



CALL NO. 114

CONTRACT ID. 214404

HARDIN COUNTY

FED/STATE PROJECT NUMBER HSIP 9010(449)

DESCRIPTION RING ROAD (KY 3005)

WORK TYPE ASPHALT SURFACE WITH GRADE & DRAIN

PRIMARY COMPLETION DATE 10/15/2021

LETTING DATE: April 23,2021

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 am EASTERN DAYLIGHT TIME April 23,2021. Bids will be publicly announced at 10:00 am EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 5%

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

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PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 04

CONTRACT ID - 214404
HSIP 9010(449)
COUNTY - HARDIN
PCN - 0404730052101
HSIP 9010(449)

RING ROAD (KY 3005) (MP 1.266) FROM 1.139 MILES WEST OF WK-9001 EXTENDING NORTHWEST TO 0.39 MILE
SOUTHEAST OF US 62 (MP 1.514), A DISTANCE OF 0.25 MILES.GRADE & DRAIN WITH ASPHALT SURFACE SYP
NO. 04-09002.00.
GEOGRAPHIC COORDINATES LATITUDE 37:39:59.70 LONGITUDE -85:54:18.00

COMPLETION DATE(S):
COMPLETED BY 10/15/2021 APPLIES TO ENTIRE PROJECT

CONTRACT NOTES

PROPOSAL ADDENDA

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

BID SUBMITTAL

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

JOINT VENTURE BIDDING

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

UNDERGROUND FACILITY DAMAGE PROTECTION

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

REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

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

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

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

SPECIAL NOTE FOR PROJECT QUESTIONS DURING ADVERTISEMENT

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

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

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

HARDWOOD REMOVAL RESTRICTIONS

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

INSTRUCTIONS FOR EXCESS MATERIAL SITES AND BORROW SITES

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

ACCESS TO RECORDS

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

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

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

April 30, 2018

FEDERAL CONTRACT NOTES

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

- | | |
|--------------------------------|--|
| 102.02 Current Rating | 102.08 Preparation and Delivery of Proposals |
| 102.13 Irregular Bid Proposals | 102.14 Disqualification of Bidders |
| 102.09 Proposal Guaranty | |

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

Contractors must submit the signed subcontract between the contractor and the DBE contractor, along with the DBE's certificate of insurance. If the DBE is a supplier of materials for the project, a signed purchase order must be submitted to the Division of Construction Procurement.

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

******* IMPORTANT *******

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

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

The prime contractor should notify the KYTC Office of Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. Melvin Byne. Mr. Byne's current contact information is email address – melvin.bynes2@ky.gov and the telephone number is (502) 564-3601.

DEFAULT OR DECERTIFICATION OF THE DBE

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

PROHIBITION ON TELECOMMUNICATIONS EQUIPMENT OR SERVICES

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

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

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

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

SECTION 7 is expanded by the following new Article:

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

Pursuant to Title 46CFR Part 381, the Contractor agrees

- To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

- To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

ASPHALT MIXTURE

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

OPTION B

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

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

CAUTION

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

STATIONING

The contractor is advised that the planned locations of work were established from a station number, which is STA 78+00 at the approx. middle of the KY 3005 @ KY 1904 intersection. This location is Milepoint 1.388 along KY 3005.

NOTE: The existing mile marker signs may not correspond to the proposed work locations.

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

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

CONTROL

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

General Notes & Description of Work
Page 2 of 2

DESCRIPTION OF WORK

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

Construction of an RCUT Intersection. The intent of this project is to construct an RCUT Intersection. This will be accomplished by constructing:

- A Standard Barrier Median in the middle of the KY 3005 @ KY 1904 intersection.
- Standard Barrier Medians between the mainline left turn lanes and the opposite direction's fast lanes.
- U-Turn left turn lanes and U-Turn crossovers within the existing median a short distance upstream and downstream from the main KY 3005 @ KY 1904 intersection.
- Loons along the slow lane shoulders of KY 3005 at/near the U-Turn Crossovers.

Standard Barrier Medians. Three locations of Standard Barrier Median have been designed to prevent through and left turning movements from KY 1904 onto KY 3005, but still allow left turning movements from KY 3005 onto KY 1904. Details within the Proposal show the design and layout for the Standard Barrier Median.

Turn Lanes and U-Turn Crossovers. Since the through and left turning movements from KY 1904 onto KY 3005 are being prohibited in this design, U-Turn left turn lanes and U-Turn crossovers are being provided a short distance from the main KY 3005 @ KY 1904 intersection. Details within the Proposal show the design and layout for the U-Turn left turn lanes and U-Turn crossovers.

Loons. To accommodate vehicles that require a large turning radius at the U-Turns, Loons are to be constructed along KY 3005 at/near the U-Turn locations. Details within the Proposal show the design and layout for the Loons.

Striping & Pavement Markings. Details within the Proposal show the proposed Striping and Pavement Markings. Also, as indicated in the Special Note for Staking, the Contractor shall coordinate with the District Traffic Engineer to ensure that the District Traffic Engineer approves of the final signing and striping locations and details.

Permanent Signing. Permanent signing is NOT included in this Proposal. Permanent signing will be installed by the District.

Asphalt Pavement and Roadway Widening. The existing roadway is to be widened for the various turning lanes within the median and for the loons along the KY 3005 slow lane shoulders. This work will include: removal of a portion of existing pavement, earthwork, longitudinal edge keys, placement of aggregate base, placement of asphalt base, placement of an asphalt surface course, and the application/installation of pavement markings.

SPECIAL NOTE FOR STAKING

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

1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
2. 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.
3. Produce and furnish to the Engineer "As Built" information for the drainage improvements. 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.
4. 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. Contact KYTC Traffic Engineer Justin Wallace (270-766-5066) and obtain approval of the pre-marked layout prior to installing any permanent striping and/or pavement markings.
5. Prior to incorporating into the work, obtain the Engineers approval of all revisions determined by the Contractor.
6. Perform any and all other staking operations required to control and construct the work.

SPECIAL NOTE FOR EROSION CONTROL

I. DESCRIPTION

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

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

II. MATERIALS

Furnish materials in accordance with these notes, the Standard Specifications and Interim Supplemental Specifications, applicable Special Provisions and Special Notes, and the Standard and Sepia Drawings, current editions. Provide for all materials to be sampled and tested in accordance with the Department's Sampling Manual. Unless directed otherwise by the Engineer, make the materials available for sampling a sufficient time in advance of the use of the materials to allow for the necessary time for testing.

III. CONSTRUCTION

Be advised, these Erosion Control Notes do not constitute a BMP plan for the project. Jointly with the Engineer, prepare a site specific BMP plan for each drainage area within the project in accordance with Section 213. Provide a unique BMP at each project site using good engineering practices taking into account existing site conditions, the type of work to be performed, the construction phasing, methods, and the techniques to be utilized to complete the work. Be responsible for all erosion prevention, sediment control, and water pollution prevention measures required by the BMP for each site. Represent and warrant compliance with the Clean Water Act (33 USC Section 1251 et seq.), the 404 Permit, the 401 Water Quality Certification, and applicable state and local government agency laws, regulations, rules, specifications, and permits. Contrary to Section 105.05, in case of discrepancy between these notes, the Standard Specifications, Interim Supplemental Specifications, Special Provisions and Special Notes, Standard and Sepia Drawings, and such state and local government agency requirements, adhere to the most restrictive requirement.

Erosion Control

Page 2 of 3

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

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of $\frac{1}{2}$ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

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

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

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

The use of Temporary Mulch is encouraged.

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

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly

Erosion Control
Page 3 of 3

as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

IV. MEASUREMENT

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

V. BASIS OF PAYMENT

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

SPECIAL NOTE FOR STAKING

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

1. Contrary to Section 201, perform items 1-3 usually performed by the Engineer.
2. Using the proposed pavement superelevation rates, runout, and runoff lengths, determine the necessary changes in pavement edge elevation along the curves and the transitions leading into and out of the curve to achieve the proposed superelevation improvements. The intent to provide a consistent superelevation throughout the curves and smooth transitions into and out of the curves. Once the proposed changes in pavement edge elevations are determined and prior to starting paving operations, verify the proposed roadside re-grading along the curve can be constructed so that the new roadside is flush with the new pavement edge elevation and the new toe of slope, or top of cut, will remain within the existing Right-of-Way 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 edge of pavement elevation will cause the new roadside grading to extend beyond the Right-of-Way and/or impact a sensitive obstruction. Alternatively, with the approval of the Engineer and to the extent allowable by the "Ditching & Shouldering and Embankment Benching Details" and/or the Special Note for Ditching & Shouldering, the Contractor may be allowed to make adjustments to the roadside grading so the proposed roadside re-grading will remain within the existing Right-of-Way and/or not impact a sensitive obstruction. After the final proposed changes in pavement edge elevations are determined and before paving operations begin, submit to the Engineer and obtain approval for the number of asphalt lifts, each asphalt lift's thickness, and the mix design of each lift of Leveling & Wedging the contractor plans to use to achieve the 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

Staking
Page 2 of 2

(MUTCD), current edition. The MUTCD cover items such as: appropriate sign location, advance placement distances, and spacing requirements for signing. The intent is for the proposed signs to be consistent with, and meet the requirements of, the MUTCD. Once the proposed sign locations have been staked, notify and coordinate with the District Traffic Engineer, and perform a review of the staked locations. Adjust the staked locations, as directed by the District Traffic Engineer and obtain approval of the final staked locations. This review will also be used to determine if there are any existing signs that require removal and/or relocation. Provide the District Traffic Engineer with 2 weeks 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 NON-TRACKING TACK COAT

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

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

2.1.1 Provide a tack conforming to the following material requirements:

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

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

- 2.2. Equipment. Provide a distributor truck capable of heating, circulating, and spraying the tack between 170 °F and 180 °F. Do not exceed 180 °F. Circulate the material while heating. Provide the correct nozzles that is recommend by the producer to ensure proper coverage of tack is obtained. Ensure the bar can be raised to between 14” and 18” from the roadway.
- 2.3. Personnel. Ensure the tack supplier has provided training to the contractor on the installation procedures for this product. Make a technical representative from the supplier available at the request of the Engineer.

3. CONSTRUCTION.

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

3.2 Non-tracking Tack Application. Ensure the roadway temperature is a minimum of 40 °F and rising during the application of the tack. This material is not suitable for use in colder temperatures. Prior to applying the tack, demonstrate competence in applying the tack according to this note to the satisfaction of the Engineer. Heat the tack in the distributor to between 170 – 180 °F. After initial heating to between 170 – 180 °F, the material may be sprayed between 165 °F and 180 °F. Do not apply outside this temperature range. Apply material at a minimum rate of 0.70 pounds (0.08 gallons) per square yard. Ensure full coverage of the material on the pavement surface. Full coverage of this material is critical. If full coverage is not achieved, material application rate may be increased to ensure full coverage. Do not heat material more than twice in one day.

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

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

4. MEASUREMENT. The Department will measure the quantity of non-tracking tack in tons. The Department will not measure for payment any extra materials, labor, methods, equipment, or construction techniques used to satisfy the requirements of this note. The Department will not measure for payment any trial applications of non-tracking tack, the cleaning of the pavement surface, or furnishing and placing the adhesive. The Department will consider all such items incidental to the non-tracking tack.

5. PAYMENT. The Department will pay for the non-tracking tack at the Contract unit bid price and apply an adjustment for each manufacturer's lot of material based on the degree of compliance as defined in the following schedule. When a sample fails on two or more tests, the Department may add the deductions, but the total deduction will not exceed 100 percent.

| Non-Tracking Tack Price Adjustment Schedule | | | | | | |
|---|---------------|----------|-------------|-------------|-------------|--------|
| Test | Specification | 100% Pay | 90% Pay | 80% Pay | 50% Pay | 0% Pay |
| Viscosity, SFS, 77 ° F | 20 – 100 | 19 - 102 | 17 - 18 | 15 - 16 | 14 | ≤13 |
| | | | 103 - 105 | 106 - 107 | 108 - 109 | ≥ 110 |
| Sieve, % | 0.30 max. | ≤ 0.40 | 0.41 - 0.50 | 0.51 - 0.60 | 0.61 - 0.70 | ≥ 0.71 |
| Asphalt Residue, % | 50 min. | ≥49.0 | 48.5 – 48.9 | 48.0 – 48.4 | 47.5-47.9 | ≤ 47.4 |
| Oil Distillate, % | 1.0 max. | ≤1.0 | 1.1-1.5 | 1.6 - 1.7 | 1.8-1.9 | >2.0 |
| Residue Penetration, 77 ° F | 20 max. | ≤ 21 | 22 - 23 | 24 - 25 | 26 - 27 | ≥ 28 |
| Original Dynamic Shear (G*/sin δ), 82 ° C | 1.0 min. | ≥0.95 | 0.92 – 0.94 | 0.90 – 0.91 | 0.85 - 0.89 | ≤ 0.84 |
| Softening Point, ° F | 149 min. | ≥145 | 142 - 144 | 140 - 141 | 138 - 139 | ≤ 137 |
| Solubility, % | 97.5 min. | ≥ 97.0 | 96.8 – 96.9 | 96.6 – 96.7 | 96.4 – 96.5 | ≤ 96.3 |

Code
24970EC

Pay Item
Asphalt Material for Tack Non-Tracking

Pay Unit
Ton

January 28, 2020

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

COORDINATION OF WORK WITH OTHER CONTRACTS

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

1-3193 Coordination Contracts
01/02/2012

SPECIAL NOTE FOR ASPHALT MILLING AND TEXTURING

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

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



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

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions
01/02/2012

| | | |
|---|---|---|
|  | <p>KENTUCKY TRANSPORTATION CABINET Department of Highways DIVISION OF RIGHT OF WAY & UTILITIES</p> | <p>TC 62-226 Rev. 01/2016 Page 1 of 1</p> |
| RIGHT OF WAY CERTIFICATION | | |

| | | | | | |
|--|--|--------------------------|--|-----------------------------------|---|
| <input checked="" type="checkbox"/> | Original | <input type="checkbox"/> | Re-Certification | RIGHT OF WAY CERTIFICATION | |
| ITEM # | | COUNTY | | PROJECT # (STATE) | PROJECT # (FEDERAL) |
| 4-9002.00 | | Hardin | | FD52 047 3005 001-002 | HSIP 9010(449) |
| PROJECT DESCRIPTION | | | | | |
| Construction of a Reduced Conflict U Turn (RCUT) on KY 3005 from MP 1.10 to 1.70 | | | | | |
| <input checked="" type="checkbox"/> | 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. | | | | | |
| <input type="checkbox"/> | 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. | | | | | |
| <input type="checkbox"/> | Condition # 2 (Additional Right of Way Required with Exception) | | | | |
| The right of way has not been fully acquired, the right to occupy and to use all rights-of-way required for the proper execution of the project has been acquired. Some parcels may be pending in court and on other parcels full legal possession has not been obtained, but right of entry has been obtained, the occupants of all lands and improvements have vacated, and KYTC has physical possession and right to remove, salvage, or demolish all improvements. Just Compensation has been paid or deposited with the court for most parcels. Just Compensation for all pending parcels will be paid or deposited with the court prior to AWARD of construction contract | | | | | |
| <input type="checkbox"/> | Condition # 3 (Additional Right of Way Required with Exception) | | | | |
| The acquisition or right of occupancy and use of a few remaining parcels are not complete and/or some parcels still have occupants. All remaining occupants have had replacement housing made available to them in accordance with 49 CFR 24.204. KYTC is hereby requesting authorization to advertise this project for bids and to proceed with bid letting even though the necessary right of way will not be fully acquired, and/or some occupants will not be relocated, and/or the just compensation will not be paid or deposited with the court for some parcels until after bid letting. KYTC will fully meet all the requirements outlined in 23 CFR 635.309(c)(3) and 49 CFR 24.102(j) and will expedite completion of all acquisitions, relocations, and full payments after bid letting and prior to AWARD of the construction contract or force account construction. | | | | | |
| Total Number of Parcels on Project | | 0 | EXCEPTION (S) Parcel # | | ANTICIPATED DATE OF POSSESSION WITH EXPLANATION |
| Number of Parcels That Have Been Acquired | | | | | |
| Signed Deed | | | | | |
| Condemnation | | | | | |
| Signed ROE | | | | | |
| Notes/ Comments (Use Additional Sheet if necessary) | | | | | |
| | | | | | |
| LPA RW Project Manager | | | Right of Way Supervisor | | |
| Printed Name | | | Printed Name | | |
| | | | Michael H. Price | | |
| Signature | | | Signature | | |
| | | |  2021.03.03 14:56:55 | | |
| Date | | | Date | | |
| | | | -05'00' | | |
| Right of Way Director | | | FHWA | | |
| Printed Name | | | Printed Name | | |
| | | | | | |
| Signature | | | Signature | | |
|  2021.03.03 | | | | | |
| Date | | | Date | | |
| 14:59:43 -06'00' | | | | | |

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County - HSIP 9010(449)
FD52 047 3005 001-002
RCUT at Route KY 3005 @ Bacon Creek Road
Item No. 4-9002.00

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

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

☒ **No Rail Involved** ☐ **Minimal Rail Involved (See Below)** ☐ **Rail Involved (See Below)**

UNDERGROUND FACILITY DAMAGE PROTECTION – BEFORE YOU DIG

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

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

SPECIAL CAUTION NOTE – PROTECTION OF UTILITIES

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

The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor's responsibility to verify all utilities and their respective locations before excavating.

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

UTILITIES AND RAIL CERTIFICATION NOTE

Hardin County - HSIP 9010(449)
FD52 047 3005 001-002
RCUT at Route KY 3005 @ Bacon Creek Road
Item No. 4-9002.00

AREA UTILITIES CONTACT LIST AS PROVIDED BY KY 811

| <u>Utility Company/Agency</u> | <u>Contact Name</u> | <u>Contact Information</u> |
|--|---------------------|--|
| 1. Nolin RECC | Devon Woosley | DWoosley@nolinrecc.com 270-765-6153 |
| 2. City of E-Town Sanitary Sewer | Michael Page | Michael.page@elizabethtownky.gov 270-268-2288 |
| 3. Windstream KY East | Steve Johnson | Steve.Johnson@windstream.com 859-357-6209 |
| 4. Brandenburg Telephone | Kyle Dalton | Kyle.Dalton@Brandenburtel.com 270-766-7531 |
| 5. Hardin County Water District #2 | Forrest Pollock | FLPollock@hardincountywater2.org 270-737-1056 |
| 6. Kentucky Utilities Company – Overhead Transmission | Caroline Justice | Caroline.Justice@lge-ku.com 502-627-3708 |

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

KYTC BMP Plan for Project CID **21 - 4404**



Kentucky Transportation Cabinet

Highway District __ (1)

And

_____ (2), Construction

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

Groundwater protection plan

For Highway Construction Activities

For

**Construction of an RCUT at the Intersection of KY
3005 and KY 1904.**

Project: CID **21 - 4404**

KYTC BMP Plan for Project CID **21 - 4404**

Project information

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

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

Phone number: (2)
Contact: (2)
Contractors agent responsible for compliance with the KPDES permit requirements (3):
4. Project Control Number: (2)
5. Route (Address): **KY 3005 at KY 1914**
6. Latitude/Longitude (project mid-point): **37.666615/-85.905003**
7. County (project mid-point): **Hardin**
8. Project start date (date work will begin): (2)
9. Projected completion date: (2)

KYTC BMP Plan for Project CID 21 - 4404

A. Site description:

1. Nature of Construction Activity (from letting project description): (1)
Construction of an RCUT at the Intersection of KY 3005 and KY 1904.
2. Order of major soil disturbing activities: (2) and (3)
3. Projected volume of material to be moved: 1,958 CY (Cut) & 285 CY (Fill);
236 LF Ditching & Shouldering
4. Estimate of total project area (acres): 1.3
5. Estimate of area to be disturbed (acres): 1.3
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.
7. Data describing existing soil condition: The existing soil is compacted roadway embankment, cut and fill slopes.
8. Data describing existing discharge water quality (if any): None
9. Receiving water name: Unnamed Tributary to Valley Creek
10. TMDLs and Pollutants of Concern in Receiving Waters: No TDML's were involved on this project.
11. Site map – Project layout sheet plus the erosion control sheets in the project plans that depict Disturbed Drainage Areas (DDAs) and related information. These sheets depict the existing project conditions with areas delineated by DDA (drainage area bounded by watershed breaks and right of way limits), the storm water discharge locations (either as a point discharge or as overland flow) and the areas that drain to each discharge point. These plans define the limits of areas to be disturbed and the location of control measures. Controls will be either site specific as designated by the designer or will be annotated by the contractor and resident engineer before disturbance commences. The project layout sheet shows the surface waters and wetlands.
12. Potential sources of pollutants:
The primary source of pollutants is solids that are mobilized during storm events. Other sources of pollutants include oil/fuel/grease from servicing and operating construction equipment, concrete washout water, sanitary wastes and trash/debris. (3)

KYTC BMP Plan for Project CID 21 - 4404

B. Sediment and Erosion Control Measures:

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

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

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

KYTC BMP Plan for Project CID 21 - 4404

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

KYTC BMP Plan for Project CID 21 - 4404

- Placing Sod
- Planting trees and/or shrubs where they are included in the project
- BMP's including Storm Water Management Devices such as velocity dissipation devices and Karst policy BMP's to be installed during construction to control the pollutants in storm water discharges that will occur after construction has been completed are: (1) Typically use: *This project does not include storm water BMPs or flow controls for post-construction use.*

C. Other Control Measures

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

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

3. Hazardous Waste

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

4. Spill Prevention

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

- **Good Housekeeping:**

KYTC BMP Plan for Project CID 21 - 4404

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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.

KYTC BMP Plan for Project CID 21 - 4404

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.
- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.

KYTC BMP Plan for Project CID 21 - 4404

- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill cleanup will be disposed in accordance with appropriate regulations.

D. Other State and Local Plans

This BMP plan shall include any requirements specified in sediment and erosion control plans, storm water management plans or permits that have been approved by other state or local officials. Upon submittal of the NOI, other requirements for surface water protection are incorporated by reference into and are enforceable under this permit (even if they are not specifically included in this BMP plan). This provision does not apply to master or comprehensive plans, non-enforceable guidelines or technical guidance documents that are not identified in a specific plan or permit issued for the construction site by state or local officials. (1) Typically use: *There are no other local (MS4) requirements that are expected to be necessary for this project. (If MS4 requirements are necessary, it will be noted on the CE in Section M. Water Resource Impacts.)*

E. Maintenance

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

F. Inspections

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

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

G. Non – Storm Water discharges

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

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

KYTC BMP Plan for Project CID 21 - 4404

- Uncontaminated groundwater and rain water (from dewatering during excavation).

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

_____ 2. (e) land treatment or land disposal of a pollutant;

_____ 2. (f) Storing, ..., or related handling of hazardous waste, solid waste or special waste, ..., in tanks, drums, or other containers, or in piles, (This does not include wastes managed in a container placed for collection and removal of municipal solid waste for disposal off site);

_____ 2. (g) Handling of materials in bulk quantities (equal or greater than 55 gallons or 100 pounds net dry weight transported held in an individual container) that, if released to the environment, would be a pollutant;

_____ 2. (j) Storing or related handling of road oils, dust suppressants,, at a central location;

_____ 2. (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);

_____ 2. (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.

KYTC BMP Plan for Project CID 21 - 4404

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.)

KYTC BMP Plan for Project CID 21 - 4404

Contractor and Resident Engineer Plan certification

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

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

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

Resident Engineer and Contractor Certification:

(2) Resident Engineer signature

Signed _____ title _____, _____
Typed or printed name² signature

(3) Signed _____ title _____, _____
Typed or printed name¹ signature

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

KYTC BMP Plan for Project CID 21 - 4404

Sub-Contractor Certification

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

Subcontractor

Name:
Address:
Address:

Phone:

The part of BMP plan this subcontractor is responsible to implement is:

I certify under penalty of law that I understand the terms and conditions of the general Kentucky Pollutant Discharge Elimination System permit that authorizes the storm water discharges, the BMP plan that has been developed to manage the quality of water to be discharged as a result of storm events associated with the construction site activity and management of non-storm water pollutant sources identified as part of this certification.

Signed _____title_____, _____
Typed or printed name¹signature

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

SPECIAL NOTE

Filing of eNOI for KPDES Construction Stormwater Permit

County: Hardin

Route: KY 3005

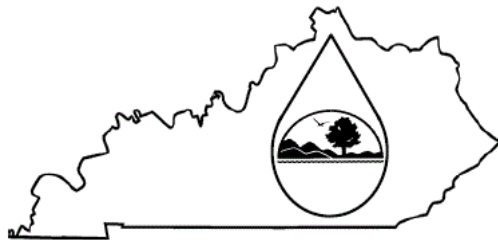
Item No.: 4-9002

KDOW Submittal ID: 225413

Project Description: Construction of an RCUT at the Intersection of KY 3005 and KY 1904.

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

If there are any questions regarding this note, please contact Danny Peake, Director, Division of Environmental Analysis, TCOB, 200 Mero Street, Frankfort, KY 40622, Phone: (502) 564-7250.



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

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

[Click here for Instructions
\(Controls/KPDES_FormKYR10_Instructions.htm\)](#)

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

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

| | | | | | |
|---|---|---|---|--|--------------------------|
| Reason for Submittal:(*) Application for New Permit Coverage ▼ | | Agency Interest ID: Agency Interest ID | | Permit Number:(✓) KPDES Permit Number | |
| If change to existing permit coverage is requested, describe the changes for which modification of coverage is being sought:(✓) | | | | | |
| ELIGIBILITY: Stormwater discharges associated with construction activities disturbing individually one (1) acre or more, including, in the case of a common plan of development, contiguous construction activities that cumulatively equal one (1) acre or more of disturbance. | | | | | |
| EXCLUSIONS: The following are excluded from coverage under this general permit: 1) Are conducted at or on properties that have obtained an individual KPDES permit for the discharge of other wastewaters which requires the development and implementation of a Best Management Practices (BMP) plan; 2) Any operation that the DOW determines an individual permit would better address the discharges from that operation; 3) Any project that discharges to an Impaired Water listed in the most recent Integrated Report, §305(b) as impaired for sediment and for which an approved TMDL has been developed. | | | | | |
| SECTION I -- FACILITY OPERATOR INFORMATION (PERMITTEE) | | | | | |
| Company Name:(✓) KYTC District 4 | | First Name:(✓) Paul | | M.I.: MI | Last Name:(✓) Sanders |
| Mailing Address:(*) 634 East Dixie Ave | | City:(*) Elizabethtown | | State:(*) Kentucky ▼ | Zip:(*) 42701 |
| eMail Address:(*) paul.sanders@ky.gov | | Business Phone:(*) 2707665066 | | Alternate Phone: Phone | |
| SECTION II -- GENERAL SITE LOCATION INFORMATION | | | | | |
| Project Name:(*) 21-4404 -Construction of an RCUT at the Intersection of KY 3005 and KY 1904. | | Status of Owner/Operator(*) State Government ▼ | | SIC Code(*) 1611 Highway and Street Const ▼ | |
| Company Name:(✓) KYTC District 4 | | First Name:(✓) Paul | | M.I.: MI | Last Name:(✓) Sanders |
| Site Physical Address:(*) 634 East Dixie Ave | | | | | |
| City:(*) Elizabethtown | | State:(*) Kentucky ▼ | | Zip:(*) 42701 | |
| County:(*) Hardin ▼ | Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 37.666615 | | Longitude(decimal degrees)(*) -85.905003 | | |
| SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION ? | | | | | |
| Project Description:(*) Construction of an RCUT at the Intersection of KY 3005 and KY 1904. | | | | | |
| a. For single projects provide the following information | | | | | |

| | |
|--|--|
| Total Number of Acres in Project:(√) | Total Number of Acres Disturbed:(√) |
| 1.3 | 1.3 |
| Anticipated Start Date:(√) | Anticipated Completion Date:(√) |
| | |
| b. For common plans of development provide the following information | |
| Total Number of Acres in Project:(√) | Total Number of Acres Disturbed:(√) |
| # Acre(s) | # Acre(s) |
| Number of individual lots in development, if applicable:(√) | Number of lots in development:(√) |
| # lot(s) | # lot(s) |
| Total acreage of lots intended to be developed:(√) | Number of acres intended to be disturbed at any one time:(√) |
| Project Acres | Disturbed Acres |
| Anticipated Start Date:(√) | Anticipated Completion Date:(√) |
| | |
| List Building Contractor(s) at the time of Application:(*) | |
| <div><div>+ Company Name</div><div></div></div> | |

SECTION IV -- IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED ?

Discharge Point(s):

| | Unnamed Tributary? | Latitude | Longitude | Receiving Water Name | |
|---------------|--------------------|-----------|------------|----------------------|--------|
| 1 | Yes | 37.665814 | -85.902759 | Valley Creek | Delete |
| 2 | Yes | 37.666893 | -85.906365 | Valley Creek | Delete |
| 3 | Yes | 37.667132 | -85.906791 | Valley Creek | Delete |
| <div>+ </div> | | | | | |

SECTION V -- IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED ?

Name of MS4:

Hardin County Fiscal Court-HARDIN COUNTY FISCAL COURT

Date of application/notification to the MS4 for construction site permit coverage:

Date

Discharge Point(s):(*)

+ Latitude Longitude

SECTION VI -- WILL THE PROJECT REQUIRE CONSTRUCTION ACTIVITIES IN A WATER BODY OR THE RIPARIAN ZONE?

Will the project require construction activities in a water body or the riparian zone?: (*)

No

If Yes, describe scope of activity: (√)

describe scope of activity

Is a Clean Water Act 404 permit required?:(*)

| | | | |
|--|-------------------------------------|--|---|
| Is a Clean Water Act 401 Water Quality Certification required?:(*) | | <div></div> | |
| SECTION VII -- NOI PREPARER INFORMATION | | | |
| First Name:(*) <div>Joseph</div> | M.I.: <div>MI</div> | Last Name:(*) <div>Ferguson</div> | Company Name:(*) <div>KYTC District 4</div> |
| Mailing Address:(*) <div>634 East Dixie</div> | City:(*) <div>Elizabethtown</div> | State:(*) <div>Kentucky</div> | Zip:(*) <div>42701</div> |
| eMail Address:(*) <div>joseph.ferguson@ky.gov</div> | | Business Phone:(*) <div>270-766-5066</div> | Alternate Phone: <div>Phone</div> |
| SECTION VIII -- ATTACHMENTS | | | |
| Facility Location Map:(*) | | <div>Upload file</div> | |
| Supplemental Information: | | <div>Upload file</div> | |
| SECTION IX -- CERTIFICATION | | | |
| I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. | | | |
| Signature:(*) <div>Signature</div> | | Title:(*) <div>Title</div> | |
| First Name:(*) <div>First Name</div> | M.I.: <div>MI</div> | Last Name:(*) <div>Last Name</div> | |
| eMail Address:(*) <div>eMail Address</div> | Business Phone:(*) <div>Phone</div> | Alternate Phone: <div>Phone</div> | Signature Date:(*) <div>Date</div> |
| <div><div>Click to Save Values for Future Retrieval</div><div>Click to Submit to EEC</div></div> | | | |

4-9002 KPDES TOPO MAP




1

2

3

| Id | LATITUDE | LONGITUDE |
|----|-----------|------------|
| 1 | 37.667132 | -85.906791 |
| 2 | 37.666893 | -85.906365 |
| 3 | 37.665814 | -85.902759 |

Legend

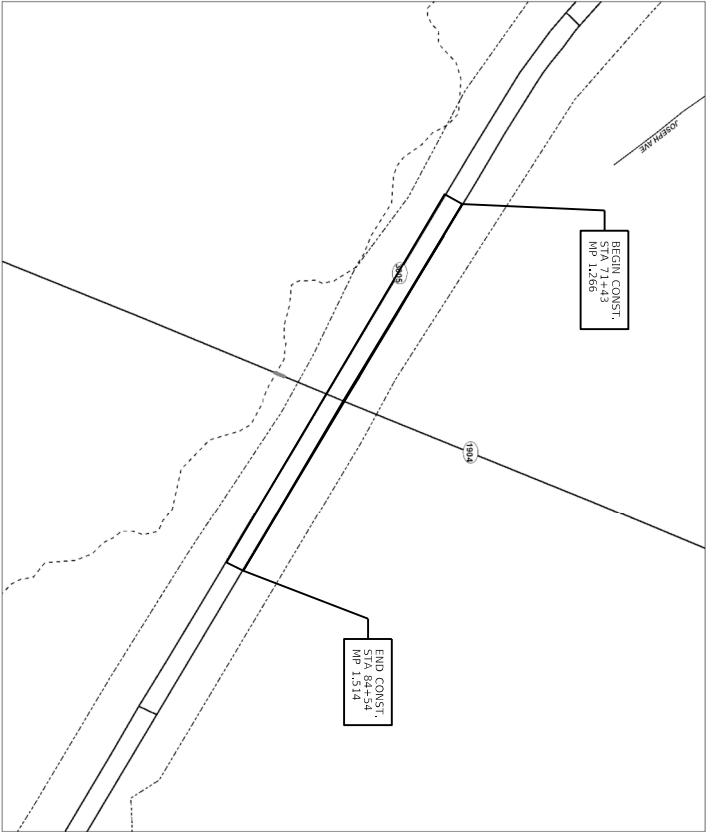
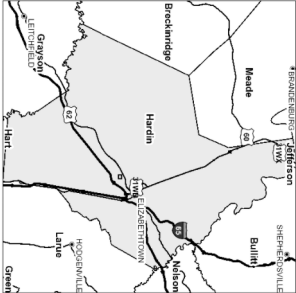
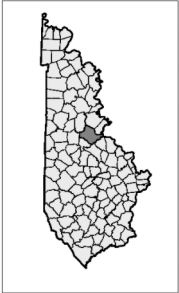
 KPDES Points

1 inch = 0.04 miles

Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

PLANS OF
PROPOSED PROJECT
HARDIN COUNTY

INTERSECTION IMPROVEMENTS AT KY 3005 (RING ROAD)
AND KY 1904 (BACON CREEK ROAD)



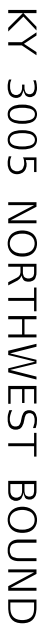
LAYOUT MAP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R1 |

