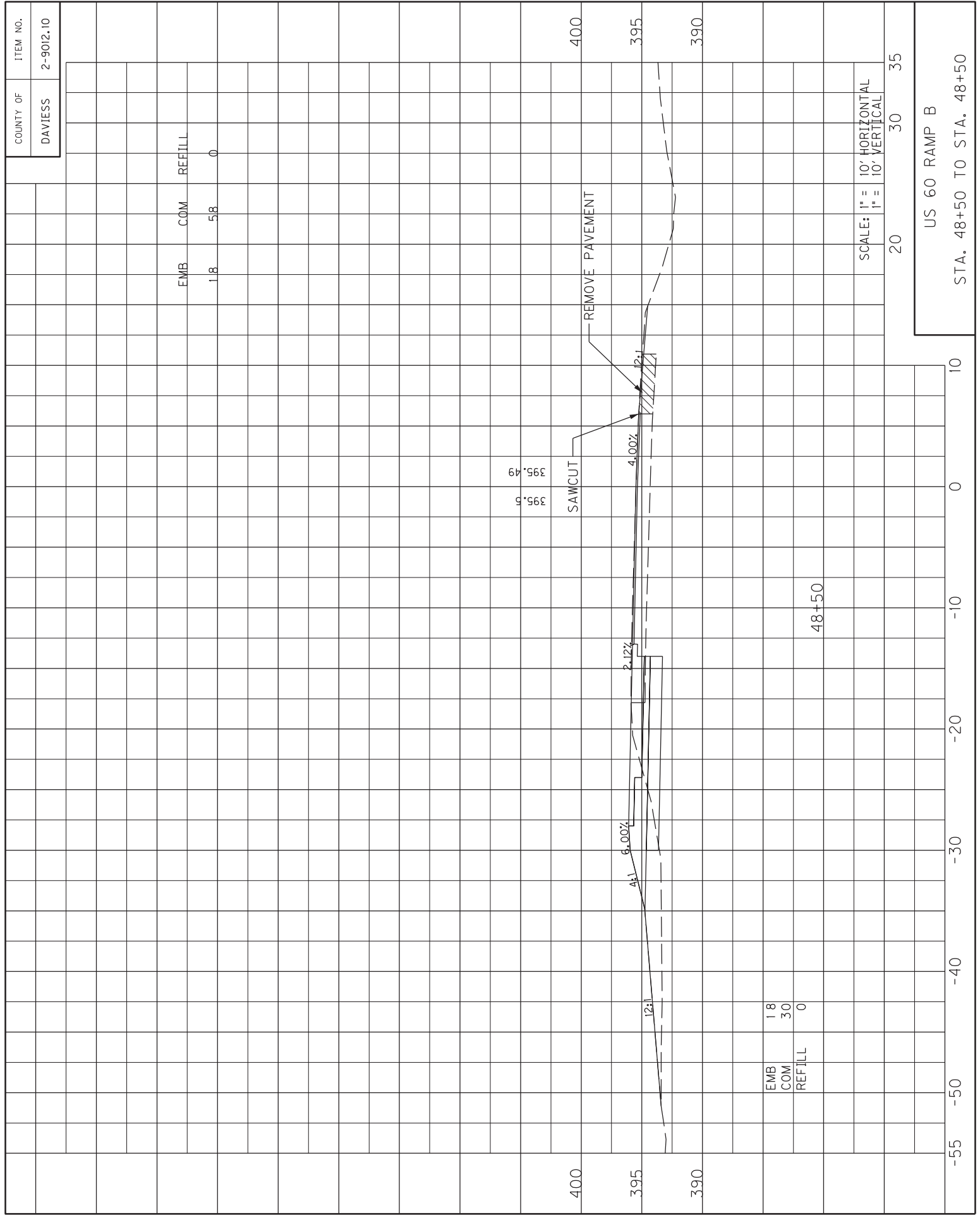


US 60 RAMP B  
 STA. 44+50 TO STA. 45+00









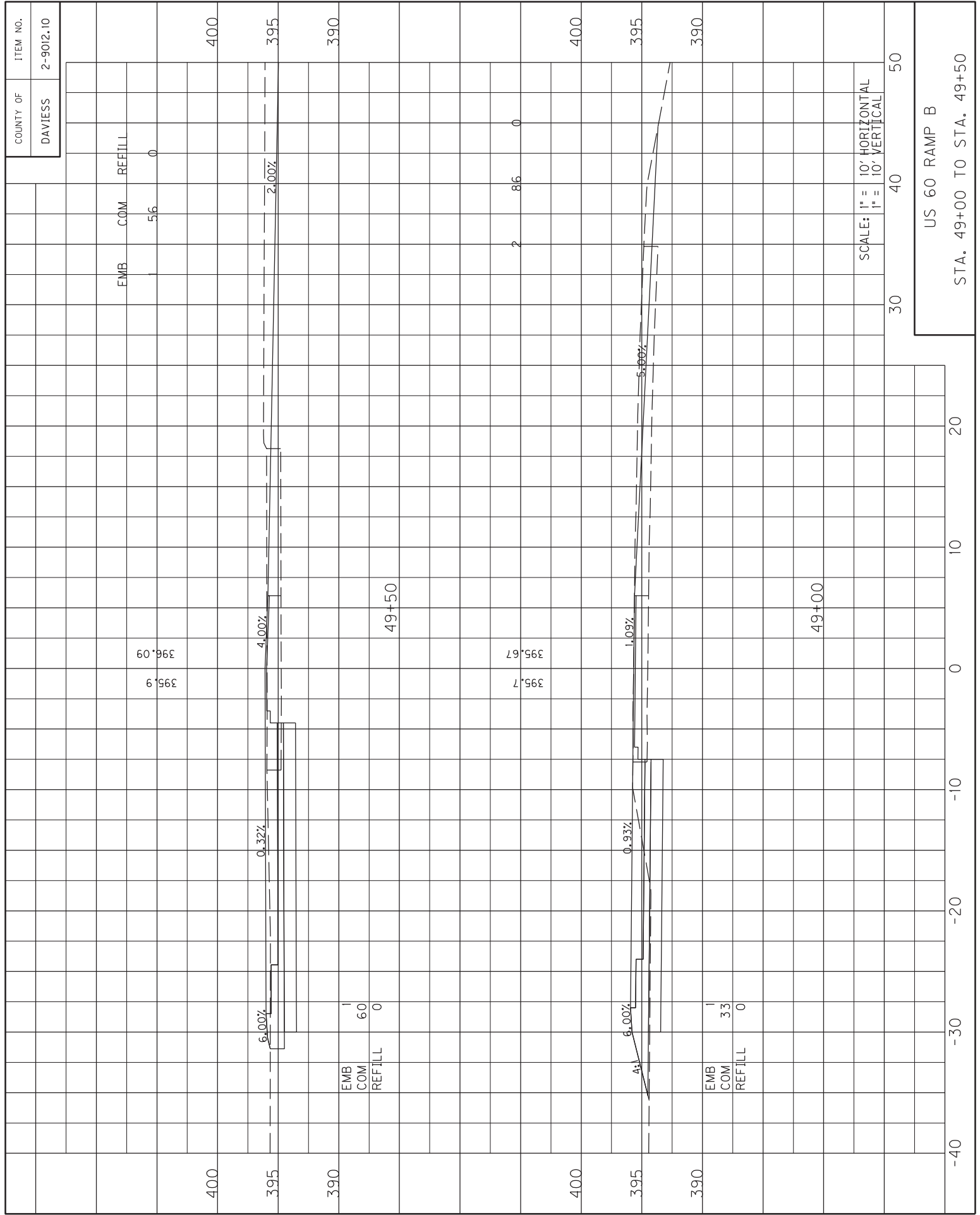
US 60 RAMP B  
 STA. 48+50 TO STA. 48+50

COUNTY OF	ITEM NO.
DAVISS	2-9012.10

EMB	COM	REFILL
1.8	58	0

EMB	1.8
COM	30
REFILL	0

SCALE: 1" = 10' HORIZONTAL  
 1" = 10' VERTICAL



SCALE: 1" = 10' HORIZONTAL  
 1" = 10' VERTICAL

US 60 RAMP B  
 STA. 49+00 TO STA. 49+50

Jeff Wolfe - Director

**DIVISION OF TRAFFIC OPERATIONS**  
**PROJECT MATERIALS RELEASE FORM**  
**FOR SIGNALS AND LIGHTING**

Phone (502) 564-3020  
FAX (502) 564-7759

**Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.**

Item Number: 2-9012.10  
County: Daviess  
Description: Fulton Drive at US 431

Signals		
8	T-02-0009	Siemens 3 Section Signal
8	T-02-0032	Siemen 3 section backplate
2	T-02-0033	Siemen 4 secton 12" signal (poly)
2	T-02-0043	Siemen 4-sec. straight signal backplate
2	T-02-0300	LED Module 12" red arrow
4	T-02-0310	LED Module 12" yellow arrow
2	T-02-0320	LED Module 12" green arrow
8	T-02-0330	LED Module 12" red ball
8	T-02-0340	LED Module 12" yellow ball
8	T-02-0350	LED Module 12" green ball

Electrical Contractor Name \_\_\_\_\_  
Electrical Contractor Supervisor \_\_\_\_\_  
Project Engineer \_\_\_\_\_

Contact number for Supervisor \_\_\_\_\_  
Contact number for Project Engineer \_\_\_\_\_

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project

Signature of Project Engineer or Designee \_\_\_\_\_



DIVISION OF TRAFFIC OPERATIONS

PROJECT MATERIALS RELEASE FORM  
FOR SIGNAL AND LIGHTING

Note: Email form with signatures to KYTC's warehouse (kim.stamper@ky.gov) at least two (2) days prior to arrival for pickup. Ensure Contractor's delivery driver has a copy of form with signatures. Failure to do either may result in long delays or refusal to distribute materials upon arrival.

