



CALL NO. 114

CONTRACT ID. 234209

LAUREL COUNTY

FED/STATE PROJECT NUMBER HSIP 5292(007)

DESCRIPTION KEAVY ROAD (KY 363)

WORK TYPE ASPHALT PAVEMENT & ROADWAY REHAB

PRIMARY COMPLETION DATE 10/31/2023

LETTING DATE: March 23,2023

Sealed Bids will be received electronically through the Bid Express bidding service until 10:00 AM EASTERN DAYLIGHT TIME March 23,2023. Bids will be publicly announced at 10:00 AM EASTERN DAYLIGHT TIME.

NO PLANS ASSOCIATED WITH THIS PROJECT.

DBE CERTIFICATION REQUIRED - 0%

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

TABLE OF CONTENTS

PART I	SCOPE OF WORK <ul style="list-style-type: none">PROJECT(S), COMPLETION DATE(S), & LIQUIDATED DAMAGESCONTRACT NOTESFEDERAL CONTRACT NOTESASPHALT MIXTUREDGA BASECOMPACTION OPTION BSPECIAL NOTE(S) APPLICABLE TO PROJECTLIQUIDATED DAMAGESWASTE AND BORROW SITESCOORDINATION OF WORK WITH OTHER CONTRACTSASPHALT MILLING AND TEXTURINGBASE FAILURE REPAIRTYPICAL SECTION DIMENSIONSTRAFFIC CONTROL PLANDURABLE PAVEMENT EDGE DETAILSRIGHT OF WAY CERTIFICATIONUTILITY IMPACT & RAIL CERTIFICATION NOTESKPDES STORM WATER PERMIT, BMP AND ENOISKETCH MAP(S)SUMMARY SHEET(S)TYPICAL SECTION(S)DETAIL SHEET(S)
PART II	SPECIFICATIONS AND STANDARD DRAWINGS <ul style="list-style-type: none">SPECIFICATIONS REFERENCESUPPLEMENTAL SPECIFICATION[SN-11M] BARCODE LABEL ON PERMANENT SIGNS2020 STANDARD DRAWINGS THAT APPLY
PART III	EMPLOYMENT, WAGE AND RECORD REQUIREMENTS <ul style="list-style-type: none">FEDERAL-AID CONSTRUCTION CONTRACTS - FHWA 1273NONDISCRIMINATION OF EMPLOYEESEXECUTIVE BRANCH CODE OF ETHICSPROJECT WAGE RATES LOCALITY 2 / FEDERALNOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EEO LAUREL
PART IV	INSURANCE
PART V	BID ITEMS

PART I
SCOPE OF WORK

ADMINISTRATIVE DISTRICT - 11

CONTRACT ID - 234209
HSIP 5292(007)
COUNTY - LAUREL
PCN - 1106303632301
HSIP 5292(007)

KEAVY ROAD (KY 363) (MP 0.000) FROM THE INTERSECTION OF KY 363 & KY 312 EXTENDING NORTH TO THE INTERSECTION OF KY 363 & EAST KY 552 (MP 2.214), A DISTANCE OF 02.21 MILES.ASPHALT PAVEMENT & ROADWAY REHAB SYP NO. 11-09018.00.
GEOGRAPHIC COORDINATES LATITUDE 37:01:00.00 LONGITUDE 84:09:12.00
ADT 2,138

COMPLETION DATE(S):
COMPLETED BY 10/31/2023 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.

BUILD AMERICA, BUY AMERICA ACT (BABA)

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), Pub. L. No. 117-58, includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§70901-52. The Act strengthens the Buy America preference to include “construction materials.” The current temporary waiver for **“construction materials”** will expire on November 10, 2022.

The Act will apply to construction materials as outlined in the guidance issued in OMB [M-22-11](#).

Construction Materials – Includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of:

- Non-ferrous metals
- Plastic/polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

Construction Materials only applies to items, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project.

Construction Materials does not apply to tools, equipment or supplies brought to the jobsite and removed before completion.

BOYCOTT PROVISIONS

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade.

Note: The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

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

LOBBYING PROHIBITIONS

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

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

February 1, 2023

FEDERAL CONTRACT NOTES

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

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

CIVIL RIGHTS ACT OF 1964

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

NOTICE TO ALL BIDDERS

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

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

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

SECOND TIER SUBCONTRACTS

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

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

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

DBE GOAL

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

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

OBLIGATION OF CONTRACTORS

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

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

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

CERTIFICATION OF CONTRACT GOAL

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

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

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

DBE PARTICIPATION PLAN

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

The DBE Participation Plan shall include the following:

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

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

UPON AWARD AND BEFORE A WORK ORDER WILL BE ISSUED

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

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

CONSIDERATION OF GOOD FAITH EFFORTS REQUESTS

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

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

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

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

FAILURE TO MEET GOOD FAITH REQUIREMENT

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

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

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

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

SANCTIONS FOR FAILURE TO MEET DBE REQUIREMENTS OF THE PROJECT

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

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

PROMPT PAYMENT

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

CONTRACTOR REPORTING

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

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

***** IMPORTANT *****

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

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

The prime contractor should notify the KYTC Office for Civil Rights and Small Business Development seven (7) days prior to DBE contractors commencing work on the project. The contact in this office is Mr. 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)

Revised: 5/3/2022

**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.

DGA BASE

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

OPTION B

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

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

CAUTION

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

STATIONING

The contractor is advised that the planned locations of work were established from a beginning station number, which is STA 0+00.00 at the intersection of KY 363 and KY 312, and corresponds to Milepoint 0.000 along KY 363. **NOTE:** The existing mile marker signs may not correspond to the proposed work locations.

