

CALL NO. 110
CONTRACT ID. 254106
PULASKI COUNTY
FED/STATE PROJECT NUMBER HSIP 9010(716)
DESCRIPTION SOUTHWESTERN BYPASS (KY 914)
WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN
PRIMARY COMPLETION DATE 11/30/2025

LETTING DATE: August 21,2025

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME August 21,2025. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

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ADMINISTRATIVE DISTRICT - 08

CONTRACT ID - 254106 HSIP 9010(716) COUNTY - PULASKI PCN - 0810009142501

HSIP 9010(716)
SOUTHWESTERN BYPASS (KY 914) (MP 4.90) CONSTRU

SOUTHWESTERN BYPASS (KY 914) (MP 4.90) CONSTRUCT RCUT AT THE INTERSECTION OF KY 914 AND KY 1642 (MP 6.0), A DISTANCE OF 01.10 MILES.ASPHALT SURFACE WITH GRADE & DRAIN SYP NO. 08-00958.00. GEOGRAPHIC COORDINATES LATITUDE 37:01:55.41 LONGITUDE 84:38:21.21 ADT 11,863

COMPLETION DATE(S):

COMPLETED BY 11/30/2025

APPLIES TO ENTIRE PROJECT

CONTRACT NOTES

INSURANCE

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

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

foreign entity is not required to obtain a certificate as provided in <u>KRS 14A.9-010</u>, the foreign entity should identify the applicable exception. Foreign entity is defined within <u>KRS 14A.1-070</u>.

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

Businesses can register with the Secretary of State at 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 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/construction-procurement). 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 state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to <u>KRS 45A.607</u>, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

LOBBYING PROHIBITIONS

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in <u>KRS 11A.236</u> during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to <u>KRS 45A.328</u>, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Revised: 1/1/2025

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

05/05/2025

1.0 BUY AMERICA REQUIREMENT.

Follow the "Buy America" provisions as required by 23 U.S.C. § 313 and 23 C.F.R. § 635.410. Except as expressly provided herein all manufacturing processes of steel or iron materials including but not limited to structural steel, guardrail materials, corrugated steel, culvert pipe, structural plate, prestressing strands, and steel reinforcing bars shall occur in the United States of America, including the application of:

- · Coating,
- Galvanizing,
- Painting, and
- Other coating that protects or enhances the value of steel or iron products.

The following are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Pig iron,
- Processed, pelletized, and reduced iron ore material, or
- Processed alloys.

The Contractor shall submit a certification stating that all manufacturing processes involved with the production of steel or iron materials occurred in the United States.

Produce, mill, fabricate, and manufacture in the United States of America all aluminum components of bridges, tunnels, and large sign support systems, for which either shop fabrication, shop inspection, or certified mill test reports are required as the basis of acceptance by the Department.

Use foreign materials only under the following conditions:

- 1) When the materials are not permanently incorporated into the project; or
- 2) When the delivered cost of such materials used does not exceed 0.1 percent of the total Contract amount or \$2,500.00, whichever is greater.

The Contractor shall submit to the Engineer the origin and value of any foreign material used.

2.0 - BUILD AMERICA, BUY AMERICA (BABA)

Contractor shall comply with the Federal Highway Administration (FHWA) Buy America Requirement in 23 C.F.R. § 635.410 and all relevant provisions of the Build America, Buy America Act (BABA), contained within the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52 enacted November 15, 2021. The BABA requires iron, steel, manufactured products, and construction materials used in infrastructure projects funded by federal financial assistance to be produced in the United States. Comply with 2 C.F.R § 184.

BABA permits FHWA participation in the Contract only if domestic steel and iron will be used on the Project. To be considered domestic, all steel and iron used, and all products manufactured from steel and iron must be produced in the United States and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the total contract amount under the Contract or \$2,500.00 whichever is greater.

BABA permits FHWA participation in the Contract only if all "construction materials" as defined in the Act are made in the United States. The Buy America preference applies to the following construction materials incorporated into infrastructure projects: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); Fiber optic cable; optical fiber; lumber; engineered wood; and drywall. Contractor will be

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

05/05/2025

required to use construction materials produced in the United States on this Project. The Contractor shall submit a certification stating that all construction materials are certified to be BABA compliant.

3.0 FINAL RULE – FHWA'S BUY AMERICA REGULATION TO TERMINATE GENERAL APPLICABILITY WAIVER FOR MANUFACTURED PRODUCTS

- March 17, 2025 (effective date): For all Federal-aid projects obligated on or after March 15, 2025, all iron or steel products, as defined in § 635.410(c)(1)(iii), must comply with FHWA's Buy America requirements for steel and iron in § 635.410(b). In addition, for all Federal-aid projects obligated on or after March 15, 2025, per § 635.410(c)(2), articles, materials, and supplies should be classified as an iron or steel product, a manufactured product, or another product as specified by law or in 2 CFR part 184 (such other products specified by law or in 2 CFR part 184 include "excluded materials" and "construction materials"); an article, material, or supply must not be considered to fall into multiple categories.
- October 1, 2025: The final assembly requirement will become effective for Federal-aid projects obligated on or after October 1, 2025. This means that, for manufactured product to be Buy America compliant, for Federal-aid projects obligated on or after October 1, 2025, final assembly of the manufactured product must occur in the United States.
- October 1, 2026: The 55 percent requirement will become effective for Federal-aid projects obligated on or after October 1, 2026. This means that, for manufactured product to be Buy America-compliant, for Federal-aid projects obligated on or after October 1, 2026, all manufactured products permanently incorporated into the project must both be manufactured in the United States (satisfy the final assembly requirement) and have the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States be greater than 55 percent of the total cost of all components of the manufactured product (satisfy the 55 percent requirement).

4.0 - ADDITIONAL REQUIREMENTS

The Contractor has completed and submitted, or shall complete and submit, to the Cabinet a Buy America/Build America, Buy America Certificate prior to the Cabinet issuing the notice to proceed, in the format below. After submittal, the Contractor is bound by its original certification.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. The Contractor has the burden of proof to establish that it's in compliance.

At the Contractor's request, the Cabinet may, but is not obligated to, seek a waiver of Buy America requirements if grounds for the waiver exist under 23 C.F.R. § 635.410(c) or will comply with the applicable Buy America requirements if a waiver of those requirements is not available or not pursued by the Cabinet.

Please refer to the Federal Highway Administration's Buy America webpage for more information.

<u>Buy America - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration (dot.gov)</u>

Effective - June 26, 2025, Letting

SPECIAL NOTE – BUY AMERICA REQUIREMENTS AND BUILD AMERICA, BUY AMERICA (BABA) ACT

05/05/2025

BUY AMERICA / BUILD AMERICA, BUY AMERICA (ACT) MATERIALS CERTIFICATE OF COMPLIANCE

The Contractor hereby certifies that it will comply with all relevant provisions of the Build America, Buy America Act, contained within the Infrastructure Investment and Jobs Act, Pub. L. NO. 117-58, §§ 70901-52, the requirements of 23 U.S.C. § 313, 23 C.F.R. § 635.410 and 2 C.F.R § 184.

Date Submitted:	
Contractor:	
Signature:	
Printed Name:	
Title:	

NOTE: THIS CERTIFICATION IS IN ADDITION TO ANY AND ALL REQUIREMENTS OUTLINED IN THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND/OR SPECIAL NOTES CONTAINED IN THE PROJECT PROPOSAL.

FEDERAL CONTRACT NOTES

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

102.02 Current Rating 102.08 Preparation and Delivery of Proposals

102.13 Irregular Bid Proposals 102.14 Disqualification of Bidders

102.09 Proposal Guaranty

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

- c) The dollar value of joint ventures. DBE credit for joint ventures will be limited to the dollar amount of the work actually performed by the DBE in the joint venture;
- 4. Written and signed documentation of the bidder's commitment to use a DBE contractor whose participation is being utilized to meet the DBE goal; and
- 5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.

AFTER PROJECT AWARD AND BEFORE NOTICE TO PROCEED/WORK ORDER IS ISSUED (SEE SECTION 103.06, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

Prime Contractors awarded a federally funded project with a DBE Goal greater than zero will be required to submit a fully executed DBE Subcontract, along with the attached FHWA 1273 and Certificate of Liability Insurance for each DBE Firm submitted as part of the previously approved DBE Utilization Plan (TC 14-35). A signed quote or purchase order shall be attached when the DBE subcontractor is a material supplier or broker.

The Certificate of Liability Insurance submitted must meet the requirements outlined in Section 107.18 of the Standard Specifications for Road and Bridge Construction.

Changes to <u>APPROVED</u> DBE Participation Plans must be approved by the Office for Civil Rights & Small Business Development. The Cabinet may consider extenuating circumstances including, but not limited to, changes in the nature or scope of the project, the inability or unwillingness of a DBE to perform the work in accordance with the bid, and/or other circumstances beyond the control of the prime contractor.

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

Office for Civil Rights and Small Business Development 6th Floor West 200 Mero Street Frankfort, KY 40622

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Tony Youssefi. Mr. Youssefi's current contact information is email address – tyousseffi@ky.gov and the telephone number is (502) 564-3601.

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

Revised: 2/29/2024

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

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

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NATIONAL HIGHWAY

Be advised this project is on the NATIONAL HIGHWAY SYSTEM.

FUEL AND ASPHALT PAY ADJUSTMENT

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

OPTION A

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

Special Notes Applicable to Project General Notes & Description of Work

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

CAUTION – PROPOSAL INFORMATION IS APPROXIMATE – PERFORM AN ON-SITE INSPECTION

Potential bidders are cautioned that the information within this proposal is approximate only and is not to be taken as an exact evaluation of the bid quantities, nor the materials and conditions that may be encountered during construction. As such, before submitting a bid, potential bidders shall make a thorough inspection of the site to examine the conditions to be encountered per Section 102.07. Furthermore, during the execution of the work, the Engineer reserves the right to make changes to the bid item quantities and/or alterations in the work when necessary to complete the project satisfactorily per Section 104.02.

<u>NOTE</u>: The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.

STATIONING

The contractor is advised that the planned locations of work were established from a beginning station number, which is STA 0+54.30 and corresponds to Milepoint 5.1 along KY 914. NOTE: The existing mile marker signs may not correspond to the proposed work locations.

LIDAR

All survey information was obtained from available KYTC Aerial LIDAR data and should be field verified as appropriate during construction and prior to incorporating the various project work items. Refer to the Special Note for Staking concerning staking operations required to control and construct the work.

RIGHT OF WAY LIMITS

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

CONTROL

Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and 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 to assure the completion of the Department's work in general harmony and in a satisfactory manner, and his/her decision shall be final and binding upon the Contractor.

General Notes & Description of Work Page 2 of 2

DESCRIPTION OF WORK SUMMARY

The following is a summarized description of the primary work operations pertaining to the proposed work. Many of the descriptions below reference where additional information can be found for each work operation.

Construction of RCUT (Restricted Crossing U-Turn) Intersection. The intent of this project is to construct an RCUT intersections at the intersection of Pulaski County KY 914 and KY 1642.

This will be accomplished by constructing a Standard Barrier Median in the middle of the intersections with KY 1642, turn lanes, U-Turn crossovers (a short distance upstream and downstream from the main intersection), and loons across from the U-Turn crossovers

Loons Loons are to be constructed along KY 914. Details within the Proposal show the design and layout for the Loons.

Drainage. There are locations throughout the project where culvert pipes and storm sewer pipes are being replaced and/or extended. Locations are noted on the Plan Sheets, Pipe Drainage Summary and the Pipe Sections. Other items that may be associated with the pipe replacements and/or extensions include: Sloped Box Inlets/Outlets and Drop Box Inlets, Ditching, etc. Refer to the Special Note for Pipe Replacements / Extensions for more information on this item of work.

Striping and Pavement Marking. Install the proposed Striping and Pavement Markings, as detailed on the Plan Sheets. The Contractor shall coordinate with the District Traffic Engineer to ensure that the District Traffic Engineer approves of the final layout.

Signing. Install the proposed signing, as detailed on the Signing Plans. The Contractor shall coordinate with the District Traffic Engineer to ensure that the District Traffic Engineer approves of the final sign locations.

Temporary Striping. A quantity of Pave Striping – Temp Paint – 6 in has been included in the contract for potential use in the area of the project and any other areas as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the project requiring temporary pavement striping. The Engineer will make the final determination as to the quantities and placement of temporary pavement striping.

Special Note for Staking

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

- 1. Contrary to Section 201.03.01, perform items 1 & 2 usually performed by the Engineer.
- 2. Using the proposed pavement superelevation rates, runout lengths, and runoff lengths, determine the necessary elevation changes along the edges of pavement for each proposed curve and the transitions leading into and out of each curve to achieve the proposed superelevation improvements. The intent is to provide a consistent superelevation throughout each proposed curve and smooth transitions into and out of each curve. Once the elevation changes along the edges of pavement for each proposed curve are determined and prior to starting paving operations, verify the proposed roadside re-grading corresponding to each curve can be constructed so that the new roadside will be flush with the new edges of pavement and the new toe of slope, or top of cut, will remain within the Right-of-Way, or within the general area noted on any applicable Consent & Releases, and/or not impact a sensitive obstruction. If necessary, and with the approval of the Engineer, reduce the proposed superelevation rate of a curve if the new elevations of the edges of pavement will cause the proposed roadside grading to extend beyond the Right-of-Way, or extend outside of the general area described on any applicable Consent & Releases, and/or impact a sensitive obstruction. Alternatively, with the approval of the Engineer and to the extent allowable by the "Roadside Regrading and Embankment Benching Details" and/or the Special Note for Roadside Regrading, the Contractor may be allowed to adjust the proposed dimensions of the roadside grading so the new toe of slope or top of cut will remain within the Right-of-Way, or within the general area noted on any applicable Consent & Releases, and/or not impact a sensitive obstruction. After the final proposed elevation changes along the edges of pavement for each curve are determined and before paving operations begin, submit to the Engineer and obtain approval for the number of asphalt lifts, each asphalt lift's thickness, and the mix design of each lift of Leveling & Wedging the contractor plans to use to achieve the proposed superelevation improvement. Ensure positive drainage upon completion of the work.
- 3. Verify the dimensions, type, and quantities of the culvert pipes, entrance pipes, and/or box culverts as listed and detailed in the proposal, and determine flow line elevations and slopes necessary to provide positive drainage. Revise as necessary to accommodate the existing site conditions; to provide proper alignment of the drainage structures with existing and/or proposed ditches, stream channels, swales, and the roadway lines and grades; and to ensure positive drainage upon completion of the work.
- 4. Using stakes, paint marks on the pavement, mag nails, and/or any other means approved by the Engineer, the Contractor shall mark and/or stake the proposed sign locations in the field. NOTE: The proposed signs are listed in the proposal by approximate location and are NOT to be taken as the exact location for the signs. During staking operations the Contractor shall review the signing layout and existing field conditions and look for potential conflicts, including but not limited to utilities, driveways, visual obstructions, etc. When conflicts are found, adjust the staked location of signs to mitigate conflicts. Because the sign locations in the proposal are approximate and the location of some signs may need to be adjusted due to conflicts, during staking operations the Contractor shall refer to and utilize the information in the Manual on Uniform on Traffic Control Devices (MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked

Staking Page 2 of 2

locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks of notice when a route will be ready for a review of the staked locations. NOTE: The District Traffic Engineer may determine that the proposed signing, including sign types and messages, needs to be adjusted and/or modified from what is shown in the proposal. Therefore, the Contractor shall not order any sign material for a route until the route has been staked and final sign location approval has been given by the District Traffic Engineer.

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

Special Note For: Erosion Prevention and Sediment Control

KYTC shall be responsible for filing the Kentucky Pollution Discharge Elimination System (KPDES) KYR10 permit Notice of Intent (NOI) with the Kentucky Division of Water (DOW) and any KPDES local Municipal Separate Storm Sewer System (MS4) program that has jurisdiction. The NOI shall name KYTC as the Facility Operator and include the KYTC Contract ID Number (CID) for reference. The Contractor shall be named as the 'Building Contractor'.

The Contractor shall perform all temporary erosion/sediment control functions including: providing a Best Management Practice (BMP) Plan, conducting required inspections, modifying the BMP plan documents as construction progresses and documenting the installation and maintenance of BMPs in conformance with the KPDES KYR10 permit effective on February 6, 2017 or a permit re-issued to replace that KYR10 permit. This work shall be conducted in conformance with the requirements of Section 213 of KYTC 2012 Department of Highways, Standard Specifications for Road and Bridge Construction.

Contrary to Section 213.03.03, paragraph 2, the Engineer shall conduct inspections as needed to verify compliance with Section 213 of KYTC 2012 Department of Highways, Standard Specifications for Road and Bridge Construction. The Engineer's inspections shall be performed a minimum of once per month and within seven days after a storm of ½ inch or greater. Copies of the Engineer's inspections shall not be provided to the contractor unless improvements to the BMP's are required. The contractor shall initiate corrective action within 24 hours of any reported deficiency and complete the work within 5 days. The Engineer shall use Form TC 63-61 A for this report. Inspections performed by the Engineer do not relieve the Contractor of any responsibility for compliance with the KPDES permit.

Contrary to Section 213.05, bid items for temporary BMPs will not be listed and will be replaced with one lump sum item for the services. Payment will be pro-rated based on the Project Schedule as submitted by the Contractor and as agreed to by the Engineer.

The contractor shall be responsible for applying "good engineering practices" as required by the KPDES permit. The contractor may use any temporary BMPs with the approval of the KYTC Engineer.

The contractor shall provide the Engineer copies of all documents required by the KPDES permit at the time they are prepared.

The contractor shall be responsible for the examination of the soils to be encountered and make his own independent determination of the temporary BMPs that will be required to accomplish effective erosion prevention and sediment control.

KYTC shall be responsible for filing the KPDES permit Notice of Termination (NOT) with the Kentucky DOW and any local MS4 program that has jurisdiction. The NOT shall be filed after the Engineer agrees that the project is stabilized or the project has been formally accepted.

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

III. CONSTRUCTION METHODS

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

Pipe Replacements/Extensions Page 2 of 4

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

- E. Constructing Pipe, Headwalls, and Drainage Boxes. Construct culvert and/or entrance pipes, pipe extensions, headwalls, drainage boxes, and other drainage structures at the locations shown in the proposal or as designated by the Engineer. The Contractor will establish, with the approval of the Engineer, the final centerlines, flow lines, and skews to obtain the best fit with the existing and/or proposed ditches and other proposed improvements. (See the Special Note for Staking.) Construct pipe bedding according to Section 701 and the applicable Standard or Sepia Drawings, current editions. Use approved connecting bands or concrete anchors as required. Prior to backfilling pipe, obtain the Engineer's approval of the pipe installation. Provide positive drainage upon completion of pipe installation.
- **F. Pipe Backfill.** Backfill entrance pipes according to Section 701.03.06. Contrary to Section 701.03.06, regardless of cover height, backfill culvert pipes with flowable fill as shown on the Culvert Pipe Replacement Detail from the outside edge of shoulder or back of curb to outside edge of shoulder or back of curb. Steel plates will likely be required to maintain traffic while the flowable fill cures. Once the flowable fill has sufficiently cured, place the Asphalt Base in lifts with thicknesses of 3-4 inches, up to the surface of the existing pavement. Seal with Leveling & Wedging. Allow the asphalt base and leveling & wedging to be exposed to traffic for a minimum of 14 days to allow for settlement. During the waiting period, level & wedge any settlement as directed by the Engineer. After the waiting period has been met for the last pipe replacement constructed, the final milling and/or surfacing operations can begin, unless directed otherwise by the Engineer. For culvert pipe beyond the outside edge of shoulder or back of curb, backfill according to Section 701.03.06.
- **G. Embankments.** Backfill pipe and culvert extensions, and construct shoulder embankments as directed by the Engineer. The Contractor shall bench into the existing slope and apply proper compaction according to Section 206. For more information and details on benching, refer to Note 2 on the detail sheet titled: ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS, found elsewhere in the Proposal. Provide positive drainage of ditches, shoulders, and slopes at all times during and upon completion of construction.
- **H. Property Damage.** Be responsible for all damage to public and/or private property resulting from the work. Repair or replace damaged roadway features in like kind materials and design, as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- I. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or

Pipe Replacements/Extensions
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underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs as a result of pipe replacement and pipe extension operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.

- J. Right-of-Way Limits. The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the Contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.
- K. Clean Up, Disposal of Waste. Clean up the project area as work progresses. Dispose of all removed concrete, pipe, pavement, debris, excess and unsuitable excavation, and all other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- L. Final Dressing, Seeding and Protection. Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.
- M. Erosion Control. See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

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

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

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

V. BASIS OF PAYMENT

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

Special Note for Signage

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

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

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

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

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

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

Special Note for Signing

I. DESCRIPTION

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

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

II. MATERIALS

All materials shall be sampled and tested in accordance with the Department's Sampling Manual and the materials shall be available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing unless otherwise specified in these Notes.

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Erosion Control. See Special Note for Erosion Control.

III. CONSTRUCTION METHODS

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

Fabricate sheet signs from .080 or .125 gauge aluminum alloy 5052-H38 or 6061-T6, in accordance with ASTM B-209, and to the size and shape specified. Prepare the side of the aluminum sheet to receive the retroreflective background material according to the recommendations of the sheeting and retroreflective material manufacturer(s). Sheeting used as background material for sign faces is to be the color specified and visually in accordance with the standard requirements of ASTM D-4956 and meet the requirements of Section 830 of the Standard Specifications. Contrary to Section 830.02.06, only the types and colors of sheeting as specified in the proposal will be accepted. All

Signing Page 2 of 8

retroreflective material shall be fabricated and assembled in accordance with the specifications and/or recommendations of the manufacturer(s).

All hardware for the erection of sheeting signs shall be rust resistant: stainless steel, zinc coated, aluminum, or an Engineer approved material. All beams and sign posts shall be of sufficient lengths so that a single, continuous length of sign post extends from the top of the sign to the required embedment in the anchor. Splicing of the sign post shall NOT be allowed. For installations in soil, Type I steel posts shall be mounted on either a standard anchor, with soil stabilizer plate, or on a Type D breakaway sign support. Refer to Sheeting Sign Detail Sheet 1 of 2 for installation details for a standard anchor with soil stabilizer plate. When installing a standard anchor with soil stabilizer plate, if solid rock is encountered, the Contractor shall drill a hole to the required depth into the rock, install the anchor into the hole, and backfill the anchor post with concrete, or other method approved by the Engineer. The cost shall be incidental to Type I steel post, and a soil stabilizer plate will not be required. Refer to Standard Drawing RGX-065, current edition, for installation details of Type D breakaway sign supports. Approved manufacturers for Type D breakaway sign supports have been placed on the list of approved materials. For installations on existing concrete, such as a sidewalk, concrete median, etc., or installations on existing asphalt, such as flush medians, Type I steel posts shall be mounted on a Type D Surface Mount. For Type D Surface Mounts use only Kleen Break Model 425 by Xcessories Squared of Auburn, IL. If the Surface Mount is to be installed on sufficiently cured concrete, use part number XKBSM42520-G. If the Surface Mount is to be installed on asphalt surface, use part numbers XKB42520-G and AXT225-36-G. Prior to installation, the Contractor shall submit to the Engineer shop drawings of the Type D Surface Mount(s). Install the Type D Surface Mount(s) according to all the applicable requirements of the manufacturer (see shop drawings). All steel post shall meet the requirements of Section 832. All hardware including, but not limited to, sign post anchors, soil stabilizer plates, nuts, bolts, washers, fasteners, fittings, and bracing, or any other incidentals necessary to erect the signs shall be furnished by the Contractor and will be incidental to the work.

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

When listed on the plans and/or summaries, fabricate Reflective Sign Post Panels from .080 gauge aluminum alloy 5052-H38 or 6061-T6, in accordance with ASTM B-209 and to the size(s) specified. Prepare the side of the aluminum sheet to receive the retroreflective background material according to the recommendations of the sheeting and retroreflective material manufacturer(s). Sheeting for the Reflective Sign Post Panels shall be the same Type and color as the sign installed on the post. Examples include:

- Red, fluorescent yellow, and fluorescent yellow-green (Type XI Sheeting)
- White and yellow (Type XI Sheeting)

Reflective Sign Post Panels shall be 2 inches wide and will typically have a height of 60 inches for rural installations and typically have a height of 84 inches for urban installations. There will be certain instances where a proposed Reflective Sign Post Panel will have a height dimension less than 60

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inches; typically, this will be when the bottom of the bottom-most sign is mounted lower than the standard 5 ft minimum mounting height (e.g. 3 ft or 4 ft mount heights). In those cases, the height of the Reflective Sign Post Panel is expected to closely match (within 1-2 inches) the distance between the top of the anchor or support to the bottom edge of the bottom-most sign. Reflective Sign Post Panels shall have three 3/8" holes (one hole in the top 3", one hole near the center, and one hole in the bottom 3") that align with the holes on the Type I steel post.

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

All sign blanks shall be hole punched by the manufacturer for either horizontal or vertical installation. Attach all aluminum sheeting signs to square post with 3/8" all steel rivets and nylon washers. Use bracing as indicated on the plans, summaries, and/or standard signing detail sheets, and/or when directed by the Engineer and/or District Traffic Engineer.

All sign posts shall be attached to anchors with 5/16" corner bolts and 5/16" flanged nuts, and all post and anchor cuts shall be treated with a Cold Galvanizing Compound spray.