FEDERAL NO: HSIP 9010 (449)
BMP: 1.266 EMP: 1.514

LAYOUT SHEET

KY 3005 SOUTHEAST BOUND



- EXISTING DRAINAGE BOX
CAP DETAIL



TYPICAL SECTION

SUMMARY OF QUANTITIES

| ITEM | DESCRIPTION | UNIT | KY 3005 | KY 1904 | TOTAL PROJECT |
|------------|---|------|---------|---------|---------------|
| 00078 | CRUSHED AGGREGATE SIZE NO 2 | TON | 1,896 | | 1,896 |
| 02200 | ROADWAY EXCAVATION | CUYD | 1,519 | | 1,519 |
| 02345 | CLEARING AND GRUBBING (1.3 ACRES) | LS | 1 | | 1 |
| 02562 | TEMPORARY SIGNS | SF | 400 | | 400 |
| 02569 | DEMOLIBLIZATION | LS | 1 | | 1 |
| 02650 | MAINTAIN & CONTROL TRAFFIC | LS | 1 | | 1 |
| 02671 | PORTABLE CHANGEABLE MESSAGE SIGN | EACH | 2 | | 2 |
| 02704 | SILT TRAP TYPE B | EACH | 8 | | 8 |
| 02705 | SILT TRAP TYPE C | EACH | 8 | | 8 |
| 02707 | CLEAN SILT TRAP TYPE B | EACH | 8 | | 8 |
| 02708 | CLEAN SILT TRAP TYPE C | EACH | 8 | | 8 |
| 01000 | PERFORATED PIPE - 4 IN | LF | 1,975 | | 1,975 |
| 01010 | NON-PERFORATED PIPE - 4 IN | LF | 80 | | 80 |
| 01024 | PEFF PIPE HEADWALL TY2 - 4 IN | EACH | 8 | | 8 |
| 02726 | STAKING | LS | | | 1 |
| 2499SEC | PAVE STRIPING - SPRAY THERMO-6 IN W | LF | 2,663 | 3,121 | 5,205 |
| 2499SEC | PAVE STRIPING - SPRAY THERMO-6 IN Y | LF | 2,709 | 2,030 | 4,667 |
| 06568 | PAVE MARKING - THERMO STOP BAR - 24 IN | LF | | 24 | 24 |
| 06569 | PAVE MARKING -THERMO CROSS-HATCH | SOFT | | 940 | 940 |
| 06574 | PAVE MARKING - THERMO CURVE ARROW | EACH | 14 | 4 | 16 |
| 24683ED | PAVE MARKING - THERMO DOTTED LANE EXTEN | LF | 574 | | 574 |
| 2055ND | SAWCUT PAVEMENT | LF | 3,468 | | 3,468 |
| 21289ED | LONGITUDINAL EDGE KEY | LF | 3,468 | | 3,468 |
| 22664EN | WATER BLASTING EXISTING STRIPE | LF | 1,946 | 7,876 | 9,797 |
| 24679ED | PAVE MARK THERMO CHEVRON | SOYD | 384 | | 256 |
| 01917 | STANDARD BARRIER MEDIAN TYPE 2 | SOYD | 304 | | 304 |
| 01921 | STANDARD BARRIER MEDIAN TYPE 4 | SOYD | 214 | | 214 |
| 02676 | MOBILIZATION FOR MILL AND TEXT | LS | | | 1 |
| 02677 | ASPHALT MILLING AND TEXTURING | TON | 53 | | 53 |
| 02237 | DITCHING | LF | 236 | | 236 |
| 05950 | EROSION CONTROL BLANKET | SOYD | 550 | | 550 |
| 02701 | TEMP SILT FENCE | LF | 750 | | 750 |
| 23274EN11F | TURF REINFORCEMENT MAT 1 | SOYD | 500 | | 500 |
| 05952 | TEMPORARY MULCH | SOYD | 4,150 | | 4,150 |
| 05953 | TEMP SEEDING AND PROTECTION | SOYD | 3,150 | | 3,150 |
| 05963 | INITIAL FERTILIZER | TON | 0.325 | | 0.325 |
| 05964 | MAINTENANCE FERTILIZER | TON | 0.1 | | 0.1 |
| 05985 | SEEDING AND PROTECTION | TON | 2,732 | | 2,732 |
| 05992 | AGRICULTURAL LIMESTONE | TON | 4 | | 4 |
| 6547 | PAVE STRIPING - THERMO - 12 IN Y | LF | | 554 | 554 |

| ITEM CODE | ITEM | UNIT | KY 361 | KY 1904 | TOTAL PROJECT |
|-----------|--|------|--------|---------|---------------|
| 00388 | CL 3 ASPH SIFR 0.388 PG 64-22 | TONS | 345 | | 345 |
| 00214 | CL 3 ASPH BASE 1.00D PG 64-22 | TONS | 1281 | | 1281 |
| 00003 | CRUSHED STONE BASE | TONS | 1888 | | 1888 |
| 24970EC | ASPHALT MATERIAL FOR TACK NON-TRACKING | TONS | 3.5 | | 3.5 |
| 00103 | ASPHALT SEAL COAT | TONS | 2.16 | | 2.16 |
| 00100 | ASPHALT SEAL AGGREGATE | TONS | 18.00 | | 18.00 |
| 00190 | LEVELING & WEDGING PG 64-22 | TONS | 5 | | 5 |

GENERAL SUMMARY NOTES:

- ① APPROXIMATELY 1.3 ACRES

② QUANTITIES ARE APPROXIMATE AND ARE FOR INFORMATION ONLY:
CON: 1,519 CU YDS TOTAL
EMB: 304 CU YDS TOTAL

③ WATER SHALL BE INCIDENTAL TO MAINTAIN AND CONTROL TRAFFIC

④ GEOTEXTILE FABRIC CLASS 1 SHALL BE WRAPPED AROUND #2 STONE. THE FABRIC SHALL BE INCIDENTAL TO THE CRUSHED AGGREGATE SIZE NO 2 BID ITEM.
- ⑤ FOR PREPARATION OF STANDARD BARRIER MEDIAN TYPE 4 CONSTRUCTION

⑥ FOR THE REMOVAL OF ALL STRIPING AND MARKING THAT WILL CONFLICT WITH FUTURE PROPOSED TRAFFIC PATTERNS OR PROPOSED MARKINGS

⑦ FOR ALL LOCATIONS OF PAVEMENT WIDENING OR REPLACEMENT (SEE TYPICAL SECTIONS)

PAVING SUMMARY NOTES:

- ALL ASPHALT MIXTURES SHALL BE ESTIMATED AT 1.98 TONS PER CU. YD. OTHERWISE.
- ⑧ TONNAGE BASED ON END-AREA OF CROSS-SECTIONS / MODEL

⑨ ESTIMATED AT 2.07 TONS/CUYD

⑩ ESTIMATED AT 2.40 LBS. PER SQ. YD., (TWO COATS)

⑪ ESTIMATED AT 20 LBS. PER SQ. YD., (TWO COATS)

⑫ TO BE USED BETWEEN ALL ASPHALT COURSE LAYERS AT A RATE OF 0.7 LB/SY

⑬ ESTIMATED QUANTITY FOR MAKING ADJUSTMENTS TO CROSS SLOPES AND WHERE NEEDED AT THE DOWNS, AS DIRECTED BY THE ENGINEER

| | | |
|--|----------|-----------|
| RING RD / BACON CREEK RD INTERSECTION R-CUT HSIP | | |
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | R2A |
| SUMMARY OF QUANTITIES | | |

PIPE DRAINAGE SUMMARY

[illegible]

NOTES

IF A PIPE COLLAR OR BEND CONNECTION IS NEEDED FOR CONSTRUCTION OF A PIPE EXTENSION, IT SHALL BE CONSIDERED INCIDENTAL TO THE COST OF THE PIPE BEING CONSTRUCTED.

GEOTEXTILE FABRIC CLASS 2 INCIDENTAL TO STORM SEWER PIPE

SEE PLAN SHEETS FOR LOCATIONS

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | R2B |

RING ROAD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

PIPE DRAINAGE SUMMARY

GENERAL NOTES

COMPACTION OF ASPHALT MIXTURES

WILL ACCEPT THE COMPACTION OF ASPHALT MIXTURES ON THIS PROJECT BY OPTION B ACCORDING TO SUBSECTIONS 402.03.02 OF THE STANDARD SPECIFICATIONS.

BEFORE YOU DIG

THE CONTRACTOR IS INSTRUCTED TO CALL 1-800-752-6007 TO REACH KY 811, THE ONE-CALL SYSTEM FOR INFORMATION ON THE LOCATION OF EXISTING UNDERGROUND UTILITIES. THE CALL IS TO BE PLACED A MINIMUM OF TWO (2) AND NO MORE THAN TEN (10) BUSINESS DAYS PRIOR TO EXCAVATION. THE CONTRACTOR SHOULD BE AWARE THAT OWNERS OF UNDERGROUND FACILITIES ARE NOT REQUIRED TO BE MEMBERS OF THE KY 811 ONE-CALL BEFORE-U-DIG (BUD) SERVICE. THE CONTRACTOR MUST COORDINATE EXCAVATION WITH THE UTILITY OWNERS, INCLUDING THOSE WHOM DO NOT SUBSCRIBE TO KY 811. IT MAY BE NECESSARY FOR THE CONTRACTOR TO CONTACT THE COUNTY COURT CLERK TO DETERMINE WHAT UTILITY COMPANIES HAVE FACILITIES IN THE AREA

ASPHALT PAVEMENT RIDE QUALITY

PAVEMENT RIDEABILITY REQUIREMENTS, IN ACCORDANCE WITH SECTION 410 OF THE STANDARD SPECIFICATIONS, SHALL APPLY ON THIS PROJECT. CATEGORY B SHALL APPLY.

EXISTING ROADWAY SIGNAGE

EXISTING ROADWAY SIGNAGE TO BE REMOVED UNHARMED, AND DELIVERED TO THE KYTC TRAFFIC FACILITY AT 310 VALLEY CREEK RD (KY 567) ELIZABETHTOWN, KY 42701. SIGNAGE TO BE UPDATED TO BE ACCURATE AS PHASE OF PROJECT PROGRESSES - CONTACT JUSTIN WALLACE 270-766-5066

UTILITY OWNERS

| | | |
|------------------------|----------------------------------|------------------------------|
| Noiin RECC | City Of E-Town Sanitary Sewer | Windstream KY East |
| Devon Woosley | Michael Page | Steve Johnson |
| dwoosley@noiinrecc.com | michael.page@elizabethtownky.gov | Steve.Johnson@windstream.com |
| 270-765-6153 | 270-268-2288 | 859357-6209 |

| |
|---------------------------------|
| Brandenburg Telephone |
| Kyle Dalton |
| Kyle.Dalston@brandenburgtel.com |
| 270-766-7531 |

STANDARD DRAWINGS

STANDARD DRAWINGS ARE NOT ATTACHED TO THESE PLANS. A STANDARD DRAWING BOOK AND THE HEADWALL SUPPLEMENTAL BOOK MAY BE OBTAINED FROM THE POLICY SUPPORT BRANCH OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES IN FRANKFORT, KY. AT (502) 564-3670

PAVEMENT MARKINGS / STRIPING / THERMO

CONTACT KYTC TRAFFIC ENGINEER (JUSTIN WALLACE) PRIOR TO PERMANENT STRIPING OR THERMO. 270-766-5066

PROFILE / VERTICAL CONTROL

NO PROFILE IS PROVIDED FOR THE PROJECT. CONSTRUCT VIA SPLINE GRADE WITH EXISTING EDGE OF PAVEMENT BEING THE GRADE POINT. REFER TO CROSS SECTIONS FOR ALL ELEVATIONS/PERTINENT INFORMATION

SPECIAL NOTES

SPECIAL NOTE 11 PORTABLE CHANGEABLE MESSAGE SIGNS
SPECIAL NOTE FOR NON-TRACKING TACK COAT

NOT TO SCALE

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R2C |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

GENERAL NOTES

MAINTENANCE OF TRAFFIC NOTES

GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE STANDARD DRAWINGS, CURRENT EDITIONS.
2. EXCEPT FOR THE ROADWAY AND TRAFFIC CONTROL BID ITEMS LISTED, ALL ITEMS OF WORK NECESSARY TO MAINTAIN AND CONTROL TRAFFIC WILL BE PAID AT THE LUMP SUM BID PRICE TO 'MAINTAIN AND CONTROL TRAFFIC' AS SET FORTH IN THE CURRENT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION UNLESS OTHERWISE PROVIDED FOR IN THESE NOTES. THE LUMP 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 FLAREPERSONS AND TRAFFIC CONTROL DEVICES SUCH AS, BUT NOT LIMITED TO, FLASHERS, BARRICADES AND VERTICAL PANELS, PLASTIC DRUMS (STEEL DRUMS WILL NOT BE PERMITTED) AND CONES NECESSARY FOR THE CONTROL AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC AS SPECIFIED IN THESE NOTES, THE PLANS, THE MUTCD OR THE ENGINEER.
3. ANY TEMPORARY TRAFFIC CONTROL ITEMS, DEVICES, MATERIALS AND INCIDENTALS SHALL REMAIN THE PROPERTY OF THE CONTRACTOR WHEN NO LONGER NEEDED.
4. THE CONTRACTOR SHALL MAINTAIN A MINIMUM THROUGH LANE WIDTH OF 10 FEET (BOTH THROUGH LANES ON BOTH SIDES OF INTERSECTION).
5. THE CONTRACTOR SHALL COMPLETELY COVER ANY SIGNS, EITHER EXISTING, PERMANENT OR TEMPORARY, WHICH DO NOT PROPERLY APPLY TO THE CURRENT TRAFFIC PHASING, AND SHALL MAINTAIN THE COVERING UNTIL THE SIGNS ARE APPLICABLE OR ARE REMOVED.
6. IN GENERAL, ALL TRAFFIC CONTROL DEVICES SHALL BE PLACED STARTING AND PROCEEDING IN THE DIRECTION OF THE FLOW OF TRAFFIC AND REMOVED STARTING AND PROCEEDING IN THE DIRECTION OPPOSITE THE FLOW OF TRAFFIC.
7. THE ENGINEER AND THE CONTRACTOR, OR THEIR AUTHORIZED REPRESENTATIVES, SHALL REVIEW THE SIGNING BEFORE TRAFFIC IS ALLOWED TO USE ANY LANE CLOSURES, CROSOVERS OR DETOURS. ALL SIGNING SHALL BE APPROVED BY THE ENGINEER BEFORE WORK CAN BE STARTED BY THE CONTRACTOR.
8. IF THE CONTRACTOR DESIRES TO DEVIATE FROM THE TRAFFIC CONTROL SCHEME AND CONSTRUCTION SCHEDULE OUTLINED IN THESE PLANS AND THIS PROPOSAL, HE SHALL PREPARE AN ALTERNATE PLAN AND PRESENT IT IN WRITING TO THE ENGINEER. 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.
9. IF TRAFFIC SHOULD BE STOPPED DUE TO CONSTRUCTION OPERATIONS AND AN EMERGENCY VEHICLE ON AN OFFICIAL EMERGENCY RUN ARRIVES AT THE SCENE, THE CONTRACTOR SHALL MAKE THE PROVISIONS FOR THE PASSAGE OF THAT VEHICLE AS QUICKLY AS POSSIBLE.

PAVEMENT DROP-OFF

A PAVEMENT EDGE THAT TRAFFIC IS NOT EXPECTED TO CROSS, EXCEPT ACCIDENTALLY, SHOULD BE TREATED AS FOLLOWS:

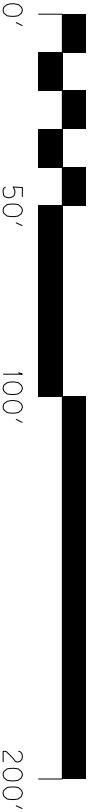
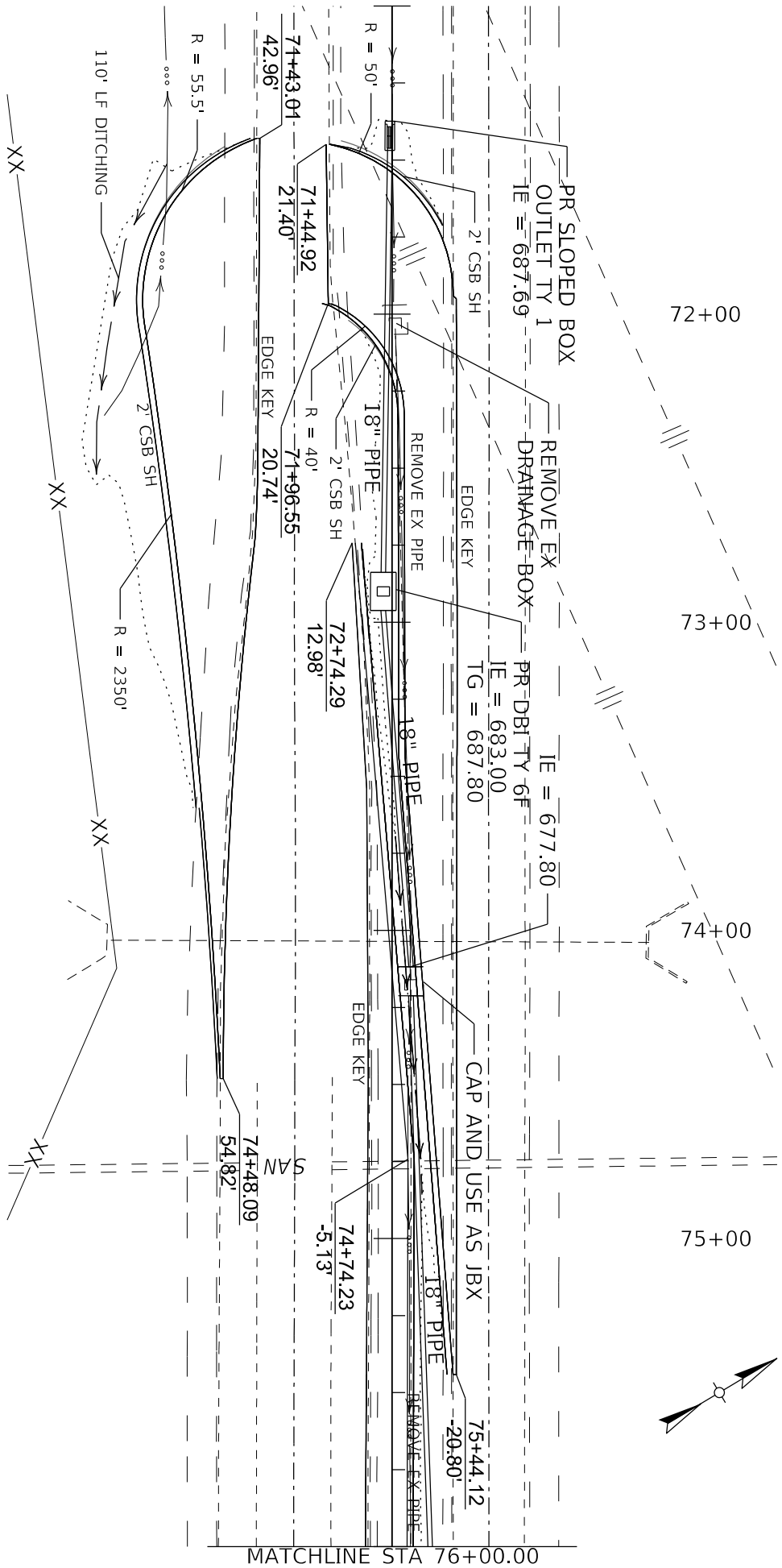
- LESS THAN TWO INCHES - NO PROTECTION REQUIRED. WARNING SIGNS SHOULD BE PLACED IN ADVANCE AND THROUGHOUT THE DROP-OFF AREA.
 - TWO TO FOUR INCHES - PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES EVERY 100 FEET ON TANGENT SECTIONS FOR SPEEDS OF 50 MPH OR GREATER. CONES MAY BE USED IN PLACE OF PLASTIC DRUMS, PANELS AND BARRICADES DURING DAYLIGHT HOURS. FOR TANGENT SECTIONS WITH SPEEDS LESS THAN 50 MPH AND FOR CURVES, DEVICES SHOULD BE PLACED EVERY 50 FEET. SPACING OF DEVICES ON TAPERED SECTIONS SHOULD BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
 - GREATER THAN FOUR INCHES - POSITIVE SEPARATION OR WEDGE WITH 3:1 OR FLATTER SLOPE NEEDED. IF THERE IS FIVE FEET OR MORE DISTANCE BETWEEN THE EDGE OF THE PAVEMENT AND THE DROP-OFF, THEN DRUMS, PANEL, OR BARRICADES MAY BE USED. IF THE DROP-OFF IS GREATER THAN 12 INCHES, POSITIVE SEPARATION IS STRONGLY ENCOURAGED. IF CONCRETE BARRIERS ARE USED, SPECIAL REFLECTIVE DEVICES OR STEADY BURN LIGHTS SHOULD BE USED FOR OVERNIGHT INSTALLATIONS.
- FOR TEMPORARY CONDITIONS, DROP-OFFS GREATER THAN FOUR INCHES MAY BE PROTECTED WITH PLASTIC DRUMS, VERTICAL PANELS OR BARRICADES FOR SHORT DISTANCES DURING DAYLIGHT HOURS WHILE WORK IS BEING DONE IN THE DROP-OFF AREA.
- LESSER TREATMENTS THAN THOSE DESCRIBED ABOVE MAY BE CONSIDERED FOR LOW-VOLUME LOCAL STREETS.
- 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.

NOT TO SCALE

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R2D |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

MOT NOTES

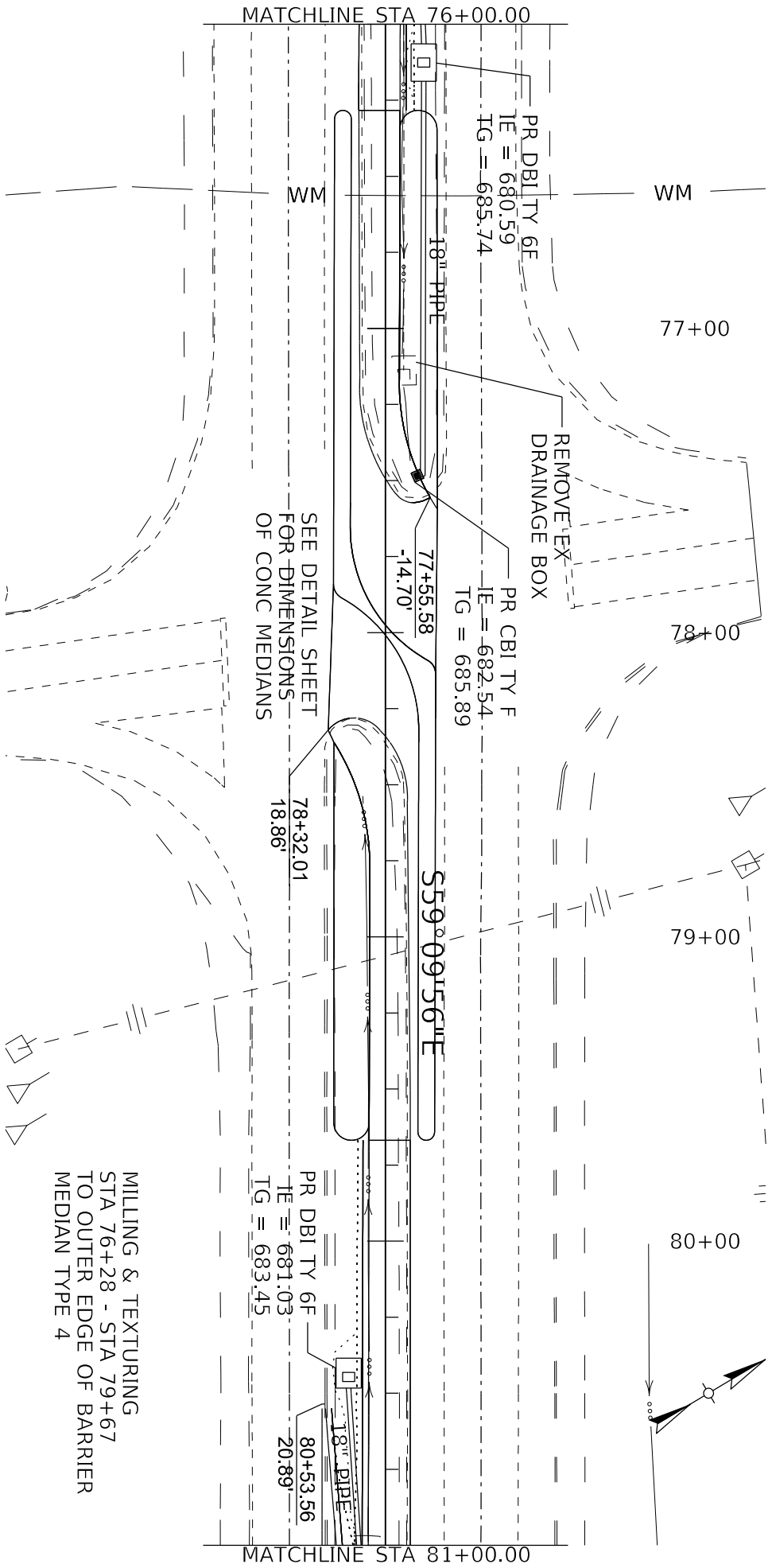


SCALE: 1" = 50'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R3 |

PLAN SHEET



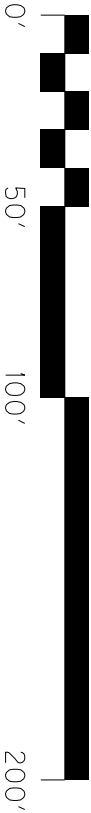
| COORDINATE CONTROL | | | |
|--------------------|------------|------------|--|
| PT NAME | NORTHING | EASTING | |
| CP 1 | 3767290.49 | 4875205.26 | |
| CP 2 | 3767077.66 | 4875005.17 | |
| CP 3 | 3765901.43 | 4877389.91 | |
| CP 4 | 3765652.69 | 4877348.22 | |

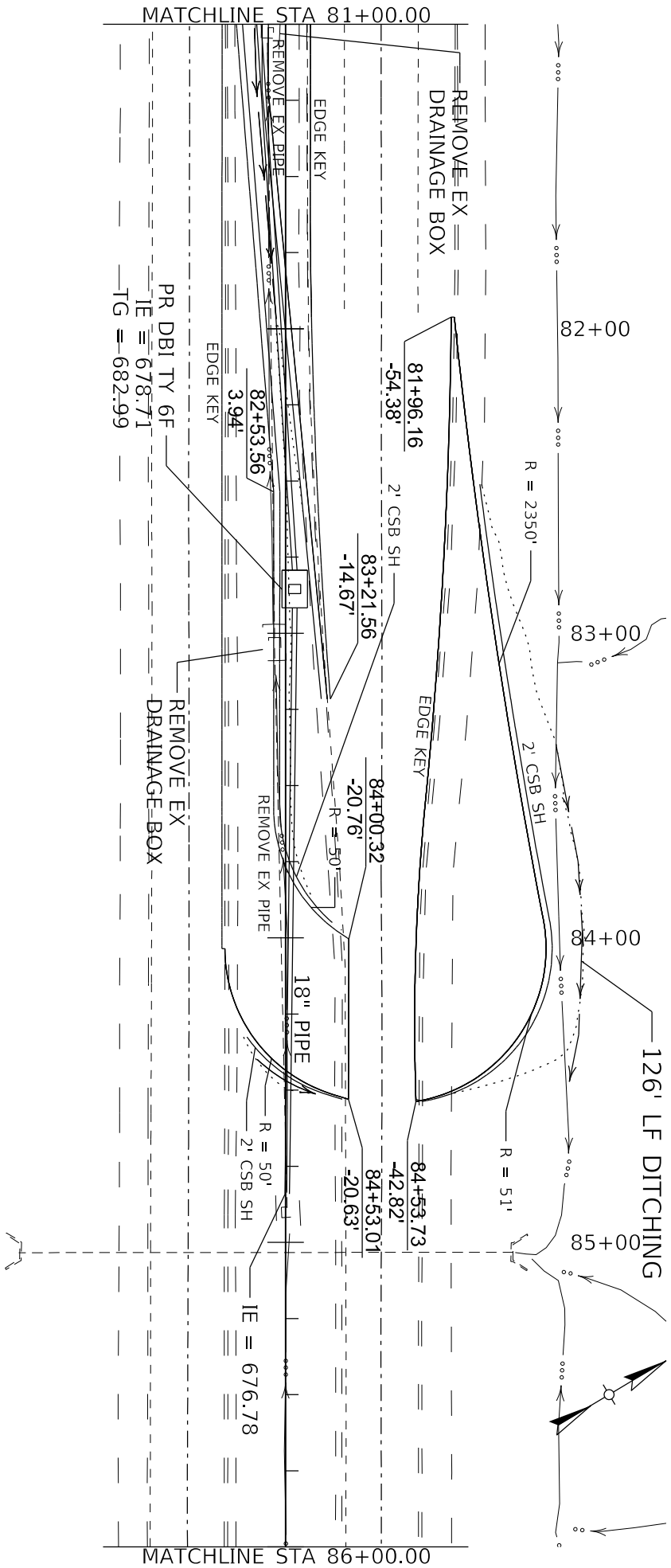
RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R4 |

SCALE: 1" = 50'

PLAN SHEET





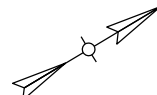
SCALE: 1" = 50'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R5 |

PLAN SHEET

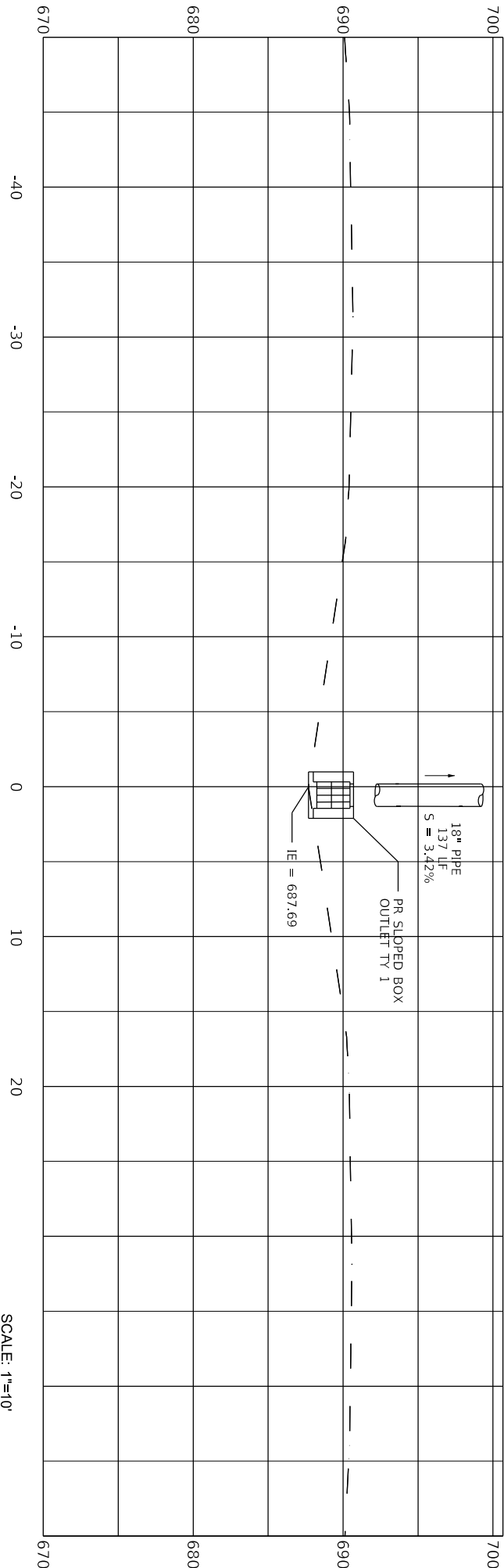




PLAN VIEW
BARRIER MEDIAN
NOSE DETAIL

RING RD / BACON CREEK RD INTERSECTION
D C 117

STANDARD BARRIER MEDIAN DETAIL SHEET



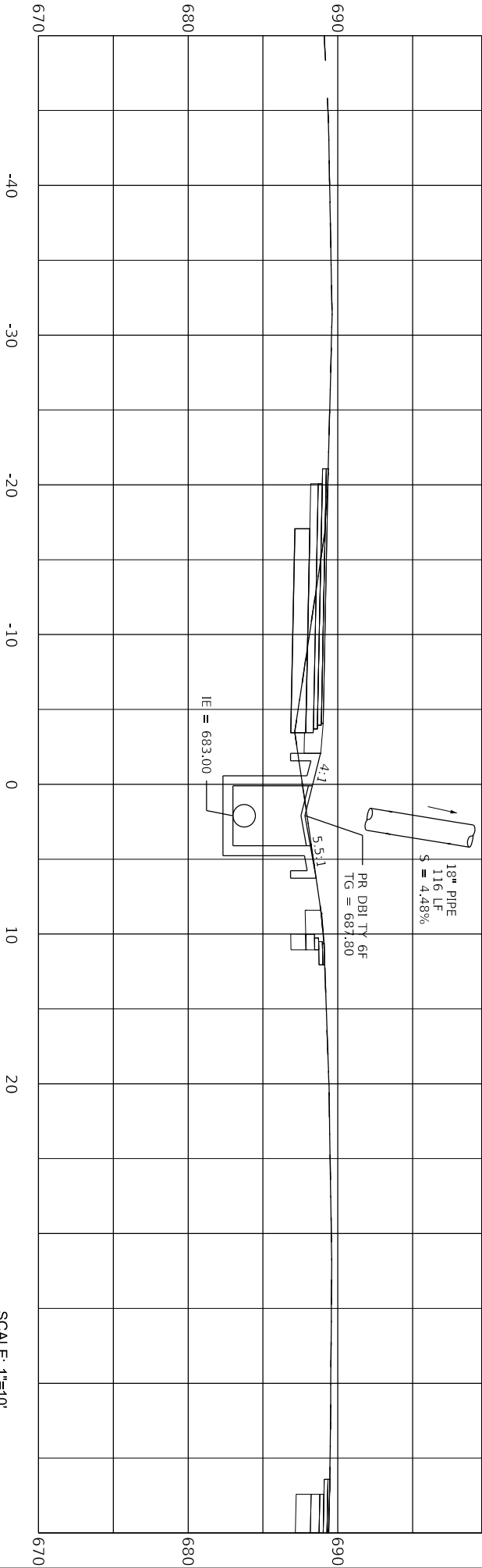
71+37.42

SCALE: 1"=10'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 7 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

