

CALL NO. 108

CONTRACT ID. 174002

BULLITT COUNTY

FED/STATE PROJECT NUMBER HSIP 5119 (015)

DESCRIPTION CEDAR GROVE RD (KY 480)

WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB

PRIMARY COMPLETION DATE 4/30/2018

LETTING DATE: April 28,2017

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME April 28,2017. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 12%

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

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ADMINISTRATIVE DISTRICT - 05

CONTRACT ID - 174002 HSIP 5119 (015) COUNTY - BULLITT

PCN - 0501504801701 HSIP 5119 (015)

CEDAR GROVE RD (KY 480) (MP 3.362) BEGINNING PAST THE LICKSKILLET CREEK BRIDGE EXTENDING EAST ALONG KY-480 TO THE NELSON COUNTY LINE (MP 11.723), A DISTANCE OF 08.36 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 05-09007.00.

GEOGRAPHIC COORDINATES LATITUDE 37:58:09.00 LONGITUDE 85:35:02.63

COMPLETION DATE(S):

COMPLETED BY 04/30/2018 APPLIES T

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

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

SPECIAL NOTE FOR COMPOSITE OFFSET BLOCKS

Contrary to the Standard Drawings (2016 edition) the Cabinet will allow 6" composite offset blocks in lieu of wooden offset blocks, except as specified on proprietary end treatments and crash cushions. The composite blocks shall be selected from the Cabinet's List of Approved Materials.

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

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

06/01/16

FEDERAL CONTRACT NOTES

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

102.02 Current Capacity Rating 102.10 Delivery of Proposals

102.8 Irregular Proposals 102.14 Disqualification of Bidders

102.9 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

- Whether the bidder attended any pre-bid meetings that were scheduled by the Cabinet to inform DBEs of subcontracting opportunities;
- Whether the bidder provided solicitations through all reasonable and available means;
- 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;
- Whether the bidder followed up initial solicitations of interest by contacting DBEs to determine with certainly whether they were interested. If a reasonable amount of DBEs within the targeted districts do not provide an intent to quote or no DBEs are prequalified in the subcontracted areas, the bidder must notify the DBE Liaison in the Office of Minority Affairs to give notification of the bidder's inability to get DBE quotes;
- 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;
- Whether the bidder provided interested DBEs with adequate and timely information about the plans, specifications, and requirements of the contract;
- 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;
- 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;
- 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
- Any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include DBE participation.

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

All contractors must keep detailed records and provide reports to the Cabinet on their progress in meeting the DBE requirement on any highway contract. These records may include, but shall not be limited to payroll, lease agreements, cancelled payroll checks, executed subcontracting agreements, etc. Prime contractors will be required to complete and submit a signed and notarized affidavit (TC 18-7) and copies of checks for any monies paid to each DBE subcontractor or supplier utilized to meet a DBE goal. These documents must be submitted within 10 days of being paid by the Cabinet.

Payment information that needs to be reported includes date the payment is sent to the DBE, check number, Contract ID, amount of payment and the check date. Before Final Payment is made on this contract, the Prime Contractor will certify that all payments were made to the DBE subcontractor and/or DBE suppliers.

The Prime Contractor should supply the payment information at the time the DBE is compensated for their work. Form to use is located at: http://transportation.ky.gov/Construction/Pages/Subcontracts.aspx

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

Photocopied payments and completed, signed and notarized affidavit must be submitted by the Prime Contractor to: Office of Civil Rights and Small Business Development 6th Floor West 200 Mero Street

Frankfort, KY 40622

DEFAULT OR DECERTIFICATION OF THE DBE

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

1/27/2017

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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SURFACING AREAS

Mainline surfacing width is estimated to be20 feet.
Total mainline area to be surfaced is estimated to be22000 square yards.
Shoulder width is estimated to be1 feet on each side.
Total shoulder area to be surfaced is estimated to be2200 square yards

ASPHALT MIXTURE

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

DGA BASE

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

INCIDENTAL SURFACING

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

OPTION A

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

SPECIAL NOTES APPLICABLE FOR PROJECT BULLITT COUNTY – KY 480

Item 5-9007.00

DESCRIPTION OF WORK

Perform all work in accordance with the Department's 2012 Standard Specifications, Supplemental Specifications, Applicable Special Provisions, and Applicable Standard and Sepia Drawings, except as hereafter specified. Furnish all materials, labor, equipment, and incidentals for the following work:

Pavement Resurfacing. The existing roadway is to be resurfaced from Station 10+00 to Station 109+00. This work will include removal of existing pavement by milling and texturing, placement of asphalt surface course with edgeline rumble strip, and application of pavement markings.

Shoulder Improvements. Areas have been identified along the route for shoulder improvements. Work will include the placement of a one foot width of crushed stone base shoulder (with one foot of depth) outside of the edge of pavement with a 3:1 traversable side slope. Other items required for this work include asphalt seal coat and aggregate slope protection, placement of geotextile fabric, pipe extensions with headwalls and tree removal.

It is anticipated that additional earthwork (over and above the Roadway Excavation quantity) will be required to bring the proposed side slopes to the grades shown on the Plans at the specified locations. This item will be bid as Embankment-In-Place. An estimate of these anticipated quantities is included in the Proposal. The Engineer will make final determination as to quantities required to complete the work based on the existing conditions encountered during construction.

As shown on the Cross Sections, some of the side slopes to be constructed with the proposed typical section (for both the **Shoulder Improvements** and **Guardrail Replacement**) will extend beyond the existing right of way line. An attempt has been made to obtain Consent & Release approval from these adjoining property owners to allow this work to be completed on these properties. However, to date, only a portion of the owners have granted approval for the work. The Contractor should note that the total estimated quantities included in this proposal upon which the Contractor should base his bid are for those areas that (1) either Consent & Release has been obtained or (2) it is anticipated that the work can be completed within the existing right of way with only a slight variation to the typical section (as directed by the Engineer). Those shoulder improvement and guardrail replacement areas highlighted in "light red" on the quantity summaries are <u>not</u> included in the total estimated quantities. The attempt to obtain Consent & Release approval is continuing and additional supplemental work areas may be added to the project.

Special Notes Applicable to the Project Page 2 of 3

Guardrail Replacement. Existing guardrail throughout the project will be replaced. The work will include removal of existing guardrail, placement of crushed stone base shoulder at a four foot width (with one foot of depth) and 2:1 side slope to accommodate installation of the new guardrail and end sections, asphalt seal coat and aggregate slope protection, placement of geotextile fabric, roadway excavation, embankment-in-place and tree removal.

Enhanced Curve Signing. See Special Note for Signing. The work includes removal of existing sheet signs, installation of new signs and delineator posts.

Driveway Surfacing. An estimate of the anticipated quantity is included in the Proposal for apron paving. The Engineer will make final determination of driveway apron locations to be surfaced (including replacement of entrance pipes) and quantities required to complete the work based on the existing conditions encountered during construction.

Bridge Widening. The bridge over Lickskillet Creek is being widened by replacing the superstructure and widening the substructure on the south side. Separate structure drawings for this work are included in the Proposal. A quantity of DGA and Asphalt Base is included to properly align roadway approaches to completed bridge widening. Relocation of a waterline per Louisville Water Company specifications is required as part of this work. A PDF copy of the <u>LWC Technical Specifications and Standard Drawings</u> may be obtained from the LWC - Director of Engineering (502-569-3600).

Bridge Guardrail Modification. The existing concrete culvert rail will be removed and a new bridge rail installed to provide a continuous guardrail system through the culvert.

Clear Zone Improvement. Improved clear zone will be provided by flattening the existing side slope and installing pipe and safety headwalls to improve the roadside ditch and slopes.

Retaining Wall. A large-block retaining wall will be installed to provide a slope failure improvement along Cox Creek near Station 370+00. The work includes removal of the existing stacked stone wall (see Special Note regarding disposition of existing stone materials), installation of retaining wall, and replacement of existing asphalt pavement. The removal and replacement of the existing guardrail at this location will be covered by the **Guardrail Replacement** work item noted above.

Special Notes Applicable to the Project Page 3 of 3

CAUTION

The information in this proposal shown on the Plan Sheets, Cross Section Sheets, and other Detail Sheets, and as summarized in the various Summary Sheets, as well as the type of work listed herein are approximate only and are not to be taken as a completely accurate evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.

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 claims for money or time extension resulting from site conditions.

STATIONING

The contractor is advised that the planned locations of work were established from a beginning station number which is STA 10+00 at MP 3.362, which is at the intersection of KY 1442 (Ridge Road). The existing reference mile markers may not correspond to the established work locations.

PROPERTY DAMAGE

The contractor shall 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.

LIDAR

All survey information was obtained from available KYTC LIDAR data and should be field verified as appropriate prior to construction.

UTILITIES

The contractor is advised that there are locations of overhead and underground utilities on the project. Particular reference is made to the existing Louisville Water Company main adjacent to the **Bridge Widening** work item. These and all other utilities should be avoided on the project. If any utility is impacted, it will be the contractor's responsibility to contact the affected utility and cover any costs associated with the impact.

SPECIAL NOTE FOR KENTUCKY GLADE CRESS CONSTRUCTION LIMITATIONS FROM U.S. FISH & WILDLIFE

THE AWARDED CONTRACTOR SHALL COMPLY WITH THE BIOLOGICAL ASSESSMENT DOCUMENT THAT WAS APPROVED BY THE U.S. FISH AND WILDLIFE SERVICE ON FEBRUARY 15, 2017.

DUE TO THE PRESENCE OF THE FEDERALLY LISTED THREATENED KENTUCKY GLADE CRESS PLANT SPECIES (*Leavenworthia exigua* var. *laciniata*) NEAR AND ALONG THE KENTUCKY HIGHWAY 480 CORRIDOR (KY-480), THE CONTRACTOR SHALL ADHERE TO THE FOLLOWING CONDITIONS:

- * A SURVEY FOR KENTUCKY GLADE CRESS WAS COMPLETED IN MARCH 2016 FOR AN 8.4 MILE STRETCH FROM MILE POINT (MP) 3.29 TO MP 11.7 ALONG KY-480. A SURVEY CORRIDOR 40 FEET FROM THE PROJECT CENTERLINE RESULTED IN THE LOCATION OF 39 KENTUCKY GLADE CRESS POPULATIONS. ADDITIONALLY, 43 POPULATIONS WERE ALSO IDENTIFIED ADJACENT TO THE 40 FOOT SURVEY CORRIDOR. THE PROJECT PLANS HAVE ALREADY BEEN MODIFIED TO AVOID DIRECT IMPACTS TO THESE IDENTIFIED KENTUCKY GLADE CRESS; HOWEVER, PROTECTIVE ACTIONS WILL BE REQUIRED NEAR THESE POPULATION AREAS AND ALL ACTIVITIES SHOULD BE COMPLETED AS TO AVOID ANY DIRECT, INDIRECT, OR CUMULATIVE EFFECTS TO THE KENTUCKY GLADE CRESS SPECIES.
 - 1. KYTC DISTRICT 5 AND KYTC DIVISION OF ENVIRONMENTAL ANALYSIS PERSONS ELLEN MULLINS (502-782-5008) AND SUSAN OATMAN (502-210-5448) MUST BE PROVIDED A MINIMUM OF 10 DAYS NOTICE PRIOR TO ANY MOBILIZATION OR CONSTRUCTION ACTIVITIES TO ALLOW SUFFICIENT TIME FOR PLACEMENT OF BOUNDARY MARKERS FOR KNOWN KENTUCKY GLADECRESS POPULATIONS THROUGHOUT THE KY-480 CORRIDOR. THESE MARKINGS ARE INTENDED TO AID THE CONTRACTOR IN IDENTIFYING AND AVOIDING KNOWN KENTUCKY GLADECRESS POPULATION AREAS ADJACENT TO WORK AREAS AND WHEN LOCATING STAGING OR PARKING AREAS ALONG THE KY-480 CORRIDOR. ALL WORK SHOULD OCCUR FROM THE EXISTING ROADWAY, AS POSSIBLE.
 - * ALL PERSONS, WORK, PARKING, AND EQUIPMENT STORAGE REQUIRED FOR THE PROJECT WILL BE ROUTED AS TO AVOID ANY AND ALL DIRECT IMPACTS TO THE KNOWN KENTUCKY GLADECRESS POPULATIONS, AS MARKED.
 - * KENTUCKY GLADECRESS PREFERS AREAS WITH SATURATION AND/OR INUNDATION OF WATER IN THE WINTER AND EARLY SPRING THT DRY QUICKLY IN SUMMER. CHANGES IN SURFACE WATER FLOW CAN ALTER THIS HYDROLOGIC REGIME AND SUITABILITY OF THE HABITAT; THEREFORE, THE CONTRACTOR SHALL AVOID REDIRECTING DRAINAGE PATHWAYS AND AIM TO COMPLETE CONSTRUCTION WITH DRAINAGE AREAS ADJACENT TO KNOWN KENTUCKY GLADECRESS POPULATIONS.

SPECIAL NOTE FOR KENTUCKY GLADE CRESS CONSTRUCTION LIMITATIONS FROM U.S. FISH & WILDLIFE

SIMILAR TO THE PRE-CONSTRUCTION EXISTING CONDITIONS.

- * A SILT FENCE WILL BE INSTALLED ON THE UPHILL BOUNDARY BETWEEN THE CONSTRUCTION WORK AREAS AND ANY MARKED KENTUCKY GLADECRESS AREA. THE SILT FENCE WILL BE INSTALLED IN SUCH A WAY THAT THE BOTTOM EDGE WILL BE UNDER THE SURFACE OF THE GROUND TO PREVENT SEDIMENT FROM PASSING UNDERNEATH IT.
 - IN THE UNFORSEEN EVENT THAT UNINTENDED SEDIMENT OR CONSTRUCTION ACTIONS OCCUR WITHIN THE KNOWN KENTUCKY GLADECRESS POPULATION AREAS, THE U.S. FISH AND WILDLIFE SERVICE, FRANKFORT FIELD OFFICE (502-695-0468) WILL BE NOTIFIED AND THE RESIDENT ENGINEER WILL HALT THE CONTRIBUTING ACTIVITY UNTIL APPROPRIATE REMEDIAL ACTIONS HAVE BEEN IMPLEMENTED. THE KYTC DIVISION OF ENVIRONMENTAL ANALYSIS (DAVE HARMON; 502-782-5016) SHALL ALSO BE NOTIFIED.
- 2. IN ORDER TO AVOID HABITAT MODIFICATION AND ENCROACHMENT OF INVASIVE SPECIES NEAR KNOWN KENTUCKY GLADE CRESS POPULATIONS, AREAS DISTURBED WITHIN THE ENTIRE PROJECT AREA (SYP Item No. 5-9007) DURING CONSTRUCTION THAT ARE NOT STABILIZED WITH RIP RAP OR EROSION BLANKET WILL BE SEEDED USING THE FOLLOWING SEED MIX:
 - * MODIFIED SEED MIX: 10% REDTOP (AGROSTIS ALBA), 35% CREEPING RED FESCUE (FESTUCA RUBRA), 35% CHEWINGS FESCUE (FESTUCA RUBRA VAR. COMMUTATE), AND 20% PERENNIAL RYEGRASS.

SPECIAL NOTES FOR PIPE REPLACEMENTS / EXTENSIONS

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 Standard Drawing RDI-001-09, RDI-002-04, and RDI-035-01. Use flowable fill for pipe backfill. 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 as per Section 601.03.03(B).
- **D.** Erosion Control. See the KPDES/BMP Plan.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See the KPDES/BMP Plan.
- C. Site Preparation. Be responsible for all site preparation, including but not limited to saw cutting and removing 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

Pipe Replacement/Extensions Page 2 of 5

absolute minimum required to construct drainage features. Perform all site preparation only as approved or directed by the Engineer.

- **D. Removing Headwalls, Pipe, and Excavation**. Remove existing headwalls and/or culvert and entrance pipes at the approximate locations noted on the summary. The Engineer will determine that actual locations at the time of construction. 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 prior to saw cutting pavement. Excavate trench and remove pipe as directed or approved by the Engineer without disturbing existing underground utilities.
- **E. Constructing Pipe, Headwalls, Drainage Boxes**. Construct culvert and/or entrance pipes, pipe extensions, headwalls, and/or drainage boxes 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. 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, backfill culvert pipes with flowable fill for the width of the roadway and as shown on the Pipe Replacement Detail. Once the flowable has sufficiently cured, place the Asphalt Base in lifts with a thickness between 3-4 inches, up to the surface of the existing pavement. Allow the asphalt base to be exposed to traffic for a minimum of 14 days to allow for settlement. During the waiting period, level and wedge any settlement as directed by the Engineer. After the waiting period, mill the pavement and place asphalt surface to the limits shown on the Pipe Replacement Detail.
- **G. Embankments.** Backfill pipe and culvert extensions, and construct shoulder embankments as directed by the Engineer. Provide positive drainage of slopes at all times, during and upon completion of construction. The contractor shall properly bench into the existing slope according to the current Standard Drawings and apply proper compaction according to Section 206.
- **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

Pipe Replacement/Extensions Page 3 of 5

> 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 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. Working days will not be charged for those days on which work on the controlling item is delayed, as provided in the Specifications. 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 from 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. Disposal of Waste.** 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 Special Note for Waste and Borrow).
- **L. Final Dressing, Clean Up, Seeding and Protection, and Restoration.** After all work is completed, remove all waste and debris from the job site, clean all existing and new culvert pipe, and clean ditches. Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Perform Class A Final dressing on all disturbed areas. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- M. Erosion Control. See the KPDES/BMP Plan.

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IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See 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, as applicable.
- **C. Remove Headwall and Pipe.** Removal of headwalls and existing culvert and entrance pipe will NOT be measured, but shall be incidental to the bid items Culvert and Entrance Pipe.
- **D.** Culvert and Entrance Pipe. The Department will measure the quantity according to Section 701. Any excavation necessary to install culvert or entrance pipe shall be incidental to the corresponding pipe bid items.
- **E. Headwalls.** The Department will measure the quantity of Headwalls as Each.
- **F. Excavation, Pipe Backfill, Embankments.** The Department will NOT measure for payment excavation of pipe trenches, pipe backfill material, flowable fill, constructing shoulder embankments, and Geotextile Fabric Type IV For Pipe (when required by the Standards), but shall considered these items incidental to the bid items for culvert and entrance pipe.
- **G. Final Dressing, Clean Up, and Restoration.** The Department will NOT measure for payment the operations of Final Dressing, Clean Up, and Restoration. These activities shall be incidental to other items of work.
- **H. Erosion Control.** See the KPDES/BMP Plan.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Culvert and Entrance Pipe. The Department will make payment for the completed and accepted quantities of culvert and entrance pipe. 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.
- **C. Headwalls.** The Department will make payment for the completed accepted quantities of installed headwalls. Payment at the Contract unit price per Each shall be full compensation for furnishing all labor, materials, equipment, and incidentals for installing headwalls.

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D. Erosion Control. See the KPDES/BMP Plan.

SPECIAL NOTE FOR STAKING

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

- 1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
- 2. Establish typical section cross slopes for superelevation improvements, transitions and tapers, and details to align the culvert extensions with the existing pipe and to match the existing roadway alignment and curvature to ensure positive drainage upon completion of the work.
- 3. Verify the dimensions, type, and quantities of the culvert and/or entrance pipes 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 culvert pipe with existing stream channels, swales, ditches, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
- 4. Prior to incorporating into the work, obtain the Engineers approval of all designs and revisions to be provided by the Contractor.
- 5. Proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. Prior to ordering sign material, notify and coordinate with the District Traffic Engineer, and perform a review of the proposed signs within this proposal (including removal and relocation of any existing signage). The Contractor shall refer to Sections 2C.06 through 2C.15; Tables 2C-4, 2C-5, and 2C-6; and Figure 2C-2 from the Manual on Uniform on Traffic Control Devices (MUTCD), current edition, to establish the appropriate locations, distances, and spacing needed for the installation of the signs. The Contractor should also review the sign layout for visibility, obstructions, proper offset from driving lanes, constructability, and proximity to other signage. Using paint marks on the pavement, mag nails, stakes, or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. Any questions or situations encountered during the review should be discussed with the Engineer or District Traffic Engineer at this time. **Before** sign installation begins and after proposed sign locations have been staked, obtain final sign location approval from the Engineer and/or District Traffic Engineer. Notify the District Traffic Engineer of sign work before construction begins.
- 6. Produce and furnish to the Engineer "As Built" plans of the superelevation improvements and the drainage/culvert improvements.
- 7. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTE FOR MODULAR CONCRETE RETAINING WALL

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. This project shall consist of furnishing all labor, equipment, materials, and incidentals for the following:

(1) Maintaining and Controlling Traffic; (2) Preparing the design, furnishing the materials, and installing the modular concrete retaining wall to the lines, grades and dimensions shown in this Proposal; and (3) All other work specified in the Contract.

II. MATERIALS

All materials shall be manufactured in accordance with Manufacturer's recommendations and specifications. 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 the KPDES/BMP Plan.

III. CONSTRUCTION METHODS

- **A. Maintain and Control Traffic.** See Traffic Control Plan. Specific reference is made to: (1) the requirement for temporary traffic signals to accommodate alternating one-way traffic at all times during construction and (2) the requirement for temporary barrier wall rather than barricades to provide drop-off protection during construction.
- **B. Site Preparation.** See Special Note for Removal of Existing Stacked Stone Retaining Wall. All site preparation shall be as approved or directed by the Engineer. 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.

Modular Concrete Retaining Wall Page 2 of 5

- **D.** Modular Block Retaining Wall. Before beginning installation, the Contractor shall furnish to the Engineer drawings prepared by a licensed Professional Engineer in Kentucky to KYTC for review and approval. The design shall be in accordance with the latest addition of the AASHTO LRFD Bridge Design Specifications, and Kentucky Transportation Cabinet Department of Highways Standard Specifications for Road and Bridge Construction (2012). All work shall be performed in accordance with Manufacturer's procedures and recommendations.
- **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. The Contractor shall have the responsibility 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. The Contractor shall be responsible for repairing all utility damage that occurs due to the Contractor's operations.
- **G. Right of Way Limits.** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.
- **H. Clean Up, Disposal of Waste.** Clean up the project area as work progresses. 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.
- **I. Final Dressing, Seeding and Protection.** Any area disturbed shall be graded to the existing slopes. Apply final dressing, class A, to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the appropriate Seed Mixture as specified in contract. The Department will NOT make direct payment for final dressing.
- **J.** Erosion Control. See the KPDES/BMP Plan.
- **K.** Caution. The information in this proposal and shown on the plans and the type of work listed herein are approximate only and are not to be taken as an accurate evaluation of the

Modular Concrete Retaining Wall Page 3 of 5

materials and conditions to be encountered during construction; the bidder must draw their own conclusions. The Department does not give any guarantee as to the accuracy of the data and no claim for money or time extension will be considered if the conditions encountered are not in accordance with the information shown.

L. Control. Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

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

IV. GEOTECHNICAL NOTES

- **A.** The wall shall be designed in accordance with the AASHTO LRFD Bridge Design Specifications, current edition.
- **B.** Live load surcharges shall be applied in accordance with the AASHTO LRFD Bridge Design Specifications, current edition.
- **C.** Temporary sheeting, shoring, cofferdams, and/or a dewatering method may be required to facilitate foundation construction.
- **D.** As noted in Section III, the modular concrete retaining wall supplier shall provide final design calculations for approval. The following parameters shall be utilized for design of the modular concrete retaining wall;

Backfill slope	0 \circ
Unit weight of insitu soil backfill:	120 pcf
Friction angle of insitu soil backfill:	28°
Unit weight of the granular backfill:	110 pcf
Friction angle of granular backfill:	35°
Unit weight of existing foundation soils:	120 pcf
Friction angle of existing foundation soils:	32°

Modular Concrete Retaining Wall Page 4 of 5

- **E.** Embedment of the footing must be a minimum of 3.5 feet below the final grade. Solid rock excavation will be required. (1.5' of the large-block + 2' leveling pad).
- **F.** The backfill behind the wall shall consist of non-erodible Granular Embankment under laid with Type IV Geotextile Fabric.
- **G.** Size the wall footings at the Service Limit State using Factored Nominal Bearing Resistances given below. For checking bearing resistance at Strength and Extreme Limit States, use Resistance Factors of 0.55 and 1.0, respectively, applied to the Nominal Resistances.

Bearing Surface	Factored Nominal Bearing Resistance at Service Limit State	Nominal Bearing Resistance
Existing Soil	5.16 ksf	9.37 ksf

- **H.** Due to the use of LIDAR survey information and the variability in the rockline the potential for field adjustments should be anticipated.
- I. Rip rap is required at the toe of the retaining wall to minimize the potential for scour. The rip rap shall be placed on a 1:1 slope and shall extend 2 feet above the flowline and for the full length of the wall. The riprap shall be under laid with Type I geotextile fabric.
- **J.** Foundation embankment benches shall be placed in accordance with Standard Drawing RGX-010 along the temporary slope behind the wall and/or as directed by the Engineer.

V. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Modular Block Retaining Wall. Measurement will be made of the exposed face of the wall from the top of the wall to the top of leveling pad for the length of the wall.
- C. Erosion Control. See the KPDES/BMP Plan.

VI. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Modular Concrete Retaining Wall.** The Department will make payment for the completed and accepted quantities under the bid item "Retaining Wall Modular Concrete" in square feet, according to the pay limits as shown on the Detail Sheets within

Modular Concrete Retaining Wall Page 5 of 5

this proposal. Any temporary sheeting, shoring, cofferdams, and/or a dewatering method that may be required to facilitate foundation construction shall be incidental to this bid item. The Department will consider payment full compensation for all work and incidentals necessary to remove existing stone wall, prepare site/foundation, and install the Modular Block Retaining Wall at the location shown in the proposal or as directed by the Engineer.

C. Erosion Control. See the KPDES/BMP Plan.

SPECIAL NOTE FOR REMOVAL OF EXISTING STACKED STONE RETAINING WALL

The removal of the existing stacked stone retaining wall near Station 370+00 will be completed by methods to keep the stone "intact" to the best extent possible. The dismantled stone will be stored by the contractor and ultimately transported to the KYTC Nelson County Maintenance Garage located at 1300 E. JOHN ROWAN BLVD. (KY 245), BARDSTOWN, KY 40004 502.348.3448. The KYTC Nelson County Maintenance Garage shall be notified at least 24 hours in advance of delivery of the stone.

SPECIAL NOTES FOR COMPLETION DATES & LIQUIDATED DAMAGES

The Ultimate Fixed Completion date for this project will be 4/30/18. Liquidated Damages for failure to complete project on time will be assessed following Section 108.09.

The Department will assess Liquidated Damages in the amount of \$500 per lane per hour or fraction of an hour for any lane closures left in place during non-working hours and/or beyond the time allowed by the Traffic Control Plan or during times prohibited by the Engineer.

Trees and/or bushes shall not be cut or trimmed between June 1ST and July 1ST. Any trees and/or bushes that are cut or trimmed between June 1ST and July 1ST will <u>not</u> receive payment at the contract unit price. Furthermore, failure to adhere to these restrictions shall result in Liquidated Damages in the amount of \$328.00 per affected tree as mitigation to the Indiana Bat Conservation Fund for the loss of habitat. Activities that are a part of this contract that do not involve the initial trimming and/or cutting of trees and/or bushes will be permitted under the ultimate fixed completion date.

In addition to the requirements of Section 108.09, the Department will assess Liquidated Damages in the amount of <u>\$1000</u> per day, per occurrence, for failure to perform cleanup and removal of debris and wood waste within the required time. Work will be suspended until the debris has been removed from the right-of-way.

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

SPECIAL NOTE FOR BRIDGE DECK WATERPROOFING MEMBRANE AND ASPHALT OVERLAY ON BRIDGES

I. DESCRIPTION

Except as specified herein, perform all work in accordance with the Department's Standard and Supplemental Specifications and Standard and Sepia Drawings, current editions. Article references are to the Standard Specifications. Furnish all materials, labor, equipment, and incidentals necessary to complete the One Step Bridge Deck Waterproofing Membrane.

II. MATERIALS

- A. Maintain and Control Traffic. See Traffic Control Plan
- **B. One Step Membrane.** See Section 808.
- **C. Asphalt Overlay.** Use the same class and type of asphalt surface mixture that is being placed on the adjacent roadway.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan
- **B. Remove Asphalt Overlay.** When the bridge deck has an existing asphalt overlay, totally remove the overlay by milling and texturing, scarification, or other approved methods. Dispose of material off the right of way at sites obtained by the Contractor at no additional cost to the Department (See Special Note for Waste and Borrow).
- **C. Surface Preparation.** After removal of the asphalt overlay, thoroughly clean the entire surface area of the bridge deck prior to paving by either air blasting or water blasting. If water blasting is used, thoroughly dry the area prior to placing the primer and membrane. Do not allow traffic on the cleaned bridge deck prior to applying the primer.

One Step Membrane Page 2 of 3

- **D. Prime Coating.** Apply primer material to the bridge deck according to the Manufacturer's recommendations. Do not allow traffic on the primed bridge deck prior to placing the membrane.
- **E. One Step Membrane.** Apply the membrane to the entire surface of the bridge deck. Overlap the membrane a minimum of 1 foot onto the adjacent roadway approaches. Extend the membrane up the face of the curbs a minimum of 1½ inches or the thickness of the asphalt overlay, whichever is greater. Overlap membrane as necessary to achieve 100% coverage of the bridge deck. Install as recommended by the manufacturer, straight and wrinkle free, with no curled or uplifted edges. Do not allow traffic on the membrane prior to placing the asphalt surface.
- **F. Asphalt Surface.** Place the asphalt surface immediately after the membrane is in place. For crowned bridge decks, place the asphalt overlay so that it is 1" thicker than the nominal thickness specified in the Contract at the bridge centerline and taper to the specified nominal thickness at the gutter line. The intent is to increase the crown to accelerate water runoff from the bridge deck. For superelevated bridge decks, place the asphalt overlay at the nominal thickness specified in the Contract.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan
- **B. Remove Asphalt Overlay**. Regardless of the method of removal, the Department will measure removal of the existing asphalt overlay according to Section 408.04.01. If the Contract or the Engineer requires removal to be accomplished by milling and texturing, the Department will measure Mobilization for Asphalt Milling and Texturing according to Section 408.04.02.
- **C. One Step Membrane.** The Department will measure the One Step Menbrane in square yards. The Engineer will calculate the area of one step membrane (A) from the length of the bridge (L) plus 1 foot on each approach multiplied by the curb to curb width of the bridge (W):

$$A = \frac{(L+2) X W}{9}$$

The Engineer will not measure surface preparation, primer, laps, cutoffs and waste for payment.

One Step Membrane Page 3 of 3

V. METHOD OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan
- **B. Remove Asphalt Overlay.** Regardless of the method of removal, the Department will pay for removal of the existing asphalt overlay according to Section 408.05.01.
- **C. One Step Membrane.** Payment at the contract unit price per square yard shall be full compensation for all labor, equipment, materials and incidentals for surface preparation and furnishing and placing the surface primer and the one step membrane according to the Manufacturer's recommendations and these notes.

1-3108 Waterproof Membrane by Contractor 01/02/2012

COORDINATION OF WORK WITH OTHER CONTRACTS

Be advised, there may be an active project(s) adjacent to or within this project. The Engineer will coordinate the work of the Contractors. See Section 105.06.

1-3193 Coordination Contracts 01/02/2012

SPECIAL 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.

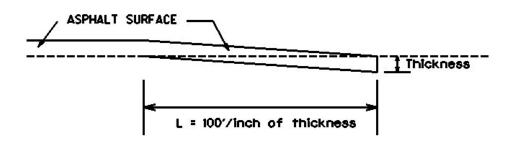
The Department will not measure any surface preparation required prior to applying the asphalt seal coat, but shall be incidental to "Asphalt Material for Asphalt Seal Coat".

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

SPECIAL NOTE FOR EDGE KEY

Construct Edge Keys at the beginning of project, end of project, at railroad crossings, and at 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 make payment for this work at the Contract unit price per ton for Asphalt Pavement Milling and Texturing, 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 = 1.25 Inches

L = 125 LF

L= Length of Edge Key

1-3309 Edge key by Ton 01/02//2012

SPECIAL NOTES FOR GUARDRAIL

I. DESCRIPTION

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

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

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

II. MATERIALS

Except as specified herein, provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual and make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Guardrail. Furnish guardrail system components according to section 814 and the Standard and Sepia Drawings; except use steel posts only, no alternates. Furnish Bridge Rail Thrie Beam Retrofit according to the notes and Detail Sheets within this proposal. Furnish Guardrail Steel W Beam Single Face A according to the Detail Sheets within this proposal; except use steel posts only, no alternates.
- **C. Delineators for Guardrail.** Furnish white and/or yellow Delineators for Guardrail according to Standard Drawing: RBR-055 Delineators for Guardrail.
- **D. CSB.** Furnish Crushed Stone Base as per Section 805.
- **E. Erosion Control.** See the KPDES/BMP Plan.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Remove existing guardrail system including the guardrail end treatments, Bridge End connectors and all other elements of the existing guardrail system

Guardrail Page 2 of 4

as per Section 719, except that the Contractor will take possession of all concrete posts and all concrete associated with existing bridge and/or guardrail end treatments. Locate all disposal areas off the Right of Way. Be responsible for all site preparation, including but not limited to, clearing and grubbing, excavation, embankment, and removal of all obstructions or any other items; regrading, reshaping, adding and compacting of suitable materials on the existing shoulders to provide proper template or foundation for the guardrail; filling voids left as the result of removing existing guardrail and guard posts with dry sand; temporary pollution and erosion control; disposal, of excess and waste materials and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the engineer.

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

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

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

Erect "Bridge Rail – Thrie Beam Retrofit" and "Guardrail – Single Face A" according to the Detail Sheets within this proposal and any applicable Standard and Sepia Drawings.

- **D. Delineators for Guardrail.** Construct Delineators for Guardrail according to Standard Drawing: RBR-055 Delineators for Guardrail.
- **E. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Restore damaged roadway features and private property at no additional cost to the Department.
- **F. Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated

Guardrail Page 3 of 4

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 guardrail operations at no additional cost to the Department.

- **G. Right of Way Limits**. The Department has not established exact limits of the Right-of-Way. Limit work activities to obvious Right-of-Way, permanent or temporary easements, and work areas secured by the Department through consent and release of the adjacent property owners. Be responsible for all encroachments onto private lands.
- **H. Disposal of Waste.** Dispose of all removed concrete, debris, and other waste and debris off the Right-of-Way at sites obtained by the Contractor at no additional cost to the Department. See Special Provision for Waste and Borrow Sites.
- **I. Final Dressing, Clean Up, and Seeding and Protection.** Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas according to the KPDES/BMP Plan.
- **J. Erosion Control.** See the KPDES/BMP Plan.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site preparation.** Other than the bid items listed, the Department will not measure Site Preparation for separate payment but shall be incidental to the project bid items.
- C. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will measure according to Section 719.04.
- **D. Bridge Rail Thrie Beam Retrofit.** The Department will measure Guardrail Thrie Beam in linear feet along the face of the guardrail, according to the pay limits as shown on the Detail Sheets within this proposal.
- **E.** Guardrail Steel W Beam Single Face A. The Department will measure Guardrail Steel W Beam Single Face A in linear feet along the face of the guardrail, according to the pay limits as shown on the Detail Sheets within this proposal.
- **F. Delineators for Guardrail.** See Standard Drawing: RBR-055 Delineators for Guardrail.
- **G. CSB.** The Department will measure according to Section 302.

Guardrail Page 4 of 4

H. Erosion Control. See the KPDES/BMP Plan.

V. BASIS OF PAYMENT

- **A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Guardrail, End Treatments, Bridge End Connectors, Terminal Sections, and Remove Guardrail. The Department will make payment according to Section 719.05.
- C. Bridge Rail Thrie Beam Retrofit. The Department will make payment for the completed and accepted quantities of Guardrail Thrie Beam in linear feet, according to the pay limits as shown on the Detail Sheets within this proposal. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the thrie beam guardrail along the existing bridge structure as shown on the Detail Sheets and according to these notes.
- **D.** Guardrail Steel W Beam Single Face A. The Department will make payment for the completed and accepted quantities of Guardrail Steel W Beam Single Face A in linear feet, according to the pay limits as shown on the Detail Sheets within this proposal. Payment at the Contract unit price per linear foot shall be full compensation for furnishing all materials, equipment, tools, hardware, labor, and incidentals necessary to properly install the approach guardrail within the 25'-0" limits at each corner of the structure as shown on the Detail Sheets and according to these notes.
- **E. Delineators for Guardrail.** See Standard Drawing: RBR-055 Delineators for Guardrail.
- **F. CSB.** The Department will make payment according to Section 302.
- **G. Erosion Control.** See the KPDES/BMP Plan.

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

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

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

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

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, 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 will be paid at the lump sum bid price to "Maintain and Control Traffic". All lane closures used on the Project will be in compliance with the appropriate Standard Drawings.

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

Reduce the speed limit in work areas by 10 miles per hour. The extent of these areas within the project limits will be restricted to the proximity of actual work areas as determined by the Engineer. Any relocation or covering of signs will be incidental to "Maintain and Control Traffic" lump sum.

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

Except as noted below, maintain alternating one way traffic at all times during construction. Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible.

Liquidated Damages will be assessed for any and all road closures that exceed the approved time limits in accordance with the <u>Special Notes for Completion Dates & Liquidated Damages</u>.

KY 480 may be closed to through traffic between the hours of 8:30 a.m. and 2 p.m. for required construction activities. A maximum of 10 such daily road closures will be permitted. The Contractor shall submit proposed days of road closures to the Engineer at least 7 calendar days in advance for approval.

<u>Lickskillet Creek Bridge Widening</u> – As part of the overall safety improvements to the corridor, the bridge over Lickskillet Creek is being improved by replacing the superstructure and widening the substructure. In order to facilitate this construction, KY 480 may be closed to through traffic for a

Traffic Control Plan Page 2 of 3

period not to exceed three days and nights. A temporary detour, utilizing Ridge Road (KY 1442) will be maintained during this closure. Provide the Engineer with a two week notice prior to scheduling the road closure to allow for proper public notification. All signing and traffic control measures shall be in accordance with the current editions of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Specifications, and the Standard and Sepia Drawings. Trucks will be prohibited from using the proposed detour and additional signage will be required for public notification.

Modular Concrete Retaining Wall – An existing stacked stone retaining wall adjacent to KY 480, near Woodsdale Road, is being replaced with a modular concrete retaining wall. During this construction, the Contractor shall maintain alternating one way traffic at all times. Drop-off protection shall be provided by installation of a temporary barrier wall (see additional discussion below). Provide a minimum clear lane width of 10 feet; however, provide for passage of vehicles of up to 16 feet in width. If traffic should be stopped due to construction operations, and a school bus or emergency vehicle on an official run arrives on the scene, make provisions for the passage of the school bus or emergency vehicle as quickly as possible. In order for this construction activity to be maintained over a several day period, the Contractor shall utilize a temporary two-phase traffic signal, with signal indicators placed at each end of the construction area. All signing and traffic control measures shall be in accordance with the current editions of the Manual on Uniform Traffic Control Devices (MUTCD), Standard Specifications, and the Standard and Sepia Drawings.

No lane closures or road closures will be allowed on the following dates:

Easter Weekend, Friday, April 14, 2017 – Sunday, April 16, 2017 Memorial Day Weekend Friday, May 26, 2017 – Monday, May 29, 2017 Independence Day Weekend Friday, June 30, 2017 – Tuesday, July 4, 2017

Labor Day Weekend Friday, September 1, 2017 – Monday, September 4, 2017
Christmas Holiday Saturday, December 23, 2017 – Monday, December 25, 2017
New Years Holiday Saturday, December 30, 2017 – Monday, January 1, 2018

At the discretion of the Engineer, additional days and hours may be specified when lane and/or road closures will not be allowed due to unforeseen events.

LANE CLOSURES

Do not leave lane closures in place during prohibited periods. No long term lane closures will be allowed; therefore, lane closures will not be measured for payment.

SIGNS

Contrary to Section 112.04.02, only long term signs (signs intended to be continuously in place for more than 3 days) will be measured for payment; short term signs (signs intended to be left in place for 3 days or less) will not be measured for payment, but will be incidental to Maintain and Control Traffic.

Traffic Control Plan Page 3 of 3

Additional traffic control signs in addition to normal lane closure signing detailed on the Standard Drawings may be required by the Engineer. Additional signs needed may include, but are not limited to, signage for reduced speed limits and will be furnished, relocated and maintained by the Contractor.

CHANGEABLE MESSAGE SIGNS

Provide portable changeable message signs (PCMS) in advance of and within the project at locations to be determined by the Engineer. The locations designated may vary as the work progresses. The messages required to be provided will be designated by the Engineer. The PCMS will be in operation at all times. In the event of damage or mechanical/electrical failure, the Contractor will repair or replace the PCMS immediately. PCMS will be paid for once, no matter how many times they are removed or relocated. The Department will **not** take possession of the signs upon completion of the work.

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:

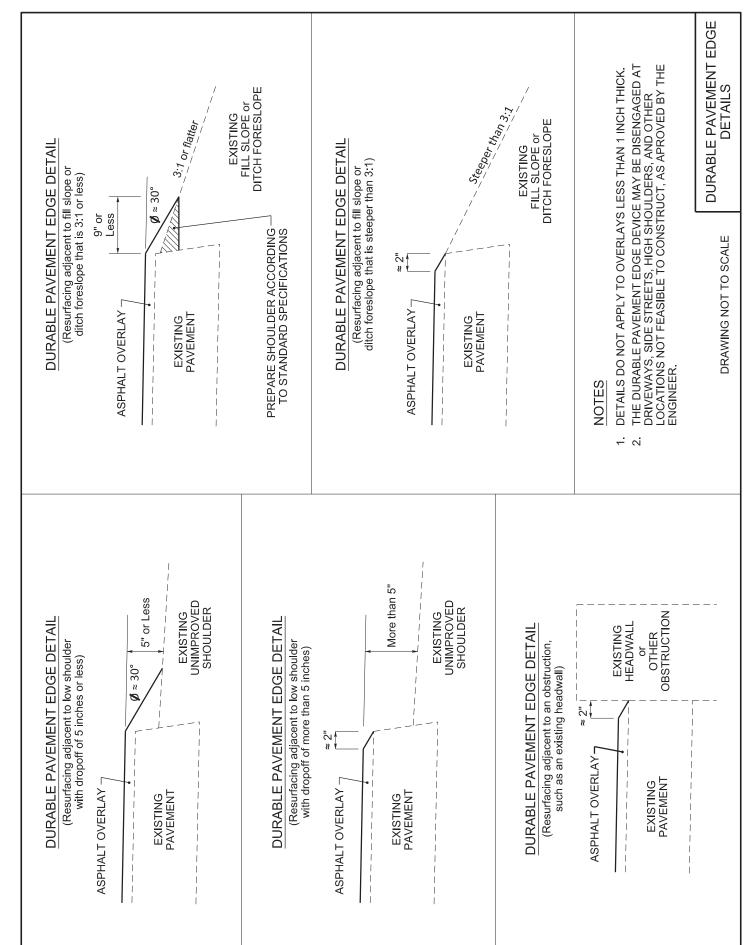
Less than 2" - No protection required.

Greater than 2" - 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.

A temporary barrier wall for drop-off protection shall be provided for construction of the retaining wall near Woodsdale Road. See the <u>Special Note for Modular Concrete</u> Retaining Wall and the related detail sheets for additional information.

PAVEMENT MARKINGS

Install Temporary and Permanent Striping according to Section 112. Prior to milling and/or resurfacing, locate and document the locations of the existing markings. After resurfacing, replace the markings at their approximate existing locations or as directed by Engineer. Place markings not existing prior to resurfacing as directed by the Engineer.