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

E. Remove & Relocate Sheet Signs. When listed on the plans and/or summaries, and/or as directed by the Engineer and/or District Traffic Engineer, remove the specified existing sheet sign(s) from the existing post(s) and reinstall on a new sign post. Once the specified existing sheet sign(s) have been removed and relocated, and if the existing sign post(s) are no longer needed to support other existing signs, removal of the existing sign post(s) will be paid under the bid item REMOVE SIGN. If any of the existing hardware components (bracing, brackets, bolts, rivets, etc.) are found to have pre-existing damage or are damaged during the Contractor's removal and reinstallation efforts, the Contractor shall provide the necessary replacement hardware for proper re-installation of the sheet sign. These components shall be incidental to the bid item REMOVE AND RELOCATE SHEET SIGNS.

Prior to removing and reinstalling a sheet sign, the Contractor shall first review the existing sheet sign for damage. It is the Contractor's responsibility to notify the Engineer of any existing sheet sign damage prior to removal and relocation of the sheet sign, so that it can be documented that the existing sheet sign had pre-existing damage. If the Contractor does not make the Engineer aware of pre-existing damage prior to detaching the sheet sign from its existing post, the Department will assume the damage was the result of the Contractor's removal and reinstallation efforts. The Contractor shall replace any sheet signs that are damaged during the removal and reinstallation efforts. Replacement of sheet signs damaged by the Contractor shall be incidental to the bid item REMOVE AND RELOCATE SHEET SIGNS.

If the existing sheet sign is found to have pre-existing damage, the Department will provide the Contractor with a new sheet sign to replace the sheet sign with pre-existing damage. Detaching the

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existing, damaged sheet sign from the existing post and attaching the new, Department-provided sheet sign to the new sign post shall be incidental the bid item REMOVE AND RELOCATE SHEET SIGNS.

F. Remove & Relocate Sign Assemblies. When listed on the plans and/or summaries, and/or as directed by the Engineer and/or District Traffic Engineer, remove the specified existing sign assemblies from the existing location and reinstall in a new location. The Department will consider all signs attached to one or more connected posts as a single sign assembly, no matter how many signs are attached to the existing sign assembly. If any of the existing hardware components (bracing, brackets, bolts, rivets, etc.) are found to have pre-existing damage or are damaged during the Contractor's removal and reinstallation efforts, the Contractor shall provide the necessary replacement hardware for proper re-installation of the sign assembly. These components shall be incidental to the bid item REMOVE AND RELOCATE SIGN ASSEMBLY.

Prior to removing and relocating a sign assembly, the Contractor shall review the existing sign(s) and sign post(s) for damage. It is the Contractor's responsibility to notify the Engineer of any sign or sign post damage prior to removal and relocation of the sign assembly, so that it can be documented that the existing sign and/or sign post had pre-existing damage. If the Contractor does not make the Department aware of pre-existing damage prior to removing a sign assembly from its existing location, the Department will assume the damage was the result of the Contractor's removal and reinstallation efforts. The Contractor shall replace any components of a sign assembly that are damaged during removal and relocation. Replacement of any components damaged by the Contractor shall be incidental to the bid item REMOVE AND RELOCATE SIGN ASSEMBLY.

If an existing sign that is part of a sign assembly to be removed and relocated is found to have preexisting damage, the Department will provide the Contractor with a new sign to replace the sign with pre-existing damage. Detaching the existing, damaged sign from the existing post and attaching the new, Department-provided sign to the relocated existing post shall be incidental to the bid item REMOVE AND RELOCATE SIGN ASSEMBLY.

If an existing sign assembly that is to be removed and relocated is found to not have an existing soil stabilizer plate, or if the soil stabilizer plate and/or anchor is damaged during removal, then a new soil stabilizer plate and/or anchor shall be provided by the Contractor and shall be incidental to the bid item REMOVE AND RELOCATE SIGN ASSEMBLY.

If an existing sign assembly that is being relocated is not currently mounted on a Type D breakaway sign support, but the plans and/or summaries indicate, or wind load standards dictate, a Type D breakaway sign support or a Type D Surface Mount is required, provide and install the specified Type D support as part of the removal and reinstallation efforts. Type D breakaway sign supports shall be paid under the bid item GMSS TYPE D and Type D Surface Mount supports shall be paid under the bid item GMSS TYPE D (SURFACE MOUNT).

If an existing sign that is being relocated is found to have pre-existing damage to one or more of the sign post, the Department will <u>NOT</u> utilize the bid item REMOVE AND RELOCATE SIGN ASSEMBLY for removing and relocating such a sign assembly. Instead, the Department will require the Contractor to install a new sign post(s) at the new location, and pay for the new post(s) under the bid item STEEL POST TYPE I. Detaching the existing sign(s) from the existing, damaged post(s) and attaching the

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existing sign(s) to the new sign post(s) shall be incidental to the bid item STEEL POST TYPE I. Any hardware that is needed to complete the installation shall also be incidental to the bid item STEEL POST TYPE I. Removal of the existing damaged post(s) and any other sign components not needed will be paid under the bid item REMOVE SIGN.

- **G. 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.
- H. Coordination with Utility Companies. Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
- Caution. The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.
- J. 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

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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.

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

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- **C. Signs and Reflective Sign Post Panels.** The Department will measure the finished in-place area of signs in Square Feet.
- **D. Sign Posts.** The Department will measure the finished in-place length of sign posts in Linear Feet, from the top of the anchor, or top of the sign support, to the top of the sign post. Laps, cutoffs, excess, and waste will NOT be measured for payment.
- **E.** Type D Breakaway Sign Supports. The Department will measure Type D breakaway sign supports as Each support installed.
- **F. Type D Surface Mounts.** The Department will measure Type D Surface Mounts as Each surface mount installed.
- **G. Class A Concrete for Signs.** The Department will measure the Class A Concrete used in conjunction with Type D breakaway sign support installations in Cubic Yards. Any concrete that is required as backfill due to hitting rock during a standard installation shall be incidental to the bid item STEEL POST TYPE I, and soil stabilizers will not be required.
- **H.** Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection. The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental. Seeding and Protection shall be measured according to Section 212.

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- **I. Erosion Control.** See Special Note for Erosion Control.
- J. Remove Sign. The Department will consider all signs attached to one or more connected posts as a single sign. The Department will measure as Each sign assembly removed and NOT each individual sign removed.
- **K. Remove & Relocate Sheet Signs.** The Department will measure sheet signs removed from an existing sign post and reinstalled on a new sign post as Each sheet sign removed and reinstalled. as indicated in the contract documents, or as directed by the Engineer. The new sign post shall be measured as indicated in paragraph D. of this section.
- L. Remove & Relocate Sign Assemblies. The Department will consider all signs attached to one or more connected posts as a single sign assembly. When the contract documents indicate that an existing sign assembly is to be removed from its existing location and reinstalled in a new location, the Department will measure and pay for "Remove and Relocate Sign Assembly" as each sign assembly removed and relocated; NOT each individual sign removed and relocated.
- **M.** Items Provided by KYTC. The Department will NOT measure for payment the installation of signs and/or surface mounts provided by KYTC. These activities shall be incidental to the bid item STEEL POST TYPE I.

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic. See Traffic Control Plan.
- **B.** Signs and Reflective Sign Post Panels. The Department will make payment for the completed and accepted quantities under the bid item SBM ALUM SHEET SIGNS .125 IN or .080 IN. The Department will consider payment full compensation for all work and incidentals necessary to install the signs, as required by these notes and the details found elsewhere in the plans/proposal, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- **C. Sign Posts.** The Department will make payment for the completed and accepted quantities under the bid item STEEL POST TYPE I. The Department will consider payment full compensation for all work and incidentals necessary to install the sign posts as required by these notes and the details found elsewhere in the plans/proposal.
- **D.** Type D Breakaway Sign Supports. The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D. The Department will consider payment full compensation for all work and incidentals necessary to install the Type D breakaway sign supports as required by Standard Drawing RGX-065, current edition.
- E. Type D Surface Mounts. The Department will make payment for the completed and accepted quantities under the bid item GMSS TYPE D (SURFACE MOUNT). The Department will consider

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payment full compensation for all work and incidentals necessary to install the Type D surface mounts according to all applicable manufacturer requirements.

<u>NOTE</u>: The permissible Type D Surface Mount alternative is: Kleen Break Model 425 for Surface Mount Concrete Installations by Xcessories Squared of Auburn, IL

- **F.** Class A Concrete for Signs. The Department will make payment for the completed and accepted quantities, used in conjunction with Type D breakaway sign support installations, under the bid item CLASS A CONCRETE FOR SIGNS. The Department will consider payment full compensation for all work and incidentals necessary to install the concrete as required by Standard Drawing RGX-065, current edition.
- **G. Remove Sign.** The Department will make payment for the completed and accepted quantities under the bid item REMOVE SIGN. The Department will consider payment full compensation for all work and incidentals necessary to remove the existing signs, posts, anchors, and any other sign material or hardware, from the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- H. Remove & Relocate Sheet Signs. The Department will make payment for the completed and accepted quantities under the bid item REMOVE AND RELOCATE SHEET SIGNS. Any hardware that is needed to complete the removal and reinstallation shall be incidental. The Department will consider payment full compensation for all work and incidentals necessary to remove and reinstall the existing sheet signs as indicated on the plans, summaries, and/or as directed by the Engineer.
- I. Remove & Relocate Sign Assemblies. The Department will make payment for the completed and accepted quantities under the bid item REMOVE AND RELOCATE SIGN ASSEMBLY. Any hardware that is needed to complete the removal and reinstallation shall be incidental. The Department will consider payment full compensation for all work and incidentals necessary to remove and reinstall the existing sign assembly as indicated on the plans, summaries, and/or as directed by the Engineer
- J. Erosion Control. See Special Note for Erosion Control.

SPECIAL NOTE FOR PIPELINE INSPECTION

- **1.0 DESCRIPTION.** The Department will perform visual inspections on all pipe on the project. A video inspection will be required on projects having more than 250 linear feet of storm sewer and/or culvert pipe and on routes with an ADT of greater than 1,000 vehicles. Conduct video inspections on all pipe located under the roadway and 50 percent of the remaining pipe not under the roadway. Storm sewer runs and outfall pipes not under the roadway take precedence over rural entrance pipes. Contractors performing this item of work must be prequalified with the Department in the work type J51 (Video Pipe Inspection and Cleaning). Deflection testing shall be completed using a mandrel in accordance with the procedure outlined below or by physical measurement for pipes greater than 36inches in diameter. Mandrel testing for deflection must be completed prior to the video inspection testing. Unless otherwise noted, Section references herein are to the Department's most current version of the Standard Specifications for Road and Bridge Construction.
- **2.0 VIDEO INSPECTION.** Ensure pipe is clear of water, debris or obstructions. Complete the video inspection and any necessary measurement prior to placing the final surface over any pipe. When paving will not be delayed, take measurements 30 days or more after the completion of earthwork to within 1 foot of the finished subgrade. Notify the Engineer a minimum of 24 hours in advance of inspection and notify the Engineer immediately if distresses or locations of improper installation are logged.

2.1 INSPECTION FOR DEFECTS AND DISTRESSES

- **A)** Begin at the outlet end and proceed through to the inlet at a speed less than or equal to 30 ft/minute. Remove blockages that will prohibit a continuous operation.
- **B)** Document locations of all observed defects and distresses including but not limited to: cracking, spalling, slabbing, exposed reinforcing steel, sags, joint offsets, joint separations, deflections, improper joints/connections, blockages, leaks, rips, tears, buckling, deviation from line and grade, damaged coatings/paved inverts, and other anomalies not consistent with a properly installed pipe.
- C) During the video inspection provide a continuous 360 degree pan of every pipe joint.
- ${f D}$) Identify and measure all cracks greater than 0.1" and joint separations greater than 0.5".
- **E**) Video Inspections are conducted from junction to junction which defines a pipe run. A junction is defined as a headwall, drop box inlet, curb box inlet, manhole, buried junction, or other structure that disturbs the continuity of the pipe. Multiple pipe inspections may be conducted from a single set up location, but each pipe run must be on a separate video file and all locations are to be referenced from nearest junction relative to that pipe run.
- F) Record and submit all data on the TC 64-765 and TC 64-766 forms.
- **3.0 MANDREL TESTING.** Mandrel testing will be used for deflection testing. For use on Corrugated Metal Pipe, High Density Polyethylene Pipe, and Polyvinyl Chloride Pipe,

use a mandrel device with an odd number of legs (9 minimum) having a length not less than the outside diameter of the mandrel. The diameter of the mandrel at any point shall not be less than the diameter specified in Section 3.6. Mandrels can be a fixed size or a variable size.

- **3.1** Use a proving ring or other method recommended by the mandrel manufacturer to verify mandrel diameter prior to inspection. Provide verification documentation for each size mandrel to the Engineer.
- **3.2** All deflection measurements are to be based off of the AASHTO Nominal Diameters. Refer to the chart in section 3.6.
- 3.3 Begin by using a mandrel set to the 5.0% deflection limit. Place the mandrel in the inlet end of the pipe and pull through to the outlet end. If resistance is met prior to completing the entire run, record the maximum distance achieved from the inlet side, then remove the mandrel and continue the inspection from the outlet end of the pipe toward the inlet end. Record the maximum distance achieved from the outlet side.
- **3.4** If no resistance is met at 5.0% then the inspection is complete. If resistance occurred at 5.0% then repeat 3.1 and 3.2 with the mandrel set to the 10.0% deflection limit. If the deflection of entire pipe run cannot be verified with the mandrel then immediately notify the Engineer.
- 3.5 Care must be taken when using a mandrel in all pipe material types and lining/coating scenarios. Pipe damaged during the mandrel inspection will be video inspected to determine the extent of the damage. If the damaged pipe was video inspected prior to mandrel inspection then a new video inspection is warranted and supersedes the first video inspection. Immediately notify the Engineer of any damages incurred during the mandrel inspection and submit a revised video inspection report.
- **3.6** AASHTO Nominal Diameters and Maximum Deflection Limits.

Base Pipe Diameter	AASHTO Nominal	Max. De	flection Limit
•	Diameter	5.0%	10.0%
(inches)	(inches)	(i	nches)
15	14.76	14.02	13.28
18	17.72	16.83	15.95
24	23.62	22.44	21.26
30	29.53	28.05	26.58
36	35.43	33.66	31.89
42	41.34	39.27	37.21
48	47.24	44.88	42.52
54	53.15	50.49	47.84
60	59.06	56.11	53.15

- **4.0 PHYSICAL MEASUREMENT OF PIPE DEFLECTION.** Alternate method for deflection testing when there is available access or the pipe is greater than 36 inches in diameter, as per 4.1. Use a contact or non-contact distance instrument. A leveling device is recommended for establishing or verifying vertical and horizontal control.
 - **4.1** Physical measurements may be taken after installation and compared to the AASHTO Nominal Diameter of the pipe as per Section 3.6. When this method is used, determine the smallest interior diameter of the pipe as measured through the center point of the pipe (D2). All measurements are to be taken from the inside crest of the corrugation. Take the D2 measurements at the most deflected portion of the pipe run in question and at intervals no greater than ten (10) feet through the run. Calculate the deflection as follows:
 - % Deflection = [(AASHTO Nominal Diameter D2) / AASHTO Nominal Diameter] x 100%

Note: The Engineer may require that preset monitoring points be established in the culvert prior to backfilling. For these points the pre-installation measured diameter (D1) is measured and recorded. Deflection may then be calculated from the following formula:

% Deflection =
$$[(D1 - D2)/D1](100\%)$$

- **4.2** Record and submit all data.
- **5.0 DEDUCTION SCHEDULE.** All pipe deductions shall be handled in accordance with the tables shown below.

FLEXIBLE PIPE D	EFLECTION
Amount of Deflection (%)	Payment
0.0 to 5.0	100% of the Unit Bid Price
5.1 to 9.9	50% of the Unit Bid Price (1)
10 or greater	Remove and Replace (2)

⁽¹⁾ Provide Structural Analysis for HDPE and metal pipe. Based on the structural analysis, pipe may be allowed to remain in place at the reduced unit price. ⁽²⁾ The Department may allow the pipe to remain in place with no pay to the Contractor in instances where it is in the best interest to the public and where the structural analysis demonstrates that the pipe should function adequately.

RIGID PIPE REMEDIAT	ION TABLE PIPE
Crack Width (inches)	Payment
≤ 0.1	100% of the Unit Bid Price
Greater than 0.1	Remediate or Replace (1)

⁽¹⁾ Provide the Department in writing a method for repairing the observed cracking. Do not begin work until the method has been approved.

6.0 PAYMENT. The Department will measure the quantity in linear feet of pipe to inspect. The Department will make payment for the completed and accepted quantities under the following:

CodePay ItemPay Unit24814ECPipeline InspectionLinear Foot10065NSPipe Deflection DeductionDollars

Special Note for Completion Date & Liquidated Damages

I. COMPLETION DATE

The ultimate fixed completion date for this project will be November 30, 2025. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

II. LIQUIDATED DAMAGES

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

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.

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

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

SPECIAL NOTE FOR ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) ASPHALT

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction current edition.

1.0 DESCRIPTION. Incorporate an e-Ticketing Delivery Software for weighed asphalt material delivered to the project to report loads and provide daily running totals of weighed asphalt material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

2.0 MATERIALS AND EQUIPMENT. Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

- 1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
- 2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
- 3. Transmit any updates to the ticket data within 5 minutes of a change.

3.0 CONSTRUCTION. Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

A. Construction Requirements

- 1. Install and operate software in accordance with the manufacturer's specifications.
- 2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

B. Data Deliverables

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during the project.

1. Asphalt Material

a. Real-time Continuous Data Items

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
 - Supplier Name
 - Supplier Address
 - o Supplier Phone
 - Plant location
 - Date
 - o Time at source
 - o Project Location

- Contract ID#
- o Carrier Name
- o Unique Truck ID
- o Description of Material
- o Mix Design Number
- o Gross, Tare and Net Weight
- Weighmaster

4.0 MEASUREMENT. The Department will not measure the electronic delivery management system.

5.0 PAYMENT. The Department will not measure this work for payment and will consider all items contained in this note to be incidental to the asphalt mixtures on the project, as applicable.

May 5, 2025

SPECIAL NOTE FOR ELECTRONIC DELIVERY MANAGEMENT SYSTEM (e-Ticketing) AGGREGATE

This Special Note will apply when indicated on the plans or in the proposal. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction current edition.

1.0 DESCRIPTION. Incorporate an e-Ticketing Delivery Software for weighed aggregate material delivered to the project to report loads and provide daily running totals of weighed aggregate material for pay items and incidental work during the construction processes from the point of measurement and loading to the point of incorporation to the project.

2.0 MATERIALS AND EQUIPMENT. Contractor shall supply material data in JavaScript Object Notation (JSON) documents to the KYTC e-Ticketing Delivery Software (KYTC e-Ticketing Portal) via Application Programming Interface (API) or direct connection. Test and verify that ticket data can be shared from the original source no fewer than 30 days prior to material placement activities. An e-Ticketing Delivery Software supplier can provide a qualified representative for on-site technical assistance during the initial setup, pre-construction verifications, and data management and processing as needed during the Project to maintain material data delivery capabilities. Virtual meetings may be hosted in lieu of on-site meetings when deemed appropriate by the Engineer.

Provide e-Ticketing Delivery Software that will meet the following:

- 1. The e-Ticketing Delivery Software shall be fully integrated with the Contractor's Load Read-Out scale system at the material source location.
- 2. The e-Ticketing Delivery Software shall provide real-time delivery to KYTC e-Ticketing Portal.
- 3. Transmit any updates to the ticket data within 5 minutes of a change.

3.0 CONSTRUCTION. Provide the Engineer with the manufacturer's specifications and all required documentation for data access at the pre-construction conference.

A. Construction Requirements

- 1. Install and operate software in accordance with the manufacturer's specifications.
- 2. Verify that all pertinent information is provided by the software within the requirements of this Special Note.

B. Data Deliverables

Provide to the Engineer a means in which to gather report summaries by way of iOS apps, web pages, or any other method at the disposal of the Engineer. The Engineer may request data at any time during the project.

1. Aggregate Material

a. Real-time Continuous Data Items

Provide the Engineer access to JSON documents capable of being transmitted through the KYTC's e-Ticketing Portal that displays the following information in real-time with a web-based system compatible with iOS and Windows environments.

- Each Truck
 - o Supplier Name
 - Supplier Address
 - o Supplier Phone
 - Plant location
 - o Date
 - o Time at source
 - Project Location

- Contract ID#
- o Carrier Name
- o Unique Truck ID
- o Description of Material
- o Load Number
- o Gross, Tare and Net Weight
- Weighmaster

4.0 MEASUREMENT. The Department will measure the electronic delivery management system as a lump sum item.

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

- 1. Payment is full compensation for all work associated with providing all required equipment, training, and documentation.
- 2. Payment will be full compensation for costs related to providing the e-Ticketing Delivery Software, including integration with plant load-out systems, and report viewing/exporting process. All quality control procedures including the software representative's technical support and on-site training shall be included in the Contract lump sum price.

Code	Pay Item	Pay Unit
26248EC	ELECTRONIC DELIVERY MGMT SYSTEM-AGG	LS

May 5, 2025

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

Contract ID: 254106 Page 49 of 159



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

ITEM # COUNTY PROJECT # (STATE) PROJECT # (FEDERAL)	Origi	nal	Re-Cei	rtificatio	n	RIGHT O	F WAY CERTIFICATION	 ON
ROUNCET DESCRIPTION Conversion of the Intersection of KY 914 and KY 1642 to an RCUT No Additional Right of Way Required Construction will be within the limits of the existing right of way. The right of way was acquired in accordance to FHWA regulations under the Uniform Relocation Assistance and Real Property Acquisitions Policy Act of 1970, as amended. No additional right of way or relocation assistance were required for this project. Condition # 1 (Additional Right of Way Required and Cleared) All necessary right of way, including control of access rights when applicable, have been acquired including legal and physical possession. Trial or appeal of cases may be pending in court but legal possession has been obtained. There may be some improvements remaining on the right-of-way, but all occupants have vacated the lands and improvements, and KYTC has physical possession and the rights to remove, salvage, or demolish all improvements and enter on all land. Just Compensation has been paid or deposited with the court. All relocations have been relocated to decent, safe, and sanitary housing or that KYTC has made available to displaced persons adequate replacement housing in accordance with the provisions of the current FHWA directive. Condition # 2 (Additional Right of Way Required with Exception) The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements but to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court for most parcels. Just Compensation or all pending pa								
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Right of Way Director FHWA		Rigl	nt of Wa	ay Directo	or		FHWA	
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Pulaski County, HSIP 9010 (716)

FD52 100 0914 004-006

Mile point: 4.9 TO 6.0

Conversion of the intersection of KY 914 - KY 1642 to an RCUT.

ITEM NUMBER: 08-958.00

PROJECT NOTES ON UTILITIES

For all projects under 2000 Linear feet which require a normal excavation locate request pursuant to KRS 367.4901-4917, the awarded contractor shall field mark the proposed excavation or construction boundaries of the project (also called white lining) using the procedure set forth in KRS 367.4909(9)(k). For all projects over 2000 linear feet, which are defined as a "Large Project" in KRS 367.4903(18), the awarded contractor shall initially mark the first 2000 linear feet minimally of proposed excavation or construction boundaries of the project to be worked using the procedure set forth in KRS 367.4909(9)(k). This temporary field locating of the project excavation boundary shall take place prior to submitting an excavation location request to the underground utility protection Kentucky Contact Center. For large projects, the awarded contractor shall work with the impacted utilities to determine when additional white lining of the remainder of the project site will take place. This provision shall not alter or relieve the awarded contractor from complying with requirements of KRS 367.4905 to 367.4917 in their entirety.

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his activities. The contractor will coordinate his activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of

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accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

The contractor shall make every effort to protect underground facilities from damage as prescribed in the Underground Facility Damage Protection Act of 1994, Kentucky Revised Statute KRS 367.4901 to 367.4917. It is the contractor's responsibility to determine and take steps necessary to be in compliance with federal and state damage prevention directives. The contractor is instructed to contact KY 811 for the location of existing underground utilities. Contact shall be made a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor shall submit Excavation Locate Requests to the Kentucky Contact Center (KY 811) via web ticket entry. The submission of this request does not relieve the contractor from the responsibility of contacting nonmember facility owners, whom are to be contacted through their individual Protection Notification Center. It may be necessary for the contractor to contact the County Court Clerk to determine what utility companies have facilities in the area. Non-compliance with these directives can result in the enforcement of penalties.

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

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

Western Pulaski County Water District – Has a 16 inch water line located adjacent to the ditch that is to be install on the west side of the project. This pipe is to be avoided, all disturbance at Sta 7 + 15 and 15 feet on each side of this Sta must stay 42 inch vertically and horizontally from the 16 inch pipe locate. If this can't be accomplished the ditch in the area will be constructed at the discretion of the KYTC project engineer.

Spectrum Mid-America LLC - Has arial Communication Adjacent to the disturb limits.

Kentucky Communications Network Authority - Has arial Communication Adjacent to the disturb limits.