Item Number: **2-9012.10**

County: **DAVISS**

Description: **US 60 BYPASS @ US 431**

Cabinets	Master code	
1	T-01-0600	Loop Detector, Model 222
<b>Signals</b>		
2	T-02-0009	Siemens 3 Section Signal
2	T-02-0032	Siemen 3 section backplate
2	T-02-0330	LED Module 12" red ball
2	T-02-0340	LED Module 12" yellow ball
2	T-02-0350	LED Module 12" green ball
<b>Special items</b>		
2	T-02-0640	Mast arm mount signal bracket (3 section)
1	T-02-0646	Mast Arm Dampers

**REQUIRED**

Electrical Contractor Name

Electrical Contractor Supervisor

Project Engineer

Project Engineer attests that the mentioned contractor is the actual electrical contractor on this project

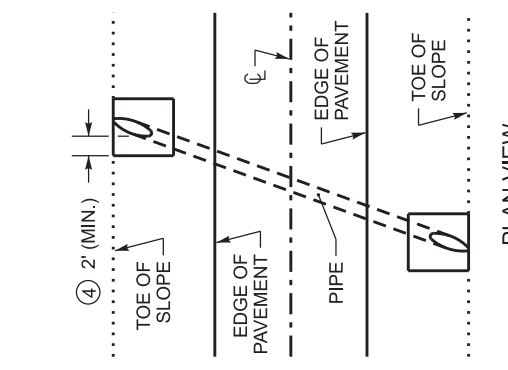
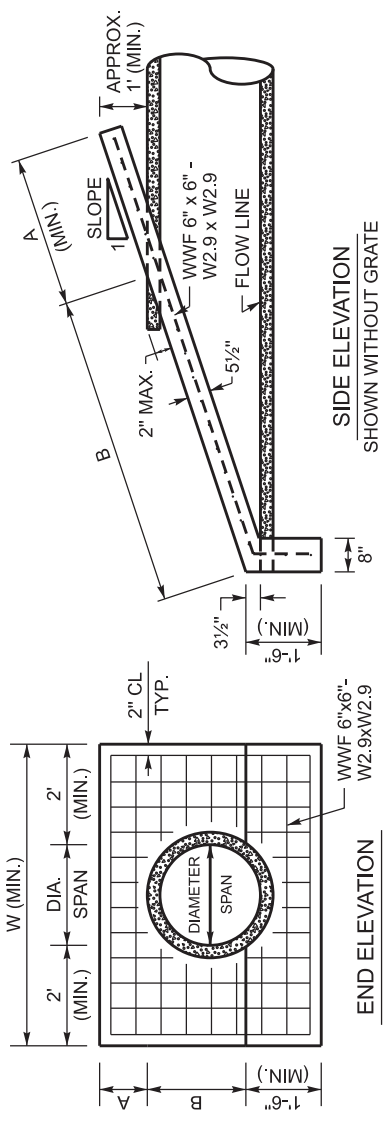
Signature of Project Engineer or Designee

Contact number for Supervisor

Contact number for Project Engineer

**~ NOTES ~**

1. FOR PIPES THAT RECEIVE THE SLOPED & MITERED CONCRETE HEADWALL, THE PIPE LENGTH SHALL BE MEASURED TO THE FURTHEST POINT ALONG THE MITERED END OF THE PIPE.
2. THE EMBANKMENT FILL MATERIAL IS TO BE PLACED, COMPACTED, AND GRADED AROUND THE PIPE BEFORE THE CONCRETE SLOPE PAVING IS PLACED. THE INTENT IS FOR THE SLOPED & MITERED HEADWALL TO MATCH THE FINAL EMBANKMENT SLOPE.
3. THE PIPE SHALL BE MITERED AFTER THE CONCRETE SLOPE PAVING HAS BEEN PLACED AND SUFFICIENTLY CURED. THE PIPE SHOULD BE MITERED AS CLOSE TO FLUSH WITH THE SLOPE PAVING AS POSSIBLE, AND NO HIGHER THAN 2" ABOVE THE SLOPE PAVING. HAND FINISHING AND/OR CUTTING MAY BE NECESSARY.
- ④ WHEN THE PIPE IS ON A SKEW, INSTALL THE HEADWALL AND MITER THE PIPE SO THAT THE CONCRETE SLOPE PAVING IS PERPENDICULAR TO THE ROADWAY. FOR HEADWALLS ON SKEWED PIPES, THE HEADWALL WIDTH, W, SHALL BE WIDENED, AS NEEDED, SO THAT THE OUTSIDE EDGE OF THE CONCRETE SLOPE PAVING IS A MINIMUM OF 2' FROM THE OUTER MOST EDGE OF THE PIPE.
5. THE DIMENSION 'A' IS BASED ON THE FINAL GRADED SLOPE. THE DIMENSION 'B' IS BASED ON CIRCULAR REINFORCED CONCRETE PIPE AT 0° SKEW FOR THE LISTED SLOPE. THE DIMENSION 'W' IS BASED ON THE DIAMETER, OR SPAN, OF THE PIPE. THE FINAL HEADWALL DIMENSIONS AND CONCRETE QUANTITIES MAY VARY BASED ON THE FINAL GRADED SLOPE, PIPE SKEW, AND/OR TYPE OF PIPE.
6. WOVEN WIRE REINFORCEMENT (WWF 6"x6" - W2.9xW2.9) IS REQUIRED FOR THE SLOPE PAVING AND TOE WALL. UTILIZE 2" CLEARANCE FROM ALL EDGES.
7. DIMENSIONS AND CONCRETE QUANTITIES SHOWN ARE FOR ONE (1) HEADWALL, INSTALLED ON A PIPE WITH SKEW = 0°.
8. AFTER THE PIPE HAS BEEN MITERED, ANCHOR THE PIPE TO THE CONCRETE SLOPE PAVING BY CORE DRILLING AND INSTALLING 1/2" DIAMETER x 7" LENGTH STEEL WEDGE ANCHORS (3" MINIMUM EMBEDMENT) ON 18" CENTERS ALONG THE SIDES OF THE PIPE. HOLE SIZE & DEPTH, TORQUE, & INSTALLATION PROCEDURES PER RECOMMENDATION OF ANCHOR MANUFACTURE. NOTE: STEEL WEDGE ANCHORS ARE NOT REQUIRED FOR REINFORCED CONCRETE PIPE.
- ⑨ THE FOLLOWING SITUATIONS REQUIRE A HEADWALL WITH A GRATE:  
-24" DIAMETER PIPE ON GREATER THAN 30° SKEW  
-30" DIAMETER PIPE ON GREATER THAN 15° SKEW  
-PIPE WITH GREATER THAN 30" DIAMETER.  
-ELLIPTICAL PIPE GREATER THAN 24" EQUIVALENT DIAMETER  
SEE SHEET 2 FOR GRATE DETAILS
10. ALL BOLTS AND HARDWARE SHALL BE RUST RESISTANT. ZINC PLATED, STAINLESS STEEL, OR STEEL THAT HAS BEEN GALVANIZED IN ACCORDANCE WITH AASHTO M 232.



**ISOMETRIC VIEW**  
SHOWN WITH WOVEN WIRE REINFORCEMENT AND WEDGE ANCHORS

**ISOMETRIC VIEW**  
SHOWN WITH WOVEN WIRE REINFORCEMENT AND WEDGE ANCHORS

④ 2' (MIN.)

TOE OF SLOPE

EDGE OF PAVEMENT

PIPE

EDGE OF PAVEMENT

TOE OF SLOPE

**PLAN VIEW**  
SHOWN WHEN THE PIPE IS ON A SKEW ④

**ISOMETRIC VIEW**  
SHOWN WITH WOVEN WIRE REINFORCEMENT AND WEDGE ANCHORS

④ 2' (MIN.)

TOE OF SLOPE

EDGE OF PAVEMENT

PIPE

EDGE OF PAVEMENT

TOE OF SLOPE

**PLAN VIEW**  
SHOWN WHEN THE PIPE IS ON A SKEW ④

**DIMENSIONS AND CONCRETE QUANTITIES (FOR PIPE WITH SKEW = 0°) ④**

PIPE SIZE	3:1 SLOPE			4:1 SLOPE			6:1 SLOPE			GRATE REQUIRED	
	A	B	W	A	B	W	A	B	W		
15"	3'	3'-7 1/2"	5'-3"	4'	4'-8 3/4"	5'-3"	6'	6'-11 1/4"	5'-3"	1.35	NO
18"	3'	4'-5 3/4"	5'-6"	4'	5'-10"	5'-6"	6'	8'-7 1/4"	5'-6"	1.54	NO
24"	3'	6'-2 1/2"	6'-0"	4'	8'-1"	6'-0"	6'	11'-11"	6'-0"	1.93	SEE ⑨
30"	3'	7'-10 3/4"	6'-6"	4'	10'-3 3/4"	6'-6"	6'	15'-2 1/2"	6'-6"	2.35	SEE ⑨