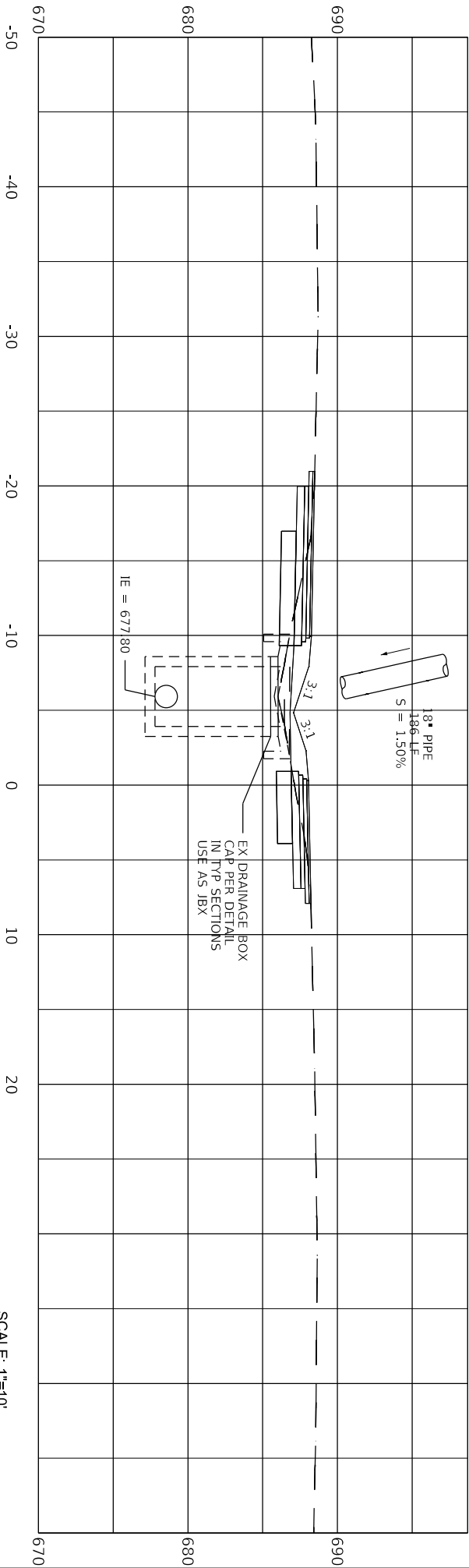
PIPE SHEET



RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R8 |

PIPE SHEET



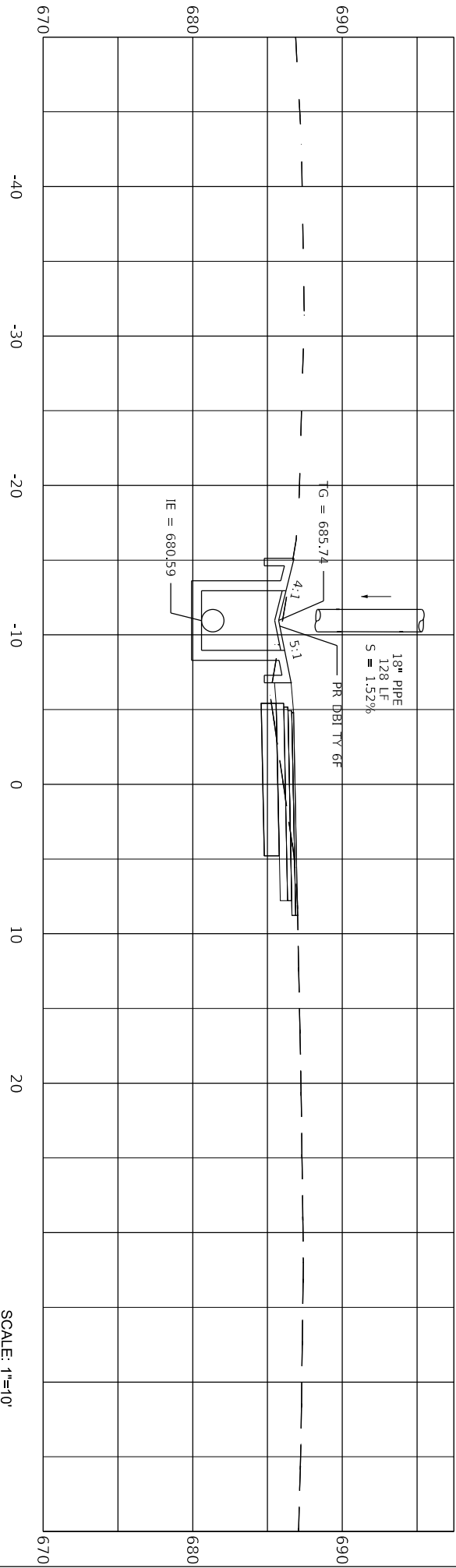
74+17.76

SCALE: 1"=10'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R9 |

PIPE SHEET



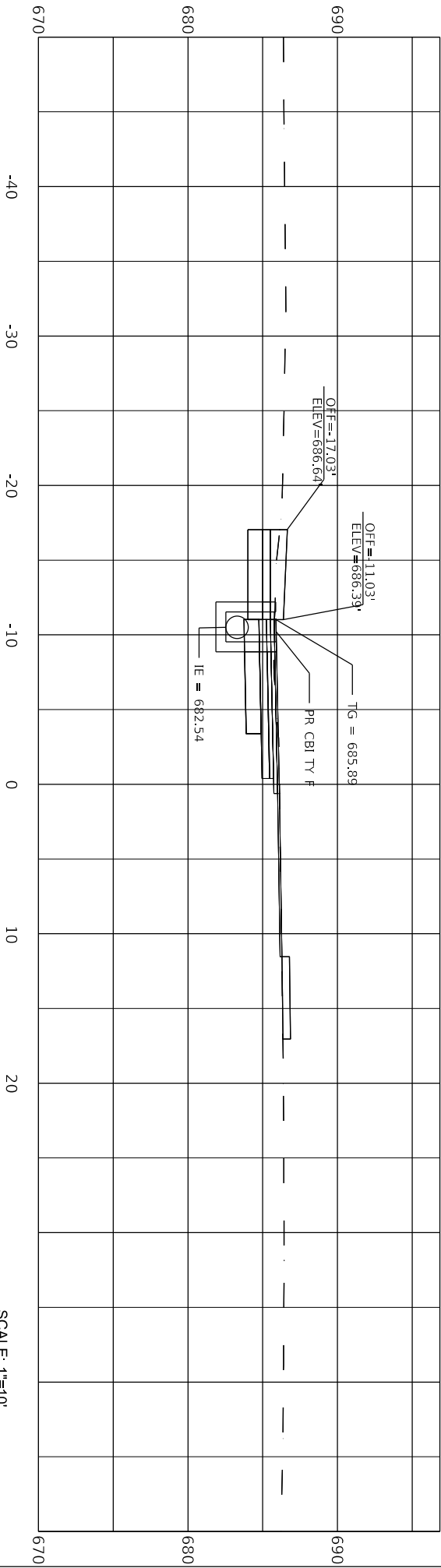
76+12.64

SCALE: 1"=10'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 10 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

PIPE SHEET



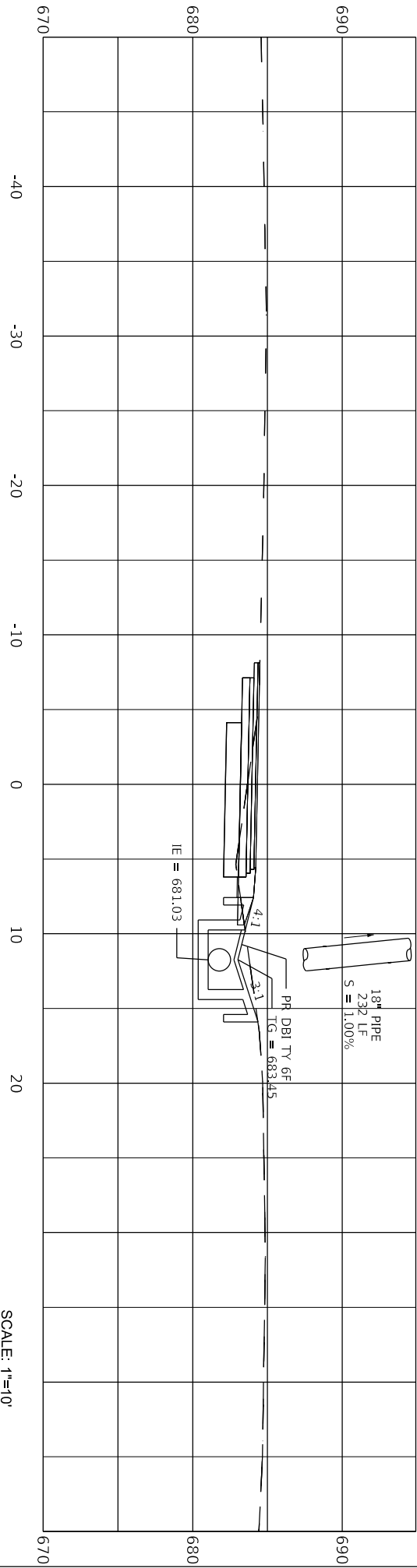
77+48.44

SCALE: 1"=10'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R.11 |

PIPE SHEET



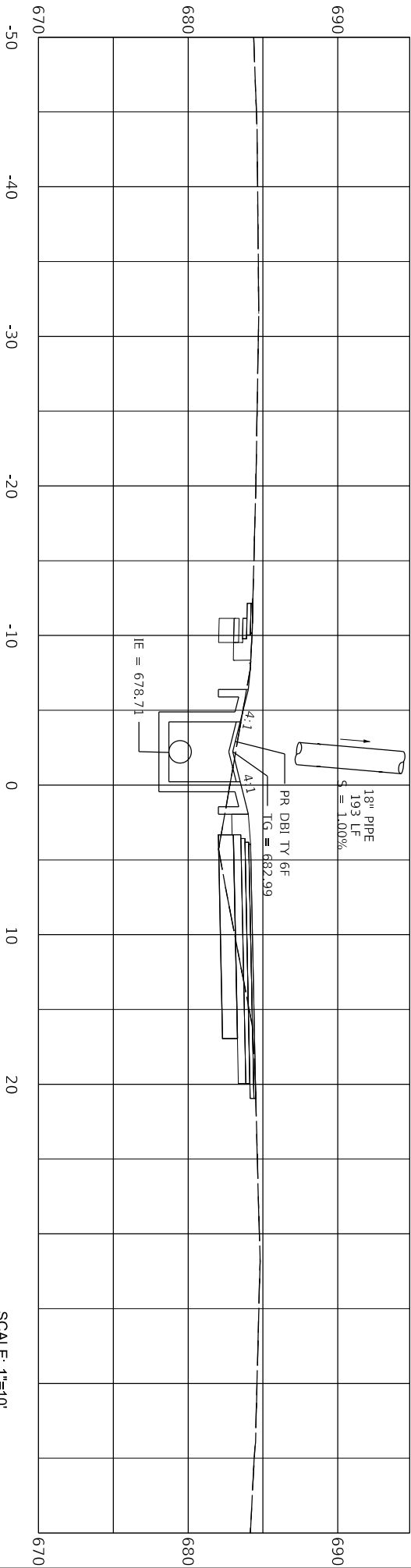
80+44.64

SCALE: 1"=10'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 12 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

PIPE SHEET



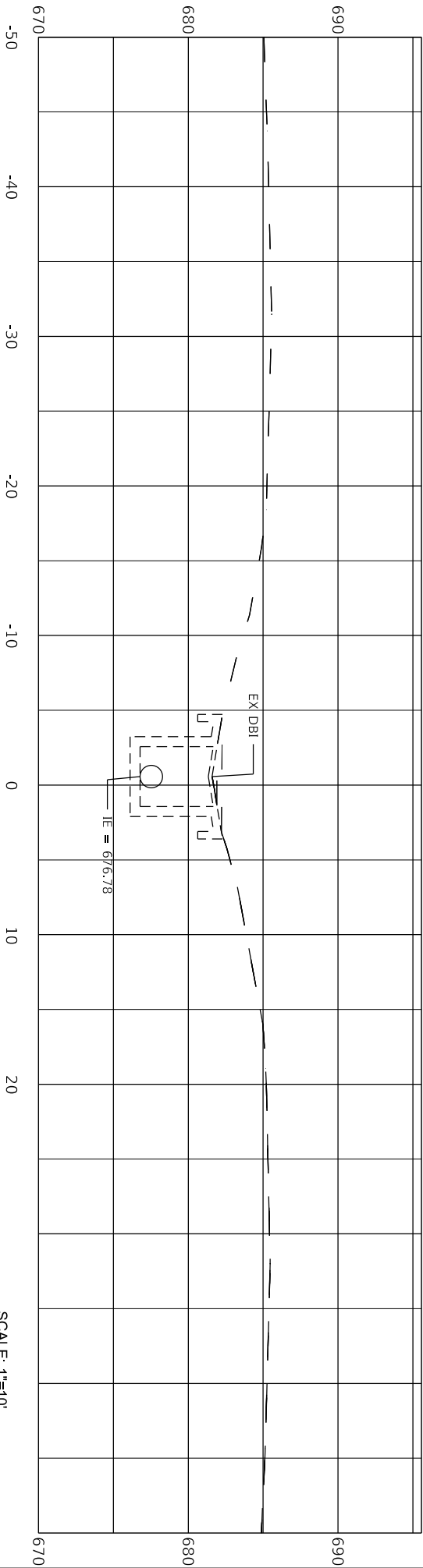
82+85.45

SCALE: 1"=10'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 13 |

PIPE SHEET



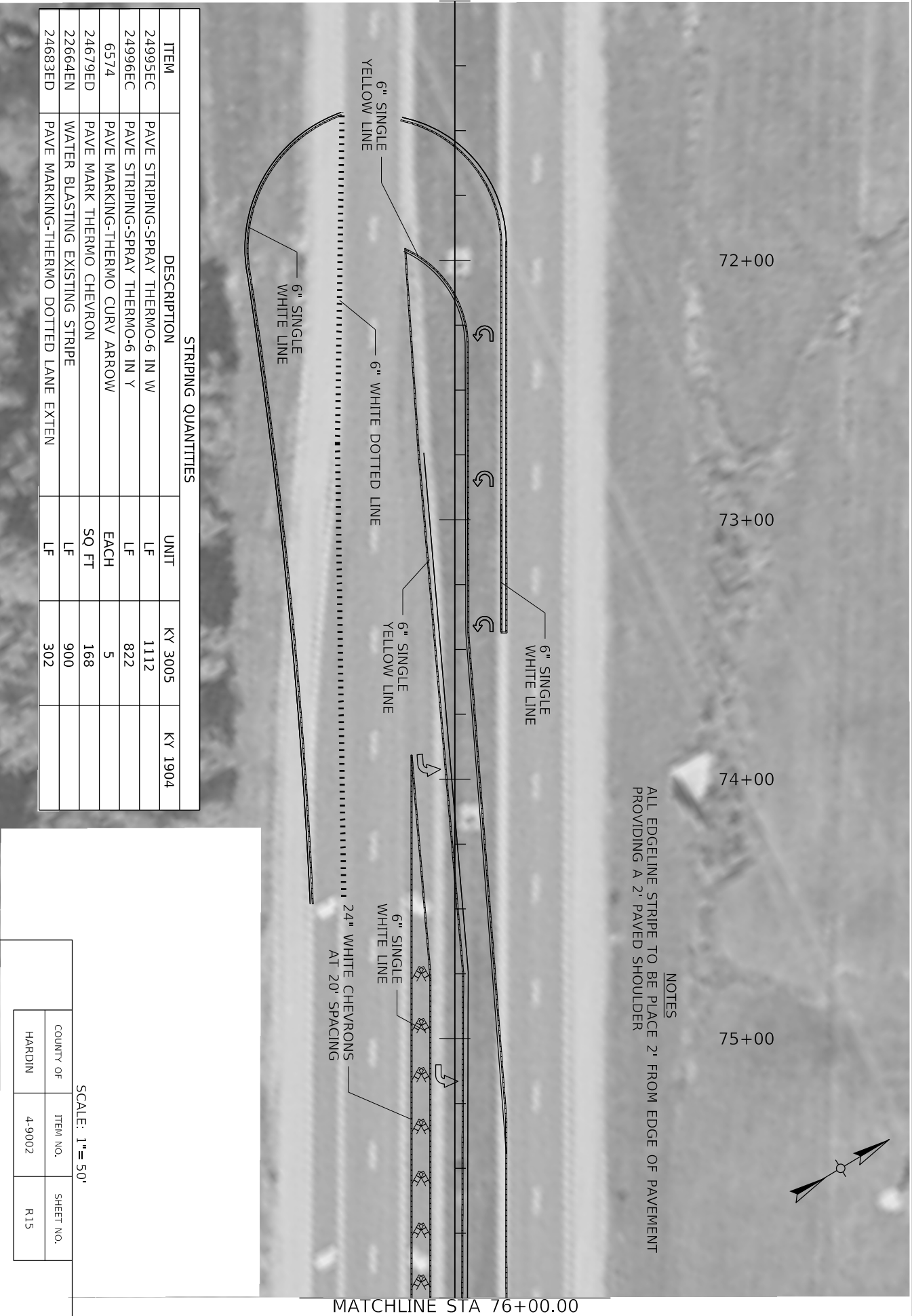
84+90.10

SCALE: 1"=10'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 14 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

PIPE SHEET



| STRIPING QUANTITIES | | | | |
|---------------------|---------------------------------------|-------|---------|---------|
| ITEM | DESCRIPTION | UNIT | KY 3005 | KY 1904 |
| 24995EC | PAVE STRIPING-SPRAY THERMO-6 IN W | LF | 1112 | |
| 24996EC | PAVE STRIPING-SPRAY THERMO-6 IN Y | LF | 822 | |
| 6574 | PAVE MARKING-THERMO CURV ARROW | EACH | 5 | |
| 24679ED | PAVE MARK THERMO CHEVRON | SQ FT | 168 | |
| 22664EN | WATER BLASTING EXISTING STRIPE | LF | 900 | |
| 24683ED | PAVE MARKING-THERMO DOTTED LANE EXTEN | LF | 302 | |

NOTES
ALL EDGE LINE STRIPE TO BE PLACE 2' FROM EDGE OF PAVEMENT
PROVIDING A 2' PAVED SHOULDER



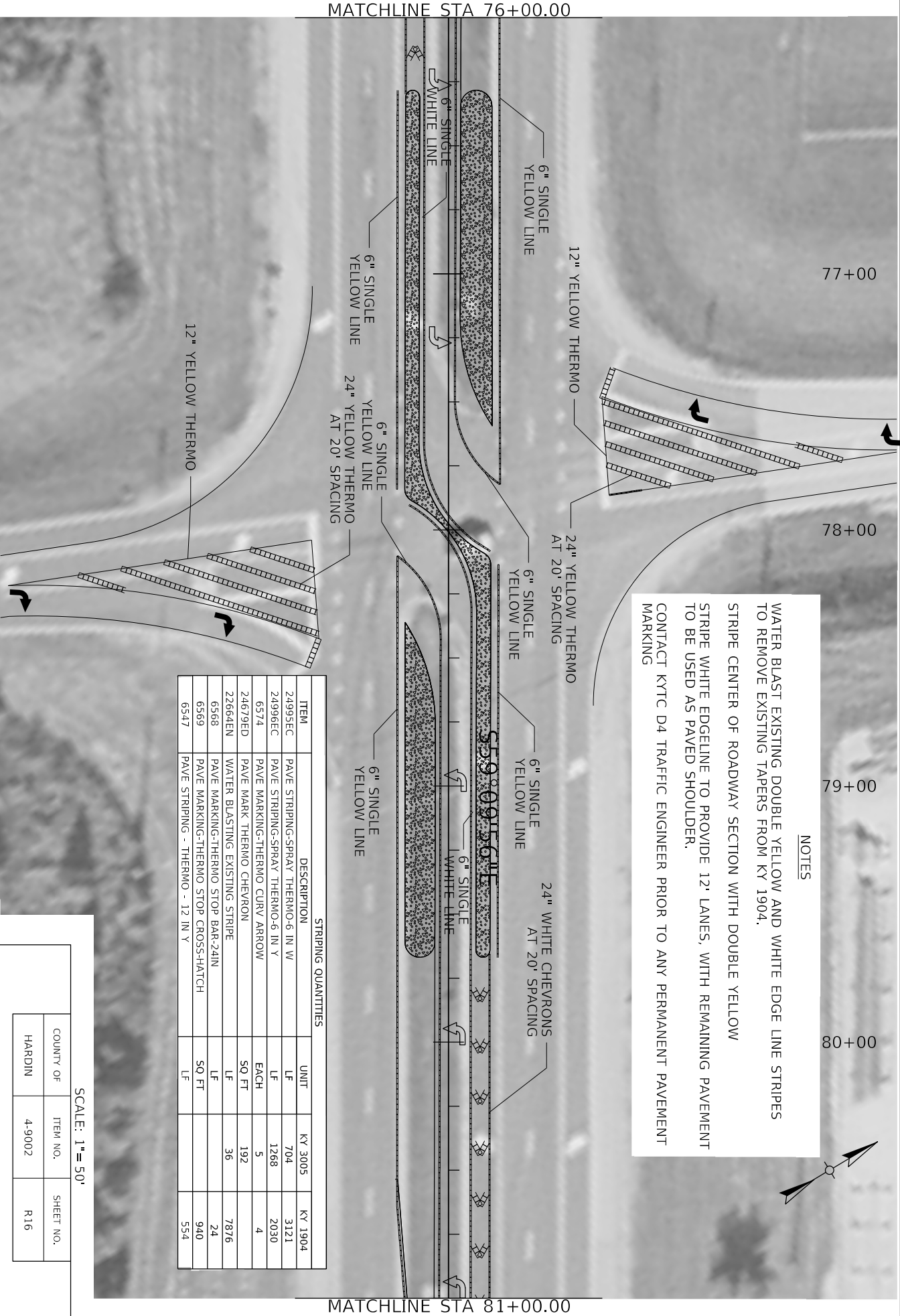
MATCHLINE STA 76+00.00

SCALE: 1" = 50'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R15 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

STRIPING PLAN SHEET



NOTES

WATER BLAST EXISTING DOUBLE YELLOW AND WHITE EDGE LINE STRIPES TO REMOVE EXISTING TAPERS FROM KY 1904.

STRIPE CENTER OF ROADWAY SECTION WITH DOUBLE YELLOW STRIPE WHITE EDGELINE TO PROVIDE 12' LANES, WITH REMAINING PAVEMENT TO BE USED AS PAVED SHOULDER.

CONTACT KYTC D4 TRAFFIC ENGINEER PRIOR TO ANY PERMANENT PAVEMENT MARKING

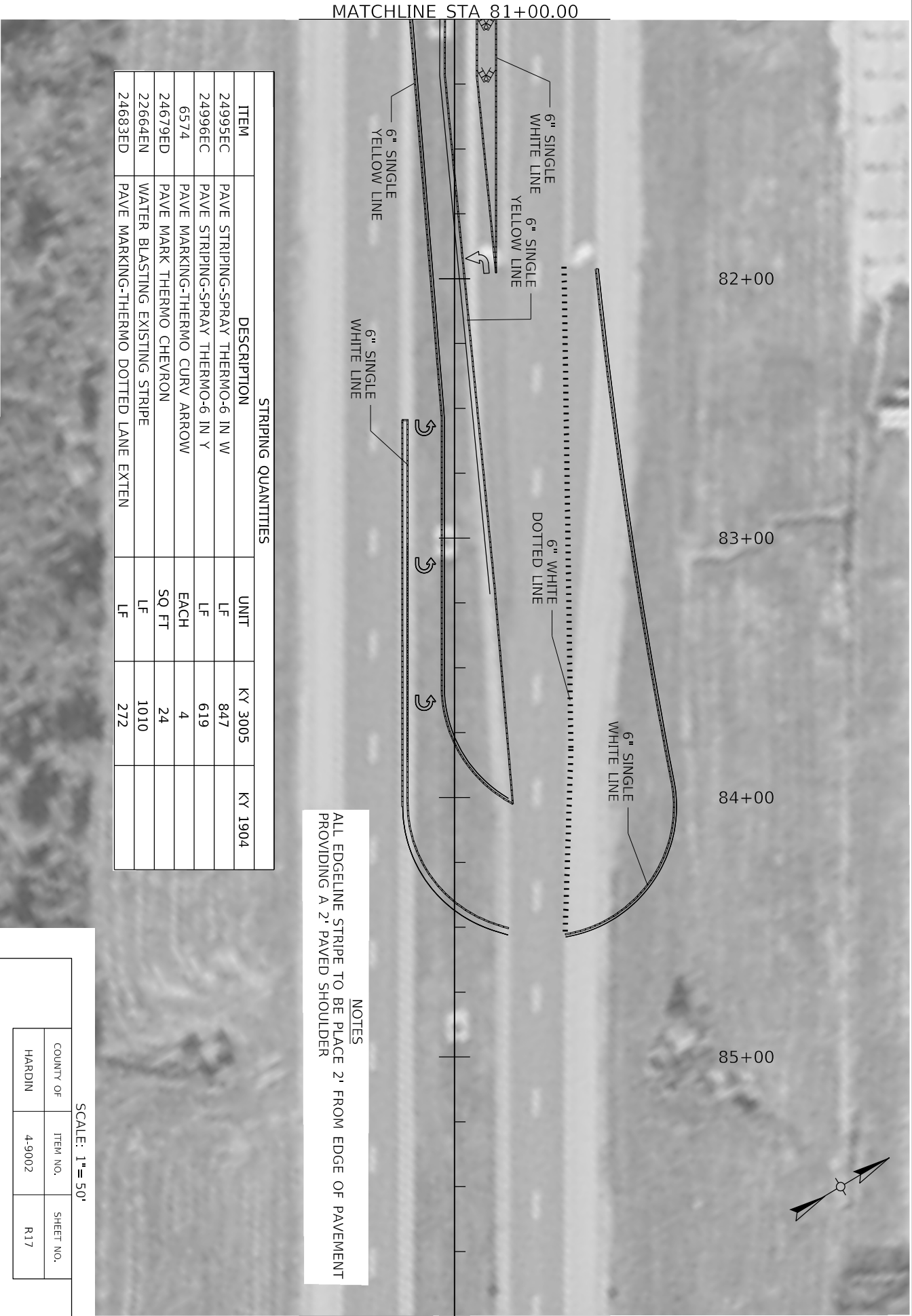
| STRIPING QUANTITIES | | | |
|---------------------|--------------------------------------|-------|-------------------|
| ITEM | DESCRIPTION | UNIT | |
| 24995EC | PAVE STRIPING-SPRAY THERMO-6 IN W | LF | KY 3005 704 3121 |
| 24996EC | PAVE STRIPING-SPRAY THERMO-6 IN Y | LF | KY 1904 1268 2030 |
| 6574 | PAVE MARKING-THERMO CURV ARROW | EACH | 5 4 |
| 24679ED | PAVE MARK THERMO CHEVRON | SQ FT | 192 7876 |
| 22664EN | WATER BLASTING EXISTING STRIPE | LF | 36 24 |
| 6568 | PAVE MARKING-THERMO STOP BAR-24IN | LF | 940 |
| 6569 | PAVE MARKING-THERMO STOP CROSS-HATCH | SQ FT | 554 |
| 6547 | PAVE STRIPING - THERMO - 12 IN Y | LF | |

SCALE: 1" = 50'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 16 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

STRIPING PLAN SHEET



NOTES
ALL EDGELINE STRIPE TO BE PLACE 2' FROM EDGE OF PAVEMENT
PROVIDING A 2' PAVED SHOULDER

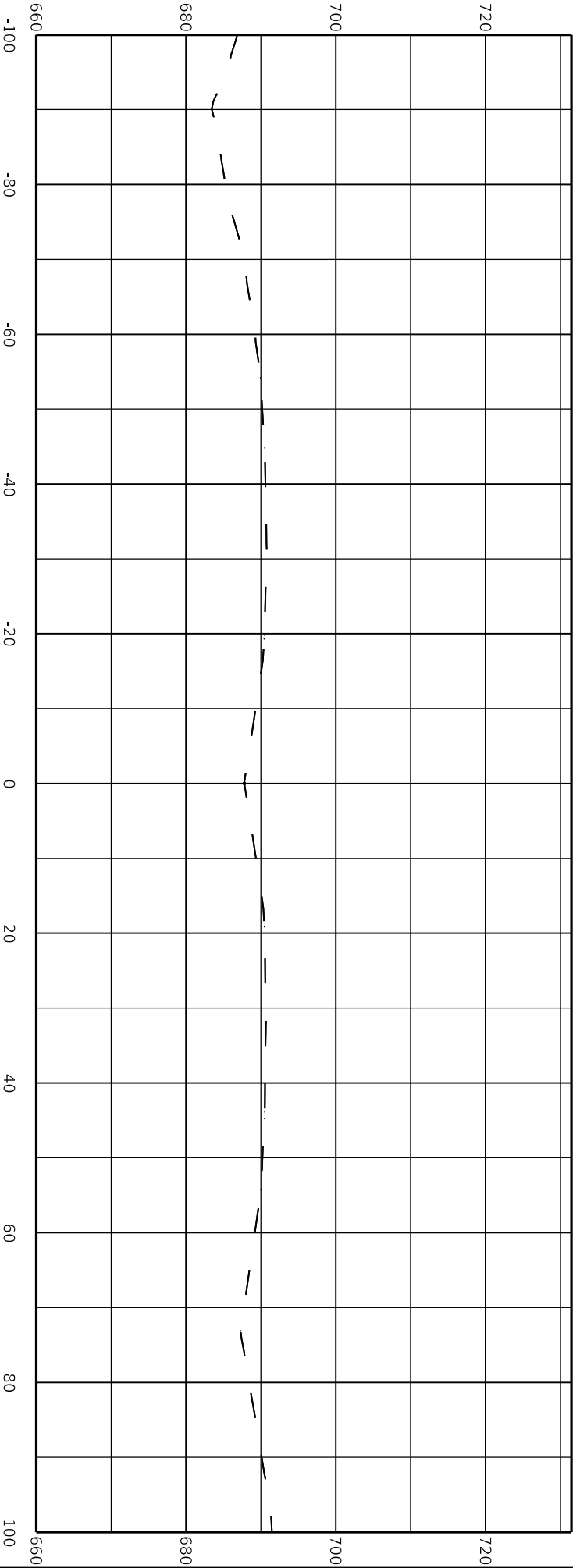
| STRIPING QUANTITIES | | | | |
|---------------------|---------------------------------------|-------|---------|---------|
| ITEM | DESCRIPTION | UNIT | KY 3005 | KY 1904 |
| 24995EC | PAVE STRIPING-SPRAY THERMO-6 IN W | LF | 847 | |
| 24996EC | PAVE STRIPING-SPRAY THERMO-6 IN Y | LF | 619 | |
| 6574 | PAVE MARKING-THERMO CURV ARROW | EACH | 4 | |
| 24679ED | PAVE MARK THERMO CHEVRON | SQ FT | 24 | |
| 22664EN | WATER BLASTING-EXISTING STRIPE | LF | 1010 | |
| 24683ED | PAVE MARKING-THERMO DOTTED LANE EXTEN | LF | 272 | |

SCALE: 1"= 50'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | R 17 |

STRIPING PLAN SHEET



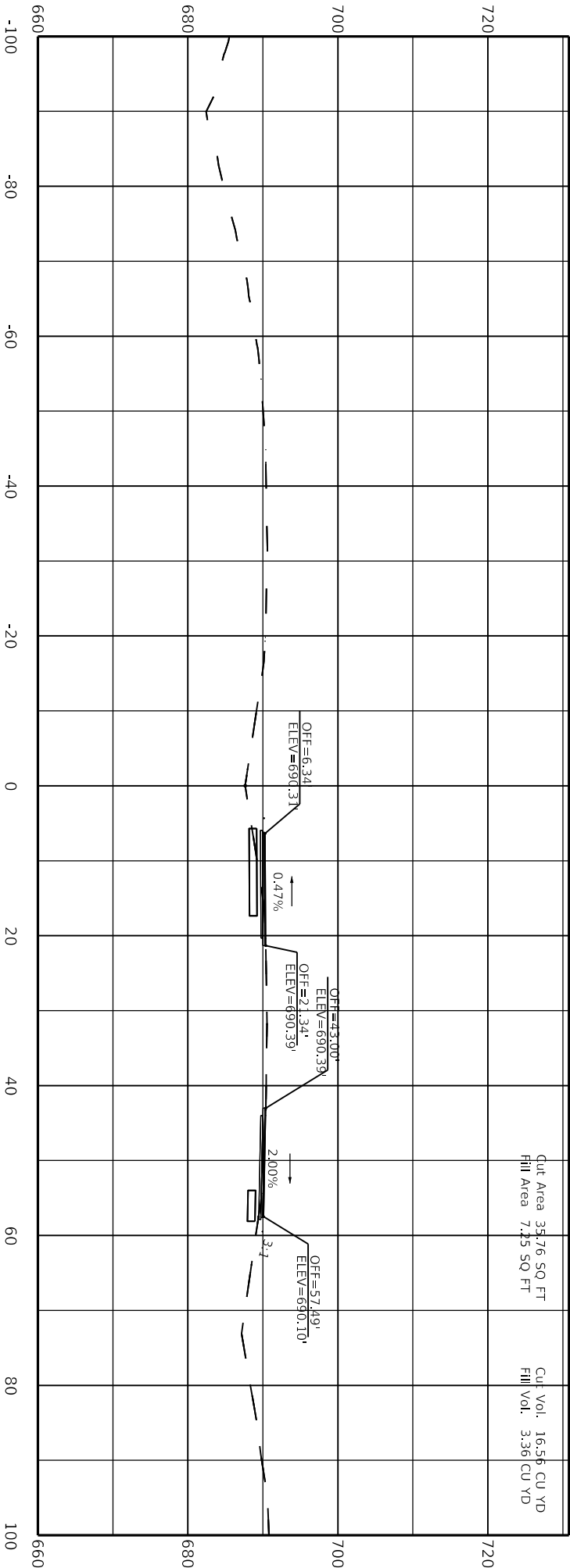
71+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X 1 |

CROSS SECTION



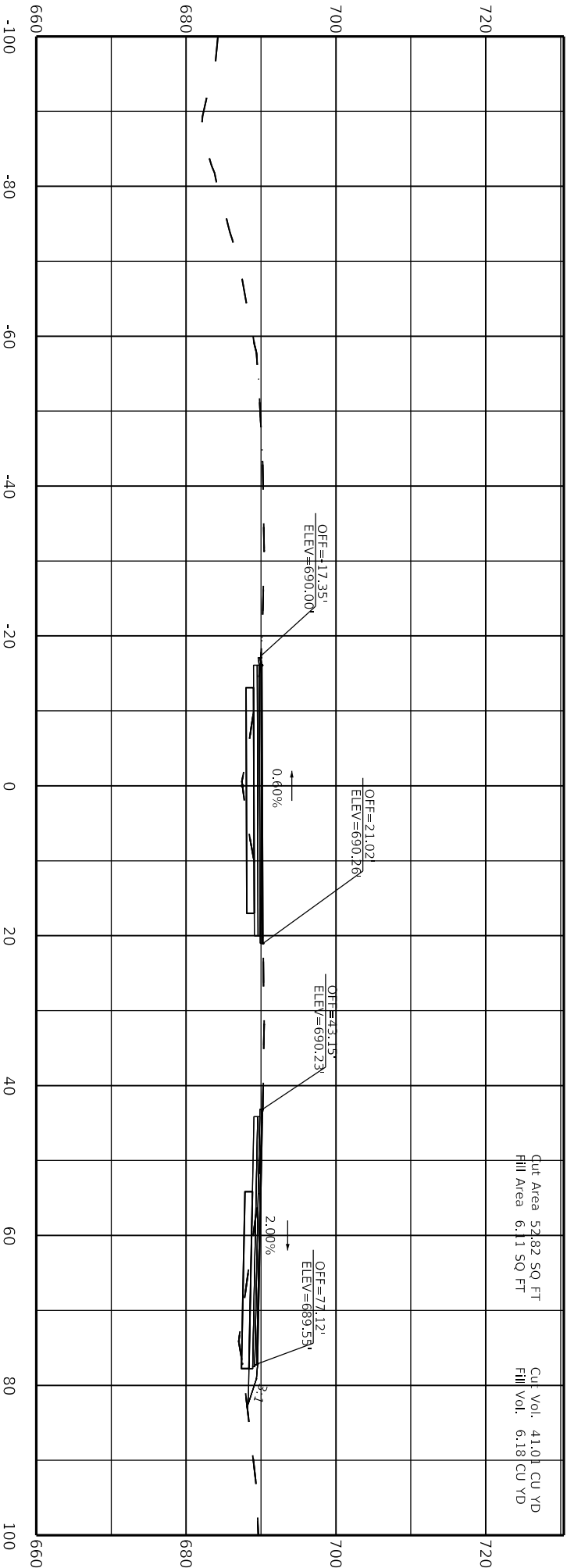
71+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X2 |