Windstream Holdings II, LLC – Has arial Communication Adjacent to the disturb limits

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

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THE FOLLOWING FACILITY OWNERS ARE RELOCATING/ADJUSTING THEIR FACILITIES WITHIN THE PROJECT LIMITS AND WILL BE COMPLETE PRIOR TO CONSTRUCTION

Not Applicable

THE FOLLOWING FACILITY OWNERS HAVE FACILITIES TO BE RELOCATED/ADJUSTED BY THE OWNER OR THEIR SUBCONTRACTOR AND IS TO BE COORDINATED WITH THE ROAD CONTRACT

Not Applicable

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

Not Applicable

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RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

oximes No Rail Involvement \oximes Rail Involved \oximes Rail Adjacent

AREA FACILITY OWNER CONTACT LIST

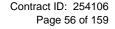
Facility Owner	Address	Contact	Phone	Email
		Name		
Kentucky	500 Mero	Erick	5023300679	erick.johnson@ky.gov
Communications	Street	Johnson		
Network Authority -	Frankfort			
Communication	KY 40601			
Spectrum Mid-	5026 South	Casey	8596264817	casey.short@charter.com
America LLC - CATV	Highway 27	Short		
	Somerset			
	KY 42501			
Western Pulaski	2128 West	Joe	6066791569	joe-mcclendon@hotmail.com
County Water	KY 80	McClendon		
District - Water	Somerset			
	KY 42503			

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Windstream	PO Box	Steve	8593576	steve.johnson@windstream.com
Holdings II, LLC -	9001116	Johnson	209	
Communication	Louisville		209	
	KY 40290			





Andy Beshear GOVERNOR

ENERGY AND ENVIRONMENT CABINET

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 Sower Boulevard Frankfort, Kentucky 40601 Phone: (502) 564-2150 Fax: 502-564-4245

May 9, 2025

James Jones **KYTC District 8** 1660 S US 127 Somerset, KY 42502 Rebecca W. Goodman SECRETARY

Anthony R. Hatton COMMISSIONER

Re: KYR10 Coverage Acknowledgment KPDES No.: KYR10T462 08-958.00 KY914 & KY1642 R-Cut Permit Type: Construction Stormwater AI ID: 121572 Pulaski County, Kentucky

Dear Mr. Jones:

The discharges associated with the Notice of Intent you submitted have been approved for coverage under the "Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Construction Activities (KYR100000)" master general permit. Your coverage becomes effective on the date of this letter. This coverage automatically terminates two years from the effective date of your coverage unless an extension is requested prior to the termination date, or the Division of Water revokes coverage, whichever comes first. During this period of coverage all discharges shall comply with the conditions of the KYR100000 master general permit. This permit and links to the eNOI (and permit coverage extension) and eNOT forms can be found on our website:

https://eec.ky.gov/Environmental-Protection/Water/PermitCert/KPDES/Documents/KYR10PermitPage.pdf.

Any person aggrieved by the issuance of a permit final decision may demand a hearing pursuant to KRS 224.10-420(2) within thirty (30) days from the date of the issuance of this letter. Any demand for a hearing on the permit shall be filed in accordance with the procedures specified in KRS 224.10-420, 224.10-440, 224.10-470, and the regulations promulgated thereto. The request for hearing should be submitted in writing to the Energy and Environment Cabinet, Office of Administrative Hearings, 211 Sower Boulevard, Frankfort, Kentucky 40601 and the Commonwealth of Kentucky, Energy and Environment Cabinet, Division of Water, 300 Sower Boulevard, Frankfort, Kentucky 40601. For your record keeping purposes, it is recommended that these requests be sent by certified mail. The written request must conform to the appropriate statutes referenced above.

Any questions concerning the general permit, and its requirements should be directed to me at (502) 782-1555 or email me at abby.rains@ky.gov.

Construction Site GPS Coordinates: 37.032086, -84.639223

Receiving Water: Cumberland River

Abby Rains Surface Water Permits Branch Division of Water

abby Rains

Jami West, eNOI Preparer

Jason Stephens, Columbia Regional Office





Kentucky Transportation Cabinet Highway District 8

And

_____(2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

KY 914 & KY 1642 INTERSECTION RECONSTRUCTION

Contract ID #

Six Year Plan No. 8-958.00

Revised 1-28-08

Project Information

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

- 1. Owner Kentucky Transportation Cabinet, District 8
- 2. Resident Engineer: (2)
- 3. Contractor Name: (2)
 - Address: (2)
 - Phone number: (2)
 - Contact: (2)
- Responsible Person: (3)
- 4. Contract ID Number: (2)
- 5. Route (Address): KY 914 & KY 1642 Intersection
- 6. Latitude/Longitude (project mid-point): 37°01'56"N, 84°38'21"W
- 7. County (project mid-point): Pulaski
- 8. Project start date (date work will begin): (2)
- 9. Projected completion date: (2)

1.0 SITE DESCRIPTION.

- 1) Nature of construction activity (from letting project description). CONSTRUCT R-CUT AT INTERSECTION OF KY 914 & KY 1642
- 2) Order of major soil disturbing activities. (2) and (3)
- 3) Projected volume of material to be moved. 2,500 CU YDS
- 4) Estimate of total project area (acres). 2.7 ACRE
- 5) Estimate of area to be disturbed (acres). 2.7 ACRE
- 6) 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. (1)
- 7) Data describing existing soil condition. (1) & (2)
- 8) Data describing existing discharge water quality (if any). (1) & (2)
- 9) Receiving water name. N/A
- 10) TMDLs and Pollutants of Concern in Receiving Waters. (1 DEA)
- 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)

2.0 SEDIMENT AND EROSION CONTROL MEASURES.

2.1 Erosion Control Sheets. 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.

2.2 Annotations. 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 BMPs 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 BMPs in place before being disturbed.

- **2.3 Disturbed Drainage Areas.** As DDAs are prepared for construction, the following will be addressed for the project as a whole or for each DDA as appropriate:
 - **A)** 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.
 - **B)** Sources. At the beginning of the project, all DDAs for the project will be inspected for areas that are a source of storm water pollutants. Areas that are a source of pollutants will receive appropriate cover or BMPs to arrest the introduction of pollutants into storm water. Areas that have not been opened by the contractor will be inspected periodically (once per month) to determine if there is a need to employ BMPs to keep pollutants from entering storm water.
 - C) Clearing and Grubbing. The following BMPs will be considered and used where appropriate.
 - 1) Leaving areas undisturbed when possible.
 - 2) Silt Basins to provide silt volume for large areas.
 - 3) Silt Traps Type A for small areas.
 - 4) Silt Traps Type C in front of existing and drop inlets which are to be saved.
 - 5) Diversion ditches to catch sheet runoff and carry it to basins or traps or to divert it around areas to be disturbed.
 - 6) Brush and/or other barriers to slow and/or divert runoff.
 - 7) Silt fences to catch sheet runoff on short slopes. For longer slopes, multiple rows of silt fence may be considered.
 - 8) Temporary Mulch for areas which are not feasible for the fore mentioned types of protections.
 - 9) Non-standard or innovative methods.
 - **D)** Cut and Fill and Placement of Drainage Structures. The BMP Plan will be modified to show additional BMPs such as:
 - 1) Silt Traps Type B in ditches and/or drainways as they are completed.
 - 2) Silt Traps Type C in front of pipes after they are placed.
 - 3) Channel Lining
 - 4) Erosion Control Blanket
 - 5) Temporary Mulch and/or seeding for areas where construction activities will be ceased for 21 days or more.
 - 6) Non-standard or innovative methods.

- E) Profile and X-Section in Place. The BMP Plan will be modified to show elimination of BMPs which had to be removed and the addition of new BMPs as the roadway was shaped. Probably changes include:
 - 1) 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.
 - 2) Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - 3) Additional Channel Lining and/or Erosion Control Blanket.
 - 4) Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - 5) Special BMPs such as Karst Policy.
- F) Finish Work (Paving, Seeding, Protect, etc.). A final BMP Plan will result from modifications during this phase of construction. Probable changes include:
 - 1) Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMPs which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - 2) Permanent Seeding and Protection.
 - 3) Placing Sod.
 - 4) Planting trees and/or shrubs where they are included in the project.
- G) Post Construction. BMPs including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMPs to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: (1)

3.0 OTHER CONTROL MEASURES.

- 1) Solid Materials. 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

Resident Engineer if there are any hazardous wastes being generated at the project site and how these wastes are being managed. Site personnel will be instructed with regard to proper storage and handling of hazardous wastes when required. The Transportation Cabinet will file for generator, registration when appropriate, with the Division of Waste Management and advise the contractor regarding waste management requirements.

- 4) Spill Prevention. The following material management practices will be used to reduce the risk of spills or other exposure of materials and substances to the weather and/or runoff.
- **2.4 Good Housekeeping.** The following good housekeeping practices will be followed onsite during the construction project.
 - 1) An effort will be made to store only enough product required to do the job.
 - 2) 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.
 - 3) Products will be kept in their original containers with the original manufacturer's label.
 - 4) Substances will not be mixed with one another unless recommended by the manufacturer.
 - 5) Whenever possible, all of the product will be used up before disposing of the container.
 - 6) Manufacturers' recommendations for proper use and disposal will be followed
 - 7) The site contractor will inspect daily to ensure proper use and disposal of materials onsite.
- **2.5 Hazardous Products.** These practices will be used to reduce the risks associated with any and all hazardous materials.
 - 1) Products will be kept in original containers unless they are not re-sealable.
 - 2) Original labels and material safety data sheets (MSDS) will be reviewed and retained
 - 3) Contractor will follow procedures recommended by the manufacturer when handling hazardous materials.
 - 4) If surplus product must be disposed of, manufacturers' or state/local recommended methods for proper disposal will be followed.

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

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

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

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

- **B)** 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.
- C) 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.
- D) 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
- E) 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:
 - 1) 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.
 - 2) 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.
 - 3) All spills will be cleaned up immediately after discovery.
 - 4) The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contract with a hazardous substance.
 - 5) Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
 - 6) The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
 - 7) Spills of products will be cleaned up promptly. Wastes from spill clean up will be disposed in accordance with appropriate regulations.
- **4.0 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. (1)

5.0 MAINTENANCE. The BMP plan shall include a clear description of the maintenance procedures necessary to keep the control measures in good and effective operating condition.

Maintenance of BMPs during construction shall be a result of weekly and post rain event inspections with action being taken by the contractor to correct deficiencies.

Post Construction maintenance will be a function of normal highway maintenance operations. Following final project acceptance by the cabinet, district highway crews will be responsible for identification and correction of deficiencies regarding ground cover and cleaning of storm water BMPs. The project manager shall identify any BMPs that will be for the purpose of post construction storm water management with specific guidance for any non-routine maintenance. (1)

- **6.0 INSPECTIONS.** Inspection and maintenance practices that will be used to maintain erosion and sediment controls:
 - 1) All erosion prevention and sediment control measures will be inspected by the contractor at least once each week and following any rain of one-half inch or more.
 - 2) 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.
 - 3) Inspection reports will be written, signed, dated, and kept on file.
 - 4) Areas at final grade will be seeded and mulched within 14 days.
 - 5) 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.
 - 6) All measures will be maintained in good working order; if a repair is necessary, it will be initiated within 24 hours of being reported and completed within 5 days.
 - 7) Built-up sediment will be removed from behind the silt fence before it has reached halfway up the height of the fence.
 - 8) Silt fences will be inspected for bypassing, overtopping, undercutting, depth of sediment, tears, and to ensure attachment to secure posts.
 - 9) Sediment basins will be inspected for depth of sediment, and built-up sediment will be removed when it reaches 70 percent of the design capacity and at the end of the job.
 - 10) 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
 - 11) 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.
 - 12) 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.

- **7.0 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:
 - 1) Water from water line flushings.
 - 2) Water form cleaning concrete trucks and equipment.
 - 3) Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
 - 4) 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.

8.0 GROUNDWATER PROTECTION PLAN.

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

Contractor's statement: (3)

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

conducted as part of this construction project.
(e) Land treatment or land disposal of a pollutant;
(f) Storing, treating, disposing, or related handling of hazardous waste, solid waste or special waste, or special waste in landfills, incinerators, surface impoundments, 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);
(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;
(j) Storing or related handling of road oils, dust suppressants, or deicing agents at a central location;
(k) Application or related handling of road oils, dust suppressants or deicing materials does not include use of chloride-based deicing materials applied to roads or parking lots);
(m) Installation, construction, operation, or abandonment of wells, bore holes, 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 plan.

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.

Contractor and Resident Engineer Certification:

(3) Signed		title	,	
	typed or printed name ¹		signature	
(2)		4141.		
Signed		title		
	typed or printed name ²		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 Contract ID number 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 Contract ID number and KPDES number when one has been issued.

PULASKI COUNTY HSIP 9010(716)

Contract ID: 254106 Page 68 of 159

KYTC BMP Plan for Contract ID

Sub-Contractor Certification

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

Subcontractor	Name:	
A	ddress:	
	Phone:	
The part of BM	IP plan this subcontractor is responsible to implement	is:
•	penalty of law that I understand the terms and conditionarge Elimination System permit that authorizes the	
storm events as	has been developed to manage the quality of water to ssociated with the construction site activity and manages identified as part of this certification.	•
Signed	title	
typed o	or printed name ¹ title	signature
corp	Contractor Note: To be signed by a person who porate officer, a general partner or the proprietor or authority to sign reports by such a person in accor	a person designated to have

Page 12 of 12

number and KPDES number when one has been issued.

Section 9. This delegation shall be in writing to: Manager, KPDES Branch, Division of Water, 14 Reilly Road, Frankfort Kentucky 40601. Reference the Contract ID

R1 R2-R3 R4 R5 R6 R6 R7-R10 R11 R12 R12 R13-R17

DESIGN CRITERIA

INDEX OF SHEETS

BEFORE YOU DIG

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DESIGNED

GEOGRAPHIC COORDINATES

STANDARD DRAWINGS

LENGTH 2.120.70 LIN. FT. 0.44(

MEDICATE) FOR EQUALITIES

RAILROAD CROSSINGS NO. BRIDGES

DEDUCTED FOR EQUALITIES NOT INCLUDED

PROJECT NUMBER: HSIP 9010(716)

CROSS SECTIONS (KY 914) TPE SECTIONS
NTERSECTION DETAIL
NAVING AREAS DETAIL

MAX. DISTANCE W/O PASSING LEVEL OF SERVICE N/A



THIS PROJECT IS ON THE NH SYSTEM

THESE PLANS ARE FOR GRADE, DRAIN, & SURFACING

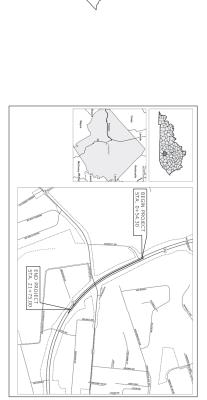
COMMONWEALTH OF KENTUCKY DEPARTMENT OF HIGHWAYS

PROPOSED PROJECT PLANS OF

TRANSPORTATION CABINET

PULASKI County

KY 914 & KY 1642 INTERSECTION RECONSTRUCTION HSIP 9010(716)







LAYOUT MAP

THIS PROJECT IS A PARTIALLY CONTROLLED ACCESS HIGHWAY. ACCESS SHALL BE PROVIDED ONLY WHERE SPECIFICALLY INDICATED ON PLANS.

PROJECT DESCRIPTION: RECONSTRUCT INTERSECTION AT KY 914 & KY 1642 FOR EQUALITIES

FOR EQUALITIES

RAILROAD CROSSINGS NO.

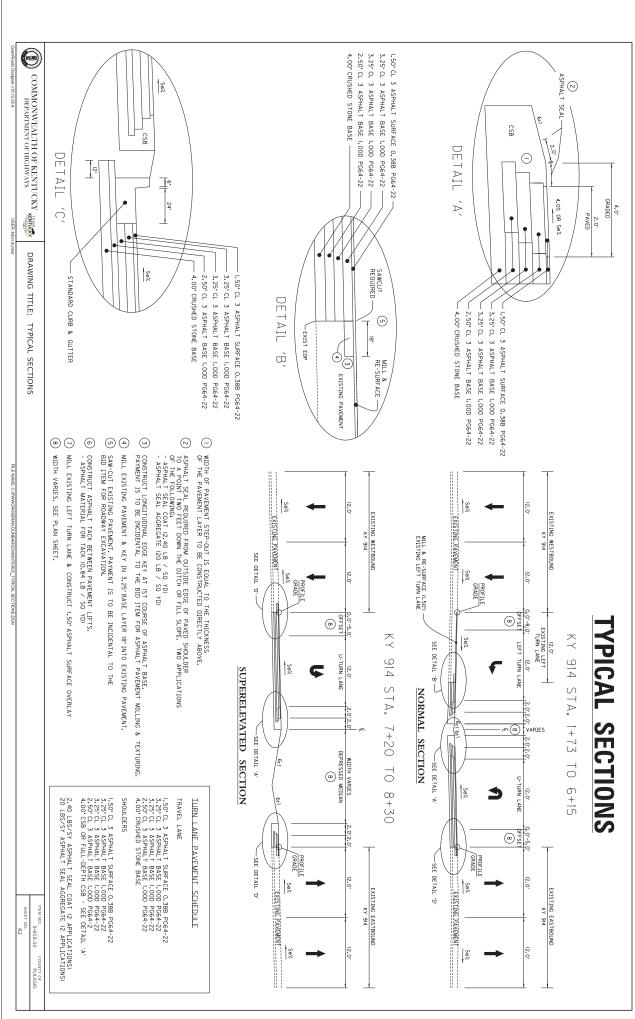
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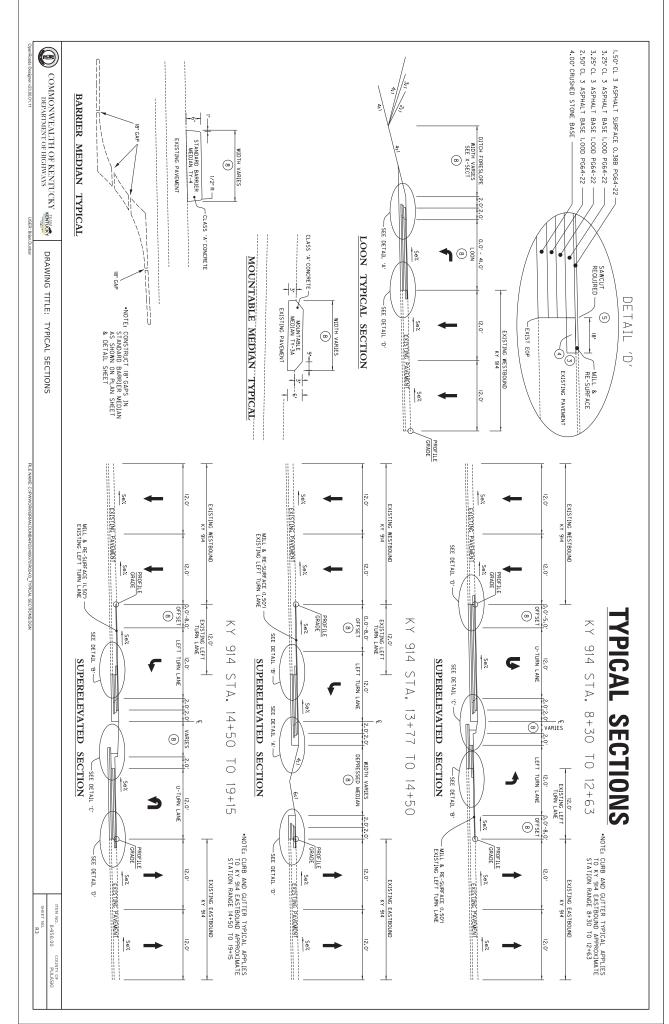
BRIDGES

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FOR EQUALITIES

FOR EQUALIT BRIAN DUNBAR TED FOR EQUALITIES NOT INCLUDED OAD CROSSINGS NO. 5/2/2025 ITEM NO. 8-958.00





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COMMONWEALTH OF KENTUCKY TRANSCORP

DRAWING TITLE GENERAL NOTES & PIPE DRAINAGE SUMMARY SEE THE FOLLOWING SPECIAL NOTES IN PROPOSAL: SPECIAL NOTES

SPECIAL SPECIAL SPECIAL FOR PORTABLE CHANGEABLE MESSAGE FOR BARCODES ON PERMANENT SIGNS FOR SIGNAGE FOR SIGNAGE FOR STAKING

SIGNS

GENERAL NOTES

N.G.S. (U.S.G.S.) BENCH MARKS

DO NOT DISTURB N.G.S. (U.S.G.S.) BENCH MARKS IN ANY MANNER UNLESS DIRECTED BY THE ENGINEER. BEFORE YOU DIG

SHEET NO.

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THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-5007 TO RECON KY BIL THE ONE-CAL SYSTEM FOR INFORMATION ON HE COATION OF EXISTING WORKERGOWN UTILITIES. STANDING TO THE CALL IS TO BE PLACED A MINIMAN OF TWO CHAM TO MORE THAN TEN HIGH BISINESS DAYS PRODE TO EXCHANTION. HE CONTRACTOR SHOULD BE AMBRE THAT OWNERS OF THE CALL BEFORE-THAN TOWNERS OF THE CONTRACTOR SHOULD BE AMBRE THAT OWNERS OF THE UTILITY OWNERS, DECUMENT HOSE WHOM DO NOT SUBSCRIBE TO KY BILL THAN BE NECESSARY FOR THE CONTRACTOR OF CONTRACT THE COUNTRY COURT CLERK TO BETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE AREA. ONE-CALL

CONTRARY TO SECTION 202 OF THE STANDARD BE ALLOWED FOR CLEARING AND GRUBBING ON COMPACTION OF ASPHALT MIXTURES SPECIFICATIONS, NO DIRECT PAYMENT WILL THIS PROJECT.

WILL ACCEPT THE COMPACTION OF ASPHALT MIXTURES FURNISHED FOR DRIVING LAKES TO ONE INDED OR DEATHER ON THIS PROJECT BY POPULON A ECCEPTION TO SUBSECTIONS AD 2 & 403 OF THE CHREAIT STANDARD SPECIFICATIONS. USE JUNY CORES AS DESCRIBED IN SUBSECTION 402.03.02 FOR SUBSEC MIXTURES ONLY. WILL ACCEPT THE COMPACTION OF ALL OTHER MIXTURES BY OFTION B. STANDARD DRAWINGS

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NECESSARY REMOVAL OF EXISTING SIGNS, EXISTING PIPES, HEADWALLS, AND DROP BOX INLETS WHETHER SHOWN OR NOT SHOWN, IS INCIDENTAL TO ROADWAY EXCAVATION. STANDARD DRAWINGS ARE NOT ATTACHED TO THESE PLANS. A STANDARD DRAWING BOOK AND THE HEADWALL SUPPLEKENTAL BOOK MAY BE OBTAINED FROM THE POLICY SUPPORT BRANCH OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES IN FRANKFORT KY. AT (502) 564-3670

THE LOCATION OF UTILITIES REPOYIDED IN THE CONTRACT DOCUMENTS HAS BEEN FURNISHED BY THE ACULLITY ONESS AND CARE REFURNISHED RECORD DRAWNICS. THE FUNCTION THE EXACT NOTE CONFIDENCE THE MILLIEF THE ROAD CONTRACTIONS RESPONSIBILITY TO LOCATE UTILITIES BEFORE EXAMINING BY CALLING THE VARIOUS THE CARE AND BY EXAMINING HE EXAMINING BY CALLING THE VARIOUS THE CARE AND BY EXAMINING WE EXAMINED BY EXACT LOCATION AND ELEVATION OF UTILITIES BY HAND DIGGING TO EXPOSE MILITED TO ACTION AND ELEVATION OF UTILITIES OF A CALLING THE PROPERTY OF A CA COORDINATES FOR THIS PROJECT ARE BASED ON STATE PLANE COORDINATE SYSTEM SINGLE ZONE AND IN US SURVEY FEET.

TOTAL PROJECT

1, 309

659

THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF THE CURB AT THE KY 914 & KY 1642 INTERSECTION. UPON REMOVAL, THE CURB SHALL BE RETURNED TO KYTC. PAYMENT SHALL BE INCIDENTAL TO ROLDMAY EXCENTION.