LIDAR

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

ON-SITE INSPECTION

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

RIGHT OF WAY LIMITS

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

CONTROL

Perform all work under the absolute control of the Department of Highways. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and 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 3

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:

Base Failure Repairs. Areas have been identified along the route for Base Failure Repair. The repair locations and dimensions listed on the Base Failure Repair Summary are approximate only. The Engineer will determine actual repair locations and dimensions at the time of construction. Refer to the Special Note for Base Failure Repair for more details on this item of work.

Perforated Pipe. A quantity of Perforated Pipe – 4 in, Non-perforated Pipe – 4 in, and Perforated Pipe Headwall Type 1 – 4 in, has been included in the contract for potential use in conjunction with the Base Failure Repairs and/or potential use in other areas as directed by the Engineer. The Contractor and Engineer should work together to determine any locations throughout the project requiring perforated pipe. The Engineer will make the final determination as to the quantities and placement of Perforated Pipe and associated bid items.

Roadside Regrading. Areas have been identified along the route for Roadside Regrading. The overall intent of the Roadside Regrading work operation is to improve the existing roadside by constructing a proposed width of earth shoulder and regrading the roadside fill slopes, ditch foreslopes, and/or ditch backslopes as flat as possible within the Right-of-Way (or any work areas the Department has obtained through Consent & Release), while **NOT** disturb any sensitive obstructions (i.e. fences, buildings, utilities, etc.). A variety of information is included in the proposal to communicate the proposed Roadside Regrading.

- The Special Note for Roadside Regrading provides information on:
 - The required materials and construction methods.
 - How roadside regrading is measured and paid.
- The ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS includes:
 - 11 different Figures that show the common conditions and situations that may be encountered when performing Roadside Regrading.
 - Notes that provide guidance on how to adjust the proposed shoulder and/or roadside dimensions so that Roadside Regrading work operations will remain within the Right-of-Way (or Consent & Release work area) and/or not impact a sensitive obstruction.
- The Typical Section(s) show:
 - The desired dimensions of the proposed shoulder, ditch, and/or roadside slopes.
 - **NOTE:** There may situations where the desired shoulder, ditch, and/or roadside dimensions must be modified based on existing site conditions. When situations arise where the desired roadside dimensions need to be adjusted, the Contractor and Engineer should work together to determine the final dimensions for the proposed shoulder, ditch, and/or roadside slopes. The notes within the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS provide guidance on ways to adjust the Roadside Regrading when common site conditions and constraints are encountered.
- The Roadside Regrading Summary:
 - Lists the locations where Roadside Regrading is to be performed. While the Department anticipates the limits of Roadside Regrading shown on the Roadside Regrading Summary are accurate, it is always possible the condition of the existing shoulders and existing

General Notes & Description of Work

Page 3 of 3

ditches could change between the Design phase and Construction phase of the project. Therefore, the Contractor and the Engineer are to work together to review the limits of Roadside Regrading and make alterations per Section 104.02.

- Lists estimated volumes of excavation and embankment for each Roadside Regrading location to help indicate the approximate level of effort of each Roadside Regrading location. **NOTE:** the estimated volumes of excavation and embankment are provided for informational purposes only and final payment for Roadside Regrading will be made based on the actual LF of Roadside Regrading performed.
- Indicates which Figure reference within the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS is the closest representation of each proposed Roadside Regrading location.
- Lists the Targeted Fill Slope (or Ditch Foreslope) and, if applicable, the Targeted Backslope for each Roadside Regrading location.
- Indicates if there is a need for Embankment Benching, a DGA Wedge, and Channel Lining for each Roadside Regrading location.
- If applicable, lists the estimated quantities of DGA, Asphalt Seal Coat, Asphalt Seal Aggregate, Channel Lining, and Geotextile Fabric for each Roadside Regrading location.
- Summarizes the quantities of the bid items associated with the Roadside Regrading work operation.

Installation of Proposed Curve Signing. An estimated quantity of new signing and sign post is included on the Signing Summary. The Contractor and Engineer will work with the District Traffic Section to determine the final signing layout and sign types prior to installation of the proposed signing. Refer to the Special Note for Signing and the Special Note for Signage for more details concerning the procedures for determining and staking the final layout and installation of the signing.

Removal of Existing Signs. Estimated quantities of "Remove Sign" are included within the Remove Sign Summary. This bid item is for the removal of ALL the existing horizontal alignment warning signs along the identified routes. Further, the District Traffic Engineer may determine that there are other sheet signs, in addition to the existing horizontal alignment signs, that also need to be removed. These signs will be determined during construction.