CROSS SECTION



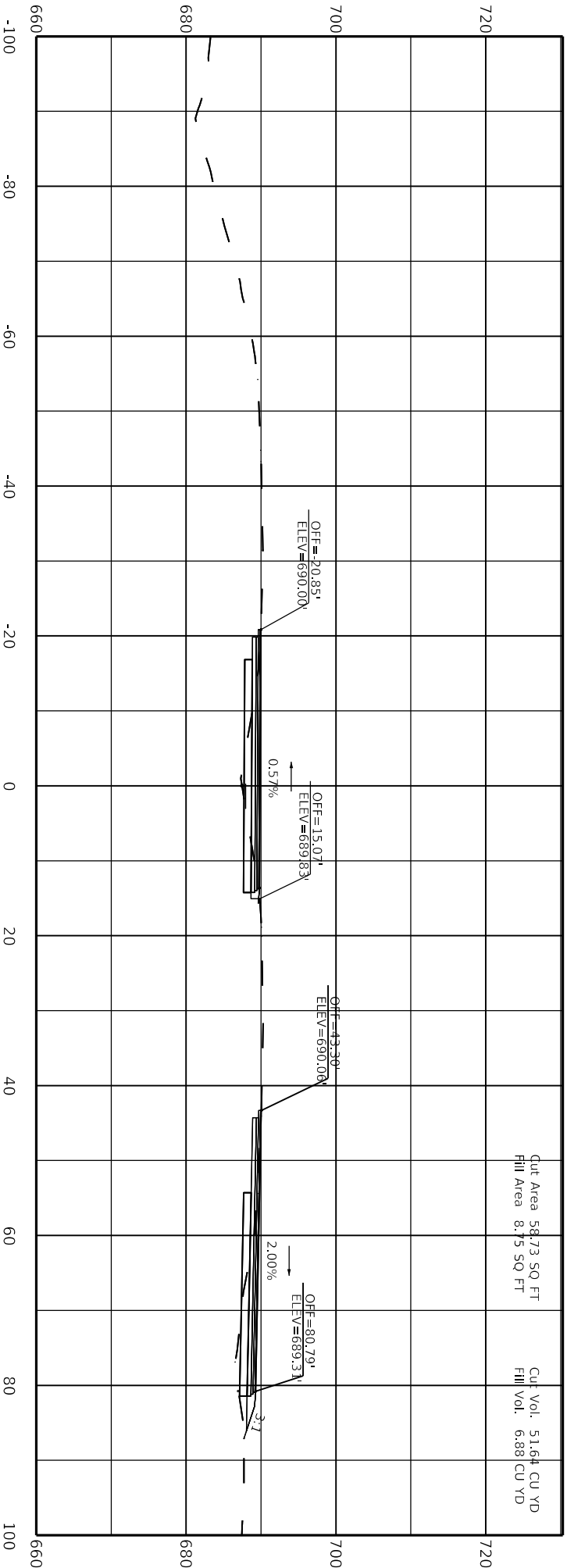
71+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X3 |

CROSS SECTION



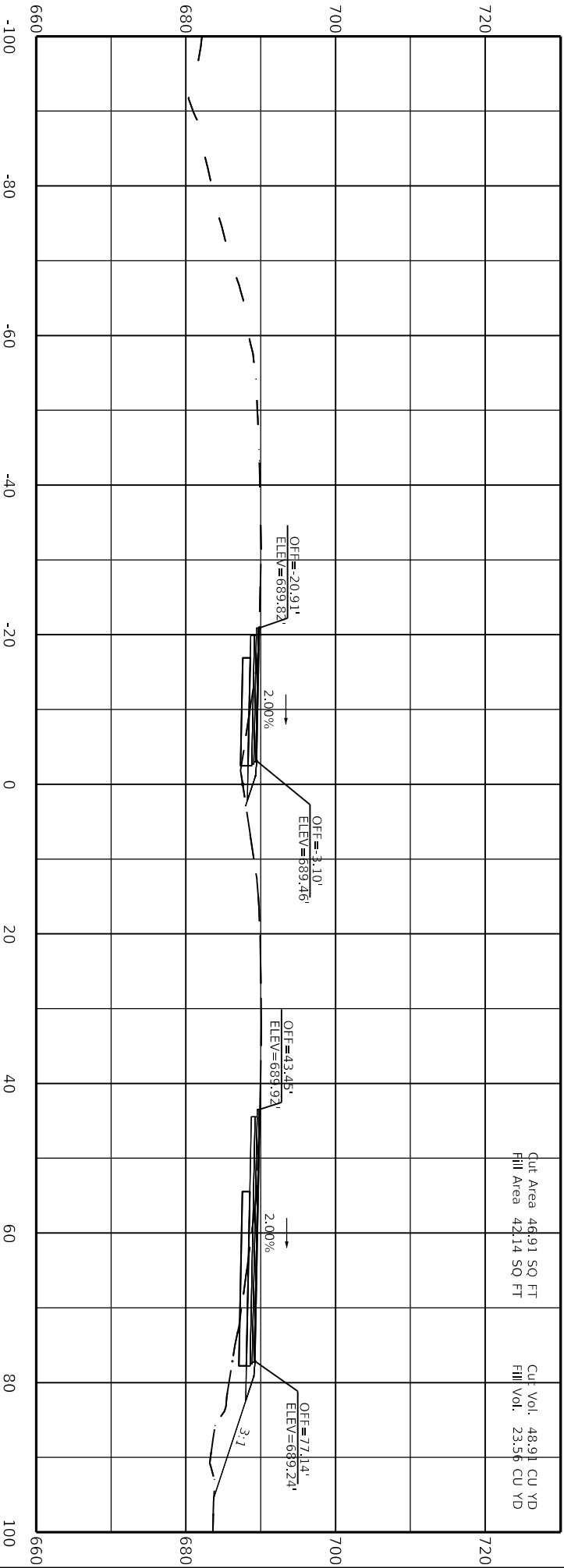
72+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X4 |

CROSS SECTION



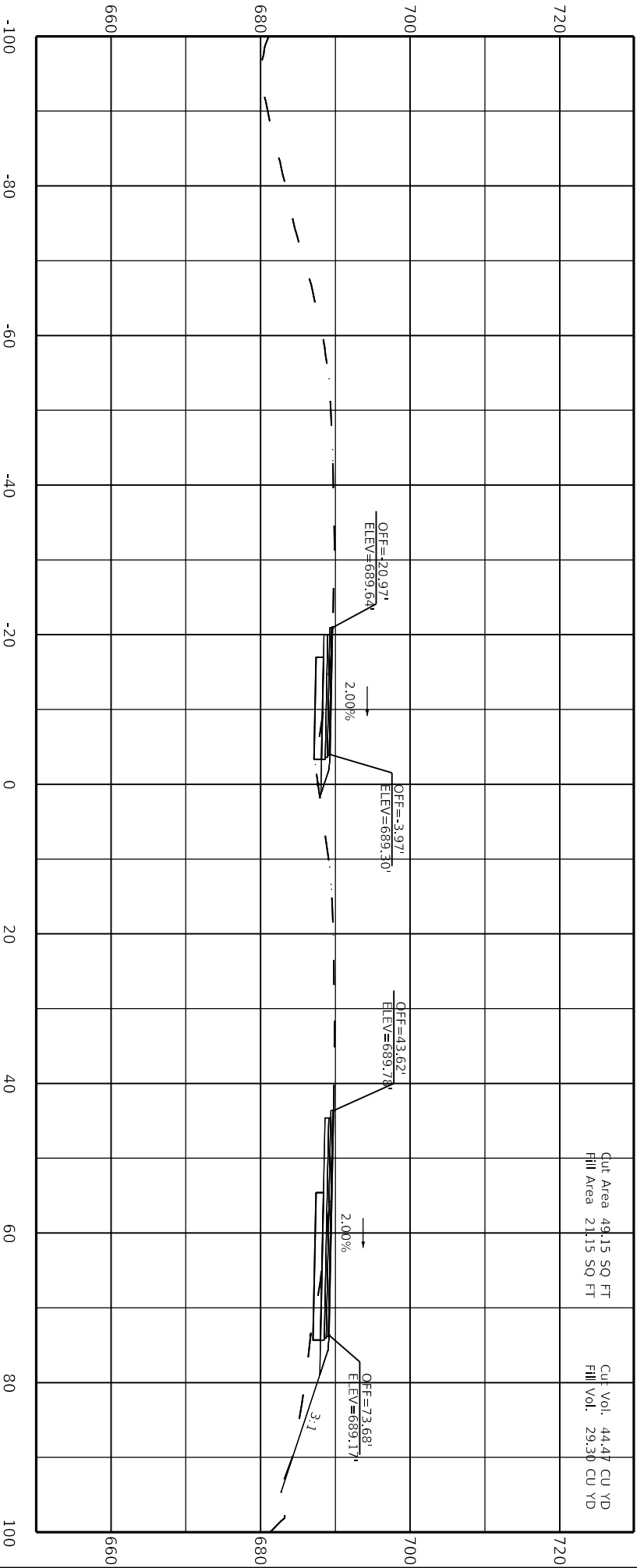
72+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X5 |

CROSS SECTION



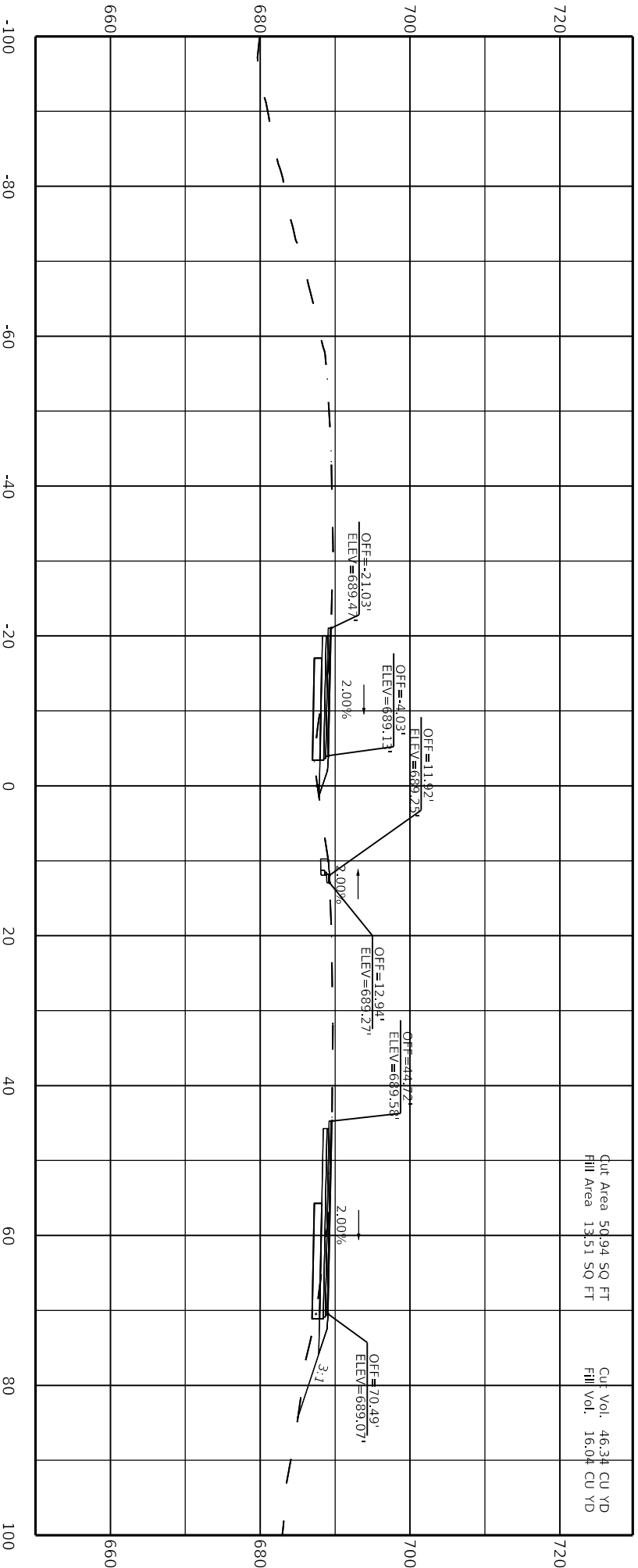
72+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X6 |

CROSS SECTION



72+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X7 |

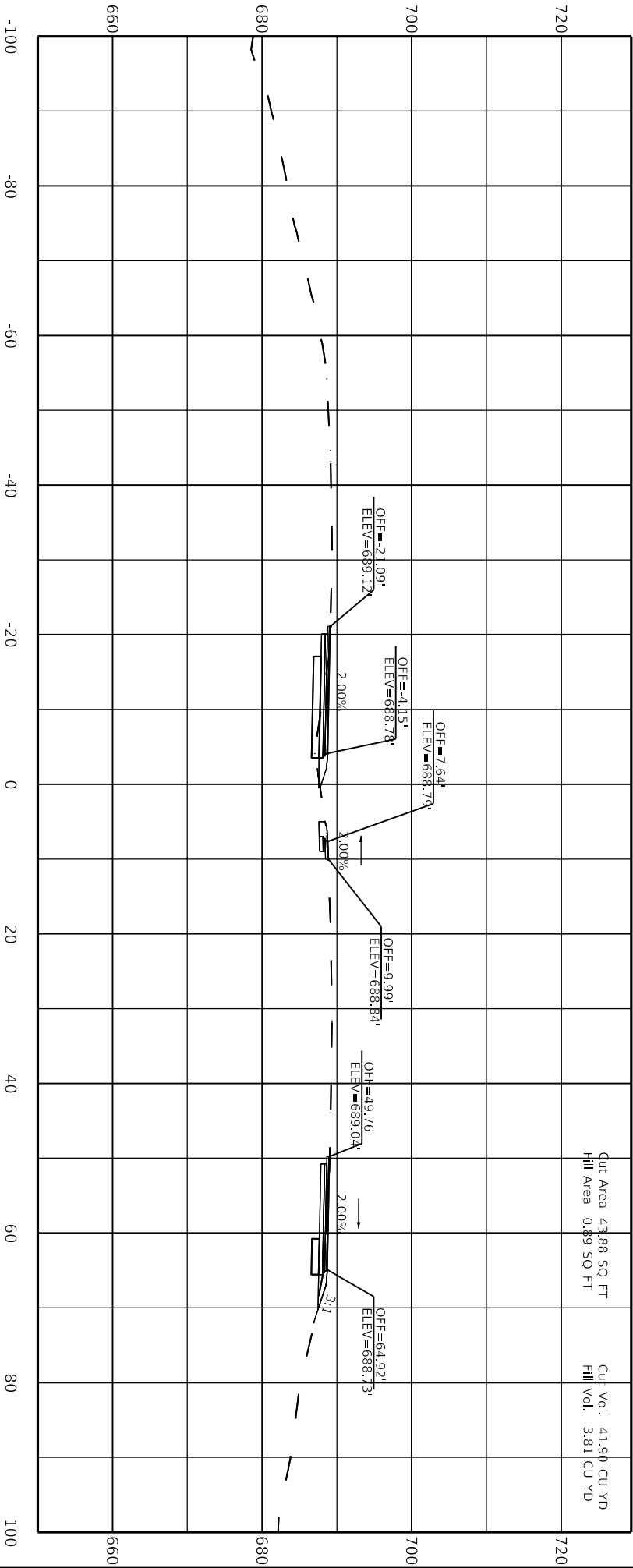
CROSS SECTION



SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
D CITER-CUT
HSIP

CROSS SECTION



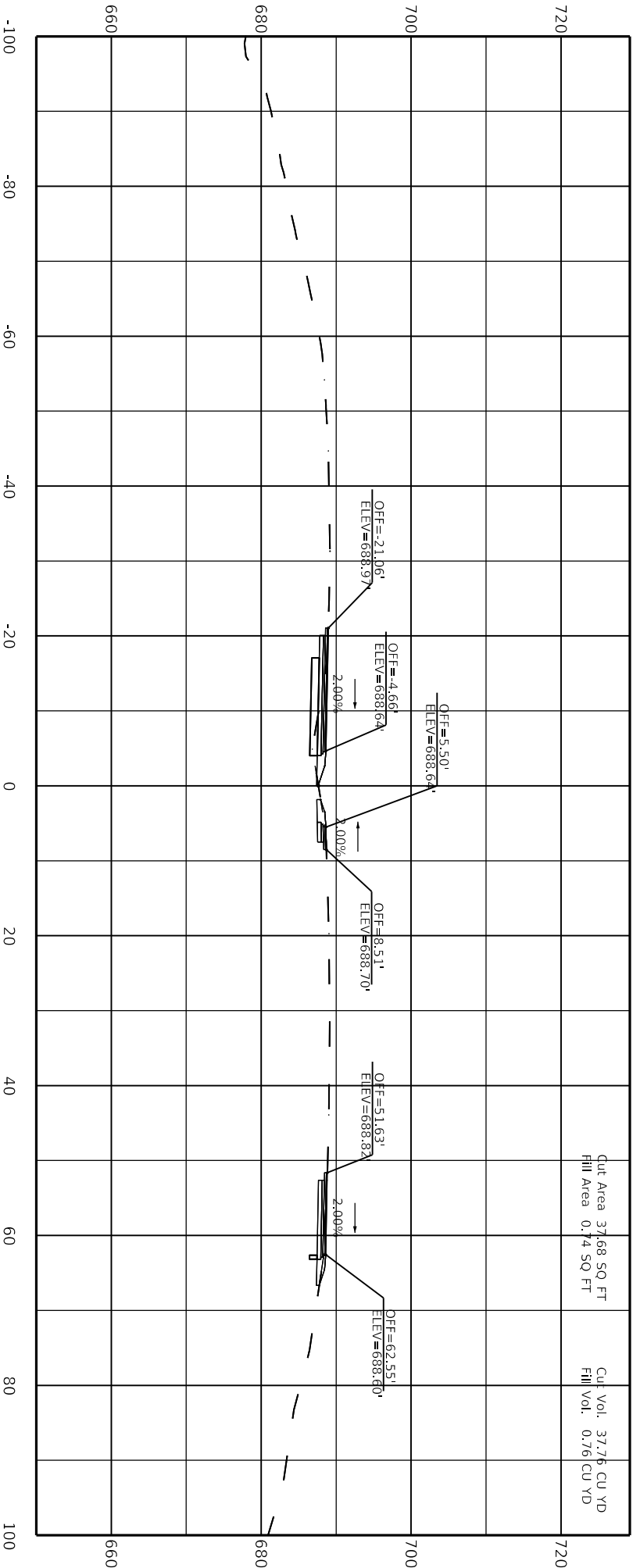
73+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X9 |

CROSS SECTION



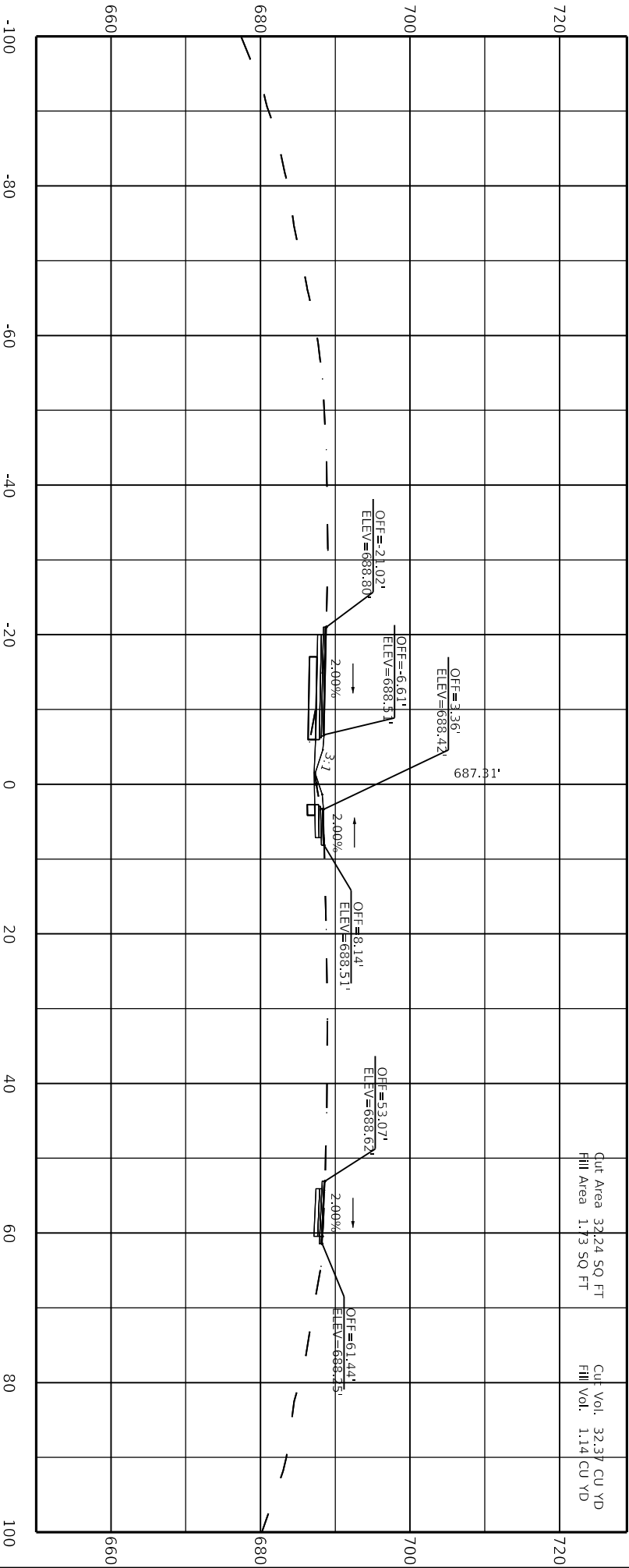
73+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X 10 |

CROSS SECTION



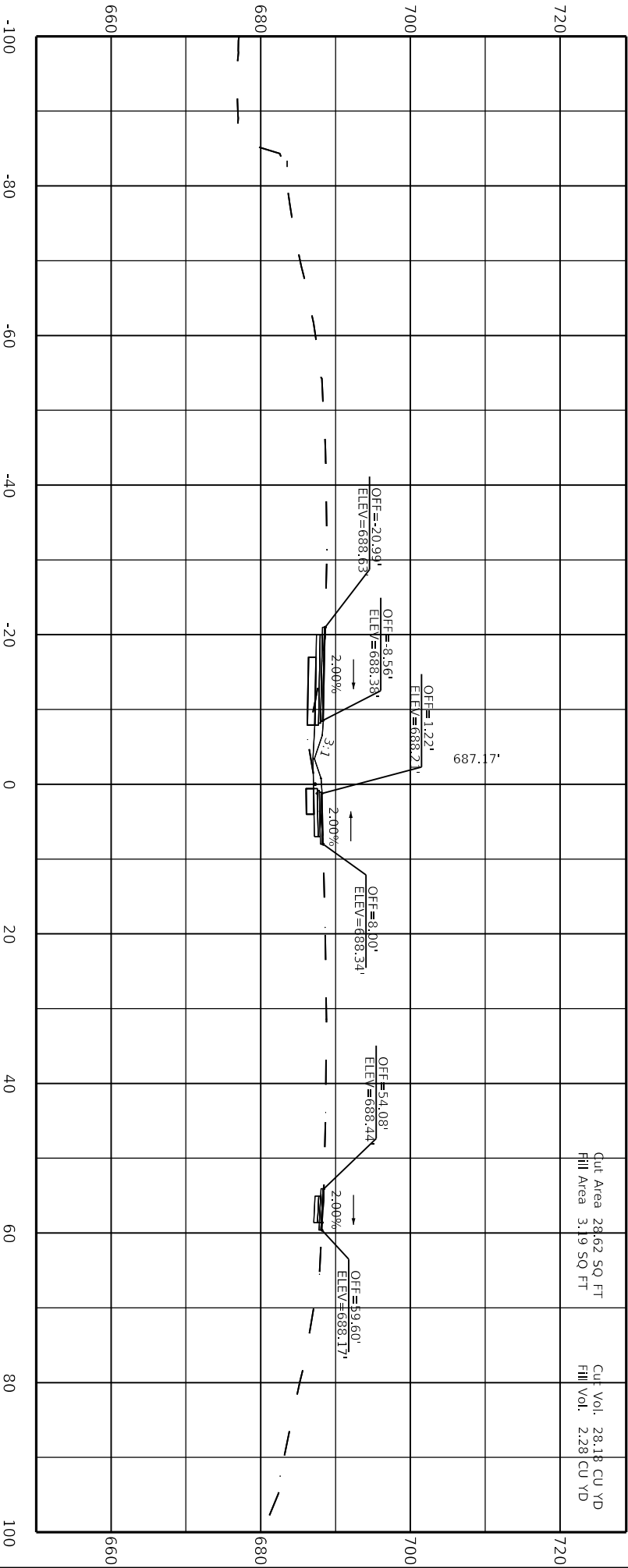
73+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X11 |

CROSS SECTION



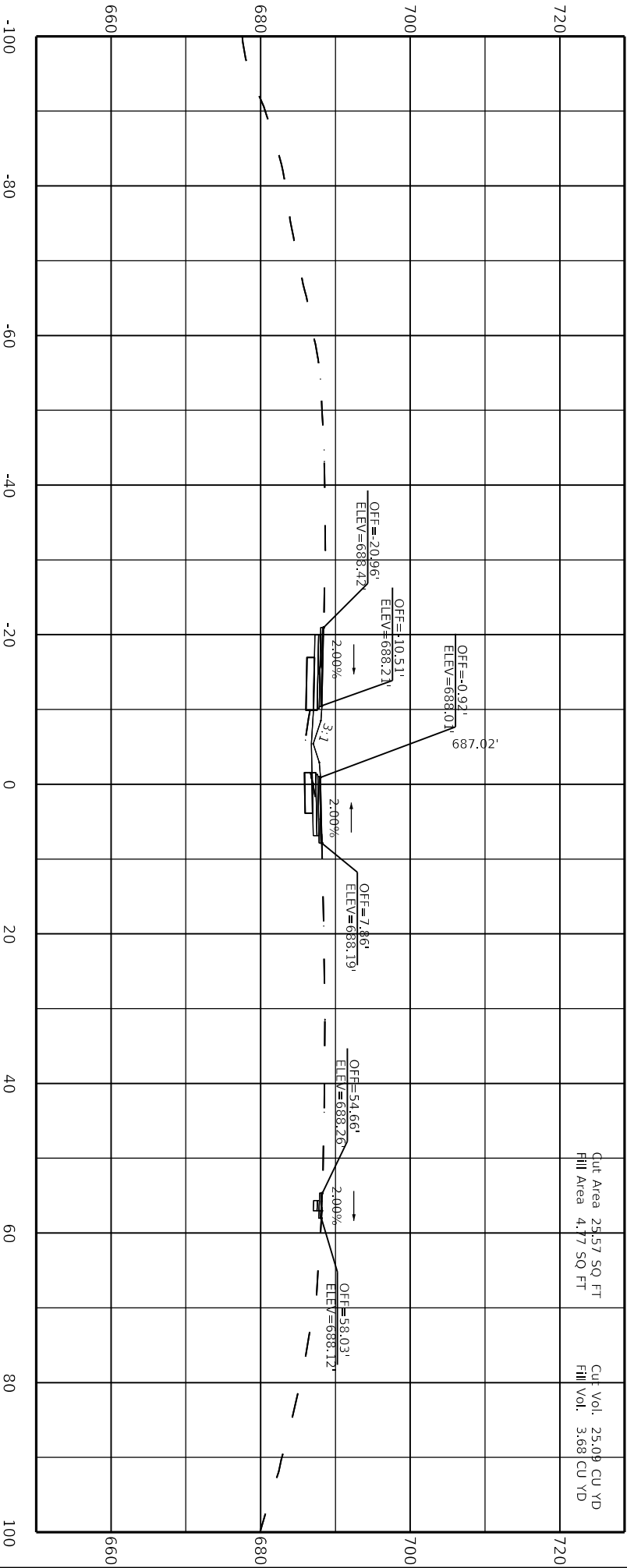
74+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X12 |

CROSS SECTION



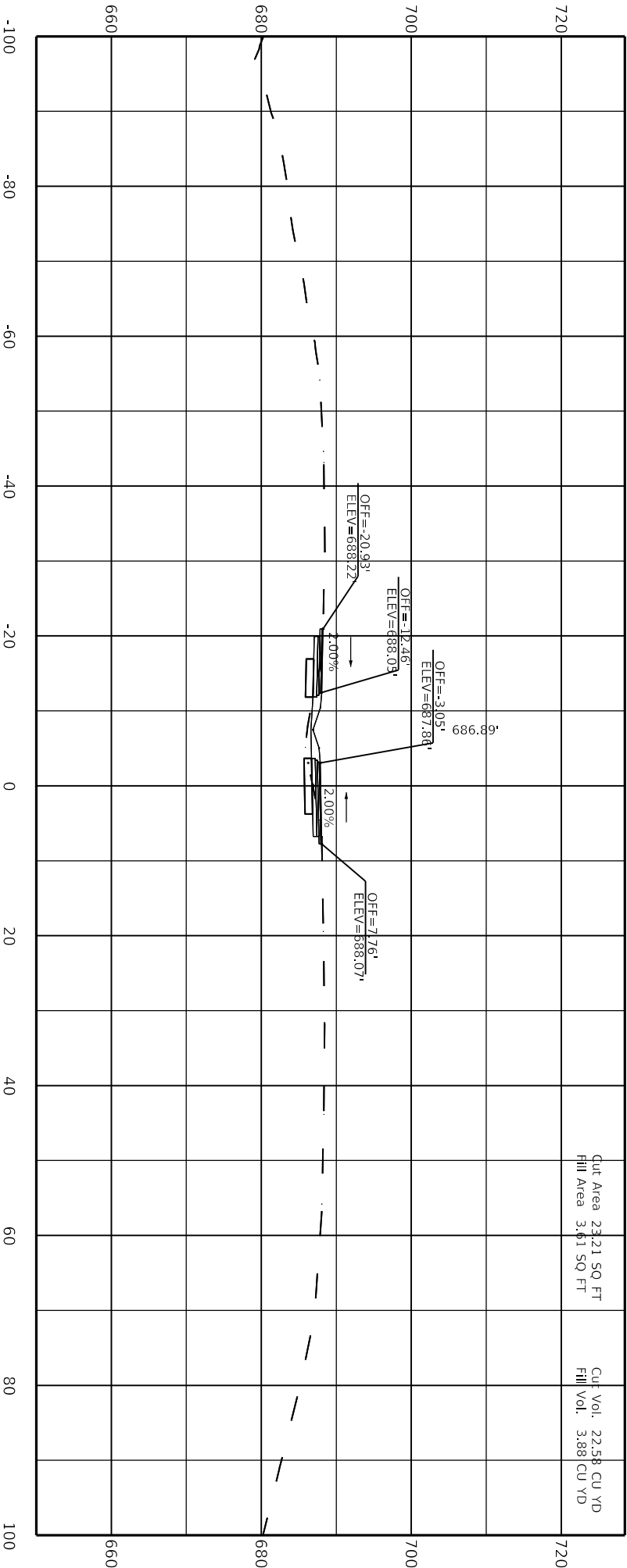
74+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X13 |

CROSS SECTION



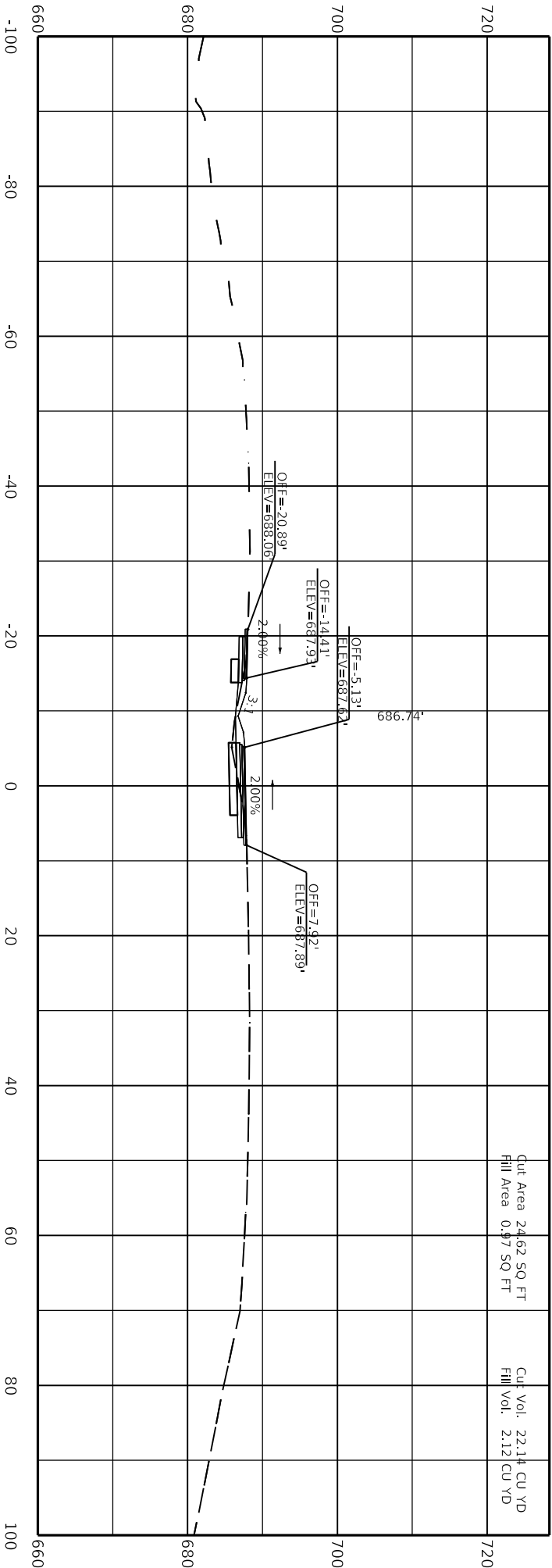
74+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X 14 |

CROSS SECTION



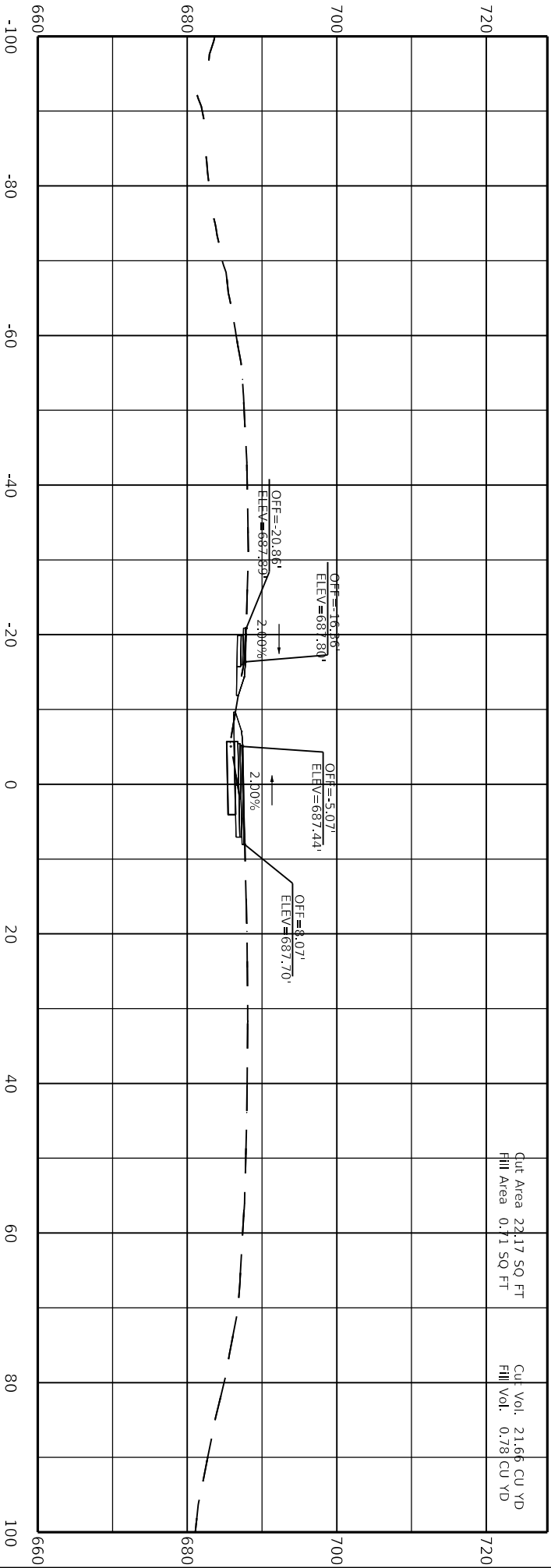
74+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X15 |