CULVERT PIPE 30 IN PIPE STORM SEWER PIPE - 18 IN DRAINAGE PIPE CULVERT HEADWALL 30 IN S&F INLET-OUTLET HEADWALL 18 IN CURB BOX INLET SUMMARY FABRIC GEOTEXTILE CLASS 2 FOR PIPE

SO YD 262 14 186 186 6 261 261 236 4 406 2607 265 172 24814EC 95 62 5 5 67 67 2 2 94 94 94 95 145 Ę

8 958 00

RS RS

S-14 R S-15 L	S-14 R	S-14 R	H	S-14 R	S-14 R	Н	S-13 R	+	S-13 R	S-13 R	S-13 R		S-11 R	Н	S-10 M	S-10 M	S-9 M	S-9 M	S-9 M		Н	-	S-6 R	S-6 R	Н		\$-6 R	S-6 R	S-6 R	S-5 R	S-5 R	Н	S-3 R	S-2 R	S-2 R	S-1 R	ID Road (ft)	
12+25 #VALUE!	12+25 #VALUE!	12+25 #VALUE!	12+25 #VALUE!	12+25 #VALUE!	12+25 #VALUE!	8+11 #VALUE!	8+11 #VALUE!	8+11 #VALUE!	8+11 #VALUE!	8+11 #VALUE!	8+11 #VALUE!	₩		5+50 #VALUE!	5+50 #VALUE!	5+50 #VALUE!	2+40 #VALUE!	2+40 #VALUE!	2+40 #VALUE!	2+00	ш		N/A #VALUE!	N/A #VALUE!	Ш	\Box			N/A #VALUE!	N/A #VALUE!	N/A #VALUE!	Н	0+20 #VALUE!	N/A #VALUE!	Ш	N/A #VALUE!	Station Point	
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M6-1P Horizontal Arrow M3-4P West	M1-5A State Route Sign (3 or 4 digit)	M3-4P West	M6-1P Horizontal Arrow	M1-5A State Route Sign (3 or 4 digit)	M3-2P East	M5-1P Advance Turn Arrow	M1-5A State Route Sign (3 or 4 digit)	t	M5-1P Advance Turn Arrow	M1-5A State Route Sign (3 or 4 digit)	M3-2P East	R6-1L One Way	.5-1 Do Not Enter	M6P U-Turn Symbol	M1-5A State Route Sign (3 or 4 digit)	M3-4P West	M6-2P Upward Left Diagonal	M1-5A State Route Sign (3 or 4 digit)	M3-4P West	Wr			M5-1P Advance Turn Arrow	M1-5A State Route Sign (3 or 4	M3-4P West	$^{+}$	MS-1P Advance Turn Arrow	State Ro	M3-2P East	M1-5A State Route Sign (3 or 4 digit)	M2-1P Junction	W3-1 Stop Ahead		M1-5A State Route Sign (3 or 4	Н	R5-1A Wrong Way	Code	Sign Description
Right	1642		Left	1642		Arrow Right	1642		Arrow Left	1642				Custom	914			914				ı	Arrow Right	914		6	Arrow Right	914		914				1642			Remarks	
30 X 21 24 X 12	45 X 36	36 x 18	×	45 × 36	36 X 18	30 × 21	45 X 36	36 X 18	30 X 21	45 X 36	36 X 18	×	36 X 36	30 X 21	45 X 36	36 X 18	30 X 21	45 X 36	36 X 18	36 X 24	×	36 X 12	21 X 15	24 X 30	24 X 12	×	×	24 X 30	24 X 12	24 X 30	21 X 15	X 36	36 X 36	45 X 36	30 X 21	36 X 24	(in x in)	
Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	White	Black	Black	Black	Black	Black	Black	White	White	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Red & Black	White	Black	Black	White	Symbol Color	
White White	White	White	White	White	White	White	White	White	White	White	White	White	Red	White	White	White	White	White	White	Red	Red	White	White	White	White	White	White	White	White	White	White	Yellow	Red	White	White	Red	Color	
XI 4.38 XI 2.00	×	XI 4.50		×	XI 4.50	Н	×	-	XI 4.38	×	XI 4.50			XI 4.38	×	XI 4.50		×	-		XI 9.0	-	XI 2.19	XI 5.00	XI 2.00			XI 5.00	XI 2.00	XI 5.00	XI 2.19	XI 9.00	XI 9.0	×	H	XI 6.00	Type 0.080 IN (SQ FT)	
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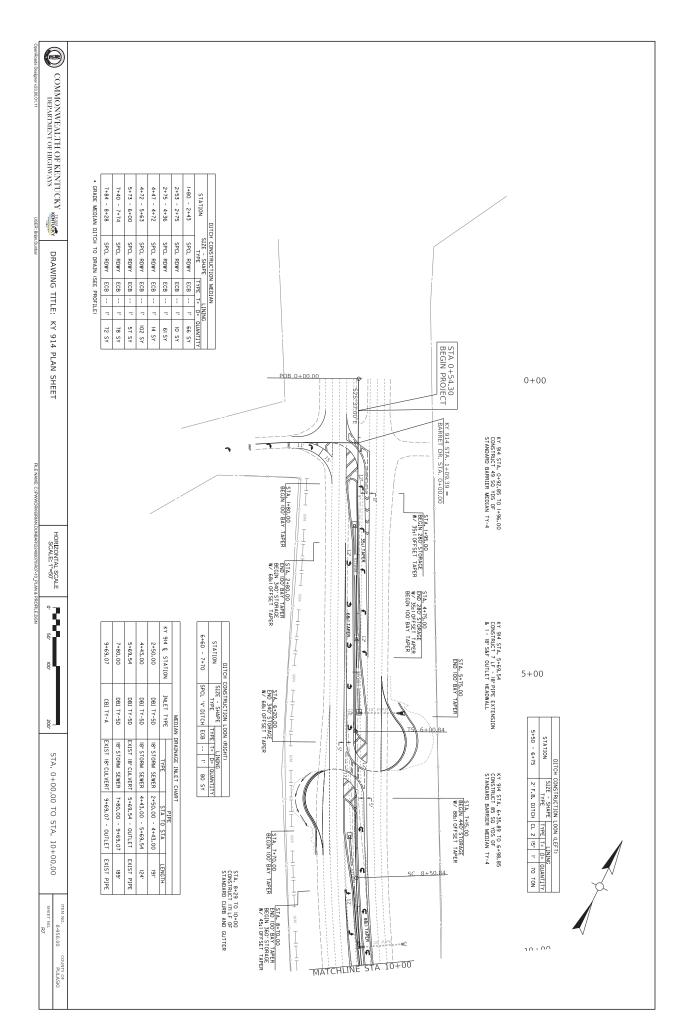
Page 1 of 4

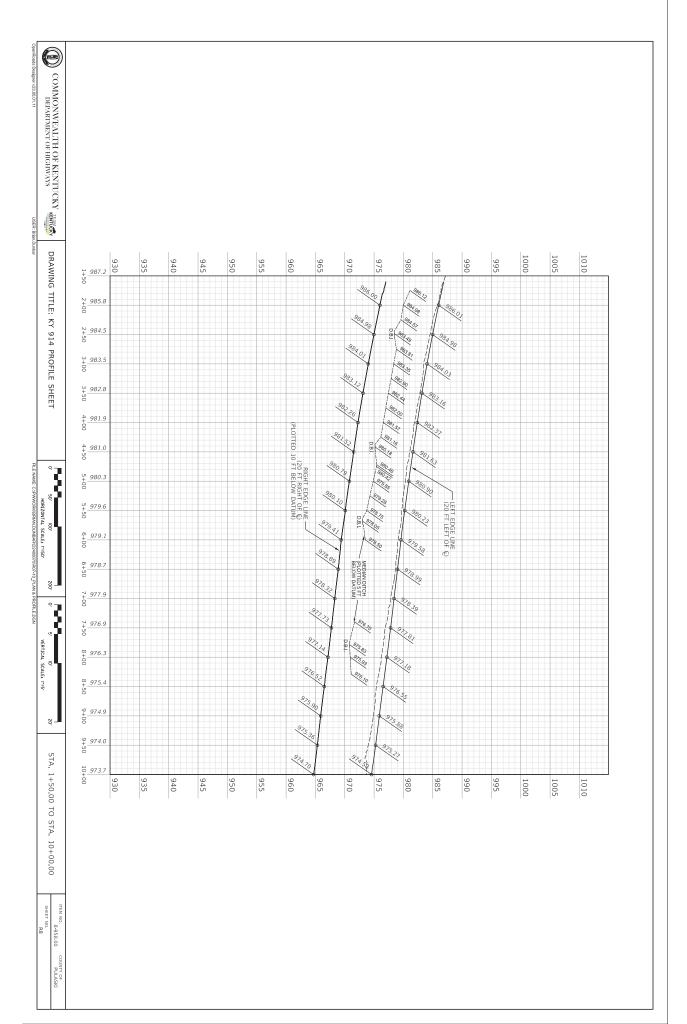
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M3-2P	D3 10	M1-5A	:	M3-2P	M6P	M1-5A	M3-4P	M6-2P	M1-5A	M3-2P	M4-5P	M6-2P	M1-5A	M3-4P	R6-1R	R1-1	R6-1R	M5-1P	M1-5A	M3-2P	M4-5P	M5-1P	M1-5A	M3-4P	M4-5P	M5-1P	M1-5A	M3-2P	M1-5A	M2-1P	W3-1	W3-1	R2-1	M1-5A		MUTCD Code		
No Lett/U-Turn East	No loft /II Tues	digit)	State Route Sign (3 or 4	East	U-Turn Symbol	State Route Sign (3 or 4 digit)	West	Upward Left Diagonal Arrow	State Route Sign (3 or 4 digit)	East	То	Upward Left Diagonal Arrow	State Route Sign (3 or 4 digit)	West	One Way	Stop	One Way	Advance Turn Arrow	State Route Sign (3 or 4 digit)	East	То	Advance Turn Arrow	State Route Sign (3 or 4 digit)	West	То	Advance Turn Arrow	State Route Sign (3 or 4 digit)	East	State Route Sign (3 or 4 digit)	Junction	Stop Ahead	Stop Ahead	Speed Limit XX	State Route Sign (3 or 4 digit)		Sign Description		Si
	Custom	1642	;		Custom	914			1642				914					Right	1642			Right	914			Right	914		914				45	1642		Sign Text / Remarks		Sign Summary
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Black	Dod & Black	Black	- !	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	White	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Red & Black	Red & Black	Black	Black	Color			Pulaski County
White	White	White		White	White	White	White	White	White	White	White	White	White	White	White	Red	White	White	White	White	White	White	White	White	White	White	White	White	White	White	Yellow	Yellow	White	White	color	nd	SHEETING	
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		11.25				11.25			11.25				11.25																						(SQ FT)	Signs	SBM Alum	914/KY1642
Stnd W/ Soll Plate	C+pd m/coil pla+a	Type D	,			Туре D			Type D				Туре D		Stnd w/Soil Plate	Stnd w/ Soil Plate			Туре D								Type D		Stnd w/Soil Plate	Stnd w/Soil Plate	Stnd w/ Soil Plate	Stnd w/ Soil Plate	Stnd w/Soil Plate	Stnd w/ Soil Plate		Installation Type		42
	100	Yes	: ;	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes				Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes								Bracing Req'd		HSIP
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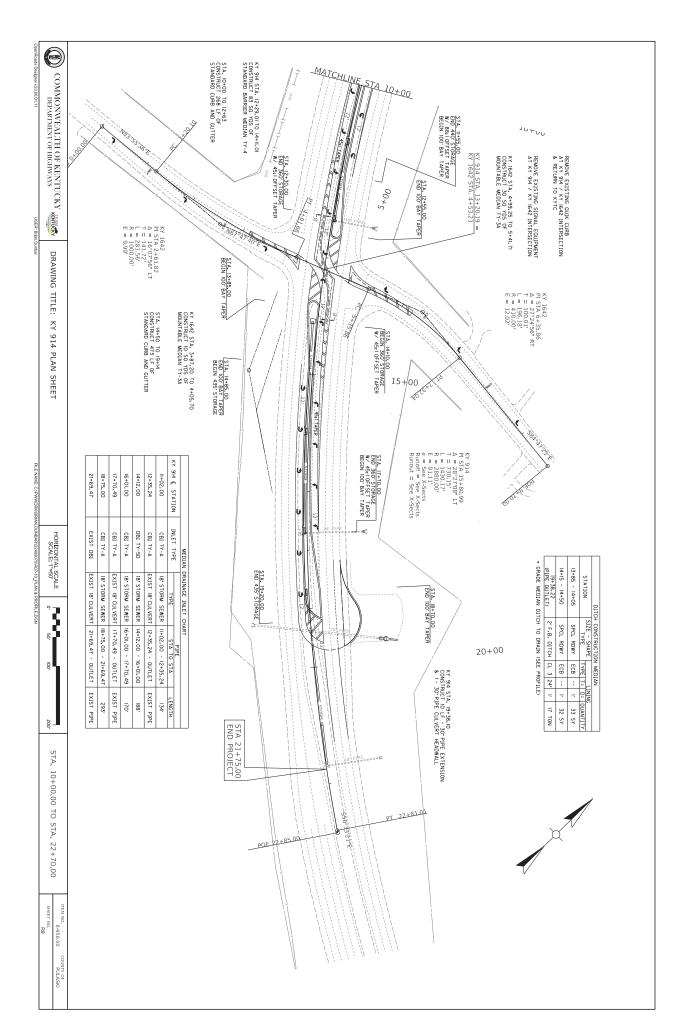
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																																					Offset (ft)	Approx	Sign
8+24	8+24	8+24	8+24	8+24	8+24	8+24	8+24	8+24	N/A	N/A	N/A	N/A	9+75	7+75	7+75	6+77	6+77	14+20	14+20	14+20	14+20	14+20	14+20	18+15	18+15	18+15	18+15	18+15	18+15	19+65	20+00	22+00	22+00	N/A	N/A	20+60	Approx Station	nrox Control	OCATION
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M3-4P	M4-5P	M5-1P	M1-5A	M3-2P	M4-5P	M5-1P	M1-5A	M3-4P	M1-5A	M2-1P	W3-1	W3-1	R2-1	M1-5A	M3-2P	D10-1	D10-1	M6-1P	M1-5A	M3-2P	M6-1P	M1-5A	M3-4P	M5-1P	M1-5A	M3-2P	M5-1P	M1-5A	M3-4P	R6-1L	R5-1	M1-5A	M2-1P	R5-1A	R2-1	M1-5A		MUTCD	
West	То	Advance Turn Arrow	State Route Sign (3 or 4 digit)	East	То	Advance Turn Arrow	State Route Sign (3 or 4 digit)	West	State Route Sign (3 or 4 digit)	Junction	Stop Ahead	Stop Ahead	Speed Limit XX	State Route Sign (3 or 4 digit)	East	Mile Marker (1 digit)	Mile Marker (1 digit)	Horizontal Arrow	State Route Sign (3 or 4 digit)	East	Horizontal Arrow	State Route Sign (3 or 4 digit)	West	Advance Turn Arrow	State Route Sign (3 or 4 digit)	East	Advance Turn Arrow	State Route Sign (3 or 4 digit)	West	One Way	Do Not Enter	State Route Sign (3 or 4 digit)	Junction	Wrong Way	Speed Limit XX	State Route Sign (3 or 4 digit)	Sign Description		Sig
		Right	914			Right	914		914				45	1642		Mile 4	Mile 4		1642			1642		Right	1642		Left	1642		Left		1642				914	Remarks	Sign Text /	Sign Summary
×	×	21 x 15	30 x 24	24 x 12	24 x 12	21 x 15	30 x 24	24 × 12	30 x 24	21 x 15	36 x 36	x 36	24 x 30	30 × 24	×	10 x 18	× :	30 x 21	×	36 x 18	30 x 21	45 x 36	36 x 18	30 x 21	45 x 36	×	30 x 21	45 x 36	×	×	36 x 36	45 x 36	×	×	36 x 48	45 x 36	Dimensions (in x in)	Sign	
Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Red & Black	Red & Black	Black	Black	Black	White	White	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	Black	White	Black	Black	White	Black	Black	Symbol Color	Text/	Pulaski
White	White	White	White	White	White	White	White	White	White	White	Yellow	Yellow	White	White	White	Green	Green	White	White	White	White	White	White	White	White	White	White	White	White	White	Red	White	White	Red	White	White	Background Color		
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2.00	2.00	2.19	5.00	2.00	2.00	2.19	5.00	2.00	5.00	2.19	9.00	9.00	5.00	5.00	2.00	1.25	1.25	4.38		4.50	4.38		4.50	4.38		4.50	4.38		4.50	3.00	9.00		4.38	6.00			Signs 0.080 IN (SQ FT)	Sheet	Route KY 9
																			11.25			11.25			11.25			11.25				11.25			12.00	11.25	Signs 0.125 IN (SQ FT)	Sheet	914/KY1642
							Туре D		Stnd w/ Soil Plate					Stnd w/ Soil Plate			Stnd w/Soil Plate		Туре D			Туре D			Type D			Туре D		Stnd w/ Soil Plate	Stnd w/Soil Plate	Stnd w/Soil Plate		Stnd w/ Soil Plate	Stnd w/Soil Plate	Stnd w/Soil Plate	Туре	Installation	42
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes										Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes								Req'd	Bracing	HSIP
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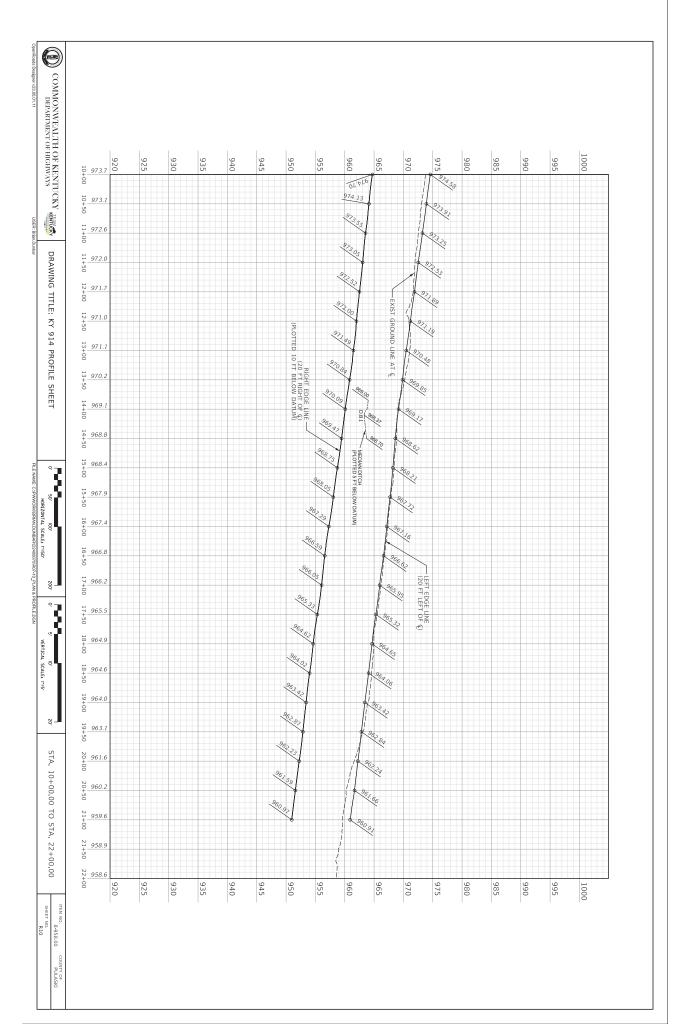
Sign Text / Dimensions							EACH	20	20 1 4 2 2				203.30	Spiri Alum Sheet Signs O.123 INCH	JUNIA					
sele Approx. Ap						•	TAGE IF	988	it - Type 1	Steel Pos		SQFT	504.18	lum Sheet Signs 0.080 INCH	SBM A					
Self Approx App								1 1	mary of Iter	Sum				Summary of Items						
Self Not																				
Substance Subs			12	2		Stnd w/Soil Plate	12.00		×	White	Black	×	55	Speed Limit XX	R2-1		#VALUE	N/A	_	S-52
Side Approx App			12	2		Stnd w/ Soil Plate	11.25		×	White	Black	×	914	State Route Sign (3 or 4 digit)	M1-5A		#VALUE	N/A	_	S-51
Side Approx App								4.50	×	White	Black	×		West	M3-4P	_	#VALUE	N/A	_	S-51
Self Approx Approx Approx Fachis Fachis Ordinaria Ordinaria Fachis Ordinaria Ordina			12	1		Stnd w/ Soil Plate		3.00	×	White	Black	36 × 12	Right	One Way	R6-1R	İ		1+26	Μ	S-50
Substitution Subs			12	1		Stnd w/ Soil Plate		9.00	×	Red	White	36 x 36		Do Not Enter	R5-1	_		1+90	L	S-49
Side Approx Approx Approx Facing MATCO Facing Sign Description Sign Teax			12	1		Stnd w/ Soil Plate		6.00	×	Red	White	36 x 24		Wrong Way	R5-1A	_		5+00	_	S-48
Side Approx Approx Facing of Origin Approx Facing of Origin Approx Approx Approx Approx Approx Approx Facing of Origin Approx			12	2		Stnd w/ Soil Plate	6.00		×	White	Black	48 x 18	Left	One Way	R6-1L			6+60	_	S-47
Side Approx App			12	1		Stnd w/Soil Plate		9.00	×	Red	White	36 x 36		Do Not Enter	R5-1			6+90	٦	S-46
Side Approx App					Yes			4.38	×	White	Black	30 x 21	Custom	U-Turn Symbol	M6P			7+87	3	S-45
Sign Decimination Sign Sign Decimination Sign		14		1	Yes	Туре D	11.25		×	White	Black	×	1642	State Route Sign (3 or 4 digit)	M1-5A			7+87	≤	S-45
Sign					Yes			4.50	×	White	Black	×		West	M3-4P		ᆫ	7+87	Z	S-45
Sign					Yes			4.50	×	White	Black	×		То	M4-5P	_	ı	7+87	3	S-45
Side Approx Approx Approx Fache Approx Fache Approx Appro					Yes			4.38	×	White	Black	×	Custom	U-Turn Symbol	M6P	_	ı	7+87	3	S-45
Sign		14		ъ	Yes	Туре D	11.25		×	White	Black	×	914	State Route Sign (3 or 4 digit)	M1-5A			7+87	≤	S-45
Side Approx Approx Approx Approx Approx Fashing of Offset Offset Offset Sation Offset Offset Sation Offset Sation Offset O					Yes			4.50	×	White	Black	×		East	M3-2P	-	ᆫ	7+87	Ζ	S-45
Side Approx App			12	1		Stnd w/Soil Plate		6.00	×	Red	White	×		Wrong Way	R5-1A	İ		11+90	L	S-44
Side Approx of Offset Station of Offset Approx Approx Approx Approx Approx Approx Approx Approx Approx Approx Approx Approx Approx Approx Approx Mile Traffic Code Facing Offset Station Offset					Yes			4.38	×	White	Black	×		Upward Left Diagonal Arrow	M6-2P			11+80	3	S-43
Side Approx App		14		ъ	Yes	Туре D	11.25		×	White	Black	×	1642	State Route Sign (3 or 4 digit)	M1-5A			11+80	≤	S-43
Sign Approx App					Yes			4.50	×	White	Black	×		West	M3-4P	_		11+80	Z	S-43
Side Approx App					Yes			4.50	×	White	Black	×		То	M4-5P	_	-	11+80	≤	S-43
Side Approx App					Yes			4.38	×	White	Black	×		Upward Left Diagonal Arrow	M6-2P			11+80	Z	S-43
Sign Approx App		14		1	Yes	Туре D	11.25		×	White	Black	×	914	State Route Sign (3 or 4 digit)	M1-5A	-		11+80	3	S-43
Sign Approx App					Yes			4.50	×	White	Black	×		East	M3-2P	_		11+80	≤	S-43
Sign Approx App			12	1		Stnd w/ Soil Plate		3.00	×	White	Black	×	Right	One Way	R6-1R	_	_	12+57	3	S-42
Side Approx Offset Station Point Traveling (It) Read (It) Sign Description Point (It) Sign Description of Offset Station (It) Read (It) Sign Description Point (It) Sign Description (It) Sign Description Point (It) Sign Description (It) Sign Text (It) Dimensions Symbol (It) Sign Text (It) Dimensions Symbol (It) Sign Text (It) Dimensions Symbol (It) Sign Text (It) Dimensions Symbol (It) Sign Symbol (It) Sign Extract (It) Dimensions Symbol (It) Sign Extract (It) Dimensions Symbol (It) Sign Extract (It) Sign Sign Sign Sign Sign Sign Sign Sign			12	1		Stnd w/ Soil Plate		9.00	×	Red	White	36 x 36		Stop	R1-1	_		5+24	١	S-41
Side Approx of Offset Road Approx Approx (ft) Approx Approx (ft) Facing Offset Road MITCD Sign Description Sign Description of Offset Road Sign Text (in x in) of Offset Road Color (ft) Text (in x in) of Offset Road Sign Symbol (in x in) of Offset Road Sign Symbol (in x in) of Regards Sign Symbol (in x in) of Regards Sign Text (in x in) of Regards Symbol Color of Regards Sign Symbol (in x in) of Symbol (in x in) of Regards Sign Symbol (in x in) of Symbol (in x in) of Regards Sign Symbol (in x in) of Symbol								3.00	×	White	Black	36 x 12	Right	One Way	R6-1R	_		5+24	_	S-41
Side Approx Approx Mile Tartfic Code (ft) Point Taveling L 2 Mal-Sa (alignt) Remarks L					Yes			2.19	×	White	Black	21 x 15	Right	Advance Turn Arrow	M5-1P			8+24	L	S-40
Side Approx. Approx. Mile Traffic Code (ft) Point Traveling (ft) Point Traveling (ft) Point (ft) Po				1	Yes	Туре D		5.00	×	White	Black	×	1642	State Route Sign (3 or 4 digit)	M1-5A			8+24	٦	S-40
Sign Sheet Sheet	Req'd (incdntl to post)		Length of 2" Post (ft)		Req'd	Type	Signs 0.125 IN (SQ FT)	Signs 0.080 IN (SQ FT)	Sheeting Type	Background Color	Symbol Color	Dimensions (in x in)	Sign Text / Remarks	Sign Description	Code					
	tiffene		Estimated					Sheet				Sign	2		,	\dashv			.	