\*\*DIMENSIONS AND CONCRETE QUANTITIES ARE APPROXIMATE AND LISTED FOR INFORMATIONAL PURPOSES ONLY\*\*

BID ITEM AND UNIT TO BID FOR PIPES BETWEEN 15 - 42 INCHES: SLOPED & MITERED HEADWALL - \_ IN

BID ITEM AND UNIT TO BID FOR PIPES LARGER THAN 42 INCHES: HEADWALL (SLOPED & MITERED FOR \_ INCH PIPE) EACH

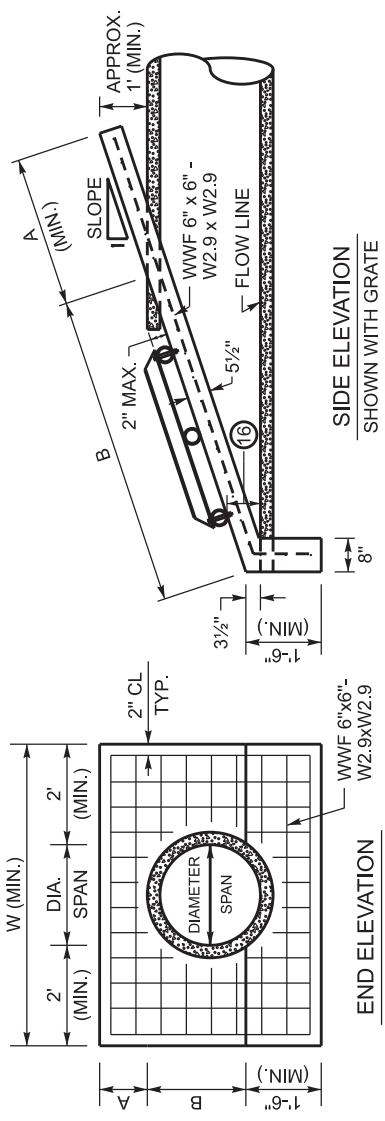
NOT TO SCALE

**KENTUCKY**

**DEPARTMENT OF HIGHWAYS**

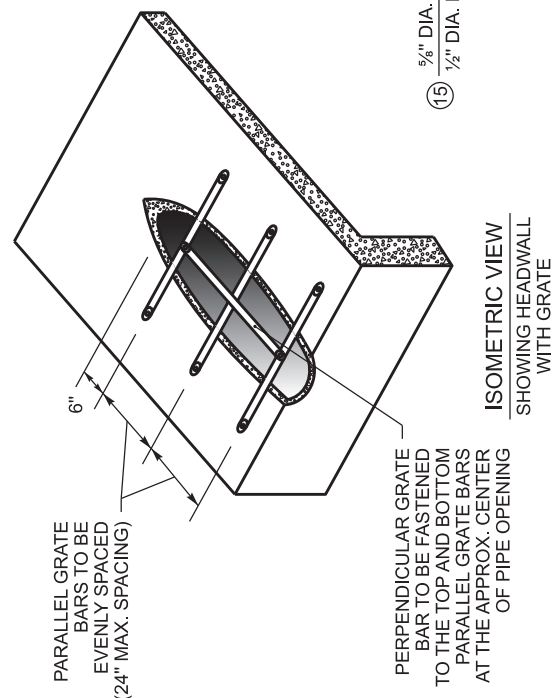
**SLOPED & MITERED CONCRETE HEADWALL (SHEET 1 OF 2)**

SEE SHEET 2 FOR DIMENSIONS OF HEADWALLS FOR PIPE OVER 30" DIAMETER



**END ELEVATION**  
SHOWN WITH WOVEN  
WIRE REINFORCEMENT

**SIDE ELEVATION**  
SHOWN WITH GRATE

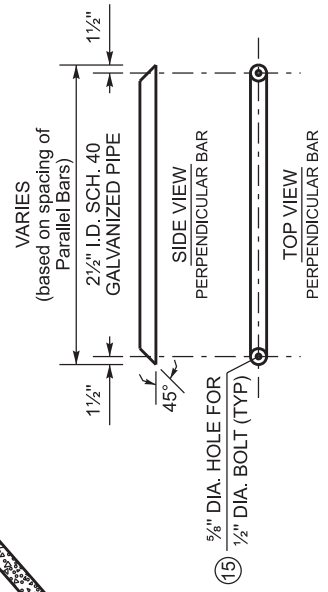
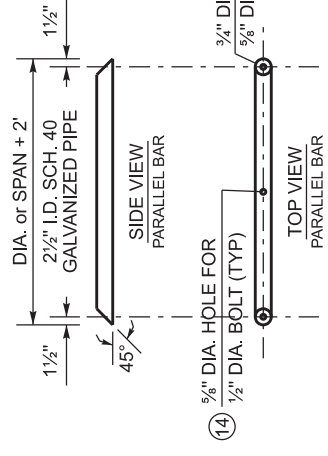


**ISOMETRIC VIEW**  
SHOWING HEADWALL  
WITH GRATE

PARALLEL GRATE  
BARS TO BE  
EVENLY SPACED  
(24" MAX. SPACING)

PERPENDICULAR GRATE  
BAR TO BE FASTENED  
TO THE TOP AND BOTTOM  
PARALLEL GRATE BARS  
AT THE APPROX. CENTER  
OF PIPE OPENING

- ~ NOTES ~**
- SEE SHEET 1 FOR NOTES 1 THRU 8
- THE FOLLOWING SITUATIONS REQUIRE A HEADWALL WITH A GRATE:
- 9. -24" DIAMETER PIPE ON GREATER THAN 30° SKEW
  - 30" DIAMETER PIPE ON GREATER THAN 15° SKEW
  - PIPE WITH GREATER THAN 30" DIAMETER.
  - ELLIPTICAL PIPE GREATER THAN 24" EQUIVALENT DIAMETER
- ALL BOLTS AND HARDWARE SHALL BE RUST RESISTANT.  
ZINC PLATED, STAINLESS STEEL, OR STEEL THAT HAS BEEN GALVANIZED IN ACCORDANCE WITH AASHTO M 232.
- THE PIPE USED TO CONSTRUCT THE GRATE SHALL BE STEEL, SCHEDULE 40, CONFORMING TO ASTM A53, AND GALVANIZED IN ACCORDANCE WITH AASHTO M 111 AFTER FABRICATION.
- ANY RAW METAL EXPOSED BY FIELD CUTTING AND/OR DRILLING SHALL BE TREATED WITH A COLD GALVANIZING COMPOUND.
- FASTEN PARALLEL BARS TO HEADWALL WITH 5/8" DIA. x 4 1/2" LENGTH STEEL WEDGE ANCHORS, MINIMUM EMBEDMENT = 2 3/4" HOLE SIZE AND DEPTH, TORQUE, & INSTALLATION PROCEDURES PER RECOMMENDATION OF ANCHOR MANUFACTURE.
- CENTER BOLT HOLE SHALL ONLY BE DRILLED IN THE TOP AND BOTTOM PARALLEL BARS.
- FASTEN THE PERPENDICULAR BAR TO THE TOP AND BOTTOM PARALLEL BARS WITH 1/2" DIA. x 4" LENGTH HEX HEAD BOLTS, HEX HEAD NUTS, & FLAT WASHERS.
- THE BOTTOM PARALLEL BAR IS TO BE PLACED SO THAT IT IS APPROX. 6" ABOVE THE FLOWLINE OF THE PIPE.



**PIPE FOR GRATE DETAILS**

SEE NOTE 9 TO DETERMINE  
IF GRATE IS REQUIRED

**DIMENSIONS AND CONCRETE QUANTITIES (FOR PIPE WITH SKEW = 0°)**

PIPE SIZE	3:1 SLOPE			4:1 SLOPE			6:1 SLOPE			GRATE REQUIRED	
	A	B	W	A	B	W	A	B	W		
36"	3'	9'-7 1/2"	7'-0"	4'	12'-6 1/2"	7'-0"	6'	18'-6"	7'-0"	2.80	YES
42"	3'	11'-4"	7'-6"	4'	14'-9 1/4"	7'-6"	6'	21'-9 1/2"	7'-6"	3.27	YES
48"	3'	12'-11"	8'-0"	4'	16'-10"	8'-0"	6'	24'-10"	8'-0"	3.33	YES

CU. YDS. CONCRETE

\*\*DIMENSIONS AND CONCRETE QUANTITIES ARE APPROXIMATE AND LISTED FOR INFORMATIONAL PURPOSES ONLY\*\*

BID ITEM AND UNIT TO BID FOR PIPES BETWEEN 15 - 42 INCHES: SLOPED & MITERED HEADWALL - \_ IN

BID ITEM AND UNIT TO BID FOR PIPES LARGER THAN 42 INCHES: HEADWALL (SLOPED & MITERED FOR \_ INCH PIPE)