CROSS SECTION



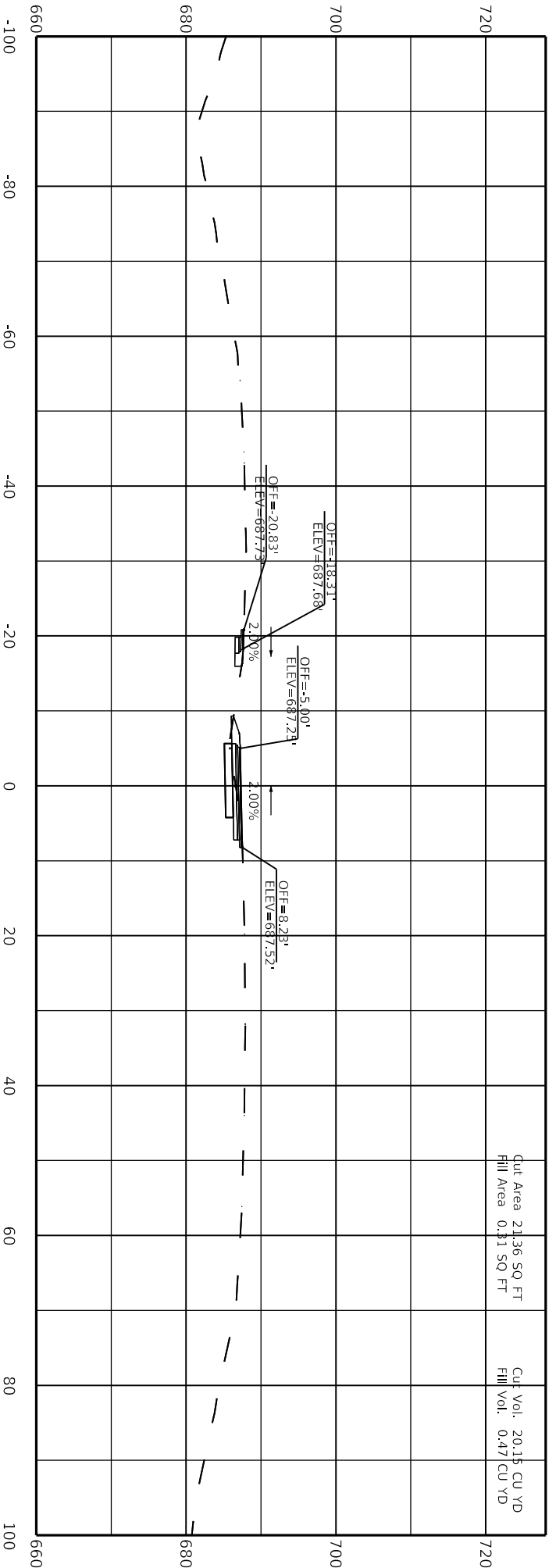
75+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X 16 |

CROSS SECTION



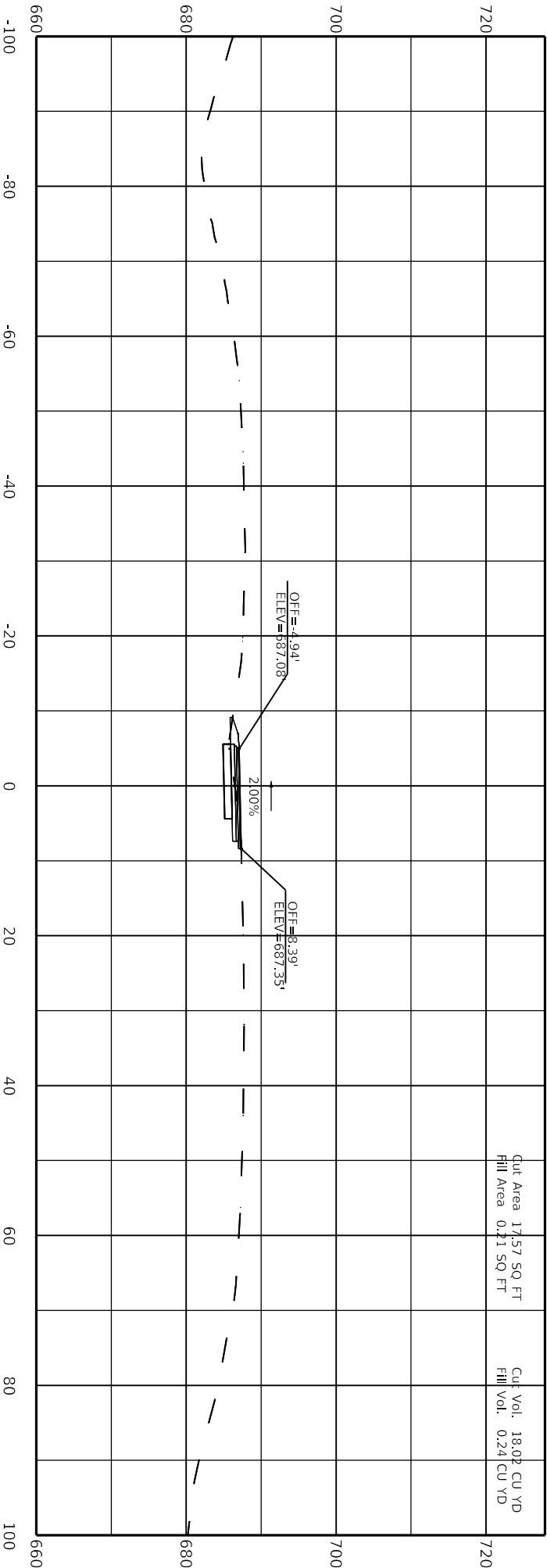
75+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X 17 |

CROSS SECTION



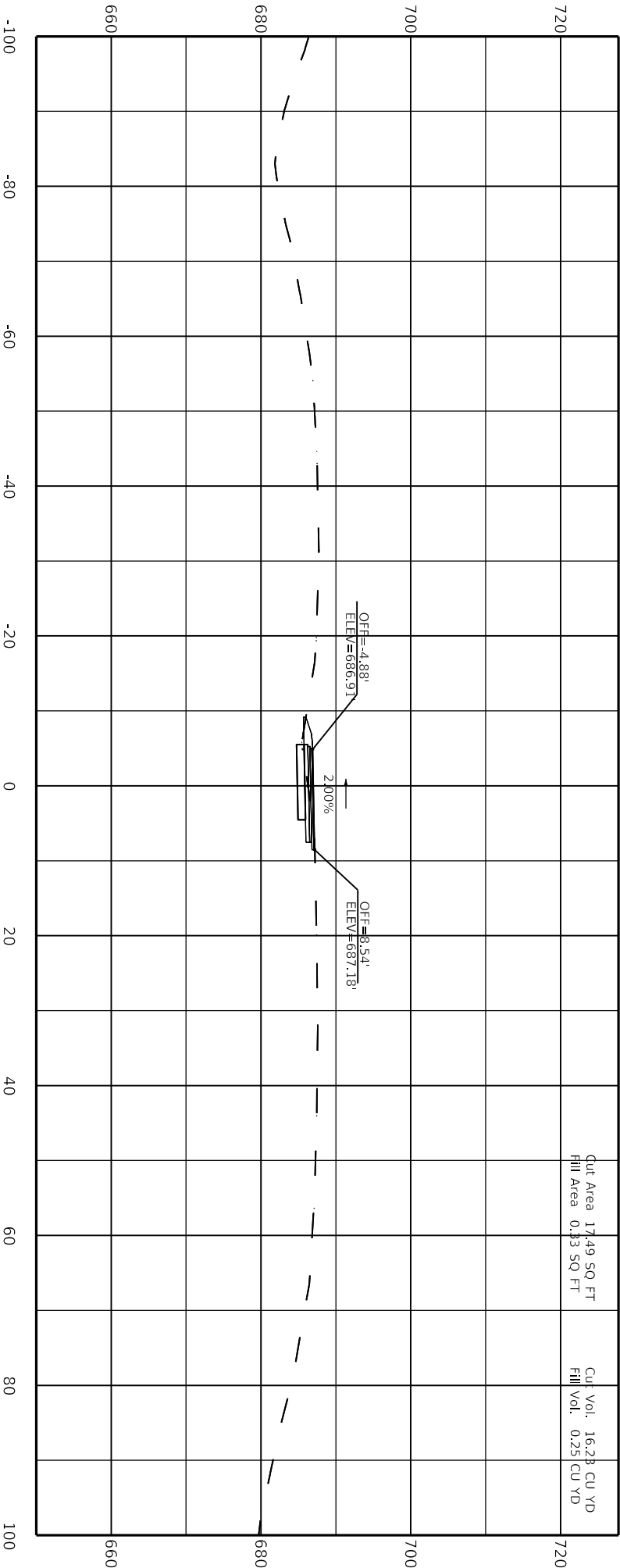
75+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X 18 |

CROSS SECTION



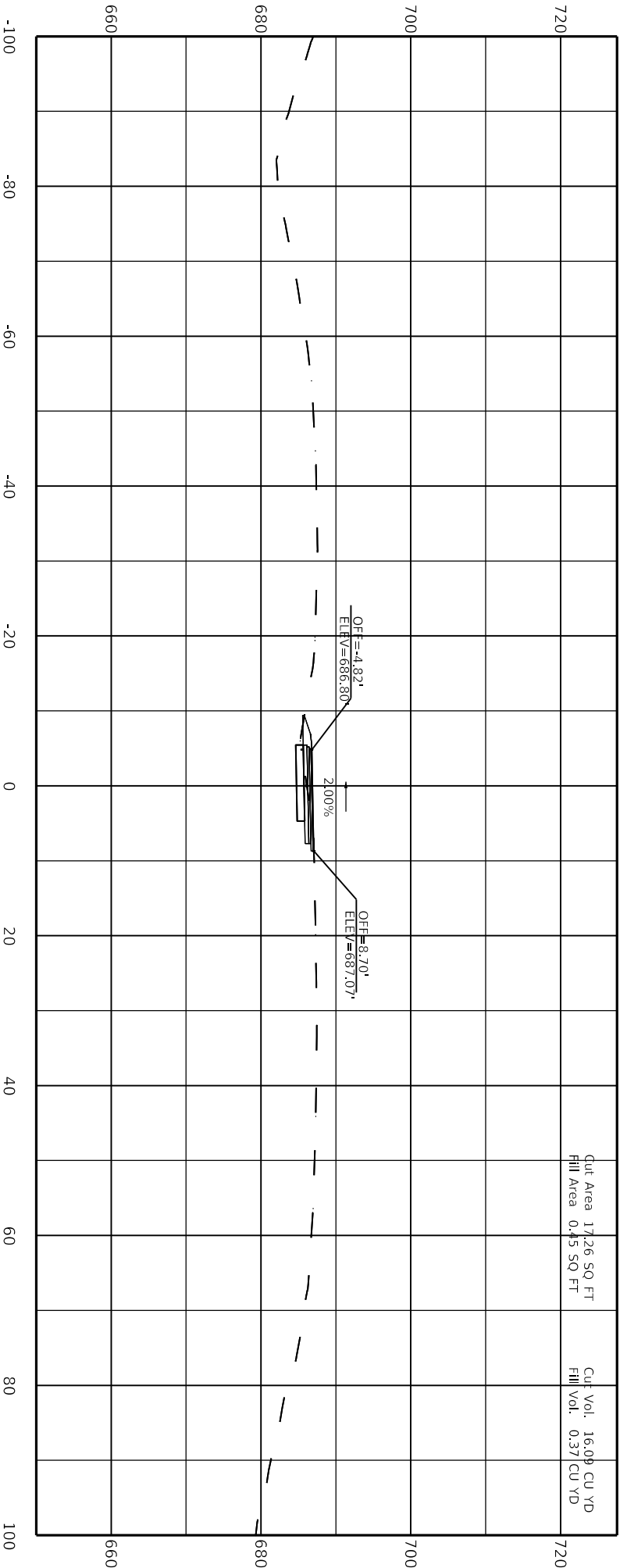
75 + 75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X 19 |

CROSS SECTION



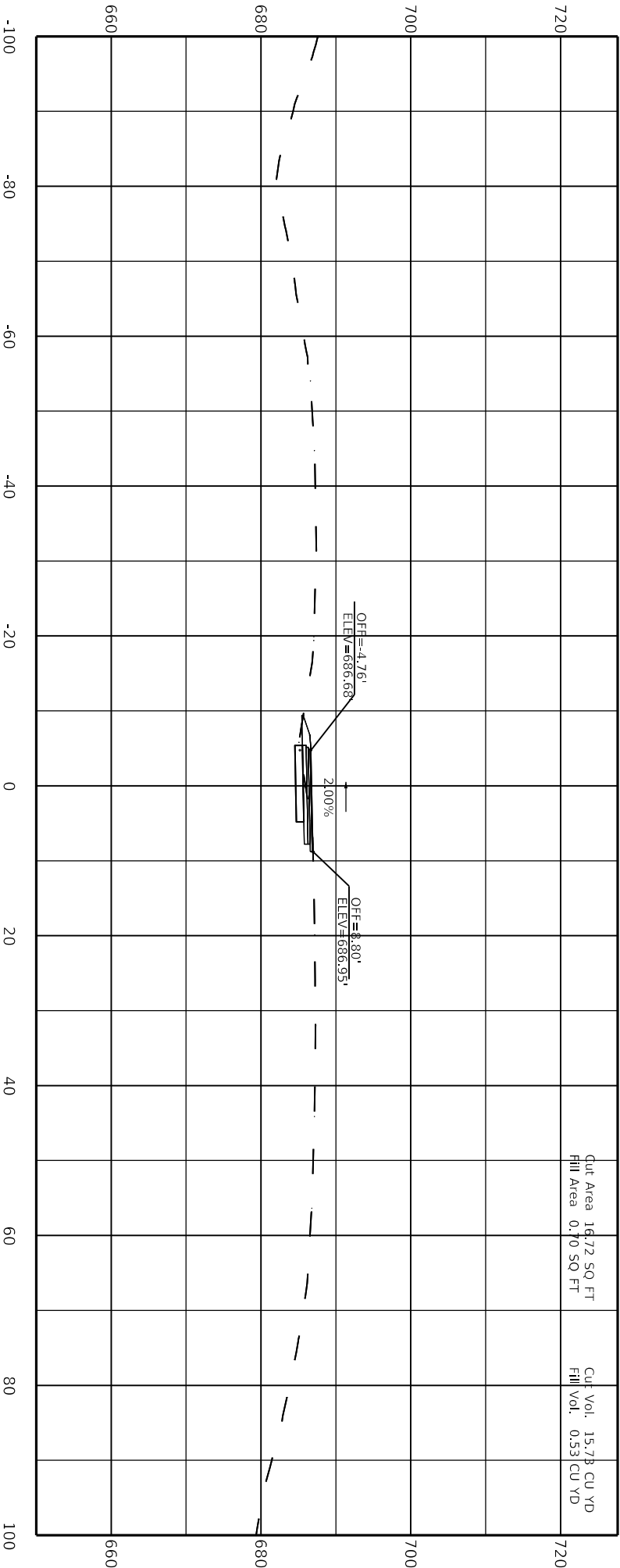
76+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X20 |

CROSS SECTION



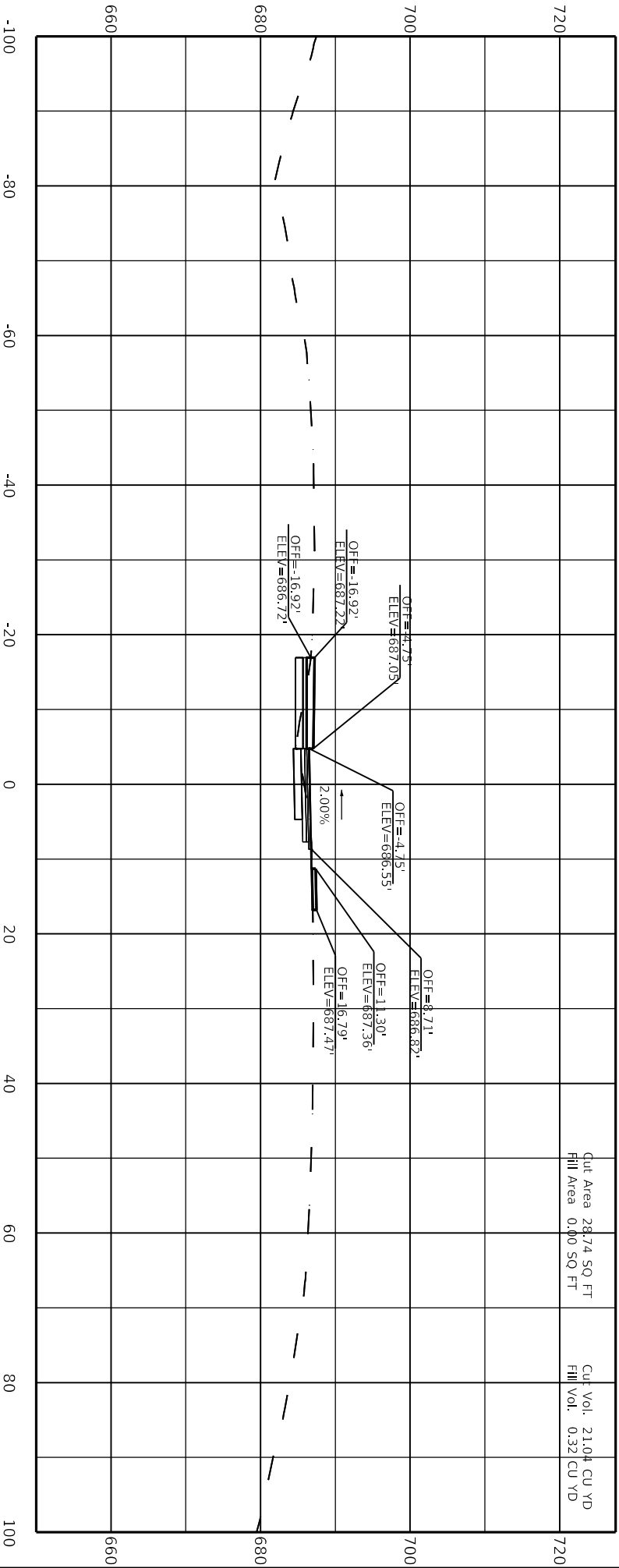
76+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X21 |

CROSS SECTION



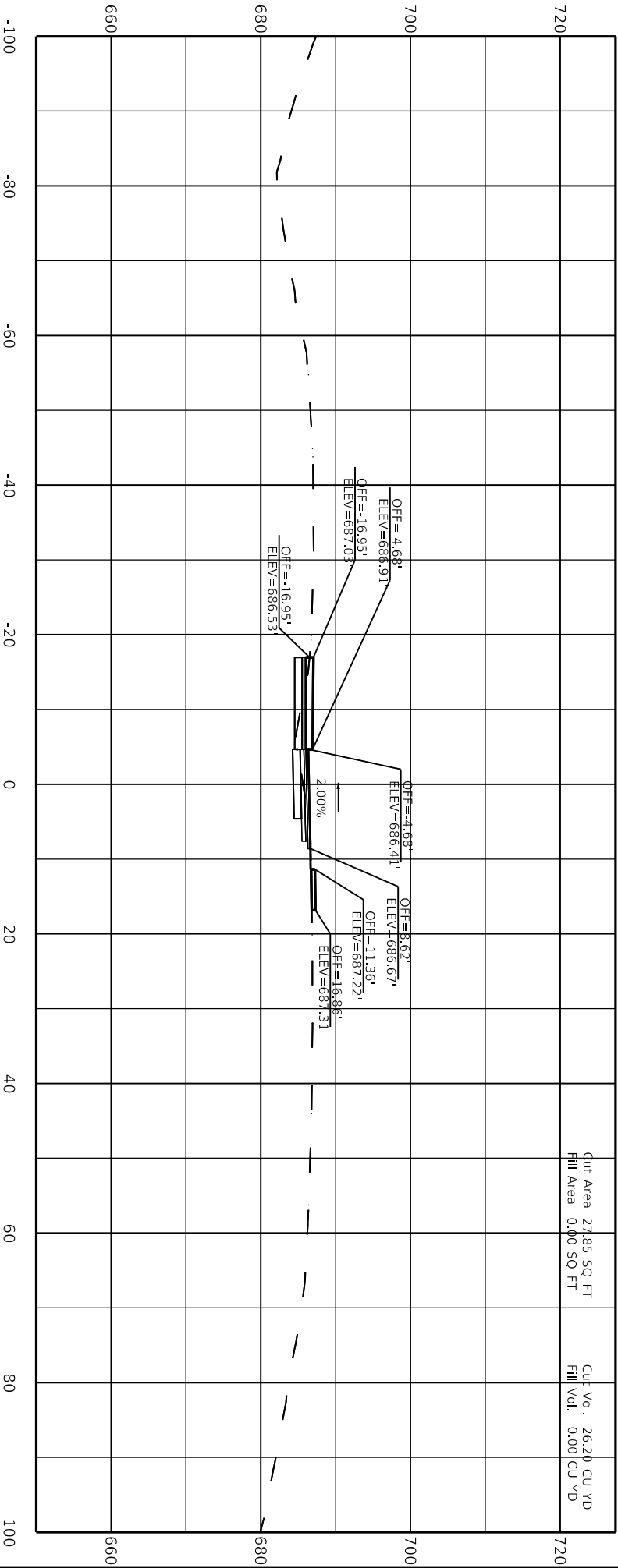
76+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X22 |

CROSS SECTION



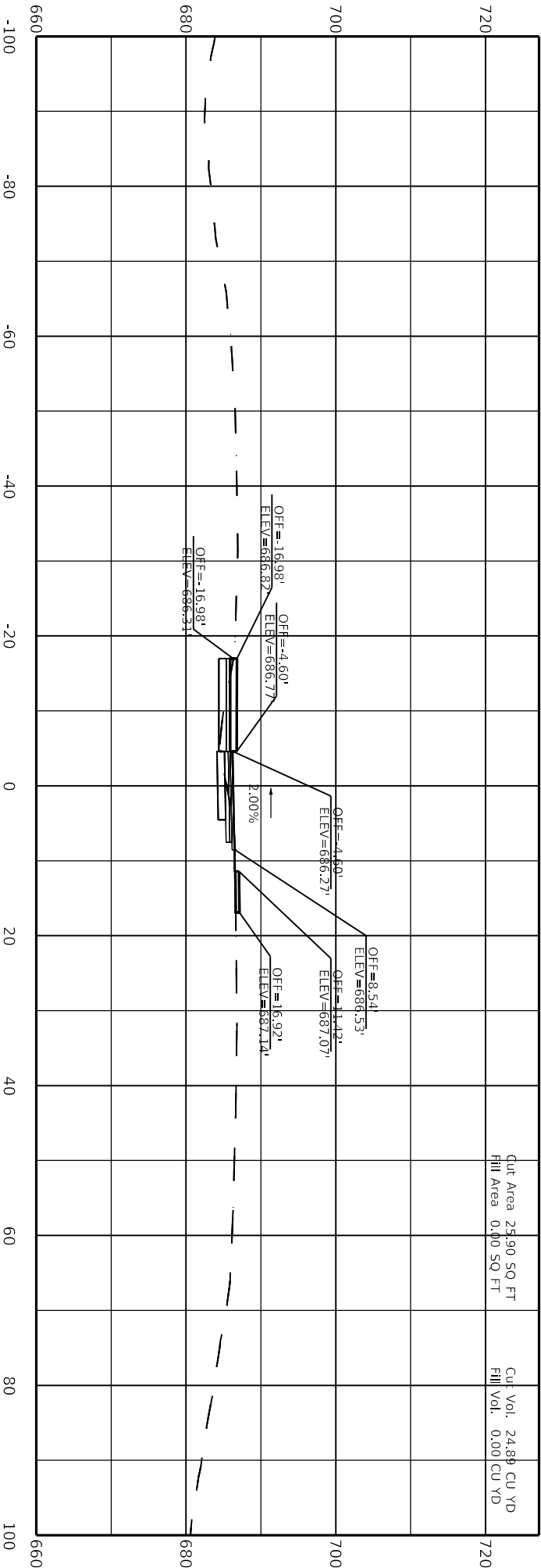
76+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X23 |

CROSS SECTION



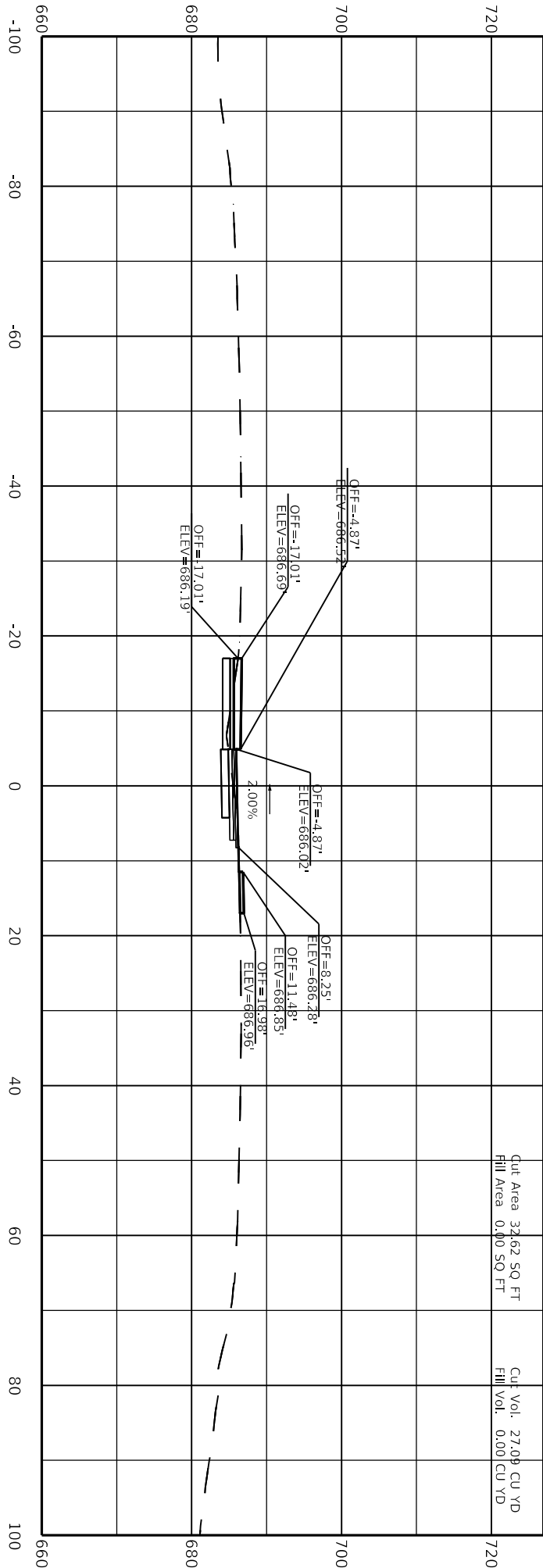
77+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X24 |

CROSS SECTION



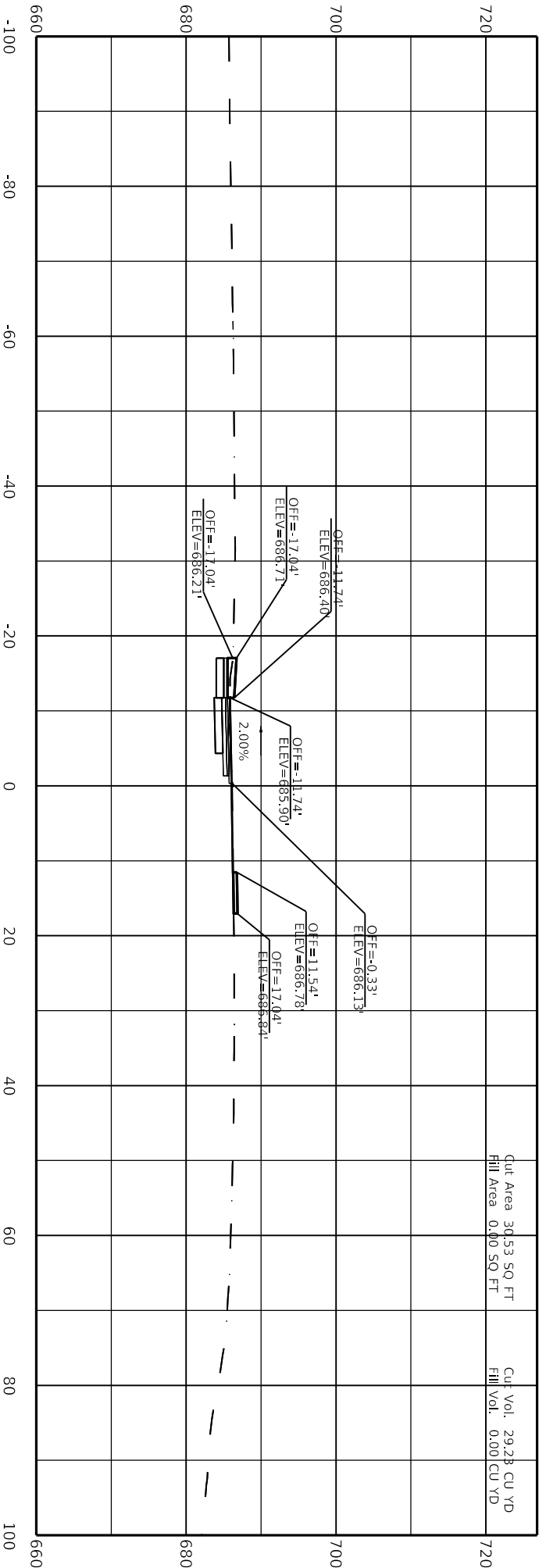
Cut Area 32.62 SQ. FT.
Fill Area 0.00 SQ. FT.
Cut Vol. 27.09 CU. YD.
Fill Vol. 0.00 CU. YD.

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X25 |

CROSS SECTION



77+50.00

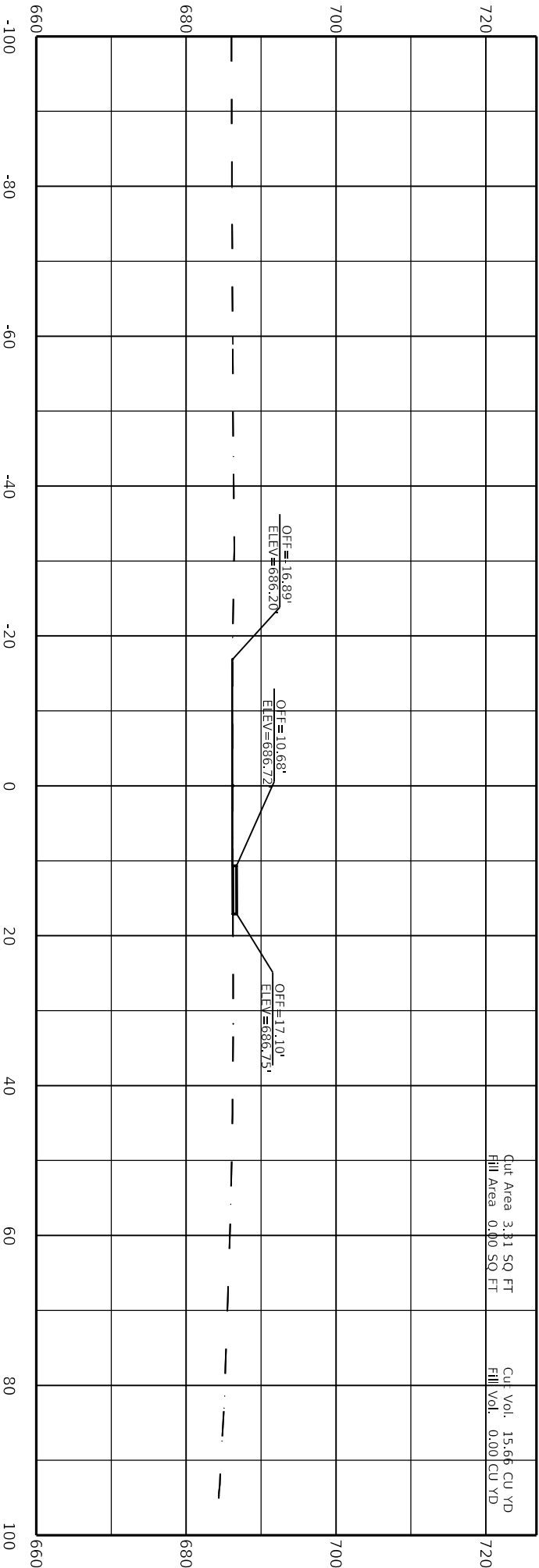
SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X26 |

CROSS SECTION

Cut Area 30.53 SQ. FT
Fill Area 0.00 SQ. FT
Cut Vol. 29.28 CU YD
Fill Vol. 0.00 CU YD

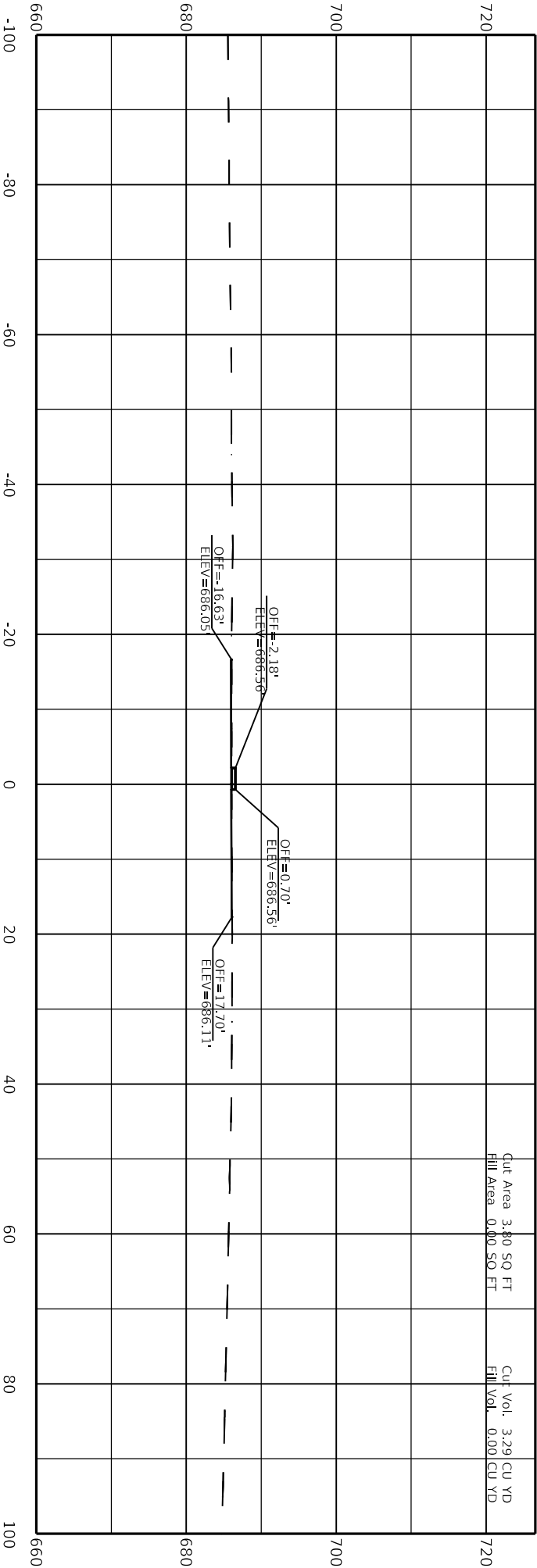


SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X27 |

CROSS SECTION



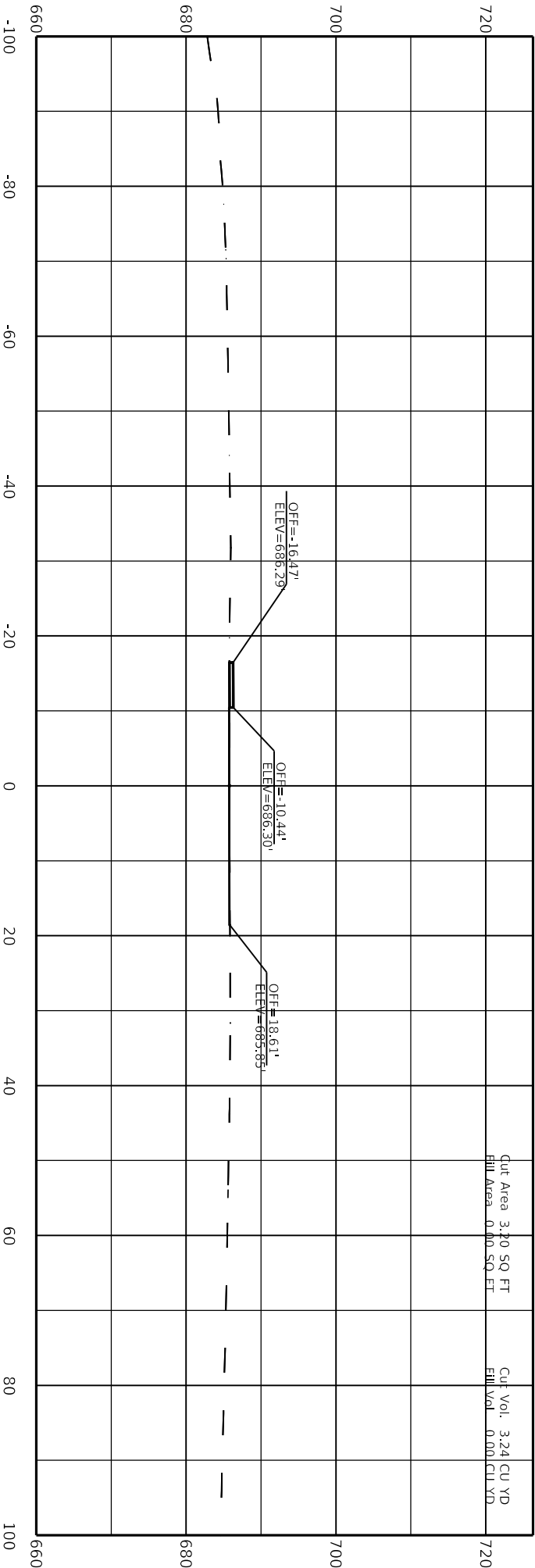
78+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X28 |