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

Origin:	A STATE OF THE PARTY OF THE PAR	Re-C	ertification RIGHT OF WAY CERTIFICATION				ATION	
ITE	M#			OUNTY	PROJ	ECT # (STATE)	PROJECT # (FEDERAL)	
05-9007			Bullitt		FD52-015-0	480-003-012	HSIP 5119 (015)	
PROJECT DESCRIPTION								
Asphalt Resurfacing and Roadside Rehab								
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 Unit	orm Kelo	cation	Assistance and	Real Property Acquisi	tions Policy Act	of 1970, as amended	d. No additional right of way or	
			uired for this pr					
All pacessanus	on with	aaitio	nai Kight of W	ay Required and C	leared)			
possession Tri	aî or ann	sy, men pal of c	oing control of	access rights when a	pplicable, have t	peen acquired includ	ling legal and physical	
remaining on t	he right-o	of-way.	but all occupar	its have vacated the l	an hossession us	s been obtained. Th	ere may be some improvements las physical possession and the	
rights to remov	ve, salvag	e. or de	emolish all impr	ovements and enter	on all land improv	Compensation has b	een paid or deposited with the	
court. All reloc	ations ha	ve bee	n relocated to d	ecent, safe, and sani	ary housing or t	hat KYTC has made :	available to displaced persons	
adequate repla	cement l	nousing	in accordance	with the provisions o	f the current FH	WA directive.	available to displaced belonits	
Condition	on # 2 (A	dditio	nal Right of W	ay Required with I	xception	Contract La		
The right of wa	y has not	been t	ully acquired, t	he right to occupy an	d to use all right	s-of-way required fo	r the proper execution of the	
project nas bee	en acquiri	20. Son	ie parcels may i	be pending in court a	nd on other pard	els full legal noscess	ion has not been obtained, but	
Lugut or entry to	ias deen d	octaine	a, the occupant	is of all lands and imp	rovements have	vacated, and KYTC I	has physical possession and right	
to remove, sail	/age, or o	emolis	n all improveme	ents. Just Compensati	on has been nai	d or deposited with t	the court for most parcola luck	
Compensation	tor all pe	naing p	arcels will be p	aid or deposited with	the court prior	to AWARD of constru	uction contract	
The acquisition	on #;5 (A	aarao	nai kignt on vi	ay Required with	xception)			
remaining occu	i Jingiri iu i ed atneni	un bad	pancy and use o	or a rew remaining pa	rcels are not cor	nplete and/or some	parcels still have occupants. All	
requesting auti	porization	to adv	replacement no vertise this proje	ousing made available act for bids and to pro-	to tnem in acco	rdance with 49 CFR	24.204. KYTC is hereby he necessary right of way will not	
be fully acquire	d, and/o	r some	occupants will i	not be relocated, and	for the just com	oensation will not b	ne necessary right of way will not e paid or deposited with the	
court for some	parcels u	ntil aft	er bid letting. K	YTC will fully meet all	the requiremen	ts outlined in 23 CER	R 635.309(c)(3) and 49 CFR	
24.102(j) and w	/ill expedi	ite com	pletion of all ac	quisitions, relocation	s, and full payme	ents after bid letting	and prior to	
AWAKD of the	construct	юп сог	itract or force a	ccount construction.		WAITEREN		
Total Number of Pa				PTION (S) Parcel #	ANTICIPATED DATE OF POSSESSION WITH EXPLANATION			
Number of Parcels	That Have	Been Acı	quired			-	The second secon	
Signed Deed Condemnation			-				The state of the s	
Signed ROE	_		1 1					
Notes/ Commen	ts (Use Ad	ditional	Sheet if necessa	ry)				
LPA RW Project Manager				T	Right of Way Supervisor			
Printed Name					Printed Name		Buytan	
Signature					Signature	7	Al .	
Date					Date	2-21-13		
Right of Way Director					FHWA			
Printed Name	DM	Lou			rinted Name		Section 100	
Signature	9	my !	6u		Signature		ture Required	
Date			0 77.5	e6 2017	Date		HWA-KYTC ordship Agreement	
	-	-	601	2017	Date	Ourient Grewa	ugamb valeement	

BULLITT COUNTY, HSIP 5119 (015) FD52 015 0480 003-012 Safety Improvements on KY 480 from MP 3.292-11.723 ITEM NUMBER 5-9007.00

GENERAL PROJECT NOTE ON UTILITY PROTECTION

Any work pertaining to the water main relocation is defined in the bid package and is to be carrier 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

Louisville Water Company (LWC) – Water Mains, North Nelson Water District – Water Mains, Louisville Gas and Electric (LG&E) - Natural Gas, Shepherdsville Sanitation District – Sanitary Sewers; Windstream – Internet and Cable; Spectrum – Internet and Cable; and Salt River Electric Cooperative – Electric. All utilities whose facilities are present are not to be disturbed during construction activities.

LWC has existing 8-inch through 12-inch PVC/DI water mains, gate valves and fire hydrants primarily along the south side of the existing roadway pavement along KY 480. **These facilities are to remain in place and are not to be disturbed except as described below.**

North Nelson Water District has existing 4-inch water mains, gate valves and fire hydrants along KY 480. **These facilities are to remain in place and are not to be disturbed.**

LG&E has natural gas mains along some segments along KY 480. These facilities are to remain in place and are not to be disturbed.

Shepherdsville/Bullitt County Sanitation District has sanitary sewer facilities near side streets off KY 480 that service industrial park and residential subdivisions. These facilities are to remain in place and are not to be disturbed.

Windstream has internet and cable facilities along the utility pole route and some segments underground. These facilities traverse along the north and south side of KY 480. **These facilities are to remain in place and are not to be disturbed.**

Spectrum has internet and cable facilities along the utility pole route and some segments underground. These facilities traverse along the north and south side of KY 480. **These facilities are to remain in place and are not to be disturbed.**

Salt River Electric Cooperative has single and 3-phase electric lines along KY 480. These facilities traverse along the north and south side of KY 480. **These facilities are to remain in place and are not to be disturbed.**

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

BULLITT COUNTY, HSIP 5119 (015) FD52 015 0480 003-012 Safety Improvements on KY 480 from MP 3.292-11.723 ITEM NUMBER 5-9007.00

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

Louisville Water Company has an existing 10-inch PVC water main running along the south side of KY 480 near Lickskillet Creek. As part of the roadway project the existing bridge over Lickskillet creek will be extended to the south approximately 5 feet. This extension and construction of new wingwalls will require the relocation of the existing of 10-inch water main from creek bank to creek bank as shown on the water main relocation plan. An existing ¾" water service and meter vault at this creek bank will need to be relocated as shown on the water main relocation plan. All work shall be performed in accordance with the LWC's Technical Specifications and Standard Drawings for Pipeline Construction, latest edition. A copy may obtained from the LWC Director of Engineering at 502-569-3600.

The contractor performing the relocation work MUST be prequalified by LWC in the 4-inch to 16-inch PVC/DI water main category.

THE FOLLOWING RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED					
	☐ Minimal Rail Involved (See Below)	☐ Rail Involved (See Below)			

BULLITT COUNTY, HSIP 5119 (015) FD52 015 0480 003-012 Safety Improvements on KY 480 from MP 3.292-11.723 ITEM NUMBER 5-9007.00

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.

<u>SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES</u>

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.

BULLITT COUNTY, HSIP 5119 (015) FD52 015 0480 003-012 Safety Improvements on KY 480 from MP 3.292-11.723 ITEM NUMBER 5-9007.00

AREA UTILITIES CONTACT LIST

<u>Util</u>	ity Company/Agency	Contact Name	Contact Information
1.	Louisville Water Company 550 S. Third Street Louisville, KY 40202	Daniel Tegene	502-569-3600 ext 3649 <u>DTegene@lwcky.com</u>
2.	North Nelson Water District 5555 Louisville Road Cox's Creek, KY 40013	Cole Cissell	502-348-8342
3.	LG&E (Gas) 820 West Broadway Louisville, KY 40202	Greg Geiser	502-627-3708 Greg.Geiser@LGE-KU.com
4.	Windstream 111 S. Main Street Elizabethtown, KY 42701	James Gavin	270-765-1818 james.galvin@windstream.com
5.	Salt River Electric Cooperative 6260 KY Highway 44 Shepherdsville, KY 40165	Don Crigler	502-348-3931
6.	Shepherdsville/Bullitt County Sanitati 365 Brenton Way Shepherdsville, KY 40165	ion District	502-957-6641

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.

Standard Water Bid Item Descriptions

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

BOLLARDS This item is for payment for furnishing and installing protective guard posts at above ground utility installations. A bollard may consist of, but not limited to, a steel post set in concrete or any other substantial post material. This item shall include all labor, equipment, and materials needed for complete installation of the bollard as specified by the utility owner specifications and plans. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

NOTE: A bid code for this item has been established in standard roadway bid items and shall be used for payment of this item. The bid code is 21341ND

W CAP EXISTING MAIN This item shall include the specified cap, concrete blocking and/or mechanical anchoring, labor, equipment, excavation, backfill, and restoration required to install the cap at the location shown on the plans or as directed in accordance with the specifications. This item is not to be paid on new main installations. This pay item is only to be paid to cap existing mains. Caps on new mains are incidental to the new main. Any and all caps on existing mains shall be paid under one bid item included in the contract regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

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

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

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

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

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

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

W FIRE HYDRANT ADJUST Includes all labor, equipment, excavation, materials, and backfill to adjust the existing fire hydrant using the fire hydrant manufacturer's extension kit for adjustments of 18" or less. Adjustments greater than 18" require anchoring couplings and vertical bends to adjust to grade. The Contractor will supply and install all anchor couplings, bends, fire hydrant extension, concrete blocking, restoration, granular drainage material, etc, needed to adjust the fire hydrant complete and ready for use as shown on the plans, and in accordance with the specifications and standard drawings. This also includes allowing for the utility owner inspector to inspect the existing fire hydrant prior to adjusting, contractor returning unusable fire hydrants to the utility owner warehouse and picking up a replacement hydrant. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete and ready for use.

W FIRE HYDRANT ASSEMBLY Includes all labor, equipment, new fire hydrant, isolating valve and valve box, concrete pad around valve box (when specified in specifications or plans), piping, anchoring tee, anchoring couplings, fire hydrant extension, excavation, concrete blocking, granular drainage material, backfill, and restoration, to install a new fire hydrant assembly as indicated on plans and on standard drawings compete and ready for use. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FIRE HYDRANT RELOCATE This item includes all labor and equipment to remove the existing fire hydrant from its existing location and reinstalling at a new location. This item shall include a new isolating valve and valve box, concrete pad around valve box (when required in specifications or plans), new piping, new anchoring tee, anchoring couplings, fire hydrant extensions, concrete blocking, restoration, granular drainage material, excavation, and backfill as indicated on plans, specifications, and on standard drawings compete and ready for use. This item shall also include allowing for utility owner inspector to inspect the existing fire hydrant prior to reuse, contractor returning unusable fire hydrants to the utility owner warehouse and picking up a replacement hydrant for use, if the existing fire hydrant is determined unfit for reuse. No additional payment will be made for rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FIRE HYDRANT REMOVE This bid item includes removal of an abandoned fire hydrant, isolating valve, and valve box to the satisfaction of the engineer. The removed fire hydrant, isolating valve and valve box shall become the property of the contractor for his disposal as salvage or scrap. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FLUSH HYDRANT ASSEMBLY This item shall include the flushing hydrant assembly, service line, tapping the main, labor, equipment, excavation, backfill, and restoration required to install the flush hydrant at the location shown on the plans and in accordance with the specifications and standard drawings, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W FLUSHING ASSEMBLY This item shall include the flushing device assembly, service line, meter box and lid, tapping the main, labor, equipment, excavation, backfill, and restoration required to install the

flushing device at the location shown on the plans and in accordance with the specifications and standard drawings, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W LEAK DETECTION METER This item is for payment for installation of a water meter at main valve locations where shown on the plans for detection of water main leaks. The meter shall be of the size and type specified in the plans or specifications. This item shall include all labor, equipment, meter, meter box or vault, connecting pipes between main and meter, main taps, tapping saddles, casting, yoke, and any other associated material needed for installation of a functioning water meter in accordance with the plans and specifications, complete and ready for use. No separate payment will be made under any other contract item for connecting pipe or main taps. Any and all leak detection meters shall be paid under one bid item included in the contract regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete and ready for use.

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

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

W METER This item is for payment for installation of all standard water meters of all sizes 2 inches ID or less as specified on the plans. This item shall include all labor, equipment, meter, meter box, casting, yoke, and any other associated material needed for installation of a functioning water meter in accordance with the plans and specifications, complete and ready for use. This item shall include connections to the new or existing water service line. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER ADJUST This item includes all labor, equipment, excavation, materials, backfill, restoration, and etc., to adjust the meter casting to finished grade (whatever size exists) at the location shown on the plans or as directed in accordance with the specifications and standard drawings complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER RELOCATE This item includes all labor, equipment, excavation, additional fittings, disinfection, testing, restoration, and etc., to relocate the existing water meter (whatever size exists), meter yoke, meter box, casting, and etc., from its old location to the location shown on the plans or as directed, in accordance with the specifications and standard drawings complete and ready for use. The new service pipe (if required) will be paid under short side or long side service bid items. Any and all meter relocations of 2 inches or less shall be paid under one bid item included in the contract regardless of size. Each individual relocation shall be paid individually under this item; however, no separate bid items will be established for meter size variations of 2 inches ID or less. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER VAULT SIZE RANGE 1 OR 2 This item is for payment for installation of an underground structure for housing of a larger water meter, fittings, and valves as required by the plans and specifications. This item shall include all labor, equipment, excavation, concrete, manhole castings or access doors, the specified meter(s) valve(s), all piping, and fitting materials associated with installing a functioning meter and vault in accordance with the plans, standard drawings, and specifications, complete and ready for use. The size shall be the measured internal diameter of the meter and piping to be installed. The size meter vault to be paid under size 1 or 2 shall be as follows:

Size Range 1 = All meter and piping sizes greater than 2 inches up to and including 6 inches Size Range 2 = All meter and piping sizes greater than 6 inches

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

W METER/FIRE SERVICE COMBO VAULT This item is for payment for installation of an underground structure for housing of a water meter and fire service piping, fittings, and valves as required by the plans and specifications. This item shall include all labor, equipment, excavation, concrete, manhole castings or access doors, the specified meter(s), valve(s), all piping, and fitting materials associated with installing a functioning meter and fire service vault in accordance with the plans and specifications, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W METER WITH PRESSURE REDUCING VALVE (PRV) This item is for payment for installation of all standard water meters with pressure reducing valves (PRV) of all sizes 2 inches ID or less as specified on the plans. This item shall include all labor, equipment, meter, PRV, meter box, casting, yoke, and any other associated material needed for installation of a functioning water meter with PRV in accordance with the plans and specifications, complete and ready for use. This item shall include connections to the new or existing water service line. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced.

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

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

W PLUG EXISTING MAIN This item shall include the specified plug, concrete blocking and/or anchoring, labor, equipment, excavation, backfill, and restoration required to install the plug in an existing in-service main that is to remain at the location shown on the plans or as directed in accordance with the specifications. Any and all plugs on all existing in-service mains shall be paid under one bid item included in the contract regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

NOTE: This utility bid item is not to be paid on new main installations or abandoned mains. This pay item is to plug existing in-service mains only. Plugs on new mains are incidental to the new main just like all other fittings.

NOTE: Plugging of existing abandon mains shall be performed and paid in accordance with Section 708.03.05 of KYTC Standard Specifications For Road And Bridge Construction and paid using Bid Code 01314 Plug Pipe.

W PRESSURE REDUCING VALVE This description shall apply to all pressure reducing valves (PRV) of every size required in the plans and specifications except those bid items defined as "Special". Payment under this description is to be for PRVs being installed with new main. This item includes the PRV as specified in the plans and specifications, polyethylene wrap (if required by specification), labor, equipment, excavation, anchoring (if any), pit or vault, backfill, restoration, testing, disinfection, and etc., required to install the specified PRV at the location shown on the plans in accordance with the specifications and standard drawings complete and ready for use. If required on plans and/or proposed adjoining DIP is restrained, PRVs shall be restrained. PRV restraint shall be considered incidental to the

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

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

W REMOVE TRANSITE (AC) PIPE This item shall include all labor, equipment, and materials needed for removal and disposal of the pipe as hazardous material. All work shall be performed by trained and certified personnel in accordance with all environmental laws and regulations. Any and all transite AC pipe removed shall be paid under one bid item included in the contract regardless of size. No separate bid items will be established for size variations. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid LINEAR FEET (LF) when complete.

W SERVICE LONG SIDE This bid item description shall apply to all service line installations of every size bid up to and including 2 inch inside diameter, except those service bid items defined as "Special". This item includes the specified piping material, main tap, tapping saddle (if required), and corporation stop materials, coupling for connecting the new piping to the surviving existing piping, encasement of 2 inches or less internal diameter (if required by plan or specification), labor, equipment, excavation, backfill, testing, disinfection, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and ready for use. This bid item is to pay for service installations where the ends of the service connection are on opposite sides of the public roadway and the service line crosses the centerline of the public roadway as shown on the plans. The length of the service line is not to be specified. Payment under this item shall not be restricted by a minimum or maximum length. The contractor shall draw his own conclusions as to the length of piping that may be needed. Payment under this item shall include boring, jacking, or excavating across the public roadway for placement. Placement of a service across a private residential or commercial entrance alone shall not be reason to make payment under this item. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. This pay item does not include installation or relocation of meters. Meters will be paid separately. No additional payment will be made for rock excavation or for special bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W SERVICE SHORT SIDE This bid item description shall apply to all service line installations of every size up to and including 2 inch internal diameter, except those service bid items defined as "Special". This item includes installation of the specified piping material of the size specified on plans, encasement of 2 inches or less internal diameter (if required by plan or specification), main tap, tapping saddle (if required), corporation stop, coupling for connecting the new piping to the surviving existing piping, labor, equipment, excavation, backfill, testing, disinfection, and restoration, at the locations shown on the plans or as directed, in accordance with the specifications and standard drawings, complete and

ready for use. This bid item is to pay for service installations were both ends of the service connection are on the same side of the public roadway, or when an existing service crossing a public roadway will remain and is being extended, reconnected, or relocated with all work on one side of the public roadway centerline as shown on the plans. The length of the service line is not to be specified and shall not be restricted to any minimum or maximum length. Payment shall be made under this item even if the service crosses a private residential or commercial entrance; but, not a public roadway. Private or commercial entrances shall not be considered a public roadway in defining payment under this item. The contractor shall draw his own conclusions as to the length of piping that may be needed. This pay item does not include installation or relocation of meters. Meters will be paid separately. No additional payment will be made for rock excavation or for bedding required in rock excavation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W SERVICE RELOCATE This item is for the relocation of an existing water service line where a meter is not involved, and where an existing service line can easily be adjusted by excavating alongside and moving the line horizontally and/or vertically a short distance without cutting the service line to avoid conflicts with road construction. This item shall include excavation, labor, equipment, bedding, and backfill to relocate the line in accordance with the plans and specifications complete and ready for use. Payment under this item shall be for each location requiring relocation. Payment shall be made under this item regardless of service size or relocation length. No separate pay items will be established for size or length variation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

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

W TAPPING SLEVE AND VALVE SIZE 1 OR 2 This item shall include the specified tapping sleeve, valve, valve box, concrete pad around valve box (when required in specifications or plans), labor, and equipment to install the specified tapping sleeve and valve, complete and ready for use in accordance with

the plans and specifications. The size shall be the measured internal diameter of the live pipe to be tapped. The size tapping sleeve and valve to be paid under sizes 1 or 2 shall be as follows:

Size 1 = All live tapped main sizes up to and including 8 inches

Size 2 = All live tapped main sizes greater than 8 inches

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

W TIE-IN This bid description shall be used for all main tie-in bid items of every size except those defined as "Special". This item includes all labor, equipment, excavation, fittings, sleeves, reducers, couplings, blocking, anchoring, restoration, disinfection, testing and backfill required to make the water main tie-in as shown on the plans, and in accordance with the specifications complete and ready for use. Pipe for tie-ins shall be paid under separate bid items. This item shall be paid EACH (EA) when complete.

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

W VALVE ANCHOR EXISTING This bid item is intended to pay for installation of restraint hardware on an existing valve where no restraint exists to hold the valve in place to facilitate tie-ins and other procedures where restraint is prudent. This work shall be performed in accordance with water specifications and plans. This bid item shall include all labor equipment, excavation, materials and backfill to complete restraint of the designated valve, regardless of size, at the location shown on the plans, complete and ready for use. Materials to be provided may include, but is not limited to, retainer glands, lugs, threaded rod, concrete, reinforcing steel or any other material needed to complete the restraint. Should the associated valve box require removal to complete the restraint, the contractor shall reinstall the existing valve box, the cost of which shall be considered incidental to this bid item. No separate bid items are being provided for size variations. All sizes shall be paid under one bid item. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

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

W VALVE CUT-IN This bid description is for new cut-in valve installations of all sizes where installation is accomplished by cutting out a section of existing main. This item shall include cutting the existing pipe, supplying the specified valve, couplings or sleeves, valve box, concrete pad around valve box (when required in specifications or plans), labor, equipment, and materials to install the valve at the locations shown on the plans, or as directed by the engineer, complete and ready for use. Any pipe required for installation shall be cut from that pipe removed or supplied new by the contractor. No separate payment will be made for pipe required for cut-in valve installation. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.

W VALVE VAULT This item is for payment for installation of an underground structure for housing of specific valve(s) as required by the plans and specifications. This item shall include all labor, equipment, excavation, concrete, manhole castings or doors, the specified valve(s), all piping, and fitting materials associated with installing a functioning valve vault in accordance with the plans, standard drawing, and specifications, complete and ready for use. Please refer to the Utility Company's Specifications. If the Company does not have specifications, KYTC's Specifications shall be referenced. This item shall be paid EACH (EA) when complete.



Kentucky Transportation Cabinet Highway District 5

And

_____(2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

Highway Safety Improvement Project on KY 480 in Bullitt County

Project: CID 17 - 4002

KPDES BMP Plan Page 1 of 14

Project information

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

- 1. Owner Kentucky Transportation Cabinet, District 5
- 2. Resident Engineer: (2)
- 3. Contractor name: (2)
 Address: (2)

Phone number: (2)

Contact: (2)

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

- 4. Project Control Number (2)
- 5. Route (Address): Cedar Grove Rd (KY 480)
- 6. Latitude/Longitude (project mid-point): 37°58'09", -85°35'02.63"
- 7. County (project mid-point): Bullitt County
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

A. Site description:

- 1. Nature of Construction Activity (from letting project description): Asphalt Pavement & Road Rehab
- 2. Order of major soil disturbing activities (2) and (3)
- 3. Projected volume of material to be moved: 3,710 CY (Fill) & 1,243 CY (Cut)
- 4. Estimate of total project area (acres): 60.778 acres
- 5. Estimate of area to be disturbed (acres): 3.714 acres
- Post construction runoff coefficient will be included in the project drainage folder. Persons needing information pertaining to the runoff coefficient will contact the resident engineer to request this information.
- 7. Data describing existing soil condition (1) & (2)
- 8. Data describing existing discharge water quality (if any) (1) & (2)
- 9. Receiving water name: Lick Skillet Creek, Greens Branch, & Cox Creek
- 10. TMDLs and Pollutants of Concern in Receiving Waters: *No TDML's were involved in this project.*
- 11. Site map Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
- 12. Potential sources of pollutants:

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

B. Sediment and Erosion Control Measures:

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

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

- 2. Following award of the contract, the contractor and resident engineer will annotate the erosion control sheets showing location and type of BMPs for each of the DDAs that will be disturbed at the outset of the project. This annotation will be accompanied by an order of work that reflects the order or sequence of major soil moving activities. The remaining DDAs are to be designated as "Do Not Disturb" until the contractor and resident engineer prepare the plan for BMPs to be employed. The initial BMP's shall be for the first phase (generally Clearing and Grubbing) and shall be modified as needed as the project changes phases. The BMP Plan will be modified to reflect disturbance in additional DDA's as the work progresses. All DDA's will have adequate BMP's in place before being disturbed.
- 3. As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - ➤ Construction Access This is the first land-disturbing activity. As soon as construction begins, bare areas will be stabilized with gravel and temporary mulch and/or vegetation.
 - At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants.

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Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.

- Clearing and Grubbing The following BMP's will be considered and used where appropriate.
 - Leaving areas undisturbed when possible.
 - Silt basins to provide silt volume for large areas.
 - Silt Traps Type A for small areas.
 - Silt Traps Type C in front of existing and drop inlets which are to be saved
 - Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - Brush and/or other barriers to slow and/or divert runoff.
 - Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - Non-standard or innovative methods.
- Cut & Fill and placement of drainage structures The BMP Plan will be modified to show additional BMP's such as:
 - Silt Traps Type B in ditches and/or drainways as they are completed
 - Silt Traps Type C in front of pipes after they are placed
 - Channel Lining
 - Erosion Control Blanket
 - Temporary mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - Non-standard or innovative methods
- Profile and X-Section in place The BMP Plan will be modified to show elimination of BMP's which had to be removed and the addition of new BMP's as the roadway was shaped. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy

KPDES BMP Plan Page 5 of 14

- ➤ Finish Work (Paving, Seeding, Protect, etc.) A final BMP Plan will result from modifications during this phase of construction. Probably changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection
 - Placing Sod
 - Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: This project does not include storm water BMPs or flow controls for post-construction use.

C. Other Control Measures

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

2. Waste Materials

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

3. Hazardous Waste

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

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4. Spill Prevention

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

Good Housekeeping:

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

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

> Hazardous Products:

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

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

The following product-specific practices will be followed onsite:

Petroleum Products:

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

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

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

> Fertilizers:

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

> Paints:

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

Concrete Truck Washout:

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

Spill Control Practices

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

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

D. Other State and Local Plans

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

E. Maintenance

- 1. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.
- Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.
- Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm

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water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. *There are no such BMP's*.

F. Inspections

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

- All erosion prevention and sediment control measures will be inspected at least once each week and following any rain of one-half inch or more.
- Inspections will be conducted by individuals that have successfully completed the KEPSC-RI course as required by Section 213.02.02 of the Standard Specifications for Road and Bridge Construction, current edition.
- Inspection reports will be written, signed, dated, and kept on file.
- Areas at final grade will be seeded and mulched within 14 days.
- Areas that are not at final grade where construction has ceased for a period of 21 days or longer and soil stock piles shall receive temporary mulch no later than 14 days from the last construction activity in that area.
- ➤ All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported.
- > Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
- Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
- ➤ Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 50 percent of the design capacity and at the end of the job.
- ➤ Diversion dikes and berms will be inspected and any breaches promptly repaired. Areas that are eroding or scouring will be repaired and re-seeded / mulched as needed.
- ➤ Temporary and permanent seeding and mulching will be inspected for bare spots, washouts, and healthy growth. Bare or eroded areas will be repaired as needed.
- All material storage and equipment servicing areas that involve the management of bulk liquids, fuels, and bulk solids will be inspected weekly for conditions that represent a release or possible release of pollutants to the environment.

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G. Non – Storm Water discharges

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

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

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

H. Groundwater Protection Plan (3)

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

Contractors statement: (3)

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

_____2. (e) land treatment or land disposal of a pollutant;
_____2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);
______2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;
_____2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

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2. (k) Application or related handling of road oils, dust suppressants of deicing materials, (does not include use of chloride-based deicing materials applied to roads or parking lots);
2. (m) Installation, construction, operation, or abandonment of wells, bore noles, or core holes, (this does not include bore holes for the purpose of explosive demolition);
Or, check the following only if there are no qualifying activities
There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plant

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

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

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

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engine	eer signature			
Signed	title	,		_
Typed or	printed name ²		signature	
(3) Signed	title	,		
	rinted name ¹		signature	

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

Sub-Contractor Certification

Subcontractor

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

	Name: Address: Address:	
	Phone:	
The par	rt of BMP plan this subcontractor is responsible to imple	ment is:
Kentucl dischar dischar	under penalty of law that I understand the terms and ky Pollutant Discharge Elimination System permit that a ges, the BMP plan that has been developed to manage ged as a result of storm events associated with the corement of non-storm water pollutant sources identified as	authorizes the storm water the quality of water to be enstruction site activity and
Signed	title	signature
res	Sub Contractor Note: to be signed by a persor ponsible corporate officer, a general partner or the	e proprietor or a person

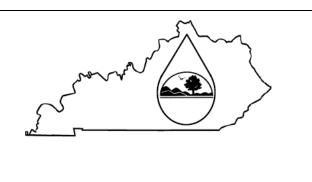
responsible corporate officer, a general partner or the proprietor or a person designated to have the authority to sign reports by such a person in accordance with 401 KAR 5:060 Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky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

CID 17-4002 Bullitt County Highway Safety Improvement Project on KY 480 from MP 3.362 – 11.723

KPDES Notice of Intent for coverage of Storm Water Discharge Associated with Construction Activities Under the KPDES Storm Water General Permit KYR10.

eForm Transaction ID: 90112468-b6c9-447a-96c4-6eaaedf6742c

Contract ID: 174002 Page 82 of 249



KENTUCKY POLLUTION DISCHARGE

ELIMINATION SYSTEM (KPDES)

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

Click here for Instructions (Controls/KPDES_FormKYR10_Instructions.htm)

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

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

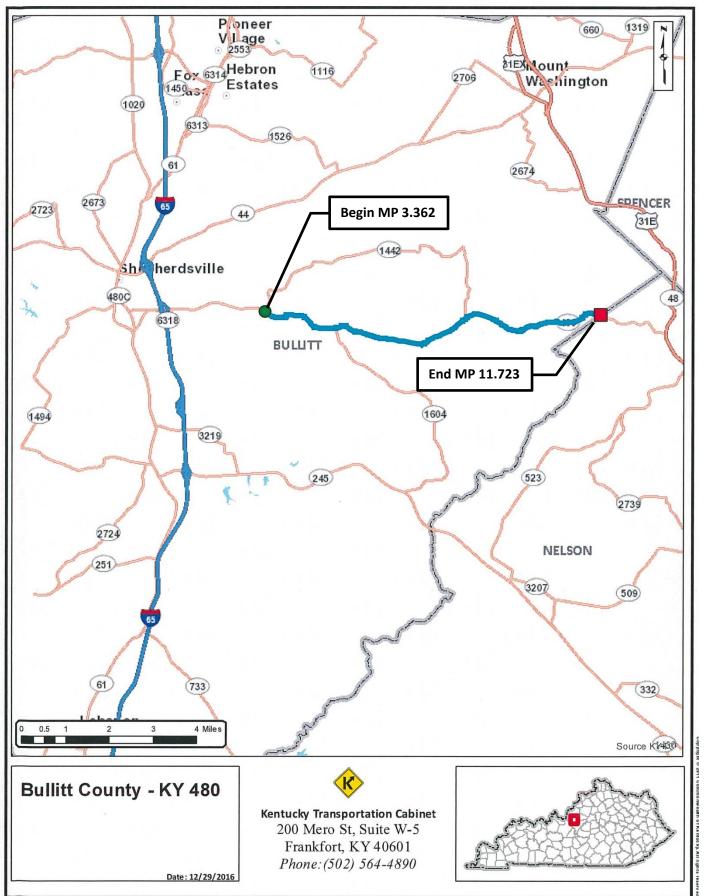
Reason for Submittal:(*) Agency Interest ID:					Permit Number:(√)								
Application for New Permit Coverage ▼					KPDES Permit Number								
If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(√)													
ELIGIBILITY: Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance.													
EXCLUSIONS: The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed.													
SECTION I FACILITY OPERATOR INFORMATION (PE	ERMITTEE)												
Company Name:(√)		First Name:(√)		M.I.:	Last Name:	(/)						
Kentucky Transportation Cabinet, District 5		Matt			MI	Bullock							
Mailing Address:(*)	City:(*)			State:(*)		_	Zip:(*)						
8310 Westport Road	Louisville			Kentucky		▼	40242						
eMail Address:(*) Matt.Bullock@ky.gov		Business Phone:(*) 502-210-5400			Alternate Phone: Phone								
SECTION II GENERAL SITE LOCATION INFORMATIC	DN												
Project Name:(*)			Status of Owr	ner/Operator(*	*)	SIC Code(*)							
KYTC Project: CID 17-4002			State Gove	ernment	▼	1611 High	nway and Street Cons						
Company Name:(√)		First Name:(√)		M.I.:	Last Name:	(√)						
Company Name		First Name	ame MI Last Nan			Last Name	е						
Site Physical Address:(*)													
KY 480													
City:(*)			State:(*)			Zip:(*)							
Shepherdsville			Kentucky		▼	40165							
County:(*)	•	• , ,	*)DMS to DD Co			ecimal degrees	5)(*)						
Bullitt (https://www.fcc.gov/media			-85.584064										
SECTION III SPECIFIC SITE ACTIVITY INFORMATION 2													
Project Description:(*) Highway Safety Improvement Project consisting of shouldering improvements, pipe extension and replacement, and guardrail replacement													
a. For single projects provide the following information													
<u> </u>													

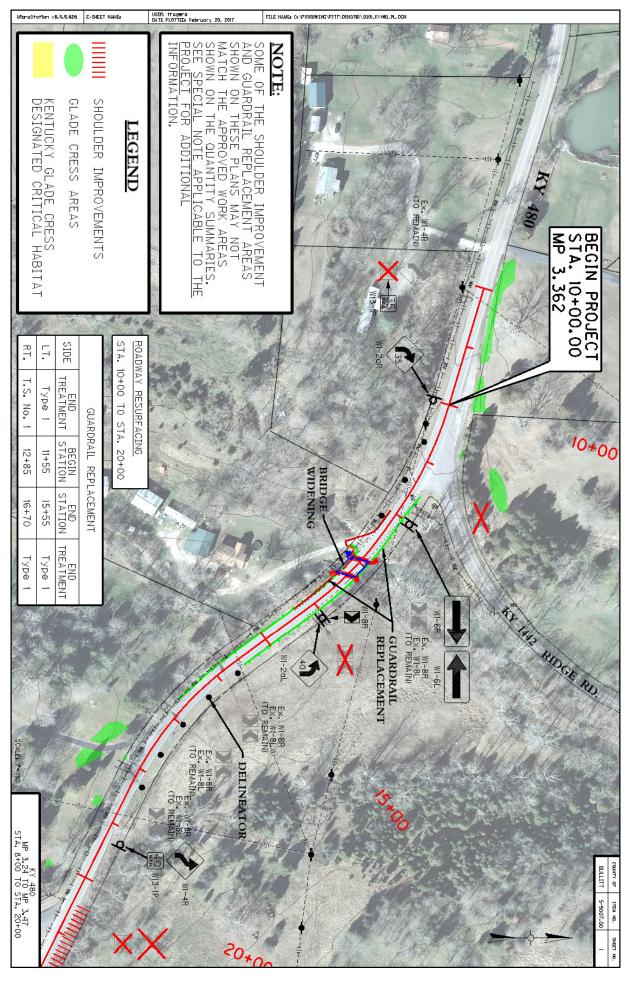
Contract ID: 174002 Page 83 of 249

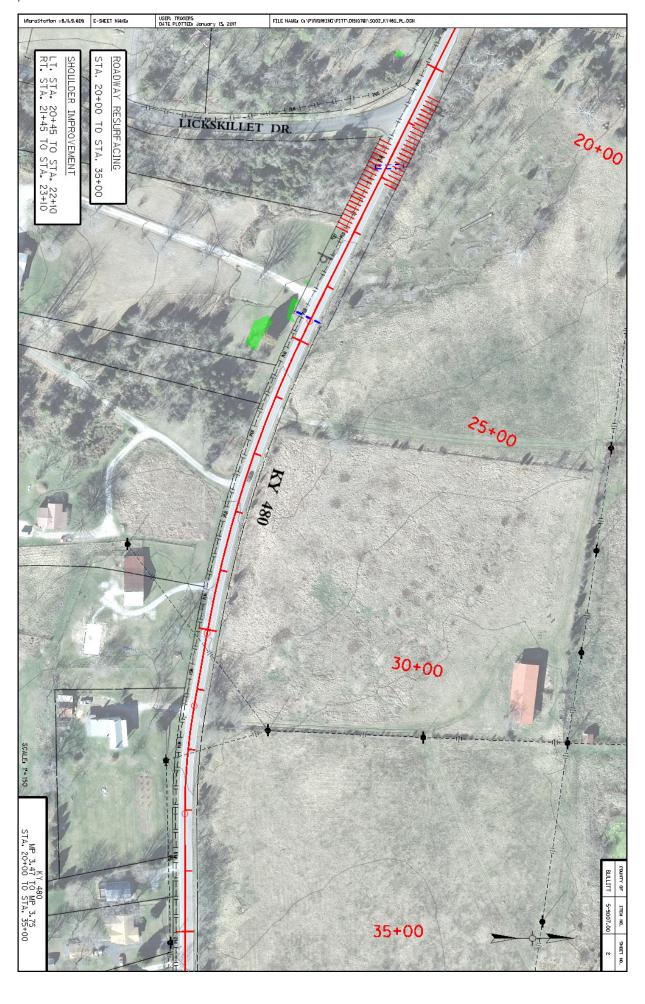
Total Number of Acres in P	otal Number of Acres in Project:(√)				Total Number of Acres Disturbed:(√)				
60.78					3.71				
Anticipated Start Date:(√)			Anticipated Completion Date:(√)						
b. For common plans of	development provide the	following information	on						
·		- J		Total Number of Acce	e Dieturbod:/ /\				
Total Number of Acres in P	roject.(V)			Total Number of Acre	s Disturbed.(√)				
# Acre(s)				# Acre(s)					
Number of individual lots in	development, if applicabl	e:(√)		Number of lots in dev	elopment:(√)				
# lot(s)	. , , , , , , , , , , , , , , , , , , ,			# lot(s)	. ,				
Total acreage of lots intend	led to be developed:(√)			Number of acres inte	nded to be disturbed at an	y one time:(√)			
Project Acres				Disturbed Acres					
Author and Olevi Date / O				A district and On an alatic	. D. L. (()				
Anticipated Start Date:(√)				Anticipated Completic	on Date:(√)				
List Building Contractor(s)	at the time of Application:	*)							
Company Name		,							
+									
· '									
4							h		
SECTION IV IF THE PER	RMITTED SITE DISCHAR	GES TO A WATER I	BODY THE FO	DLLOWING INFORMAT	ON IS REQUIRED 🍳				
Discharge Point(s):									
Unnamed Tributary?	Latitude	Longitude	Receiving	y Water Name					
8 Yes	37.969756	-85.609740	Cedar Cre		Delete				
9 No	37.968847	-85.604726	Cedar Cre		Delete				
10 Yes	37.967933	-85.597017	Cedar Cre		Delete				
11 No	37.968537	-85.585723	Greens B	ranch	Delete				
12 No	37.975283	-85.571089	Cedar Cre	eek	Delete				
13 Yes	37.973173	-85.555158	Rocky Ru	n	Delete				
14 No	37.972566	-85.545296	Rocky Run		Delete				
15 Yes	37.972900	-85.541675	Cox Cree	k	Delete				
16 No	37.974170	-85.531856	Cox Cree	k	Delete				
17 Yes	37.974029	-85.529432	Cox Creek		Delete				
	·	•	·		•				
SECTION V IF THE PER	MITTED SITE DISCHARG	SES TO A MS4 THE	FOLLOWING	INFORMATION IS RE	QUIRED 🏿				
Name of MC4:									
Name of MS4:									
							▼		
Date of application/notificat	ion to the MC4 for constru	uotion oito normit oo	worogo:	Discharge Point(a):(*)					
	ion to the MS4 for constitu	iction site permit co	iverage.	Discharge Point(s):(*)					
Date				Latitude +	Longitude				
				T					
							•		
SECTION VI WILL THE F	PROJECT REQUIRE CON	STRUCTION ACTIV	VITIES IN A W	/ATER BODY OR THE F	RIPARIAN 70NF?				
				WILK BODT OK THE P	MI / MAIAN ZOINL!				
Will the project require con	struction activities in a wat	ter body or the ripar	rian zone?:	Yes			•		
(*)									
If Yes, describe scope of activity: (✓)				Culturat nine replacements and extensions					
,	,			Culvert pipe replacements and extensions					
Is a Clean Water Act 404 permit required?:(*)				Voc					
15 a Clean Water Act 404 0	ermit required?:(*)			V.					
is a Clear Water Act 404 p	ermit required?:(*)			Yes			•		

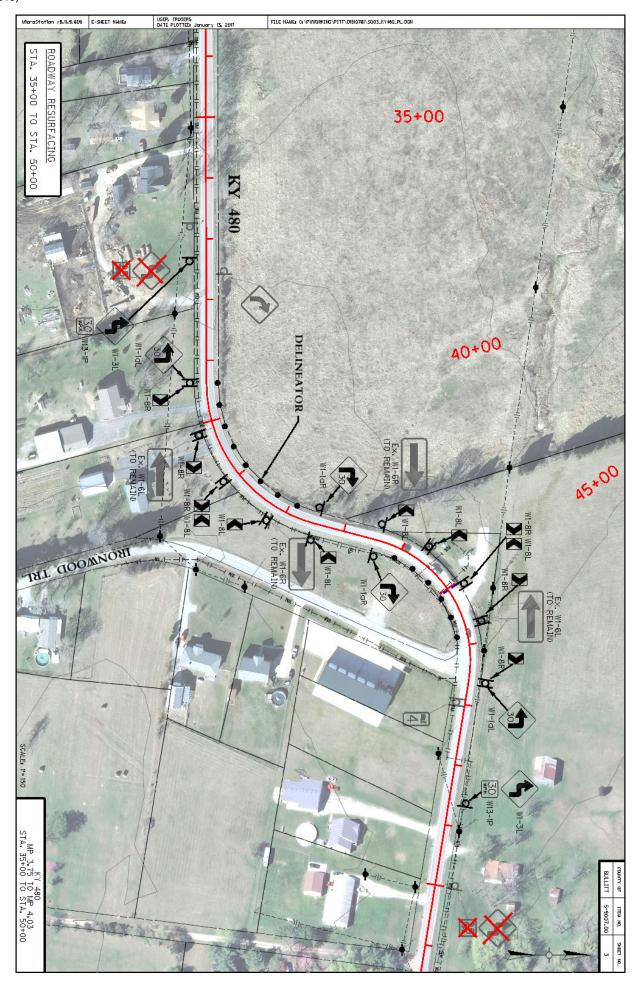
Contract ID: 174002 Page 84 of 249

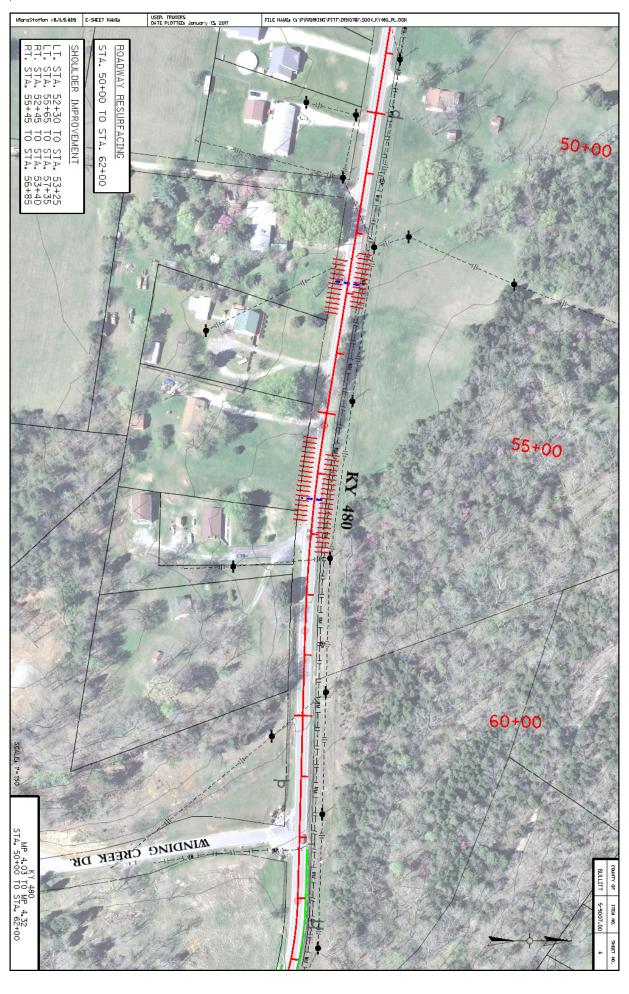
Is a Clean Water Act 401 Water Quality Certificati	Yes			•				
SECTION VII NOI PREPARER INFORMATION								
First Name:(*) M.I.:	Last Name:			Company Name:(*)				
First Name MI	Last Nam	e		Company Name				
Mailing Address:(*)	City:(*)			State:(*)	Zip:(*)			
Mailing Address	City				▼	Zip		
eMail Address:(*)			Business Ph	one:(*)	Alternate Ph	none:		
eMail Address			Phone		Phone			
SECTION VIII ATTACHMENTS								
Facility Location Map:(*)			Upload file]				
Supplemental Information: Upload file								
SECTION IX CERTIFICATION								
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.								
Signature:(*) Title:(*)								
Signature Title								
First Name:(*) M.I.:				Last Name:(*)				
First Name MI Last Name								
eMail Address:(*) Business Phone:(*)				Alternate Phone:		Signature Date:(*)		
eMail Address Phone				Phone		Date		
Click to Save Values for Future Retrieval								