EACH  
EACH

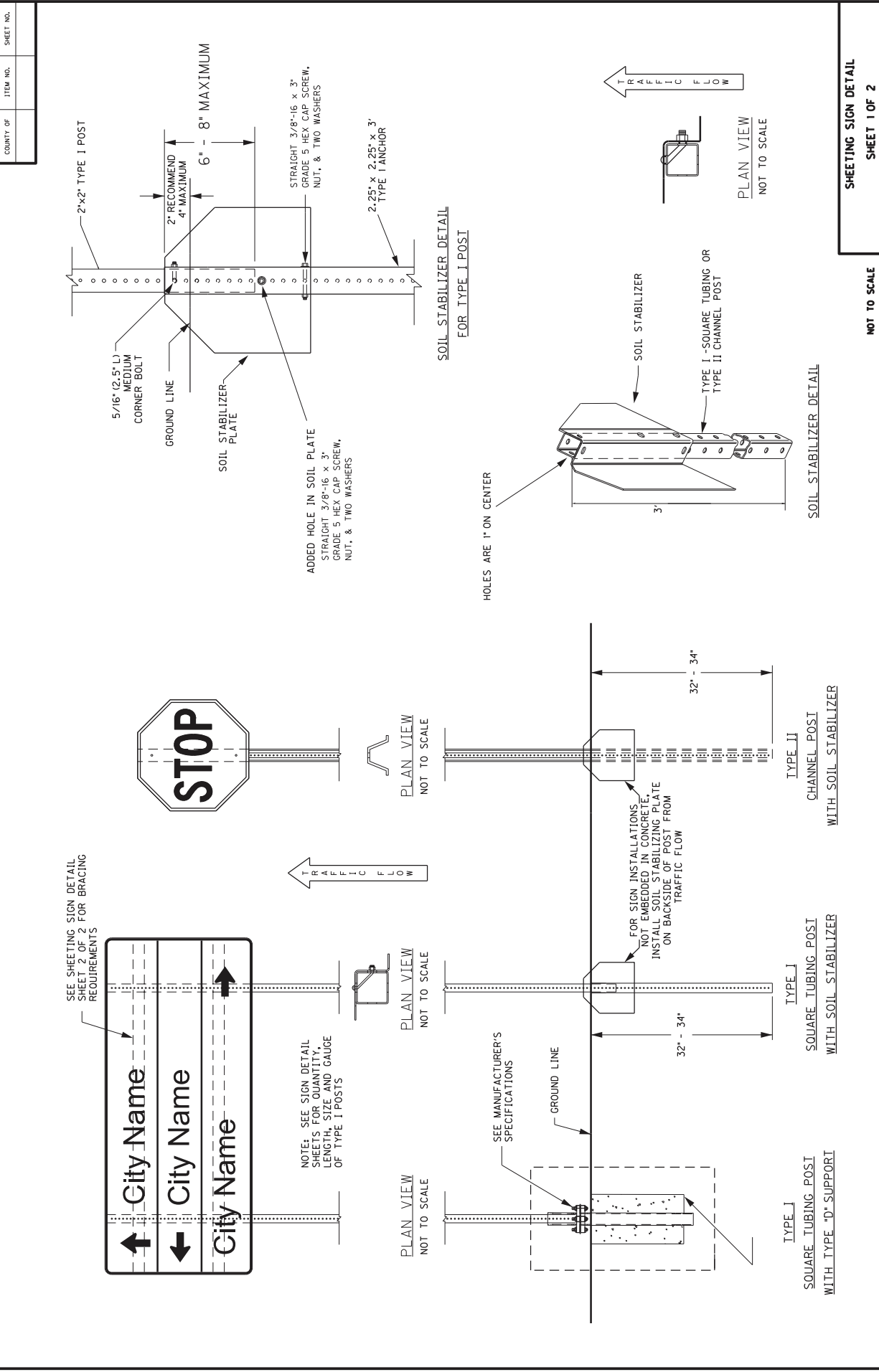
NOT TO SCALE

**KENTUCKY**  
**DEPARTMENT OF HIGHWAYS**

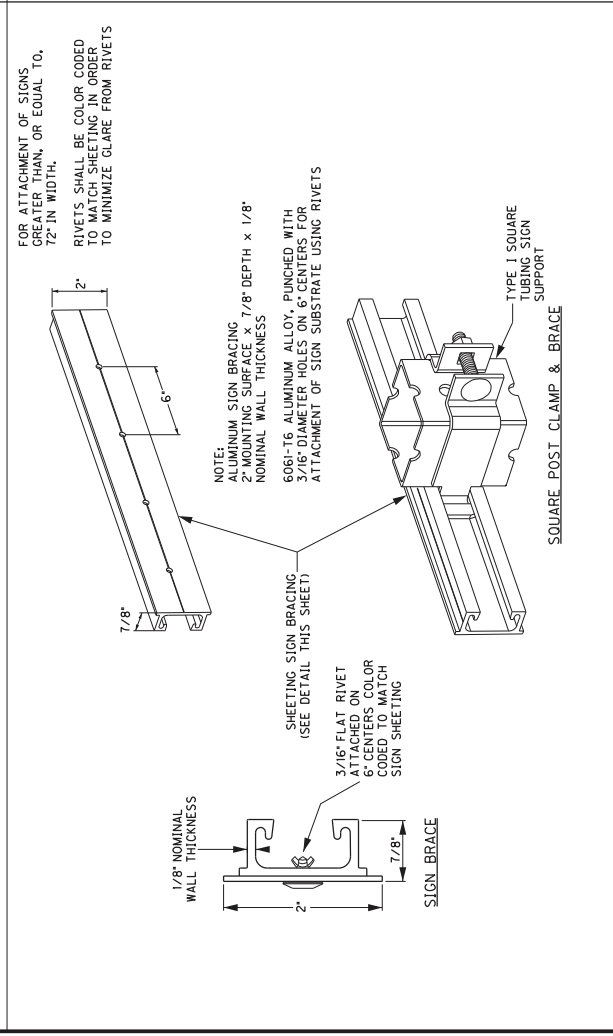
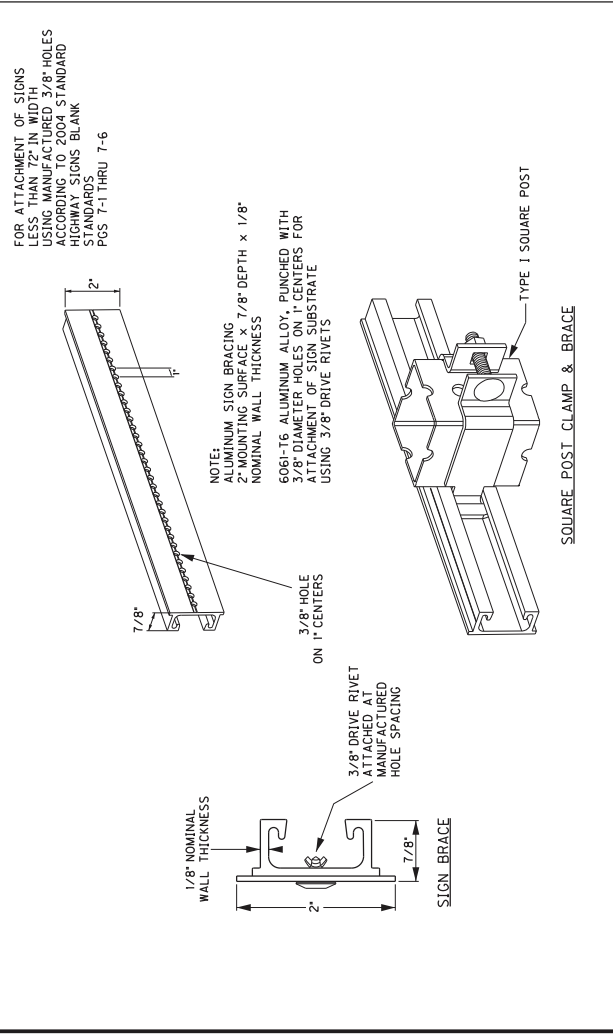
**SLOPED & MITERED  
CONCRETE HEADWALL  
(SHEET 2 OF 2)**

SEE SHEET 1 FOR  
DIMENSIONS OF  
HEADWALLS FOR PIPE  
30" DIAMETER & LESS

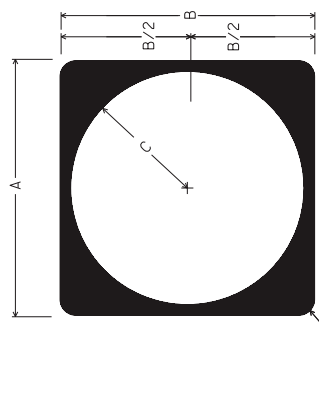
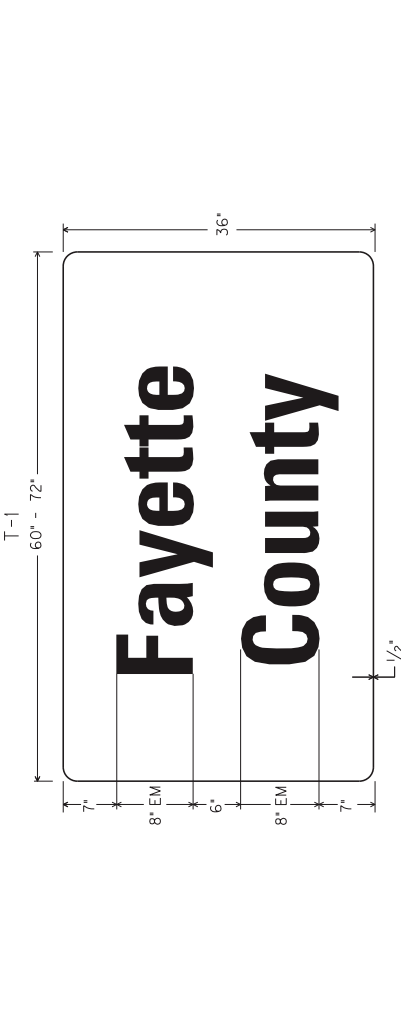
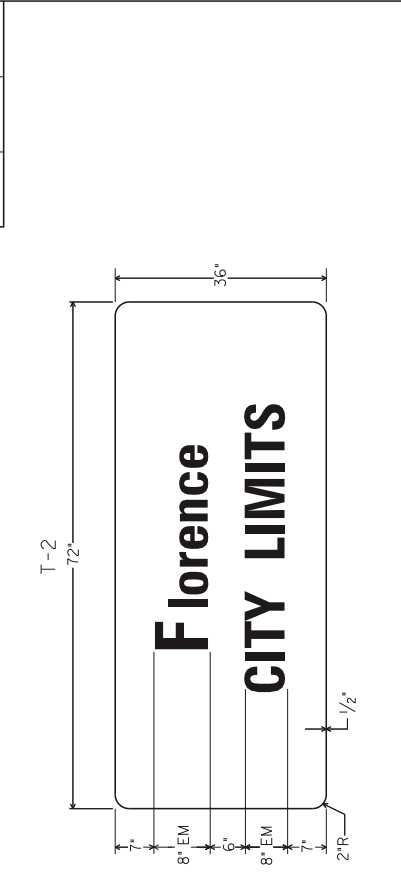




COUNTY OF	ITEM NO.	SHEET NO.

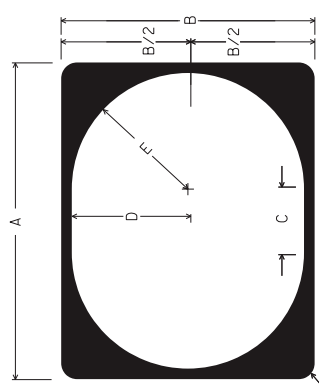


COUNTY OF	ITEM NO.	SHEET NO.



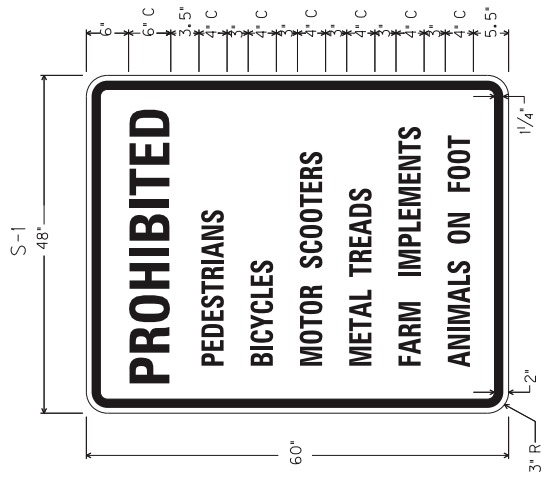
MI-5 (1 OR 2 DIGIT)

	A	B	C	FONT
CONVENTIONAL	24"	24"	11"	12D
EXPRESSWAY/ FREEWAY	36"	36"	17"	18D



MI-5 (3 OR 4 DIGIT)

	A	B	C	D	E	FONT
			3 DIGIT		4 DIGIT	
CONVENTIONAL	30"	24"	6"	11"	11"	12D 12B
EXPRESSWAY/ FREEWAY	45"	36"	9"	16.5"	16.5"	18D 18B



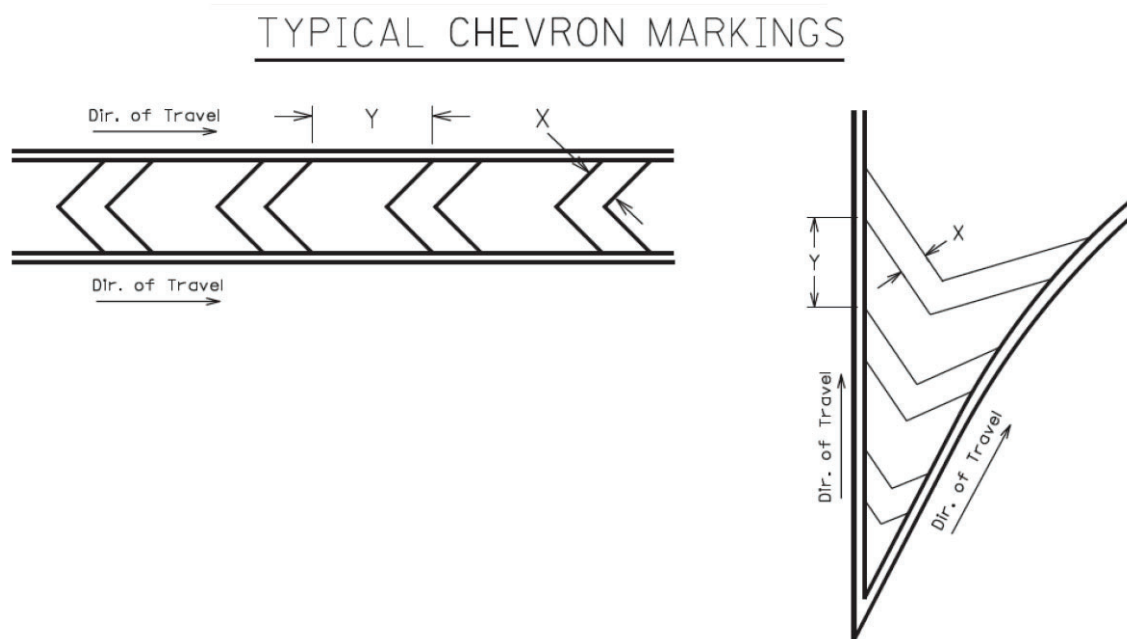
NOTE: EXPRESSWAY/FREEWAY DEFINED AS A DIVIDED HIGHWAY WITH PARTIAL OR FULL CONTROL OF ACCESS

NOTE: FOR ROUTE MARKERS, IF NECESSARY, ADJUSTMENTS TO THE DIGIT LAYOUT AND/OR FONT TYPE MAY BE MADE TO ENSURE VISUAL ACUITY

NOT TO SCALE

TYPICAL SIGNS

**CHEVRON PAVEMENT MARKINGS DETAIL**



The chevron 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 chevron 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 chevron pavement markings as necessary so that a minimum of three (3) chevron 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 Chevron Pavement Markings in Square Feet. The Department will NOT measure overlaps or the void space between the chevrons. See Section 717.04 for additional measurement information.