CROSS SECTION



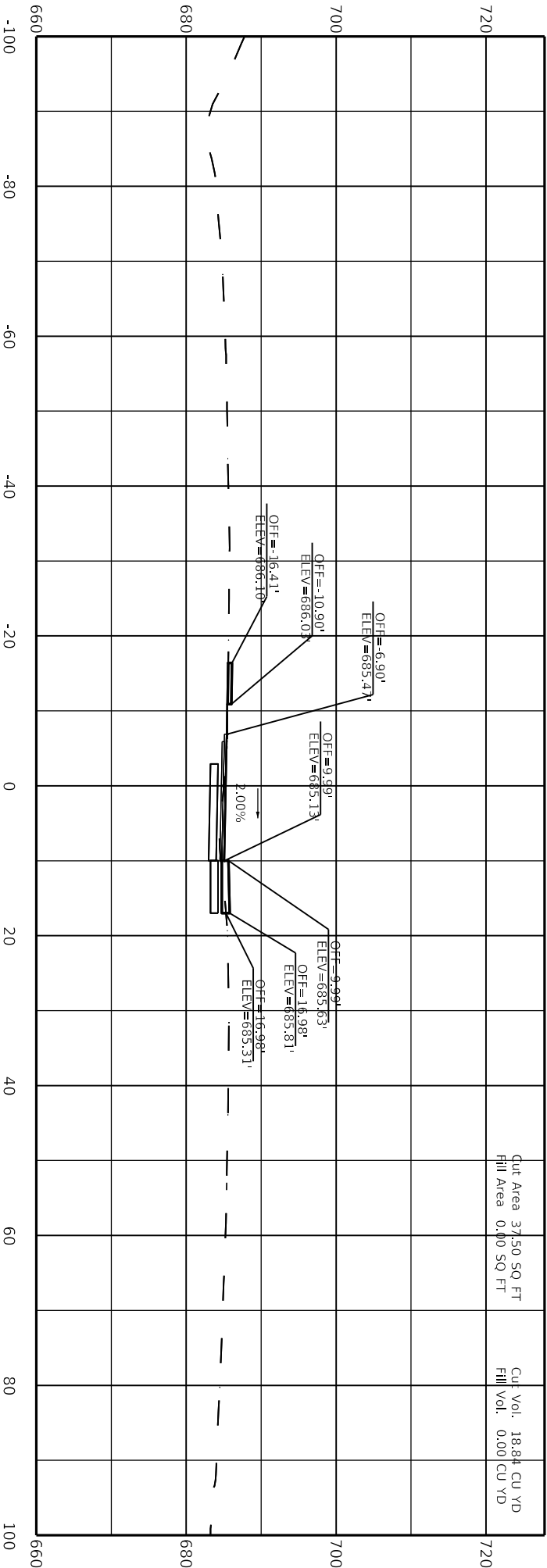
78+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X29 |

CROSS SECTION



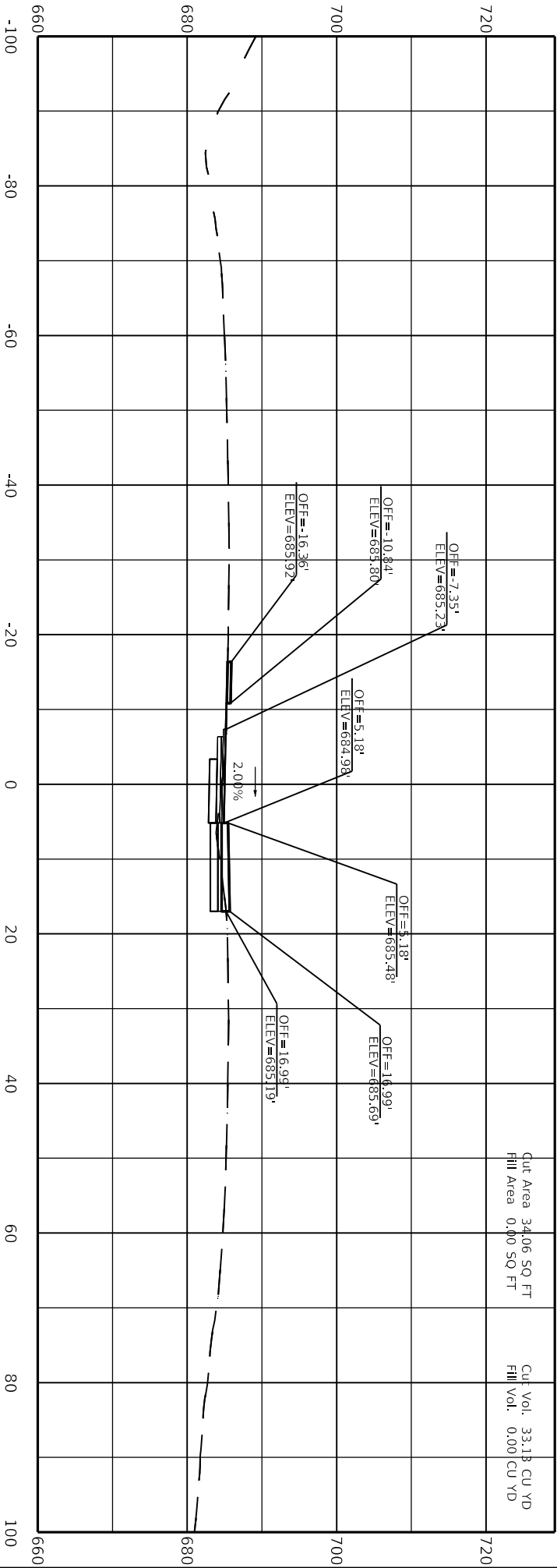
78+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X30 |

CROSS SECTION



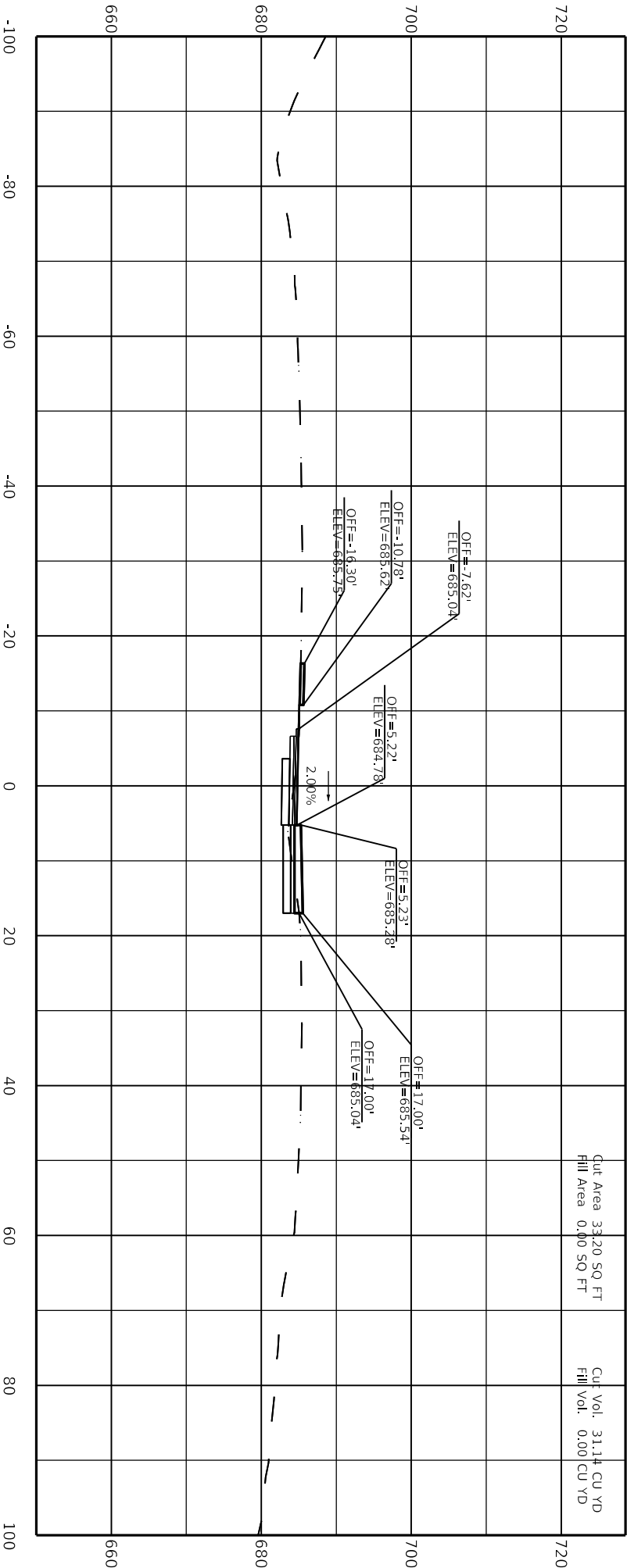
78+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X31 |

CROSS SECTION



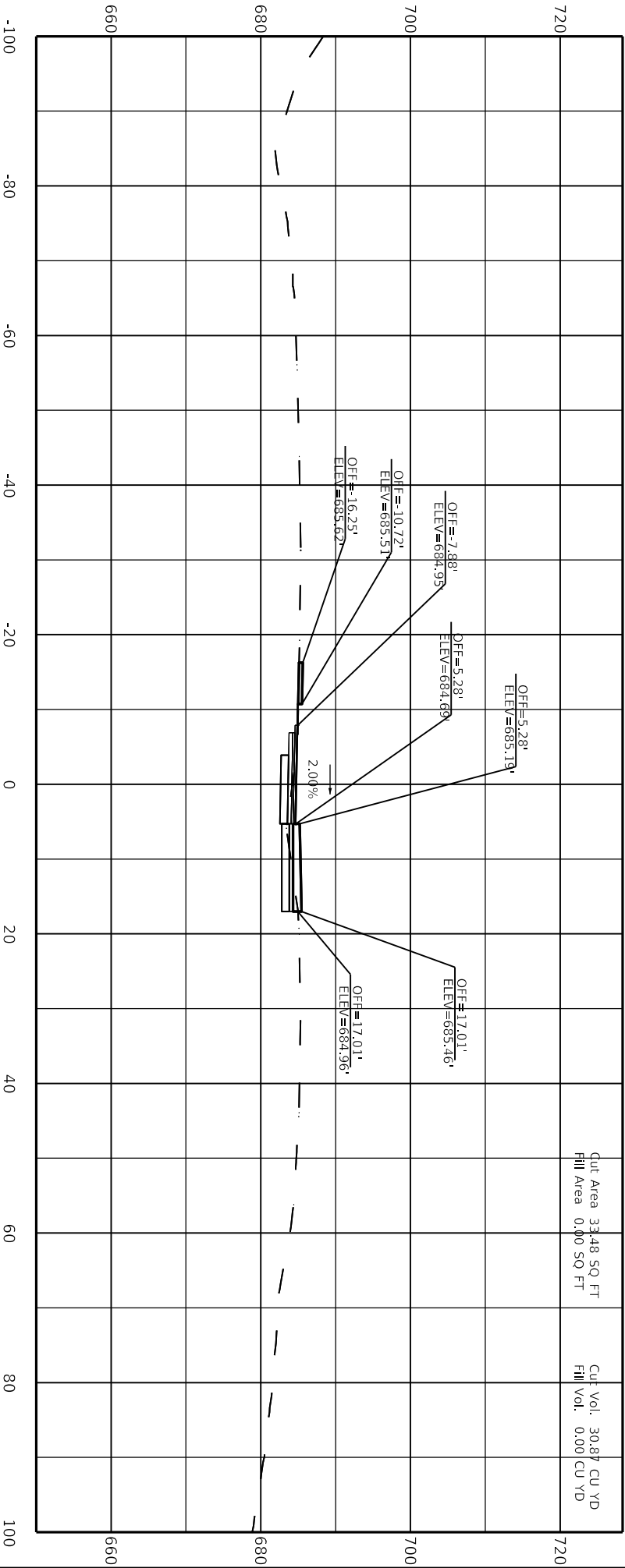
79+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X32 |

CROSS SECTION



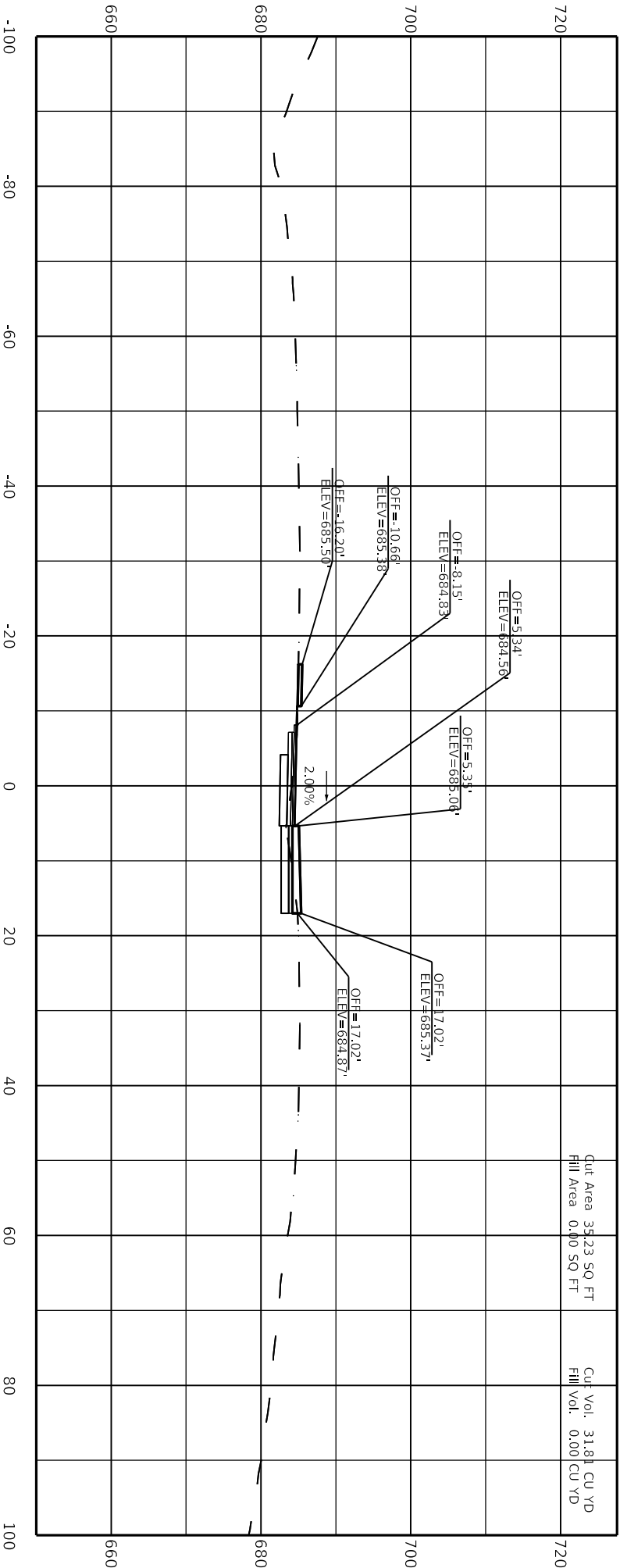
79+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X33 |

CROSS SECTION



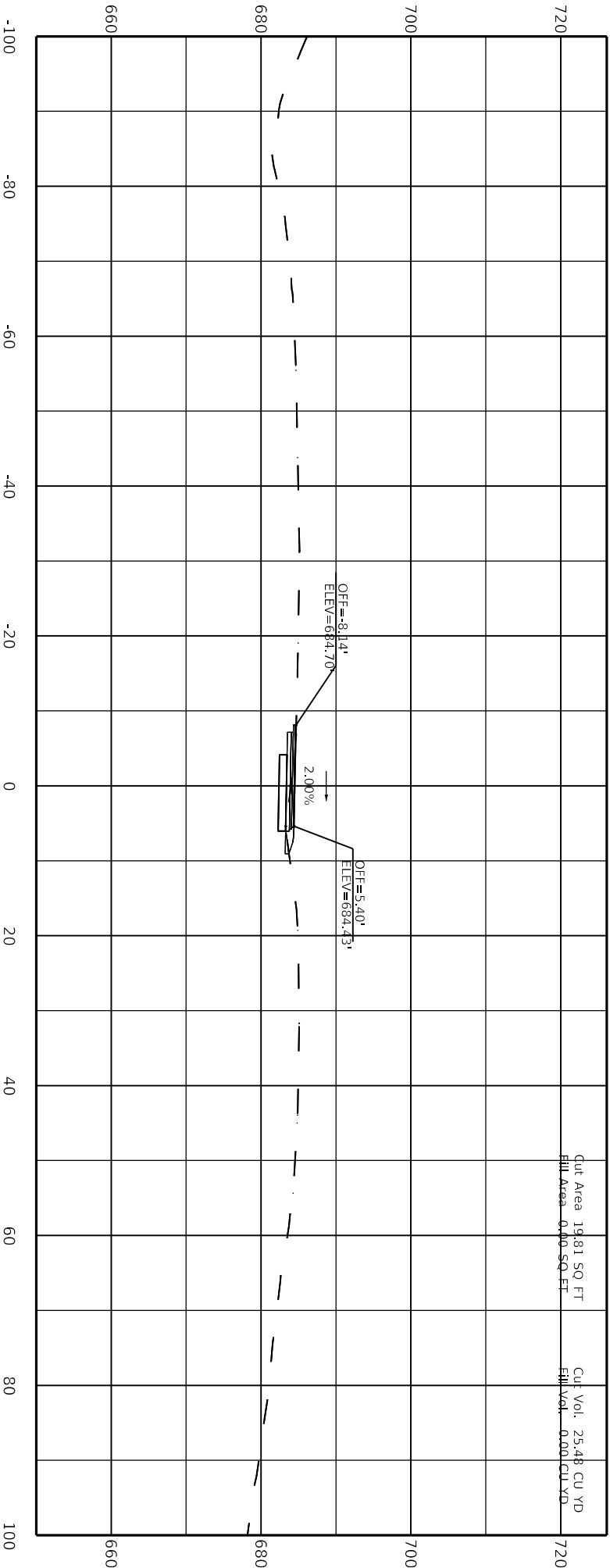
79+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X34 |

CROSS SECTION



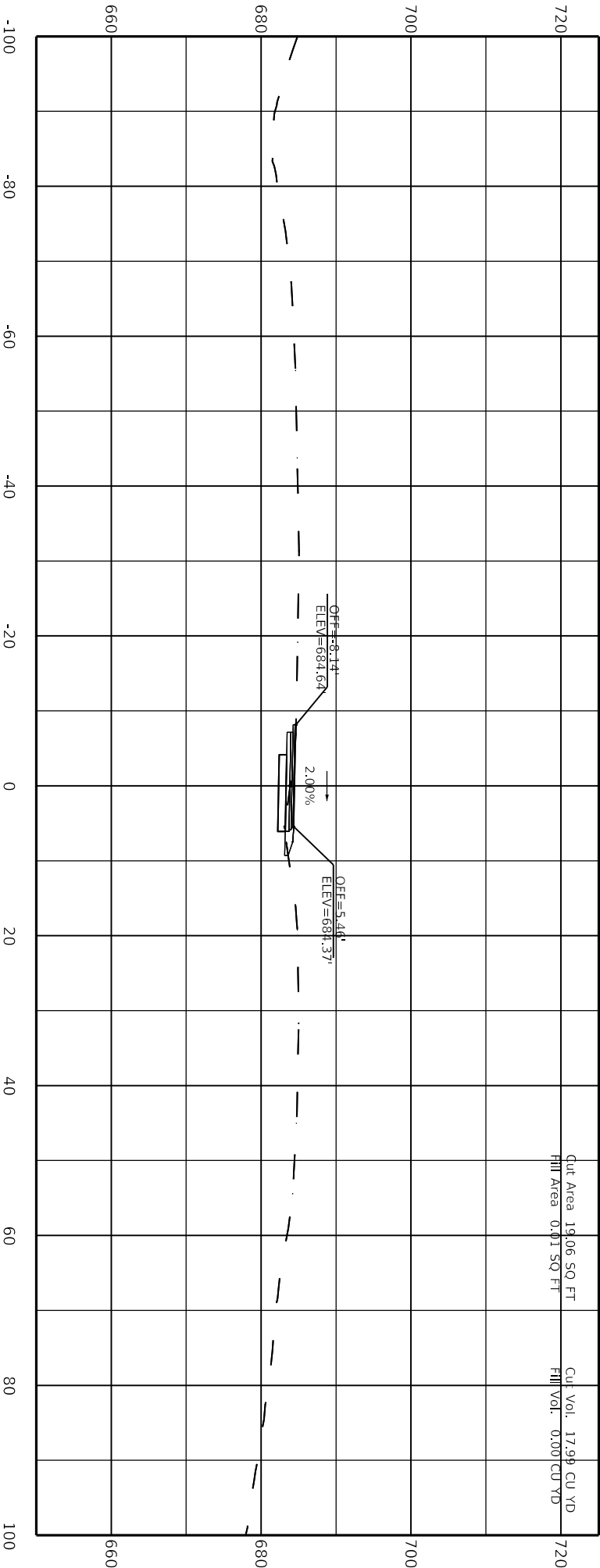
79+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X35 |

CROSS SECTION



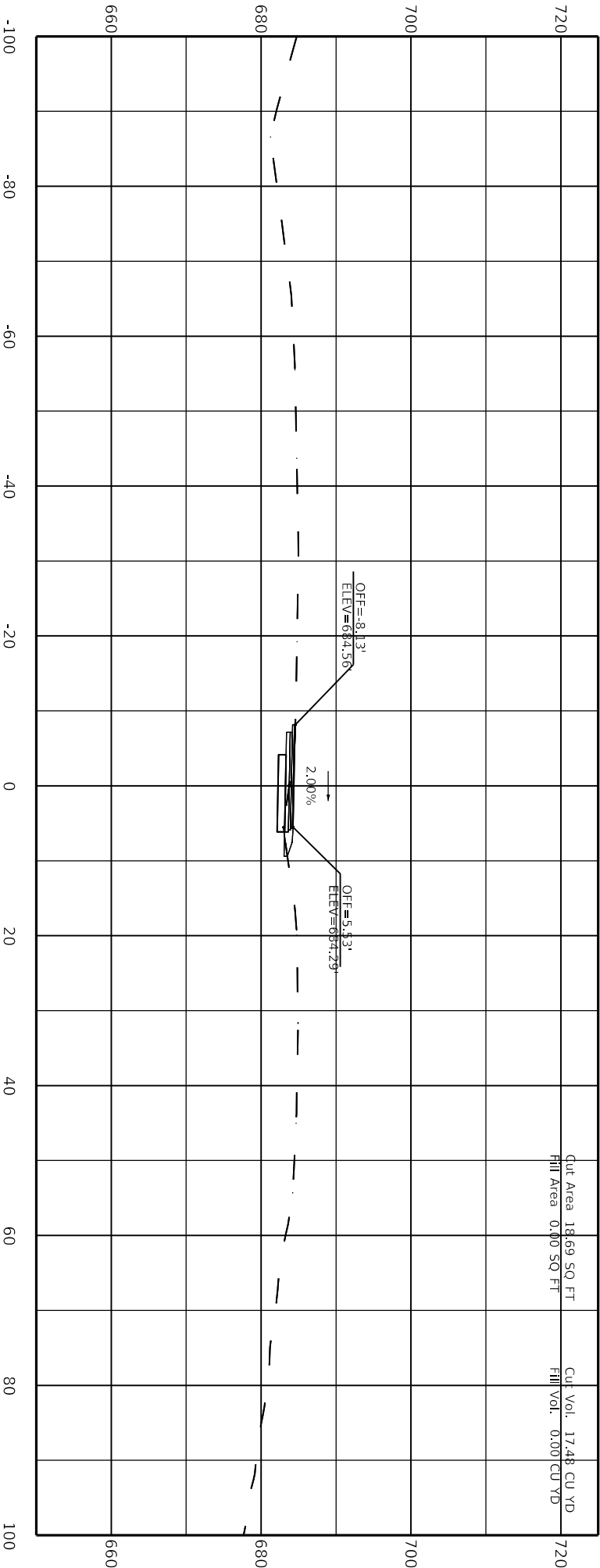
80+00.00

SCALE: 1"=20'

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X36 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

CROSS SECTION



Cut Area 18.69 SQ. FT
Fill Area 0.00 SQ. FT
Cut Vol. 17.48 CU YD
Fill Vol. 0.00 CU YD

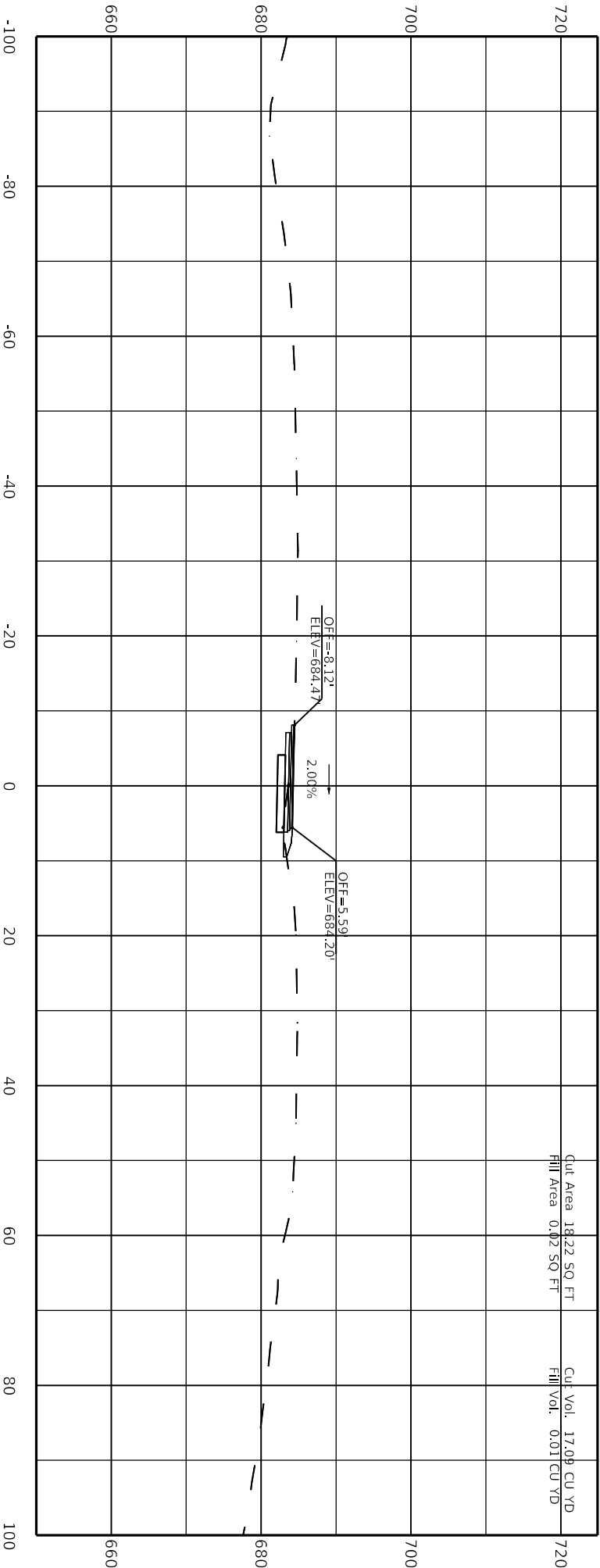
SCALE: 1"=20'

80+25.00

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X37 |

CROSS SECTION

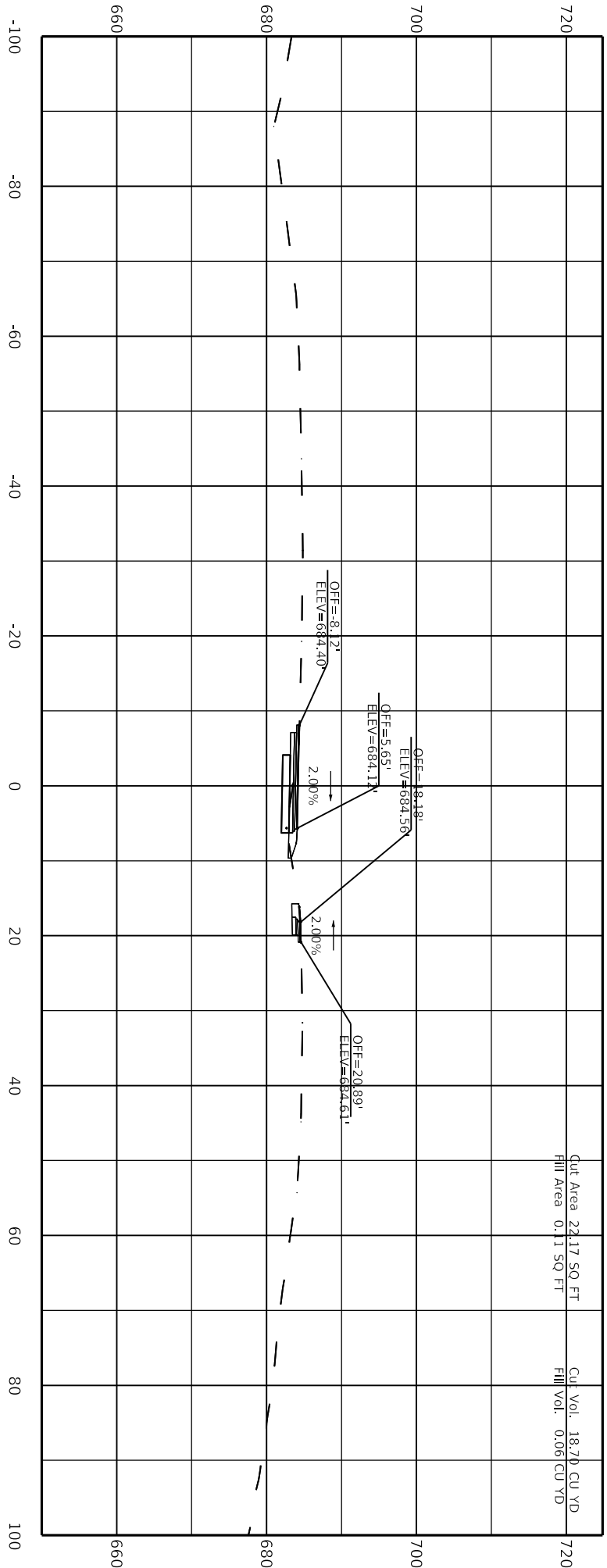


SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

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|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X38 |

CROSS SECTION



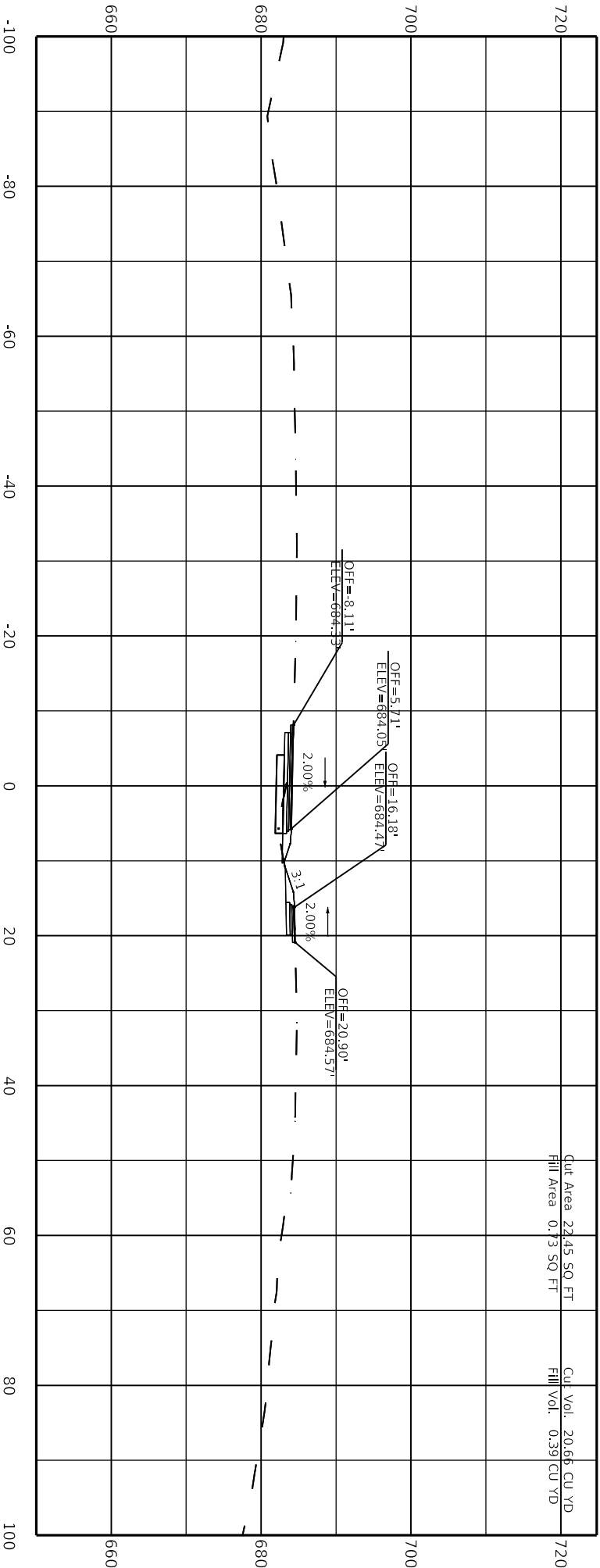
80+75.00

SCALE: 1"=20'