NOTE: There are some curves along the routes within this contract that have existing horizontal alignment signs that will not receive proposed horizontal alignment signs. For these curves the existing horizontal alignment signs are to be removed during the same time period as the installation of the proposed horizontal alignment signs for the route. The reason these horizontal alignment signs are being removed and NOT replaced with proposed horizontal alignment signs, is because those particular curves do not "ball bank" below the posted speed limit, and therefore, those curves do not require horizontal alignment signs. The Engineer may consult with the District Traffic Engineer and/or the HSIP staff within the Division of Traffic Operations for more information, if necessary.

Trim & Remove Trees, Stumps, and Brush. There are locations within the project where Trees, Stumps, or Brush are to be removed and/or trimmed. Locations are noted on the Tree Removal & Trimming Summary. Refer to the Special Note for Tree, Stump, and Brush Removal for more information.

Special Note for Staking

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

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

Staking
Page 2 of 2

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.

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. Obtain approval of the pre-marked layout from the Engineer and/or District Traffic Engineer prior to installing the 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.

Conduct operations in such a manner as to minimize the amount of disturbed ground during each phase of the construction and limit the haul roads to the minimum required to perform the work. Preserve existing

Erosion Control

Page 2 of 3

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

Provide for erosion control measures to be in place and functioning prior to any earth disturbance within a drainage area. Compute the volume and size of silt control devices necessary to control sediment during each phase of construction. All silt control devices shall be sized to retain a volume of 3,600 cubic feet per disturbed contributing acre. Remove sediment from silt traps before they become a maximum of ½ full. Maintain silt fence by removing accumulated trappings and/or replacing the geotextile fabric when it becomes clogged, damaged, or deteriorated, or when directed by the Engineer. Properly dispose of all materials trapped by erosion control devices at approved sites off the right of way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

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

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

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

The use of Temporary Mulch is encouraged.

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

After all construction is complete, restore all disturbed areas in accordance with Section 212. Completely remove all temporary erosion control devices not required as part of the permanent erosion control from the construction site. Prior to removal, obtain the Engineer's concurrence of items to be removed. Grade the remaining exposed earth (both on and off the Right-of-Way) as nearly as possible to its original condition, or as directed by the Engineer. Prepare the seed bed areas and sow all exposed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

Erosion Control
Page 3 of 3

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 Roadside Regrading

I. DESCRIPTION

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

(1) Maintaining and Controlling Traffic; (2) Site Preparation; (3) Roadside Regrading; (4) Constructing Embankments, Embankment Benching, and/or Excavation; (5) Erosion Control; and (6) Any other work as specified in this Contract.

II. MATERIALS

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

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Channel Lining, Class II.** When listed as a bid item, furnish Channel Lining, Class II as per Section 805.
- D. Geotextile Fabric Class 1.** When listed as a bid item, furnish Geotextile Fabric Class 1 as per Section 843.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Site Preparation.** Be responsible for all site preparation including, but not limited to: staking; clearing, grubbing, and removal of all obstructions or any other items; excavation, embankment benching, compacting embankment in place; temporary pollution and erosion control; disposal of excess, waste, and debris; and final dressing, cleanup, and seeding and protection. Perform all site preparation as approved or directed by the Engineer.
- D. Staking.** See Special Note for Staking.

Roadside Regrading
Page 2 of 5

- E. Roadside Regrading.** Perform Roadside Regrading at the approximate locations listed on the Summary Sheets and/or Plan Sheets, or at locations as directed by the Engineer. All work shall be completed as specified in the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS, the Typical Sections, the Plan Sheets, or as directed by the Engineer. Roadside Regrading shall consist of any necessary clearing, grubbing, grading, and/or reshaping of the existing shoulder, ditch, and/or roadside to achieve the proposed shoulder, ditch, and/or roadside dimensions detailed on the Typical Sections. Depending on the existing conditions encountered and to achieve the dimensions as detailed in the Typical Sections, Roadside Regrading may also include, but is not limited to: embankment benching, excavating and removing excess material, excavation of rock, providing additional earth material suitable for vegetation growth and grading, shaping, and compacting the earth material.

Provide positive drainage of ditches and slopes at all times during and upon completion of construction. When asphalt surfacing or resurfacing is included in the contract, perform all Roadside Regrading operations as is practical before beginning final surfacing operations.

- F. Embankment Benching.** Embankment Benching shall be required when the existing groundline has an incline greater than 15%. Any and all required embankment benching shall be incidental to the bid item ROADSIDE REGRADING. For more information refer to the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS.
- G. Channel Lining.** Install Class II Channel Lining along any sections of ditches, fill slopes, or ditch backslopes identified in the Proposal, or any other locations the Engineer directs for slope protection or erosion control. When Channel Lining is proposed to be installed along a steep fill slope in order to establish a width of shoulder (as shown in Figure 5 of the ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS), the Channel Lining is to be capped with Geotextile Fabric Class 1 and 4" of Crushed Stone Base. In lieu of 4" of Crushed Stone Base, 4" of DGA and a Double Asphalt Seal Coat may be specified in the Proposal. Install whichever aggregate capping material the Proposal specifies, or as directed by the Engineer.
- H. Right-of-Way Limits.** The Department has not established exact limits of the Right-of-Way. Unless a consent and release form is obtained from the adjoining property owner, limit work activities to the obvious Right-of-Way and staging areas secured by the Contractor at no additional cost to the Department. In the event that private improvements (i.e. fences, buildings, etc.) encroach upon the Right-of-Way, the contractor shall notify the Engineer and limit work activities in order to NOT disturb the improvements. If they become necessary, the Department will secure consent and releases from property owners through the Engineer. Be responsible for all encroachments onto private lands.
- I. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.