Telephone Manho		Telephone Manhole 『正極日』
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oww Telephone Boo	W Telephone Booth	W Telephone Booth
000 Survey Stone Mark	Survey Stone Marker	Survey Stone
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(EMH) Survey N	Survey Nail	
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COMMONWEALTH OF KENTUCKY TRANSOF DEPARTMENT OF HIGHWAYS

DRAWING TITLE: TRAFFIC CONTROL NOTES

GENERAL NOTES

- TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE STANDARD SECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS. CURRENT EDITIONS.
- EXCEPT FOR THE RODAWAY AND TRAFTIC CONTROL BID ITEMS LISTED, ALL ITEMS OF MORE MEDESSARY TO MAINTAINA AND CONTROL TRAFFIC WILL BE FAID AT THE LIMP SUM BID PRICE TO "MAINTAIN AND CONTROL TRAFFIC WILL BE FAID AT THE LIMP SUM BID PRICE TO "MAINTAIN AND CONTROL TRAFFIC" SHALL ALSO THERWISE RODIDED FOR IN THESE NICES. THE LIMP SUM BID TO "MAINTAIN AND CONTROL TRAFFIC SHALL ALSO INCLUDE, BUT IS NOT LIMITED TO, THE FOLLOWING ITEMS AND OPERATIONS:
- A. ALL LABOR AND MATERIALS NECESSARY FOR CONSTRUCTION AND MAINTENANCE OF TRAFFIC CONTROL DEVICES AND MARKINGS.
- B. ALL FLAPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, SIGNA BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS (STEEL DRUMS WILL NOT BE FERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCO OR THE ENGINEER.
- ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERT OF THE CONTRACTOR WHEN NO LONGER NEEDED.
- THE CONTRACTOR SHALL COMPELETLY COMER MAY SIGNS, ETHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERTY APPLY TO THE CURRENT TRAFFIC PHASING, AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
- THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO DEE ANY LAME COLOURES, CORSOVERS OR BETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR. IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF
- IF THE CONTRACTOR DESIRES TO DEVANTE FROM THE TRAFFIC CONTROL SCHEWE AND CONSTRUCTION SCHEDULE.
 OUTLINED IN HEESE PLANS MAD THIS PROPOSAL, HE SHALL PEPARE MA ALTERNATE PLAN AND PRESENT IT IN
 METTING TO THE ENCINEER, THIS ALTERNATE PLAN CAN BE USED ONLY AFTER REVIEW AND APPROVAL OF THE
 DIVISIONS OF TRAFFIC, DESIGN AND CONSTRUCTION, AND THE FEDERAL HIGHWAY ADMINISTRATION, WHERE
 APPLICABLE.
- IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RIAN ARRIVES AT 1 HE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS OUTCRLY AS POSSIBLE.
- SIGNS SHALL BE PAID FOR BY THE SOUARE FOOT. THIS QUANTITY SHALL INCLUDE SIGN MOUNTING HARDWARE AND POSTS.
- 10. REASONABLE MEANS OF INGRESS AND EGRESS SHALL BE MAINTAINED TO ALL PROPERTIES WITHIN THE PROJECT LIMITS. ACCESS TO FIRE HYDRANTS MUST ALSO BE MAINTAINED AT ALL TIMES.

PROJECT SPECIFIC NOTES

- 1. CONSTRUCTION OF THE KY 914 LEFT TURN & U-TURN LANES SHALL CONSIST OF 5 PHASES, DESCRIBED AS FOLLOWS:
- PHASE I: INSTALL MEDIAN DRAINAGE CONSISTING OF DROP BOX INLETS, CURB BOX INLETS, AND STORM SEWER PIPE.
- PHASE 2: DIG OUT MEDIAN AND CONSTRUCT CSB LAYER AND BOTTOM ASPHALT BASE LAYER, CONSTRUCT CURB & GUTTER, CONSTRUCT FINAL TWO ASPHALT BASE LAYERS.
- PHASE 3: CONSTRUCT PIPE EXTENSIONS AT LOONS, PERFORM EARTHWORK AT LOONS CONSTRUCT CSB LAYER AND ASPHALT BASE LAYERS AT LOONS.
- PHASE 4. MILL SURFACE (1.50°) OF EXISTING LEFT TURN LAMES, CONSTRUCT ASPHALT SURFACE OVERALY FOR MEDIAN TURN LAMES AND CONSTRUCT ASPHALT SURFACE AT LOOKS, ALSO, CONSTURCT STANDARD BARRIER MEDIAN AND MOUNTABLE MEDIAN ISLANDS IN THIS PHASE.
- PHASE 5: INSTALL PAVEMENT STRIPING AND PAVEMENT MARKINGS AS WELL AS OTHER MISCELLANEOUS ITEMS.
- ALL LANE SHIFTS SHALL BE DONE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- THE CONTRACTOR SHALL ENGINE THAT ALL LANES ARE PROPERLY STRIPED BEFORE ANY LINE SHIFTS ARE PERMITTED. ANY CONFLICTING PAVENENT MARKINGS SHALL BE REMOVED BY MATER BLASTING.
- TEMPORARY SIGNING ALONG WITH TRAFFIC BARRELS, SPACED AT 40 FT INTERVALS, WILL BE REQUIRED DURING THE CONSTRUCTION OF THIS PROJECT AND SHALL MEET THE REQUIREMENTS OF THE MOTCD.
- EXISTING LANE MARKINGS SHALL BE REMOVED BY WATER BLASTING WHERE EXISTING MARKINGS CONFLICT WITH TEMPORARY LANE MARKINGS WHEN EXISTING PAVEMENT IS
- THE SPEED LIMIT THRU THE CONSTRUCTION ZONE SHALL BE REDUCED TO 45 MPH KY 914 & 35 MPH ON KY 1642. SIGNING IN ACCORDANCE WITH THE MUTCD SHALL
- NO WORK WILL BE ALLOWED ON THE FOLLOWING DATES: LABOR DAY WEEKEND (FRIDAY, AUGUST 29, 2025 MONDAY, SEPTEMBER I, 2025)

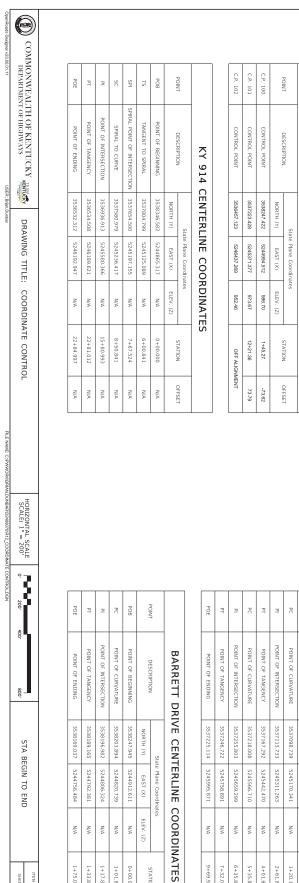
- A PAVEMENT EDGE THAT TRAFFIC IS NOT EXPECTED TO CROSS, EXCEPT ACCIDENTALLY, SHOULD BE TREATED AS FOLLOWS:
- LESS THAN TWO INCHES NO PROTECTION REQUIRED. WARNING SIGNS SHOULD BE PLACED IN ADVANCE AND THROUGHOUT THE DROP-OFF AREA.
- TWO TO FOUN NICHES, PLASTIC DRUMS, VERTICAL PARKES, OR BARBICADES EVERY 100 FEET ON VANGEMY SECTIONS FOR SPEETS OF 50 MAY OR GREATER. CORES MAY BE LISED IN PACE OF PLASTIC DRUMS, PARKES AND BARRICADES DURING DAYLIGHT JUNUS. FOR TAMBERT SECTIONS WITH SPEED, ELEST THAN 50 MAY AND FOR CURYES, DEPICES SHOULD BE PLACED EVERY 50 FEET, SPACING OF DEVICES ON TARRED SECTIONS SHOULD BE IN ACCORDANCE WITH THE MANUAL ON UNITORN TRAFFIC CONTROL DEVICES. CURRENT EDITION.
- GREATER THAN FOUR INCHES POSITIVE SPARATION OR WEDGE WITH 3:1 OR FAITTER SLOPE MEEDED. IF THERE IS FIVE FEET DO MORE DISTANCE BETWEEN THE EDGE OF THE PAYMENT HAD THE DISPONDET THEN DRIMS, PANEL, OR BARRICADES MAY BUSED. IF THO THE DISPONDET THEN DRIMS, PANEL, OR BARRICADES MAY BUSED. IS TRONGLY ENCOURAGED. IF CONCRETE BARRIERS ARE USED. SPECIAL REFLECTIVE DEVICES OR STEADY BURN LIGHTS SHOULD BE USED FOR OVERNUCHT INSTALLATIONS.

FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN FOUR LINCHES MAY BE PROTECTED WITH PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE

LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.

PAYMENT WILL BE ALLOWED FOR CSB MATERIAL USED FOR WEDGING

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5	NO. 8-958.00
	COUNTY



C.P. 100 C.P. 100 BARRETT DRIVE BARRETT DRIVE PI STA 1+17.87 A = 03.3944 UT T = 15.99 E = 300.000 E = 0.260	0+00
10+ 10+ 10+ 10+ 10+ 10+ 10+ 10+	RY 91, 15+80.90 P 15TA, A = 282,7168* LT
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BASIS OF ELEVATIONS

Coordinates are based on State Plane Coordinate System Single Zone and in U.S. Survey Feet. Coordinates for horizontal control were obtained from GPS methods and adjusted to the National NAD83/FBN System.

COORDINATE SYSTEM

Elevations were derived from GPS methods and are adjusted to the NAVD88 Vertical Datum. Geoid model used was Geoid18.

KY 1642 CENTERLINE COORDINATES	CENTERL	INE COC	RDINATE	<u>:</u> S	
DECORPTION	Sta	State Plane Coordinates	ites	NOTATION	
DESCRIPTION	NORTH (Y)	EAST (X)	ELEV. (Z)	SIMILON	
NT OF BEGINNING	3537086.031	5245050.911	N/A	0+00.000	
IT OF CURVATURE	3537098.739	5245170.341	N/A	1+20.104	
OF INTERSECTION	3537113.733	5245311.263	N/A	2+61.821	
NT OF TANGENCY	3537167.292	5245442.470	N/A	4+01.664	
IT OF CURVATURE	3537218.008	5245566.710	N/A	5+35.857	
F OF INTERSECTION	3537255.803	5245659.299	N/A	6+35.862	
NT OF TANGENCY	3537246.722	5245758.891	N/A	7+32.037	

N/A N/A N/A N/A N/A

N/A

OFFSET

N/A

Z/A

C.P. 101 C.P. 100

CONTROL POINT CONTROL POINT DESCRIPTION

3537223.428 3538247.422 NORTH (Y)

5245371.377

973.67

12+21.36

73.79 -73.62

PC

PŢ ₽ PC POB POINT

5244994.512 EAST (X)

986.70

ELEV. (Z)

STATION 1+45.27

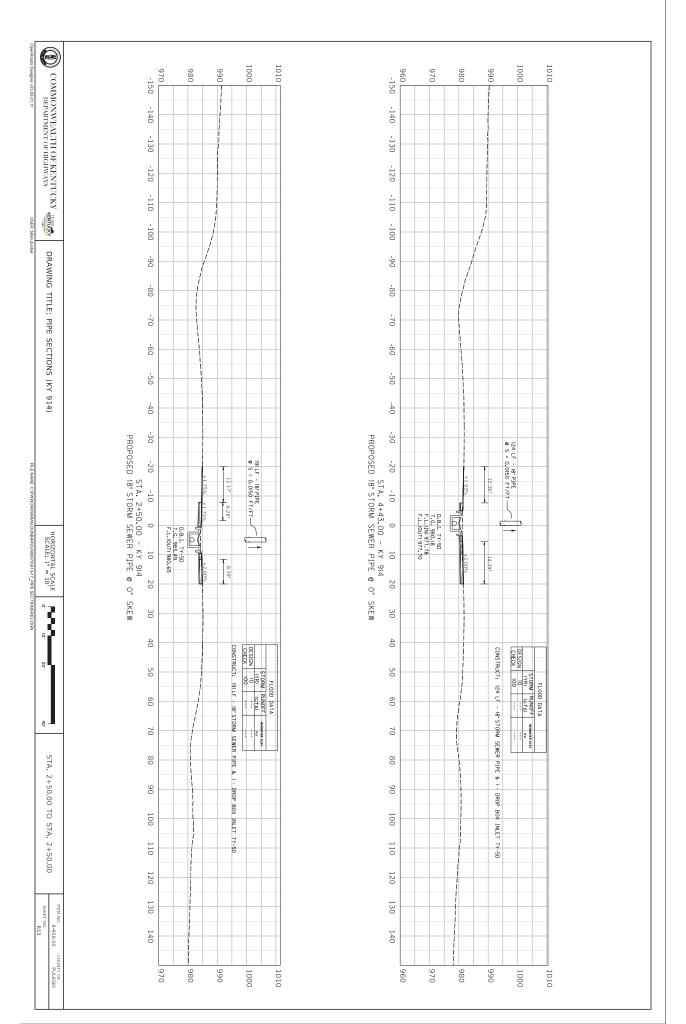
OFFSET

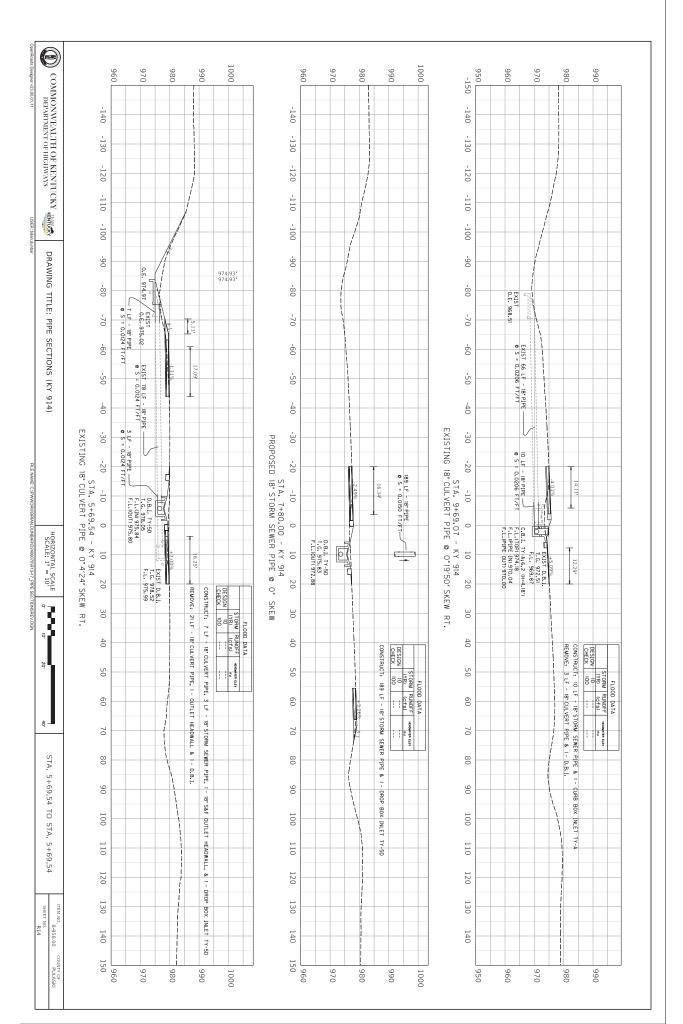
POINT

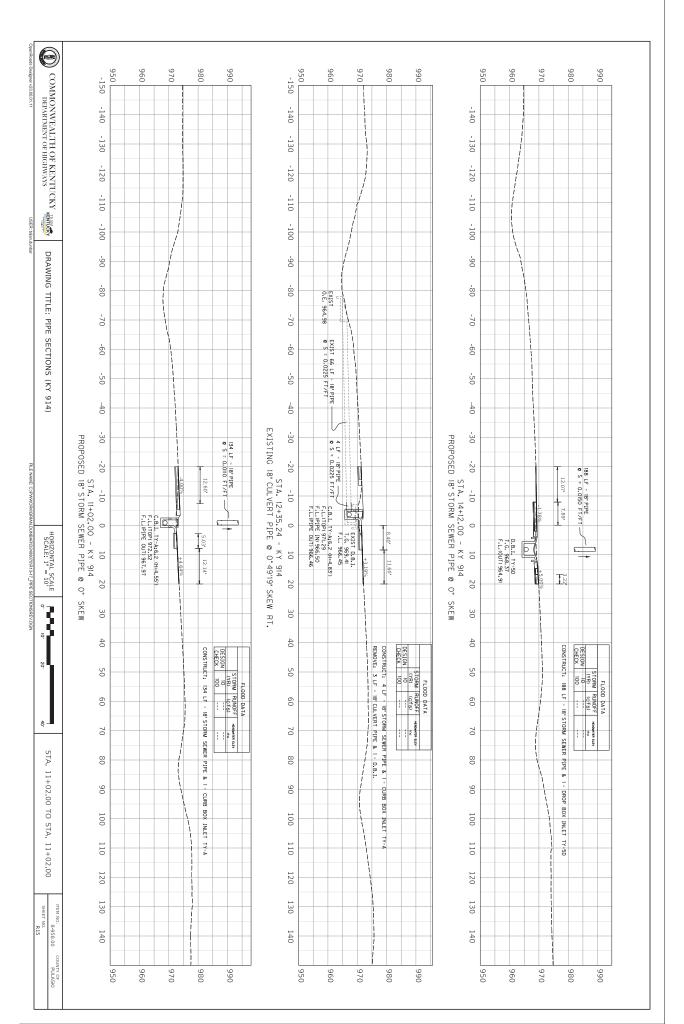
COORDINATE CONTROL POINTS

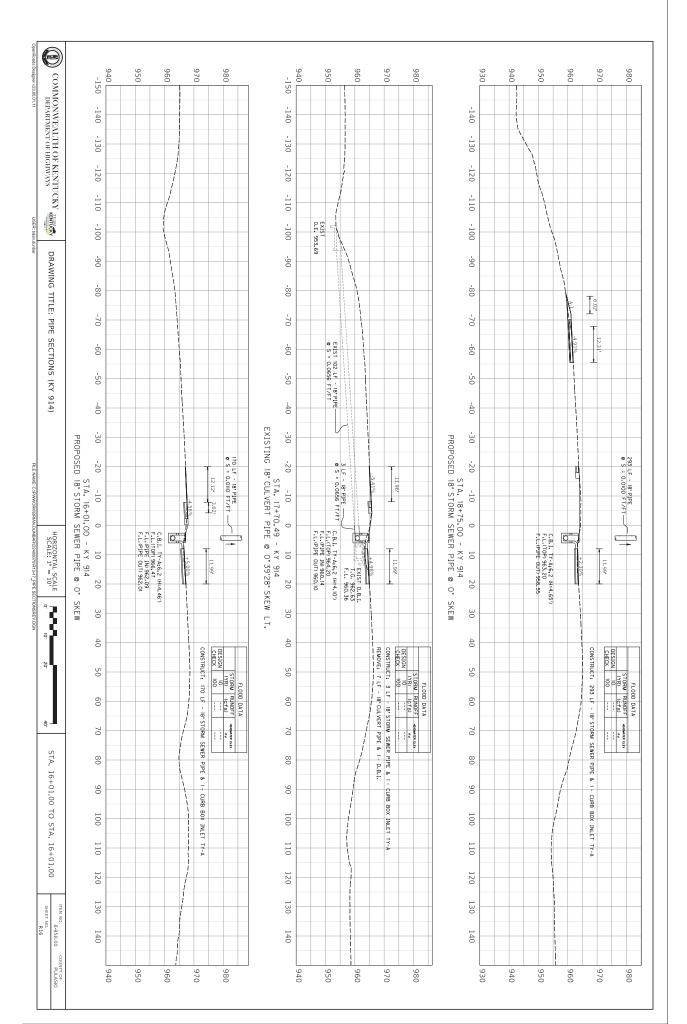
POINT	NOLEGEBOOK	Sta	State Plane Coordinates	ites	MOLEVES	Hasaac
SIN I	CEUCATTION	NORTH (Y)	EAST (X)	ELEV. (Z)	OLATION	Office
POB	POINT OF BEGINNING	3538247.945	3538247.945 5244912.611	N/A	0+00.000	W/N
PC	POINT OF CURVATURE	3538203.894	5244820.739	N/A	1+01.888	W/N
PI	POINT OF INTERSECTION	3538196.982	5244806.324	N/A	1+17.873	N/A
PT	POINT OF TANGENCY	3538189.165	5244792 381	N/A	1+33.847	N/A
POE	POINT OF ENDING	3538169.037	5244756.484	N/A	1+75.003	N/A