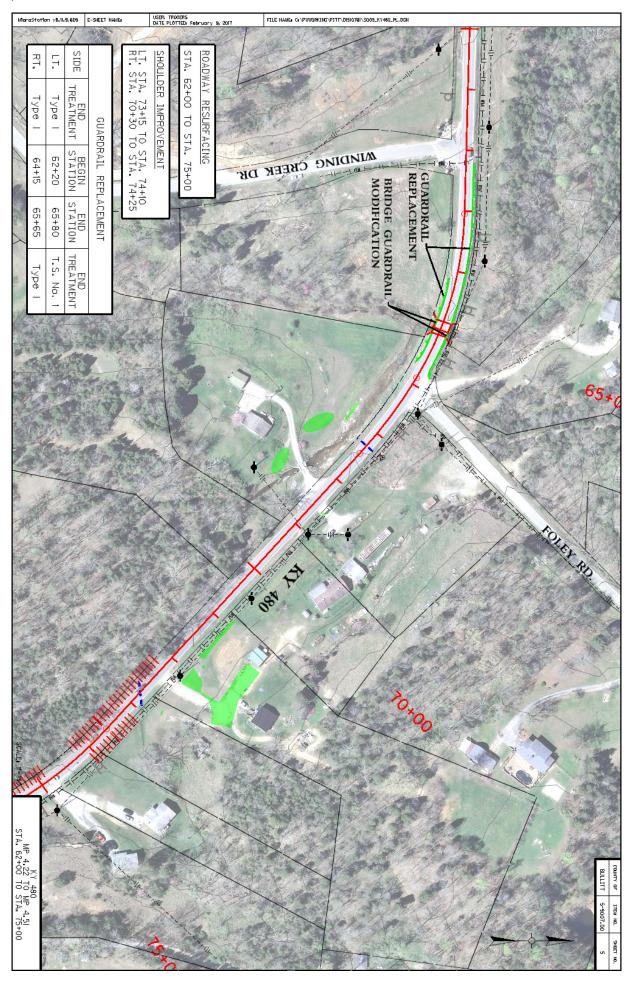


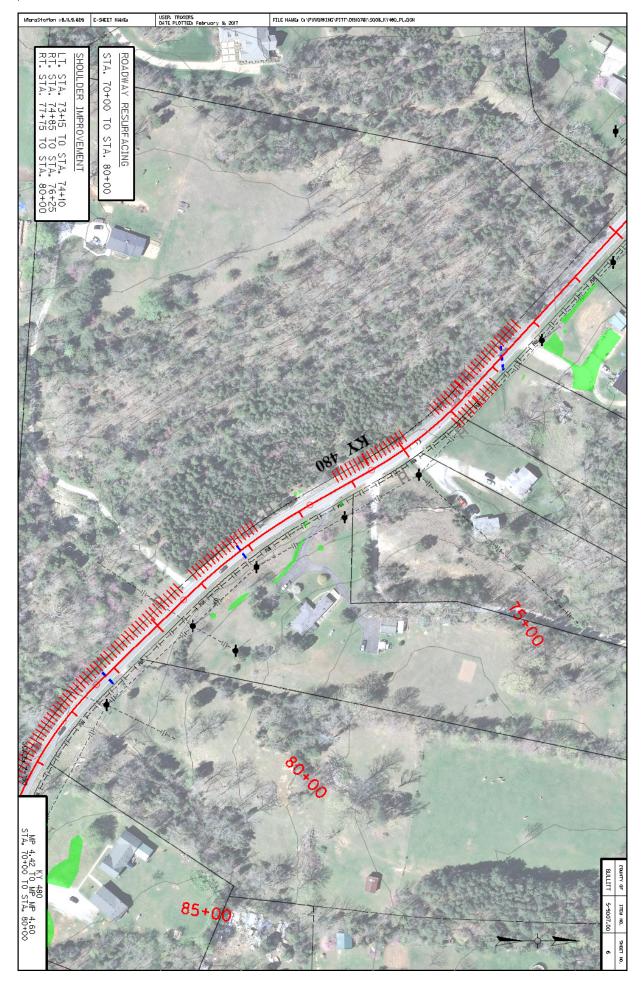


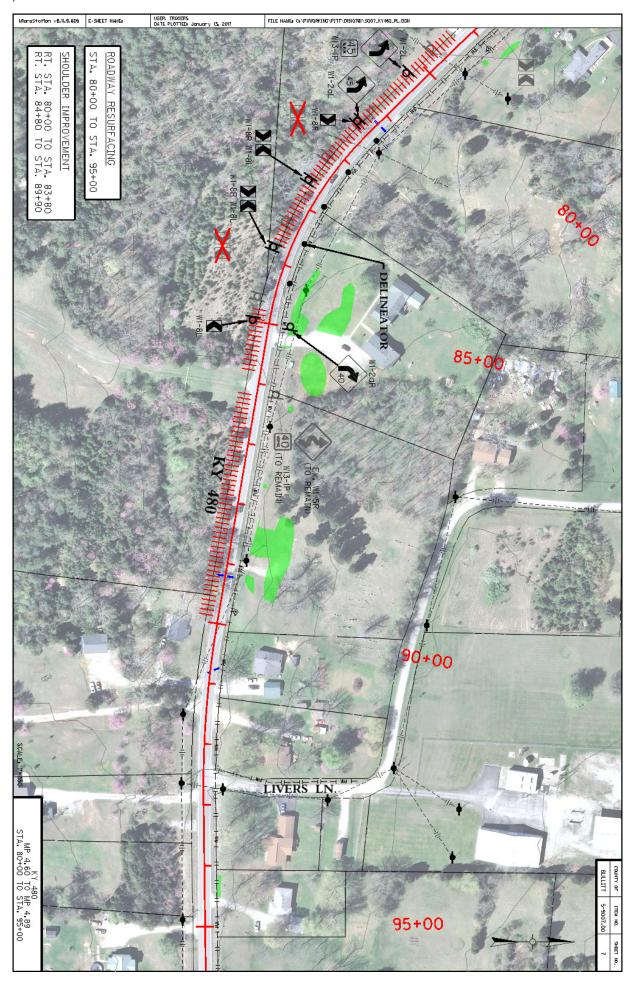


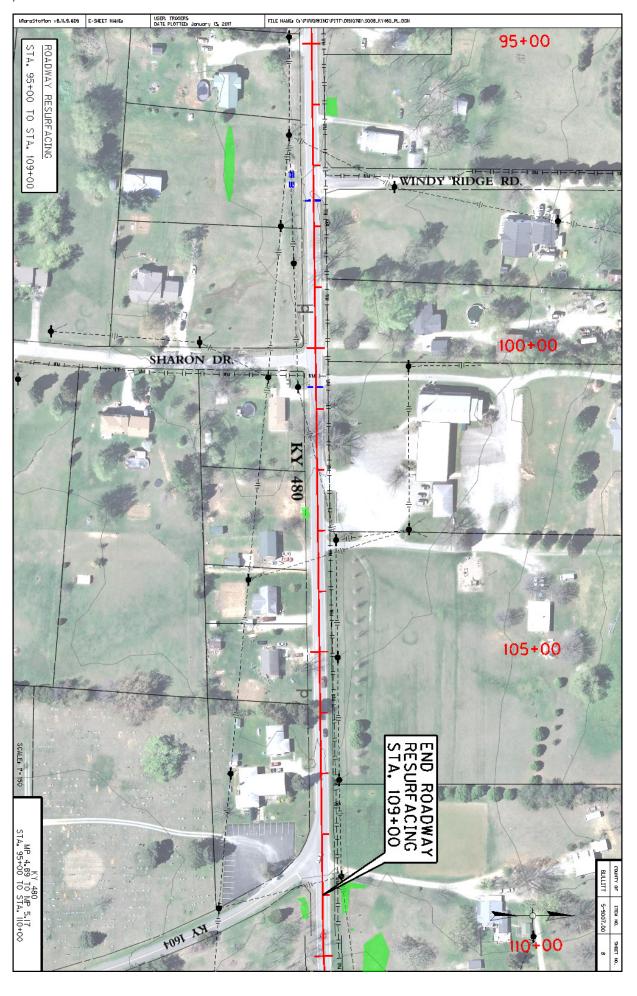


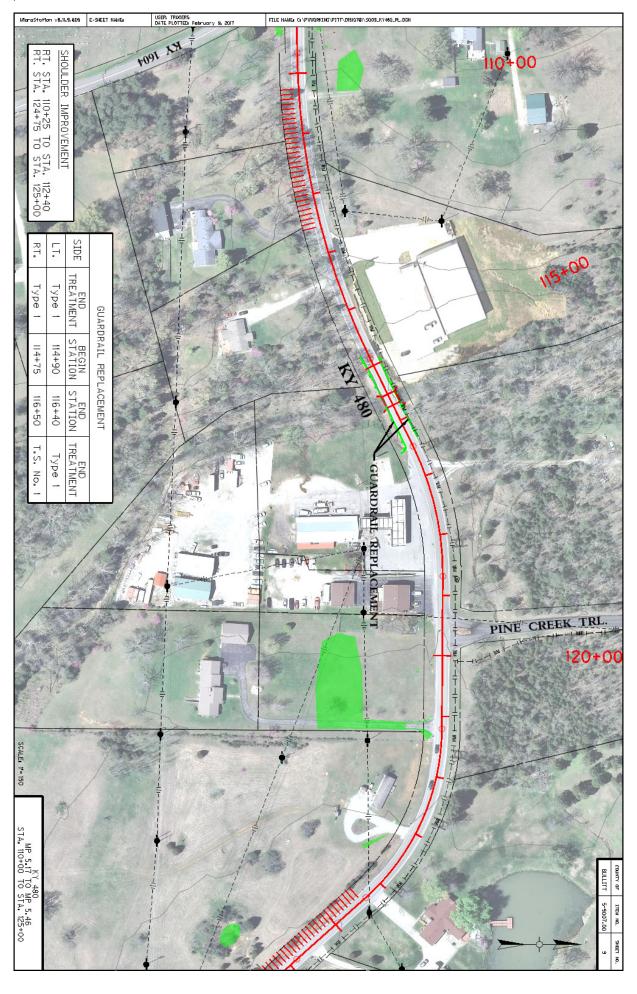


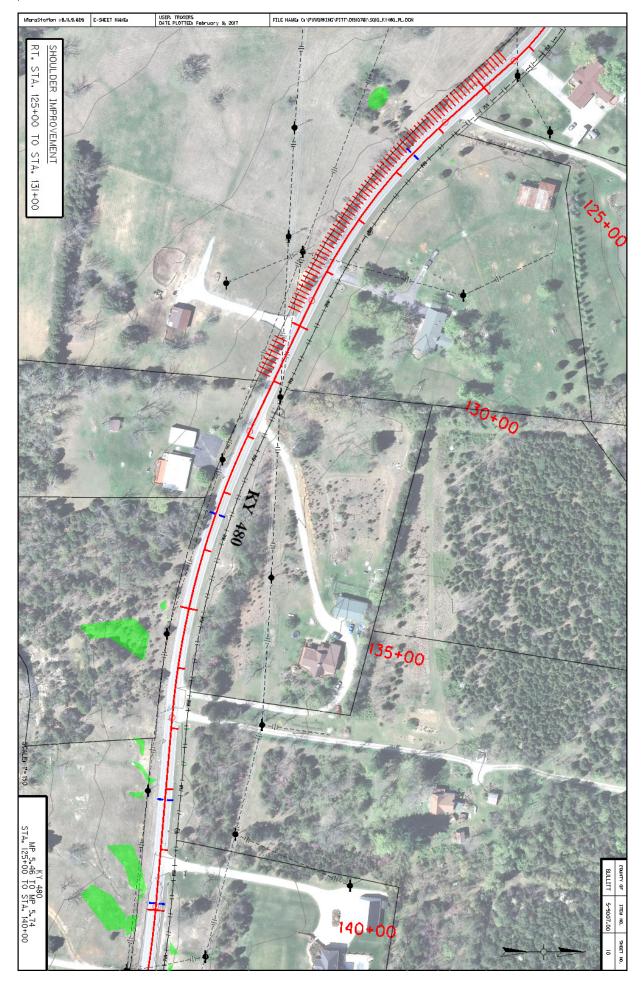


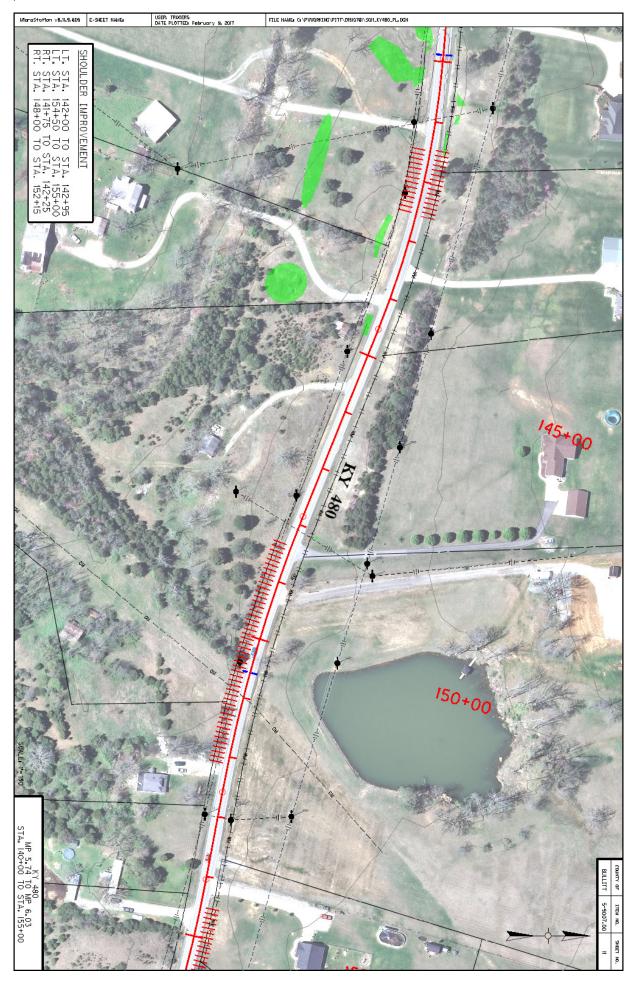


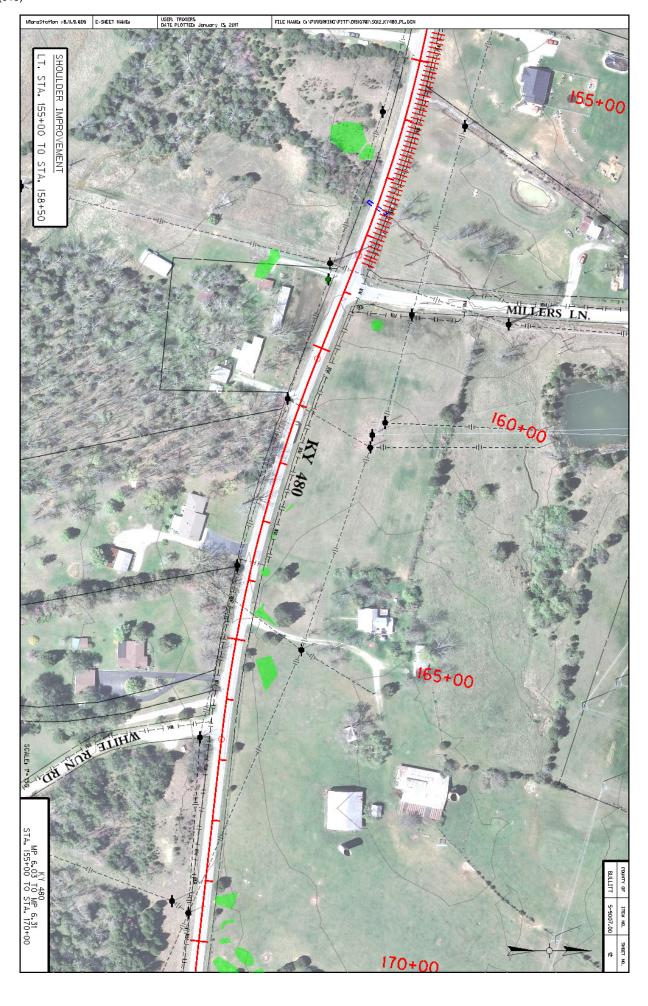


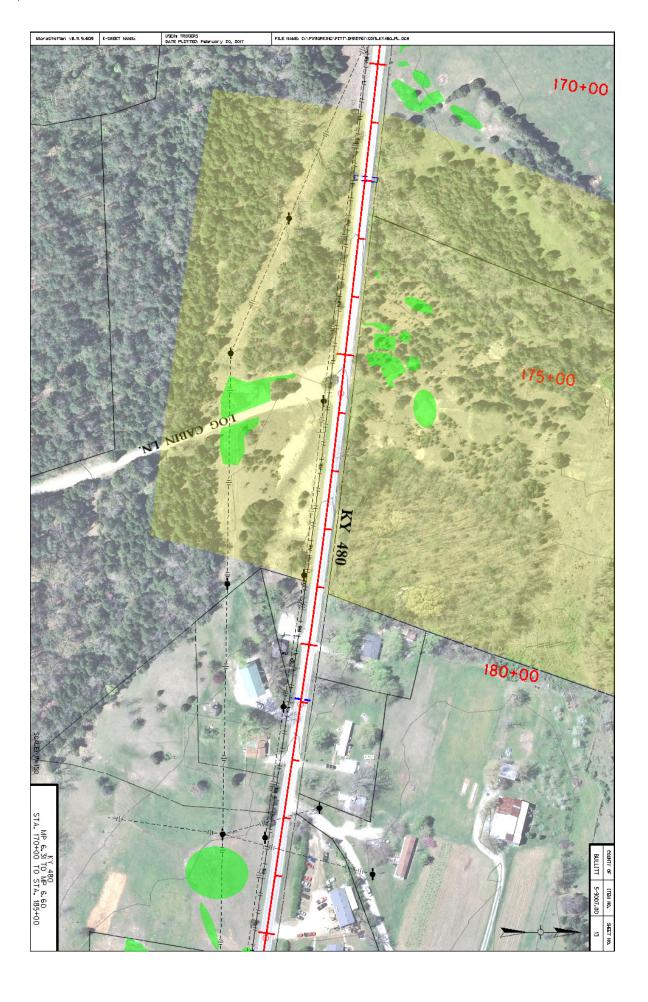


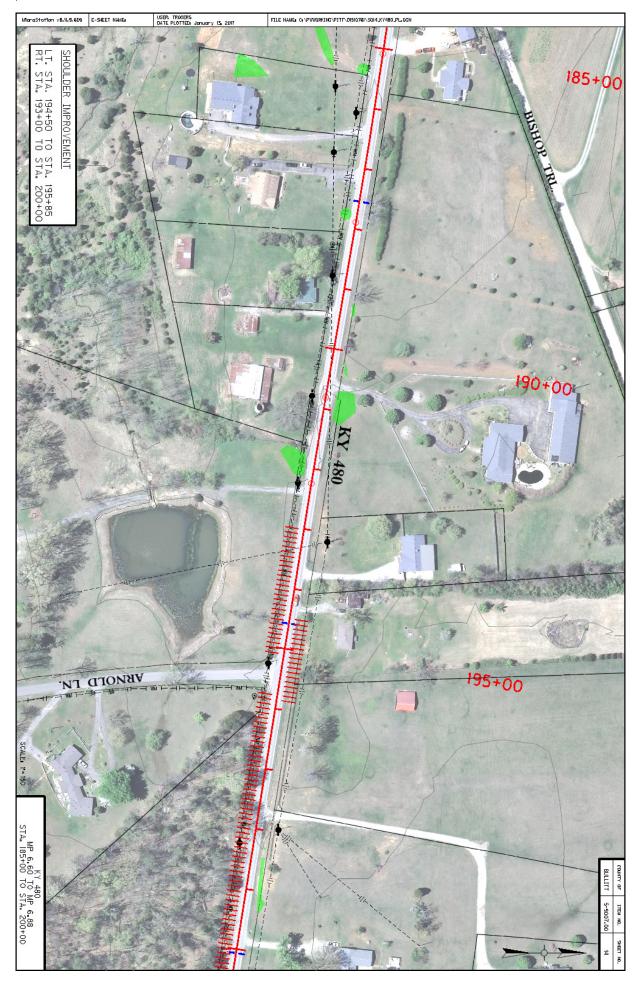


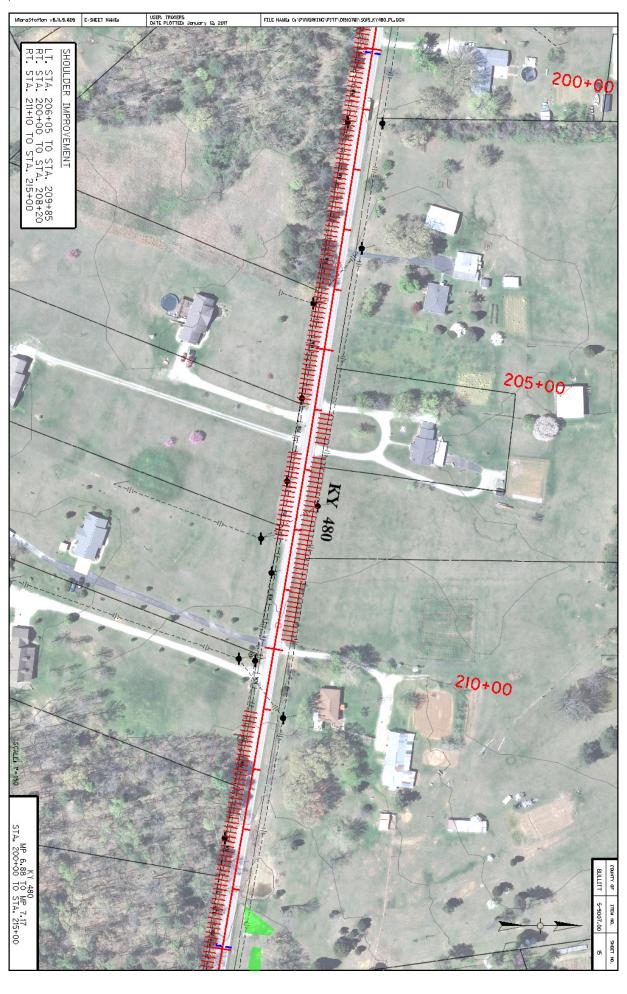


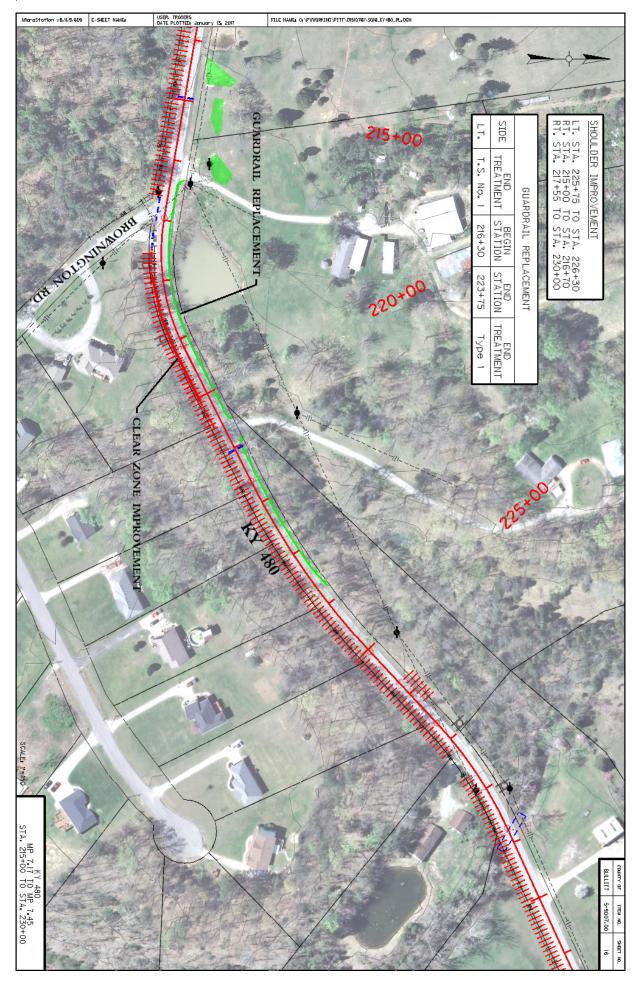


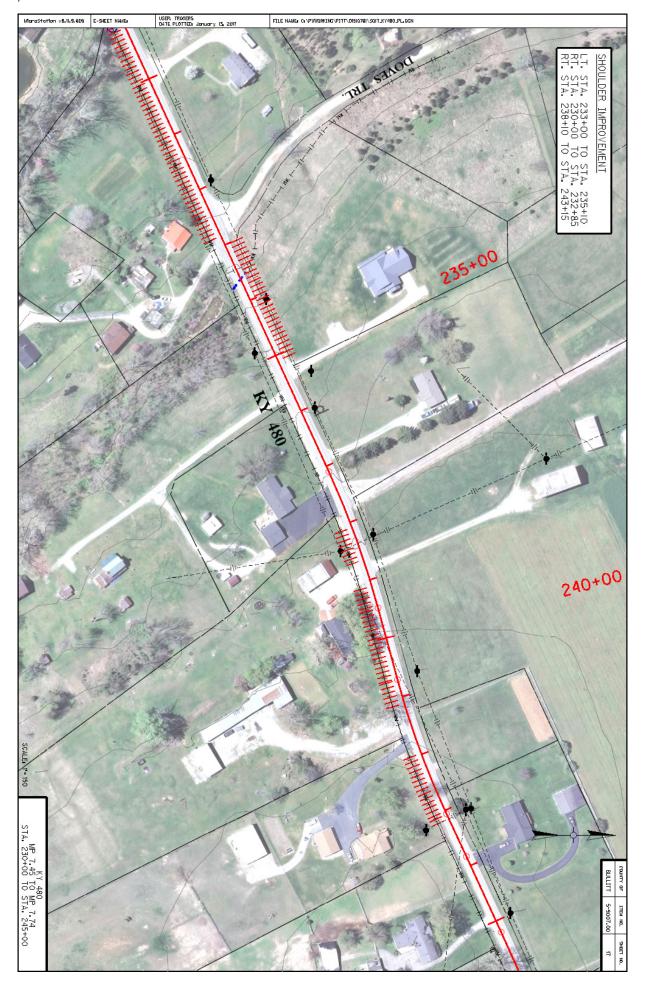


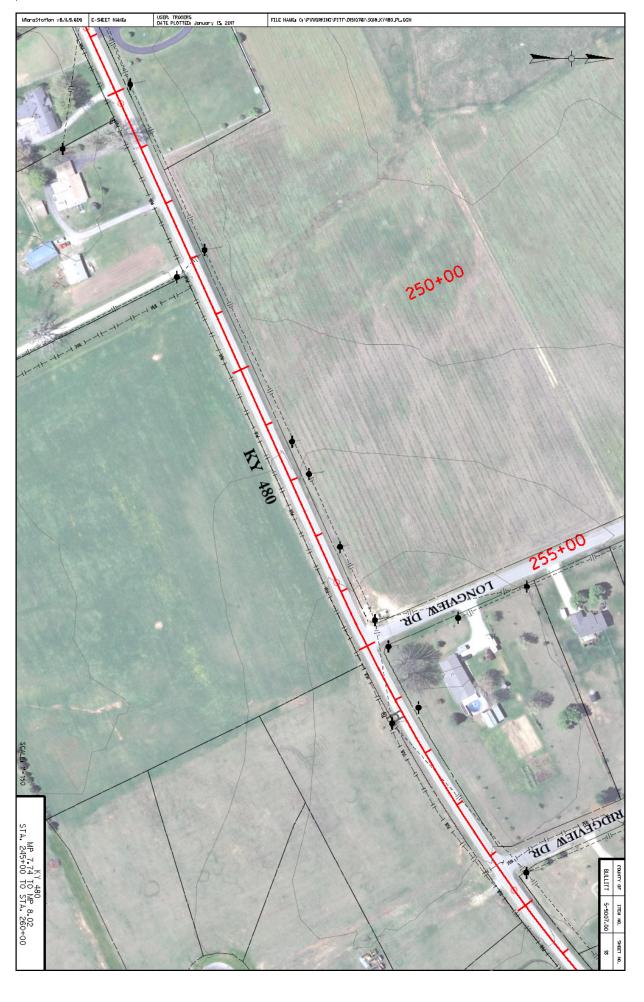


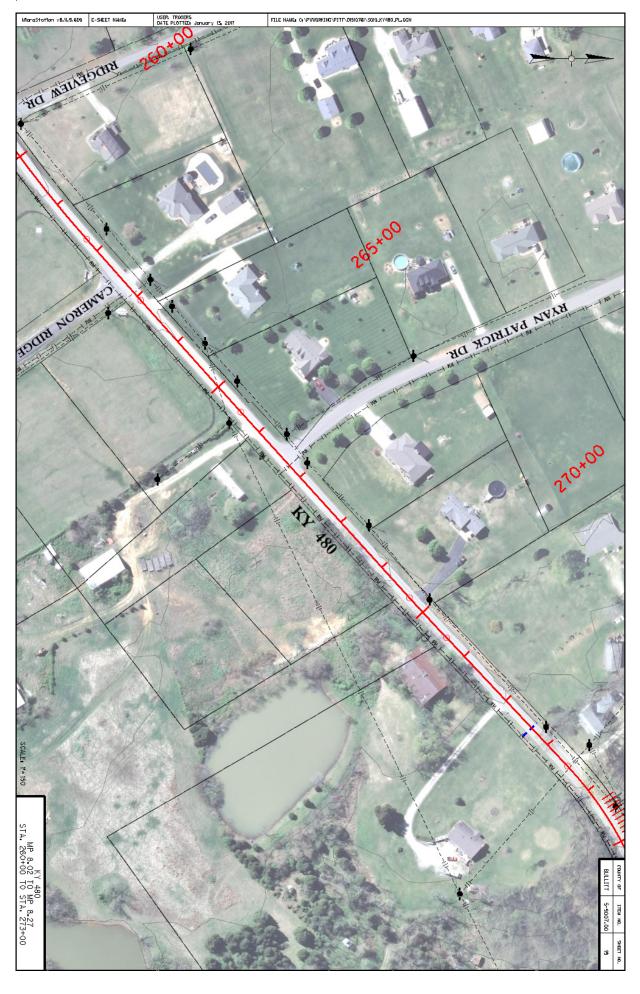


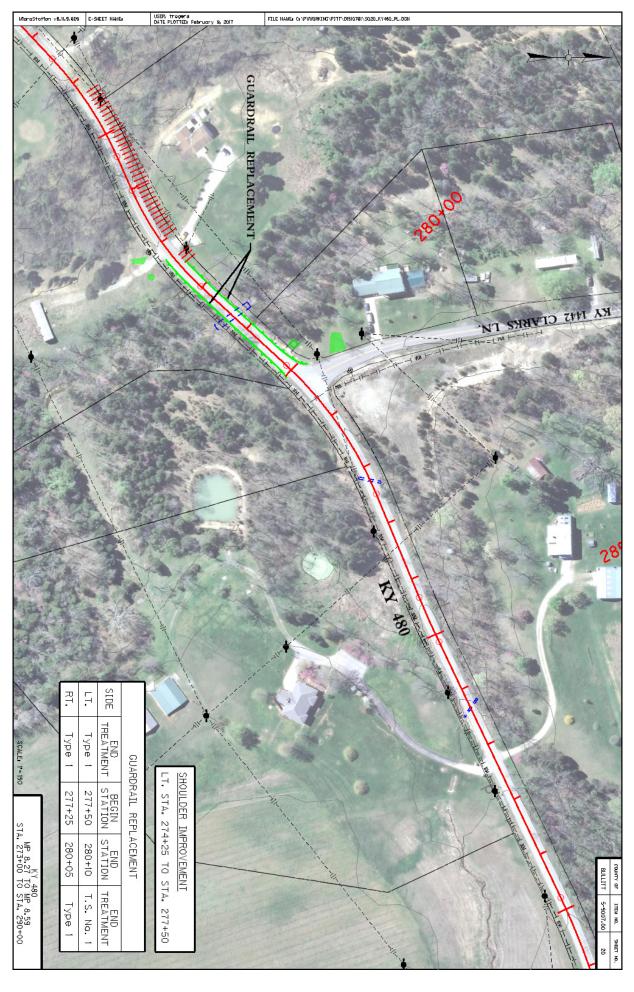


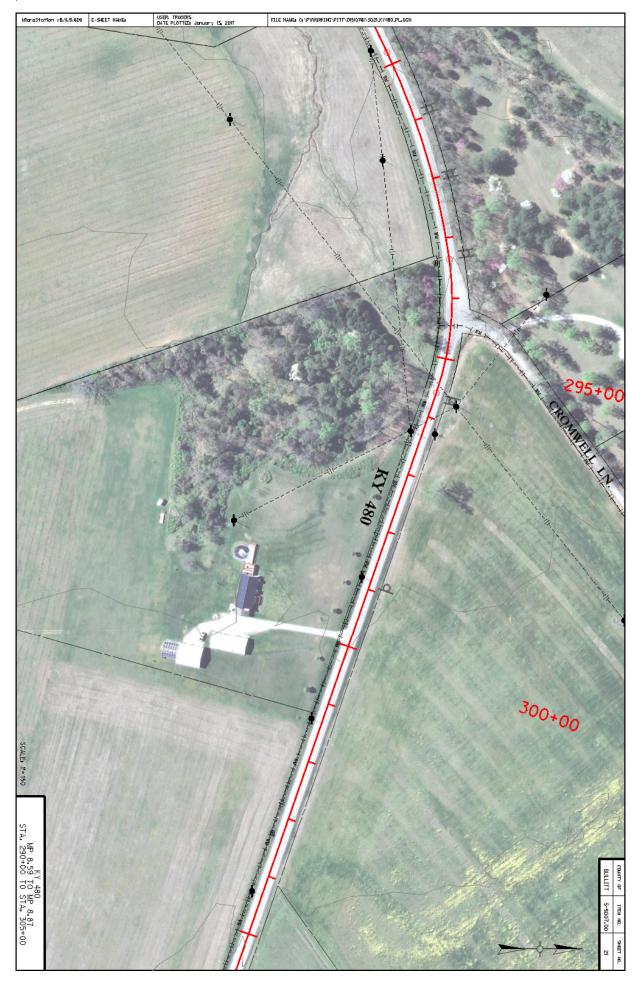


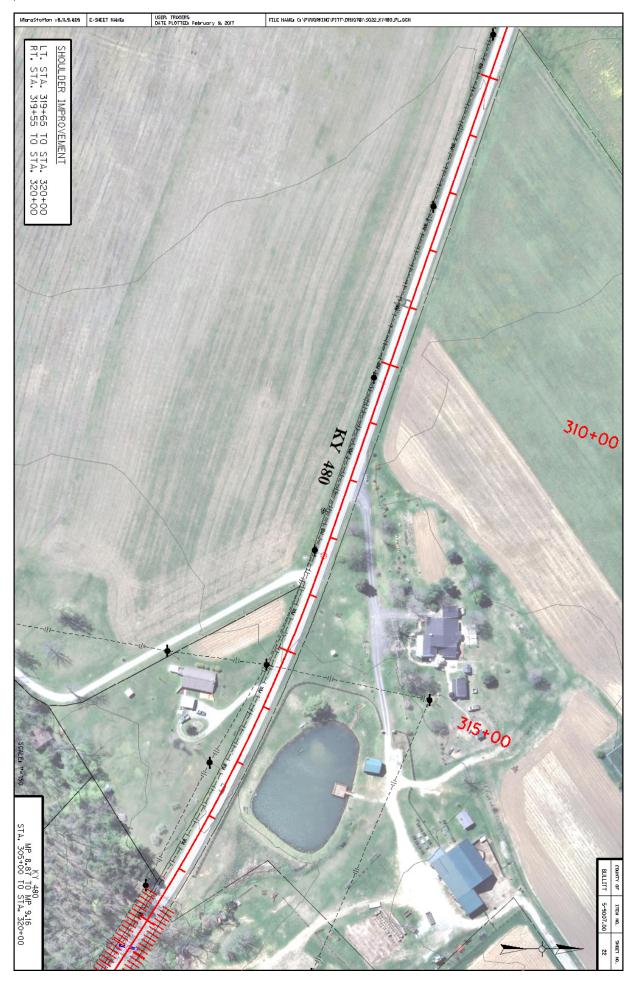


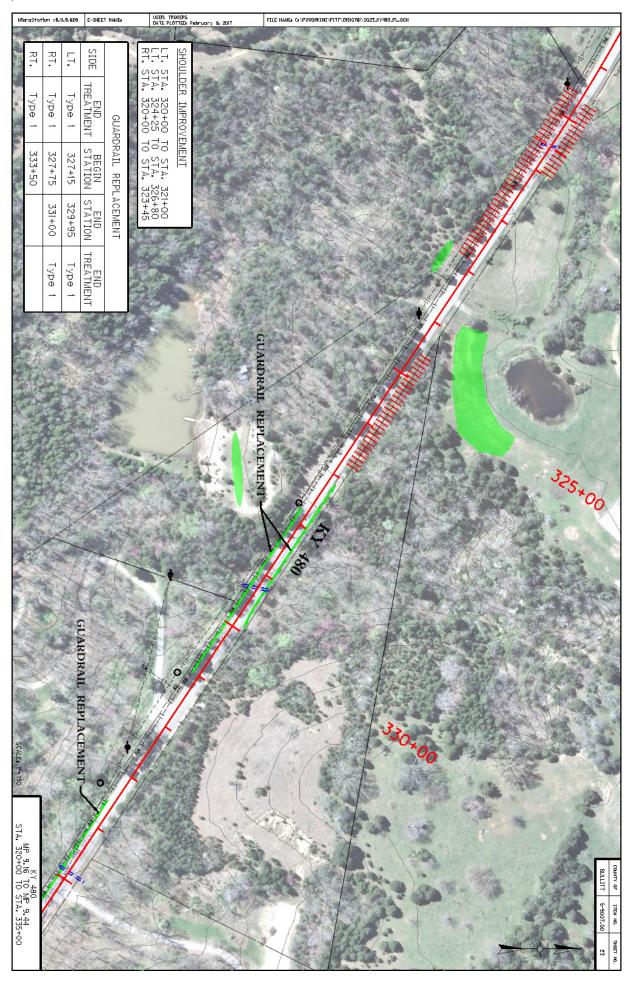


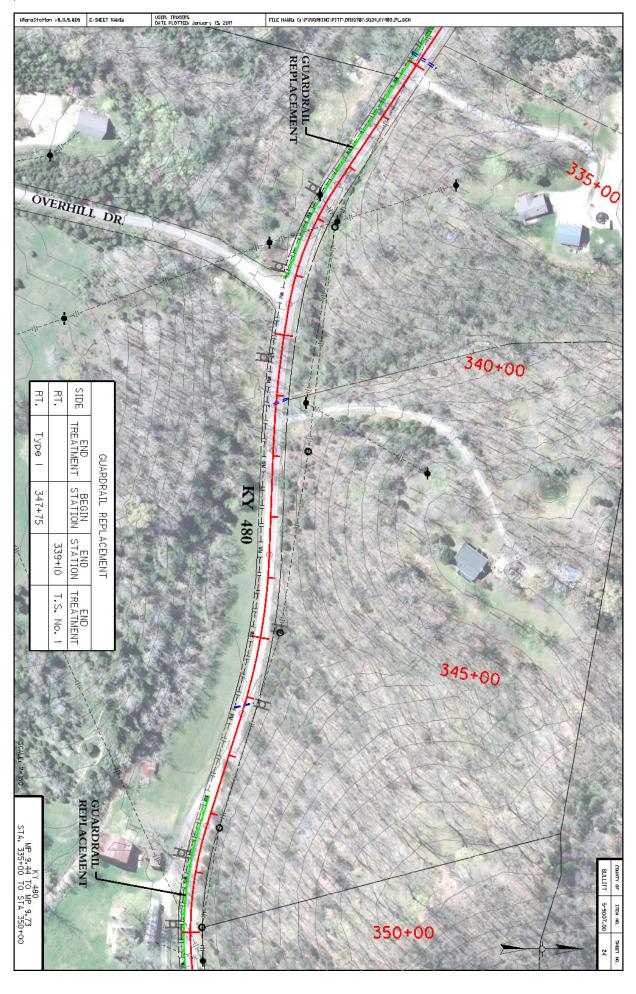


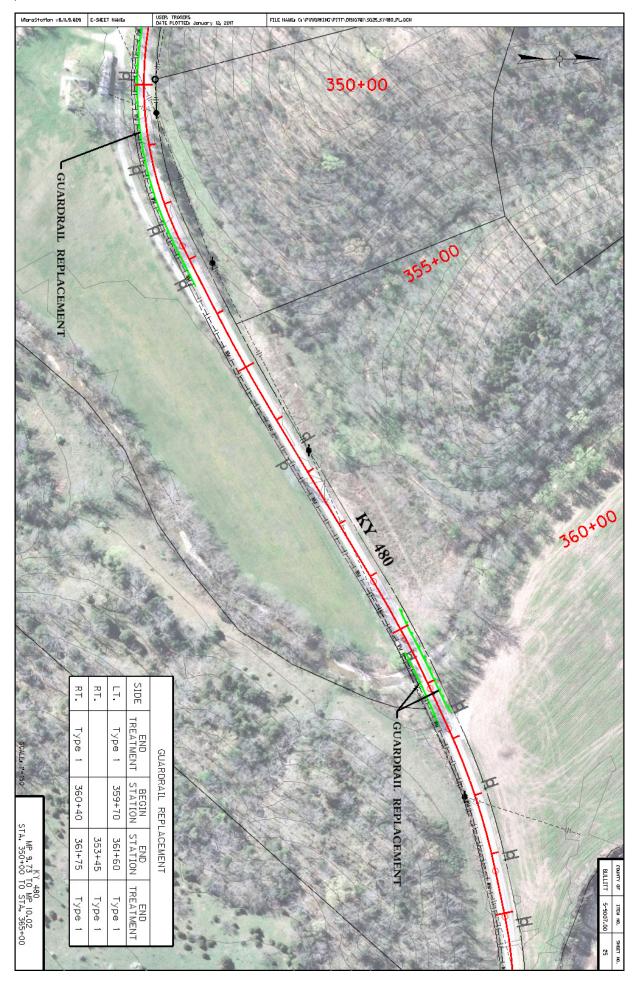


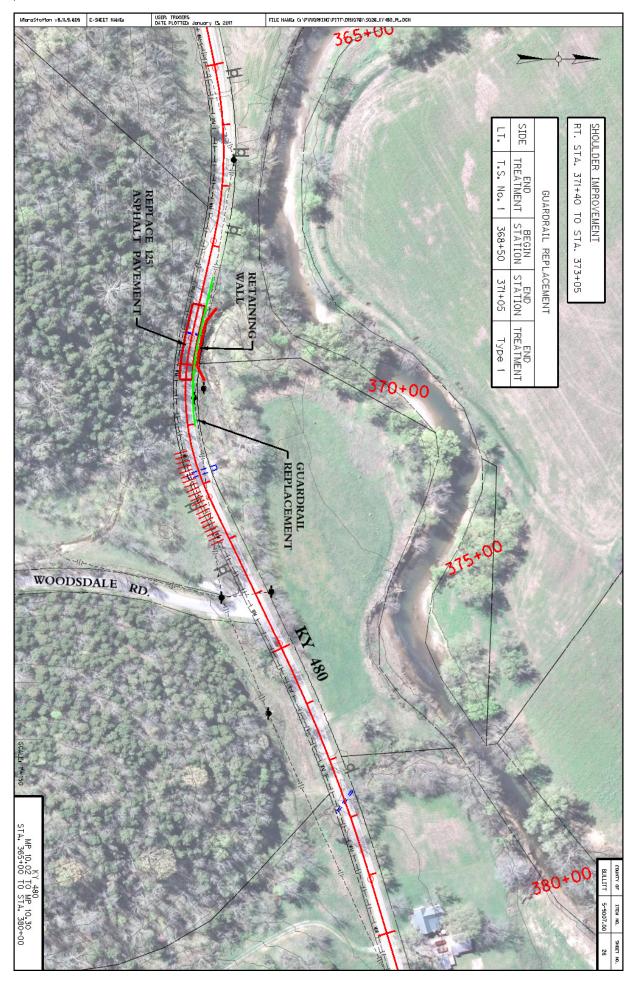


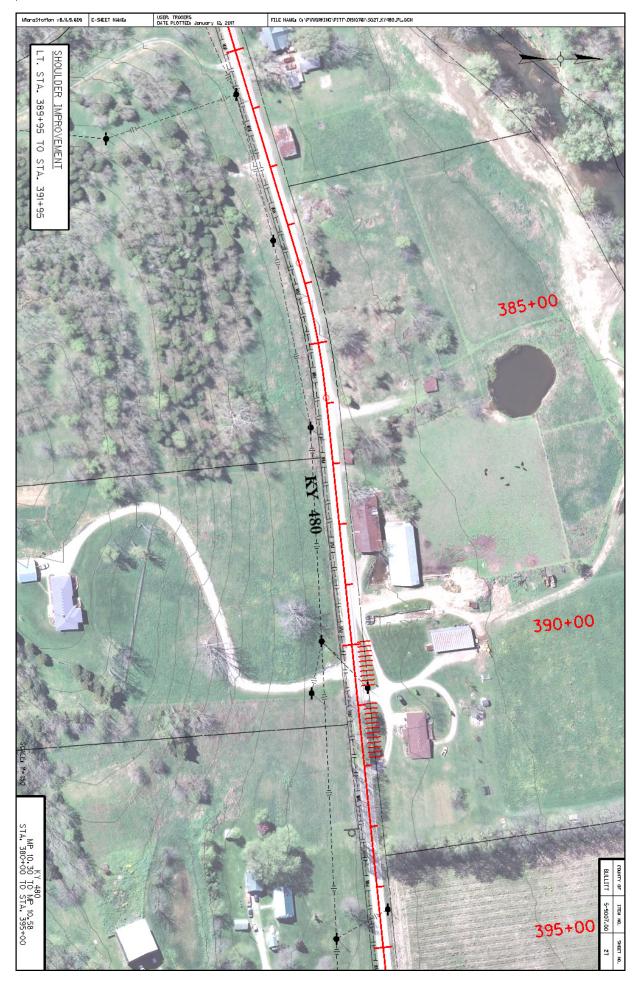


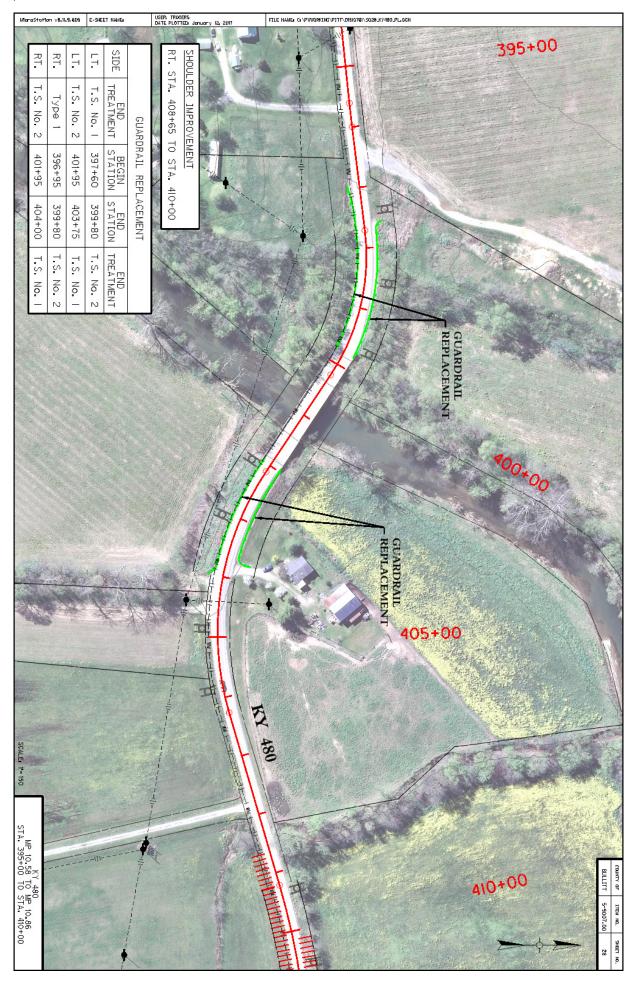


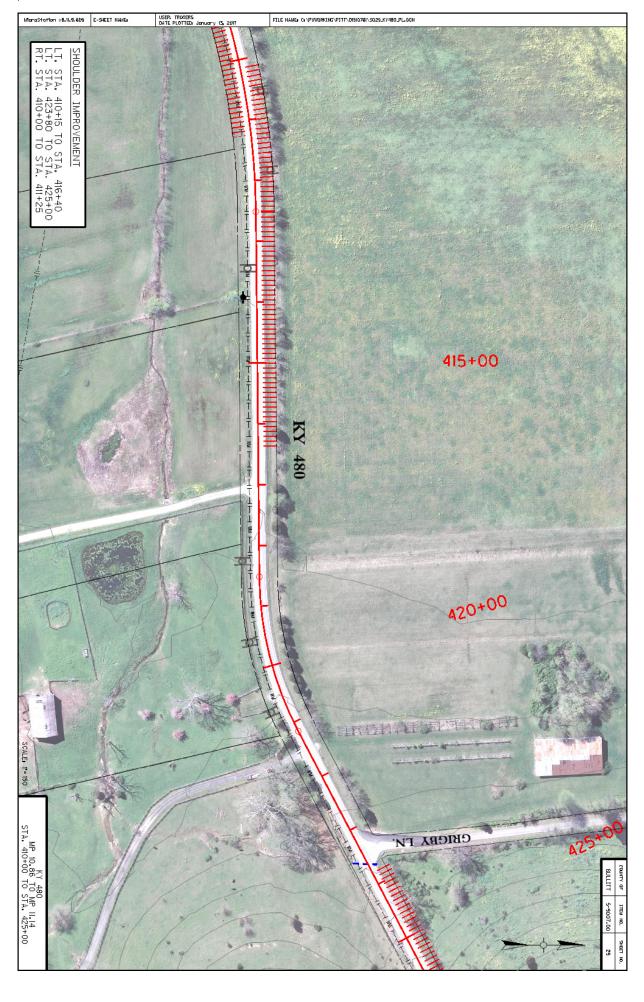


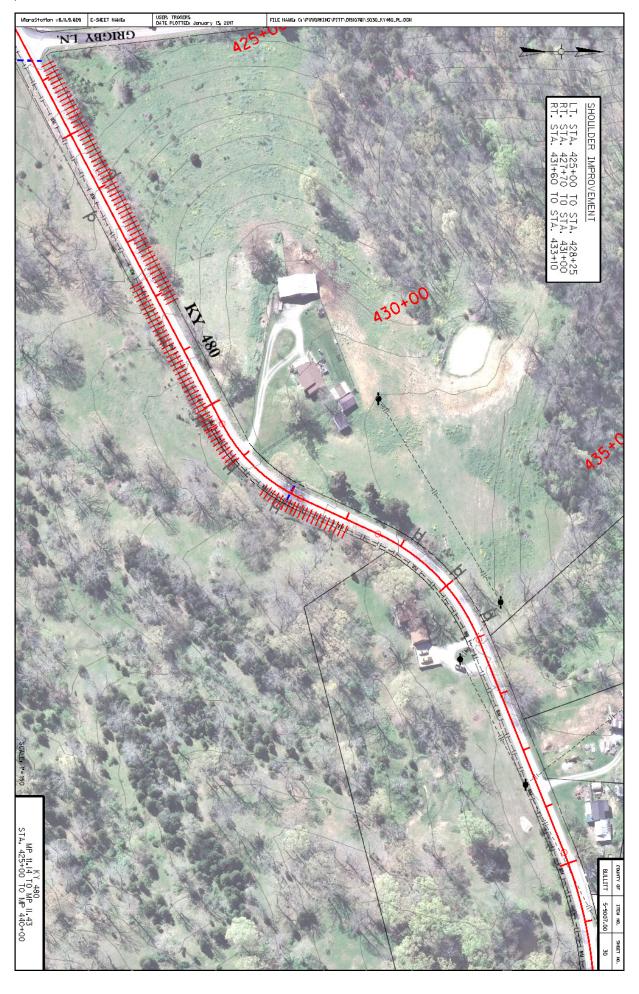


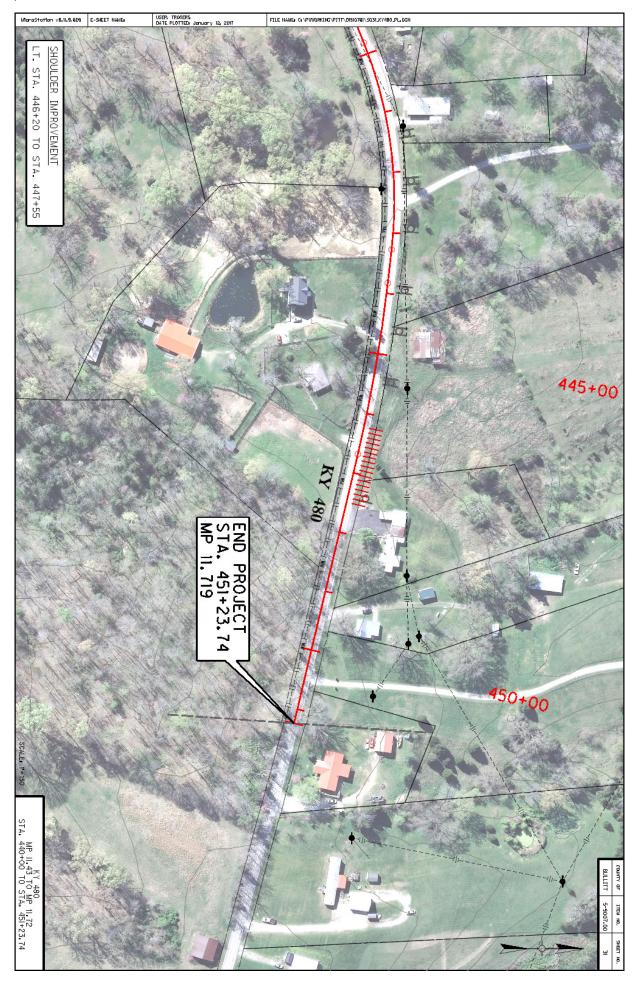


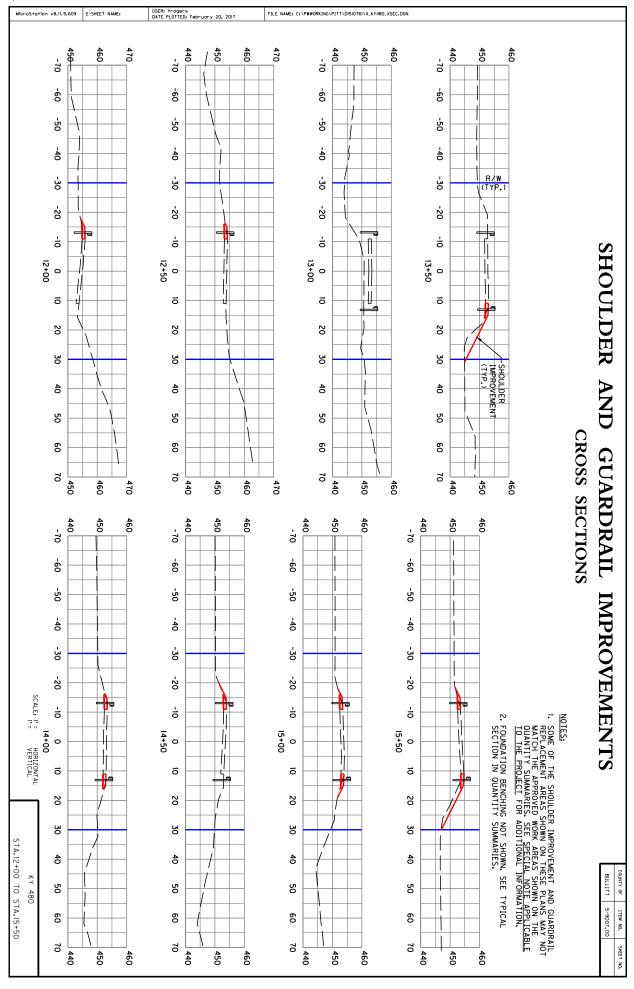


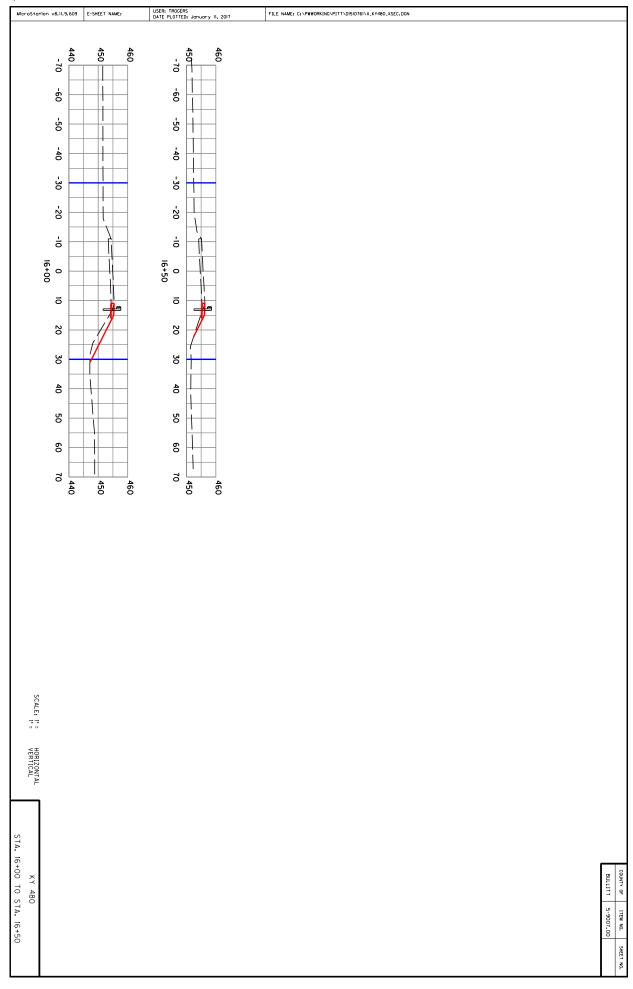


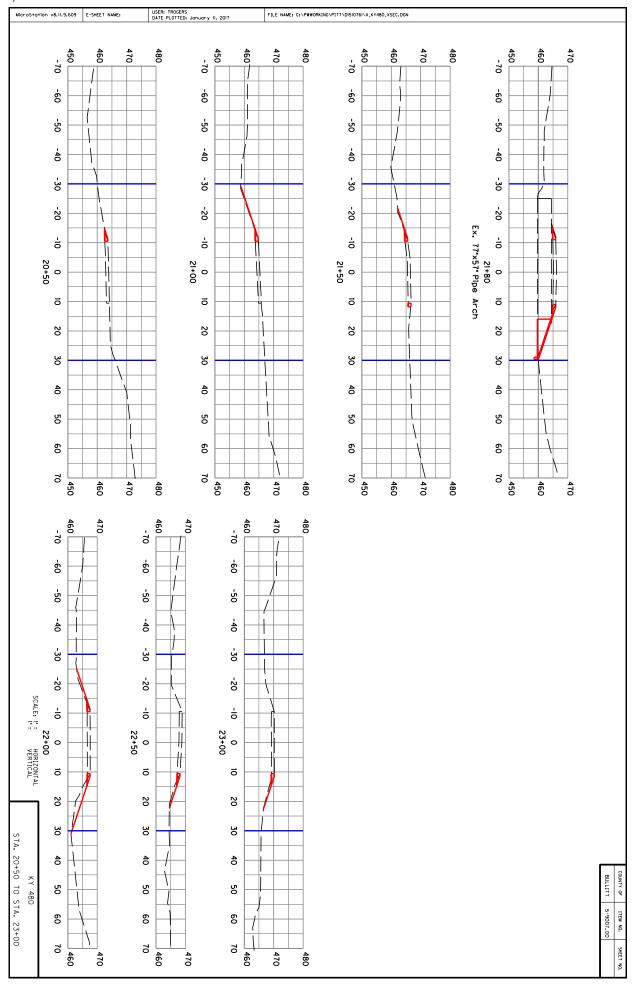


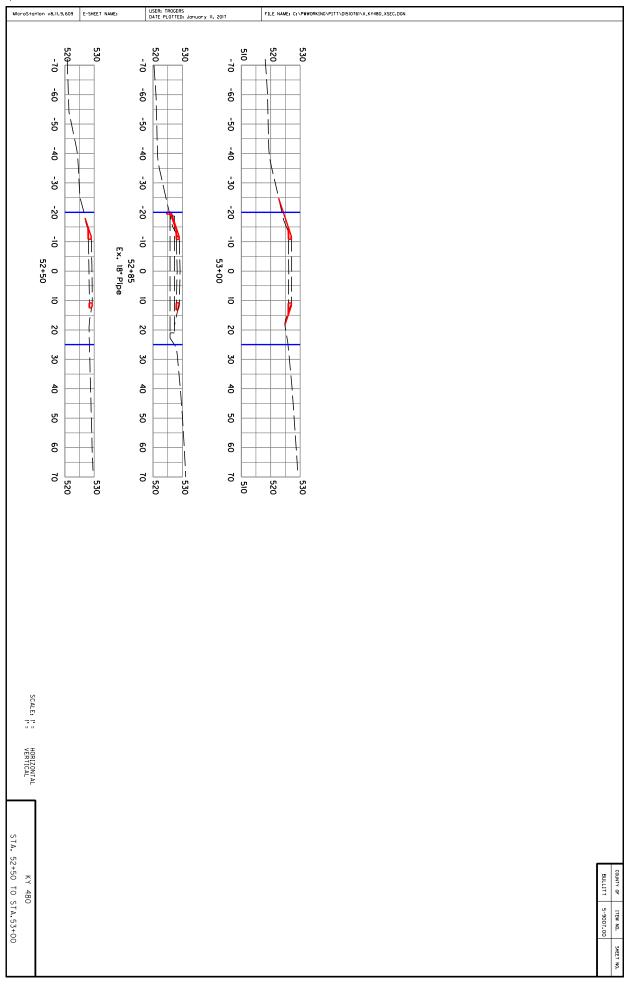


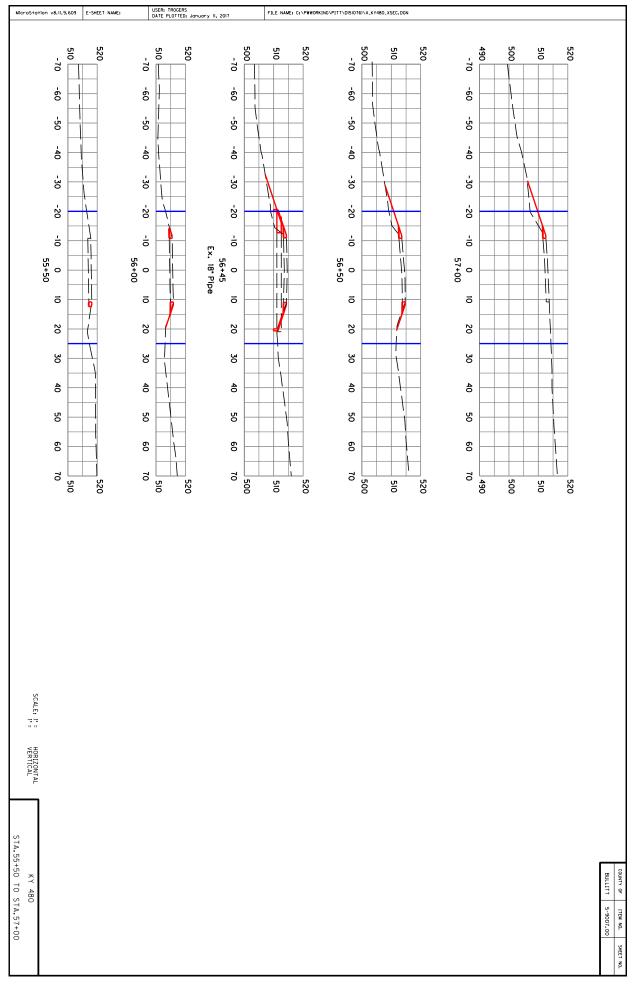


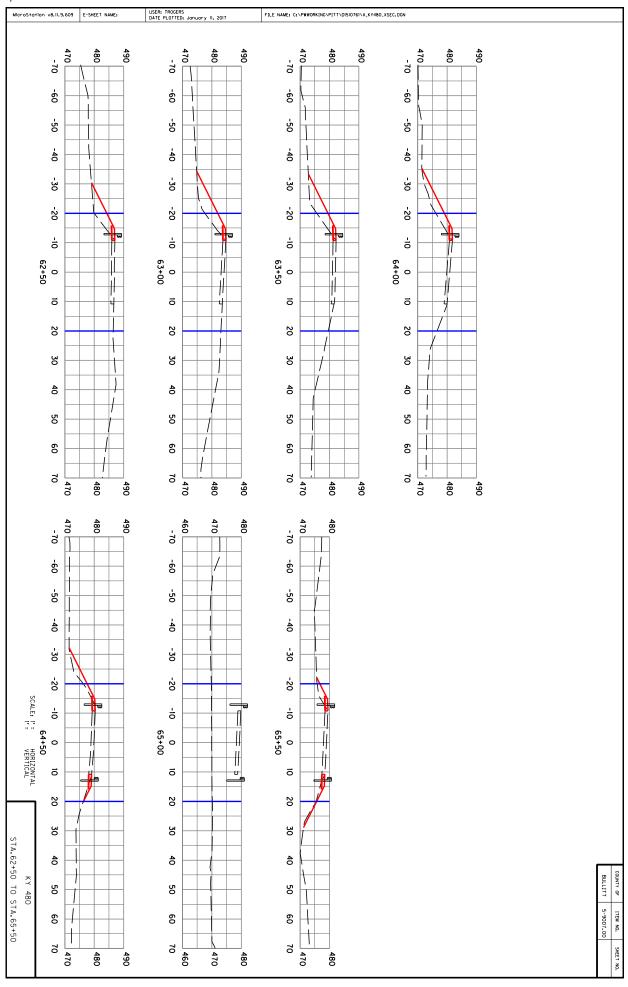


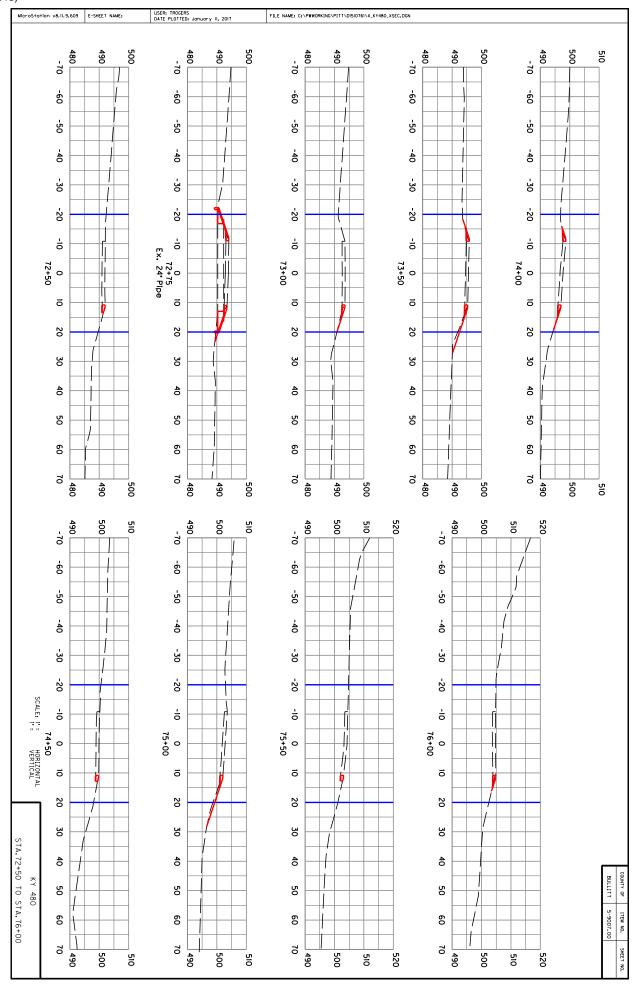


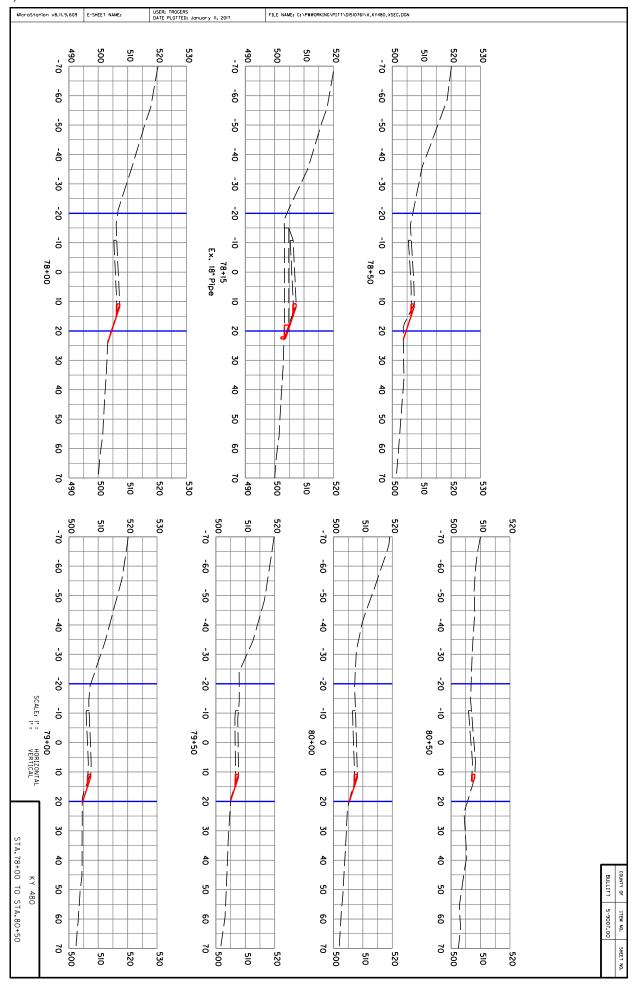


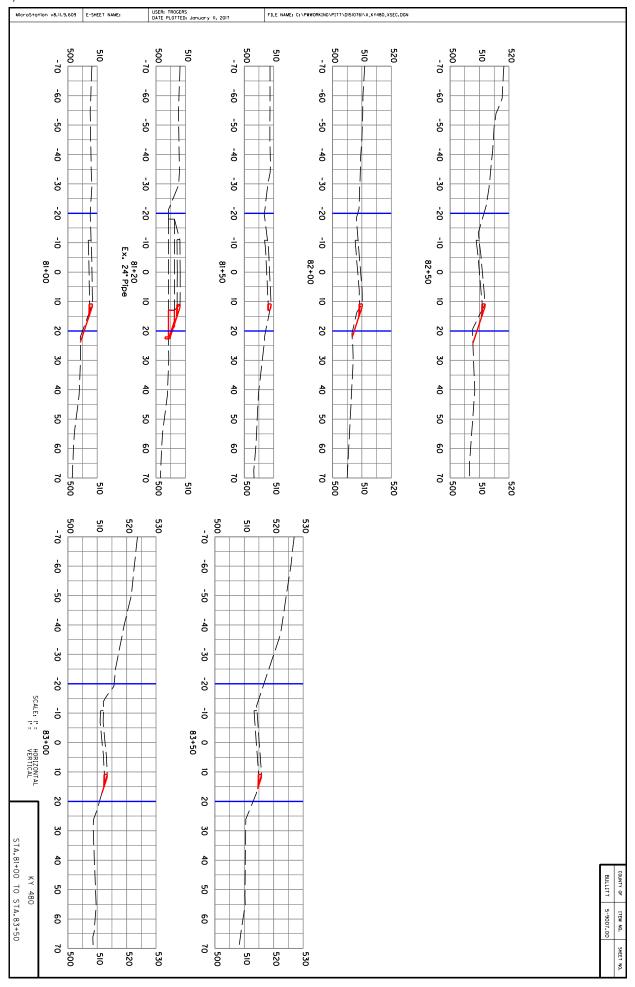


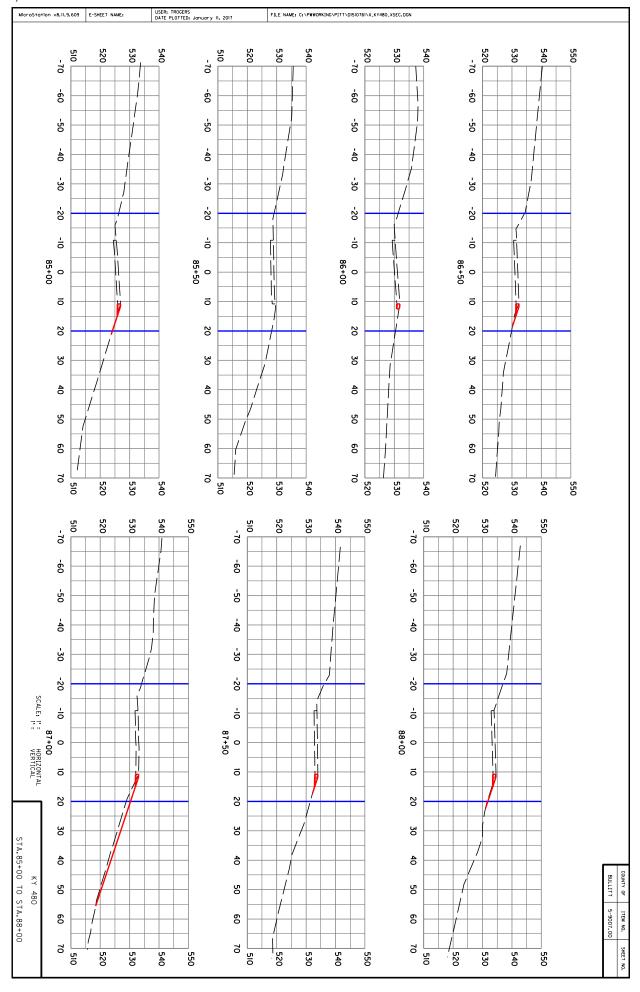


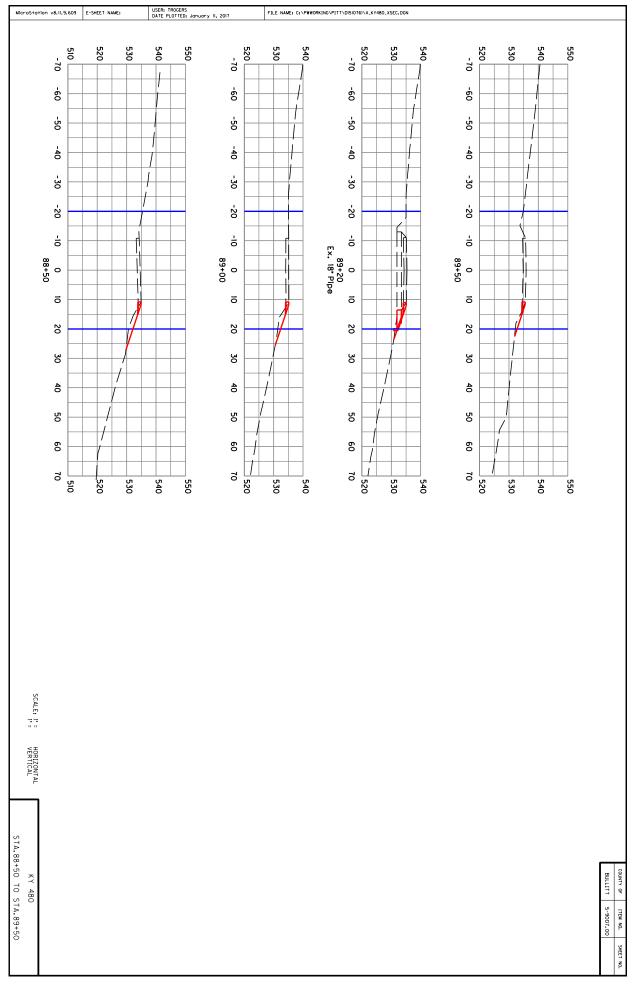


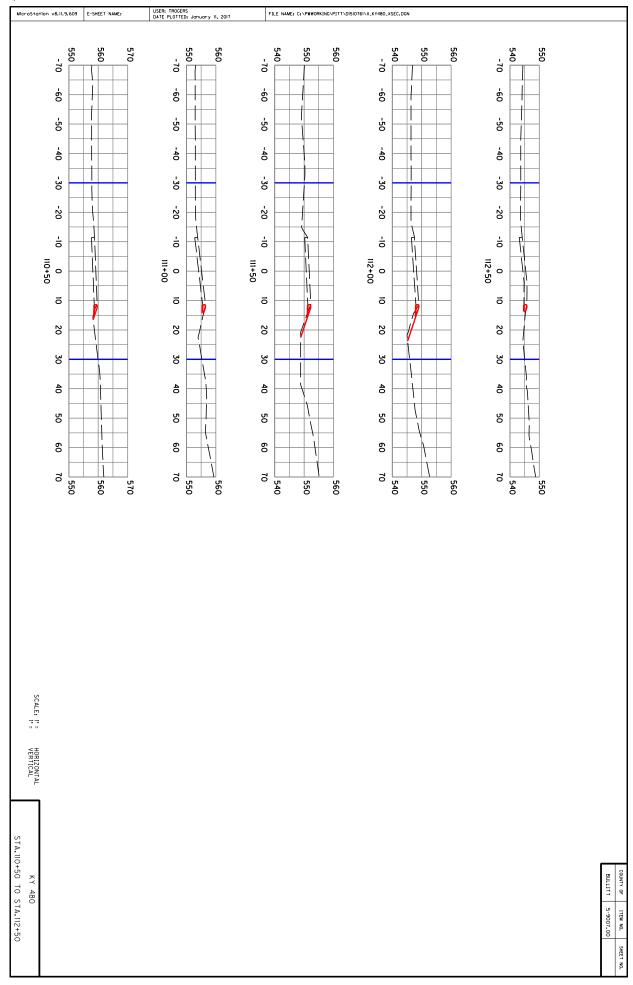


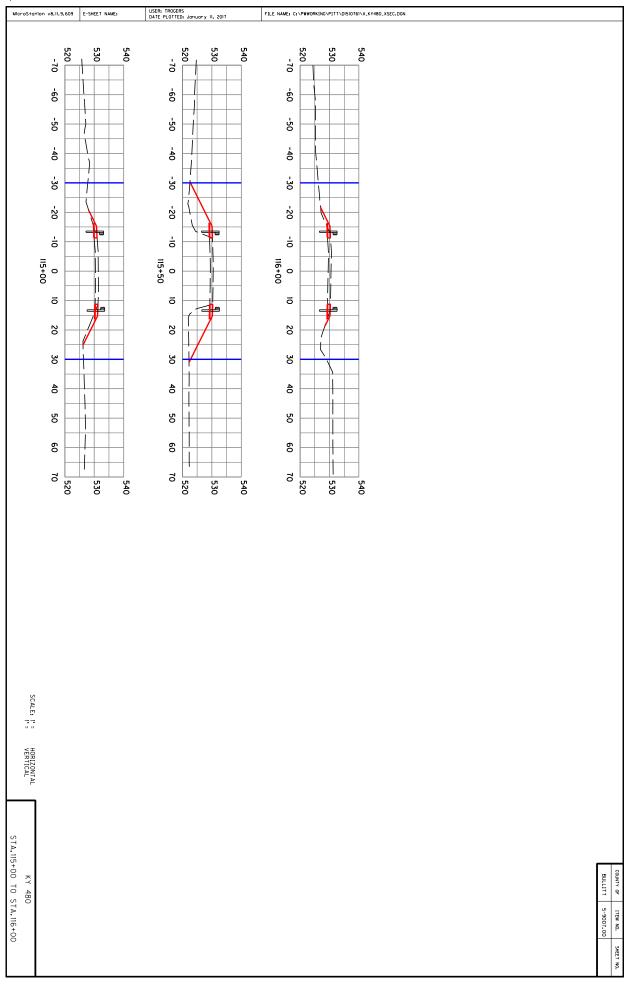


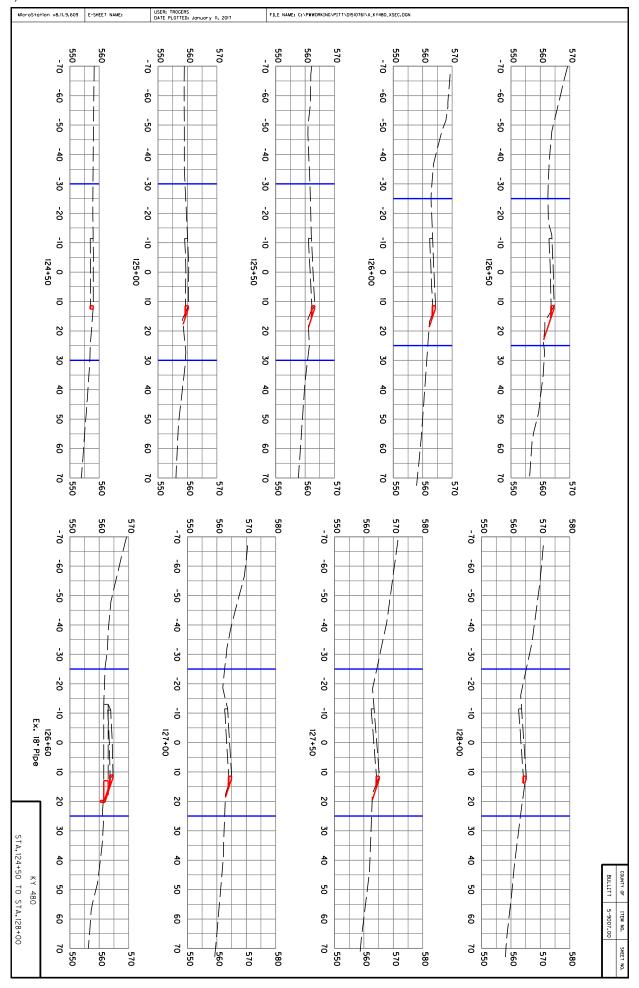


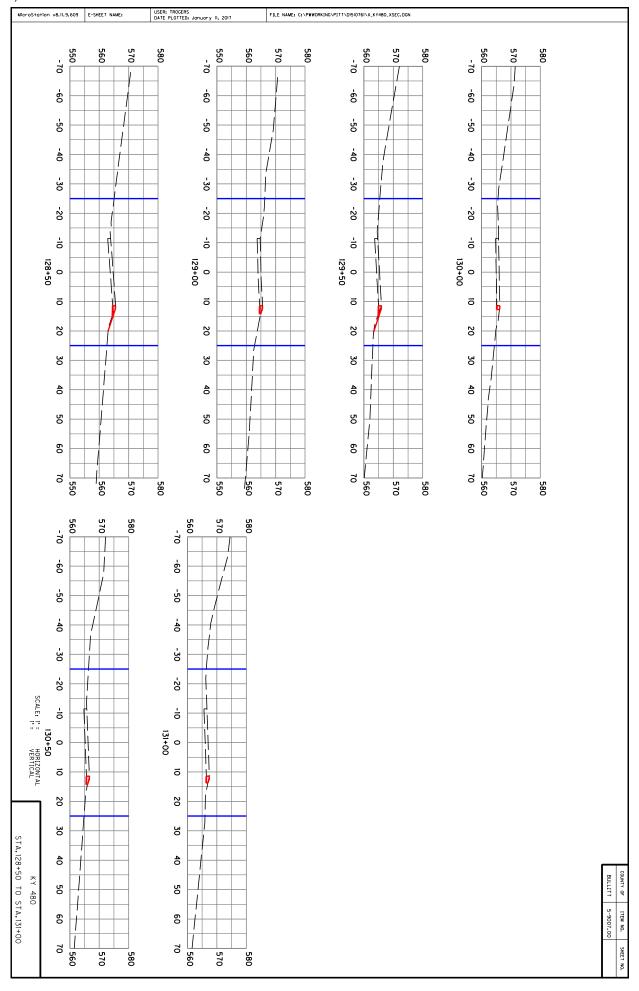


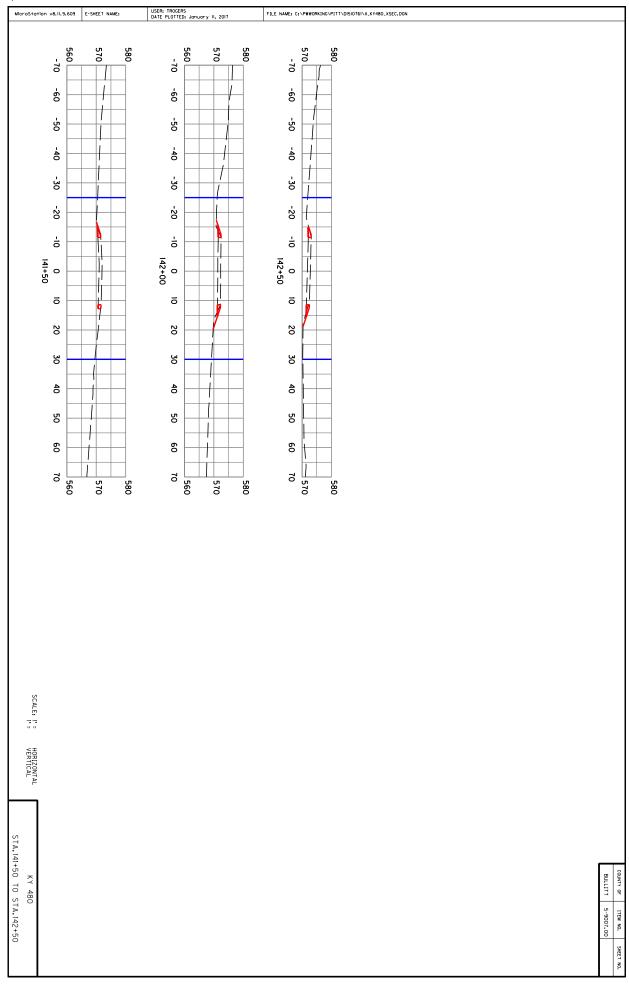


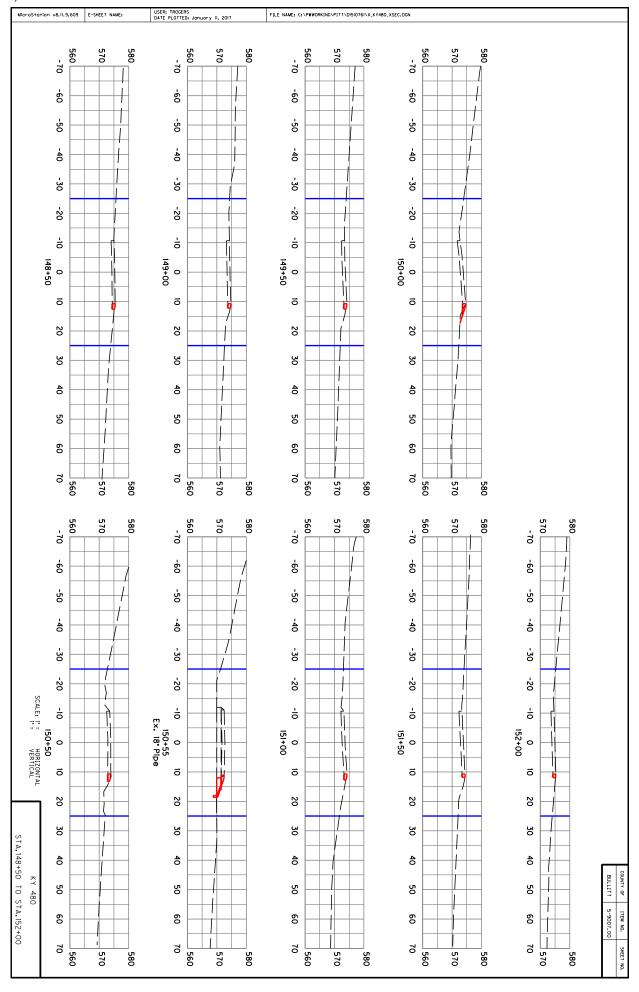


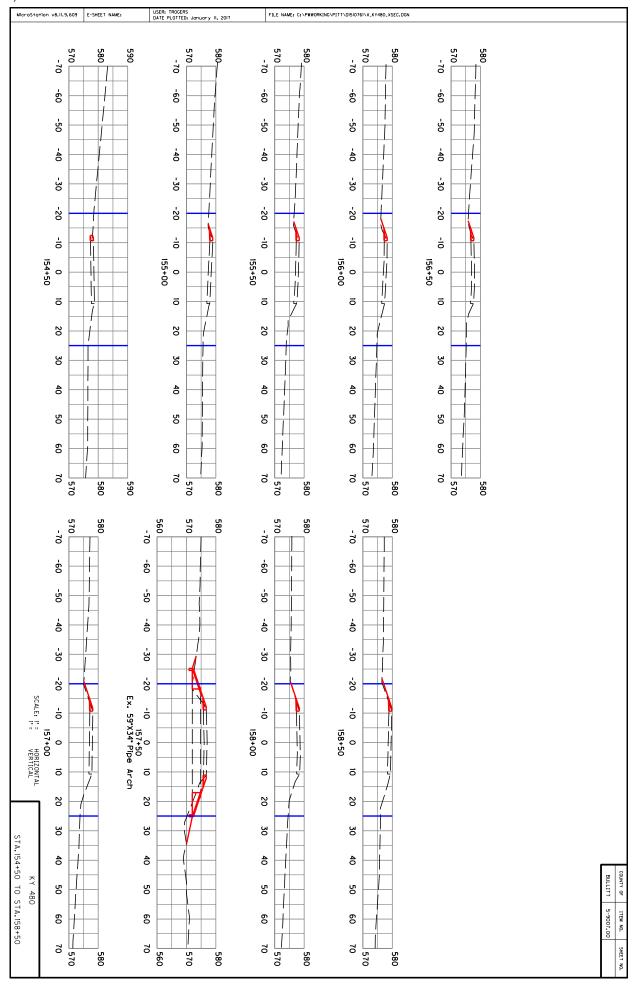


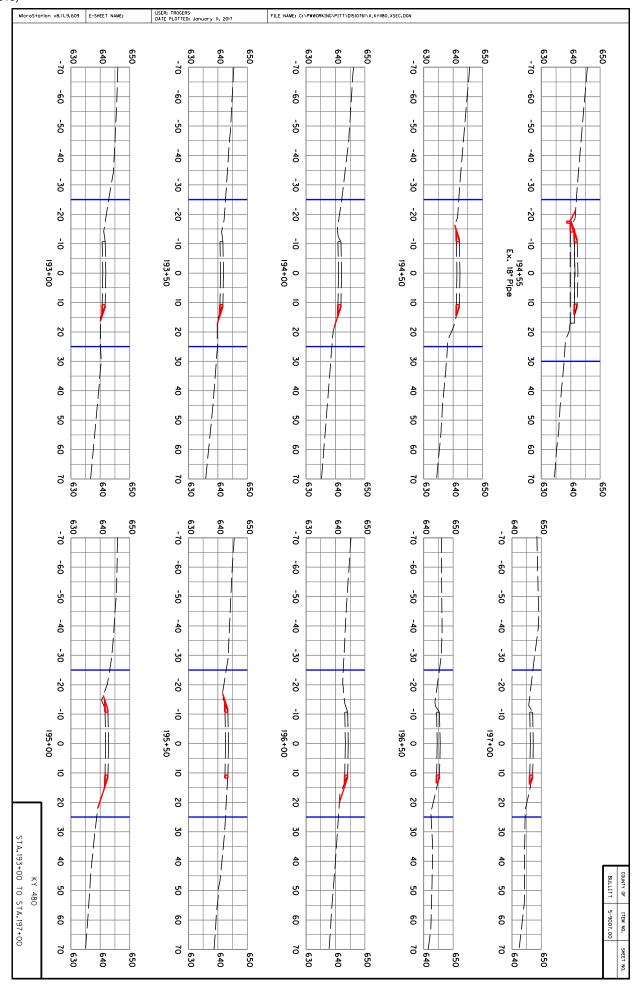


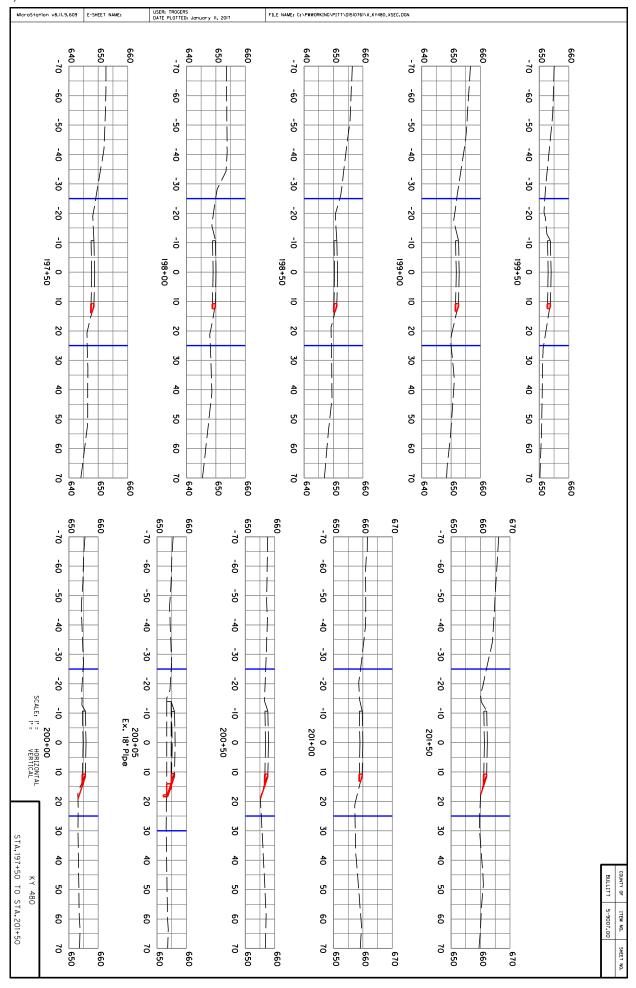