Roadside Regrading
Page 3 of 5

- J. Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
- K. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.
- L. Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.
- Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.
- M. Clean Up, Disposal of Waste.** Clean up the project area as work progresses. Dispose of all removed excess material, debris, and other waste at approved sites off the Right of Way obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.
- N. Final Dressing, Seeding and Protection.** Grade all disturbed areas to blend with the adjacent roadways features and to provide a suitable seed bed. Apply Class A Final Dressing to all disturbed

Roadside Regrading
Page 4 of 5

areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the applicable seed mixture(s) according to Section 212.03.03.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic.** See Traffic Control Plan.
- B. Erosion Control.** See Special Note for Erosion Control.
- C. Site Preparation.** Other than the bid items listed, the Department will NOT measure Site Preparation for payment, but shall be incidental to the project bid items.
- D. Staking.** See Special Note for Staking.
- E. Roadside Regrading.** The Department will measure the bid item ROADSIDE REGRADING in linear feet along the centerline of the roadway as the length of the actual Roadside Regrading work performed. Further, this measurement will only include one side of the roadway. Therefore, for areas where roadside regrading occurs on both sides of the road, the Department will measure each side independently. The Department will not measure cleaning pipe structures 36 inches or less in diameter or reshaping any deformed ends on metal entrance pipes that are to remain in place, as these operations are considered incidental to the bid item ROADSIDE REGRADING.
- F. Embankment Benching.** The Department will not measure Embankment Benching for payment. Any and all required embankment benching shall be incidental to the bid item ROADSIDE REGRADING.
- G. Channel Lining, Class II.** When listed as a bid item, Class II Channel Lining shall be measured according to Section 703.04.
- H. Geotextile Fabric, Class 1.** When listed as a bid item, Geotextile Fabric, Class 1 shall be measured according to Section 214.04.
- I. Clean Up, Disposal of Waste, Final Dressing, Seeding and Protection.** The Department will NOT measure for payment the following activities: Clean Up, Disposal of Waste, and Final Dressing. These activities shall be incidental to the project bid items. Seeding and Protection shall be measured according to Section 212.

V. BASIS OF PAYMENT

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

Roadside Regrading
Page 5 of 5

- C. Staking.** See Special Note for Staking.
- D. Roadside Regrading.** The Department will make payment for the completed and accepted quantities under the bid item ROADSIDE REGRADING. The Department will consider payment full compensation for furnishing all labor, materials, equipment, and incidentals necessary to perform Roadside Regrading as required by these notes, at the locations indicated on the summary sheets, plans, and/or as directed by the Engineer.
- E. Channel Lining, Class II.** When listed as a bid item, the Department will make payment for Class II Channel Lining according to Section 703.05.
- F. Geotextile Fabric, Class 1.** When listed as a bid item, the Department will make payment for Geotextile Fabric, Class 1 according to Section 214.05.

Special Note for Tree, Stump, and Brush Removal

I. DESCRIPTION

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

(1) Site Preparation; (2) Maintaining and controlling traffic; (3) Temporary erosion control and temporary pollution control; (4) Cutting, trimming, and/or removing trees, stumps, and/or brush as specified or directed by the Project Engineer; (5) Treating all cut stumps required by Project Engineer to prevent re-sprouting; (5) Clean up and disposal of waste; (6) Final dressing and seeding and protection; and (7) all other work specified in the Contract.

II. MATERIALS

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

- A. Maintain and Control Traffic.** The Contractor shall maintain and control traffic in accordance with the Traffic Control Plan.
- B. Seeding and Protection.** Use applicable Seed Mixture as specified per Section 212.03.03.
- C. Erosion Control.** See the Special Note for Erosion Control.

III. CONSTRUCTION METHODS

- A. Maintain and Control Traffic.** The Contractor shall maintain and control traffic in accordance with the Traffic Control Plan.
- B. Cutting, Trimming, and/or Removing Trees, Stumps, and/or Brush.** For the locations that are listed under the bid item "Trim and Remove Trees and Brush" the Contractor shall cut, trim, and/or remove trees within the clearing dimensions as shown on the Tree Trimming Detail. On this detail, the horizontal width is taken from the edge of pavement measured perpendicular to the roadway, but not to extend beyond the obvious Right-of-Way limits, or as directed by the Engineer. To achieve the tree trimming/clearing dimensions shown on the Tree Trimming Detail, the complete removal of some trees may be necessary. The Department's expectation is that if the trunk or any portion of the trunk of any tree is within the tree trimming/clearing dimensions shown on the Tree Trimming Detail, any such tree shall be cut and removed as part of this bid item. Additionally, if there are trees whose main trunk is not within the tree trimming/clearing dimensions, but more than approximately 50% of the tree's canopy will be removed due to trimming, any such tree shall be cut and removed

Tree, Stump, & Brush Removal
Page 2 of 5

as part of this bid item. Cut trees and/or bushes as close to the ground as possible; three inches (3") or less from ground line. All tree stumps within the mowing zone shall be removed via mechanical grinding, or other methods approved by the Engineer, to a minimum depth of four inches (4") below the surrounding grade line. For trees that are cut but will not be required to have their stump removed, treat the stump, within one hour of cutting, with the herbicide solution specified below. The Contractor and Engineer should work together to identify the trees and/or stumps requiring removal. The Engineer will make the final determination on the decision to remove or leave any trees and/or stumps in question.