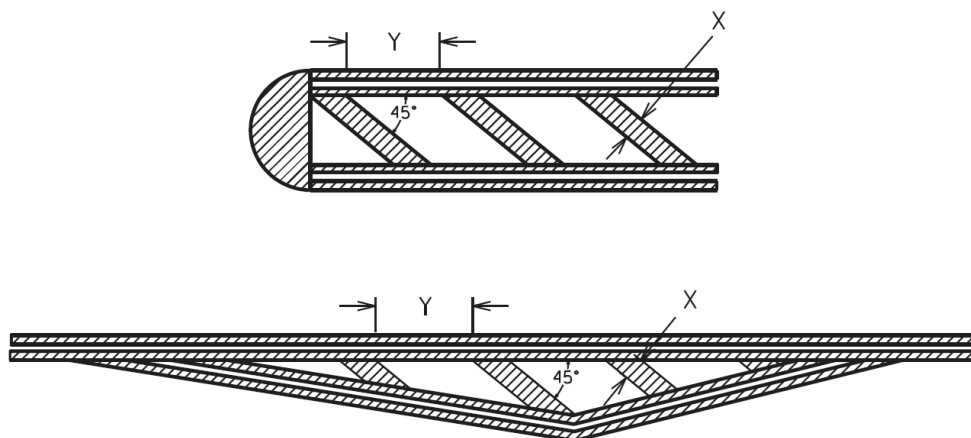
When listed as a bid item, the Department will make payment for the completed and accepted quantities of Chevron Pavement Markings under the following:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24679ED	Pave Mark Thermo Chevron	Square Foot
26166ES717	Pave Mark TY 1 Tape Chevron	Square Foot



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

**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 2020*.

## **SUPPLEMENTAL SPECIFICATIONS**

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

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

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

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

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

#### **2.0 MATERIALS.**

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

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

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

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

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

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

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

**2.3 Power.**

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

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

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

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

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

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

11

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

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

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

Effective June 15, 2012

### 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:

<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

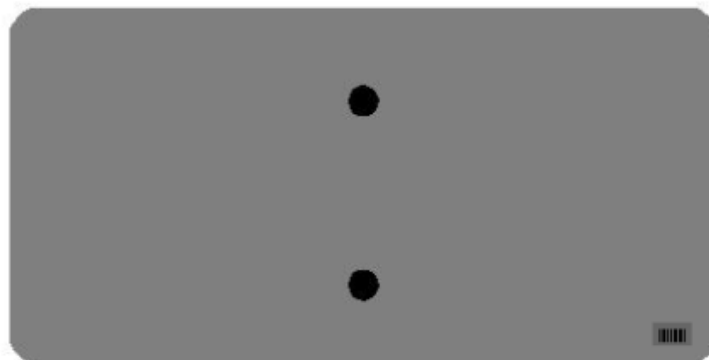
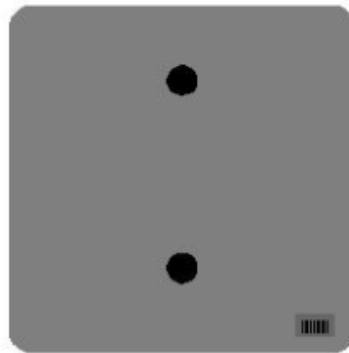
The Department will not make payment for this item until all barcodes are installed and sign inventory is complete on every permanent sign installed on the project. The Department will make payment for installation of the permanent sign in accordance to Section 715. The Department will consider payment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



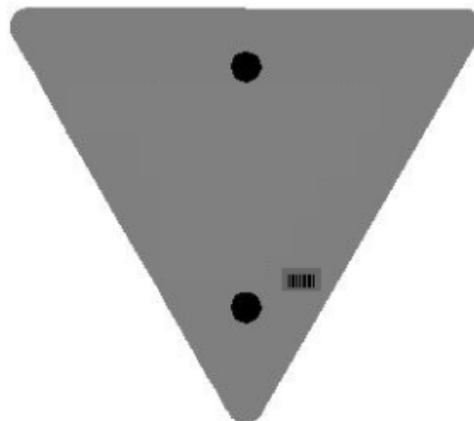
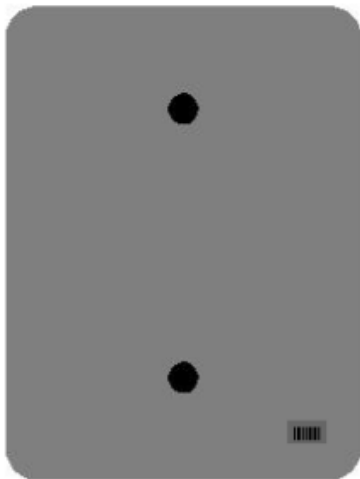
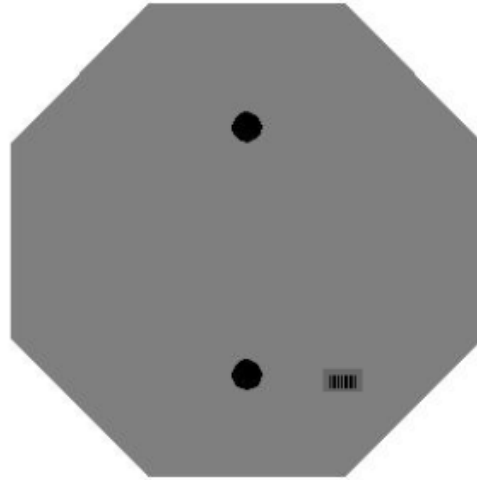
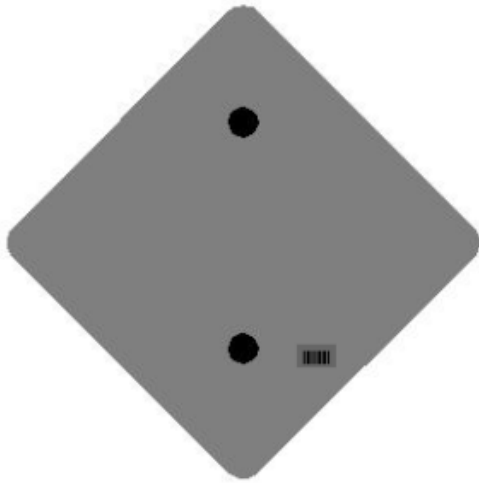
### One Sign Post



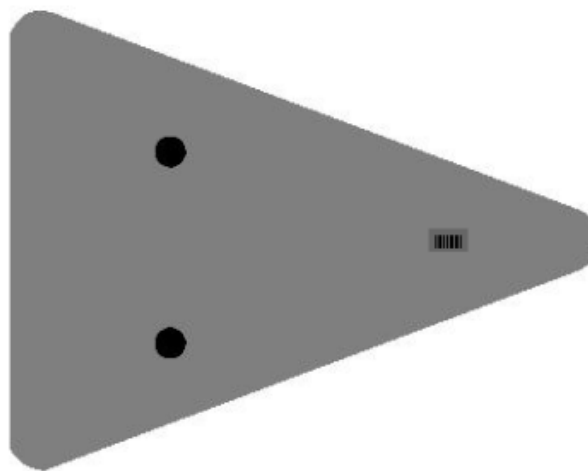
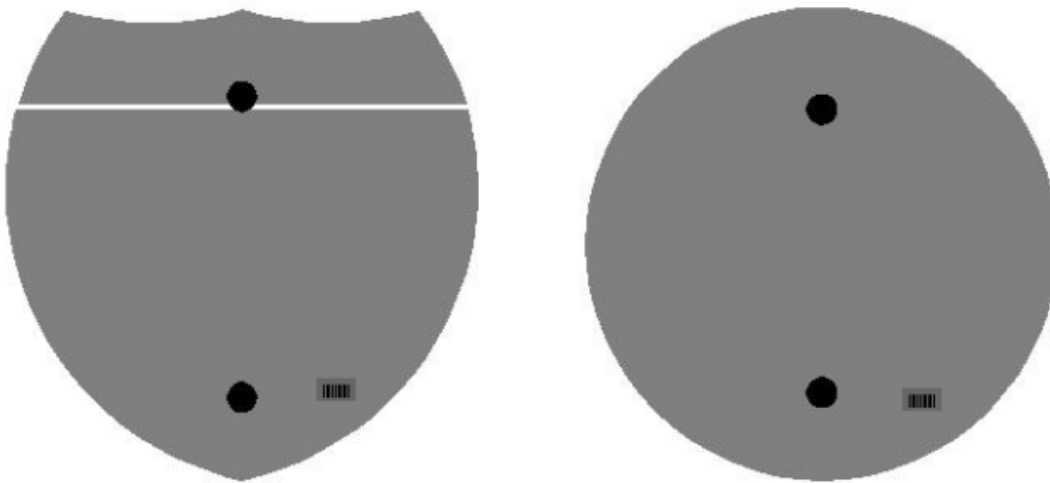
↑  
2" Wide Post