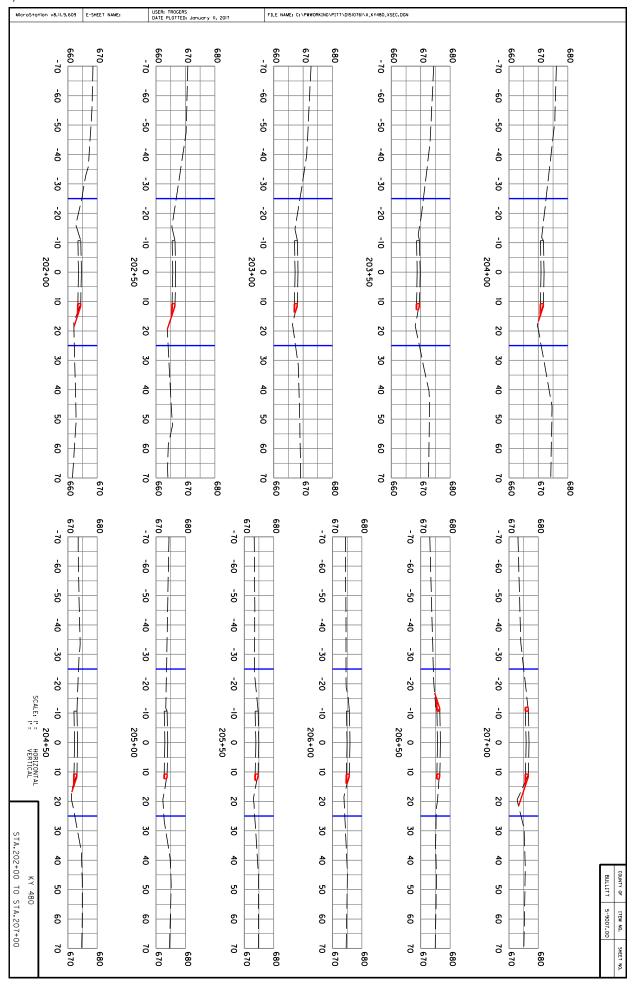


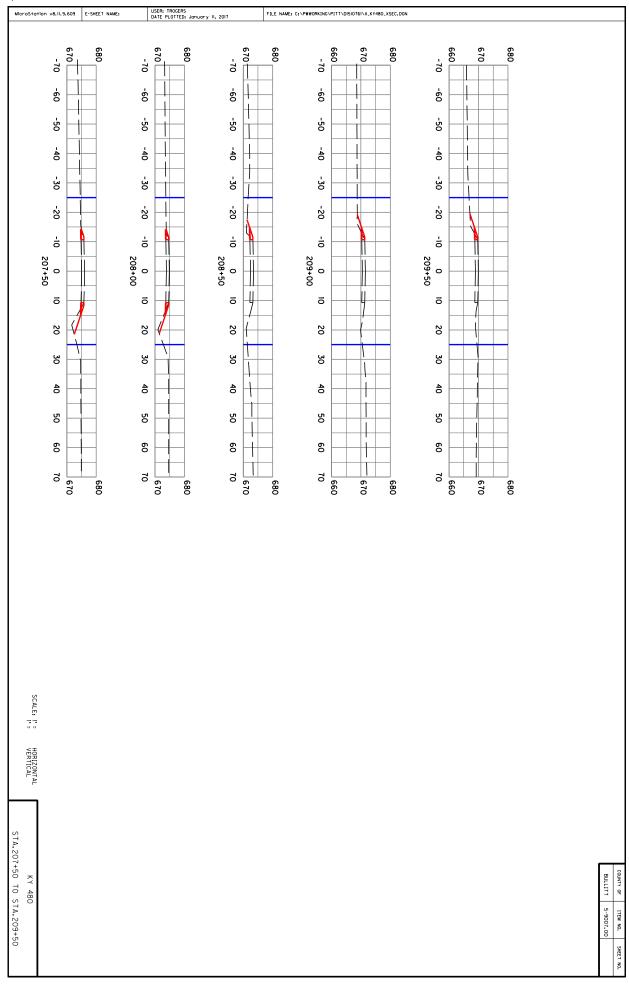


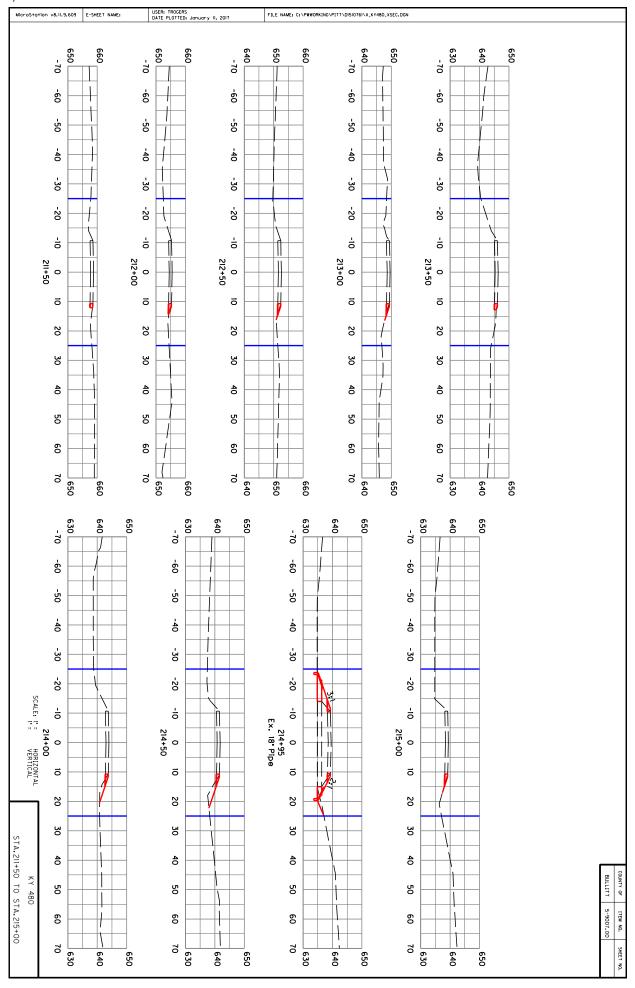


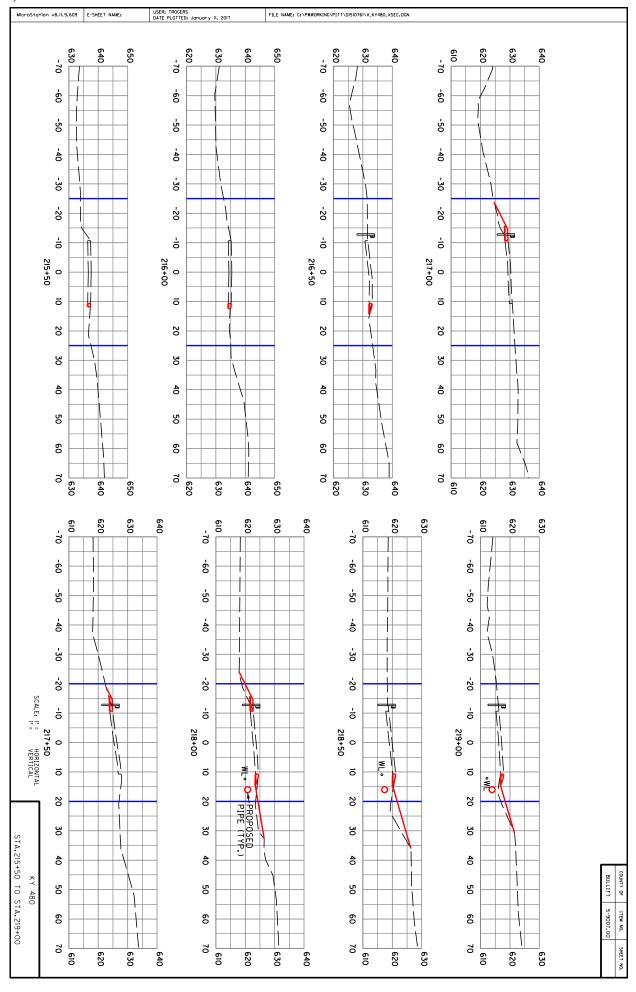


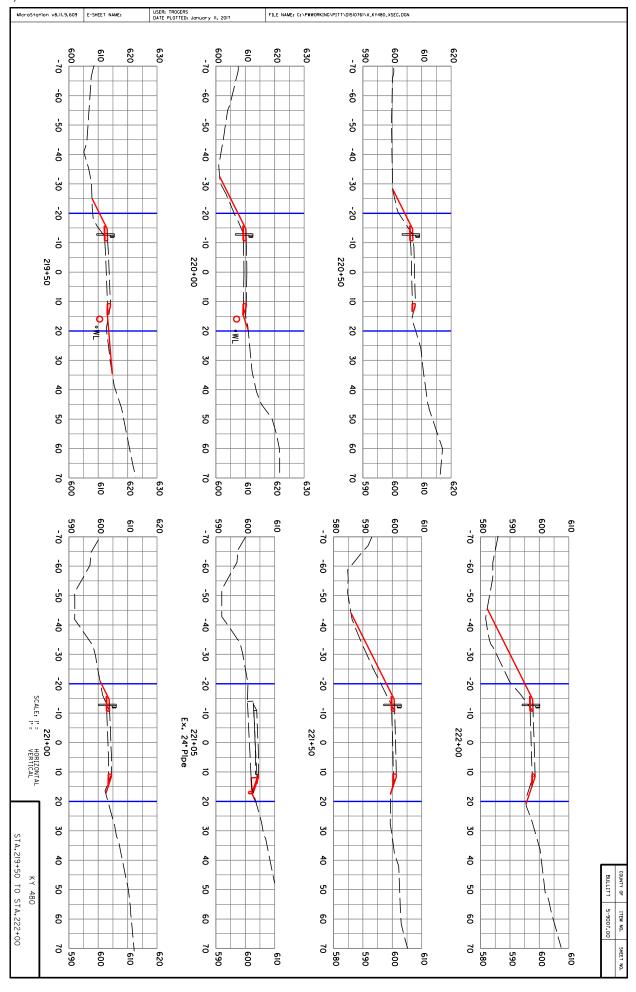


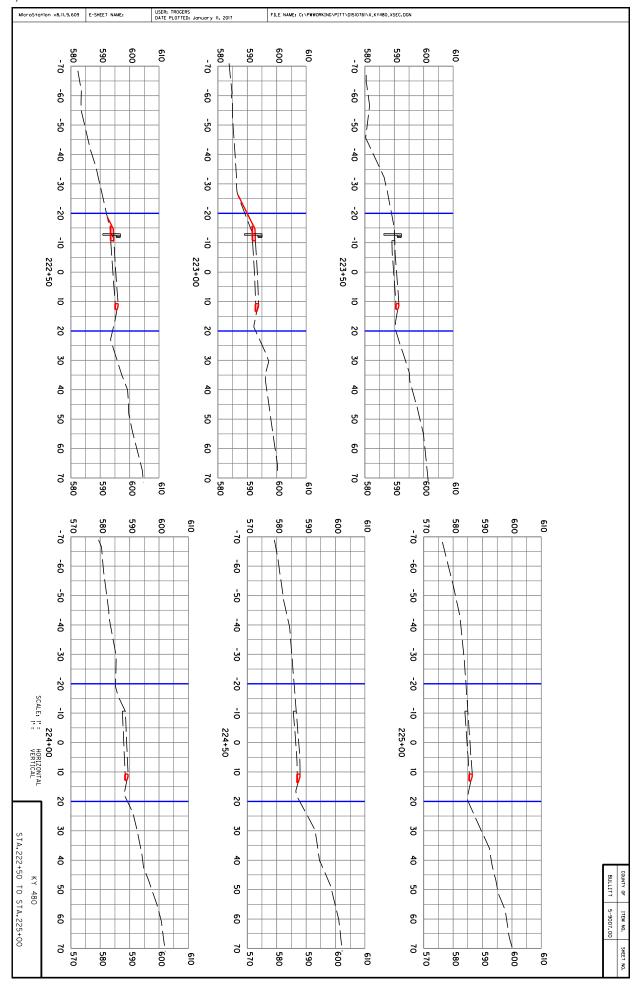


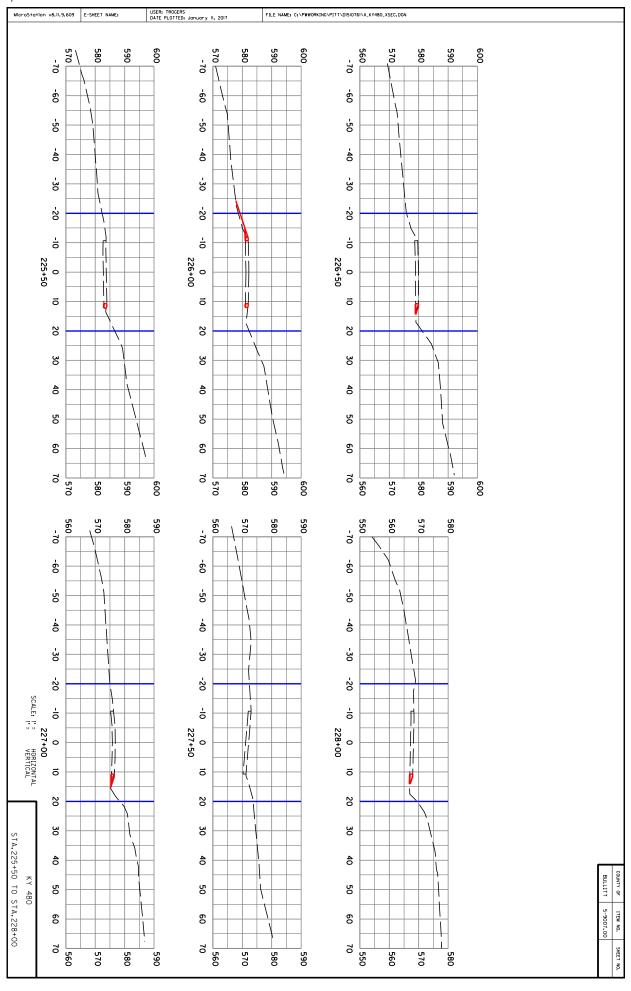


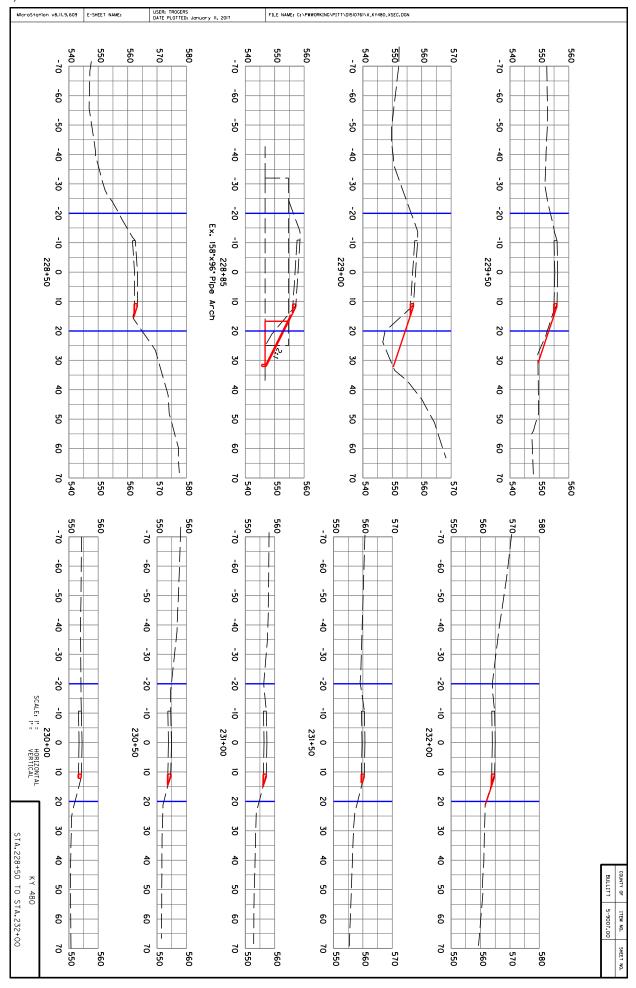


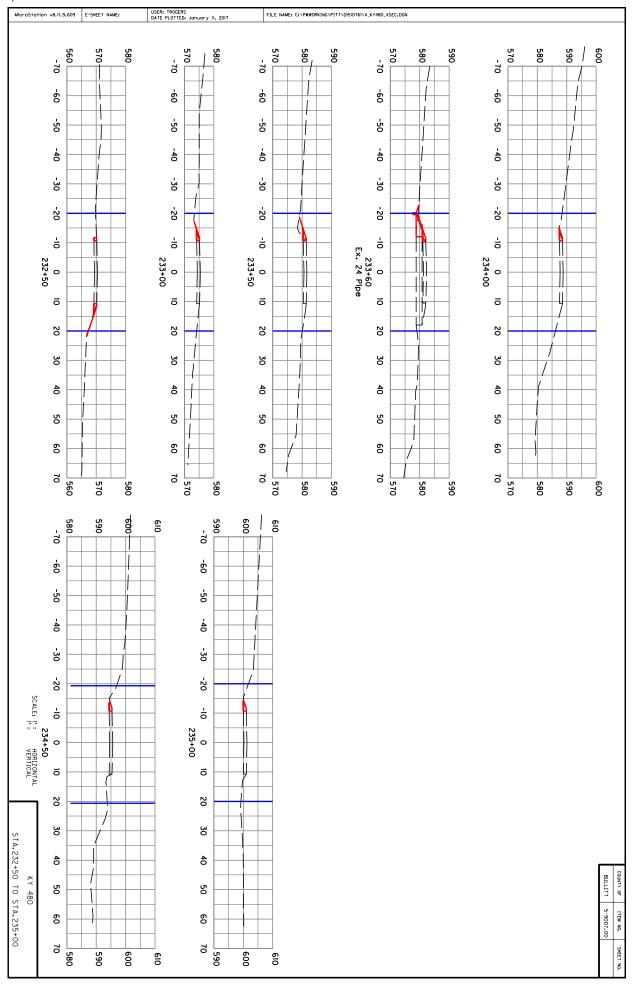


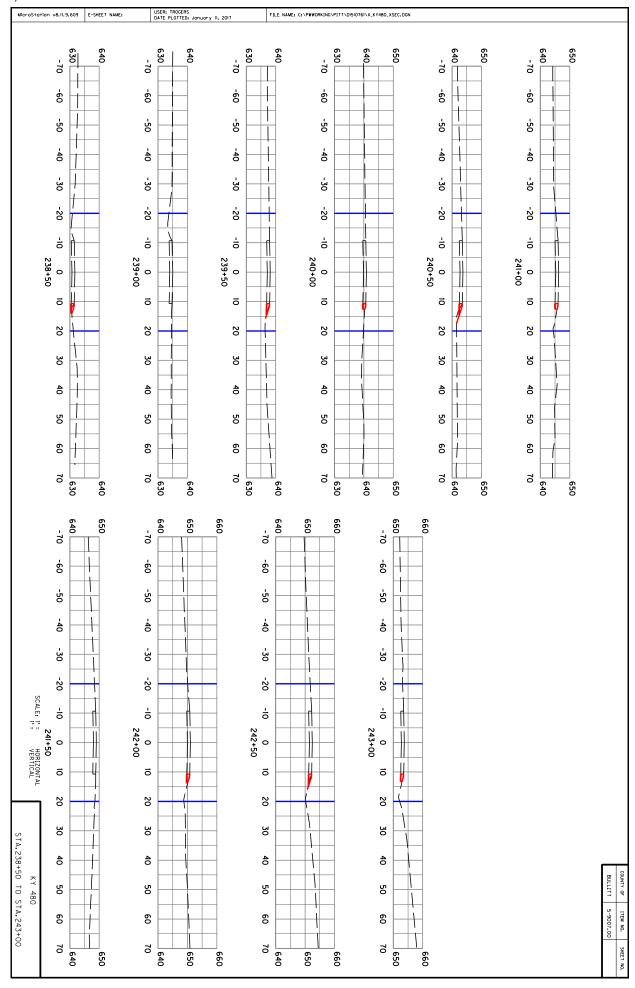


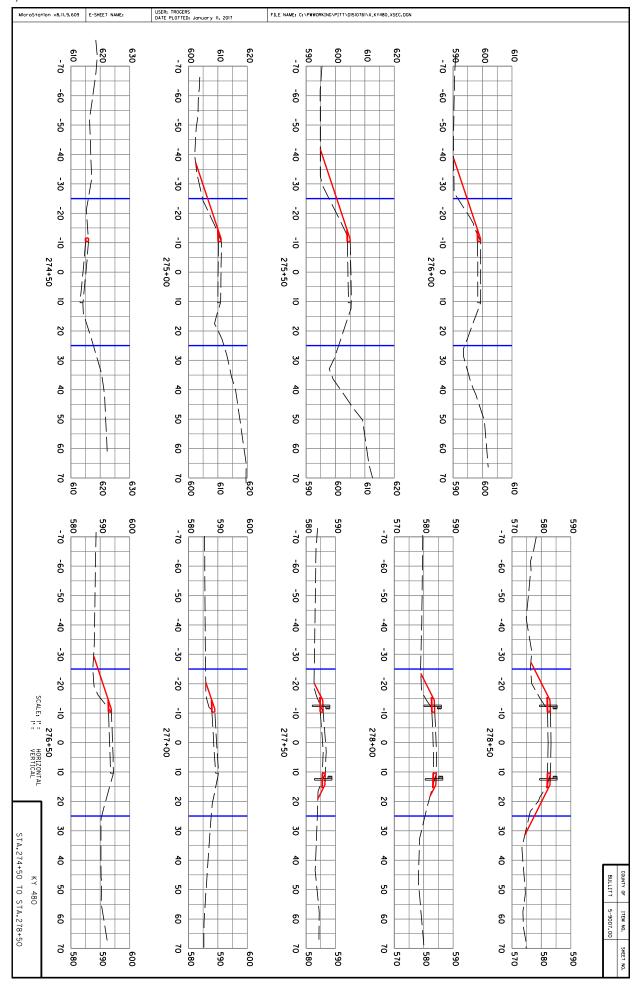


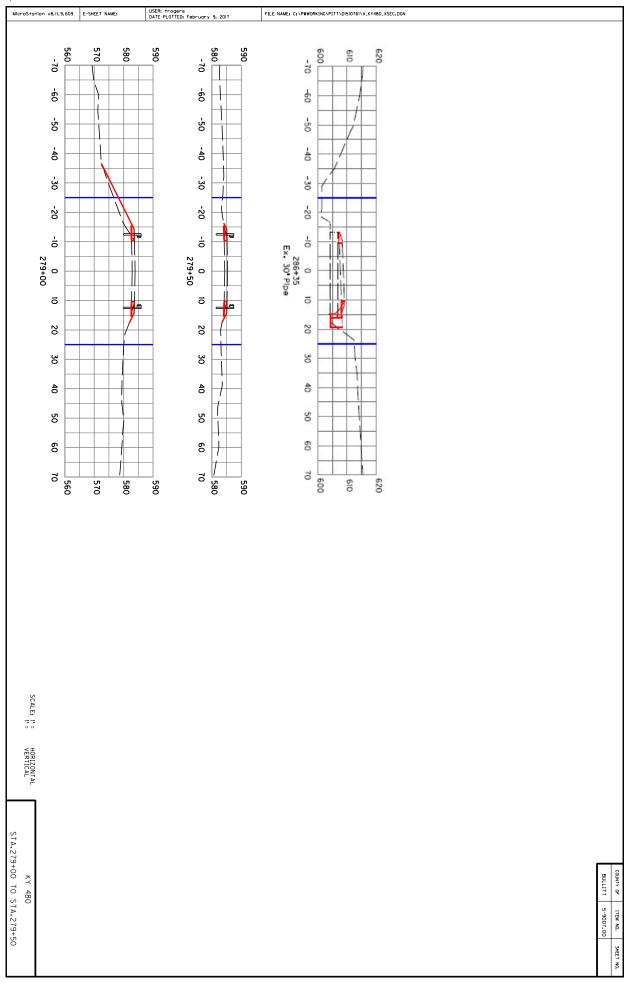


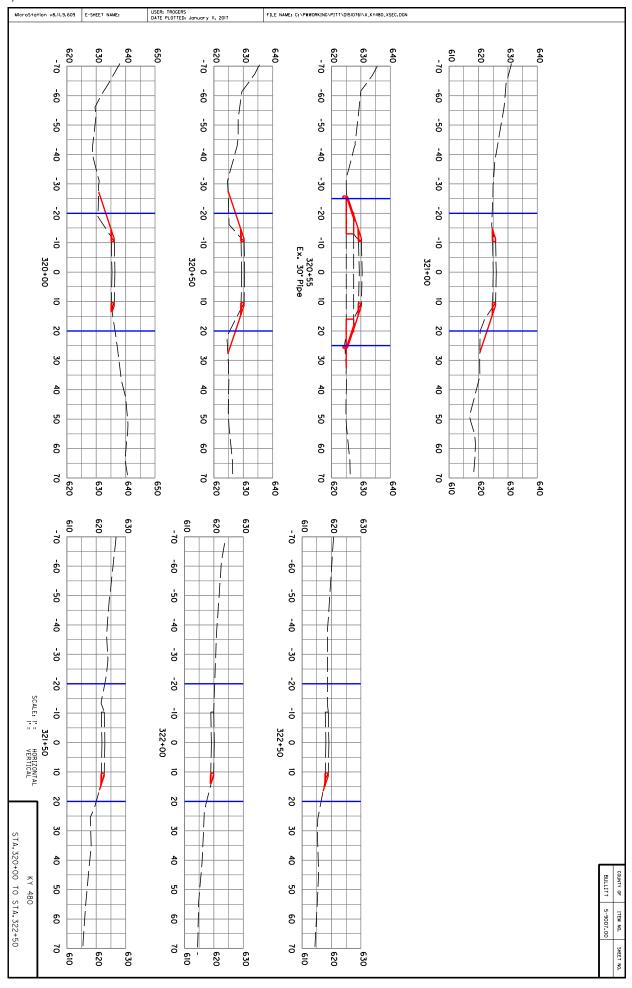


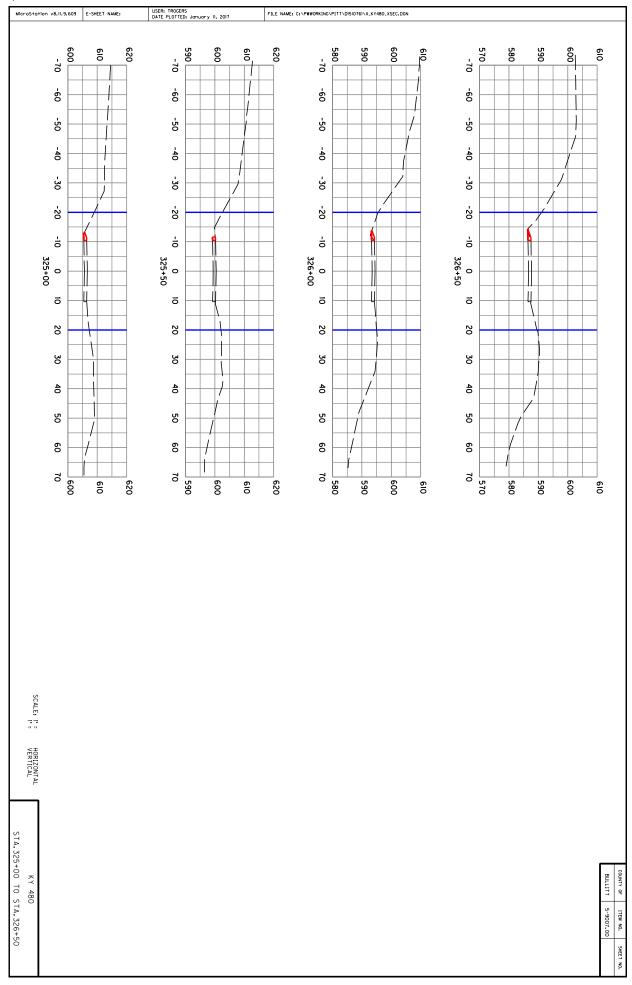


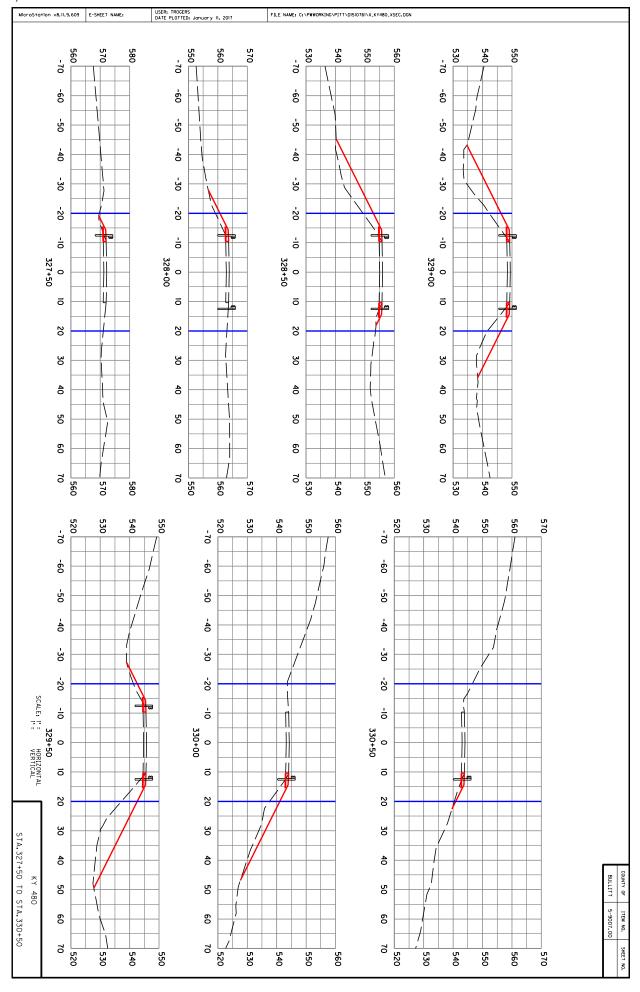


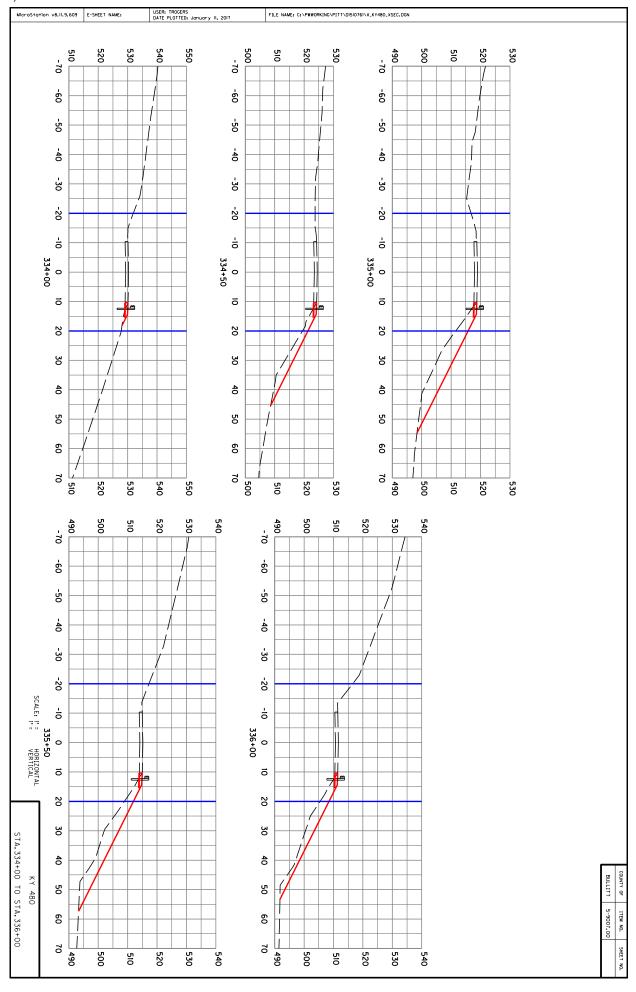


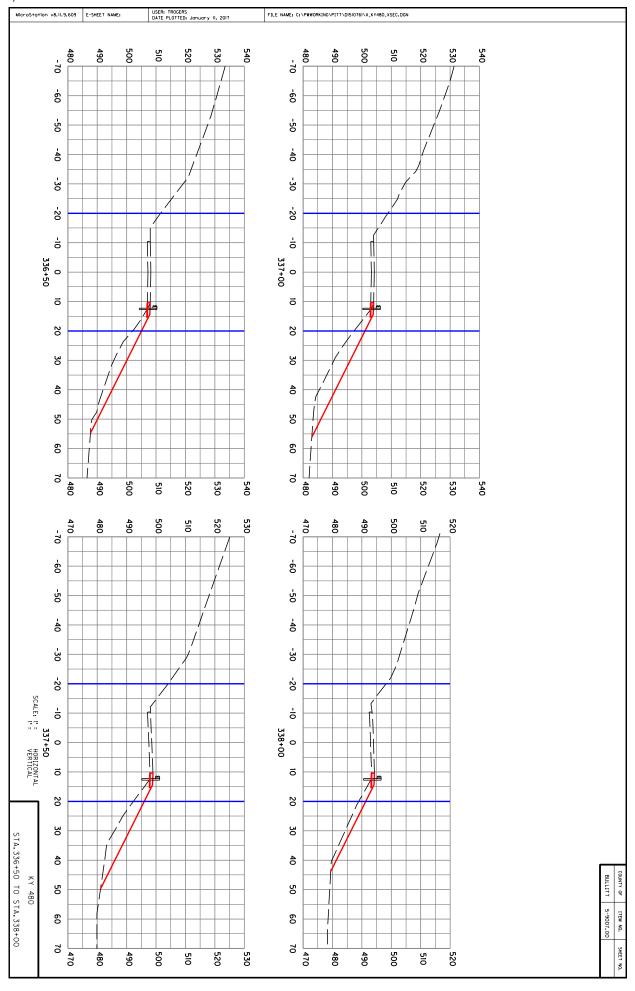


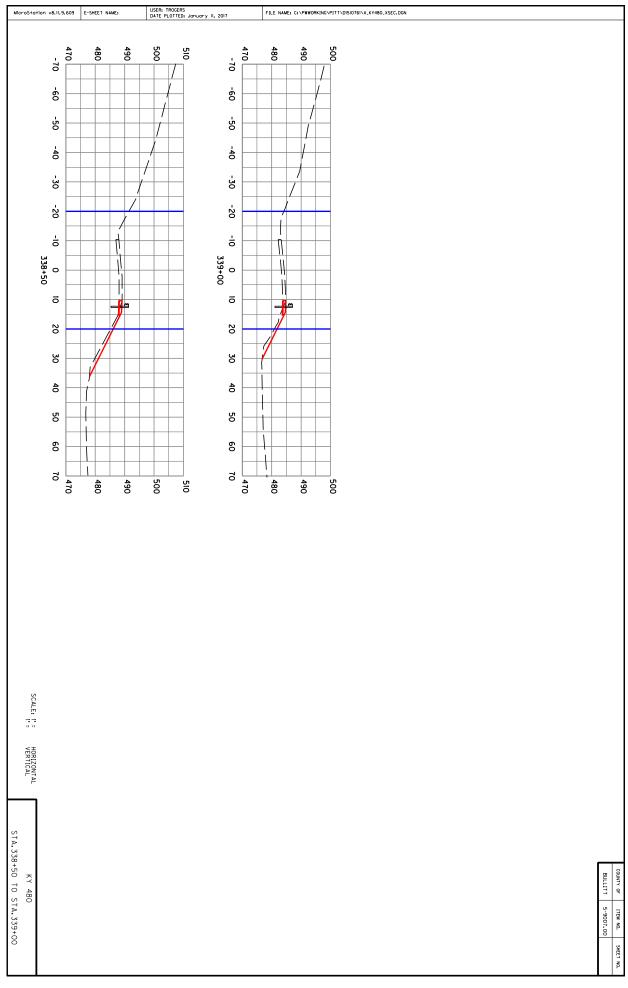


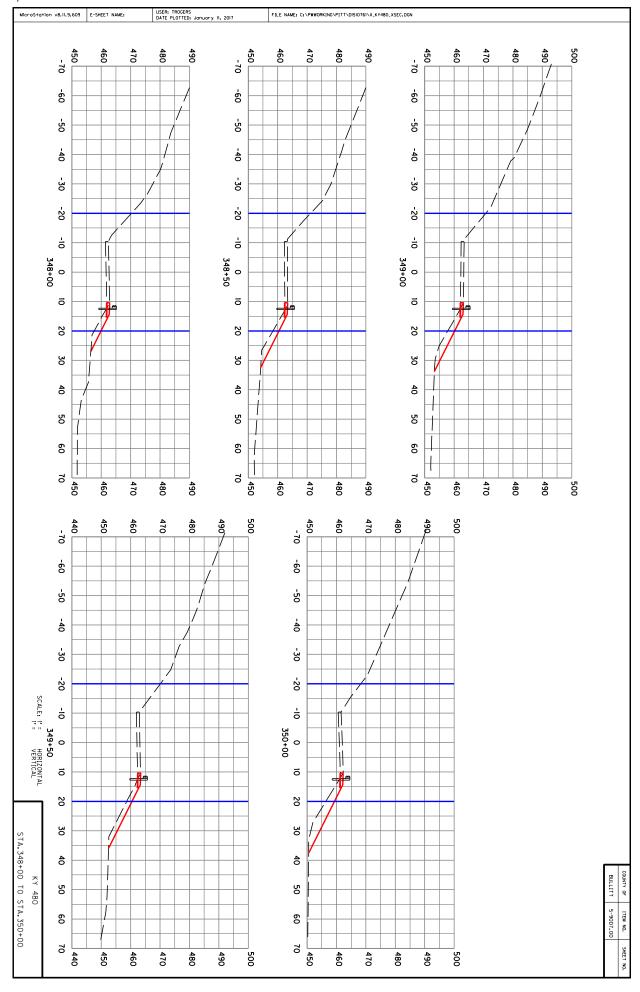


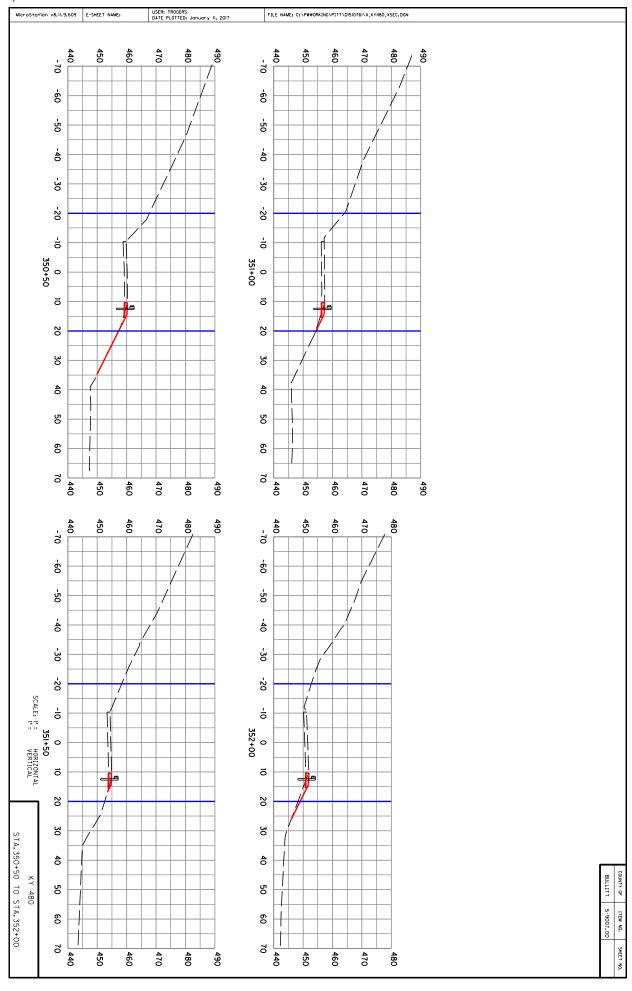


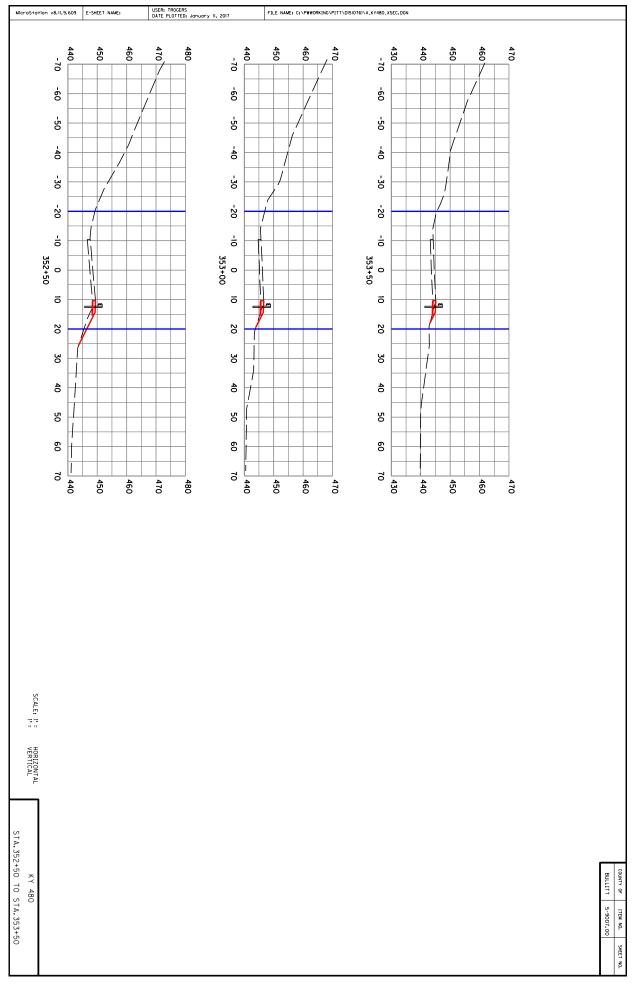


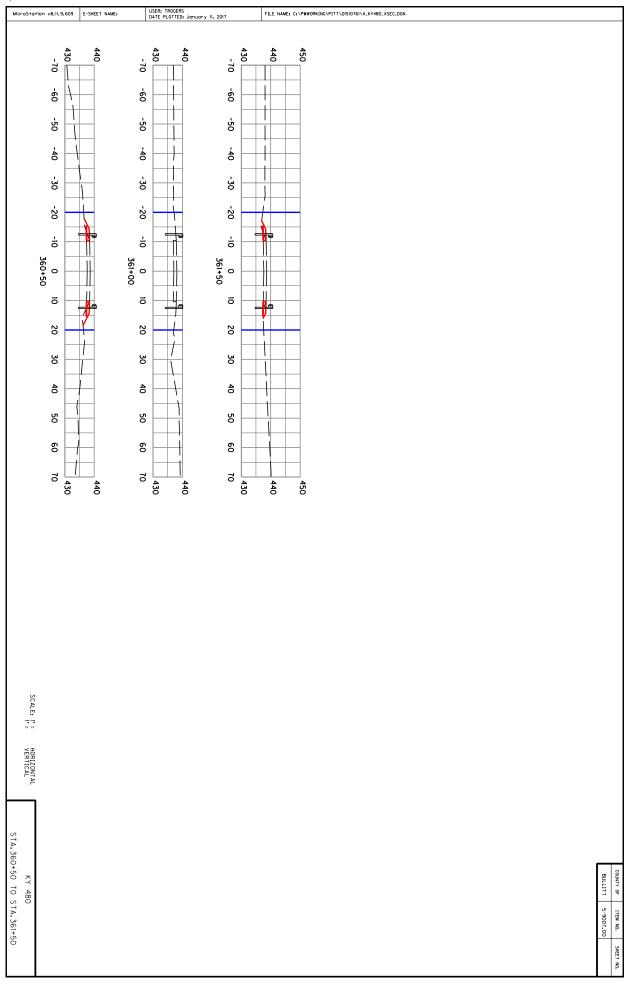


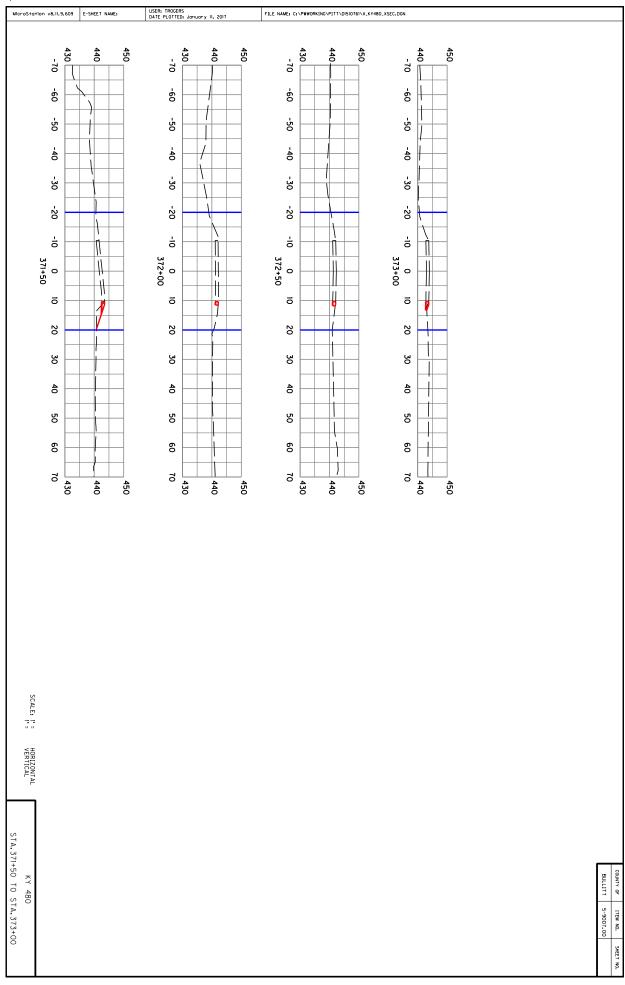


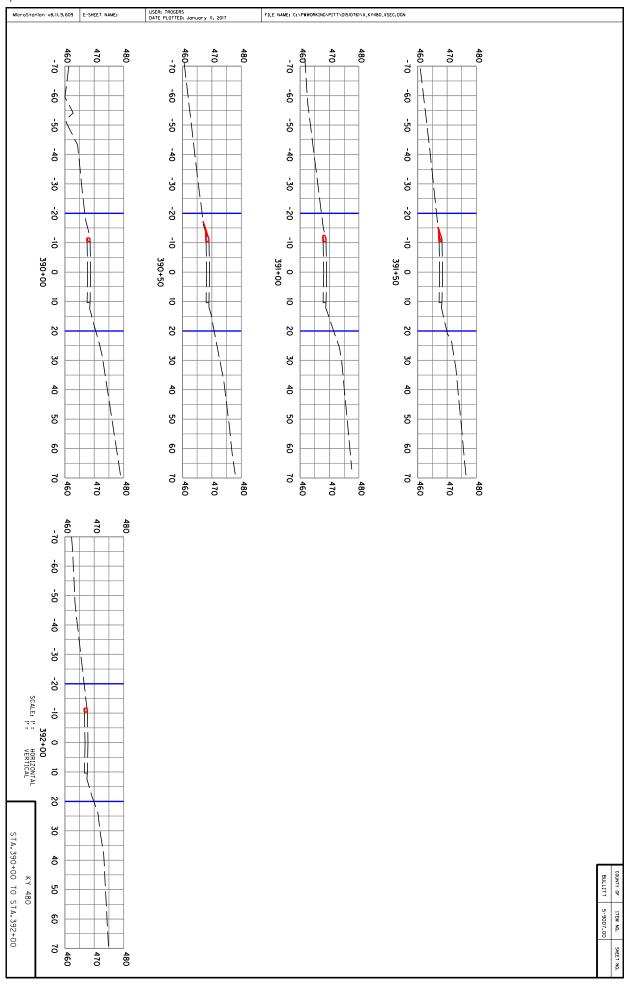


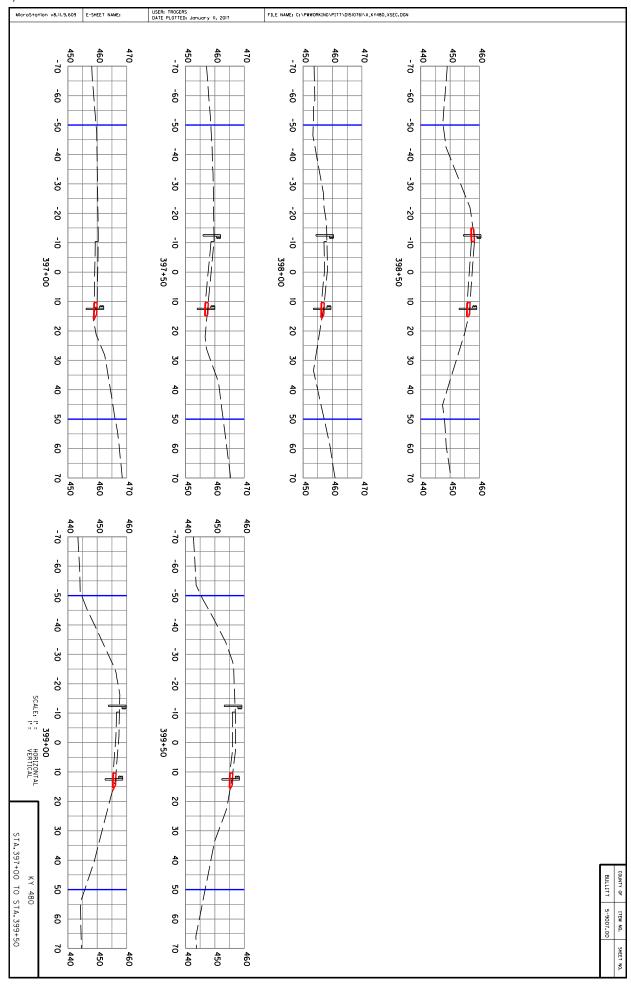


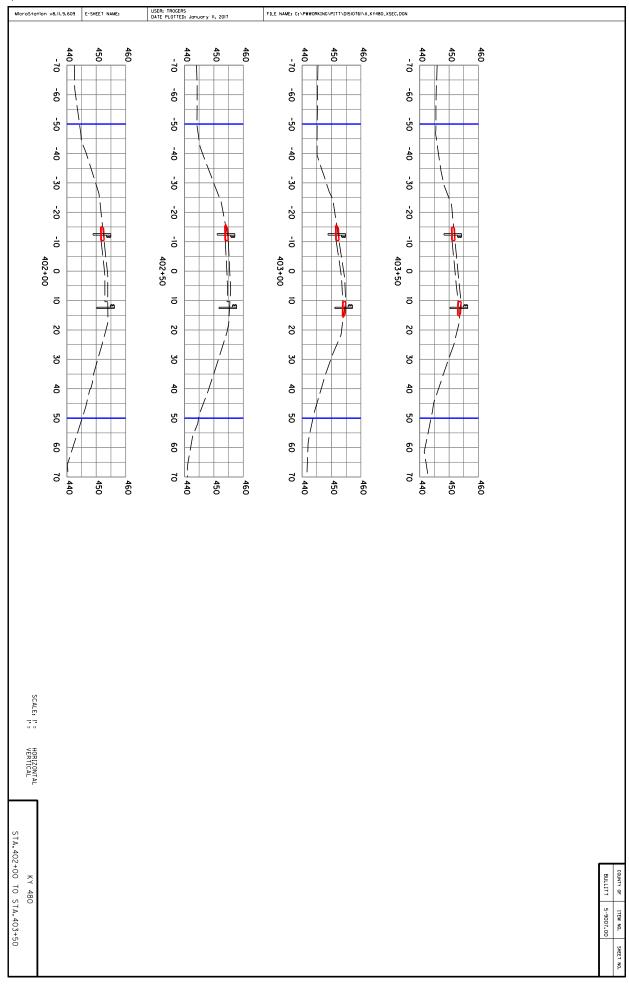


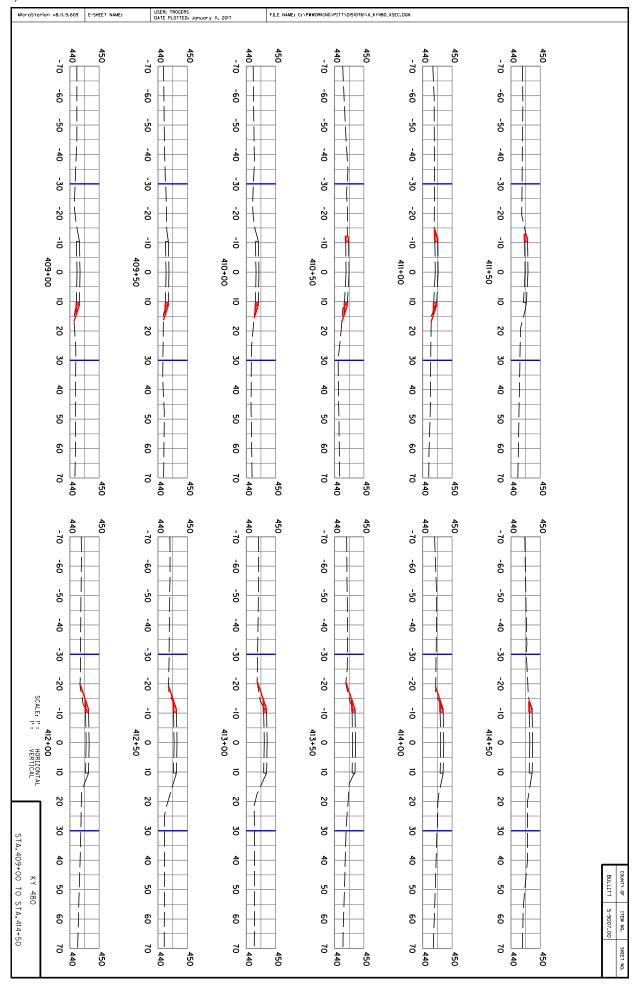


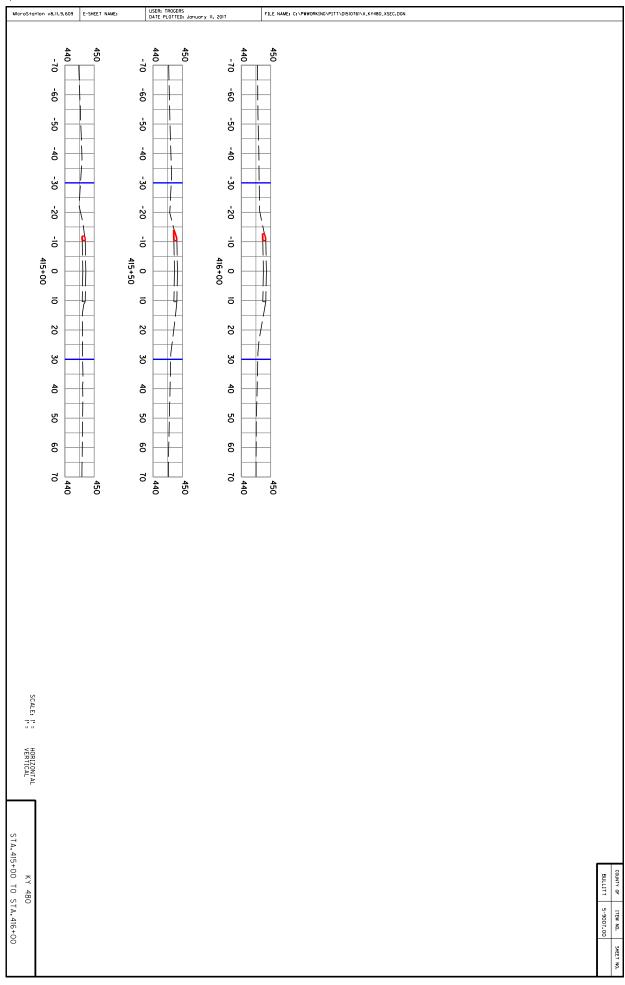


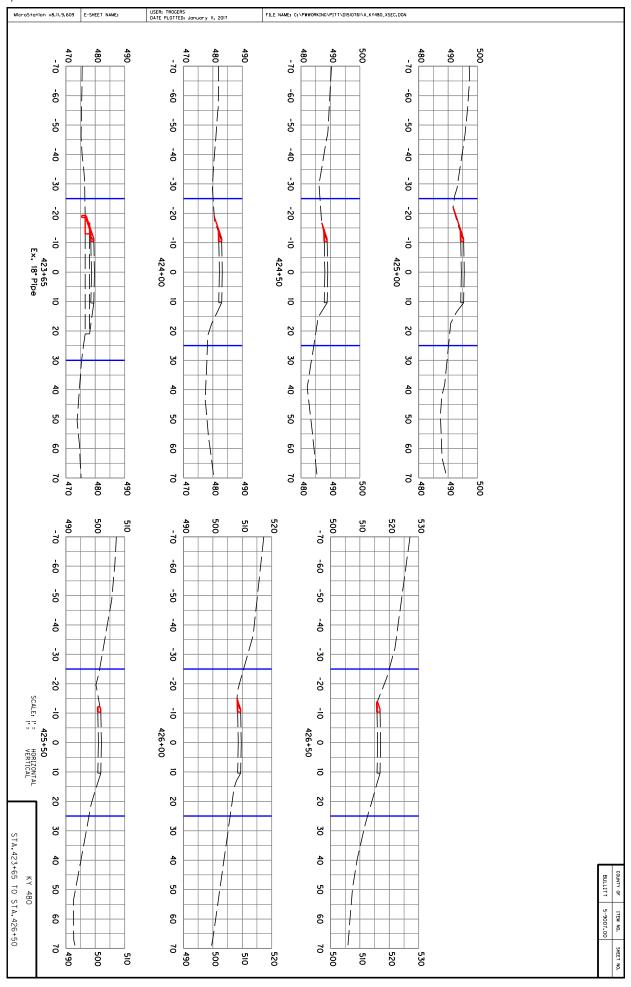


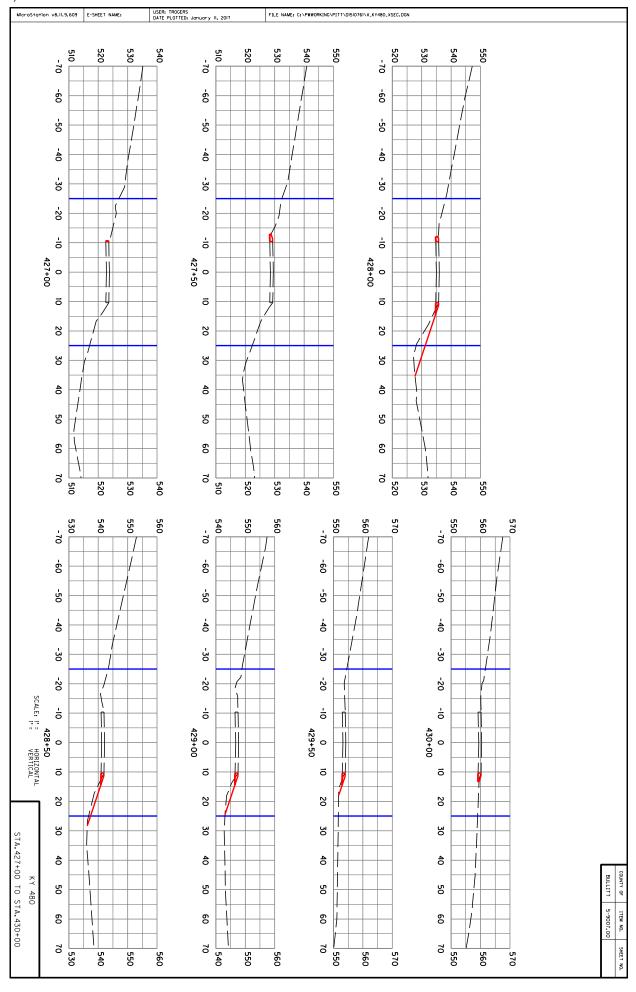


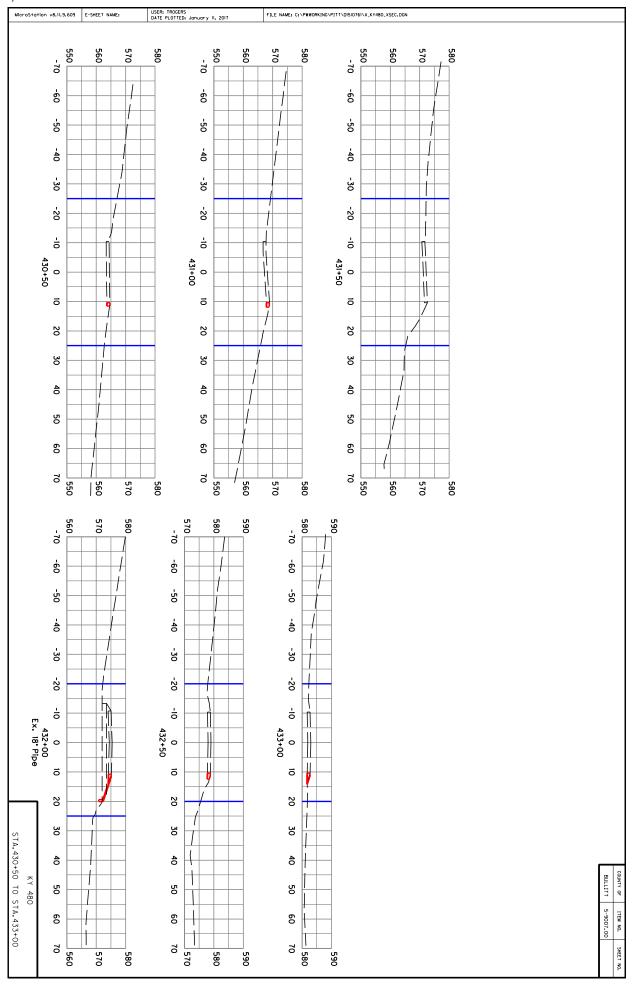


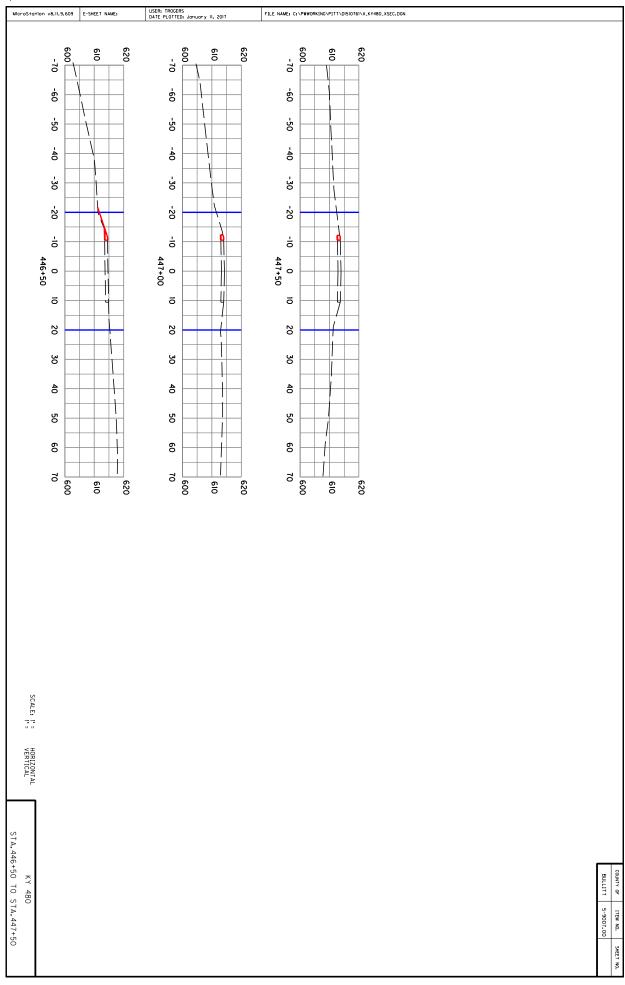














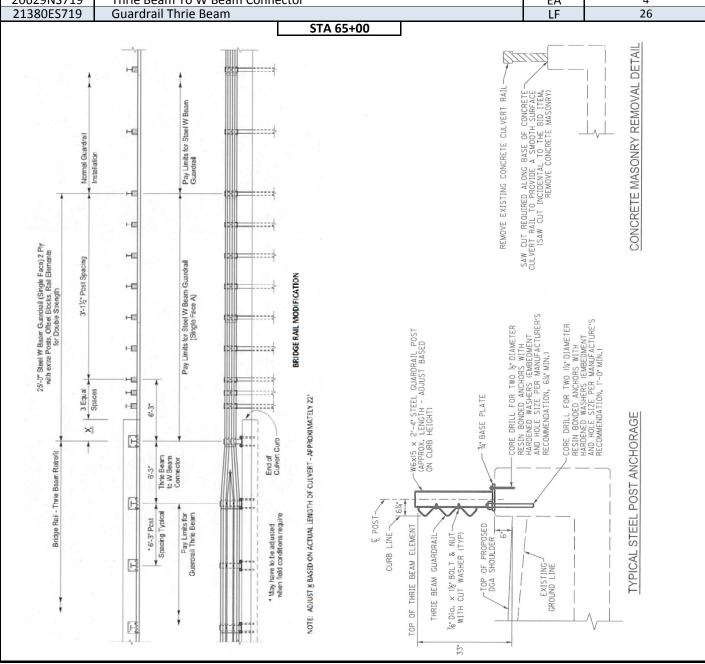


Highway Safety Improvement Program

Item No: 5-9007.00 County: Bullitt Route: KY 480

Bridge Guardrail Modification

Item No.	Item		Quantity		
2355	Guardrail - Steel W Beam - S Face A	LF	100		
2403	Remove Concrete Masonry	CY	2		
20629NS719	Thrie Beam To W Beam Connector	EA	4		
21380ES719	Guardrail Thrie Beam	LF	26		







Highway Safety Improvement Program

Item No: 5-9007.00 County: Bullitt Route: KY 480

Bridge Guardrail Modification

BRIDGE GUARDRAIL MODIFICATION NOTES:

BID ITEMS AND UNITS TO BID:

GUARDRAIL THRIE BEAM - LF THRIE BEAM TO W BEAM CONNNECTOR - EACH GUARDRAIL - STEEL W BEAM - S FACE A - LF

PAYMENT AT THE UNIT BID PRICES SHALL INCLUDE ALL MATERIALS, TOOLS, LABOR, AND INCIDENTALS NEEDED TO COMPLETE THE WORK AS SHOWN IN THESE DETAILS AND ACCORDING TO THE PROPOSAL NOTES.

DIMENSIONAL TOLERANCES NOT SHOWN OR IMPLIED ARE INTENDED TO BE THOSE CONSISTENT WITH THE PROPER FUNCTIONING OF THE PART, INCLUDING ITS APPEARANCE AND ACCEPTED MANUFACTURING PRACTICES. THE SAME TYPE OF RAIL ELEMENT, POST, FASTENINGS AND ACCESSORIES SHALL BE USED THROUGHOUT THE WORK.

IF REINFORCING IS ENCOUNTERED DURING DRILLING FOR ANCHORS, GROUT AND MAKE APPROPRIATE ADJUSTMENTS.

GUARDRAIL THRIE BEAM: This item includes the Thrie Beam guardrail, guardrail posts and base plates, hardware, labor, and incidentals necessary to properly install the thrie beam guardrail along the existing bridge structure. For thrie beam guardrail components, refer to Standard Drawing RBR-100-07.

THRIE BEAM TO W BEAM CONNECTOR: This item includes the Thrie Beam to W Beam Connector, guardrail posts and base plates, hardware, labor, and incidentals necessary to properly install the connector between the Thrie Beam and W-Beam guadrail. For details on the Thrie Beam to W Beam Connector refer to Standard Drawing RBR-005-11.

GUARDRAIL-STEEL W BEAM (SINGLE FACE A): This item includes the W-Beam guardrail (2 ply for extra strength), guardrail posts, offset blocks, hardware, labor, and incidentals necessary to properly install the approach guardrail within the 25'-0" limits at each corner of the structure. For deatils on the guardrail, components, offset blocks, and posts, refer to the Standard Drawings RBR-001-12, RBR-005-11, and RBR-015-05.

REMOVAL OF EXISTING CONCRETE MASONRY:

BID ITEM AND UNIT TO BID: REMOVE CONCRETE MASONRY - CY

PAYMENT AT THE UNIT BID PRICE SHALL INCLUDE ALL MATERIALS, TOOLS, LABOR AND INCIDENTALS NEEDED TO REMOVE THE EXISTING CONCRETE CULVERT RAIL. THE SAW CUT REQUIRED TO REMOVE THE RAIL IS TO BE INCIDENTAL TO THE CONCRETE MASONRY REMOVAL