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X39 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

CROSS SECTION



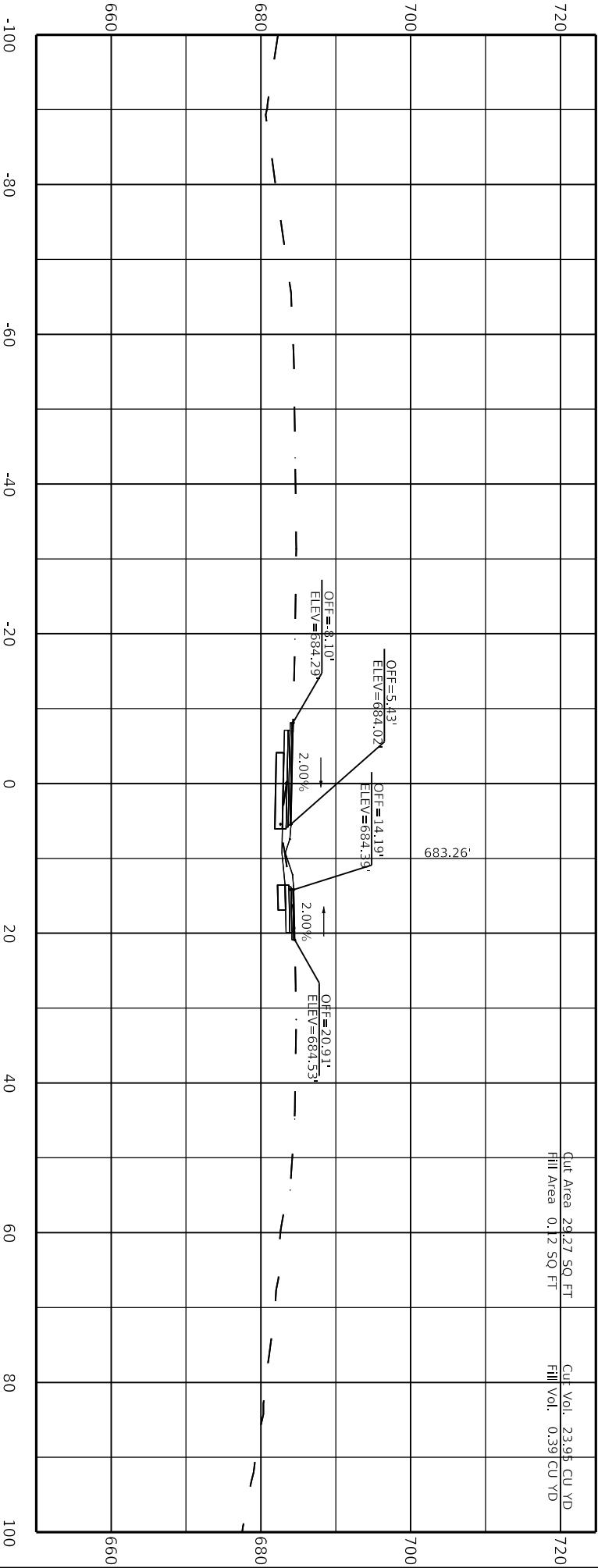
81+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X40 |

CROSS SECTION



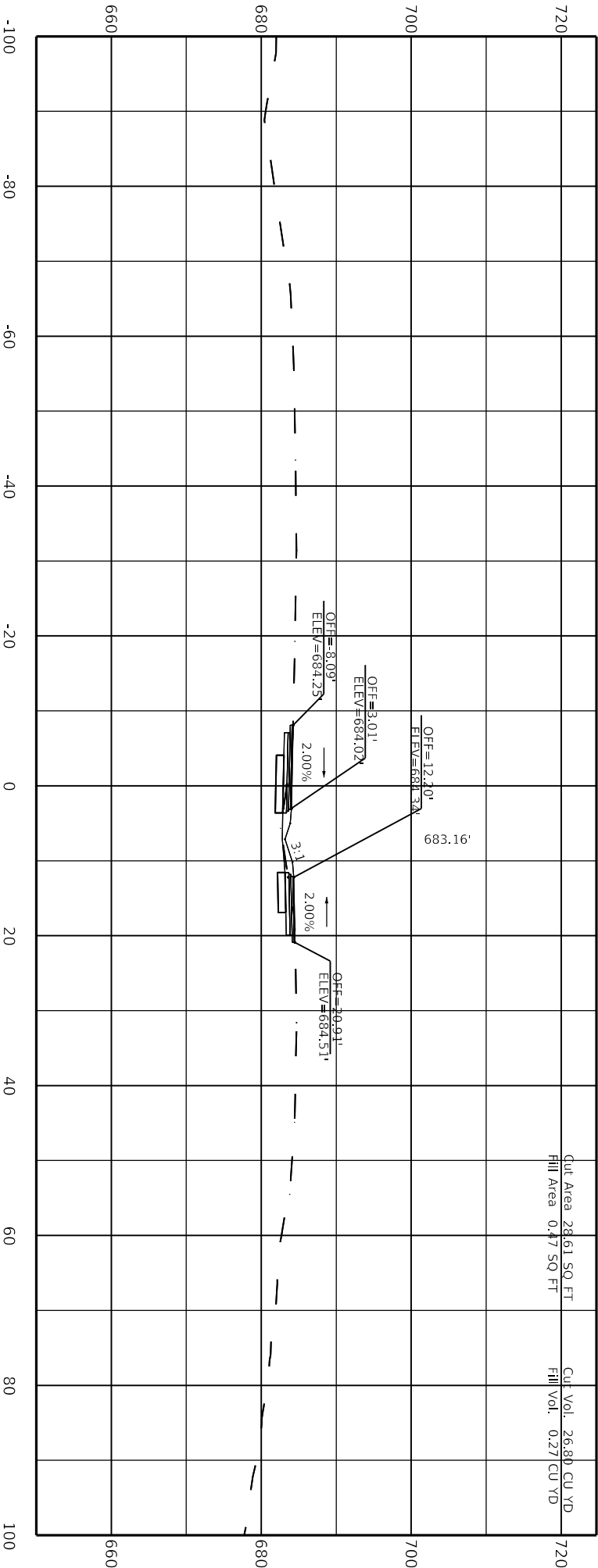
81+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X41 |

CROSS SECTION



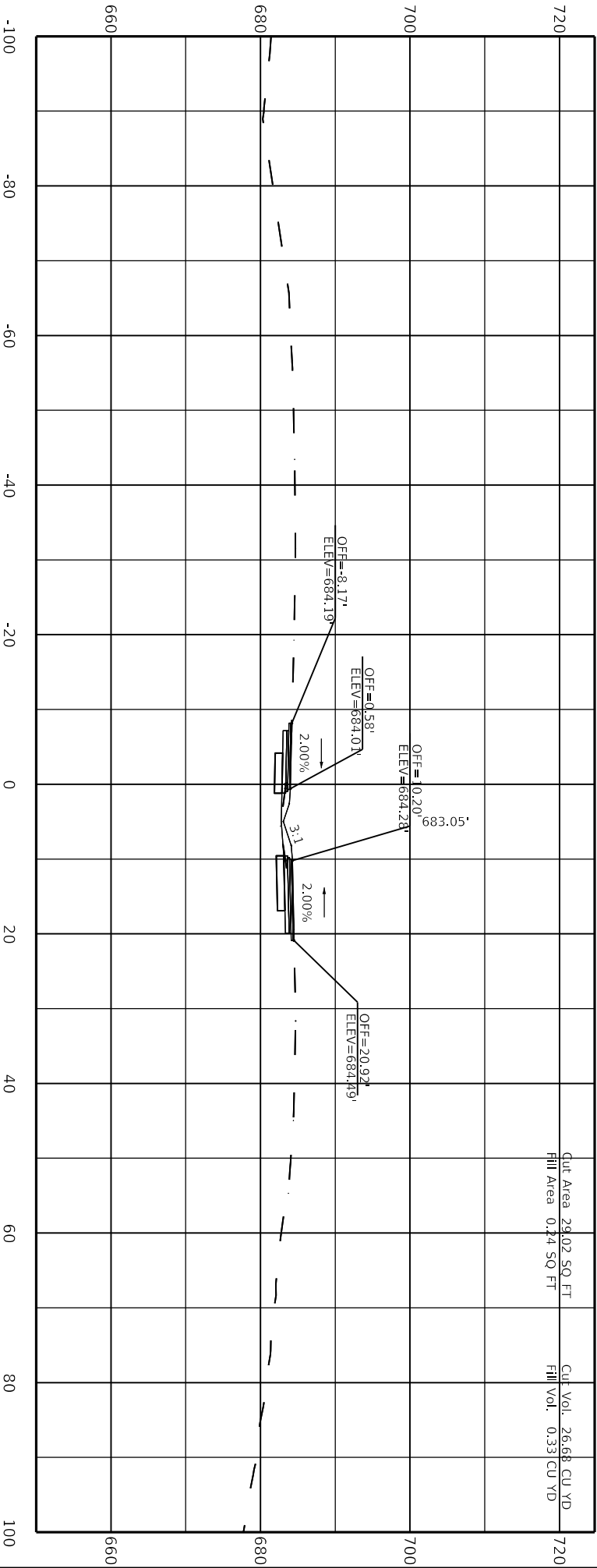
81+50.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| | | |
|-----------|----------|-----------|
| COUNTY OF | ITEM NO. | SHEET NO. |
| HARDIN | 4-9002 | X42 |

CROSS SECTION



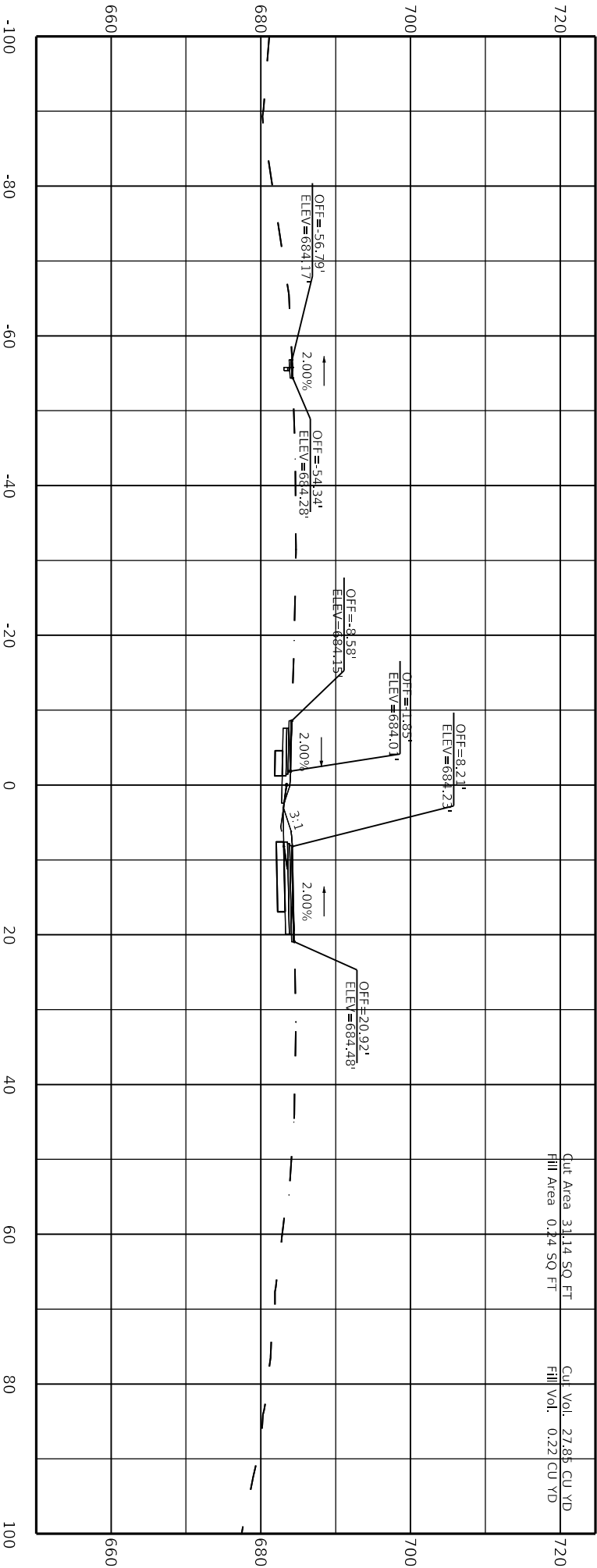
Cut Area 29.02 SQ. FT. Cut Vol. 26.68 CU YD
Fill Area 0.24 SQ. FT. Fill Vol. 0.33 CU YD

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X43 |

CROSS SECTION



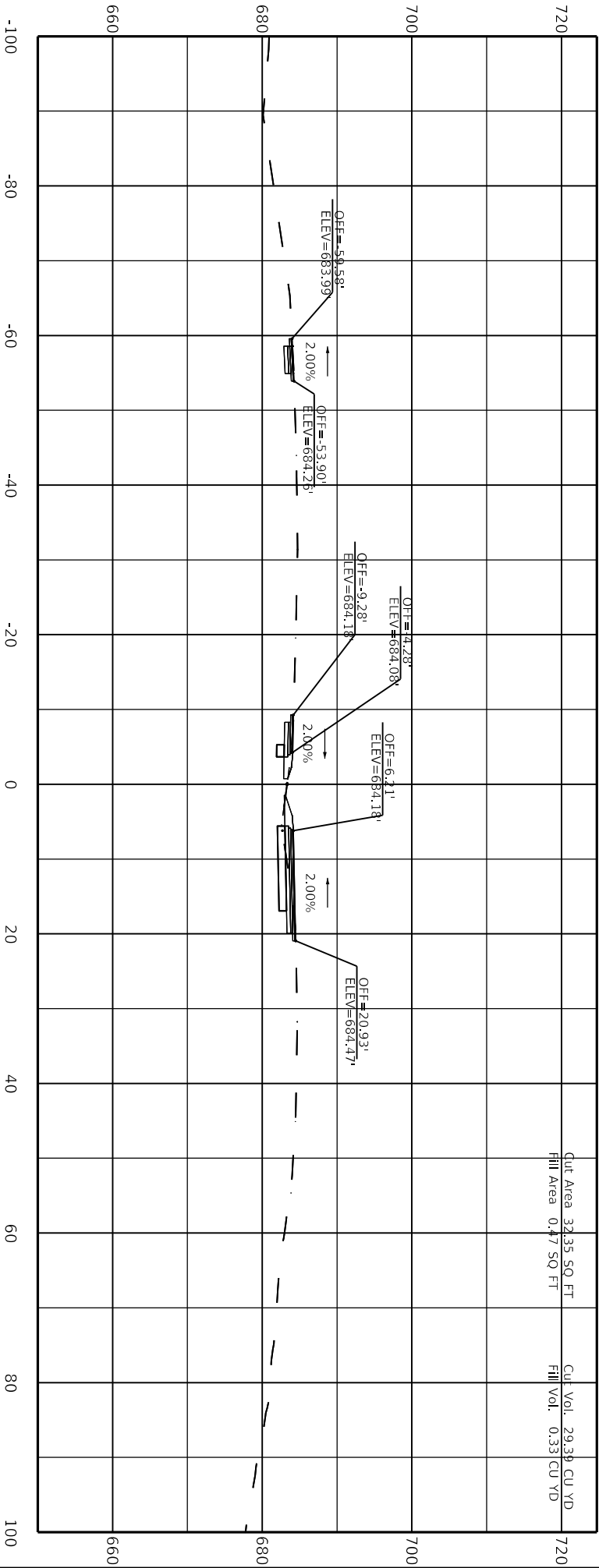
82+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X44 |

CROSS SECTION



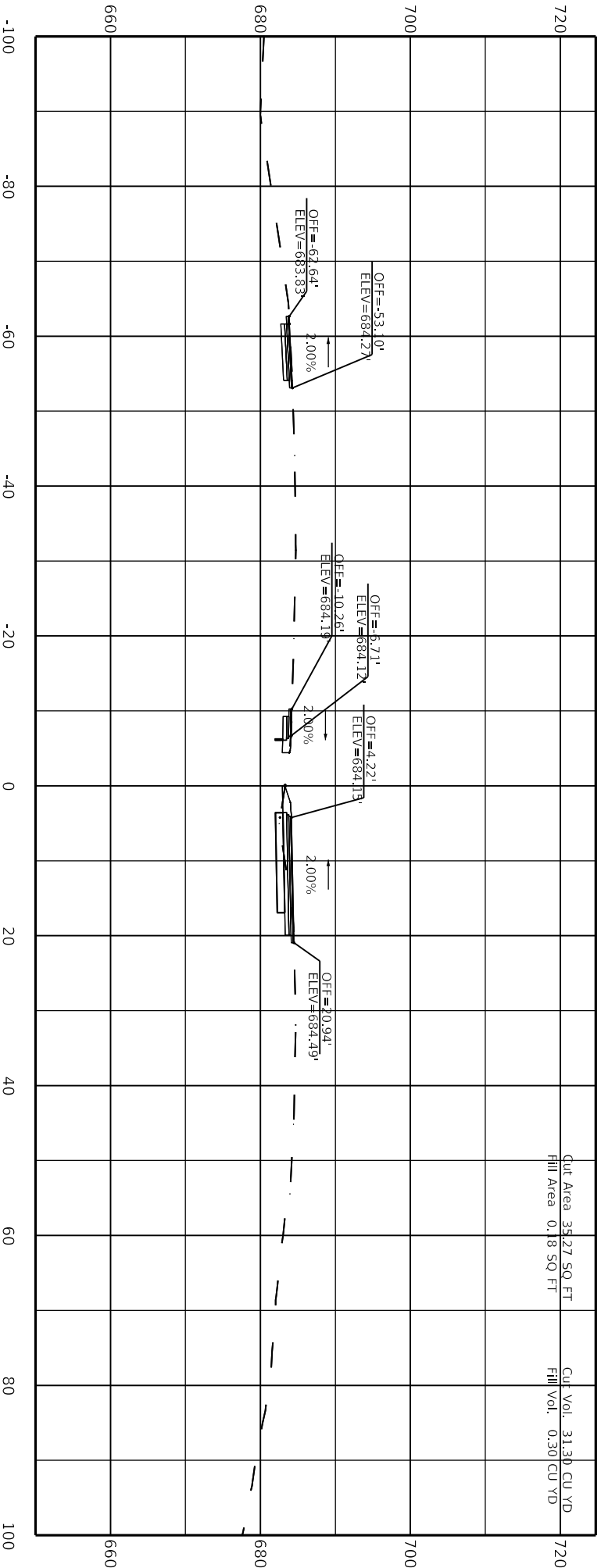
Cut Area 32.35 SQ. FT
Fill Area 0.47 SQ. FT
Cut Vol. 29.39 CU YD
Fill Vol. 0.33 CU YD

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

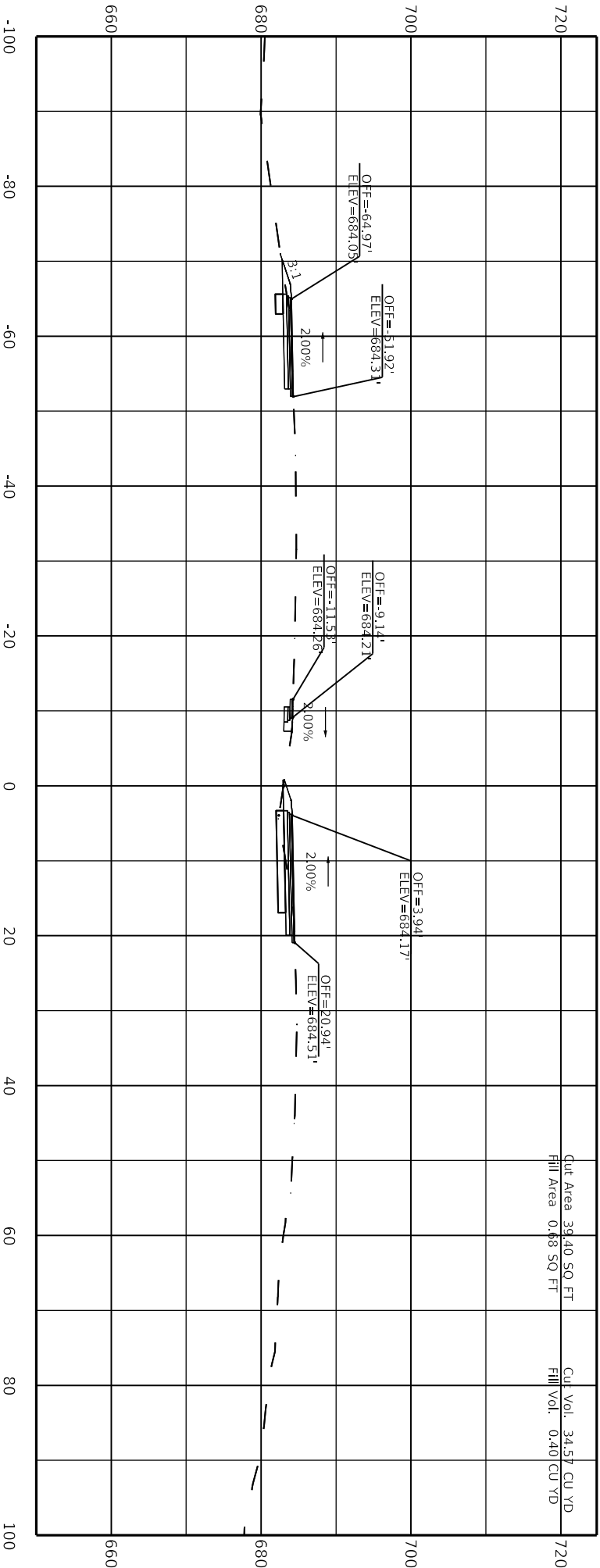
| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X45 |

CROSS SECTION



Cut Area 39.27 SQ. FT
Fill Area 0.18 SQ. FT
Cut Vol. 31.30 CU YD
Fill Vol. 0.30 CU YD

| | | | |
|--|---------------------|--------------------|------------------|
| CROSS SECTION | COUNTY OF HARDIN | ITEM NO. 4-9002 | SHEET NO. X46 |
| RING RD / BACON CREEK RD INTERSECTION R-CUT HSIP | | | |



82+75.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X47 |

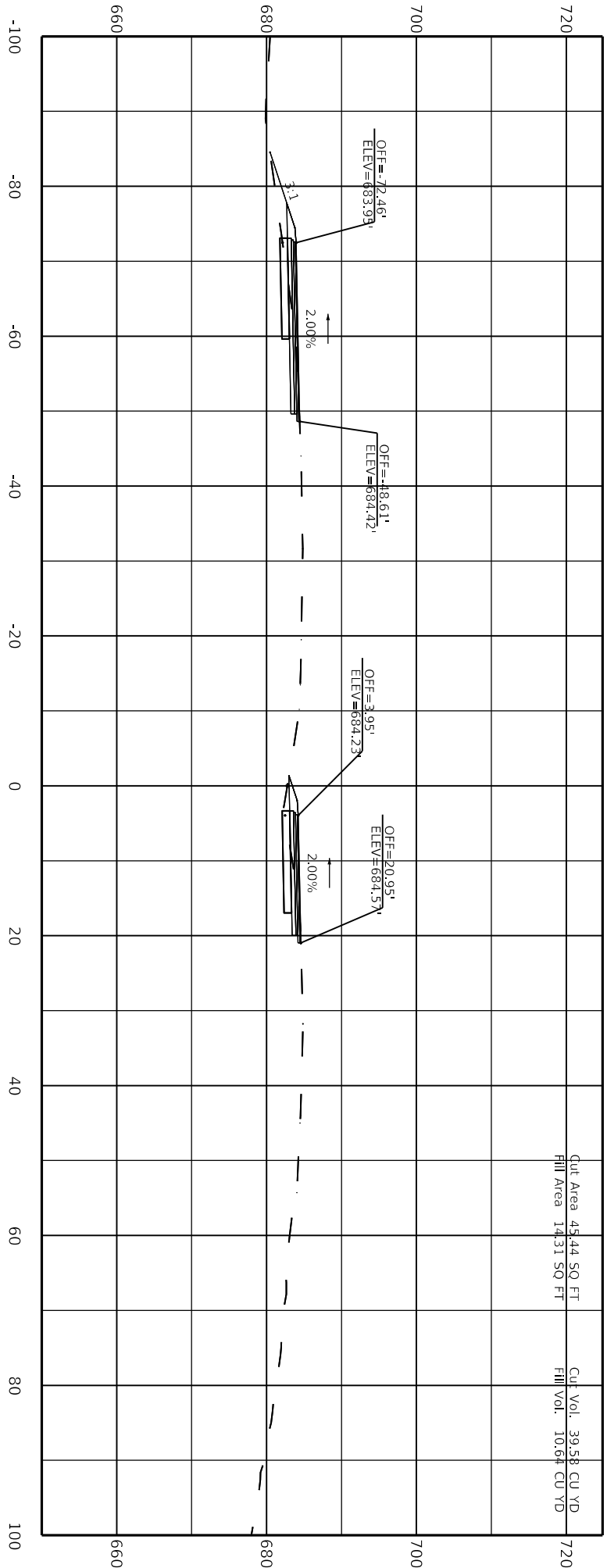
CROSS SECTION



RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X48 |

CROSS SECTION



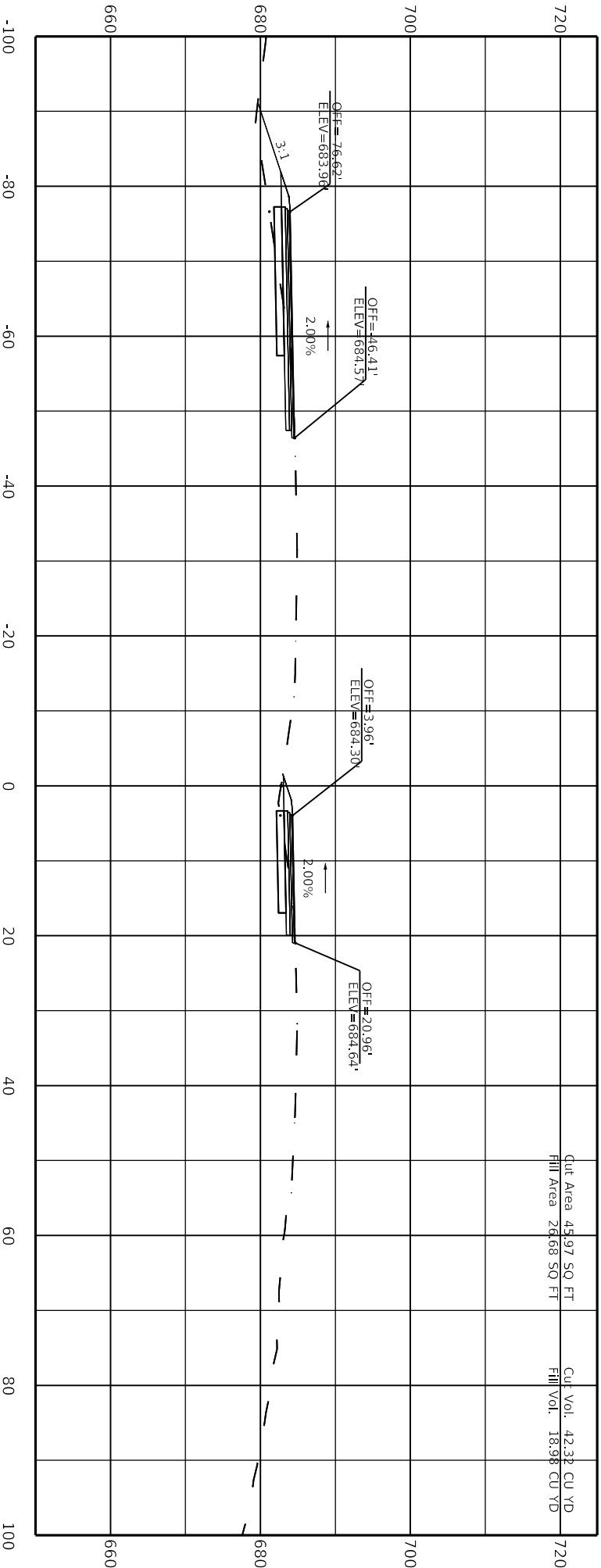
83+25.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X49 |

CROSS SECTION



83+50.00

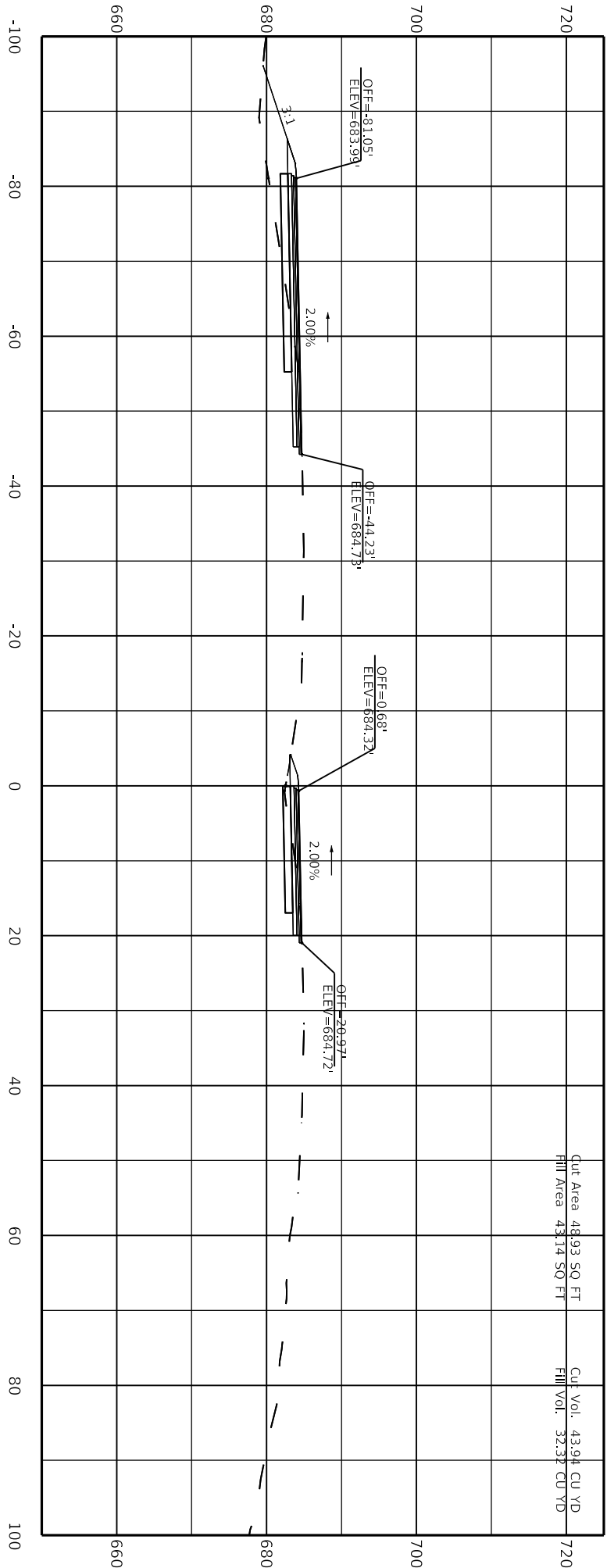
SCALE: 1"=20'

Cut Area 45.97 SQ. FT. Cut Vol. 42.32 CU YD.
Fill Area 26.68 SQ. FT. Fill Vol. 18.98 CU YD.