For the trees and/or stumps that are listed for removal under the bid item "Remove Trees or Stumps" cut and remove each tree and/or stump, as indicated in the Proposal, or as directed by the Engineer.

Replace and level any and all soil disturbed during the tree, stump, and/or brush removal and/or tree trimming operations. Leave the soil in a condition suitable for seeding that is level with the surrounding soil grade, with no holes or indentions to catch water or present unsafe mowing conditions. This work will be incidental to the bid items "Remove Trees or Stumps" and/or "Trim and Remove Trees and Brush."

NOTE: Tree cutting restrictions apply. See the Special Note for Tree Removal for details on the restrictions.

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

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

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

- D. Stump Treatment.** Within one hour of cutting, the Contractor shall apply a stump treatment mix consisting of fifty percent (50%) Glyphosate (EPA Reg. No. 524-579) with water and add twelve (12) ounces of Imazapyr (EPA Reg. No. 241-431), as specified, per gallon of solution. The addition of a non-ionic surfactant 5% (v/v) shall be added to the solution to increase uptake of the herbicide solution into the root system. Generic formulations are not acceptable. Mix the herbicide solution in the presence of the Inspector. Include a color indicator in the herbicide solution to mark the treated

Tree, Stump, & Brush Removal
Page 3 of 5

stumps. Spray or paint the herbicide solution onto all cut stumps within one hour after cutting. Apply the herbicide solution in a manner to avoid drift onto surrounding vegetative ground cover. Stumps in the mowing zone, designated for mechanical grinding treatment, need not receive the herbicide treatment.

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

- a. Glyphosate**

Active ingredient: **(Glyphosate)**

*Glyphosate, N-(phosphonomethyl)glycine, in the form of its potassium salt.....48.7%

Inert ingredients51.3%

Total100.0%

* Contains 660 grams per liter or 5.5 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its potassium salt. Equivalent to 540 grams per liter or 4.5 pounds per U.S. gallon of the acid, glyphosate.

EPA Reg. No. 524-579
- b. Imazapyr**

Active ingredient: **(Imazapyr)**

*Isopropylamine salt of Imazapyr 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) 26.7%

Inert ingredients73.3%

Total100%

* Equivalent to 21.8 percent 2-[4,5-dihydro-4-methyl-4-(1methylethyl)-5oxo-1H-imidazolyl]-3-pyridinecarboxylic acid or 2 pounds acid per gallon.

EPA Reg. No. 241-431

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

- E. Property Damage.** The Contractor will be responsible for all damage to public and/or private property resulting from his/her work.
- F. Coordination with Utility Companies.** NOTICE: Utility locations shown in the plans are approximate and have not been specifically located by the Department. Locate all underground, above ground and overhead utilities prior to beginning construction. The Contractor shall have the responsibility for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Utility Owner while they relocate their facilities. The Contractor shall be responsible for repairing all utility damage that occurs as a result of his/her

Tree, Stump, & Brush Removal
Page 4 of 5

operations.

- G. Right-of-Way Limits.** The exact limits of the Right-of-Way have not been established by the Department. The Contractor shall limit his/her activities to the obvious Right-of-Way, permanent or temporary easements, and any work areas secured by consent and release of the adjacent property owners. The Contractor shall be responsible for all encroachments onto private lands.
- H. Clean Up, Disposal of Waste.** Clean up and dispose of all removed debris by the end of each workday, and other waste as per Section 204.03.08. The Department will incur no cost to obtain the disposal sites. The Department will NOT make direct payment for clean up or disposal of waste and debris from the project. See the Special Provision for Waste and Borrow Sites.
- I. Final Dressing, Seeding and Protection.** Apply final dressing, class A to all disturbed areas, both on and off the Right-of-Way. Sow all disturbed earthen areas with the appropriate Seed Mixture as specified in Section 212.03.03.
- J. Erosion Control.** See the Special Note for Erosion Control.