STEEL POST ANCHORAGE AND BASE PLATE NOTES:

- 1. ALL MATERIAL, LABOR, AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE KENTUCKY TRANSPORTATION CABINET STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.
- 2. MATERIAL SPECIFICATIONS:
- STEEL SHAPES AND PLATES: ASTM A 36 OR ASTM A 992
- BOLTS, NUTS, AND WASHERS (UNLESS OTHERWISE NOTED): ASTM A 307 AND STD. SPEC. SECT. 813.09.
- RESIN BONDED ANCHORS (ALL THREAD): ASTM A 193 GRADE B7, OR ASTM A 449
- 3. ALL STEEL POSTS AND PLATES SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 111 AFTER FABRICATION. BOLTS AND HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH AASHTO M 232. (NOTE: THE ZINC PLATED WEDGE ANCHORS WILL NOT HAVE TO BE GALVANIZED.)
- 4. ALL BOLT HOLES SHALL BE $\frac{3}{6}$ " LARGER THAN THE BOLT DIAMETER UNLESS OTHERWISE SPECIFIED. USE TEMPLATE TO LOCATE HOLES IN CONCRETE. BOLT LENGTHS NOT SHOWN SHALL BE SIZED TO PROVIDE A $\frac{1}{4}$ " MIN. OF THREAD EXPOSED BEYOND THE NUT.





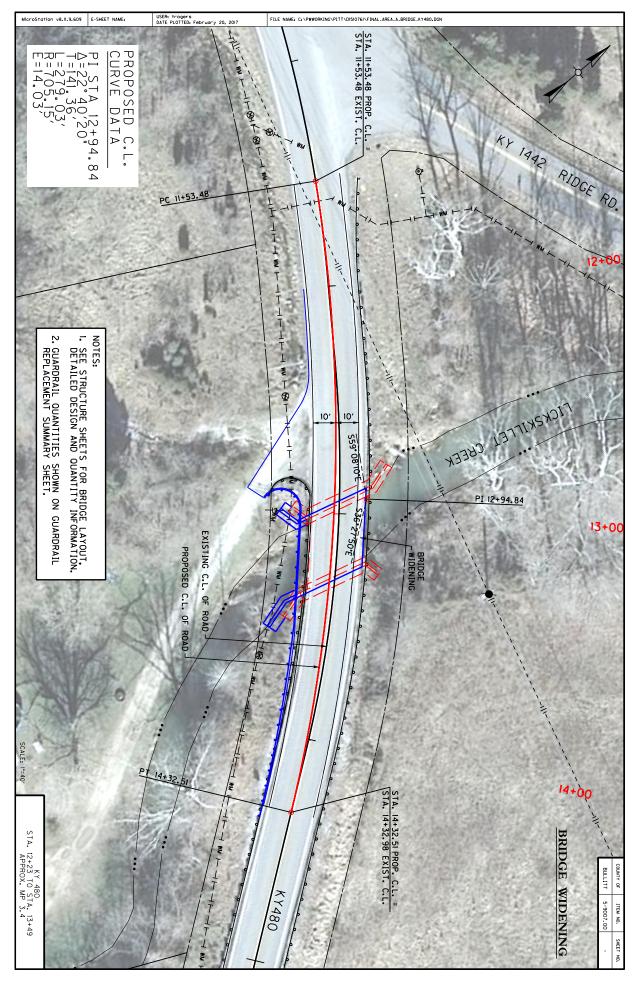
Highway Safety Improvement Program

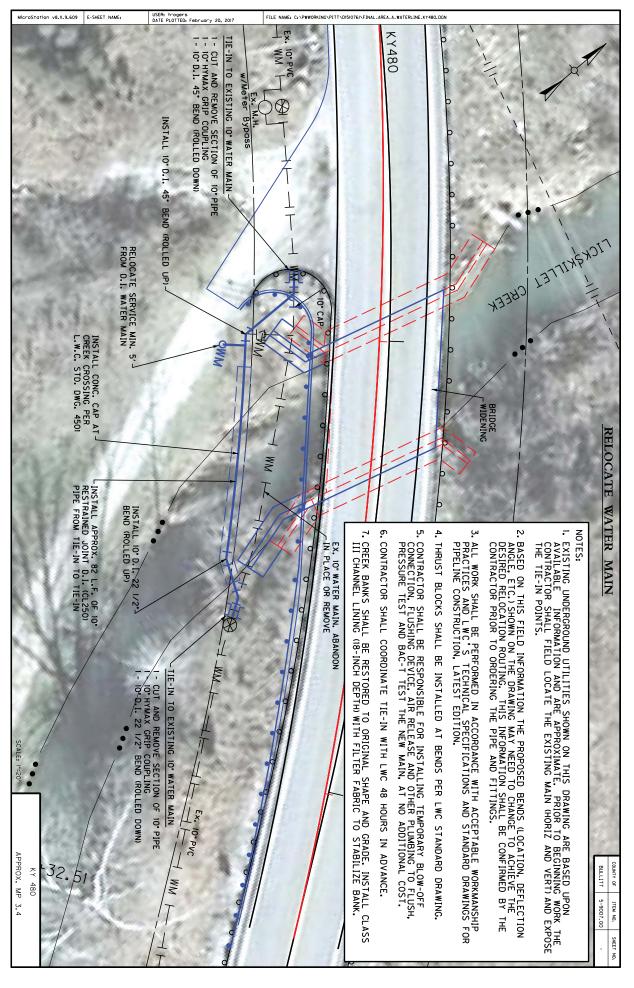
Item No: 5-9007.00 County: Bullitt Route: KY 480

Bridge Widening

Item No.	Item	Unit	Quantity					
2335	Guardrail Steel W Beam (S Face A)	LF	100					
2403	Remove Concrete Masonry	CY	1					
2731	Remove Structure	LS	1					
3250	One Step Membrane		106					
8001	Structure Excavation - Common		49					
8002	8002 Structure Excavation - Solid Rock		4					
8100	Concrete - Class A		23					
8150	Steel Reinforcement		3,977					
8652	Precast PC Box Beam B17-48		240					
8801	Guardrail Steel W Beam (S Face BR)		58					
001	DGA Base		30					
221	CL2 Asphalt Base 0.75D PG64-22		20					
14030	W Meter Relocate	EA	1					
14049	W Pipe Dctl Iron Rstrand Joint 10 IN		80					
14096	W Tie-in 10 IN	EA	2					
14107	W Valve 10 IN	EA	1					

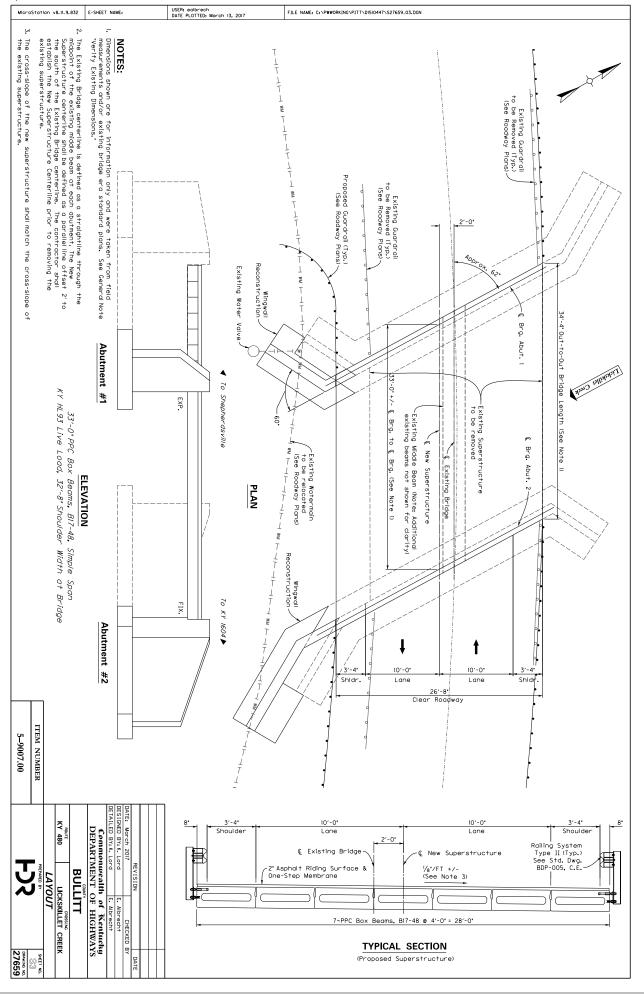
A PDF copy of the LWC Technical Specifications and Standard Drawings may be obtained from the LWC - Director of Engineering (502-569-3600).