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

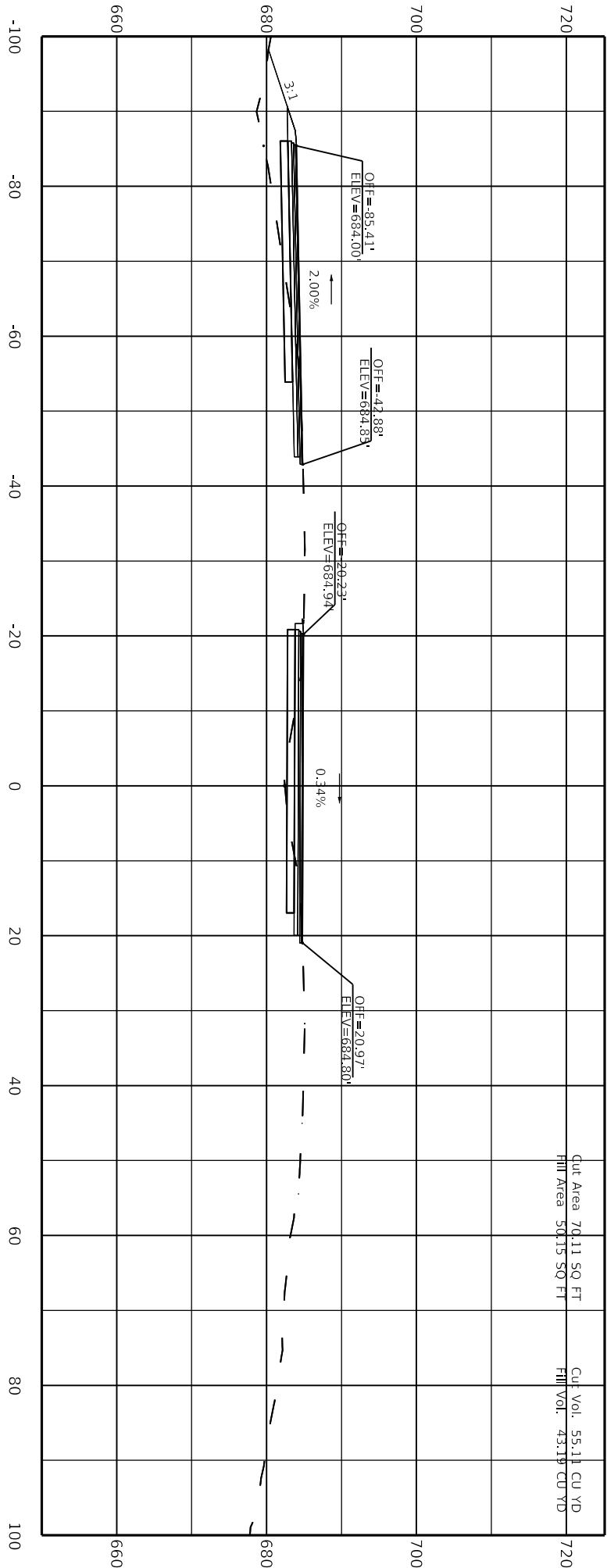
| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X50 |

CROSS SECTION



SCALE: 1"=20'

| | | | |
|---------------|---------------------------------------|-----------|--|
| CROSS SECTION | RING RD / BACON CREEK RD INTERSECTION | | |
| | R-CUT | | |
| | HSIP | | |
| COUNTY OF | ITEM NO. | SHEET NO. | |
| HARDIN | 4-9002 | X51 | |



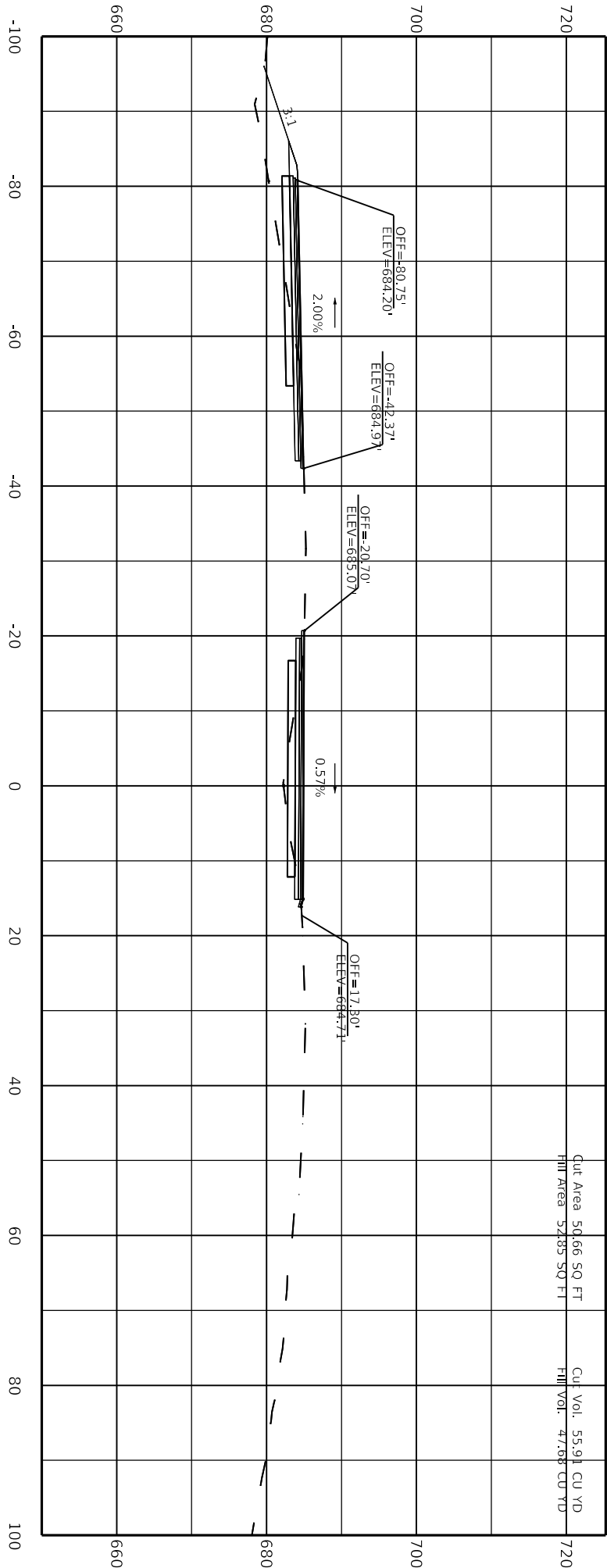
84+00.00

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X52 |

CROSS SECTION



84+25.00

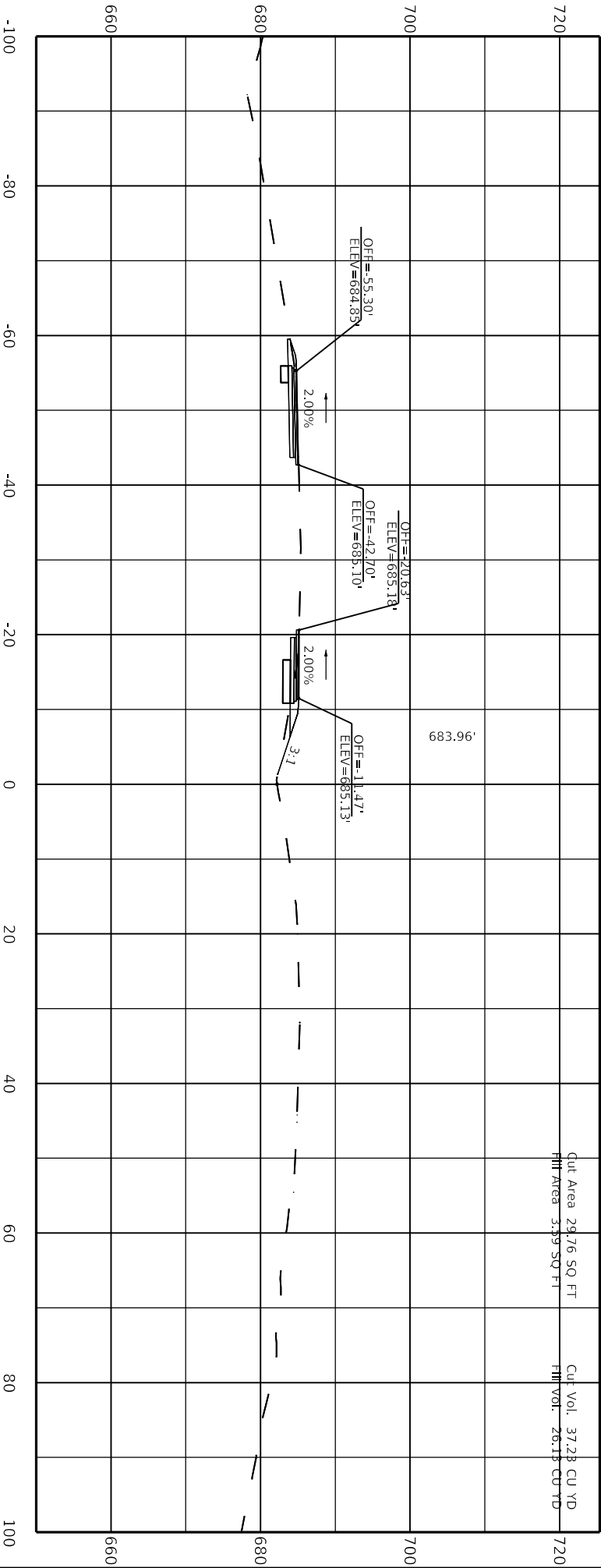
SCALE: 1"=20'

Cut Area 50.66 SQ FT
Fill Area 52.85 SQ FT
Cut Vol. 55.91 CU YD
Fill Vol. 47.68 CU YD

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X53 |

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

CROSS SECTION



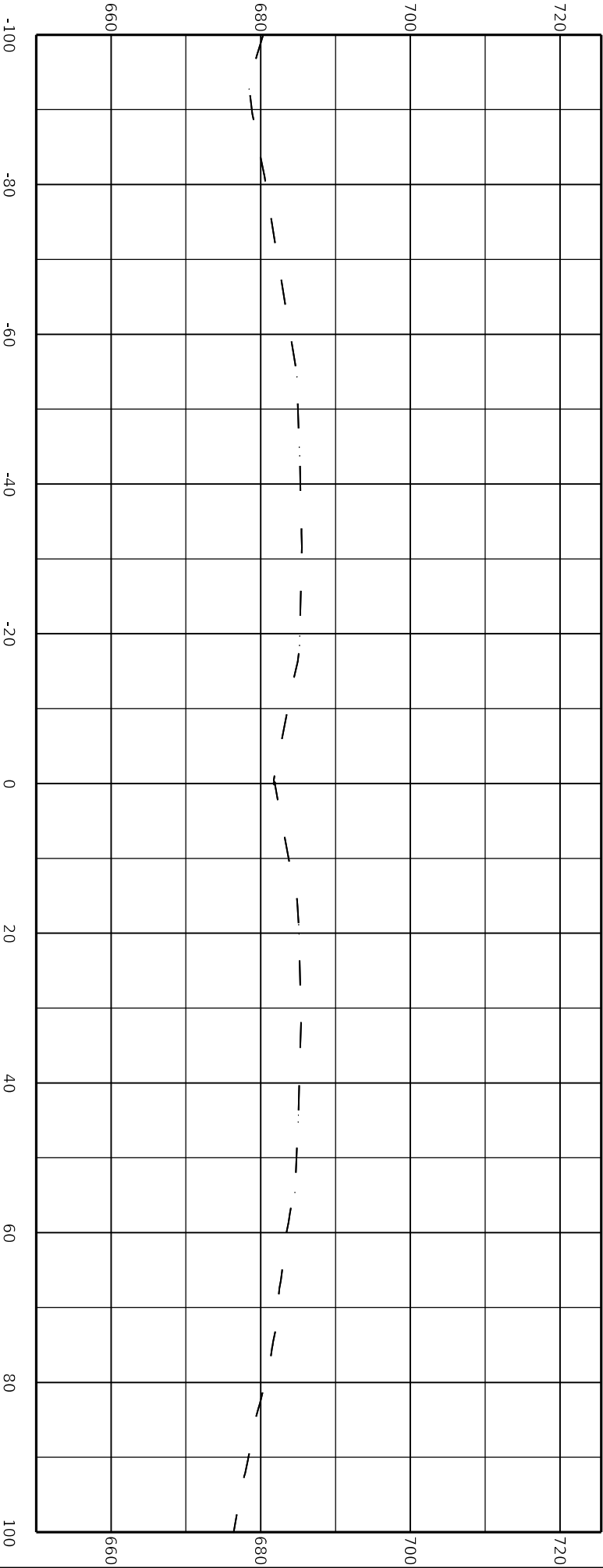
Cut Area 29.76 SQ. FT
Fill Area 3.39 SQ. FT
Cut Vol. 37.28 CU YD
Fill Vol. 26.18 CU YD

SCALE: 1"=20'

RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X54 |

CROSS SECTION



84+75.00

SCALE: 1"=20'

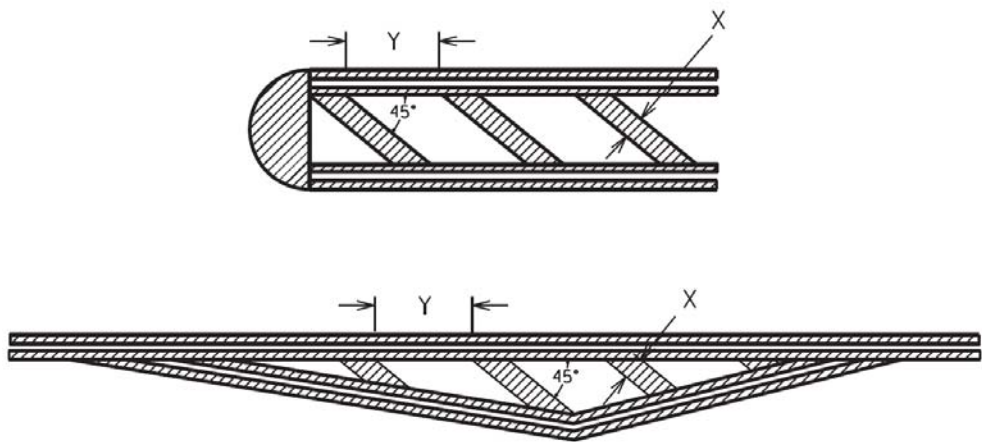
RING RD / BACON CREEK RD INTERSECTION
R-CUT
HSIP

| COUNTY OF | ITEM NO. | SHEET NO. |
|-----------|----------|-----------|
| HARDIN | 4-9002 | X55 |

CROSS SECTION

CROSS-HATCH PAVEMENT MARKINGS DETAIL

TYPICAL CROSS-HATCH MARKINGS



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

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

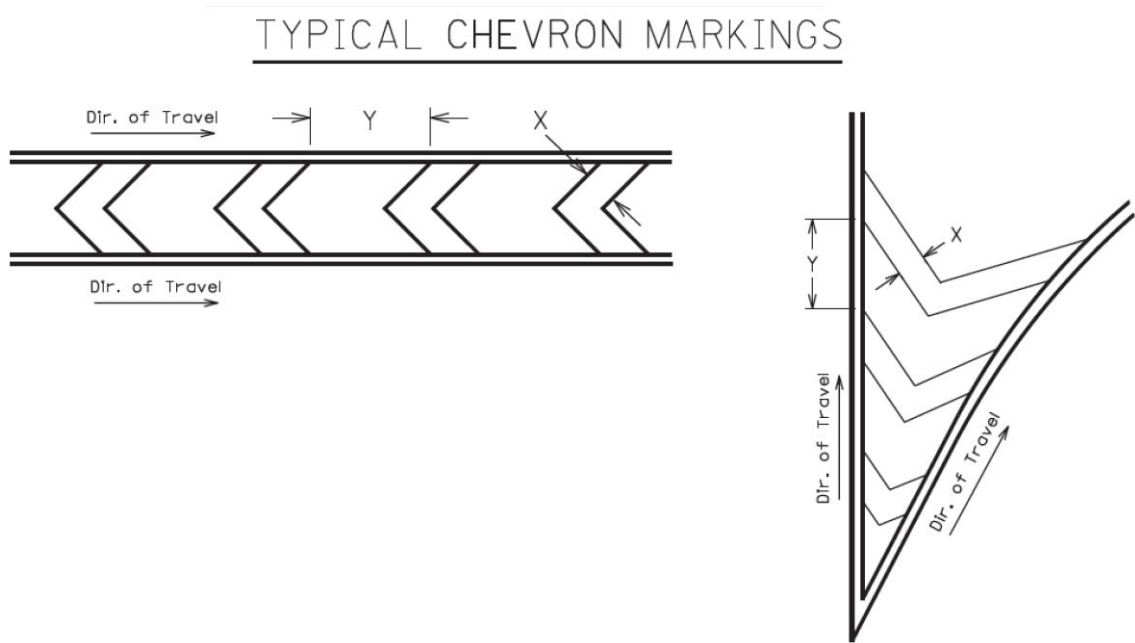
Refer to Section 717 of the Standard Specifications for Road and Bridge Construction, current edition, for more information concerning Material and Construction specifications.

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

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

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

CHEVRON PAVEMENT MARKINGS DETAIL



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

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

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

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

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

| <u>Code</u> | <u>Pay Item</u> | <u>Pay Unit</u> |
|-------------|--------------------------|-----------------|
| 24679ED | Pave Mark Thermo Chevron | Square Foot |

PART II

SPECIFICATIONS AND STANDARD DRAWINGS

SPECIFICATIONS REFERENCE

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

SUPPLEMENTAL SPECIFICATIONS

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

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

SPECIAL NOTE FOR PORTABLE CHANGEABLE MESSAGE SIGNS

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

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

2.0 MATERIALS.

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

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

2.2 Sign and Controls. All signs must:

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

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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/⇒⇒⇒/ | /MIN/SPEED/**MPH/ |
| /KEEP/LEFT/⇐⇐⇐/ | /ICY/BRIDGE/AHEAD/ /ONE |
| /LOOSE/GRAVEL/AHEAD/ | LANE/BRIDGE/AHEAD/ |
| /RD WORK/NEXT/**MILES/ | /ROUGH/ROAD/AHEAD/ |
| /TWO WAY/TRAFFIC/AHEAD/ | /MERGING/TRAFFIC/AHEAD/ |
| /PAINT/CREW/AHEAD/ | /NEXT/***/MILES/ |
| /REDUCE/SPEED/**MPH/ | /HEAVY/TRAFFIC/AHEAD/ |
| /BRIDGE/WORK/***() FT/ | /SPEED/LIMIT/**MPH/ |
| /MAX/SPEED/**MPH/ | /BUMP/AHEAD/ |
| /SURVEY/PARTY/AHEAD/ | /TWO/WAY/TRAFFIC/ |

*Insert numerals as directed by the Engineer.

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

2.3 Power.

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

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

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

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

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

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

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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:

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

Effective June 15, 2012

2020 STANDARD DRAWINGS THAT APPLY

ROADWAY
~ DRAINAGE ~
BOX INLETS AND OUTLETS

DROP BOXES

DROP BOX INLET TYPE 6A-6B-6C-6D-6E & 6F.....

RDB-006-08

SLOPED BOXES

SLOPED BOX OUTLET TYPE 1

RDB-100-05

CURB BOXES

STANDARD CURB BOX INLET TYPE F.....

RDB-320-06

TYPICAL DRAINAGE INSTALLATIONS

CULVERT, ENTRANCE & STORM SEWER PIPE TYPES & COVER HEIGHTS (12” – 24” PIPE)

RDI-001-10

PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER PIPE

RDI-020-10

PIPE BEDDING FOR CULVERTS, ENTRANCE, AND STORM SEWER, REINFORCED CONC. PIPE

RDI-021-01

PIPE BEDDING, TRENCH CONDITION

RDI-025-06

PIPE BEDDING, TRENCH CONDITION, REINFORCED CONC. PIPE

RDI-026-01

EROSION CONTROL BLANKET SLOPE INSTALLATION.....

RDI-040-01

EROSION CONTROL BLANKET CHANNEL INSTALLATION.....

RDI-041-01

PERFORATED PIPE

PERFORATED PIPE TYPES AND COVER HEIGHTS

RDP-001-06

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

RDP-005-05

PERFORATED PIPE UNDERDRAINS (LONGITUDINAL AND TRANSVERSE)

RDP-006-04

PERFORATED PIPE HEADWALLS

RDP-010-09

MISCELLANEOUS DRAINAGE

INTERMEDIATE AND END ANCHORS FOR CIRCULAR PIPE

RDX-060-04

SILT TRAP - TYPE B.....

RDX-225-01

SILT TRAP - TYPE C.....

RDX-230-01

~ PAVEMENT ~
MEDIANS, CURBS, APPROACHES, ENTRANCES, ETC.

STANDARD BARRIER MEDIAN

RPM-010-06

TRAFFIC
~ PERMANENT ~
MARKERS

PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....

TPM-100-03

PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....

TPM-105-03

PAVEMENT MARKER ARRANGEMENTS MULTI-LANE ROADWAYS.....

TPM-110-03

PAVEMENT MARKER ARRANGEMENTS TWO-LANE TWO-WAY ROADWAYS

TPM-115-03

PAVEMENT MARKER ARRANGEMENT CHANNELIZED INTERSECTION.....

TPM-145-03

TYPICAL MARKINGS FOR GORE AREAS.....

TPM-204

Standard Drawings That Apply
Page 2 of 2

TYPICAL MARKINGS FOR ISLANDS AND MEDIANSTPM-205
TYPICAL MARKINGS FOR TURN LANES PAGE 1TPM-206
TYPICAL MARKINGS FOR TURN LANES PAGE 2TPM-207

~ *TEMPORARY* ~
TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAYTTC-100-05
LANE CLOSURE MULTI-LANE HIGHWAY CASE ITTC-115-04
SHOULDER CLOSURETTC-135-03

DEVICES

PAVEMENT CONDITION WARNING SIGNSTTD-125-03

STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE ITTS-100-02

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: January 27, 2017

"General Decision Number: KY20210038 03/05/2021

Superseded General Decision Number: KY20200038

State: Kentucky

Construction Type: Highway

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

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---------------------|------------------|
| 0 | 01/01/2021 |
| 1 | 03/05/2021 |

BRIN0004-003 06/01/2017

BRECKENRIDGE COUNTY

| | Rates | Fringes |
|-----------------|----------|---------|
| BRICKLAYER..... | \$ 26.80 | 12.38 |
| ----- | | |

BRKY0001-005 06/01/2020

BULLITT, CARROLL, GRAYSON, HARDIN, HENRY, JEFFERSON, LARUE,

MARION, MEADE, NELSON, OLDHAM, SHELBY, SPENCER, & TRIMBLE
COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 31.00 | 14.86 |
| ----- | | |
| BRKY0002-006 06/01/2020 | | |

BRACKEN, GALLATIN, GRANT, MASON & ROBERTSON COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 31.00 | 14.86 |
| ----- | | |
| BRKY0007-004 06/01/2017 | | |

BOYD, CARTER, ELLIOT, FLEMING, GREENUP, LEWIS & ROWAN COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 32.98 | 19.02 |
| ----- | | |
| BRKY0017-004 06/01/2020 | | |

ANDERSON, BATH, BOURBON, BOYLE, CLARK, FAYETTE, FRANKLIN,
HARRISON, JESSAMINE, MADISON, MERCER, MONTGOMERY, NICHOLAS,
OWEN, SCOTT, WASHINGTON & WOODFORD COUNTIES:

| | Rates | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER..... | \$ 31.00 | 14.86 |
| ----- | | |
| CARP0064-001 04/01/2020 | | |

| | Rates | Fringes |
|-------------------------|----------|---------|
| CARPENTER..... | \$ 29.81 | 19.96 |
| Diver..... | \$ 45.09 | 19.96 |
| PILEDRIVERMAN..... | \$ 30.06 | 19.96 |
| ----- | | |
| ELEC0212-008 06/01/2020 | | |

BRACKEN, GALLATIN and GRANT COUNTIES

| | Rates | Fringes |
|-------------------------|----------|---------|
| ELECTRICIAN..... | \$ 31.30 | 19.72 |
| ----- | | |
| ELEC0212-014 11/25/2019 | | |

BRACKEN, GALLATIN & GRANT COUNTIES:

| | Rates | Fringes |
|--|----------|---------|
| Sound & Communication Technician..... | \$ 24.35 | 12.09 |
| ----- | | |
| ELEC0317-012 06/01/2020 | | |

BOYD, CARTER, ELLIOT & ROWAN COUNTIES:

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | | |
|----------------------------|----------|-------|
| ELECTRICIAN (Wiremen)..... | \$ 35.10 | 26.22 |
| ----- | | |
| * ELEC0369-007 05/26/2020 | | |

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

| | | |
|-------------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 33.21 | 17.85 |
| ----- | | |
| ELEC0575-002 11/30/2020 | | |

FLEMING, GREENUP, LEWIS & MASON COUNTIES:

| | | |
|-------------------------|----------|---------|
| | Rates | Fringes |
| ELECTRICIAN..... | \$ 33.75 | 19.22 |
| ----- | | |
| ENGI0181-018 07/01/2020 | | |

| | | |
|--------------------------|----------|---------|
| | Rates | Fringes |
| POWER EQUIPMENT OPERATOR | | |
| GROUP 1..... | \$ 33.95 | 17.25 |
| GROUP 2..... | \$ 31.09 | 17.25 |
| GROUP 3..... | \$ 31.54 | 17.25 |
| GROUP 4..... | \$ 30.77 | 17.25 |

OPERATING ENGINEER CLASSIFICATIONS

- GROUP 1 - A-Frame Winch Truck; Auto Patrol; Backfiller; Batcher Plant; Bituminous Paver; Bituminous Transfer Machine; Boom Cat; Bulldozer; Mechanic; Cableway; Carry-All Scoop; Carry Deck Crane; Central Compressor Plant; Cherry Picker; Clamshell; Concrete Mixer (21 cu. ft. or Over); Concrete Paver; Truck-Mounted Concrete Pump; Core Drill; Crane; Crusher Plant; Derrick; Derrick Boat; Ditching & Trenching Machine; Dragline; Dredge Operator; Dredge Engineer; Elevating Grader & Loaders; Grade-All; Gurries; Heavy Equipment Robotics Operator/Mechanic; High Lift; Hoe-Type Machine; Hoist (Two or More Drums); Hoisting Engine (Two or More Drums); Horizontal Directional Drill Operator; Hydrocrane; Hyster; KeCal Loader; LeTourneau; Locomotive; Mechanic; Mechanically Operated Laser Screed; Mechanic Welder; Mucking Machine; Motor Scraper; Orangepeel Bucket; Overhead Crane; Piledriver; Power Blade; Pumpcrete; Push Dozer; Rock Spreader, attached to equipment; Rotary Drill; Roller (Bituminous); Rough Terrain Crane; Scarifier; Scoopmobile; Shovel; Side Boom; Subgrader; Tailboom; Telescoping Type Forklift; Tow or Push Boat; Tower Crane (French, German & other types); Tractor Shovel; Truck Crane; Tunnel Mining Machines, including Moles, Shields or similar types of Tunnel Mining Equipment
- GROUP 2 - Air Compressor (Over 900 cu. ft. per min.); Bituminous Mixer; Boom Type Tamping Machine; Bull Float; Concrete Mixer (Under 21 cu. ft.); Dredge Engineer; Electric Vibrator; Compactor/Self-Propelled Compactor; Elevator (One Drum or Buck Hoist); Elevator (When used to

Hoist Building Material); Finish Machine; Firemen & Hoist (One Drum); Flexplane; Forklift (Regardless of Lift Height); Form Grader; Joint Sealing Machine; Outboard Motor Boat; Power Sweeper (Riding Type); Roller (Rock); Ross Carrier; Skid Mounted or Trailer Mounted Concrete Pump; Skid Steer Machine with all Attachments; Switchman or Brakeman; Throttle Valve Person; Tractair & Road Widening Trencher; Tractor (50 H.P. or Over); Truck Crane Oiler; Tugger; Welding Machine; Well Points; & Whirley Oiler

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

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

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

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

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

IRON0044-009 06/01/2020

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

| | Rates | Fringes |
|--------------------|----------|---------|
| IRONWORKER | | |
| Fence Erector..... | \$ 28.95 | 21.20 |
| Structural..... | \$ 30.47 | 21.20 |

IRON0070-006 06/01/2020

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

| | Rates | Fringes |
|-------------------------|----------|---------|
| IRONWORKER..... | \$ 30.42 | 23.15 |
| ----- | | |
| IRON0769-007 06/01/2020 | | |

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

| | Rates | Fringes |
|-------------|----------|---------|
| IRONWORKER | | |
| ZONE 1..... | \$ 32.75 | 26.34 |
| ZONE 2..... | \$ 33.15 | 26.34 |
| ZONE 3..... | \$ 34.75 | 26.34 |

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

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

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

LAB00189-003 07/01/2020

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

| Rates | Fringes |
|-------|---------|
|-------|---------|

| | | |
|--------------|----------|-------|
| Laborers: | | |
| GROUP 1..... | \$ 23.26 | 15.62 |
| GROUP 2..... | \$ 23.56 | 15.62 |
| GROUP 3..... | \$ 23.51 | 15.62 |
| GROUP 4..... | \$ 24.16 | 15.62 |

LABORERS CLASSIFICATIONS

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

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

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

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

LABO0189-008 07/01/2020

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

| | | |
|--------------|----------|---------|
| | Rates | Fringes |
| Laborers: | | |
| GROUP 1..... | \$ 23.26 | 15.62 |
| GROUP 2..... | \$ 23.51 | 15.62 |
| GROUP 3..... | \$ 23.56 | 15.62 |
| GROUP 4..... | \$ 24.16 | 15.62 |

LABORERS CLASSIFICATIONS

GROUP 1 - Aging & Curing of Concrete; Asbestos Abatement

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

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

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

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

LAB00189-009 07/01/2020

BRECKINRIDGE & GRAYSON COUNTIES

| | Rates | Fringes |
|--------------|----------|---------|
| Laborers: | | |
| GROUP 1..... | \$ 23.26 | 15.62 |
| GROUP 2..... | \$ 23.51 | 15.62 |
| GROUP 3..... | \$ 23.56 | 15.62 |
| GROUP 4..... | \$ 24.16 | 15.62 |

LABORERS CLASSIFICATIONS

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

GROUP 2 - Batter Board Man (Sanitary & Storm Sewer);

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

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

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

PAIN0012-005 06/11/2005

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

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

PAIN0012-017 05/01/2015

BRACKEN, GALLATIN, GRANT, MASON & OWEN COUNTIES:

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

PAIN0118-004 06/01/2018

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

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Brush & Roller..... | \$ 22.00 | 12.52 |
| Spray, Sandblast, Power Tools, Waterblast & Steam Cleaning..... | \$ 23.00 | 12.52 |

PAIN1072-003 12/01/2018

BOYD, CARTER, ELLIOTT, GREENUP, LEWIS and ROWAN COUNTIES

| | Rates | Fringes |
|---|----------|---------|
| Painters: | | |
| Bridges; Locks; Dams; Tension Towers & Energized Substations..... | \$ 33.33 | 18.50 |
| Power Generating Facilities. | \$ 30.09 | 18.50 |

PLUM0248-003 06/01/2020

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

| | Rates | Fringes |
|------------------------------|----------|---------|
| Plumber and Steamfitter..... | \$ 37.05 | 21.48 |

PLUM0392-007 06/01/2018

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

| | Rates | Fringes |
|-------------------------------|----------|---------|
| Plumbers and Pipefitters..... | \$ 32.01 | 19.67 |

PLUM0502-003 08/01/2020

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

| | Rates | Fringes |
|--------------|----------|---------|
| PLUMBER..... | \$ 36.92 | 20.78 |

SUKY2010-160 10/08/2001

| | Rates | Fringes |
|----------------|----------|---------|
| Truck drivers: | | |
| GROUP 1..... | \$ 16.57 | 7.34 |
| GROUP 2..... | \$ 16.68 | 7.34 |
| GROUP 3..... | \$ 16.86 | 7.34 |

GROUP 4.....\$ 16.96

7.34

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Mobile Batch Truck Tender

GROUP 2 - Greaser; Tire Changer; & Mechanic Tender

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

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

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

=====
END OF GENERAL DECISION"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

| GOALS FOR MINORITY PARTICIPATION IN EACH TRADE | GOALS FOR FEMALE PARTICIPATION IN EACH TRADE |
|---|---|
| 9.6% | 6.9% |

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

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

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

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

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

PART IV

INSURANCE

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

PART V

BID ITEMS

Section: 0001 - PAVING

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|--|----------|------|-----------|----|--------|
| 0010 | 00003 | | CRUSHED STONE BASE | 1,888.00 | TON | | \$ | |
| 0020 | 00100 | | ASPHALT SEAL AGGREGATE | 18.00 | TON | | \$ | |
| 0030 | 00103 | | ASPHALT SEAL COAT | 2.16 | TON | | \$ | |
| 0040 | 00190 | | LEVELING & WEDGING PG64-22 | 5.00 | TON | | \$ | |
| 0050 | 00214 | | CL3 ASPH BASE 1.00D PG64-22 | 1,281.00 | TON | | \$ | |
| 0060 | 00388 | | CL3 ASPH SURF 0.38B PG64-22 | 345.00 | TON | | \$ | |
| 0070 | 24970EC | | ASPHALT MATERIAL FOR TACK NON-TRACKING | 3.50 | TON | | \$ | |

Section: 0002 - ROADWAY

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|---|----------|------|-----------|----|--------|
| 0080 | 00078 | | CRUSHED AGGREGATE SIZE NO 2 | 1,896.00 | TON | | \$ | |
| 0090 | 01917 | | STANDARD BARRIER MEDIAN TYPE 2 | 304.00 | SQYD | | \$ | |
| 0100 | 01921 | | STANDARD BARRIER MEDIAN TYPE 4 | 214.00 | SQYD | | \$ | |
| 0110 | 02200 | | ROADWAY EXCAVATION | 1,519.00 | CUYD | | \$ | |
| 0120 | 02545 | | CLEARING AND GRUBBING (1.3 ACRES) | 1.00 | LS | | \$ | |
| 0130 | 02676 | | MOBILIZATION FOR MILL & TEXT (HARDIN KY 3005 HSIP) | 1.00 | LS | | \$ | |
| 0140 | 02677 | | ASPHALT PAVE MILLING & TEXTURING | 53.00 | TON | | \$ | |
| 0150 | 20550ND | | SAWCUT PAVEMENT | 3,468.00 | LF | | \$ | |
| 0160 | 21289ED | | LONGITUDINAL EDGE KEY | 3,468.00 | LF | | \$ | |

Section: 0003 - DRAINAGE

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|--------------------------------|----------|------|-----------|----|--------|
| 0170 | 00522 | | STORM SEWER PIPE-18 IN | 992.00 | LF | | \$ | |
| 0180 | 01000 | | PERFORATED PIPE-4 IN | 1,975.00 | LF | | \$ | |
| 0190 | 01010 | | NON-PERFORATED PIPE-4 IN | 80.00 | LF | | \$ | |
| 0200 | 01024 | | PERF PIPE HEADWALL TY 2-4 IN | 8.00 | EACH | | \$ | |
| 0210 | 01310 | | REMOVE PIPE | 858.00 | LF | | \$ | |
| 0220 | 01433 | | SLOPED BOX OUTLET TYPE 1-18 IN | 1.00 | EACH | | \$ | |
| 0230 | 01487 | | CURB BOX INLET TYPE F | 1.00 | EACH | | \$ | |
| 0240 | 01535 | | DROP BOX INLET TYPE 6F | 4.00 | EACH | | \$ | |
| 0250 | 01584 | | CAP DROP BOX INLET | 1.00 | EACH | | \$ | |
| 0260 | 01585 | | REMOVE DROP BOX INLET | 4.00 | EACH | | \$ | |
| 0270 | 02237 | | DITCHING | 236.00 | LF | | \$ | |
| 0280 | 02701 | | TEMP SILT FENCE | 750.00 | LF | | \$ | |
| 0290 | 02704 | | SILT TRAP TYPE B | 8.00 | EACH | | \$ | |
| 0300 | 02705 | | SILT TRAP TYPE C | 8.00 | EACH | | \$ | |
| 0310 | 02707 | | CLEAN SILT TRAP TYPE B | 8.00 | EACH | | \$ | |
| 0320 | 02708 | | CLEAN SILT TRAP TYPE C | 8.00 | EACH | | \$ | |
| 0330 | 05950 | | EROSION CONTROL BLANKET | 550.00 | SQYD | | \$ | |
| 0340 | 05952 | | TEMP MULCH | 4,150.00 | SQYD | | \$ | |

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| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|------------|-----|-----------------------------|----------|------|-----------|----|--------|
| 0350 | 05953 | | TEMP SEEDING AND PROTECTION | 3,150.00 | SQYD | | \$ | |
| 0360 | 05963 | | INITIAL FERTILIZER | .33 | TON | | \$ | |
| 0370 | 05964 | | MAINTENANCE FERTILIZER | .10 | TON | | \$ | |
| 0380 | 05985 | | SEEDING AND PROTECTION | 2,732.00 | SQYD | | \$ | |
| 0390 | 05992 | | AGRICULTURAL LIMESTONE | 4.00 | TON | | \$ | |
| 0400 | 23274EN11F | | TURF REINFORCEMENT MAT 1 | 500.00 | SQYD | | \$ | |

Section: 0004 - SIGNING

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|---|----------|------|-----------|----|--------|
| 0410 | 02562 | | TEMPORARY SIGNS | 400.00 | SQFT | | \$ | |
| 0420 | 02650 | | MAINTAIN & CONTROL TRAFFIC (HARDIN KY 3005 HSIP) | 1.00 | LS | | \$ | |
| 0430 | 02671 | | PORTABLE CHANGEABLE MESSAGE SIGN | 2.00 | EACH | | \$ | |
| 0440 | 06547 | | PAVE STRIPING-THERMO-12 IN Y | 554.00 | LF | | \$ | |
| 0450 | 06568 | | PAVE MARKING-THERMO STOP BAR-24IN | 24.00 | LF | | \$ | |
| 0460 | 06569 | | PAVE MARKING-THERMO CROSS-HATCH | 940.00 | SQFT | | \$ | |
| 0470 | 06574 | | PAVE MARKING-THERMO CURV ARROW | 18.00 | EACH | | \$ | |
| 0480 | 22664EN | | WATER BLASTING EXISTING STRIPE | 9,822.00 | LF | | \$ | |
| 0490 | 24679ED | | PAVE MARK THERMO CHEVRON | 384.00 | SQFT | | \$ | |
| 0500 | 24683ED | | PAVE MARKING-THERMO DOTTED LANE EXTEN | 574.00 | LF | | \$ | |
| 0510 | 24995EC | | PAVE STRIPING-SPRAY THERMO-6 IN W | 5,784.00 | LF | | \$ | |
| 0520 | 24996EC | | PAVE STRIPING-SPRAY THERMO-6 IN Y | 4,739.00 | LF | | \$ | |

Section: 0005 - MISCELLANEOUS

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------------------------|----------|------|-----------|----|--------|
| 0530 | 02726 | | STAKING (HARDIN KY 3005 HSIP) | 1.00 | LS | | \$ | |

Section: 0006 - DEMOBILIZATION

| LINE | BID CODE | ALT | DESCRIPTION | QUANTITY | UNIT | UNIT PRIC | FP | AMOUNT |
|------|----------|-----|----------------|----------|------|-----------|----|--------|
| 0540 | 02569 | | DEMOBILIZATION | 1.00 | LS | | \$ | |