IV. METHOD OF MEASUREMENT

- A. Maintain and Control Traffic.** See the Traffic Control Plan.
- B. Site preparation.** Other than the bid items listed, site preparation will NOT be measured for payment, but shall be incidental to the project bid items.
- C. Remove Trees or Stumps.** The Department will measure the quantity as EACH tree and/or stump removed. Trees and/or stumps to be measured under this bid item are only those trees and/or stumps indicated on the Plans or in the Proposal, or as directed by the Engineer.
- D. Trim & Remove Trees & Brush.** The Department will measure the quantity by Linear Foot, per side of the highway. See the Tree Trimming Detail for the horizontal and vertical tree trimming/clearing dimensions.
- E. Stump Treatment.** The Department will NOT measure for payment the operation of Stump Treatment. This activity shall be incidental to the bid items "Remove Trees or Stumps" and/or "Trim & Remove Trees & Brush".
- F. Clean Up, Disposal of Waste.** The Department will NOT measure for payment the operations of Clean Up and Disposal of Waste. These activities shall be incidental to the project bid items.
- G. Final Dressing, Seeding and Protection.** The Department will NOT measure for payment the operations of Final Dressing. Seeding and Protection will be measured according to Section 212.
- H. Erosion Control.** See the Special Note for Erosion Control.

Tree, Stump, & Brush Removal
Page 5 of 5

V. BASIS OF PAYMENT

- A. Maintain and Control Traffic.** See the Traffic Control Plan.
- B. Remove Trees or Stumps.** The Department will make payment for the completed and accepted quantities of EACH tree and/or stump removed. The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete the work of removing the trees and/or stumps.
- C. Trim & Remove Trees & Brush.** The Department will make payment for the completed and accepted quantities per Linear Foot. The Department will consider payment at the contract unit price as full compensation for furnishing all materials, equipment, labor, other expenses, and all incidentals necessary to complete the work of trimming and removing the trees and brush.
- D. Erosion Control.** See the Special Note for Erosion Control.

Special Note for Signage

The final advisory speeds and some sign types will have to be determined after the curve superelevation improvements and final surfacing operations have been completed. The Contractor shall notify the Engineer and District Traffic Engineer when all of the superelevation improvements and surfacing operations have been completed. Once notified, the District Traffic Engineer will ball-bank the newly surfaced curves to determine the appropriate advisory speeds and work with the Contractor to determine the final Signing Plan. The Engineer and/or District Traffic Engineer will provide the Contractor with the final advisory speeds, any changes to proposed sign types, and the final quantities within three (3) weeks of being notified by the Contractor that final surfacing operations are complete. After the Contractor has received this information from the Engineer and/or the District Traffic Engineer, the Contractor shall then proceed to layout and stake the signing according to the Special Note for Staking, included elsewhere in this Proposal.

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

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

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

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

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

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

Special Note for Signing

I. DESCRIPTION

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

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

II. MATERIALS

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

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

B. Erosion Control. See Special Note for Erosion Control.

III. CONSTRUCTION METHODS

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

B. Site Preparation. Be responsible for all site preparation including, but not limited to: clearing and grubbing, staking, excavation, backfill, and removal of obstructions or any other material not covered by other items. Perform all site preparation only as approved or directed by the Engineer.

C. Staking. See Special Note for Staking.

D. Signs and Posts. Before beginning installation, the Contractor shall furnish to the Engineer drawings, descriptions, manufacturer's cuts, etc. describing and/or detailing all material to be used. Mill test reports for beams, steel panels, and each different gauge of aluminum or steel sheeting used must be submitted to the Division of Construction and approved prior to erection.

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

Signing
Page 2 of 8

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

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

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

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

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

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

Signing
Page 3 of 8

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

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

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

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

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

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

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

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

Signing
Page 4 of 8

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

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

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

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

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

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

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

Signing
Page 5 of 8

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

- G. Property Damage.** The Contractor shall be responsible for all damage to public and/or private property resulting from the Contractor's activities. Repair or replace damaged roadway features in like kind materials and design as directed by the Engineer at no additional cost to the Department. Repair or replace damaged private property in like kind materials and design to the satisfaction of the owner and the Engineer at no additional cost to the Department.
- H. Coordination with Utility Companies.** Locate all underground, above ground, and overhead utilities prior to beginning construction. Be responsible for contacting and maintaining liaison with all utility companies that have utilities located within the project limits. Do not disturb existing overhead or underground utilities. It is not anticipated that any utility facilities will need to be relocated and/or adjusted; however, in the event that it is discovered that the work does require that utilities be relocated and/or adjusted, the utility companies will work concurrently with the Contractor while relocating their facilities. Be responsible for repairing all utility damage that occurs due to the Contractor's operations at no additional cost to the Department. NOTIFY THE ENGINEER AND THE UTILITY OWNER(S) IMMEDIATELY WHEN IT IS DISCOVERED OR ANTICIPATED THAT ANY UTILITY CONFLICT COULD DELAY THE CONTRACTOR'S OPERATIONS. If the total delay exceeds ten working days, an extension of the specified completion date will be negotiated with the Contractor for delay to the Contractor's work; however, no extension will be granted for any delay caused by the Contractor's failure to notify the Engineer and/or the utility company as specified above when a conflict is discovered or anticipated as specified.
- I. Caution.** The information in this proposal and the type of work listed herein are approximate only and are not to be taken as an exact evaluation of the materials and conditions to be encountered during construction; the bidder must draw his/her own conclusions when developing the Unit Bid Prices for each bid item. As such, if the conditions encountered are not in accordance with the information shown, the Department does not guarantee any changes to the Unit Bid Prices nor extension of the contract will be considered. The Department will pay for bid item quantity overruns, but only if pre-approved by the Engineer.
- J. Control.** Perform all work under the absolute control of the Department. Obtain the Engineer's approval of all designs required to be furnished by the Contractor prior to incorporation into the work. The Department reserves the right to have other work performed by other contractors and its own forces, and to permit public utility companies and others to do work during the construction within the limits of, or adjacent to, the project. Conduct operations and cooperate with such other parties so that interference with such other work will be reduced to a minimum. The Department will not honor any claims for money or time extension created by the operations of such other parties.

Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the project, the Engineer will decide as to the respective rights of the various

Signing
Page 6 of 8

parties involved in order to assure the completion of the Department's work in general harmony and in a satisfactory manner, and the Engineer's decision shall be final and binding upon the Contractor.

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

IV. METHOD OF MEASUREMENT

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

Signing
Page 7 of 8

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

V. BASIS OF PAYMENT

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

Signing
Page 8 of 8

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

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

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

Special Note for Completion Date & Liquidated Damages

I. COMPLETION DATE

The ultimate fixed completion date for this project will be October 31, 2023. Liquidated Damages for failure to complete the project on time will be assessed following Section 108.09.

II. LIQUIDATED DAMAGES

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

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

Trees and/or bushes that are 5 inches or greater (diameter at breast height) shall not be cut or trimmed between June 1st and July 31st. Any trees and/or bushes that are cut or trimmed between June 1st and July 31st will **NOT** receive payment at the contract unit price. Furthermore, failure to adhere to these restrictions shall result in Liquidated Damages in the amount of **\$392** per affected tree. Activities that are a part of this contract that do not involve the initial trimming and/or cutting of trees and/or bushes will be permitted under the ultimate fixed completion date.

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

All liquidated damages will be applied accumulatively.

All other applicable portions of Section 108 apply.

SPECIAL PROVISION FOR WASTE AND BORROW SITES

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

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

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 BASE FAILURE REPAIR

Repair locations listed on the summary are approximate only. The Engineer will determine actual repair locations and dimensions at the time of construction. Prior to milling and/or resurfacing, saw cut the existing pavement, asphalt surface, base, DGA, and PCC pavement (if present). Excavate to an approximate depth of 21 inches below the existing pavement surface level. Use all possible care to avoid damaging existing culvert pipes and any existing underground utilities. Repair or restore any damaged items at no additional cost to the Department. Waste all removed materials off the Right of Way at sites obtained by the Contractor at no additional cost to the Department. See the Special Provision for Waste and Borrow Sites.

On the same day trench is excavated, backfill the excavated area with 12 inches of Crushed Limestone Size No. 23, wrapped on the bottom and sides in Class 2 Geotextile Fabric, and 9 inches of Class 2 Asphalt Base 1.50D PG64-22, in 4.5inch maximum courses, up to the existing pavement surface. Compact the asphalt base to the proper compaction as required by Section 403. Seal the asphalt base with leveling and wedging. Perform all base failure repairs in such a manner that removal and replacement are completed on the same day. Do this work as one of the Contractor's first operations in order to allow further compaction by traffic. Do not mill or place new asphalt surface over repaired base failure areas until a minimum of 14 calendar days have elapsed after placement of the final course of asphalt base. After the 14 calendar day waiting period, and/or when the Engineer determines the base failure repair areas have sufficiently stabilized, begin milling and/or resurfacing operations. Prior to milling and/or constructing the new asphalt surface, level and wedge any settlement of the repair areas.

The bidder must draw his or her own conclusions as to the conditions to be encountered. The Department does not give any guarantee as to the accuracy of the data and no claim will be considered for additional compensation of the materials encountered that are not in accord with the classification shown.

Accept payment at the Contract unit prices per ton for Crushed Limestone, Asphalt Base, and Leveling and Wedging as full compensation for all labor, materials, equipment, and incidentals for saw cutting pavement and excavating and disposing of all materials; furnishing and placing crushed limestone stone wrapped in geotextile fabric; furnishing and placing asphalt base up to the existing pavement boundary; leveling and wedging until the repair areas stabilize; and all other items necessary to complete the work according to these notes to the satisfaction of the Engineer. The Department will not measure pavement removal, excavation, and geotextile fabric, but shall be incidental to Crushed Limestone and Asphalt Base as applicable.

SPECIAL NOTE FOR TYPICAL SECTION DIMENSIONS

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

1-3725 Typical Section Dimensions
01/02/2012

TRAFFIC CONTROL PLAN
LAUREL COUNTY
KY 363
ITEM NO. 11-9018.00

TRAFFIC CONTROL GENERAL

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

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

PROJECT PHASING & CONSTRUCTION PROCEDURES

The KY 363 improvements begin at KY 312 in Keavy, KY; the approximate length of the project is 2.214 miles. The proposed improvements include the following:

- Roadway side slope and ditch reconstruction and maintenance
- Base failure pavement repair and pavement repair
- Pipe cleaning
- Removal and replacement of existing signs and placement of new signs and delineators

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

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

Easter Weekend	Friday, April 7, 2023 – Sunday, April 9, 2023
Memorial Day Weekend	Friday, May 26, 2023 – Monday, May 29, 2023
Independence Day Weekend	Saturday, July 1, 2023 – Tuesday, July 4, 2023
Labor Day Weekend	Friday, September 1, 2023 – Monday, September 4, 2023
Thanksgiving Weekend	Thursday, November 23, 2023 – Sunday, November 26, 2023

At the discretion of the Engineer, additional days and hours may be specified when lane closures will not be allowed.