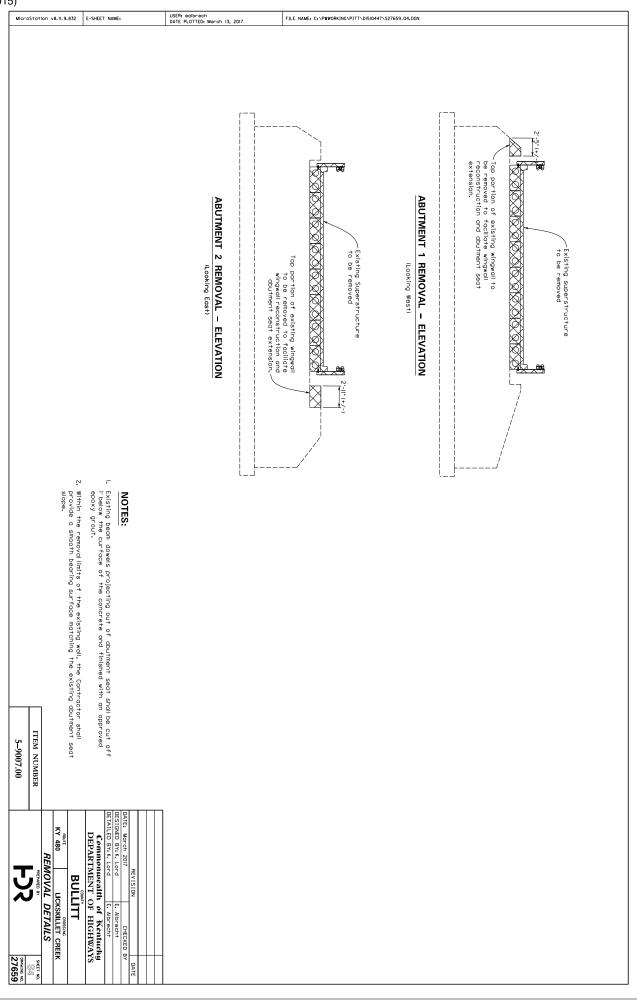


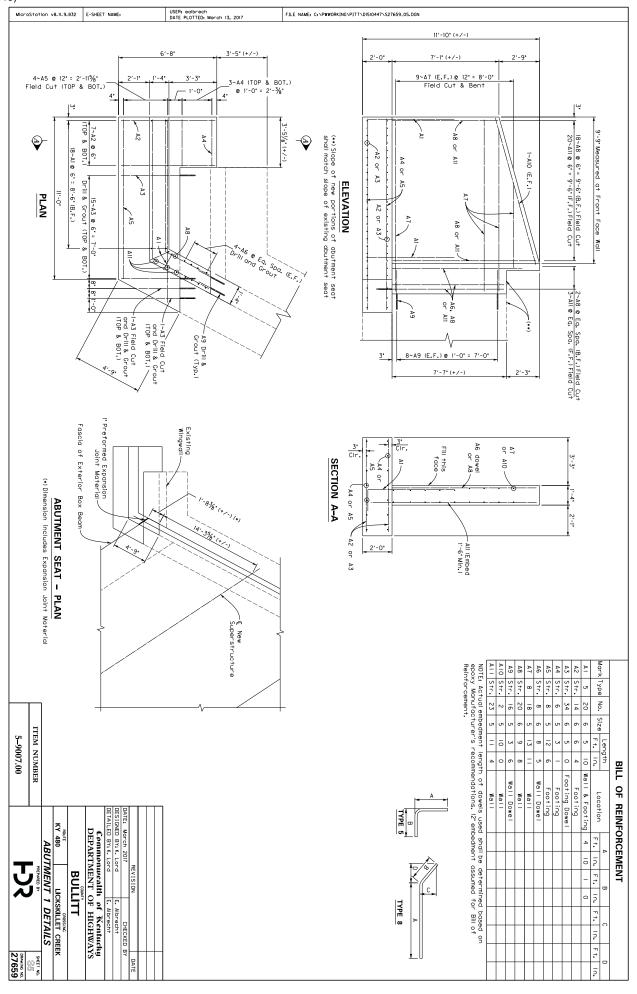


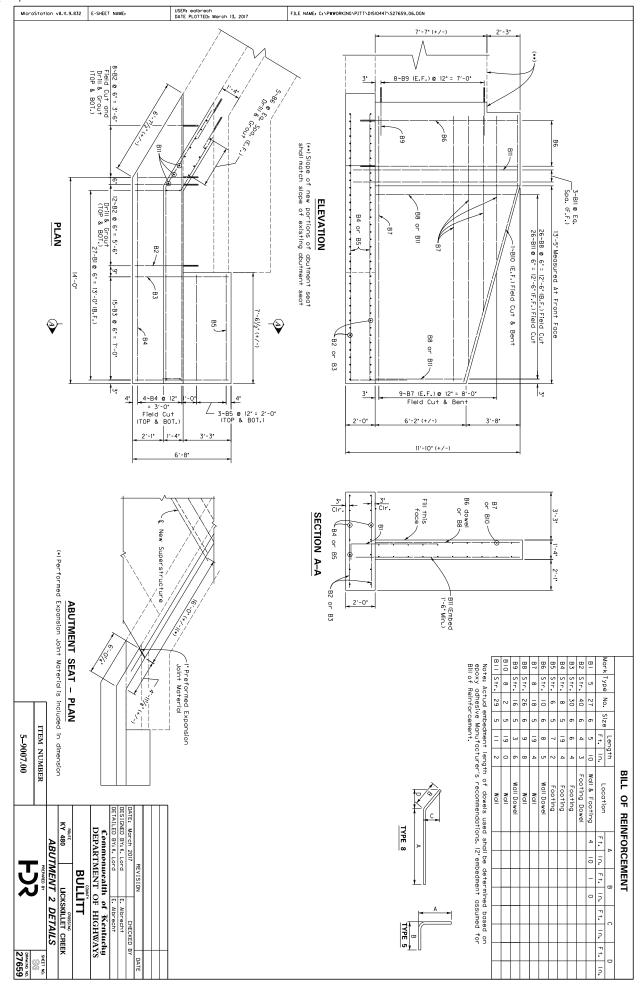
15)					
L	MicroStation v8.11.9.832	E-SHEET NAME:	USER: edibrech DATE PLOTTED: March 2, 2017	FILE NAME: C:\PWWORKING\PITT\DISIO447\S27659_OI.DCN	CONSTRUCTION PROJECT NO.	LETTING DATE
		E-SHEET NAME: BHILDGE OLALS 23/31 49 4. 240.4 51.5 100 1.0 1 106	Steel Structure Structur	BID ITEM CODE 19800	BULLITI COUNTY KY 480	TAT
	ERICA L. ALBERCHT. PE KY NO. 23437 Albrecht, Erica L TTEM NUMBER 5–9007.00	HOR ENGINEERING, INC.	PI ANS PREPARED BY			
	BULLITT RY 480 LICKSKILLET CREEK TITLE SHEET PROMOD BY SET 16. STORMON ON DOWN ON	DATE: Morch 2017 DESIGNED BY: K. Lord E. Abrecht ECHIED BY: K. Lord E. Abrecht Commonwealth of Wentucky DEPARTMENT OF HIGHWAYS	SPECIFICATIONS 2012 Standard Specifications for Road and Bridge Construction w/ ourrent supplemental specifications 2012 AASHTO LRED Bridge Design Specifications, 7th Ed.	<u>-</u>		Sheet No. Description

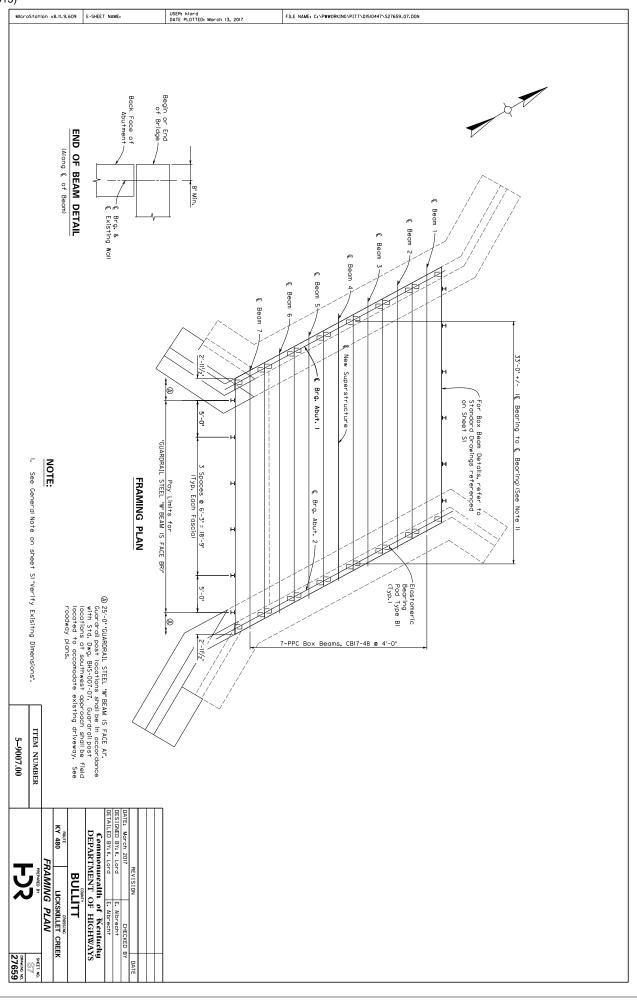
USER: ealbrech DATE PLOTTED: March 13, 2017 FILE NAME: C:\PWWORKING\PITT\DISIO447\S27659.02.DGN MicroStation v8.11.9.832 E-SHEET NAME: REINFORCEMENT: Dimensions shown from the face of concrete to bars are to center of bars unless otherwise shown. Spacing of bars is from center to center of bars, Clear distance to face of concrete is 2. unless otherwise noted. Any reinforcing bars designated by suffix (a) in the plans shall be epoxy coated in accordance with section 81.10 of the Standard Specifications. Any reinforcing bars designated by suffix (s) in a bill of reinforcement shall be considered a stirrup for purposes of bend diameters. COMPLETION OF THE STRUCTURE. The contractor is required to complete the structure in accordance with the plans and specifications. Material labor or construction operations, not otherwise specified are to be included in the bid item most appropriate to the work involved. This may include offerdams, shoring, excavations, backfilling, removal of all or parts of existing structures, phased construction, incidental materials, labor, or anything else required to complete the structure. CONSTRUCTION IDENTIFICATION. The names of the prime contractor and any sub-contractor shall be imprinted in the concrete in accordance with Standard Brawing BCX-006 (current edition) at a location designated by the Engineer. The contractor shall furnish all plans, equipment, and labor necessary to do the work for which no direct payment will be made. ON-SITE INSPECTION: Each contractor submitting a bid shall make a thorough inspection of the project site and be thoroughly familiarized with existing conditions prior to submitting a bid. Submission of a bid will be considered evidence that a field investigation has been made. Any claims resulting from site conditions will not be honored by the Department of Highways. SHOP DRAWINGS: Contrary to the Specifications submit shop drawings that are required by the plans and specifications directly to the consultant. If any changes in the design plans are proposed by a fabricator or supplier, submit those changes to the consultant through the contractor. SECLIFICATIONS. References to the Specifications are to the 2012 Edition the Kentucky Department of Hiphways Standard Specifications for Road or Bridge Construction including any current Supplemental Specifications. All references to the AASHIO Specifications are to the Seventh Edition of taskin LRFD Bridge Design Specifications. 2014 VERIFY EXISTING DIMENSIONS; Dimensions shown in the Plans are based on measurements and/or existing plans. Prior to beginning any work or ordering any materials, the Contractor shall verify all dimensions. DIMENSIONS: Dimensions are for a normal temperature of fahrenheit. Layout dimensions are horizontal dimensions. BEVELED EDGES: All exposed concrete edges shall be beveled $rac{N}{2}$ unless otherwise shown. ξ Concrete Class "A" -Steel Reinforcement General Notes specific to the Superstructure, used in the wingwalls 3500 psi - 60,000 psi 60 and footings. See of the ÷, field FOUNDATION. Wingwall footings are to embed a minimum of 9 inches into bedrock, as measured from the bottom of the footing. Solid rack exacuration will be required. Footing exacurations in bedrock shall be cut neatly so that no forming or backfilling is necessary in the construction of the portions of the footings located in rock, Footing concrete is to b placed directly against the vertical cut bedrock faces. BONDING NEW CONCRETE TO EXISTING CONCRETE. New concrete shall be bonded existing concrete with a two-component epoxy resin system conforming t section 826 of the Specifications. DOWELING REINFORCEMENT IN HARDENED CONCRETE: Where shown on the Plans, drill and use an epoxy adhesive for bonding new reinforcement into existing concrete using a two component epoxy resin system conforming to Section 826 of the Specifications. Embedment of the reinforcing steel should be sufficient to develop the full tensile strength of the reinforcing bar in accordance with the Manufacturer's recommendations. In no case shall the embedment be less than 8. The cost of drilling holes and applying adhesive shall be incidental to the Unit Price Bid for 'Class' A' Concrete. REMOVAL OF THE EXISTING SUPERSTRUCTURE AND PORTIONS OF THE EXISTING SUBSTRUCTURE: The existing superstructure shall be removed in accordance with Section 203 of the Specifications. Portions of the existing substructure wingwalls shall be removed in accordance with the Plans. Core shall be taken to prevent damage to the existing substructure that is to remain. The cost of superstructure removal shall be included in the lump sum bid for "Remove Structure". The cost for removal for portions of the substructure shall be included in the Unit Price Bid for 'Remove Concrete substructure shall be included in the Unit Price Bid for 'Remove Concrete TEMPORARY SHORING. Temporary shoring, sheeting, and/or dewatering may be required for the construction of the abutment. Include the cost for this in the bid for Structure Excavation Common or Structure Excavation Solid Rock as appropriate. ABBREVIATIONS: preparation of Abutment
Back Face
Bottom
Bearing
Clear
Center Line Drawing Each Face Equal Front Face Feet Inches Minimum Spaces Standard Straight Typical of these following abbreviations may have been se plans: 0 0 ITEM NUMBER 5-9007.00 ку 480 E: March 2017 IGNED BY:K. Lord AILED BY:K. Lord Commonwealth of Kentucky DEPARTMENT OF HIGHWAYS GENERAL NOTES REVISION BULLITT LICKSKILLET CREEK CHECKED BY 27659 DATE















Item No: 5-9007.00 County: Bullitt Route: KY 480

Pipe Extensions

	Unit Item No. Notes ace (HW-Rt) adwall only	L	F 62 Rt.	L	IN .F .62 	L	IN F 56 Rt.	L	IN .F .D3	Concrete Headwalls EA 24575ES610
21+80 Repla 52+85 Hea	Notes ace (HW-Rt)	Lt. 0	62	40	52	4(56	5(03	
21+80 Repla 52+85 Hea	Notes ace (HW-Rt)	Lt.								24575ES610
21+80 Repla 52+85 Hea	ace (HW-Rt)	0	Rt.	Lt.	Rt.	Lt.	Rt	1+	-	
52+85 Hea							110.		Rt.	
	adwall only							25	25	1
56+45		8								1
										1
72+75				5	7					2
78+15			5							1
81+20					10					1
89+20			7							1
126+60			7							1
150+55			7							1
194+55		4								1
200+05			4							1
214+95		10	5							2
221+05					5					1
233+60				8						1
286+35	DBI 2						0			0
320+55						13	10			2
423+65		6								1
432+00		0	4							2
	TOTAL	6	57	3	5	2	:3	5	60	21

Item No.	Item	Unit	Quantity
02483	Channel Lining Class II	TON	110
462	Culvert Pipe18 IN	LF	67
464	Culvert Pipe24 IN	LF	35
466	Culvert Pipe30 IN	LF	23
503	Culvert Pipe Equiv. 72 IN	LF	50
1493	Drop Boxt Inlet Type 2	EA	1
24575ES610	Mitered Sloped Concrete Headwalls	EA	21

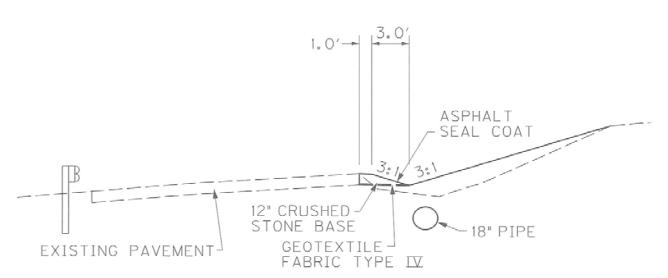




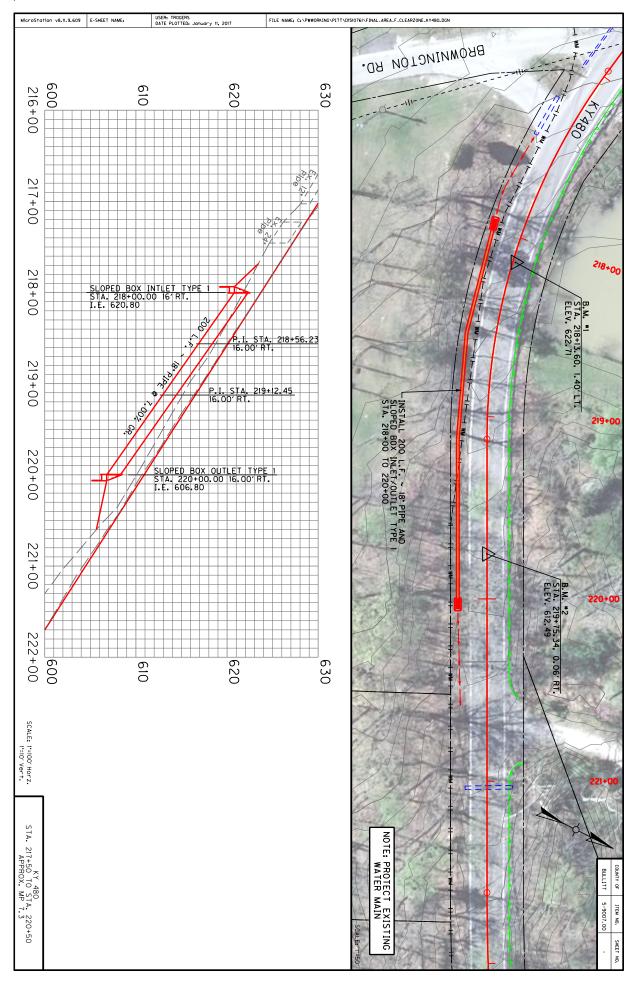
Item No: 5-9007.00 County: Bullitt Route: KY 480

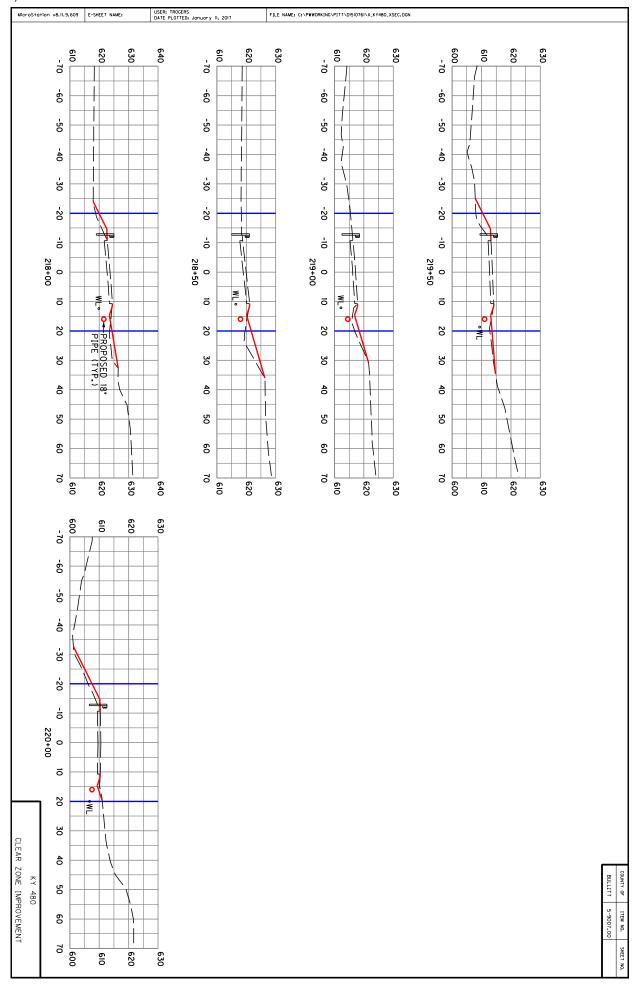
Clear Zone Improvement

Item No.	Item	Unit	Quantity
462	Culvert Pipe - 18 IN	LF	200
1440	Sloped Box Inlet/Outlet - Type 1	EA	2
2200	Roadway Excavation	CY	35
2230	Embankment-In-Place	CY	145
2460	Remove Trees or Stumps	EA	50



*CSB, Geo Ty IV, and Seal Coat quantities included under Shoulder Improvements.









Item No: 5-9007.00 County: Bullitt Route: KY 480

Enhanced Curve Signing

Item No.	ltem	Unit	Quantity
6403	Steel Post Type 1	LF	350
6406	SBM Alum Sheet Signs .080 IN	SF	165
6407	SBM Alum Sheet Signs .125 IN	SF	16
6417	Flexible Delineator Post - B/W	EA	27
21373ND	Remove Signs	EA	10
24631EC	Barcode Sign Inventory	EA	38

SIGN SUMMARY

			SIZE-II	VCHES			
SIGN CODE	TEXT / DESCRIPTION	NUMBER	W	Н	S.F.		
W1-1aL	30 MPH	2	36	36	18		
W1-1aR	30 MPH	2	36	36	18		
W1-2L		1	30	30	6		
W1-2aL	40 MPH	1	36	36	9		
W1-2aL	45 MPH	1	36	36	9		
W1-2aR	35 MPH	1	36	36	9		
W1-2aR	40 MPH	1	36	36	9		
W1-3L		2	30	30	13		
W1-4R		1	30	30	6		
W1-6		2	48	24	16		
W1-8		19	18	24	57		
W13-1P	30 MPH	2	18	18	5		
W13-1P	35 MPH	1	18	18	2		
W13-1P	40 MPH	1	18	18	2		
W13-1P	45 MPH	1	18	18	2		
TOTAL					181		

Details and Quantities are for estimating purposes only. See Special Note for Signing.





Item No: 5-9007.00 County: Bullitt Route: KY 480

Driveway Surfacing*

	Driveway Surfacing .							
	Existing Drivewa	y Location	E	ntrance Pipe	es			
Loc.	Mile Point	Station	Length (LF)	Diameter (IN)	Material	Notes		
R	3.729	29+35	26	15	CMP			
R	3.767	31+35	40	12	CMP			
R	3.893	38+00			C-HDPE	Buried Pipe		
L	4.109	49+40				No entrance pipe		
R	4.125	50+25	20	12	CMP			
R	4.145	51+35				Buried pipe		
R	4.467	68+35				Box Culvert under entrance		
L	4.470	68+50	38	15	RCP			
L	4.591	74+90	28	15	CMP			
L	4.787	85+25	32	12	CMP			
L	4.859	89+00				No entrance pipe		
L	4.898	91+10				No entrance pipe		
L	4.906	91+50				No entrance pipe		
L	5.668	131+75				No entrance pipe		
L	5.756	136+40				No entrance pipe		
L	5.763	136+75				No entrance pipe		
R	5.846	141+15				No entrance pipe		
L	5.999	149+20	27	12	CMP			
L	6.092	154+15	27	18	CMP			
L	6.291	164+65				No entrance pipe		
L	6.582	180+00	24	12	C-HDPE			
L	6.634	182+75	30		CMP	Crushed pipe		
L	6.676	184+95			CMP	Crushed/buried pipe		
L	6.853	194+30		15/12	CMP			
L	6.918	197+75	24	18	CMP			
L	6.958	199+85	28	15				
L	7.578	232+60				No entrance pipe - street		
R	8.208	165+85	40	15	RCP			
L	8.354	273+55				No entrance pipe		
R	8.853	299+90	21	15	CMP	Buried pipe		
R	9.153	315+75	36	12	CMP			
L	9.521	335+20				No entrance pipe		
R	9.885	354+40				No entrance pipe		
R	10.374	380+20	29	15	CMP			
R	10.662	395+40	28	15	CMP	Crushed pipe ends		
L	11.335	430+95	28	15	CMP			
R	11.430	436+00				No entrance pipe		



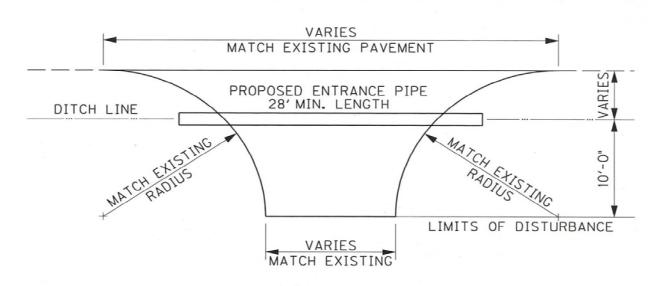


Item No: 5-9007.00 County: Bullitt Route: KY 480

Driveway Surfacing*

Item No.	Item	Unit	Quantity
001	DGA Base	TON	86
221	CL2 Asphalt Base 0.75D PG64-22	TON	41
307	CL2 Asphalt Surface 0.38B PG64-22	TON	21
441	Entrance Pipe - 18 IN	LF	150
1371	Metal End Section TY 1 - 18 IN	EA	10

EXISTING ROADWAY



RESIDENTIAL — 1" CL2 ASPHALT SURFACE 0.38B PG64-22
2" CL2 ASPHALT BASE 0.75D PG64-22
4" DGA

*NOTE: TABLE INDICATES EXISTING DRIVEWAY LOCATIONS. THE CONTRACTOR IS TO SURFACE DRIVEWAYS AND REPLACE ENTRANCE PIPES AT DIRECTION OF THE ENGINEER. QUANTITIES ARE SHOWN FOR ESTIMATING PURPOSES ONLY.



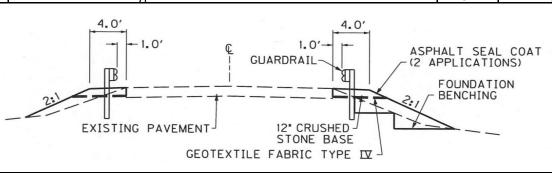


Item No: 5-9007.00 County: Bullitt Route: KY 480

Guard	drai	Rep	lacement	
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		Begin			End		Lanath	
Dir.	End Treatment	Mile	Station	End Treatment	Mile	Station	Length	
	End Treatment	Point	Station	End Treatment	Point	Station	(LF)	
EB	T.S. No. 1	3.416	12+85	Type 1	3.489	16+70	385	
EB	Type 1	4.388	64+15	Type 1	4.416	65+65	150	
EB	Type 1	5.346	114+75	T.S. No. 1	5.379	116+50	175	
EB	Type 1	8.424	277+25	Type 1	8.477	280+05	280	
EB	Type 1	9.380	327+75	Type 1	9.442	331+00	325	
EB	Type 1	9.489	333+50	T.S. No. 1	9.595	339+10	560	
EB	Type 1	9.759	347+75	Type 1	9.867	353+45	570	
EB	Type 1	9.999	360+40	Type 1	10.024	361+75	135	
EB	Type 1	10.691	396+95	Br. End Ty A	10.745	399+80	285	
EB	Br. End Ty A	10.786	401+95	T.S. No. 1	10.824	404+00	205	
WB	T.S. No. 1	10.820	403+75	Br. End Ty A	10.786	401+95	180	
WB	Br. End Ty A	10.745	399+80	T.S. No. 1	10.703	397+60	220	
WB	Type 1	10.200	371+05	T.S. No. 1	10.162	368+50	255	
WB	Type 1	10.021	361+60	Type 1	9.985	359+70	190	
WB	Type 1	9.422	329+95	Type 1	9.369	327+15	280	
WB	T.S. No. 1	8.478	280+10	Type 1	8.429	277+50	260	
WB	Type 1	7.411	223+75	T.S. No. 1	7.269	216+30	745	
WB	Type 1	5.377	116+40	Type 1	5.349	114+90	150	
WB	T.S. No. 1	4.419	65+80	Type 1	4.351	62+20	360	
WB	Type 1	3.467	15+55	Type 1	3.392	11+55	400	
TOTAL 6,110								

Item No.	Item	Unit	Quantity
003	Crushed Stone Base	TON	1,760
100	Asphalt Seal Aggregate	TON	62
103	Asphalt Seal Coat	TON	8
1987	Delineator for Guardrail - B/W	EA	63
2200	Roadway Excavation	CY	350
2230	Embankment-In-Place	CY	1,460
2351	Guardrail - Steel W Beam - S Face	LF	4,525
2360	Guardrail Terminal Section No. 1	EA	8
2363	Guardrail Connector to Bridge End Type A	EA	4
2367	Guardrail End Treatment Type 1	EA	20
2385	Remove Guardrail	LF	4,525
2460	Remove Trees or Stumps	EA	45
2599	Geotextile Fabric - Type IV	SY	3,055







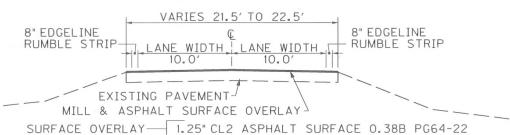
Item No: 5-9007.00 County: Bullitt Route: KY 480

Pavement Resurfacing

	Be	gin	End		Longth	
Description	Mile Point	Station	Mile Point	Station	Length (LF)	
Resurface Roadway	3.362	10+00	5.237	109+00	9,900	

Item No.	ltem	Unit	Quantity
190	Leveling & Wedging PG64-22	TON	166
307	CL2 Asphalt Surface 0.38B PG64-22	TON	1,665
2677	Asphalt Pavement Milling & Texturing	TON	1,680
2676	Mobilization for Milling & Texturing	LS	1
6514	Pavement Striping - Permanent Paint 4"	LF	24,750
2697	Edgeline Rumble Strip - 8"	LF	19,800

STA. 10 + 00 TO 109 + 00



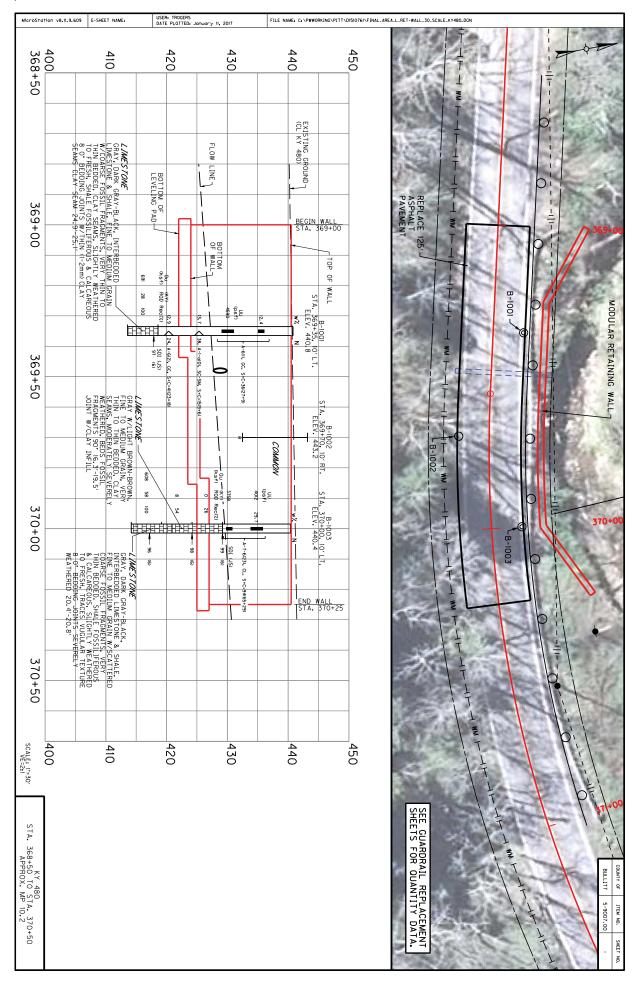


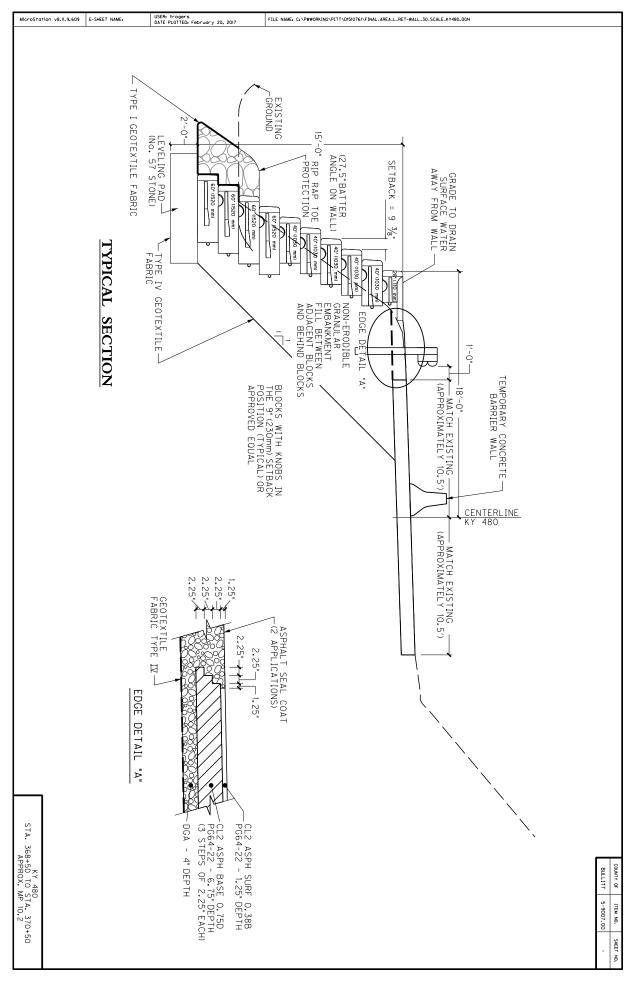


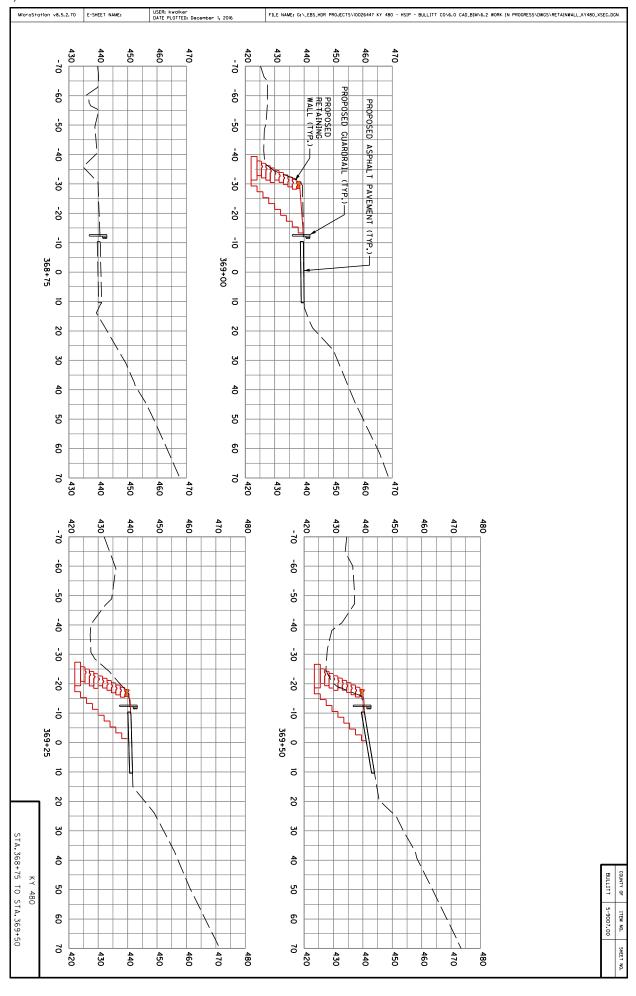
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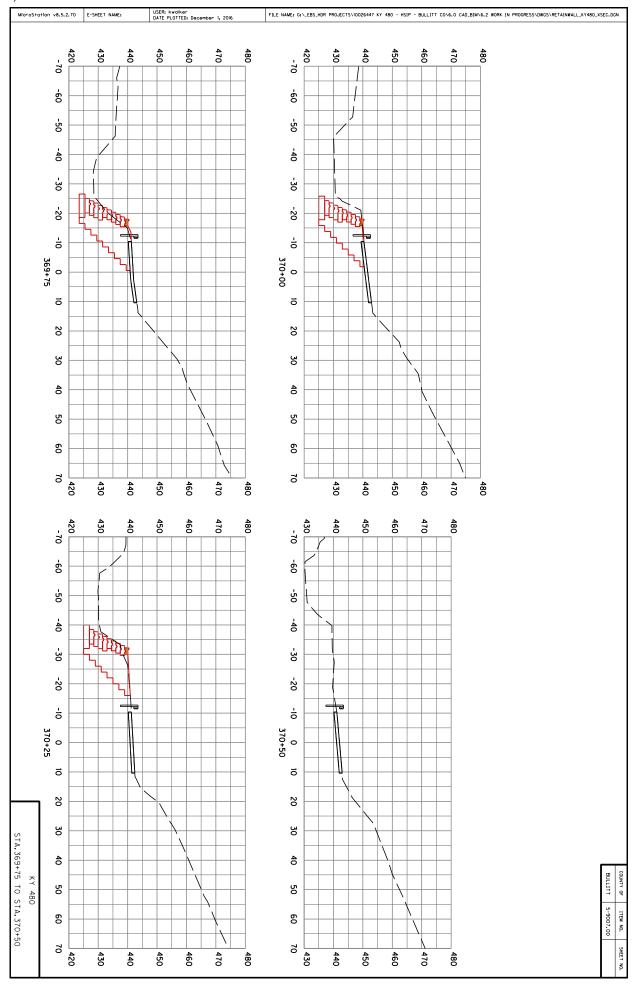
Retaining Wall

Item No.	Item	Unit	Quantity
001	DGA Base	TON	130
071	Crushed Aggregate Size #57	TON	160
221	CL2 Asphalt Base 0.75D PG64-22	TON	110
301	CL2 Asphalt Surface 0.38B PG64-22	TON	20
461	Culvert Pipe - 15 IN	LF	20
2203	Structure Excavation - Unclassified	CY	1,050
2223	Granular Embankment	CY	700
2484	Channel Lining Class III	TON	240
2596	Geotextile Fabric Type I	SY	175
2599	Geotextile Fabric Type IV	SY	290
8100	Concrete - Class A	CY	1
21496ED	Retaining Wall - Modular Concrete	SF	2,210













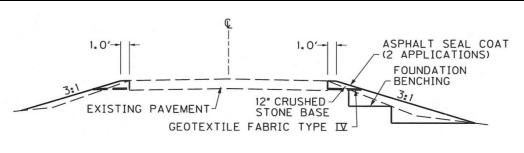
Item No: 5-9007.00 County: Bullitt Route: KY 480

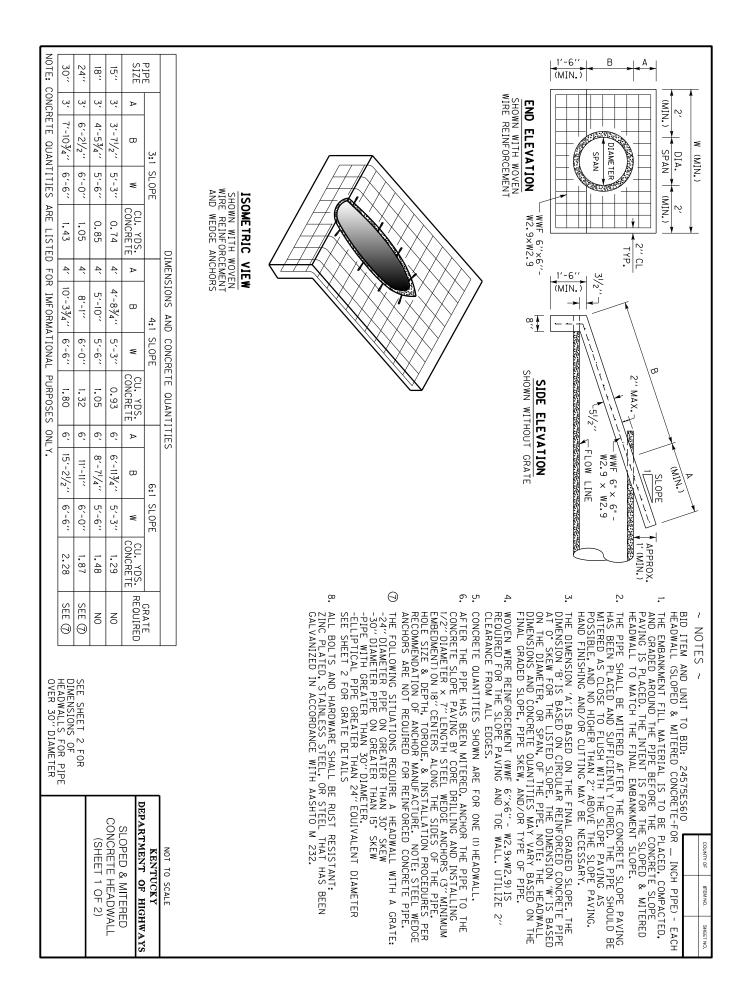
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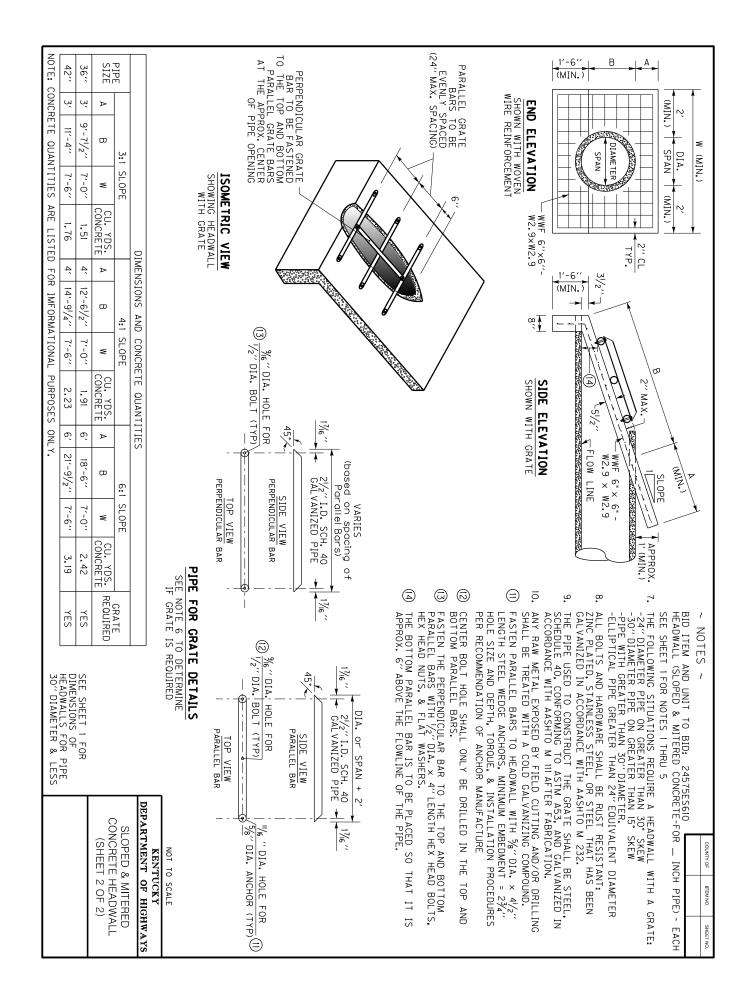
Begin		End		Longth		Begin		End		Longth	
Dir.	Mile Point	Station	Mile Point	Station	Length (LF)	Dir.	Mile Point	Station	Mile Point	Station	Length (LF)
EB	3.579	21+45	3.610	23+10	165	WB	11.649	447+55	11.624	446+20	135
EB	4.166	52+45	4.184	53+40	95	WB	11.284	428+25	11.199	423+80	445
EB	4.223	55+45	4.250	56+85	140	WB	11.059	416+40	10.941	410+15	625
EB	4.504	70+30	4.579	74+25	395	WB	10.596	391+95	10.558	389+95	200
EB	4.591	74+85	4.617	76+25	140	WB	9.362	326+80	9.314	324+25	255
EB	4.645	77+75	4.760	83+80	605	WB	9.252	321+00	9.227	319+65	135
EB	4.779	84+80	4.876	89+90	510	WB	8.641	288+70	8.627	287+95	75
EB	5.261	110+25	5.302	112+40	215	WB	8.606	286+85	8.521	282+40	445
EB	5.536	124+75	5.654	131+00	625	WB	8.429	277+50	8.367	274+25	325
EB	5.858	141+75	5.867	142+25	50	WB	7.626	235+10	7.586	233+00	210
EB	5.976	148+00	6.055	152+15	415	WB	7.459	226+30	7.448	225+75	55
EB	6.828	193+00	7.116	208+20	1,520	WB	7.147	209+85	7.075	206+05	380
EB	7.171	211+10	7.277	216+70	560	WB	6.882	195+85	6.857	194+50	135
EB	7.293	217+55	7.583	232+85	1,530	WB	6.175	158+50	6.099	154+50	400
EB	7.682	238+10	7.778	243+15	505	WB	5.880	142+95	5.862	142+00	95
EB	8.484	280+40	8.609	287+05	665	WB	4.576	74+10	4.558	73+15	95
EB	8.629	288+10	8.644	288+85	75	WB	4.259	57+35	4.227	55+65	170
EB	9.225	319+55	9.299	323+45	390	WB	4.181	53+25	4.163	52+30	95
EB	10.207	371+40	10.238	373+05	165	WB	3.591	22+10	3.560	20+45	165
EB	10.912	408+65	10.962	411+25	260						
EB	11.273	427+70	11.336	431+00	330						
EB	11.347	431+60	11.376	433+10	150						

TOTAL	9,505	TOTAL	4,440

Item No.	ltem	Unit	Quantity
003	Crushed Stone Base	TON	2,140
100	Asphalt Seal Aggregate	TON	74
103	Asphalt Seal Coat	TON	10
462	Culvert Pipe - 18 IN	LF	45
464	Culvert Pipe - 24 IN	LF	20
466	Culvert Pipe - 30 IN	LF	20
2200	Roadway Excavation	CY	650
2230	Embankment-In-Place	CY	225
2460	Remove Trees or Stumps	EA	112
2599	Geotextile Fabric - Type IV	SY	4,960
24575ES610	Mitered Sloped Concrete Headwalls	EA	24







PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

SUPPLEMENTAL SPECIFICATIONS

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

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

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

- **1.0 DESCRIPTION.** Install barcode label on sheeting signs. Section references herein are to the Department's 2012 Standard Specifications for Road and Bridge Construction.
- **2.0 MATERIALS.** The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

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

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

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

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

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

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

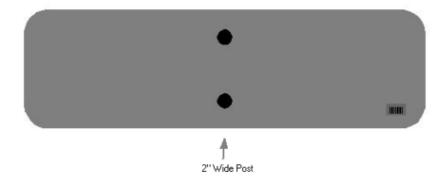
The installation of the permanent sign will be measured in accordance to Section 715.