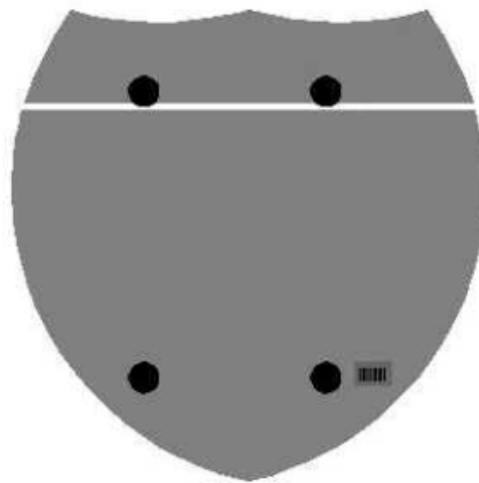
### One Sign Post



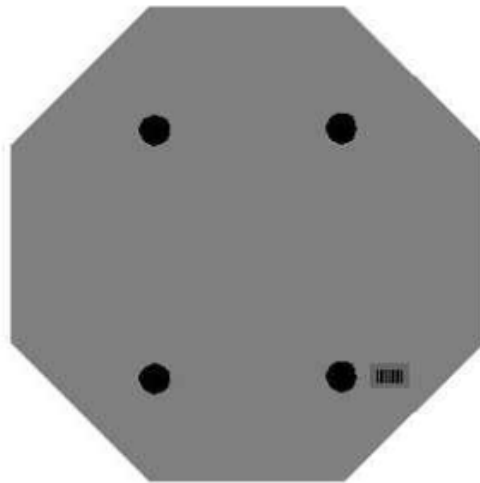
### One Sign Post



### Double Sign Post



Interstate  
Shield

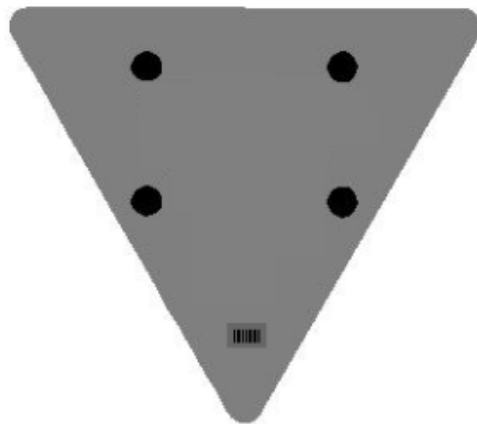


48" Stop

### 2 Post Signs



↑  
2" Wide Post



**SPECIAL NOTE FOR LONGITUDINAL PAVEMENT JOINT ADHESIVE**

1. DESCRIPTION. This specification covers the requirements and practices for applying an asphalt adhesive material to the longitudinal joint of the surface course of an asphalt pavement. Apply the adhesive to the face of longitudinal joint between driving lanes for the first lane paved. Then, place and compact the adjacent lane against the treated face to produce a strong, durable, waterproof longitudinal joint.
2. MATERIALS, EQUIPMENT, AND PERSONNEL.

2.1 Joint Adhesive. Provide material conforming to Subsection 2.1.1.

2.1.1 Provide an adhesive conforming to the following requirements:

Property	Specification	Test Procedure
Viscosity, 400 ° F (Pa·s)	4.0 – 10.0	ASTM D 4402
Cone Penetration, 77 ° F	60 – 100	ASTM D 5329
Flow, 140 ° F (mm)	5.0 max.	ASTM D 5329
Resilience, 77 ° F (%)	30 min.	ASTM D 5329
Ductility, 77 ° F (cm)	30.0 min.	ASTM D 113
Ductility, 39 ° F (cm)	30.0 min.	ASTM D 113
Tensile Adhesion, 77 ° F (%)	500 min.	ASTM D 5329, Type II
Softening Point, ° F	171 min.	AASHTO T 53
Asphalt Compatibility	Pass	ASTM D 5329

Ensure the temperature of the pavement joint adhesive is between 380 and 410 °F when the material is extruded in a 0.125-inch-thick band over the entire face of the longitudinal joint.

2.2. Equipment.

2.2.1 Melter Kettle. Provide an oil-jacketed, double-boiler, melter kettle equipped with any needed agitation and recirculating systems.

2.2.2 Applicator System. Provide a pressure-feed-wand applicator system with an applicator shoe attached.

2.3 Personnel. Ensure a technical representative from the manufacturer of the pavement joint adhesive is present during the initial construction activities and available upon the request of the Engineer.

3. CONSTRUCTION.

3.1 Surface Preparation. Prior to the application of the pavement joint adhesive, ensure the face of the longitudinal joint is thoroughly dry and free from dust or any other debris that would inhibit adhesion. Clean the joint face by the use of compressed air.

Ensure this preparation process occurs shortly before application to prevent the return of debris on the joint face.

3.2 Pavement Joint Adhesive Application. Ensure the ambient temperature is a minimum of 40 ° F during the application of the pavement joint adhesive. Prior to applying the adhesive, demonstrate competence in applying the adhesive according to this note to the satisfaction of the Engineer. Heat the adhesive in the melter kettle to the specified temperature range. Pump the adhesive from the melter kettle through the wand onto the vertical face of the cold joint. Apply the adhesive in a continuous band over the entire face of the longitudinal joint. Do not use excessive material in either thickness or location. Ensure the edge of the extruded adhesive material is flush with the surface of the pavement. Then, place and compact the adjacent lane against the joint face. Remove any excessive material extruded from the joint after compaction (a small line of material may remain).

3.3 Pavement Joint Adhesive Certification. Furnish the joint adhesive's certification to the Engineer stating the material conforms to all requirements herein prior to use.

3.4 Sampling and Testing. The Department will require a random sample of pavement joint adhesive from each manufacturer's lot of material. Extrude two 5 lb. samples of the heated material and forward the sample to the Division of Materials for testing. Reynolds oven bags, turkey size, placed inside small cardboard boxes or cement cylinder molds have been found suitable. Ensure the product temperature is 400°F or below at the time of sampling.

4. MEASUREMENT. The Department will measure the quantity of Pavement Joint Adhesive in linear feet. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of Pavement Joint Adhesive, the cleaning of the joint face, or furnishing and placing the adhesive. The Department will consider all such items incidental to the Pavement Joint Adhesive.
5. PAYMENT. The Department will pay for the Pavement Joint Adhesive at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

11N

Pavement Joint Adhesive Price Adjustment Schedule						
Test	Specification	100% Pay	90% Pay	80% Pay	50% Pay	0% Pay
Joint Adhesive Referenced in Subsection 2.1.1						
Viscosity, 400 ° F (Pa•s) ASTM D 3236	4.0-10.0	3.5-10.5	3.0-3.4 10.6-11.0	2.5-2.9 11.1-11.5	2.0-2.4 11.6-12.0	≤1.9 ≥ 12.1
Cone Penetration, 77 ° F ASTM D 5329	60-100	57-103	54-56 104-106	51-53 107-109	48-50 110-112	≤ 47 ≥ 113
Flow, 140 ° F (mm) ASTM D 5329	≤ 5.0	≤ 5.5	5.6-6.0	6.1-6.5	6.6-7.0	≥ 7.1
Resilience, 77 ° F (%) ASTM D 5329	≥ 30	≥ 28	26-27	24-25	22-23	≤ 21
Tensile Adhesion, 77 ° F (%) ASTM D 5329	≥ 500	≥ 490	480-489	470-479	460-469	≤ 459
Softening Point, ° F AASHTO T 53	≥ 171	≥ 169	166-168	163-165	160-162	≤ 159
Ductility, 77 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9
Ductility, 39 ° F (cm) ASTM D 113	≥ 30.0	≥ 29.0	28.0-28.9	27.0-27.9	26.0-26.9	≤ 25.9

Code  
20071EC

Pay Item  
Joint Adhesive

Pay Unit  
Linear Foot

May 7, 2014



**2020 STANDARD DRAWINGS THAT APPLY**

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**ROADWAY**

**~ DRAINAGE ~**

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PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE .....RDI-021-01

PIPE BEDDING, TRENCH CONDITION .....RDI-025-06

PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE .....RDI-026-01

COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PLATE PIPE .....RDI-035-02

EROSION CONTROL BLANKET SLOPE INSTALLATION.....RDI-040-01

PERFORATED PIPE

PERFORATED PIPE TYPES AND COVER HEIGHTS..... RDP-001-06

PERFORATED PIPE FOR SUBGRADE DRAINAGE ON TWO-LANE (CLASS 2) AND  
MULTI-LANE ROADS ..... RDP-005-05

PERFORATED PIPE UNDERDRAINS (LONGITUDINAL AND TRANSVERSE) ..... RDP-006-04

PERFORATED PIPE DETAILS (SOLID ROCK)..... RDP-007-04

PERFORATED PIPE HEADWALLS ..... RDP-010-09

MISCELLANEOUS DRAINAGE

SUBGRADE DRAINAGE, CONCRETE PAVEMENT ..... RDX-050-05

INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE..... RDX-060-04

TEMPORARY SILT FENCE..... RDX-210-03

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MISCELLANEOUS STANDARDS..... RGX-001-06

ONE POINT PROCTER FAMILY OF CURVES..... RGX-200-01

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CURB AND GUTTER, CURBS AND VALLEY GUTTER .....RPM-100-11

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## **PART III**

### **EMPLOYMENT, WAGE AND RECORD REQUIREMENTS**

FHWA-1273 -- Revised May 1, 2012

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

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

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

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 non-minority group members and women employed in each work classification on the project;

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

**1. Minimum wages**

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

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

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

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

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

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

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

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

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

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

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

**2. Withholding**

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

**3. Payrolls and basic records**

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

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

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

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

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

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

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



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

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

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

**4. Apprentices and trainees**

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**KENTUCKY TRANSPORTATION CABINET  
DEPARTMENT OF HIGHWAYS**

**EMPLOYMENT REQUIREMENTS  
RELATING TO  
NONDISCRIMINATION OF EMPLOYEES  
(APPLICABLE TO FEDERAL-AID SYSTEM CONTRACTS)**

**AN ACT OF THE KENTUCKY GENERAL ASSEMBLY  
TO PREVENT DISCRIMINATION IN EMPLOYMENT**

**KRS CHAPTER 344  
EFFECTIVE JUNE 16, 1972**

The contract on this project, in accordance with KRS Chapter 344, provides that during the performance of this contract, the contractor agrees as follows:

1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.

3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance.

Revised: January 25, 2017



### Standard Title VI/Non-Discrimination Assurances

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

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

### Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

## EXECUTIVE BRANCH CODE OF ETHICS

In the 1992 regular legislative session, the General Assembly passed and Governor Brereton Jones signed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

No present or former public servant shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with, or is regulated by, the state in matters in which he was directly involved during the last thirty-six (36) months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, or for which he received, prior to his state employment, a professional degree or license, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions, including but not limited to filing tax returns, filing applications for permits or licenses, or filing incorporation papers, nor shall it prohibit the former officer or public servant from receiving public funds disbursed through entitlement programs.

KRS 11A.040 (9) states:

A former public servant shall not represent a person or business before a state agency in a matter in which the former public servant was directly involved during the last thirty-six (36) months of his tenure, for a period of one (1) year after the latter of:

- a) The date of leaving office or termination of employment; or
- b) The date the term of office expires to which the public servant was elected.

This law is intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not as a way to obtain private benefits.

If you have worked for the executive branch of state government within the past six months, you may be subject to the law's prohibitions. The law's applicability may be different if you hold elected office or are contemplating representation of another before a state agency.