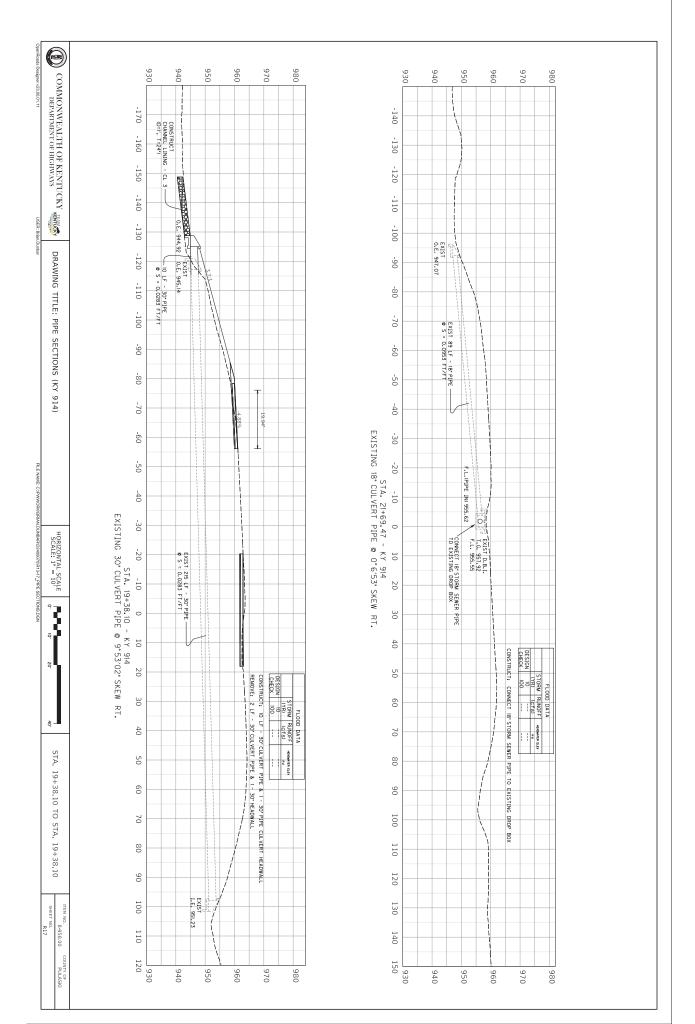
ITEM NO. 8-958.00 SHEET NO. R12

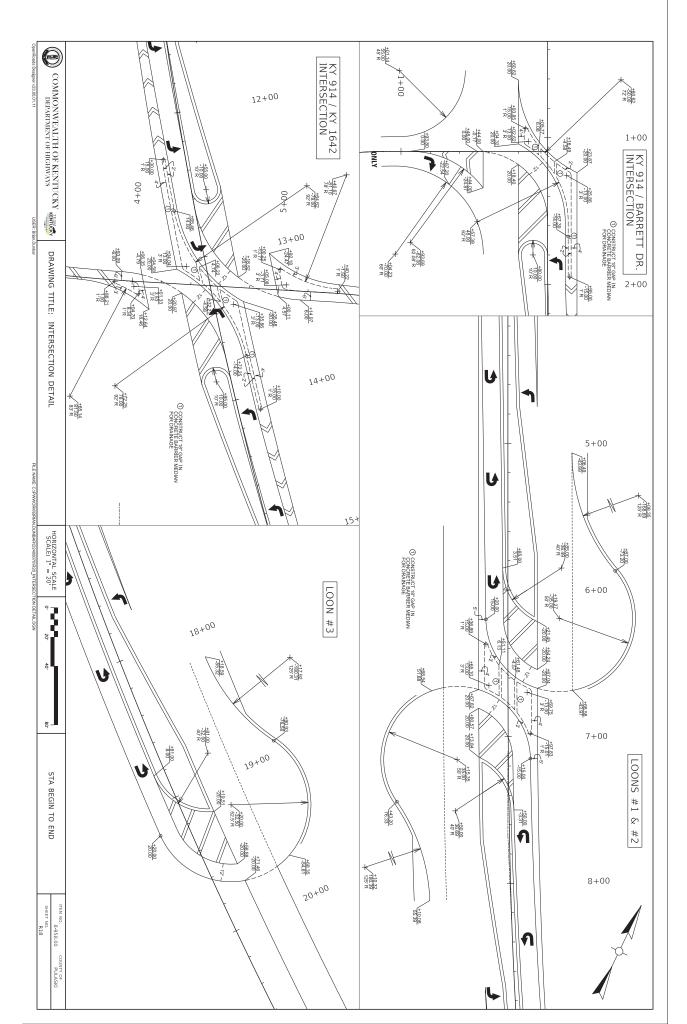


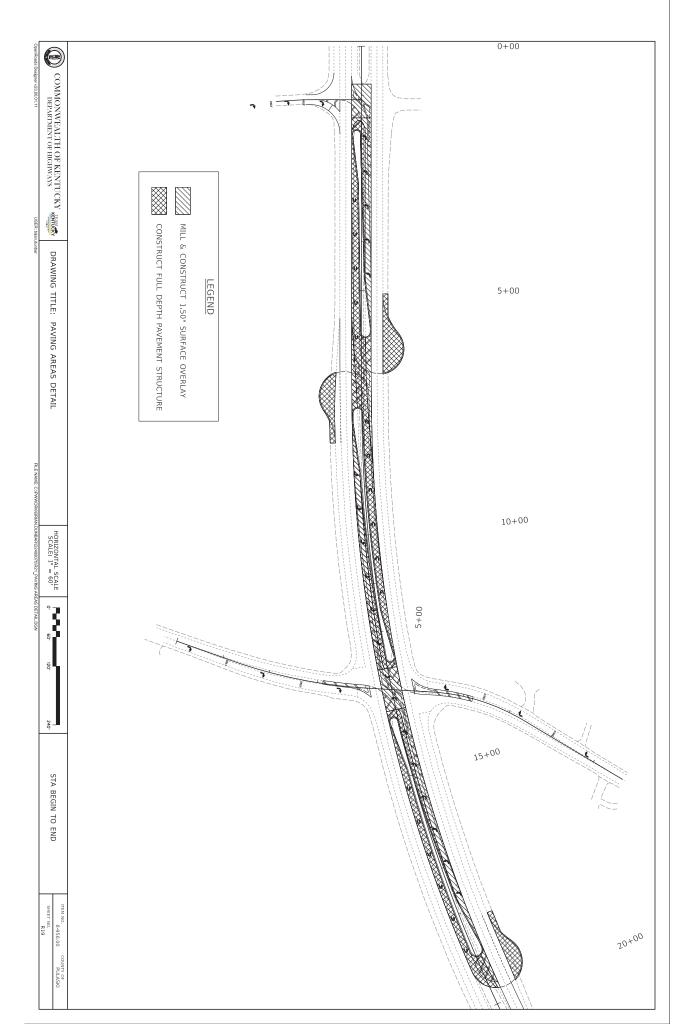


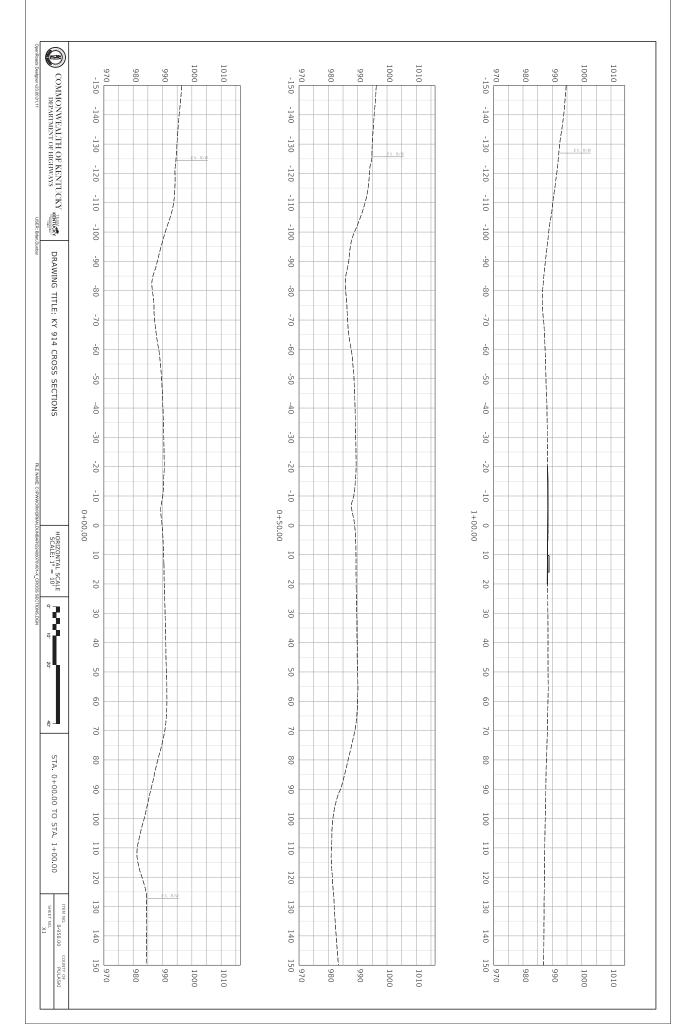


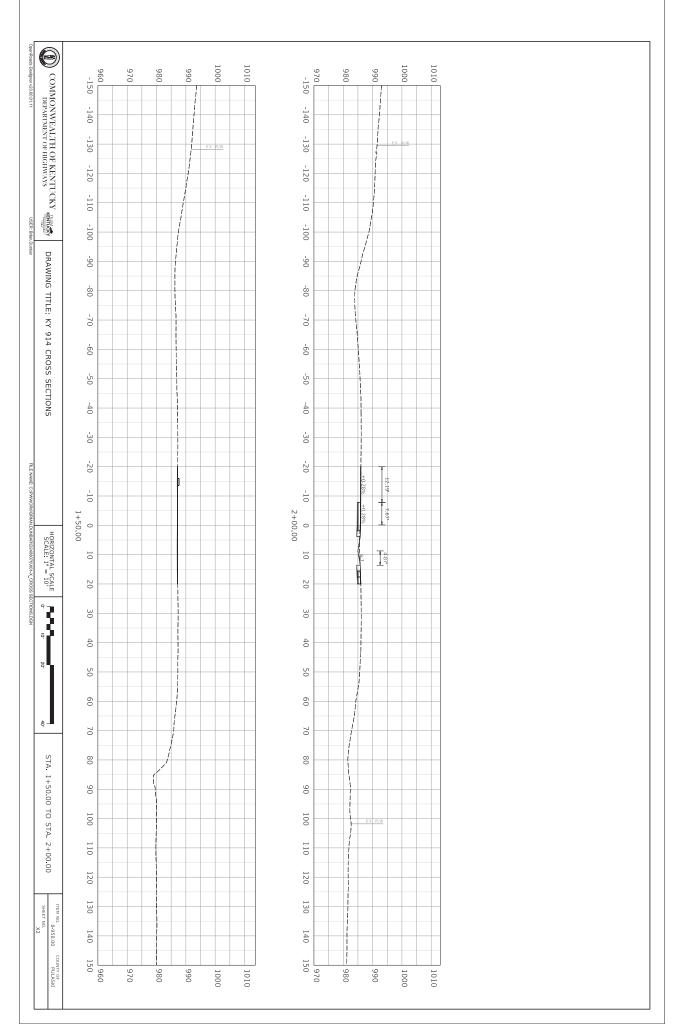


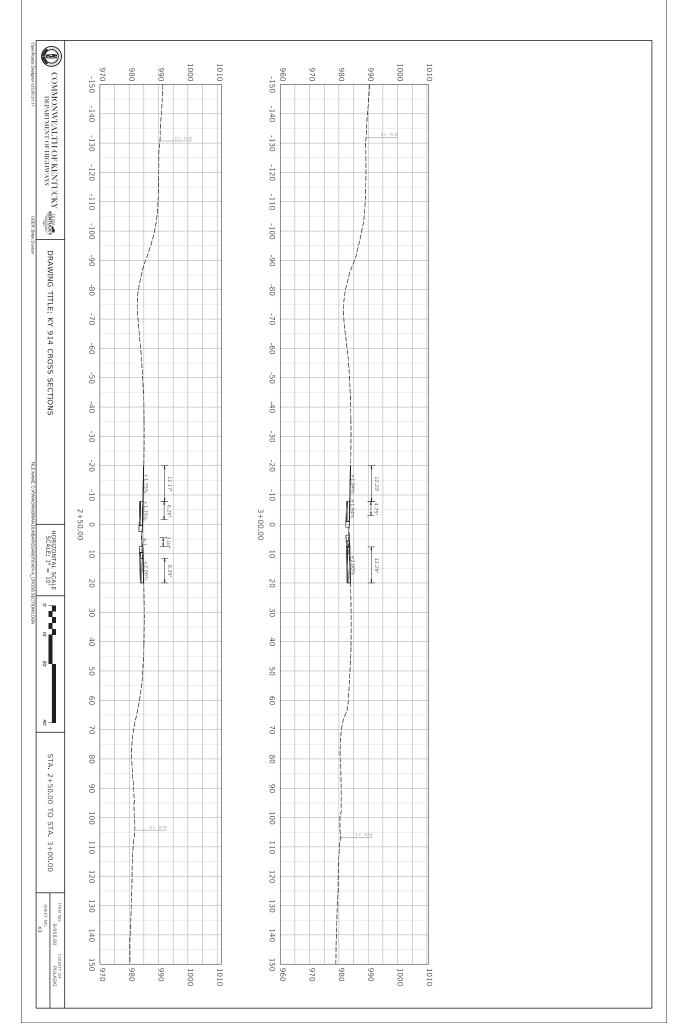


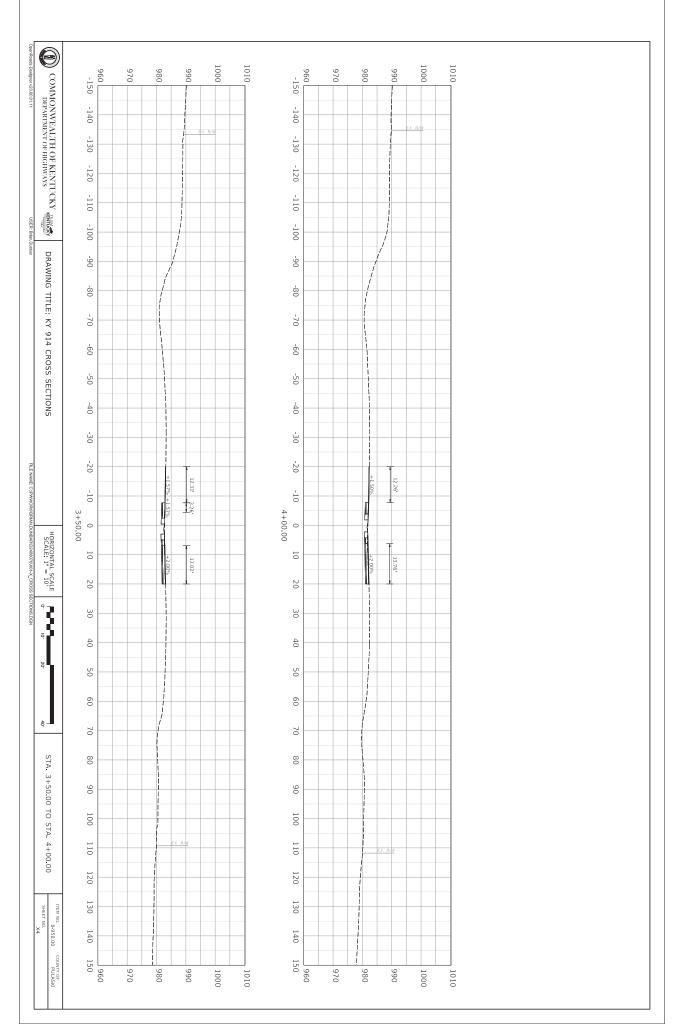


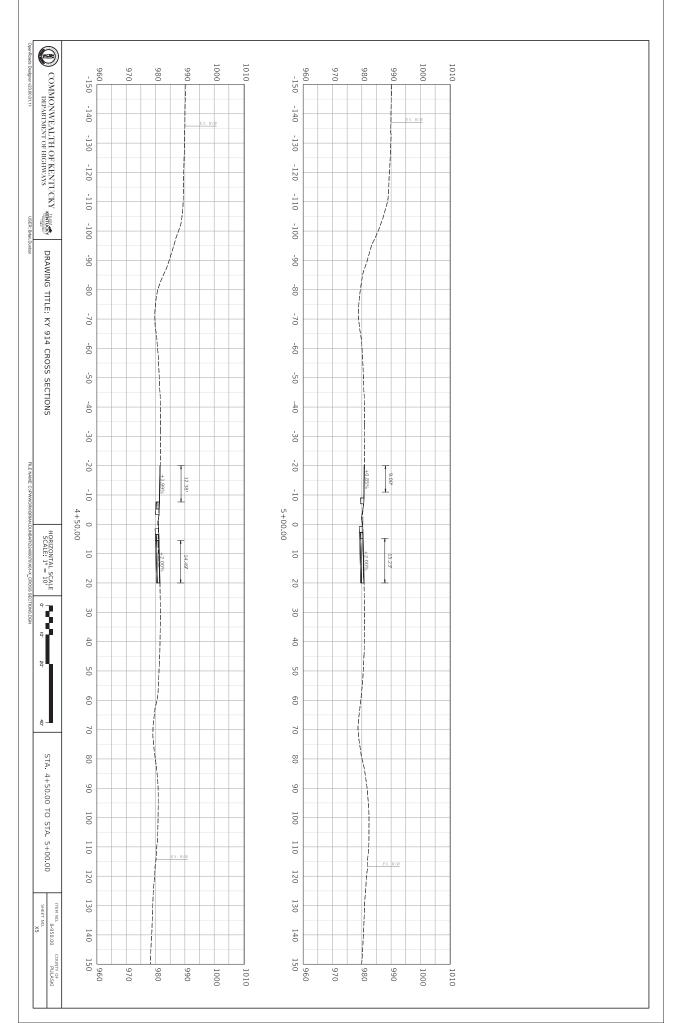


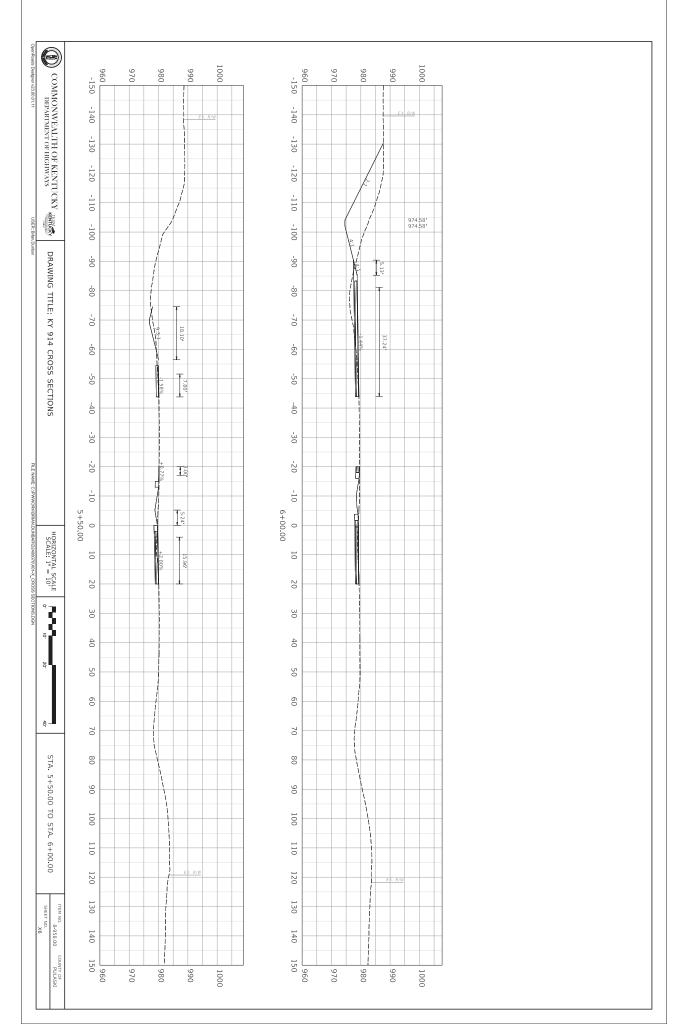


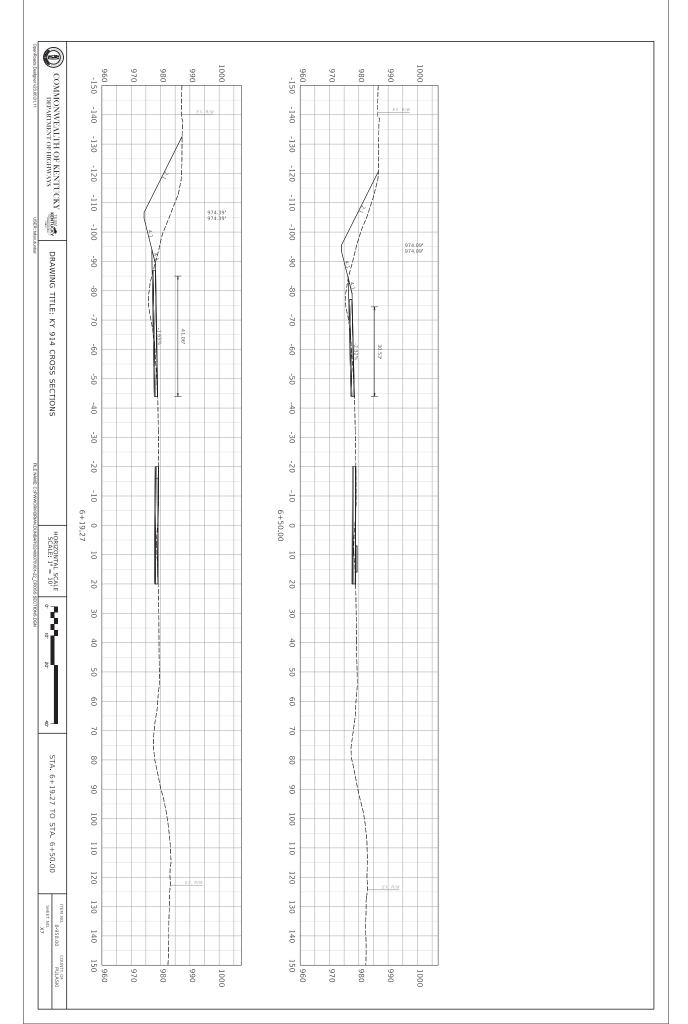


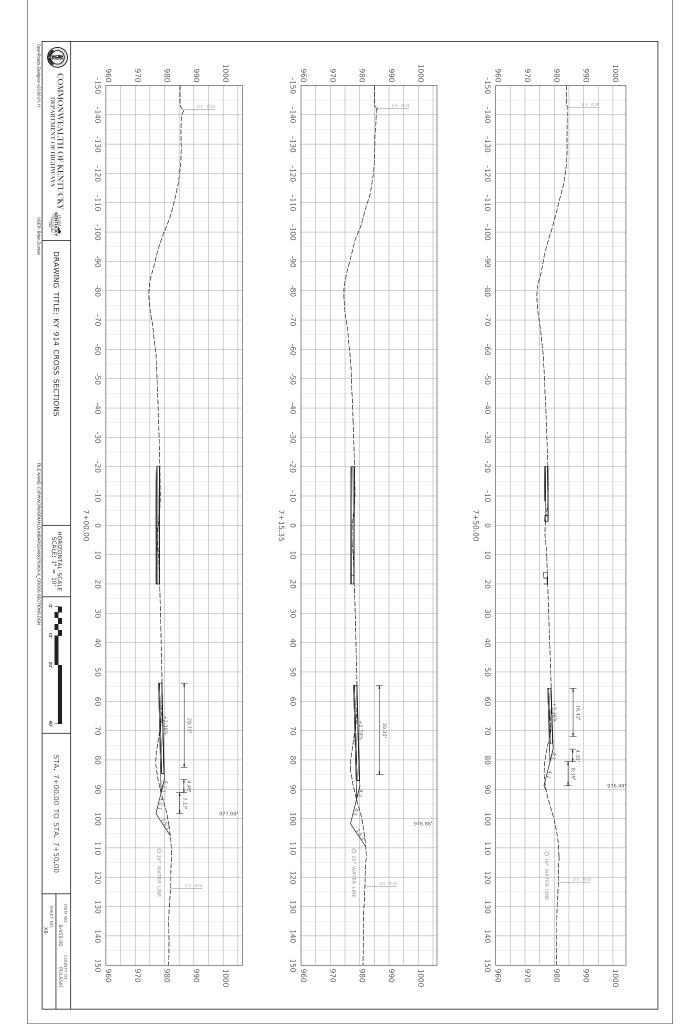


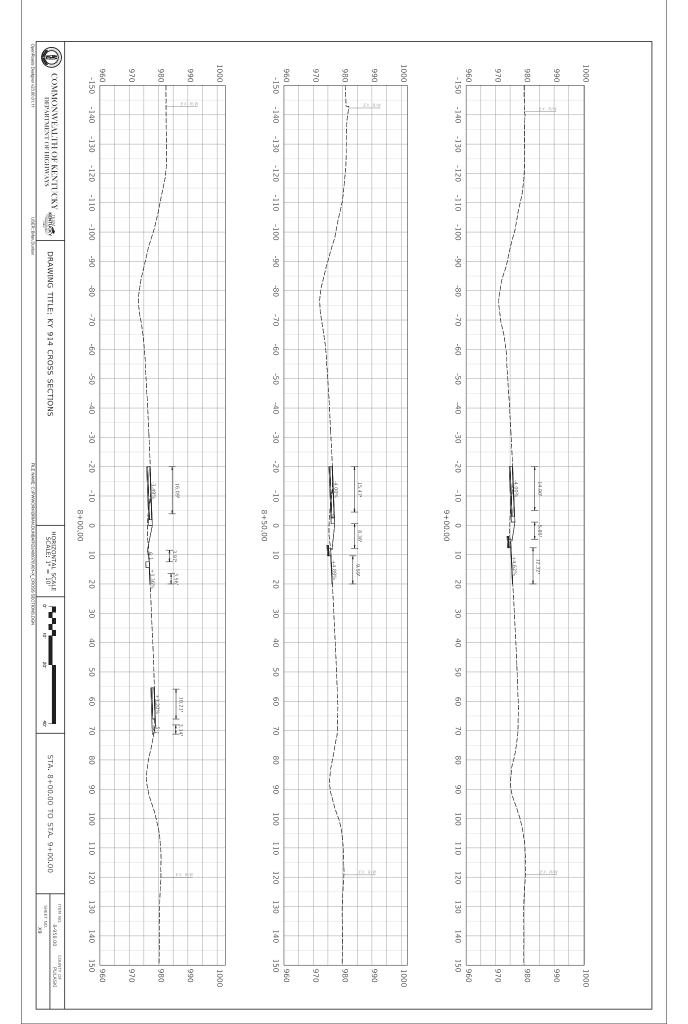


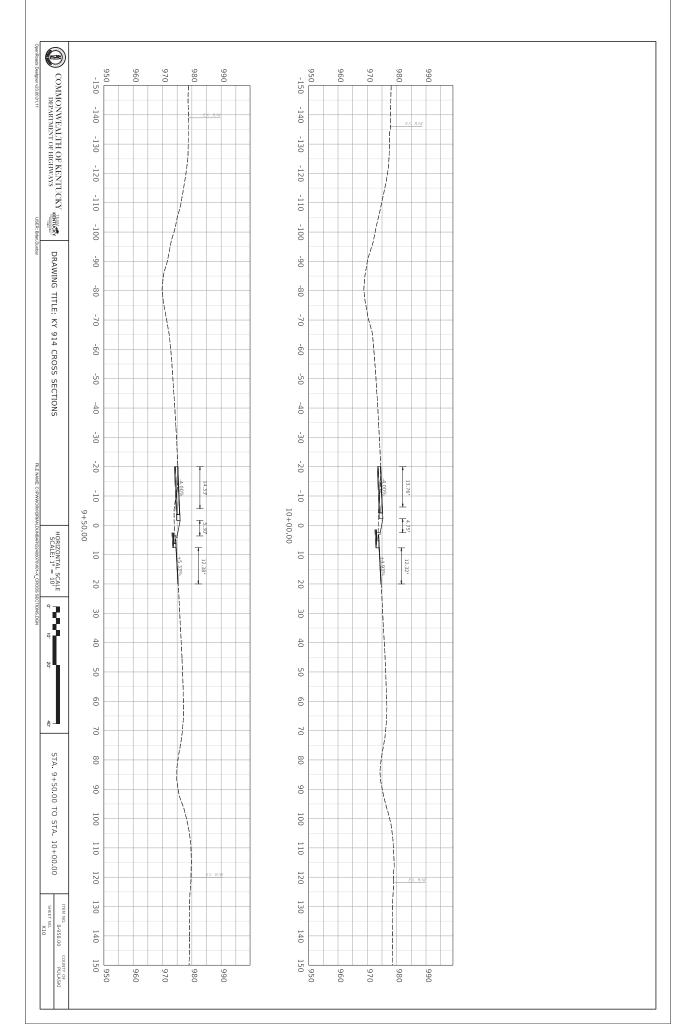


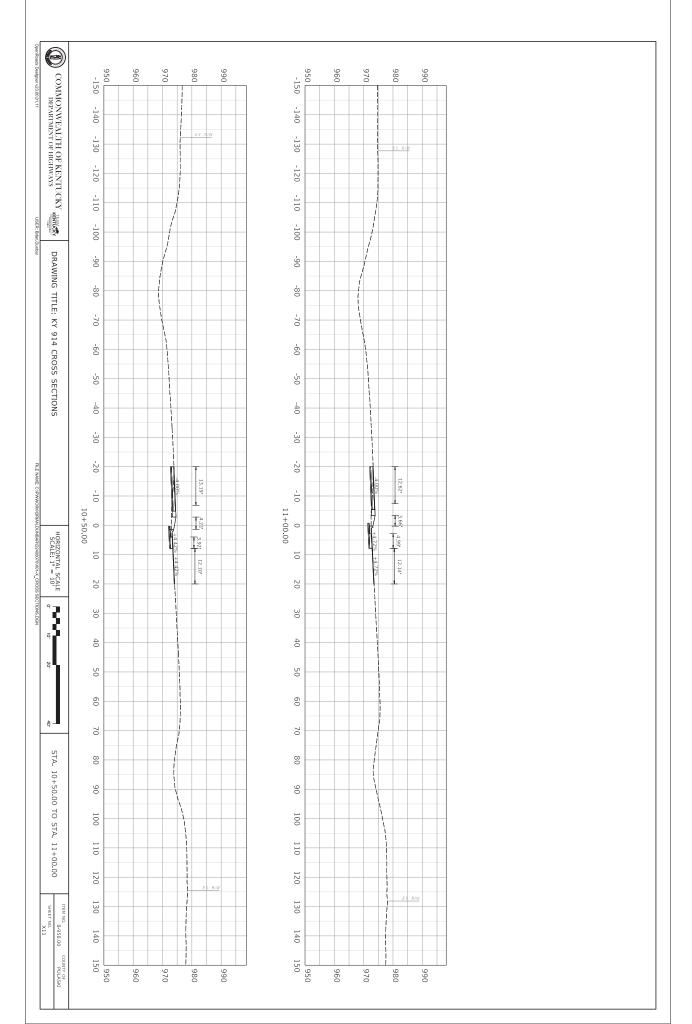


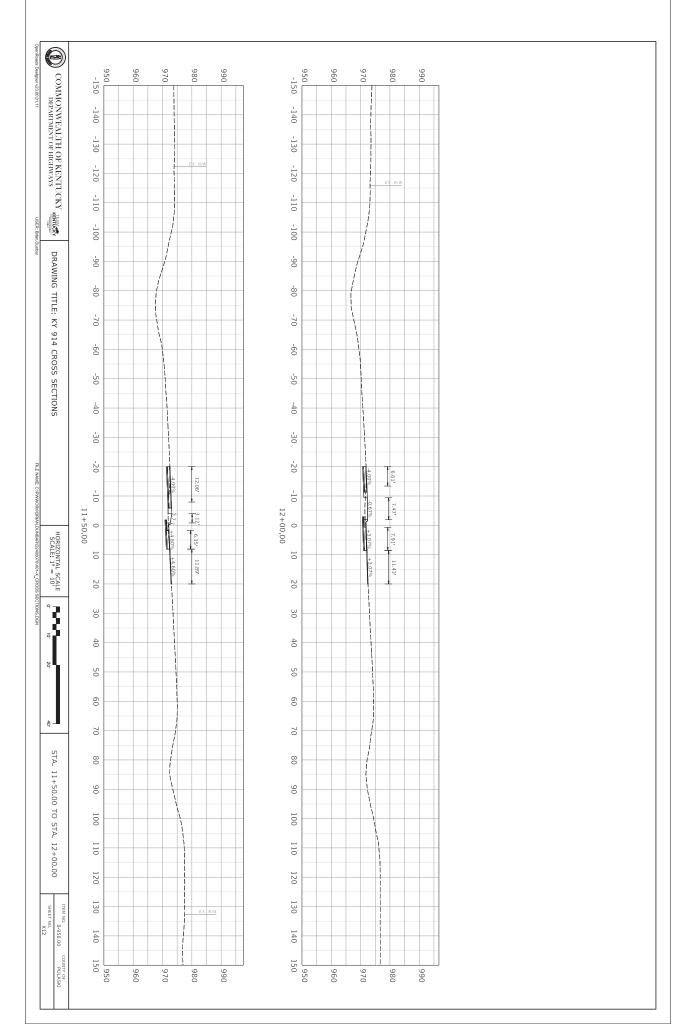


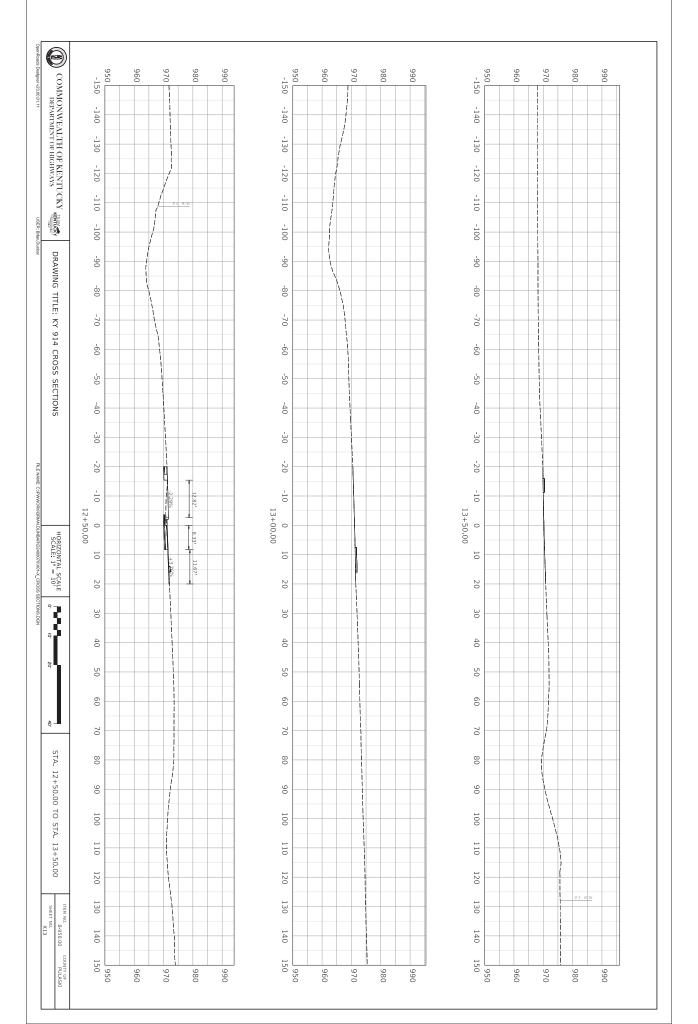


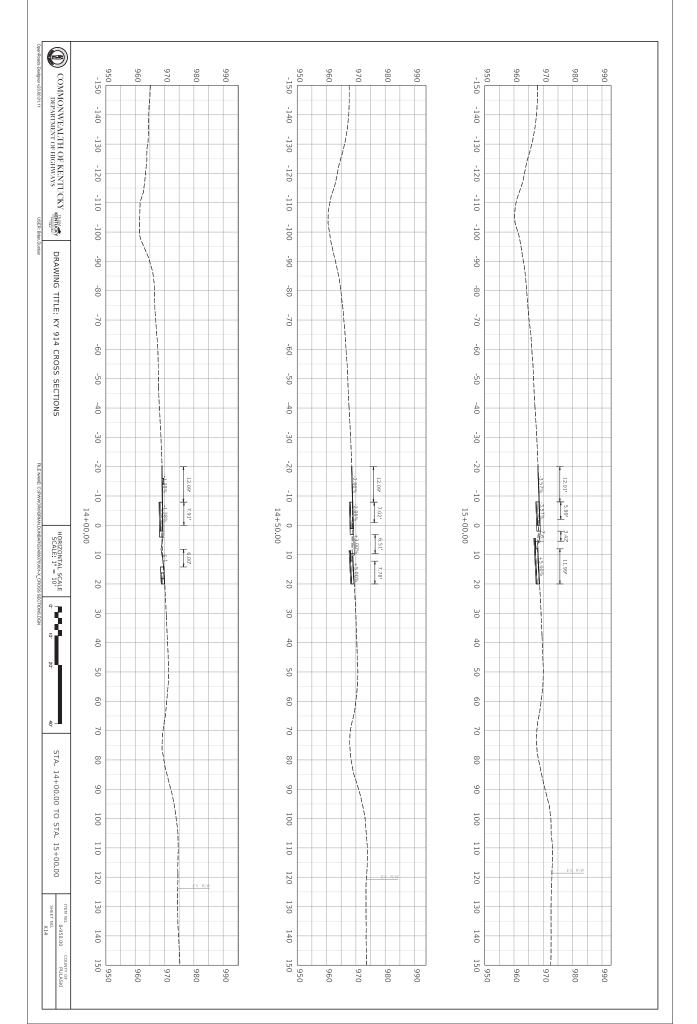


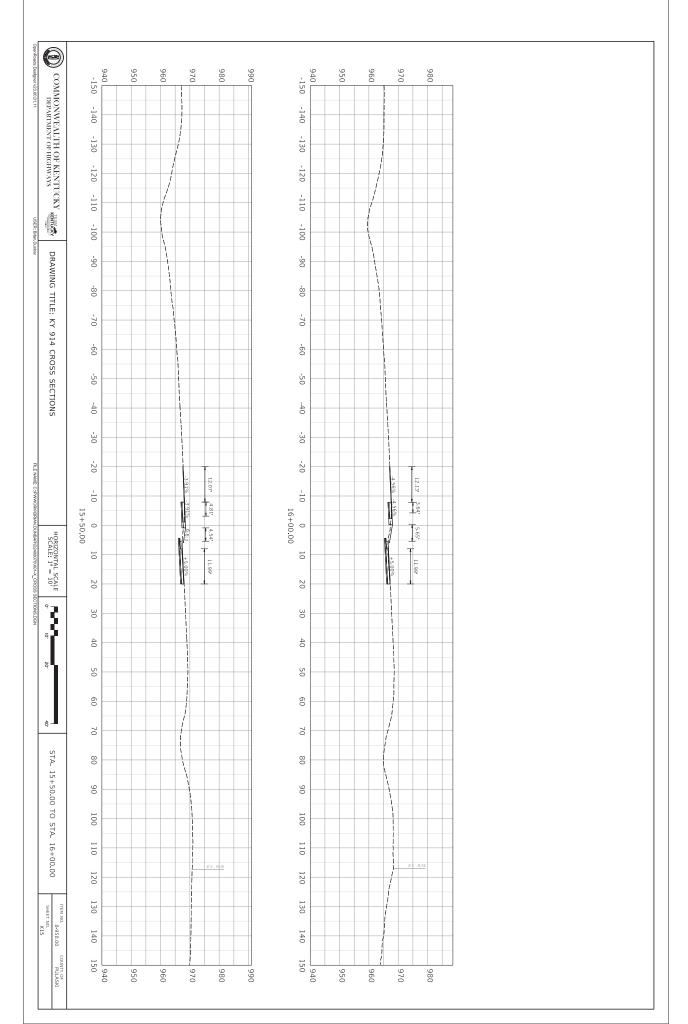


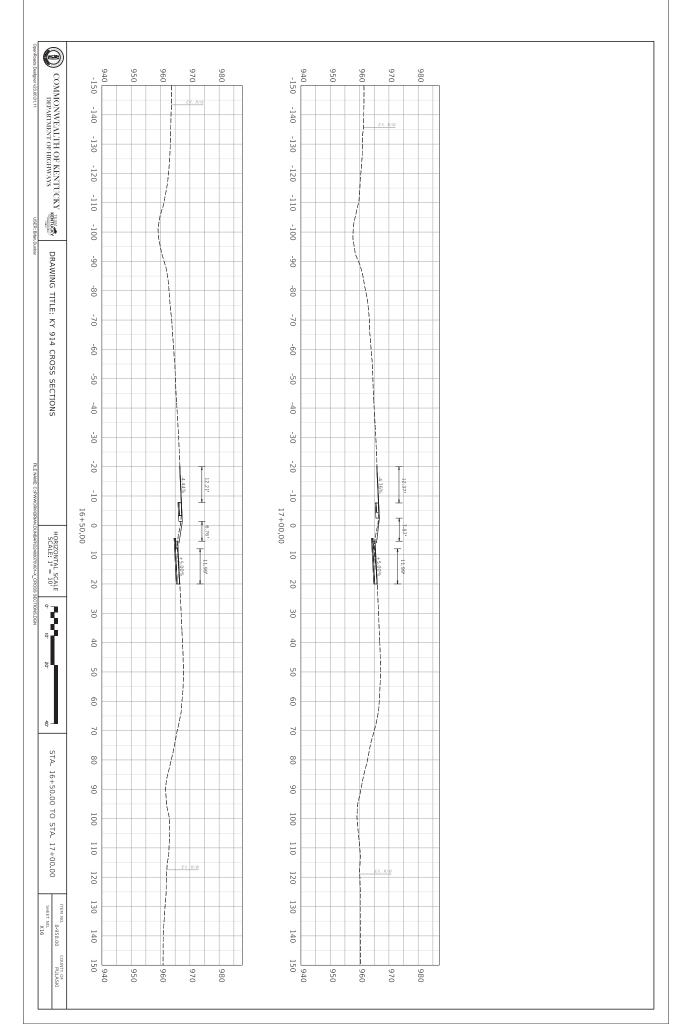


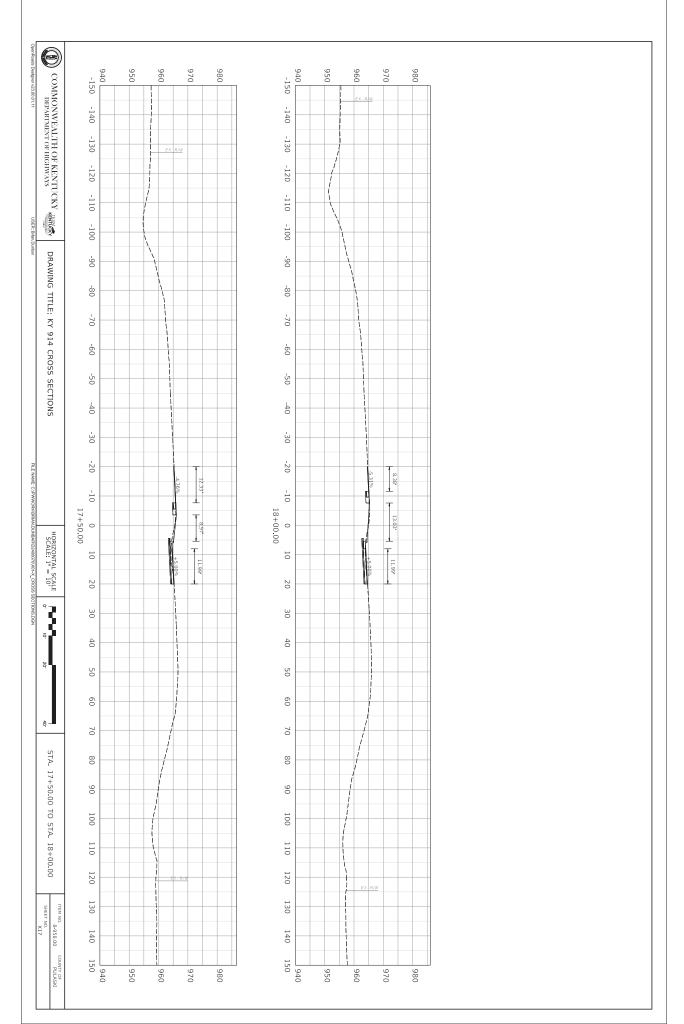


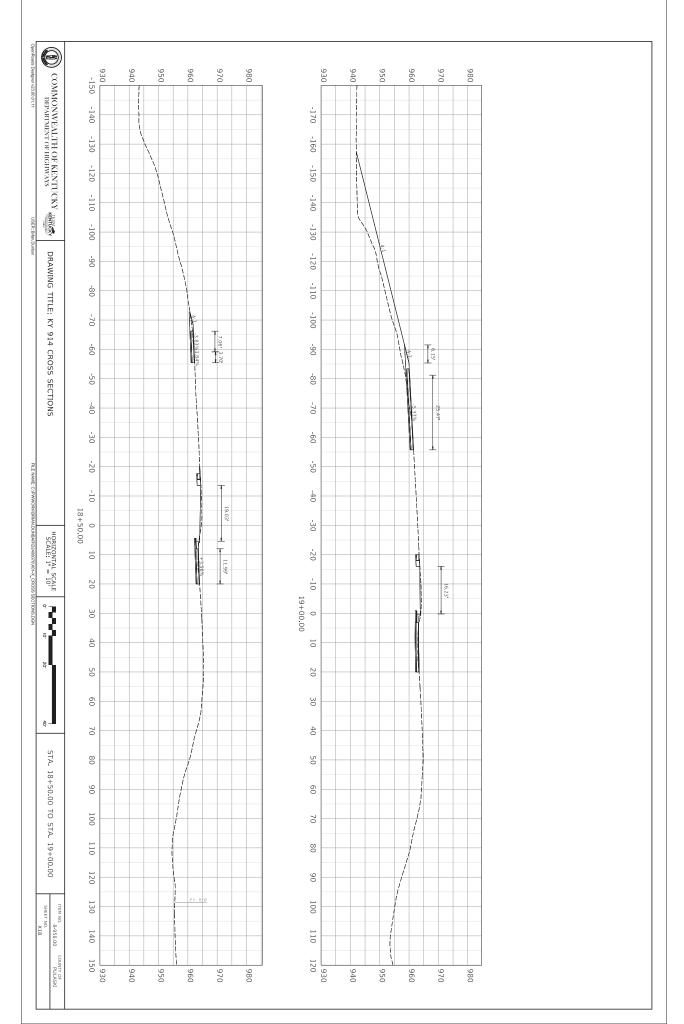


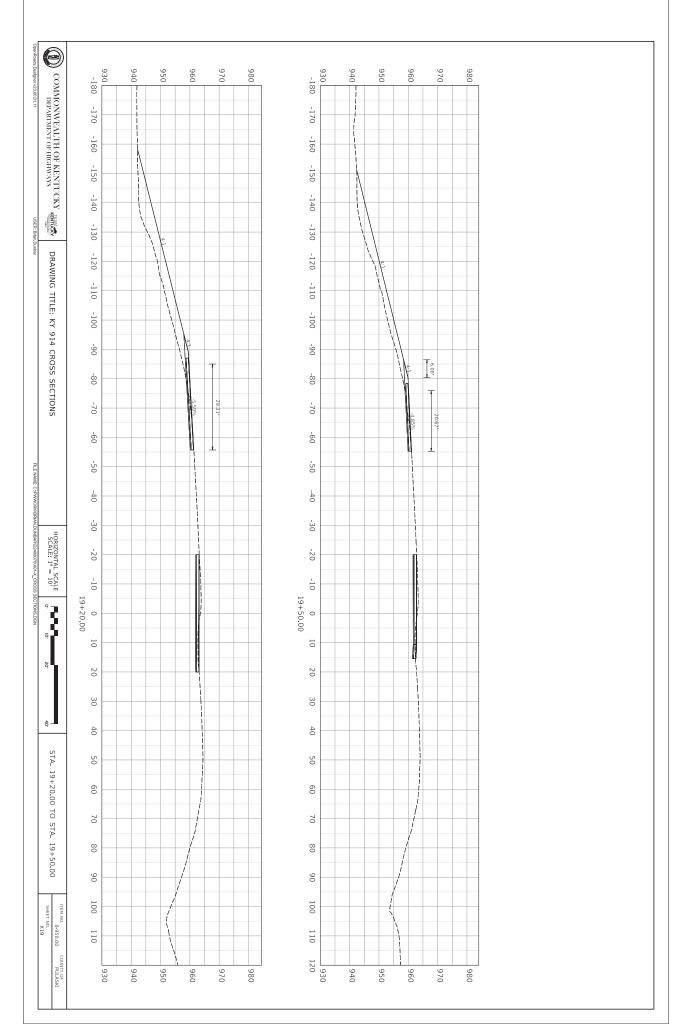


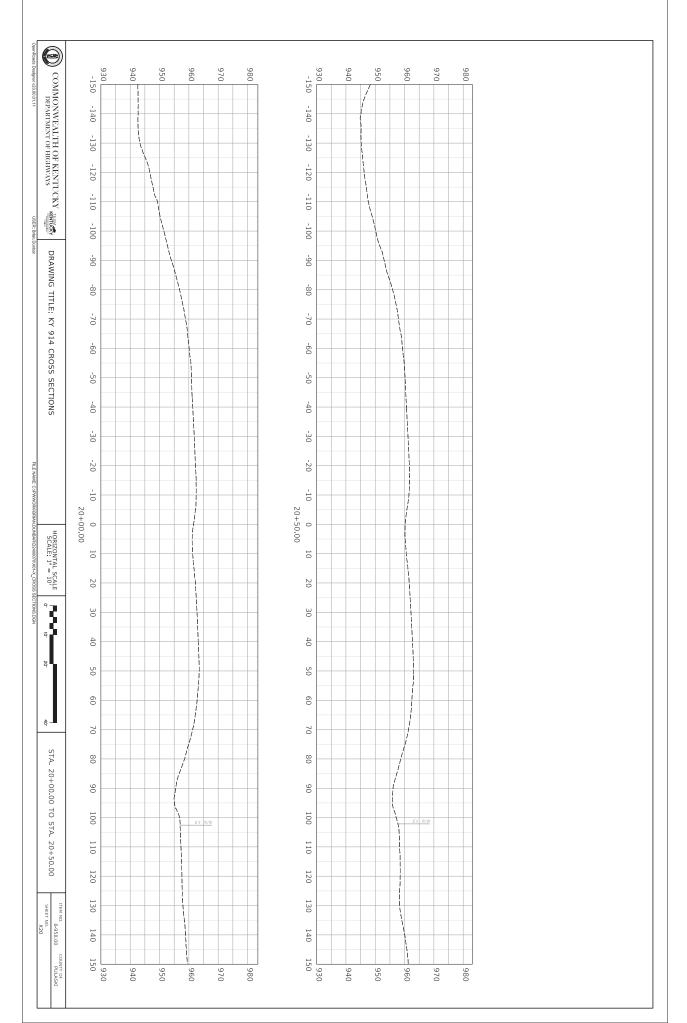












KYTC End Area Volume Report

This style sheet is set up to be used with End Area Volume Reporting.

For information about the Style Sheet, right-click on the style sheet in the Report Browser and select "Style Sheet Help".

Report Created: Tuesday, May 13, 2025