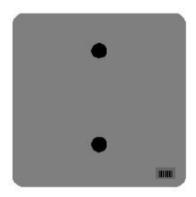
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

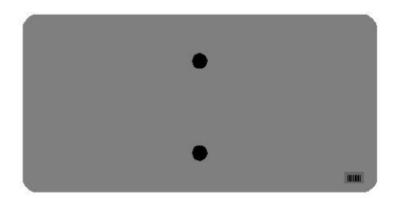
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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

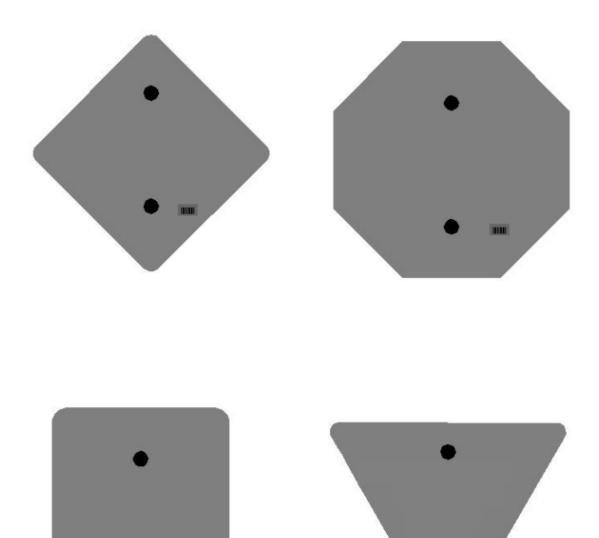
One Sign Post



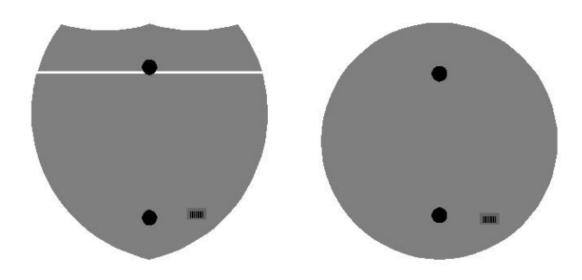


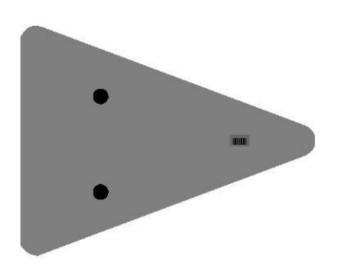


One Sign Post

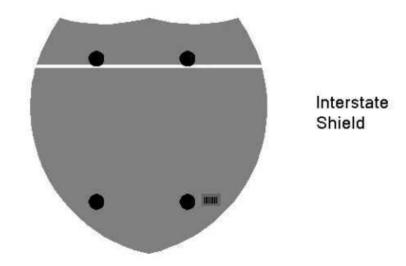


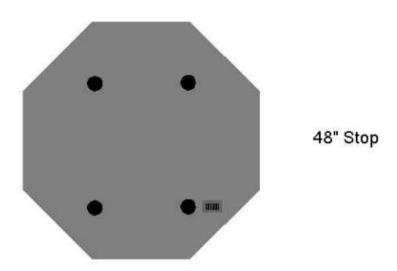
One Sign Post





Double Sign Post

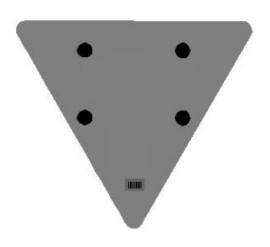




2 Post Signs







2016 STANDARD DRAWINGS THAT APPLY

ROADWAY ~ BARRIERS ~

GUARDRAIL CONNECTORS TO BRIDGE ENDS	
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A COMPONENTS	RBC-002-03
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A AND A-1 COMPONENTS	
GUARDRAIL CONNECTOR TO BRIDGE END TYPE A	RBC-005
ENERGY ABSORPTION DEVICES	
CRASH CUSHION TYPE VI-BT	RBE-100-10
TYPICAL BARRIER INSTALLATIONS	
TYPICAL GUARDRAIL INSTALLATIONS	
TYPICAL GUARDRAIL INSTALLATIONSINSTALLATION OF GUARDRAIL END TREATMENT TYPE 1	
INSTALLATION OF GUARDRAIL END TREATMENT TYPE I	KB1-004-05
CONCRETE MEDIAN BARRIERS	
CONCRETE BARRIER WALL TYPE 9T (TEMPORARY)	RRM-115-10
BOX BEAM STIFFENING OF TEMPORARY CONCRETE BARRIER	RBM-120-01
DON BEAM OF TEM ORDER DIRECTED BANKED	120 01
GUARDRAIL HARDWARE	
STEEL BEAM GUARDRAIL (W-BEAM)	RBR-001-12
GUARDRAIL COMPONENTS	
GUARDRAIL TERMINAL SECTIONS	RBR-010-06
STEEL GUARDRAIL POSTS	
TIMBER GUARDRAIL POSTS	
GUARDRAIL END TREATMENT TYPE 1	
DELINEATORS FOR GUARDRAIL	
DELINEATORS AT NARROW SHOULDER BRIDGES	
STEEL BEAM GUARDRAIL (THRIE BEAM)	KBK-100-07
~ DRAINAGE ~	
BOX INLETS AND OUTLETS	
SLOPED BOXES	
SLOPED BOX INLET OR OUTLET TYPE 1	
METAL END SECTION TYPE 1 & 2 (PARALLEL STRUCTURES)	RDB-150-02
DIMENSIONS FOR METAL END SECTIONS	RDB-160-02
DAMED DITCHES ELLIME INLETS AND CHANNEL LININGS	
PAVED DITCHES, FLUME INLETS AND CHANNEL LININGS	DDD 040.05
CHANNEL LINING CLASS II AND III	RDD-040-05
TYPICAL DRAINAGE INSTALLATIONS	
CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12" – 24" PIPE)	RDI-001-10
CULVERT, ENTRANCE & STORM SEWER FIFE TYPES & COVER HEIGHTS (12 - 24 TH E) CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (27" - 42" PIPE)	
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE	
PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE	
PIPE BEDDING, TRENCH CONDITION	RDI-025-05
PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE	RDI-026-01
COATINGS, LININGS AND PAVINGS FOR NON-STRUCTURAL PLATE PIPE	RDI-035-02

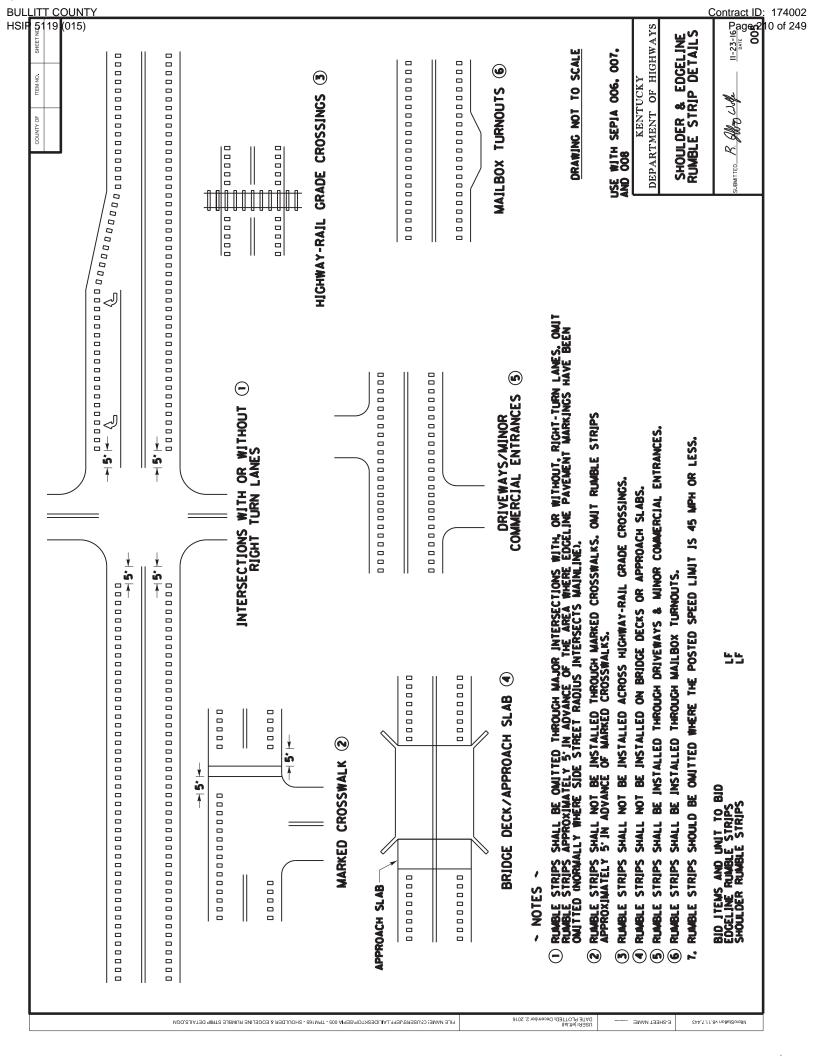
Standard Drawings That Apply Page 2 of 3

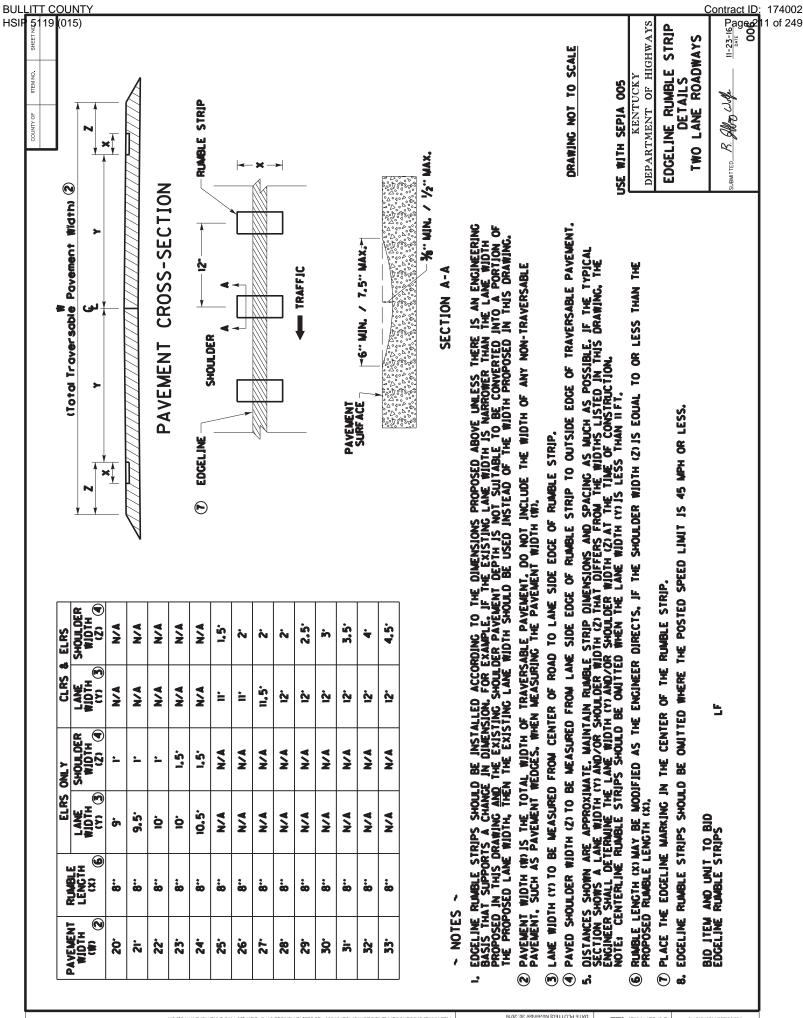
EROSION CONTROL BLANKET SLOPE INSTALLATION EROSION CONTROL BLANKET CHANNEL INSTALLATION	
EROSION CONTROL BLANKET CHANNEL INSTALLATION	KDI-041-01
MISCELLANEOUS DRAINAGE	
INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE	
SECURITY DEVICES FOR FRAMES, GRATES AND LIDS	
TEMPORARY SILT FENCE	
SILT TRAP - TYPE A	
SILT TRAP - TYPE B	RDX-225-01
CENTRAL	
~ <i>GENERAL</i> ~ CURVE WIDENING AND SUPERELEVATION	
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	DCC 001 07
CURVE WIDENING AND SUPERELEVATION TRANSITIONS	KGS-001-07
MISCELLANEOUS STANDARDS	
MISCELLANEOUS STANDARDS PART 1	RGX-001-06
TYPICAL EMBANKMENT FOUNDATION BENCHES	
ONE POINT PROCTER FAMILY OF CURVES	RGX-200-01
~ PAVEMENT ~	
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC. APPROACHES, ENTRANCES, AND MAIL BOX TURNOUT	DDM 110 07
AFFROACHES, ENTRANCES, AND WAIL BOX TURNOUT	KFWI-110-07
TRAFFIC	
~ PERMANENT ~	
RAISED PAVEMENT MARKERS	
SHOULDER & EDGELINE RUMBLE STRIP DETAILS	
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS	
SHOULDER RUMBLE STRIP DETAILS TWO LANE ROADWAYSFLEXIBLE DELINEATOR POST ARRANGEMENTS FOR HORIZONTAL CURVES	
FLEXIBLE DELINEATOR FOST ARRANGEMENTS FOR HORIZONTAL CURVES	1 PWI-1 /U
~ TEMPORARY ~	
TRAFFIC CONTROL	
LANE CLOSURE TWO-LANE HIGHWAY	
LANE CLOSURE USING TRAFFIC SIGNALS	
SHOULDER CLOSURE	
ROAD CLOSURE WITH DIVERSION	1 1C-150-03
<u>DEVICES</u>	
PAVEMENT CONDITION WARNING SIGNS	TTD-125-02
CTRIBING OPER ATIONS	
STRIPING OPERATIONS MORN E OPERATION FOR PAINT STRIPING CASE I	TTTC 100 02
MOBILE OPERATION FOR PAINT STRIPING CASE I	LLS-100-02
MOBILE OPERATION FOR PAINT STRIPING CASE II	

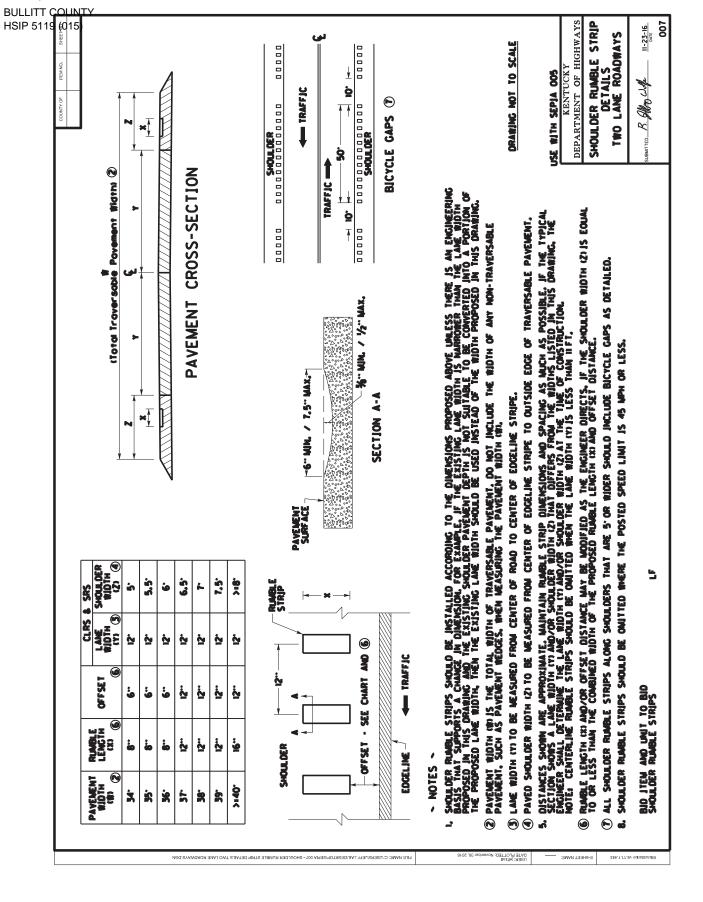
BRIDGES

Standard Drawings That Apply Page 3 of 3

BEARING DEVICES	
ELASTOMETRIC BEARING PADS FOR PRESTRESSED BEAMS	BBP-001-12
BEARING DETAILS	BBP-002-04
ELASTOMETRIC BEARING PADS FOR BOX BEAMS	BBP-003-02
BOX BEAMS	
BOX BEAM GENERAL NOTES & REFERENCES	
BOX BEAM BEARING DETAILS	
BOX BEAM MISCELLANEOUS DETAILS	
BOX BEAM TENSION ROD DETAILS	
RAILING SYSTEM TYPE II	BDP-005-05
BOX BEAM B17 & CB17 DETAILS	BDP-007-04
MISCELLANEOUS STANDARDS	
GEOTECHNICAL LEGEND.	
BRIDGE DRAINS	BGX-015-03
RAILING SYSTEMS	
RAILING SYSTEM, TYPE II, GUARDRAIL TREATMENT	BHS-007-07







PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

- 2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

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

- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification - First Tier Participants:

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

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

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. "First Tier Covered
 Transactions" refers to any covered transaction between a
 grantee or subgrantee of Federal funds and a participant (such
 as the prime or general contract). "Lower Tier Covered
 Transactions" refers to any covered transaction under a First
 Tier Covered Transaction (such as subcontracts). "First Tier
 Participant" refers to the participant who has entered into a
 covered transaction with a grantee or subgrantee of Federal
 funds (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
 "suspended," "ineligible," "participant," "person," "principal,"
 and "voluntarily excluded," as used in this clause, are defined
 in 2 CFR Parts 180 and 1200. You may contact the person to
 which this proposal is submitted for assistance in obtaining a
 copy of those regulations. "First Tier Covered Transactions"
 refers to any covered transaction between a grantee or
 subgrantee of Federal funds and a participant (such as the
 prime or general contract). "Lower Tier Covered Transactions"
 refers to any covered transaction under a First Tier Covered
 Transaction (such as subcontracts). "First Tier Participant"
 refers to the participant who has entered into a covered
 transaction with a grantee or subgrantee of Federal funds
 (such as the prime or general contractor). "Lower Tier
 Participant" refers any participant who has entered into a
 covered transaction with a First Tier Participant or other Lower
 Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

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

* * * * *

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

- 1. The contractor shall not fail or refuse to hire, or shall not discharge any individual, or otherwise discriminate against an individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, national origin, sex, disability or age (forty and above); or limit, segregate, or classify his employees in any way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, national origin, sex, disability or age forty (40) and over. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor shall not print or publish or cause to be printed or published a notice or advertisement relating to employment by such an employer or membership in or any classification or referral for employment by the employment agency, indicating any preference, limitation, specification, or discrimination, based on race, color, religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, except that such a notice or advertisement may indicate a preference, limitation, or specification based on religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, when religion, national origin, sex, or age forty (40) and over, or because the person is a qualified individual with a disability, is a bona fide occupational qualification for employment.
- 3. If the contractor is in control of apprenticeship or other training or retraining, including on-the-job training programs, he shall not discriminate against an individual because of his race, color, religion, national origin, sex, disability or age forty (40) and over, in admission to, or employment in any program established to provide apprenticeship or other training.

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

Revised: January 25, 2017

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 3 Fountain Place, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: January 27, 2017

General Decision Number: KY170100 03/10/2017 KY100

Superseded General Decision Number: KY20160100

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification	Number	Publication	Date
0		01/06/2017	
1		01/13/2017	
2		02/03/2017	
3		03/10/2017	

BRIN0004-003 06/01/2016

BRECKENRIDGE COUNTY

	Rates	Fringes
BRICKLAYER	\$ 25.96	11.38

* BRKY0001-005 06/01/2016

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

Rates Fringes

BRICKLAYER	\$ 25.96	11.38
* * BRKY0002-006 06/01/2016		
BRACKEN, GALLATIN, GRANT, MASO	N & ROBERTSON	COUNTIES:
	Rates	Fringes
BRICKLAYER	·	11.38
BRKY0007-004 06/01/2016		
BOYD, CARTER, ELLIOT, FLEMING,	GREENUP, LEW	IS & ROWAN COUNTIES:
	Rates	Fringes
BRICKLAYER	\$ 32.20	18.78
* BRKY0017-004 06/01/2016		
ANDERSON, BATH, BOURBON, BOYLE HARRISON, JESSAMINE, MADISON, OWEN, SCOTT, WASHINGTON & WOOD	MERCER, MONTGO	OMERY, NICHOLAS,
	Rates	Fringes
BRICKLAYER	\$ 25.64	11.38
CARP0064-001 05/01/2015		
	Rates	Fringes
CARPENTER Diver PILEDRIVERMAN	\$ 41.63	16.06 16.06 16.06
 ELEC0212-008 06/06/2016		
BRACKEN, GALLATIN and GRANT CO	UNTIES	
	Rates	Fringes
ELECTRICIAN		17.13
ELEC0212-014 12/01/2014		
BRACKEN, GALLATIN & GRANT COUN	TIES:	
	Rates	Fringes
Sound & Communication Technician		10.08
ELEC0317-012 06/01/2016		
BOYD, CARTER, ELLIOT & ROWAN C	OUNTIES:	
	Rates	Fringes

ELECTRICIAN (Wiremen) Cable Splicer Electrician	18.13 22.98
ELEC0369-007 06/01/2016	

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

	Rates	Fringes
ELECTRICIAN		16.10
ELEC0575-002 06/02/2014		
FLEMING, GREENUP, LEWIS & MASON	COUNTIES:	
	Rates	Fringes
ELECTRICIAN		14.21
ENGI0181-018 07/01/2016		
	Rates	Fringes
POWER EQUIPMENT OPERATOR GROUP 1	\$ 31.05	14.65

14.65

14.65

14.65

OPERATING ENGINEER CLASSIFICATIONS

GROUP 2.....\$ 28.28

GROUP 3.....\$ 28.71

GROUP 4....\$ 27.97

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

similar types of Tunnel Mining Equipment

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

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

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

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

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

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

IRON0044-009 06/01/2016

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

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers Gap, Sadieville, Skinnersburg & Stonewall)

	Rates	Fringes	
IRONWORKER			
Fence Erector	\$ 23.76	19.15	
Structural	\$ 26.47	20.20	

IRON0070-006 06/01/2016

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

	Rates	Fringes
IRONWORKER	\$ 27.91	21.11

IRON0372-006 07/15/2016

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

Gap, Sadieville, Skinnersburg & Stonewall) COUNTIES

SCOTT (Northern two-thirds, including Townships of Biddle, Davis, Delaplain, Elmville, Longlick, Muddy Ford, Oxford, Rogers

	Rates	Fringes
IRONWORKER, REINFORCING	\$ 27.15	20.33
IRON0769-007 06/01/2016		

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

	Rates	Fringes
IRONWORKER		
ZONE 1	\$ 31.33	23.47
ZONE 2	\$ 31.73	23.47
ZONE 3	\$ 33.33	23.47

ZONE 1 - Up to 10 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 2 - 10 to 50 mile radius of Union Hall, Ashland, Ky., 1643 Greenup Ave.

ZONE 3 - 50 mile radius & over of Union Hall, Ashland, Ky., 1643 Greenup Ave.

LABO0189-003 07/01/2016

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

	I	Rates	Fringes
Laborers:			
GROUP	1\$	22.75	12.84
GROUP	2\$	23.00	12.84
GROUP	3\$	23.05	12.84
GROUP	4\$	23.65	12.84

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-008 07/01/2014

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

	I	Rates	Fringes
GROUP GROUP	1\$ 2\$ 3\$ 4\$	22.96 23.01	11.05 11.05 11.05 11.05
GROOT	1	23.01	11.05

LABORERS CLASSIFICATIONS

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

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

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

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

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

LABO0189-009 07/01/2014

BRECKINRIDGE & GRAYSON COUNTIES

]	Rates	Fringes
Laborers:			
GROUP	1\$	22.66	11.10
GROUP	2\$	22.91	11.10
GROUP	3\$	22.96	11.10
GROUP	4\$	23.56	11.10

LABORERS CLASSIFICATIONS

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

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

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

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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

Sandblasting & Water Blasting		9.06 9.06
PAIN0118-004 06/01/2014		
ANDERSON, BRECKINRIDGE, BULLITT, HENRY, JEFFERSON, LARUE, MARION, SPENCER, TRIMBLE & WASHINGTON COU	MEADE, NELSON,	•
	Rates	Fringes

	Rates	Fringes	
PAINTER Brush & Roller Spray, Sandblast, Power Tools, Waterblast & Steam		11.97	
Cleaning		11.97	
PAIN1072-003 12/01/2016			
BOYD, CARTER, ELLIOTT, GREENUF	, LEWIS and RC	WAN COUNTIES	

Rates Fr	ringes
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Painters:

Bridges; Locks; Dams; Tension Towers & Energized

Substations.....\$ 32.98 16.15 Power Generating Facilities.\$ 29.74 16.15

PLUM0248-003 06/01/2016

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS & ROWAN COUNTIES:

	Rates	Fringes	
Plumber and Steamfitter	\$ 30.00	24.05	
PLUM0392-007 06/01/2014			

BRACKEN, CARROLL (Eastern Half), GALLATIN, GRANT, MASON, OWEN & ROBERTSON COUNTIES:

	Rates	Fringes
Plumbers and Pipefitters	\$ 29.80	17.79
DI IMOFOO 002 00/01/2016		

PLUM0502-003 08/01/2016

BRECKINRIDGE, BULLITT, CARROLL (Western Half), FRANKLIN (Western three-fourths), GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE, MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, TRIMBLE & WASHINGTON COUNTIES

F	Rates	Fringes
PLUMBER\$	32.00	20.13

SUKY2010-160 10/08/2001

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

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date

for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

Fringe benefit amounts are applicable for all hours worked except when otherwise noted.

No laborer, workman or mechanic shall be paid at a rate less than that of a Journeyman except those classified as bona fide apprentices.

Apprentices or trainees shall be permitted to work as such subject to Administrative Regulations adopted by the Commissioner of Workplace Standards. Copies of these regulations will be furnished upon request from any interested person.

Before using apprentices on the job the contractor shall present to the Contracting Officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the Contracting Officer, written evidence of the established apprenticeship-journeyman ratios and wage rates in the project area, which will be the basis for establishing such ratios and rates for the project under the applicable contract provisions.

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

The wages indicated on this wage schedule are the least permitted to be paid for the occupations indicated. When an employee works in more than one classification, the employer must record the number of hours worked in each classification at the prescribed hourly base rate.

OVERTIME:

Overtime is to be paid after an employee works eight (8) hours a day or forty (40) hours a week, whichever gives the employee the greater wages. At least time and one-half the base rate is required for all overtime. A laborer, workman or mechanic and an employer may enter into a written agreement or a collective bargaining agreement to work more than eight (8) hours a calendar day but not more than ten (10) hours a calendar day for the straight time hourly rate. Wage violations or questions should be directed to the designated Engineer or the undersigned.

Director Division of Construction Procurement Frankfort, Kentucky 40622 502-564-3500

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

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

GOALS FOR MINORITY	GOALS FOR FEMALE
PARTICIPATION	PARTICIPATION IN
IN EACH TRADE	EACH TRADE
11.2%	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 Bullitt County.

PART IV

INSURANCE

INSURANCE

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

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

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

PART V

BID ITEMS

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PROPOSAL BID ITEMS

Report Date 4/4/17

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00001		DGA BASE	246.00	TON		\$	
0020	00190		LEVELING & WEDGING PG64-22	166.00	TON		\$	
0030	00221		CL2 ASPH BASE 0.75D PG64-22	171.00	TON		\$	
0040	00307		CL2 ASPH SURF 0.38B PG64-22	1,706.00	TON		\$	
0050	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0060	02677		ASPHALT PAVE MILLING & TEXTURING	1,680.00	TON		\$	
0070	02697		EDGELINE RUMBLE STRIPS	19,800.00	LF		\$	
0800	06510		PAVE STRIPING-TEMP PAINT-4 IN	25,000.00	LF		\$	
0090	06514		PAVE STRIPING-PERM PAINT-4 IN	24,750.00	LF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	00003		CRUSHED STONE BASE FOR SHOULDERING	3,900.00	TON		\$	
0110	00071		CRUSHED AGGREGATE SIZE NO 57	160.00	TON		\$	
0120	00100		ASPHALT SEAL AGGREGATE FOR SHOULDERING	136.00	TON		\$	
0130	00103		ASPHALT SEAL COAT FOR SHOULDERING	18.00	TON		\$	
0140	02014		BARRICADE-TYPE III	4.00	EACH		\$	
0150	02200		ROADWAY EXCAVATION	1,035.00	CUYD		\$	
0160	02203		STRUCTURE EXCAV-UNCLASSIFIED	1,050.00	CUYD		\$	
0170	02223		GRANULAR EMBANKMENT	700.00	CUYD		\$	
0180	02230		EMBANKMENT IN PLACE	1,830.00	CUYD		\$	
0190	02403		REMOVE CONCRETE MASONRY	3.00	CUYD		\$	
0200	02460		REMOVE TREES OR STUMPS	207.00	EACH		\$	
0210	02483		CHANNEL LINING CLASS II	610.00	TON		\$	
0220	02484		CHANNEL LINING CLASS III	240.00	TON		\$	
0230	02562		TEMPORARY SIGNS	550.00	SQFT		\$	
0240	02596		FABRIC-GEOTEXTILE TYPE I	175.00	SQYD		\$	
0250	02599		FABRIC-GEOTEXTILE TYPE IV	8,305.00	SQYD		\$	
0260	02650		MAINTAIN & CONTROL TRAFFIC KY 480	1.00	LS		\$	
0270	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0280	02701		TEMP SILT FENCE	2,000.00	LF		\$	
0290	02703		SILT TRAP TYPE A	5.00	EACH		\$	
0300	02704		SILT TRAP TYPE B	5.00	EACH		\$	
0310	02726		STAKING KY 480	1.00	LS		\$	
0320	03171		CONCRETE BARRIER WALL TYPE 9T	150.00	LF		\$	
0330	03250		ONE STEP MEMBRANE	106.00	SQYD		\$	
0340	04933		TEMP SIGNAL 2 PHASE 1	1.00	EACH		\$	
0350	05950		EROSION CONTROL BLANKET	1,000.00	SQYD		\$	
0360	05953		TEMP SEEDING AND PROTECTION MODIFIED MIX	15,000.00	SQYD		\$	
0370	05963		INITIAL FERTILIZER	.60	TON		\$	

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PROPOSAL BID ITEMS

Report Date 4/4/17

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LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	05964	20-10-10 FERTILIZER	.15	TON		\$	
0390	05985	SEEDING AND PROTECTION MODIFIED MIX	20,000.00	SQYD		\$	
0400	05990	SODDING	150.00	SQYD		\$	
0410	05992	AGRICULTURAL LIMESTONE	12.00	TON		\$	
0420	06403	FLEXIBLE DELINEATOR POST-B/W	27.00	EACH		\$	
0430	08001	STRUCTURE EXCAVATION-COMMON	49.00	CUYD		\$	
0440	08002	STRUCTURE EXCAV-SOLID ROCK	4.00	CUYD		\$	
0450	08100	CONCRETE-CLASS A	24.00	CUYD		\$	
0460	08150	STEEL REINFORCEMENT	3,977.00	LB		\$	
0470	08301	REMOVE SUPERSTRUCTURE LICKSKILLET BOX BEAMS	1.00	LS		\$	
0480	08652	PRECAST PC BOX BEAM B17-48	240.00	LF		\$	
0490	08903	CRASH CUSHION TY VI CLASS BT TL3	2.00	EACH		\$	
0500	14030	W METER RELOCATE	1.00	EACH		\$	
0510	14049	W PIPE DCTL IRON RSTRND JOINT 10 IN	80.00	LF		\$	
0520	14096	W TIE-IN 10 INCH	2.00	EACH		\$	
0530	14107	W VALVE 10 INCH	1.00	EACH		\$	
0540	21496ED	RETAINING WALL- MODULAR CONCRETE	2,210.00	SQFT		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0550	00441		ENTRANCE PIPE-18 IN	150.00	LF		\$	
0560	00461		CULVERT PIPE-15 IN	20.00	LF		\$	
0570	00462		CULVERT PIPE-18 IN	267.00	LF		\$	
0580	00464		CULVERT PIPE-24 IN	35.00	LF		\$	
0590	00466		CULVERT PIPE-30 IN	23.00	LF		\$	
0600	00503		CULVERT PIPE-72 IN EQUIV	50.00	LF		\$	
0610	01371		METAL END SECTION TY 1-18 IN	10.00	EACH		\$	
0620	01440		SLOPED BOX INLET-OUTLET TYPE 1	2.00	EACH		\$	
0630	01493		DROP BOX INLET TYPE 2	1.00	EACH		\$	
0640	24575ES610		HEADWALL SLOPED & MITERED CONCRETE-FOR 18 INCH PIPE	13.00	EACH		\$	
0650	24575ES610		HEADWALL SLOPED & MITERED CONCRETE-FOR 24 INCH PIPE	5.00	EACH		\$	
0660	24575ES610		HEADWALL SLOPED & MITERED CONCRETE-FOR 30 INCH PIPE	2.00	EACH		\$	
0670	24575ES610		HEADWALL SLOPED & MITERED CONCRETE-FOR 72 INCH EQUIV PIPE	1.00	EACH		\$	

Section: 0004 - SIGNING

LINE	BID CODE	LT DESCRIPTION		QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0680	06406	SBM ALUM SHEE	T SIGNS .080 IN	165	00 SQF1		\$	
0690	06407	SBM ALUM SHEE	T SIGNS .125 IN	16	00 SQF1	•	\$	

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PROPOSAL BID ITEMS

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Report Date 4/4/17

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0700	06410		STEEL POST TYPE 1	350.00	LF		\$	
0710	21373ND		REMOVE SIGN	10.00	EACH		\$	
0720	24631EC		BARCODE SIGN INVENTORY	38.00	EACH		\$	

Section: 0005 - GUARDRAIL

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0730	01987		DELINEATOR FOR GUARDRAIL BI DIRECTIONAL WHITE	63.00	EACH		\$	
0740	02351		GUARDRAIL-STEEL W BEAM-S FACE	4,525.00	LF		\$	
0750	02355		GUARDRAIL-STEEL W BEAM-S FACE A	200.00	LF		\$	
0760	02360		GUARDRAIL TERMINAL SECTION NO 1	8.00	EACH		\$	
0770	02363		GUARDRAIL CONNECTOR TO BRIDGE END TY A	4.00	EACH		\$	
0780	02367		GUARDRAIL END TREATMENT TYPE 1	20.00	EACH		\$	
0790	02381		REMOVE GUARDRAIL	5,000.00	LF		\$	
0800	08801		GUARDRAIL-STEEL W BEAM-S FACE BR	58.00	LF		\$	
0810	20629NS719		THRIE BEAM TO W BEAM CONNECTOR	4.00	EACH		\$	
0820	21380ES719		GUARDRAIL THRIE BEAM	26.00	LF		\$	

Section: 0006 - DEMOBILIZATION

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC F	P AMOUNT
0830	02569	DEMOBILIZATION	1.00	LS	4	i

SPECIAL NOTES FOR TREE, STUMP, AND BRUSH REMOVAL

I. DESCRIPTION

All work shall be performed in accordance with the Department's current Standard Specifications for Road and Bridge Construction and applicable Special Provisions except as hereafter specified. Article references are to the Standard Specifications. This work shall consist of furnishing all equipment, labor, materials, and incidentals for the following:

(1) Site Preparation; (2) Maintaining and controlling traffic; (3) Temporary erosion control and temporary pollution control; (4) Cutting, trimming, and/or removing trees, stumps, and/or brush as specified or directed by the Project Engineer; (5) Treating all cut stumps required by Project Engineer to prevent re-sprouting; (5) Clean up and disposal of waste; (6) Final dressing and seeding and protection; and (7) 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 the Traffic Control Plan.
- **B. Seeding and Protection.** Use applicable Seed Mixture as specified per Section 212.03.03.

III. CONSTRUCTION METHODS

- **A. Maintain and Control Traffic.** See the Traffic Control Plan.
- **B.** Cutting, Trimming, and/or Removing Trees, Stumps, and/or Brush. The Contractor shall cut trees and/or bushes as close to the ground as possible; three inches (3") or less from ground line. The tree trimming listed in the Tree Trimming Summary shall be cleared as shown on the Tree Trimming Detail, or as directed by the Engineer. Grinding of all tree stumps within the mowing zone shall be required as directed by the Engineer. All stumps that are designated to be treated by mechanical grinding shall be removed to a minimum depth of four (4) inches below the surrounding grade line. Treat, within one hour of cutting, all stumps with the specified herbicide solution. Replace and level any and all soil disturbed during these operations. Leave the soil in a condition suitable for seeding that is level with surrounding soil grade, with no holes or indentions to catch water or present unsafe mowing conditions. This work will be incidental to the bid items "Remove Trees or Stumps" and "Trim and Remove Trees and Brush."

NOTE: Tree cutting restrictions apply. Trees that are five (5) inches or greater (diameter

Tree, Stump, & Brush Removal Page 2 of 5

at breast height) shall NOT be cut or trimmed between June 1st and July 31st. See the Special Note for Completion Dates & Liquidated Damages concerning damages if trees and/or bushes are cut outside of the specified time frame.

C. Removal of Tree, Stump, and Brush Debris. The Contactor will need to obtain consent and release for work on trees and bushes overhanging the designated work area from adjacent private property, when necessary. The Contractor will remove all debris and biomass from the trimming and/or removal of trees, stumps, and/or brush from the work site and dispose of such off the right-of-way in accordance with local, state, and federal solid waste laws and regulations. Cleanup and remove all existing down trees and brush located within the designated areas. At the discretion of the Project Engineer, the contractor may be permitted to chip and blow biomass onto non-mowing zones. Chips shall not be blown onto areas that would potentially restrict the flow of water in drainage ditches. All un-chipped biomass must be removed from roadway rights-of-ways.

The Contractor shall keep the work zone free of accumulated waste material and debris at all times. Remove and dispose of all tree, stump, and brush chips off the rights-of-ways. Remove and dispose of all debris and waste material off the rights-of-ways as work is completed and at the end of each workday. Remove desirable wood pieces from the rights-of-ways at the end of each workday. Stockpile trees and brush off the rights-of-ways. At the discretion of the Project Engineer, the Contractor may be permitted to stockpile trees and brush at approved locations along the rights-of-ways.

The Contractor shall immediately correct any disturbance to all drainage features and structures caused by the Contractor's work.

D. Stump Treatment. Within one hour of cutting, the Contractor shall apply a stump treatment mix consisting of fifty percent (50%) Glyphosate (EPA Reg. No. 524-579) with water and add twelve (12) ounces of Imazapyr (EPA Reg. No. 241-431), as specified, per gallon of solution. The addition of a non-ionic surfactant 5% (v/v) shall be added to the solution to increase uptake of the herbicide solution into the root system. Generic formulations are not acceptable. Mix the herbicide solution in the presence of the Inspector. Include a color indicator in the herbicide solution to mark the treated stumps. Spray or paint the herbicide solution onto all cut stumps within one hour after cutting. Apply the herbicide solution in a manner to avoid drift onto surrounding vegetative ground cover. Stumps in the mowing zone, designated for mechanical grinding treatment, need not receive the herbicide treatment.

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

1. Glyphosate

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Inert ingredients	51.3%
Total	100.0%

^{*} Contains 660 grams per liter or 5.5 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its potassium salt. Equivalent to 540 grams per liter or 4.5 pounds per U.S. gallon of the acid, glyphosate. EPA Reg. No. 524-579

2. Imazapyr

Active ingredient: (Imazapyr)

*Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-(1methy	lethyl)-
5oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid)	26.7%
Inert ingredients	73.3%
Total	100%

^{*} Equivalent to 21.8 percent 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazolyl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon. EPA Reg. No. 241-431

KRS 217B requires that any individual who applies pesticides to Kentucky Highway Right-of-Way areas must be certified as a Pesticide Applicator under Category 6 guidelines. Comply with all current laws and regulations established by the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and by KRS 217B that regulate the handling, use, and application of pesticides.

- **E. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his work.
- **F. Coordination with Utility Companies.** NOTICE: Utility locations are not shown in the proposal for this project and have not been located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility 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 Utility Owner while they relocate their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his operations.
- **G. Right-of-Way Limits.** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his activities to obvious Right-of-Way, permanent or temporary easements, and any work areas secured by consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments

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onto private lands.

- **H. Disposal of Waste.** Dispose of all removed debris by the end of work day, 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.
- **I. Final Dressing, Seeding and Protection, and Clean Up.** Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the appropriate Seed Mixture as specified in Section 212.03.03. The Department will NOT make direct payment for final dressing, seeding and protection, and clean up.

IV. METHOD OF MEASUREMENT

- **A. Maintain and Control Traffic.** Maintain and Control Traffic will be measured as Lump Sum.
- **B.** Site preparation. Site preparation will not be measured for payment but shall be incidental to the bid items "Remove Trees or Stumps" and "Trim & Remove Trees & Brush".
- **C. Remove Trees or Stumps.** The Department will measure the quantity as each tree or stump removed. Trees or stumps to be removed under this bid item will be determined by the Engineer.
- **D.** Trim & Remove Trees & Brush. The Department will measure the quantity as per linear foot per side of highway. See the Tree Trimming Detail for the horizontal and vertical trimming dimensions. The horizontal width is taken from the edge of the pavement measured perpendicular to the roadway but not to extend beyond the Right-of-Way or as directed by the Engineer.
- **E.** Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, Waste Disposal. The Department will <u>NOT</u> measure for payment the operations shown here. These include Seeding and Protection, Temporary Erosion Control, Temporary Pollution Control, and Waste Disposal. These activities shall be incidental to the bid items "Remove Trees or Stumps" and "Trim & Remove Trees & Brush".

V. BASIS OF PAYMENT

- **A. Maintain and Control Traffic.** The Department will pay the quantity as Lump Sum.
- **B. Remove Trees or Stumps.** The Department will make payment for the completed and accepted quantities of each tree or stump removed. (NOTE: Any trees and/or bushes that

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are cut or trimmed between June 1st and July 31st will NOT receive payment at the contract unit price.) The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete this work to remove the trees and/or stumps.

C. Trim & Remove Trees & Brush. The Department will make payment for the completed and accepted quantities per linear foot. (NOTE: Any trees and/or bushes that are cut or trimmed between June 1st and July 31st will NOT receive payment at the contract unit price.) The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete this work to trim and remove trees and/or brush.