Also, if you are affiliated with a firm which does business with the state and which employs former state executive-branch employees, you should be aware that the law may apply to them.

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 104, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: May 23, 2022

"General Decision Number: KY20220040 06/10/2022

Superseded General Decision Number: KY20210040

State: Kentucky

Construction Type: Highway

Counties: Allen, Ballard, Butler, Caldwell, Calloway, Carlisle, Christian, Crittenden, Daviess, Edmonson, Fulton, Graves, Hancock, Henderson, Hickman, Hopkins, Livingston, Logan, Lyon, Marshall, McCracken, McLean, Muhlenberg, Ohio, Simpson, Todd, Trigg, Union, Warren and Webster 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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$15.00 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 2022.</li> </ul>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	01/14/2022
2	02/11/2022
3	02/18/2022
4	02/25/2022
5	05/06/2022
6	06/10/2022

BRIN0004-002 06/01/2021

BALLARD, BUTLER, CALDWELL, CARLISLE, CRITTENDEN, DAVIESS, EDMONSON, FULTON, GRAVES, HANCOCK, HENDERSON, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN, MCLEAN, MUHLENBERG, OHIO, UNION, and WEBSTER COUNTIES

	Rates	Fringes
BRICKLAYER Ballard, Caldwell, Carlisle, Crittenden, Fulton, Graves, Hickman, Livingston, Lyon, Marshall, and McCracken Counties.....	\$ 30.50	15.16
Butler, Edmonson, Hopkins, Muhlenberg, and Ohio Counties.....	\$ 26.80	12.38
Daviess, Hancock, Henderson, McLean, Union, and Webster Counties.....	\$ 29.57	14.75

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 BRTN0004-005 06/01/2021

ALLEN, CALLOWAY, CHRISTIAN, LOGAN, SIMPSON, TODD, TRIGG, and WARREN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 29.75	14.75

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 CARP0357-002 04/01/2022

	Rates	Fringes
CARPENTER.....	\$ 30.84	22.15
DIVER.....	\$ 46.64	22.15
PILEDRIVERMAN.....	\$ 31.09	22.15

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 ELEC0369-006 05/31/2021

BUTLER, EDMONSON, LOGAN, TODD & WARREN COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 33.85	18.72

ELEC0429-001 01/01/2020

ALLEN & SIMPSON COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 27.72	13.48

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 ELEC0816-002 06/01/2021

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
 FULTON (Except a 5 mile radius of City Hall in Fulton), GRAVES,  
 HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 34.48	26.5%+7.25

Cable spicers receive \$.25 per hour additional.

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 ELEC1701-003 06/01/2021

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO,  
 UNION & WEBSTER COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 33.30	28.8%+\$7.25

Cable spicers receive \$.25 per hour additional.

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 ELEC1925-002 01/01/2022

FULTON COUNTY (Up to a 5 mile radius of City Hall in Fulton):

	Rates	Fringes
CABLE SPLICER.....	\$ 26.85	14.81
ELECTRICIAN.....	\$ 26.35	14.79

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 ENGI0181-017 07/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 34.80	17.85
GROUP 2.....	\$ 31.94	17.85
GROUP 3.....	\$ 32.39	17.85
GROUP 4.....	\$ 31.62	17.85

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller;  
 Batch 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; Gurrries;  
 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 Concrete 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 equals or exceeds 150 ft. - \$1.00 above 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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 \* IRON0070-005 06/01/2022

BUTLER COUNTY (Eastern eighth, including the Townships of Decker, Lee & Tilford);  
 EDMONSON COUNTY (Northern three-fourths, including the Townships of Asphalt, Bee Spring, Brownsville, Grassland, Huff, Kyrock, Lindseyville, Mammoth Cave, Ollie, Prosperity, Rhoda, Sunfish & Sweden)

Rates Fringes

IRONWORKER

Structural; Ornamental;		
Reinforcing; Precast		
Concrete Erectors.....	\$ 31.79	24.30

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IRON0103-004 08/01/2021

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, OHIO, UNION &  
WEBSTER COUNTIES  
BUTLER COUNTY (Townships of Aberdeen, Bancock, Casey,  
Dexterville, Dunbar, Elfie, Gilstrap, Huntsville, Logansport,  
Monford, Morgantown, Provo, Rochester, South Hill & Welchs  
Creek);  
CALDWELL COUNTY (Northeastern third, including the Township of  
Creswell);  
CHRISTIAN COUNTY (Northern third, including the Townships of  
Apex, Crofton, Kelly, Mannington & Wynns);  
CRITTENDEN COUNTY (Northeastern half, including the Townships  
of Grove, Mattoon, Repton, Shady Grove & Tribune);  
MUHLENBERG COUNTY (Townships of Bavier, Beech Creek Junction,  
Benton, Brennen, Browder, Central City, Cleaton, Depoy,  
Drakesboro, Eunis, Graham, Hillside, Luzerne, Lynn City,  
Martwick, McNary, Millport, Moorman, Nelson, Paradise,  
Powderly, South Carrollton, Tarina & Weir)

	Rates	Fringes
Ironworkers:.....	\$ 30.00	25.29

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IRON0492-003 05/01/2021

ALLEN, LOGAN, SIMPSON, TODD & WARREN COUNTIES  
BUTLER COUNTY (Southern third, including the Townships of  
Boston, Berrys Lick, Dimple, Jetson, Quality, Sharer, Sugar  
Grove & Woodbury);  
CHRISTIAN COUNTY (Eastern two-thirds, including the Townships  
of Bennettstown, Casky, Herndon, Hopkinsville, Howell,  
Masonville, Pembroke & Thompsonville);  
EDMONSON COUNTY (Southern fourth, including the Townships of  
Chalybeate & Rocky Hill);  
MUHLENBERG COUNTY (Southern eighth, including the Townships of  
Dunnior, Penrod & Rosewood)

	Rates	Fringes
Ironworkers:.....	\$ 30.35	15.36

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IRON0782-006 08/01/2021

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,  
LIVINGSTON, LYON, MARSHALL, MCCRACKEN & TRIGG COUNTIES  
CALDWELL COUNTY (Southwestern two-thirds, including the  
Townships of Cedar Bluff, Cider, Claxton, Cobb, Crowtown,  
Dulaney, Farmersville, Fredonia, McGowan, Otter Pond &  
Princeton);  
CHRISTIAN COUNTY (Western third, Excluding the Townships of  
Apex, Crofton, Kelly, Mannington, Wynns, Bennettstown, Casky,  
Herndon, Hopkinsville, Howell, Masonville, Pembroke &  
Thompsonville);  
CRITTENDEN COUNTY (Southwestern half, including the Townships  
of Crayne, Dycusburg, Frances, Marion, Mexico, Midway,  
Sheridan & Told)

	Rates	Fringes
Ironworkers:		



Projects with a total contract cost of		
\$20,000,000.00 or above.....	\$ 30.83	25.52
All Other Work.....	\$ 29.24	23.22

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 LAB00189-005 07/01/2021

BALLARD, CALLOWAY, CARLISLE, FULTON, GRAVES, HICKMAN,  
 LIVINGSTON, LYON, MARSHALL & MCCRACKEN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.51	16.22
GROUP 2.....	\$ 23.76	16.22
GROUP 3.....	\$ 23.81	16.22
GROUP 4.....	\$ 24.41	16.22

LABORER 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; Bushhammer; 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; Blaster; 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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 LAB00189-006 07/01/2021

ALLEN, BUTLER, CALDWELL, CHRISTIAN, DAVIESS, EDMONSON, HANCOCK,  
 HOPKINS, LOGAN, MCLEAN, MUHLENBERG, OHIO, SIMPSON, TODD, TRIGG  
 & WARREN COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 23.51	16.22
GROUP 2.....	\$ 23.76	16.22
GROUP 3.....	\$ 23.81	16.22
GROUP 4.....	\$ 24.41	16.22

LABORER 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; Bushhammer; 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; Blaster; 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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 LABO0561-001 07/01/2021

CRITTENDEN, HENDERSON, UNION & WEBSTER COUNTIES

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.01	16.60
GROUP 2.....	\$ 24.26	16.60
GROUP 3.....	\$ 24.31	16.60
GROUP 4.....	\$ 24.91	16.60

LABORER 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; Bushhammer; 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; Blaster; 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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 PAIN0032-002 09/01/2020

BALLARD COUNTY

	Rates	Fringes
Painters:		
Bridges.....	\$ 35.01	17.93
All Other Work.....	\$ 32.71	17.93

Spray, Blast, Steam, High & Hazardous (Including Lead Abatement) and All Epoxy - \$1.00 Premium

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 PAIN0118-003 06/01/2014

EDMONSON COUNTY:

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 18.50	11.97
Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning.....	\$ 19.50	11.97

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PAIN0156-006 04/01/2022

DAVIESS, HANCOCK, HENDERSON, MCLEAN, OHIO, UNION & WEBSTER  
 COUNTIES

	Rates	Fringes
Painters:		
BRIDGES		
GROUP 1.....	\$ 28.45	18.98
GROUP 3.....	\$ 29.45	18.98
GROUP 4.....	\$ 30.70	18.98
ALL OTHER WORK:		
GROUP 1.....	\$ 27.30	18.98
GROUP 2.....	\$ 27.55	18.98
GROUP 3.....	\$ 28.30	18.98
GROUP 4.....	\$ 29.55	18.98

PAINTER CLASSIFICATIONS

GROUP 1 - Brush & Roller

GROUP 2 - Plasterers

GROUP 3 - Spray; Sandblast; Power Tools; Waterblast;  
 Steamcleaning; Brush & Roller of Mastics, Creosotes, Kwinch  
 Koate & Coal Tar Epoxy

GROUP 4 - Spray of Mastics, Creosotes, Kwinch Koate & Coal  
 Tar Epoxy

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 PAIN0500-002 06/01/2020

CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON,  
 GRAVES, HICKMAN, HOPKINS, LIVINGSTON, LYON, MARSHALL, MCCRACKEN  
 & TRIGG COUNTIES:

	Rates	Fringes
Painters:		
Bridges.....	\$ 27.75	15.10
All Other Work.....	\$ 21.50	15.10

Waterblasting units with 3500 PSI and above - \$.50 premium  
 Spraypainting and all abrasive blasting - \$1.00 premium  
 Work 40 ft. and above ground level - \$1.00 premium

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 PLUM0184-002 07/01/2021

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN,  
 FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCRACKEN  
 and TRIGG COUNTIES

	Rates	Fringes
Plumber; Steamfitter.....	\$ 37.16	19.03

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 PLUM0502-004 08/01/2021

ALLEN, BUTLER, EDMONSON, SIMPSON & WARREN

	Rates	Fringes
Plumber; Steamfitter.....	\$ 38.07	20.78
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PLUM0633-002 07/01/2021		