Time: 11:07:06 AM

Cross Section Set Name: KY 914 CL Alignment Name: KY 914 CL

> **Input Grid Factor: Note:** All units in this report are in feet, square feet and cubic yards

> > unless specified otherwise.

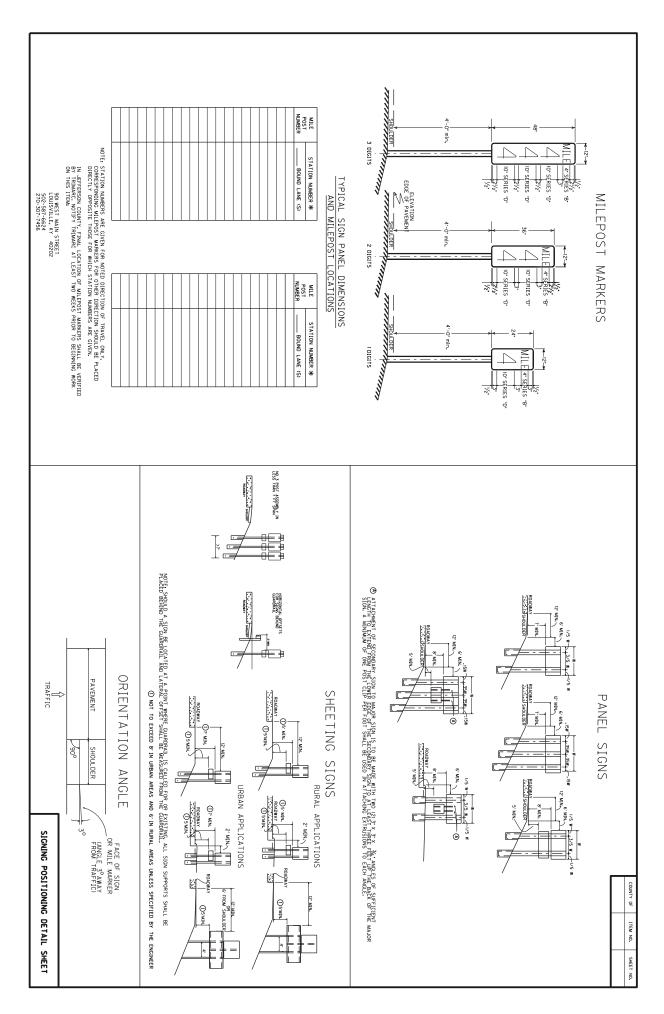
D 11					
Baseline Station	Cut		Fill		Mass
	Area	Volume	Area	Volume	Ordinate
0.000	0.000	0.000	0.000	0.000	0.000
50.000	0.000	0.000	0.000	0.000	0.000
100.000	4.673	4.327	0.000	0.000	4.327
150.000	5.366	9.296	0.000	0.000	13.623
200.000	23.719	26.931	0.178	0.164	40.389
250.000	25.608	45.673	0.386	0.522	85.541
300.000	26.162	47.935	0.258	0.596	132.879
350.000	29.032	51.106	0.000	0.239	183.745
400.000	26.534	51.450	0.023	0.021	235.174
450.000	24.990	47.707	0.076	0.092	282.790
500.000	25.404	46.661	0.073	0.138	329.313
550.000	46.299	66.392	1.369	1.336	394.369
600.000	257.695	281.476	19.861	19.657	656.187
619.270	288.539	194.925	17.125	13.198	837.914
650.000	167.660	259.611	10.382	15.653	1081.871
700.000	83.708	232.748	19.532	27.698	1286.921
715.350	86.762	48.458	24.345	12.472	1322.907
750.000	17.171	66.690	14.669	25.034	1364.563
800.000	34.790	48.112	7.296	20.339	1392.336
850.000	16.281	47.288	13.327	19.096	1420.529
900.000	16.132	30.013	8.289	20.015	1430.526
950.000	15.461	29.253	10.944	17.808	1441.971

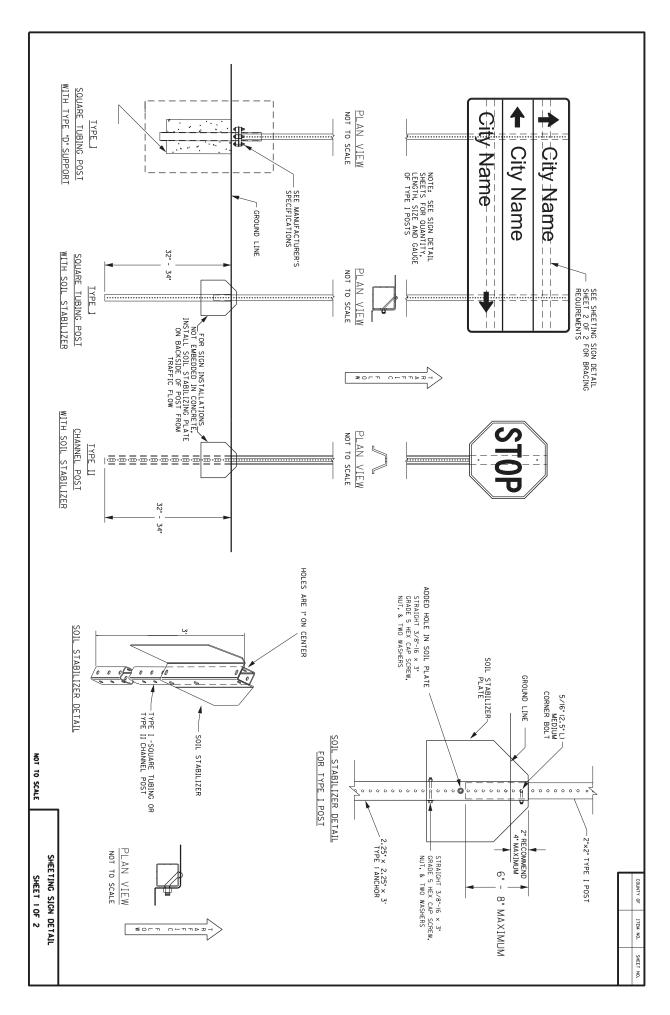
Baseline Station	Cut		Fill		Mass
	Area	Volume	Area	Volume	Ordinate
1000.000	17.212	30.252	5.438	15.169	1457.055
1050.000	18.199	32.788	4.704	9.391	1480.452
1100.000	21.071	36.361	3.153	7.275	1509.538
1150.000	22.159	40.028	2.341	5.087	1544.478
1200.000	23.321	42.111	5.480	7.242	1579.347
1250.000	18.813	39.013	6.198	10.813	1607.546
1300.000	0.414	17.802	0.166	5.893	1619.456
1350.000	0.313	0.673	0.394	0.519	1619.610
1400.000	20.551	19.318	0.672	0.987	1637.941
1450.000	23.706	40.978	3.554	3.913	1675.006
1500.000	27.967	47.845	1.445	4.628	1718.223
1550.000	26.240	50.192	2.334	3.499	1764.916
1600.000	25.001	47.446	2.678	4.641	1807.720
1650.000	24.369	45.713	3.178	5.423	1848.011
1700.000	21.933	42.872	3.052	5.769	1885.115
1750.000	19.294	38.173	2.536	5.174	1918.114
1800.000	23.569	39.688	0.587	2.892	1954.910
1850.000	43.295	61.911	0.098	0.634	2016.187
1900.000	50.616	86.955	170.531	157.989	1945.152
1920.000	73.572	45.996	207.381	139.967	1851.181
1950.000	57.419	72.773	147.939	197.400	1726.554
2000.000	0.000	53.166	0.000	136.981	1642.739
2050.000	0.000	0.000	0.000	0.000	1642.739

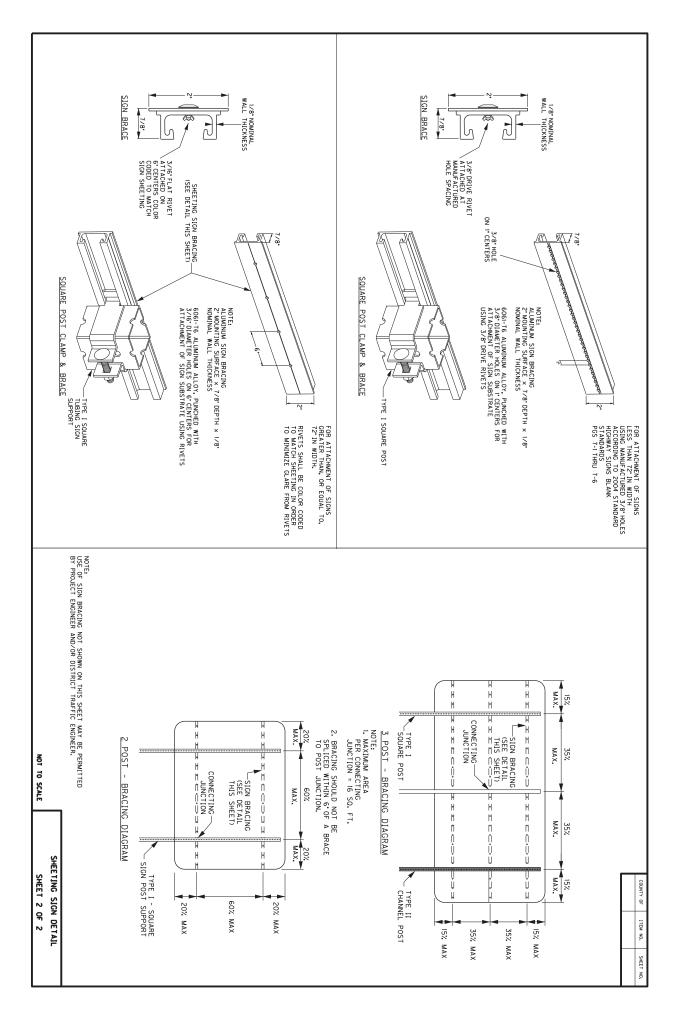
Grand Total:

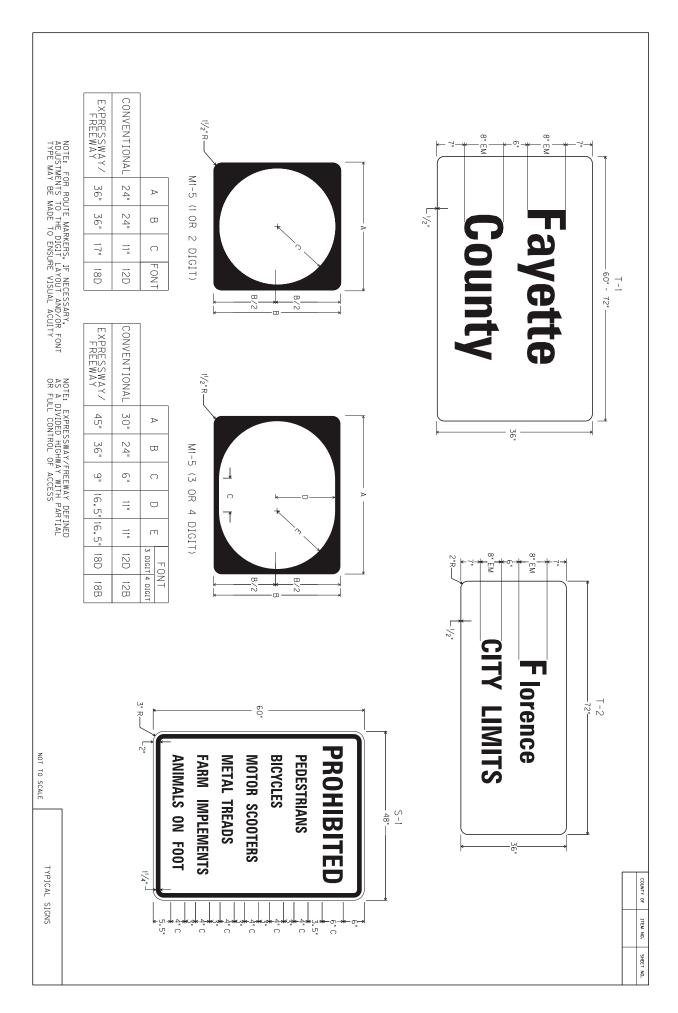
2568.106

925.367









PART II

SPECIFICATIONS AND STANDARD DRAWINGS

STANDARD SPECIFICATIONS

Any reference in the plans or proposal to previous editions of the Standard Specifications for Road and Bridge Construction and Standard Drawings are superseded by Standard Specifications for Road and Bridge Construction, Edition of 2019 and Standard Drawings, Edition of 2020.

SUPPLEMENTAL SPECIFICATIONS

The contractor shall use the Supplemental Specifications that are effective at the time of letting. The Supplemental Specifications can be found at the following link: http://transportation.ky.gov/Construction/Pages/Kentucky-Standard-Specifications.aspx

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SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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

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

*Insert numerals as directed by the Engineer.

Add other messages during the project when required by the Engineer.

2.3 Power.

- Design solar panels to yield 10 percent or greater additional charge than sign consumption. Provide direct wiring for operation of the sign or arrow board from an external power source to provide energy backup for 21 days without sunlight and an on-board system charger with the ability to recharge completely discharged batteries in 24 hours.
- **3.0 CONSTRUCTION.** Furnish and operate the variable message signs as designated on the plans or by the Engineer. Ensure the bottom of the message panel is a minimum of 7 feet above the roadway in urban areas and 5 feet above in rural areas when operating. Use Class I, II, or III signs on roads with a speed limit less than 55 mph. Use Class I or II signs on roads with speed limits 55 mph or greater.

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

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

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

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

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

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

CodePay ItemPay Unit02671Portable Changeable Message SignEach

Effective June 15, 2012

SPECIAL NOTE FOR BARCODE LABEL ON PERMANENT SIGNS

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

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

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

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

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

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

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

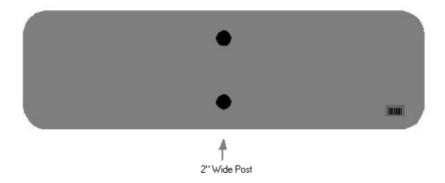
The installation of the permanent sign will be measured in accordance to Section 715.

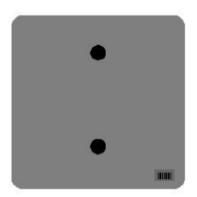
5.0 PAYMENT. The Department will make payment for the completed and accepted quantities under the following:

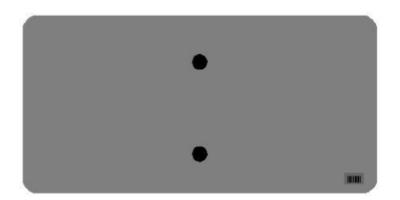
CodePay ItemPay Unit24631ECBarcode Sign InventoryEach

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.

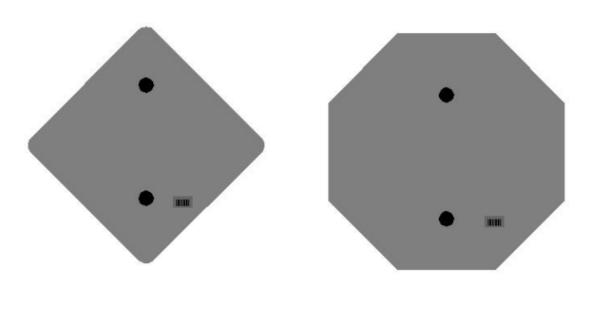
One Sign Post

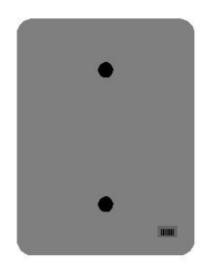


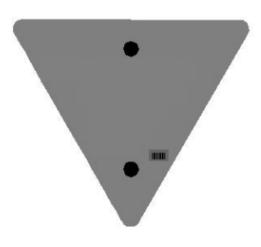




One Sign Post

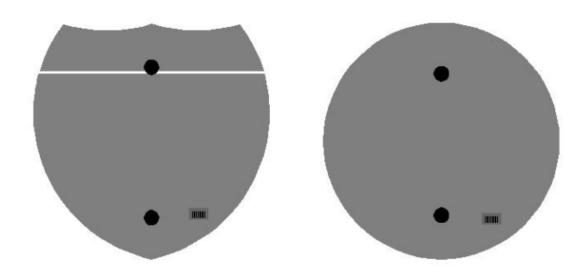


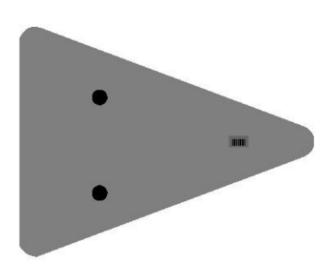




PULASKI COUNTY HSIP 9010(716)

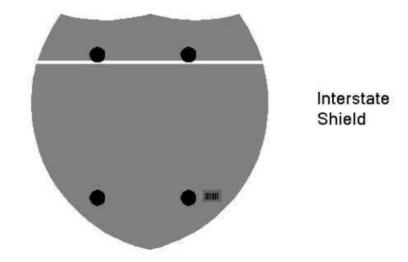
One Sign Post

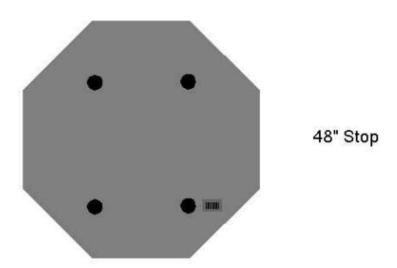




PULASKI COUNTY HSIP 9010(716)

Double Sign Post

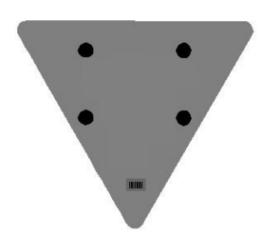




2 Post Signs







PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 - Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.
- (4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
 - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 <u>40 U.S.C. 3144(b)</u> or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, <u>18</u> U.S.C. 1001.
- 11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- 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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient 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 recipient or
 subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

* * * * *

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

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.
- (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, 2 CFR 180.800;
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

* * * * *

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

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

- 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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

- 1. 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. 46 CFR 381.7.
- 2. 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 (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF HIGHWAYS

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

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

KRS CHAPTER 344 EFFECTIVE JUNE 16, 1972

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

The Executive Branch Code of Ethics created by Kentucky Revised Statutes (KRS) Chapter 11A, effective July 14, 1992, establishes the ethical standards that govern the conduct of all executive branch employees. The Executive Branch Code of Ethics, which states, in part:

KRS 11A.040 (7) provides:

A present or former public servant listed in KRS 11A.010(9)(a) to (g) shall not, within one (1) year following termination of his or her 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 one (1) year, he or she personally refrains from working on any matter in which he was directly involved during the last thirty-six (36) months of his or her 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 to obtain private benefits.

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

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

In case of doubt, the law permits you to request an advisory opinion from the Executive Branch Ethics Commission, 1025 Capital Center Drive, Suite 105, Frankfort, Kentucky 40601; telephone (502) 564-7954.

Revised: March 11, 2025

"General Decision Number: KY20250107 01/03/2025

Superseded General Decision Number: KY20240107

State: Kentucky

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- |. The contractor must pay all| covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at

http://www.dol.gov/whd/govcontracts.

Modification Number 0

Publication Date 01/03/2025

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER	\$ 24.65	12.94
BRICKLAYER Bricklayer Stone Mason		8.50 8.50
CARPENTER CarpenterPiledriver	\$ 24.90 \$ 24.55	14.50 14.50
CEMENT MASON	\$ 21.25	8.50
ELECTRICIAN Electrician	\$ 26.90	10.55 10.31
GroundsmanLineman		8.51 10.94

When workmen are required to work from bosum chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and T.V. towers, structural steel (open, unprotected, unfloored raw steel), and bridges or similar hazardous locations where workmen are subject to fall, except where using JLG's and bucket trucks up to 75 feet: Add 25% to workman's base rate for 50 to 75 feet, and add 50% to workman's base rate for over 75 feet.

IRONWORKER	\$ 27 56	20 57
INDINMONICALIVA A A A A A A A A A A A A A A A A A A	D Z/.JO	20.3/

LABORER

Group	1\$	21.80	12.36
Group	2\$	22.05	12.36
Group	3\$	22.10	12.36
Group	4\$	22.70	12.36

GROUP 1: Aging and Curing of Concrete (Any Mode or Method), Asbestos Abatement Worker, Asphalt Plant Laborers, Asphalt Laborers, Batch Truck Dumpers, Carpenter Tenders, Cement Mason Tenders, Cleaning of Machines, Concrete Laborers, Demolition Laborers, Dredging Laborers, Drill Tender, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level D, Flagmen, Grade Checkers, All Hand Digging and Hand Back Filling, Highway Marker Placers, Landscaping Laborers, Mesh Handlers and Placers, Puddler, Railroad Laborers, Rip-rap and Grouters, Right of Way Laborers, Sign, Guard Rail and Fence Installers (All Types), Signalmen, Sound Barrier Installer, Storm and Sanitary Sewer Laborers, Swampers, Truck Spotters and Dumpers, Wrecking of Concrete Forms, General Cleanup

GROUP 2: Batter Board Men (Sanitary and Storm Sewer),
Brickmason Tenders, Mortar Mixer Operator, Scaffold Builders,
Burner and Welder, Bushammers, Chain Saw Operator, Concrete
Saw Operators, Deckhand Scow Man, Dry Cement Handlers,
Environmental Laborers - Nuclear, Radiation, Toxic and
Hazardous Waste - Level C, Forklift Operators for Masonry,
Form Setters, Green Concrete Cutting, Hand Operated Grouter
and Grinder Machine Operator, Jack Hammers, Lead Paint
Abatement, Pavement Breakers, Paving Joint Machine, Pipe

Layers - Laser Operators (Non-metallic), Plastic Pipe Fusion, Power Driven Georgia Buggy and Wheel Barrow, Power Post Hole Diggers, Precast Manhole Setters, Walk-behind Tampers, Walkbehind Trenchers, Sand Blasters, Concrete Chippers, Surface Grinders, Vibrator Operators, Wagon Drillers GROUP 3: Air Track Driller (All Types), Asphalt Luteman and Rakers, Gunnite Nozzleman, Gunnite Operators and Mixers, Grout Pump Operator, Powderman and Blaster, Side Rail Setters, Rail Paved Ditches, Screw Operators, Tunnel Laborers (Free Air), Water Blasters GROUP 4: Caisson Workers (Free Air), Cement Finishers, Environmental Laborer - Nuclear, Radiation, Toxic and Hazardous Waste - Level A and B, miners and Drillers (Free Air), Tunnel Blasters, and Tunnel Mockers (Free Air), Directional and Horizontal Boring, Air Track Drillers (All Types), Powder Man and Blasters, Troxler and Concrete Tester

PAINTER

All Excluding Bridges.	\$ 19.92	9.57
Bridges	\$ 23.92	10.07
PLUMBER	\$ 22.52	7.80

POWER EQUIPMENT OPERATOR:

if Laborer is Utilized

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

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes, (French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks

GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

TRUCK DRIVER

	Driver (3 Tons and Over),		
	Driver (Truck Mounted		
	Rotary Drill)\$	23.74	14.50
	Driver (3 Tons and Under),		
	Tire Changer and Truck		
	Mechanic Tender\$	23.53	14.50
	Driver (Semi-Trailer or		
	Pole Trailer), Driver		
	(Dump Truck, Tandem Axle),		
	Driver of Distributor\$	23.40	14.50
	Driver on Mixer Trucks		
	(All Types)\$	23.45	14.50
	Driver on Pavement Breakers.\$	23.55	14.50
	Driver, Euclid and Other		
	Heavy Earth Moving		
	Equipment and Low Boy\$	24.31	14.50
	Driver, Winch Truck and A-		
	Frame when used in		
	<pre>Transporting Materials\$</pre>	23.30	14.50
	Greaser on Greasing		
	Facilities\$	24.40	14.50
	Truck Mechanic\$	23.50	14.50
	Truck Tender and		
	Warehouseman\$	23.20	14.50
_			

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

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

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

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

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

rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were

adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

PULASKI COUNTY HSIP 9010(716) Contract ID: 254106 Page 154 of 159

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.

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 to an employee at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. Wage violations or questions should be directed to the designated Engineer or the undersigned.

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

PART IV

BID ITEMS

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254106

PROPOSAL BID ITEMS

Report Date 7/24/25

254106

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00003		CRUSHED STONE BASE	2,255.00	TON		\$	
0020	00100		ASPHALT SEAL AGGREGATE	24.00	TON		\$	
0030	00103		ASPHALT SEAL COAT	3.00	TON		\$	
0040	00190		LEVELING & WEDGING PG64-22	30.00	TON		\$	
0050	00214		CL3 ASPH BASE 1.00D PG64-22	2,476.00	TON		\$	
0060	00356		ASPHALT MATERIAL FOR TACK	7.00	TON		\$	
0070	00388		CL3 ASPH SURF 0.38B PG64-22	623.00	TON		\$	
0800	02676		MOBILIZATION FOR MILL & TEXT (PULASKI KY 914 HSIP)	1.00	LS		\$	
0090	02677		ASPHALT PAVE MILLING & TEXTURING	349.00	TON		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0100	00078	CRUSHED AGGREGATE SIZE NO 2	125.00	TON		\$	
0110	01810	STANDARD CURB AND GUTTER	912.00	LF		\$	
0120	01921	STANDARD BARRIER MEDIAN TYPE 4	217.00	SQYD		\$	
0130	01947	MOUNTABLE MEDIAN TYPE 3A	40.00	SQYD		\$	
0140	02159	TEMP DITCH	1,000.00	LF		\$	
0150	02160	CLEAN TEMP DITCH	500.00	LF		\$	
0160	02200	ROADWAY EXCAVATION	2,600.00	CUYD		\$	
0170	02483	CHANNEL LINING CLASS II	70.00	TON		\$	
0180	02484	CHANNEL LINING CLASS III	17.00	TON		\$	
0190	02562	TEMPORARY SIGNS	800.00	SQFT		\$	
0200	02604	FABRIC-GEOTEXTILE CLASS 1A	500.00	SQYD		\$	
0210	02650	MAINTAIN & CONTROL TRAFFIC (PULASKI KY 914 HSIP)	1.00	LS		\$	
220	02671	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EACH		\$	
0230	02701	TEMP SILT FENCE	1,000.00	LF		\$	
0240	02703	SILT TRAP TYPE A	2.00	EACH		\$	
0250	02704	SILT TRAP TYPE B	2.00	EACH		\$	
0260	02705	SILT TRAP TYPE C	2.00	EACH		\$	
0270	02706	CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0280	02707	CLEAN SILT TRAP TYPE B	2.00	EACH		\$	
0290	02708	CLEAN SILT TRAP TYPE C	2.00	EACH		\$	
0300	02726	STAKING (PULASKI KY 914 HSIP)	1.00	LS		\$	
0310	03225	TUBULAR MARKERS	83.00	EACH		\$	
320	05950	EROSION CONTROL BLANKET	2,800.00	SQYD		\$	
0330	05952	TEMP MULCH	3,500.00	SQYD		\$	
340	05953	TEMP SEEDING AND PROTECTION	2,600.00	SQYD		\$	
350	05963	INITIAL FERTILIZER	0.10	TON		\$	
360	05964	MAINTENANCE FERTILIZER	0.30	TON		\$	
0370	05985	SEEDING AND PROTECTION	5,200.00	SQYD		\$	

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PROPOSAL BID ITEMS

Report Date 7/24/25

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0380	05992		AGRICULTURAL LIMESTONE	1.00	TON		\$	
0390	06511		PAVE STRIPING-TEMP PAINT-6 IN	2,000.00	LF		\$	
0400	06542		PAVE STRIPING-THERMO-6 IN W	11,000.00	LF		\$	
0410	06543		PAVE STRIPING-THERMO-6 IN Y	5,425.00	LF		\$	
0420	06546		PAVE STRIPING-THERMO-12 IN W	85.00	LF		\$	
0430	06568		PAVE MARKING-THERMO STOP BAR-24IN	50.00	LF		\$	
0440	06569		PAVE MARKING-THERMO CROSS-HATCH	1,470.00	SQFT		\$	
0450	06574		PAVE MARKING-THERMO CURV ARROW	28.00	EACH		\$	
0460	06575		PAVE MARKING-THERMO COMB ARROW	17.00	EACH		\$	
0470	06576		PAVE MARKING-THERMO ONLY	9.00	EACH		\$	
0480	06610		INLAID PAVEMENT MARKER-MW	110.00	EACH		\$	
0490	06612		INLAID PAVEMENT MARKER-BY	33.00	EACH		\$	
0500	10020NS		FUEL ADJUSTMENT	4,870.00	DOLL	\$1.00	\$	\$4,870.00
0510	10030NS		ASPHALT ADJUSTMENT	12,233.00	DOLL	\$1.00	\$	\$12,233.00
0520	20362ES403		SHOULDER RUMBLE STRIPS-SAWED	2,800.00	LF		\$	
0530	22664EN		WATER BLASTING EXISTING STRIPE	2,650.00	LF		\$	
0540	23010EN		PAVE MARK TEMP PAINT STOP BAR-24 IN	50.00	LF		\$	
0550	24683ED		PAVE MARKING-THERMO DOTTED LANE EXTEN	500.00	LF		\$	
			ELECTRONIC DELIVERY MGMT SYSTEM -					

Section: 0003 - DRAINAGE

AGG

0560 26248EC

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0570	00462		CULVERT PIPE-18 IN	7.00	LF		\$	
0580	00466		CULVERT PIPE-30 IN	10.00	LF		\$	
0590	00522		STORM SEWER PIPE-18 IN	1,309.00	LF		\$	
0600	01210		PIPE CULVERT HEADWALL-30 IN	1.00	EACH		\$	
0610	01450		S & F BOX INLET-OUTLET-18 IN	1.00	EACH		\$	
0620	01456		CURB BOX INLET TYPE A	6.00	EACH		\$	
0630	01511		DROP BOX INLET TYPE 5D	5.00	EACH		\$	
0640	02607		FABRIC-GEOTEXTILE CLASS 2 FOR PIPE	1,844.00	SQYD	\$2.00	\$	\$3,688.00
0650	24814EC		PIPELINE INSPECTION	659.00	LF		\$	

1.00

LS

\$

Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0660	06406		SBM ALUM SHEET SIGNS .080 IN	504.18	SQFT		\$	
0670	06407		SBM ALUM SHEET SIGNS .125 IN	283.50	SQFT		\$	
0680	06410		STEEL POST TYPE 1	886.00	LF		\$	
0690	06490		CLASS A CONCRETE FOR SIGNS	5.00	CUYD		\$	
0700	21596ND		GMSS TYPE D	20.00	EACH		\$	
0710	24631EC		BARCODE SIGN INVENTORY	132.00	EACH		\$	

Section: 0005 - SIGNALIZATION

PULASKI COUNTY HSIP 9010(716)

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PROPOSAL BID ITEMS 254106

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Report Date 7/24/25

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0720	24955ED		REMOVE SIGNAL EQUIPMENT	1.00	EACH		\$	

Section: 0006 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0730	02569		DEMOBILIZATION	1.00	LS		\$	