DAVISS, HANCOCK, HENDERSON, HOPKINS, LOGAN, MCLEAN,  
 MUHLENBERG, OHIO, TODD, UNION & WEBSTER COUNTIES:

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.17	19.30
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TEAM0089-003 04/01/2020		

ALLEN, BUTLER, EDMONSON, LOGAN, SIMPSON & WARREN COUNTIES

	Rates	Fringes
Truck drivers:		
Zone 1:		
Group 1.....	\$ 20.82	23.49
Group 2.....	\$ 21.00	23.49
Group 3.....	\$ 21.08	23.49
Group 4.....	\$ 21.10	23.49

GROUP 1 - Greaser; Tire Changer

GROUP 2 - Truck Mechanic; Single Axle Dump; Flat Bed; All Terrain Vehicles when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Driver of Distributors

GROUP 3 - Mixer All Types

GROUP 4 - Winch and A-Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker; Euclid and Other Heavy Earth Moving Equipment; Low Boy; Articulator Cat; Five Axle Vehicle

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TEAM0215-003 04/01/2020		

DAVISS, HANCOCK, HENDERSON, HOPKINS, MCLEAN, MUHLENBERG, OHIO  
 & WEBSTER COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 22.45	23.49
Group 2.....	\$ 22.68	23.49
Group 3.....	\$ 22.75	23.49
Group 4.....	\$ 22.76	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle

Dump; Driver of Distributors; Mixer All Types

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; 5 Axle Vehicle; Winch and A- Frame when used in transporting materials; Ross Carrier; Fork Lift when used to transport building materials; Driver on Pavement Breaker

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TEAM0236-001 04/01/2020

BALLARD, CALDWELL, CALLOWAY, CARLISLE, CHRISTIAN, CRITTENDEN, FULTON, GRAVES, HICKMAN, LIVINGSTON, LYON, MARSHALL, MCCracken, TODD & TRIGG COUNTIES

	Rates	Fringes
TRUCK DRIVER		
Group 1.....	\$ 20.82	23.49
Group 2.....	\$ 21.00	23.49
Group 3.....	\$ 21.00	23.49
Group 4.....	\$ 21.00	23.49
Group 5.....	\$ 21.08	23.49

GROUP 1: Greaser, Tire Changer

GROUP 2: Truck Mechanic

GROUP 3: Single Axle Dump; Flat Bed; All Terrain Vehicle when used to haul materials; Semi Trailer or Pole Trailer when used to pull building materials and equipment; Tandem Axle Dump; Drivers of Distributors

GROUP 4: Euclid and other heavy earth moving equipment; Low Boy; Articulator Cat; Five Axle Vehicle; Winch and A-Frame when used in transporting materials; Ross Carrier

GROUP 5: Mixer All Types

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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 <https://www.dol.gov/agencies/whd/government-contracts>.

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
- \* 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 National Office because National Office has 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 DECISIO"

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

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

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

<b>GOALS FOR MINORITY PARTICIPATION IN EACH TRADE</b>	<b>GOALS FOR FEMALE PARTICIPATION IN EACH TRADE</b>
4.7%	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 Daviess County.

**PART IV**  
**INSURANCE**

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

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

### PROPOSAL BID ITEMS

224444

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Report Date 6/22/22

#### Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	116.00	TON		\$	
0020	00003		CRUSHED STONE BASE	688.00	TON		\$	
0030	00078		CRUSHED AGGREGATE SIZE NO 2	607.00	TON		\$	
0040	00100		ASPHALT SEAL AGGREGATE	5.14	TON		\$	
0050	00103		ASPHALT SEAL COAT	.62	TON		\$	
0060	00190		LEVELING & WEDGING PG64-22	10.00	TON		\$	
0070	00214		CL3 ASPH BASE 1.00D PG64-22	650.00	TON		\$	
0080	00324		CL3 ASPH SURF 0.50B PG64-22	226.00	TON		\$	
0090	02676		MOBILIZATION FOR MILL & TEXT (DAVISS US 431)	1.00	LS		\$	
0100	02677		ASPHALT PAVE MILLING & TEXTURING	137.00	TON		\$	
0110	20071EC		JOINT ADHESIVE	1,879.00	LF		\$	
0120	24785EC		FIBER REINFORCEMENT FOR HMA	886.00	TON		\$	
0130	24970EC		ASPHALT MATERIAL FOR TACK NON- TRACKING	1.53	TON		\$	

#### Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0140	01875		STANDARD HEADER CURB	445.00	LF		\$	
0150	01890		ISLAND HEADER CURB TYPE 1	13.00	LF		\$	
0160	01921		STANDARD BARRIER MEDIAN TYPE 4	25.00	SQYD		\$	
0170	02091		REMOVE PAVEMENT	764.00	SQYD		\$	
0180	02159		TEMP DITCH	681.00	LF		\$	
0190	02160		CLEAN TEMP DITCH	341.00	LF		\$	
0200	02200		ROADWAY EXCAVATION	959.00	CUYD		\$	
0210	02242		WATER	12.89	MGAL		\$	
0220	02585		EDGE KEY	26.00	LF		\$	
0230	02603		FABRIC-GEOTEXTILE CLASS 2	2,238.00	SQYD		\$	
0240	02650		MAINTAIN & CONTROL TRAFFIC (DAVISS US 431)	1.00	LS		\$	
0250	02696		SHOULDER RUMBLE STRIPS	1,212.00	LF		\$	
0260	02701		TEMP SILT FENCE	681.00	LF		\$	
0270	02703		SILT TRAP TYPE A	2.00	EACH		\$	
0280	02704		SILT TRAP TYPE B	2.00	EACH		\$	
0290	02705		SILT TRAP TYPE C	2.00	EACH		\$	
0300	02706		CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0310	02707		CLEAN SILT TRAP TYPE B	2.00	EACH		\$	
0320	02708		CLEAN SILT TRAP TYPE C	2.00	EACH		\$	
0330	02726		STAKING (DAVISS US 431)	1.00	LS		\$	
0340	05950		EROSION CONTROL BLANKET	250.00	SQYD		\$	
0350	05952		TEMP MULCH	4,672.00	SQYD		\$	
0360	05953		TEMP SEEDING AND PROTECTION	3,487.00	SQYD		\$	
0370	05964		MAINTENANCE FERTILIZER	.40	TON		\$	
0380	05985		SEEDING AND PROTECTION	6,975.00	SQYD		\$	
0390	05992		AGRICULTURAL LIMESTONE	4.30	TON		\$	

### PROPOSAL BID ITEMS

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LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0400	06404		FLEXIBLE DELINEATOR POST-M/Y	12.00	EACH		\$	
0410	06510		PAVE STRIPING-TEMP PAINT-4 IN	3,858.00	LF		\$	
0420	06542		PAVE STRIPING-THERMO-6 IN W	1,584.00	LF		\$	
0430	06543		PAVE STRIPING-THERMO-6 IN Y	2,274.00	LF		\$	
0440	06568		PAVE MARKING-THERMO STOP BAR-24IN	92.00	LF		\$	
0450	06569		PAVE MARKING-THERMO CROSS-HATCH	95.00	SQFT		\$	
0460	06574		PAVE MARKING-THERMO CURV ARROW	11.00	EACH		\$	
0470	06576		PAVE MARKING-THERMO ONLY	2.00	EACH		\$	
0480	20099ES842		PAVE MARK TEMP PAINT STOP BAR	92.00	LF		\$	
0490	20100ES842		PAVE MARK TEMP PAINT LINE ARROW	11.00	EACH		\$	
0500	20430ED		SAW CUT	1,603.00	LF		\$	
0510	21289ED		LONGITUDINAL EDGE KEY	1,779.00	LF		\$	
0520	23608EC		YELLOW PAINT FOR MEDIAN SAFETY NOSE	24.00	SQFT		\$	
0530	24679ED		PAVE MARK THERMO CHEVRON	215.00	SQFT		\$	

#### Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0540	00461		CULVERT PIPE-15 IN	32.00	LF		\$	
0550	01000		PERFORATED PIPE-4 IN	519.00	LF		\$	
0560	01010		NON-PERFORATED PIPE-4 IN	35.00	LF		\$	
0570	01015		INSPECT & CERTIFY EDGE DRAIN SYSTEM (DAVISS US 431)	1.00	LS		\$	
0580	01028		PERF PIPE HEADWALL TY 3-4 IN	1.00	EACH		\$	
0590	01310		REMOVE PIPE	8.00	LF		\$	
0600	26130ED		SLOPED AND MITERED HEADWALL-15 IN	2.00	EACH		\$	

#### Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0610	02562		TEMPORARY SIGNS	635.00	SQFT		\$	
0620	02671		PORTABLE CHANGEABLE MESSAGE SIGN	3.00	EACH		\$	
0630	02775		ARROW PANEL	1.00	EACH		\$	
0640	06406		SBM ALUM SHEET SIGNS .080 IN	13.00	SQFT		\$	
0650	06410		STEEL POST TYPE 1	12.00	LF		\$	
0660	21134ND		REMOVE-STORE AND REINSTALL SIGN	3.00	EACH		\$	
0670	24631EC		BARCODE SIGN INVENTORY	2.00	EACH		\$	

#### Section: 0005 - SIGNALIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0680	04740		POLE BASE	1.00	EACH		\$	
0690	04780		FUSED CONNECTOR KIT	2.00	EACH		\$	
0700	04795		CONDUIT-2 IN	75.00	LF		\$	
0710	04820		TRENCHING AND BACKFILLING	75.00	LF		\$	
0720	04844		CABLE-NO. 14/5C	920.00	LF		\$	

**PROPOSAL BID ITEMS**

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Report Date 6/22/22

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0730	04881		MAST ARM POLE	1.00	EACH		\$	
0740	04942		REMOVE STORE & REINSTALL POLE	1.00	EACH		\$	
0750	20188NS835		INSTALL LED SIGNAL-3 SECTION	10.00	EACH		\$	
0760	20266ES835		INSTALL LED SIGNAL- 4 SECTION	2.00	EACH		\$	
0770	21543EN		BORE AND JACK CONDUIT	75.00	LF		\$	
0780	23157EN		TRAFFIC SIGNAL POLE BASE	1.60	CUYD		\$	
0790	24955ED		REMOVE SIGNAL EQUIPMENT (FULTON DRIVE AT US 431)	1.00	EACH		\$	
0800	24955ED		REMOVE SIGNAL EQUIPMENT (US 60BYPASS AT US 431)	1.00	EACH		\$	
0810	26169EC		INSTALL MAST ARM DAMPENER	1.00	EACH		\$	

**Section: 0006 - DEMOBILIZATION**

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0820	02569		DEMOBILIZATION	1.00	LS		\$	