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

Traffic Control Plan
Page 2 of 9

LANE CLOSURES

Long term lane closures shall not be allowed; therefore, lane closures will not be measured for payment. Do not leave lane closures in place during non-working hours and prohibited periods

TEMPORARY SIGNS

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

CHANGEABLE MESSAGE SIGNS

Provide changeable message signs in advance of and within the project at locations determined by the Engineer. If work is in progress concurrently in both directions or if more than one lane closure is in place in the same direction of travel, provide additional changeable message signs as directed by the Engineer. Place changeable message signs approximately one mile in advance of the anticipated queue at each lane closure. As the actual queue lengthens and/or shortens, relocate or provide additional changeable message signs so that traffic has warning of slowed or stopped traffic at least one mile but not more than two miles before reaching the end of the actual queue. The Engineer may vary the designated locations as the work progresses. The Engineer will determine the messages to be displayed. In the event of damage or mechanical/electrical failure, repair or replace the Changeable Message Sign. If the damage or mechanical/electrical failure is identified during active work operations, repair or replace the Changeable Message Sign within 6 hours. If the damage or mechanical/electrical failure is identified when there are no active work operations on the project, repair or replace the Changeable Message Sign within 12 hours. The Department will measure for payment the maximum number of Changeable Message Signs in concurrent use at the same time on a single day on all sections of the contract. The Department will measure individual Changeable Message Signs only once for payment, regardless of how many times they are set, reset, removed, and/or relocated during the duration of the project. The Department will not measure for payment any replacements for damaged Changeable Message Signs or any changeable message signs the Engineer directs to be replaced due to poor condition or readability. Retain possession of the Changeable Message Signs upon completion of the work.

BARRICADES

The Department will not measure barricades used in lieu of barrels and cones for channelization or delineation but shall be incidental to Maintain and Control Traffic according to Section 112.04.01.

Traffic Control Plan
Page 3 of 9

TEMPORARY ENTRANCES

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

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

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

PAVEMENT MARKINGS

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

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

PAVEMENT EDGE DROP-OFFS

Do not allow a pavement edge between opposing directions of traffic or lanes that traffic is expected to cross in a lane change situation with an elevation difference greater than 1½". Place Warning signs (MUTCD W8-11 or W8-9A) in advance of and at 1500' intervals throughout the drop-off area. Dual post the signs on both sides of the traveled way. Wedge all transverse transitions between resurfaced and un-resurfaced areas which traffic may cross with asphalt mixture for leveling and wedging. Remove the wedges prior to placement of the final surface course.

Protect pavement edges that traffic is not expected to cross, except accidentally, as follows:

Less than 2" - No protection required.

2" to 4" - Place plastic drums, vertical panels, or barricades every 50 feet. During daylight working hours only, the Engineer will allow the Contractor to use cones in lieu of plastic drums,

Traffic Control Plan
Page 4 of 9

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

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

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

USE AND PLACEMENT OF CHANGEABLE MESSAGE SIGNS

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

Application

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

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

CMS should not be used for:

- Replacement of static signs (e.g. ROAD WORK AHEAD), regulatory signage (e.g. speed limits), pavement markings, standard traffic control devices, conventional warning or guide signs.

Traffic Control Plan
Page 5 of 9

- Replacement of lighted arrow board
- Advertising (Don't advertise the event unless clarifying "action" to be taken by driver – e.g. Speedway traffic next exit)
- Generic messages
- Test messages (portable signs only)
- Describe recurrent congestion (e.g. rush hour)
- Public service announcements (not traffic related)

Messages

Basic principles that are important to providing proper messages and ensuring the proper operation of a CMS are:

- Visible for at least ½ mile under ideal daytime and nighttime conditions
- Legible from all lanes a minimum of 650 feet
- Entire message readable twice while traveling at the posted speed
- No more than two message panels should be used (three panels may be used on roadways where vehicles are traveling less than 45 mph). A panel is the message that fits on the face of the sign without flipping or scrolling.
- Each panel should convey a single thought; short and concise
- Do not use two unrelated panels on a sign
- Do not use the sign for two unrelated messages
- Should not scroll text horizontally or vertically
- Should not contain both the words left and right
- Use standardized abbreviations and messages
- Should be accurate and timely
- Avoid filler/unnecessary words and periods (hazardous, a, an, the)
- Avoid use of speed limits
- Use words (not numbers) for dates

Placement

Placement of the CMS is important to ensure that the sign is visible to the driver and provides ample time to take any necessary action. Some of the following principles may only be applicable to controlled access roadways. The basic principles of placement for a CMS are:

- When 2 signs are needed, place on same side of roadway and at least 1,000 feet apart
- Place behind semi-rigid/rigid protection (guardrail, barrier) or outside of the clear zone
- Place 1,000 feet in advance of work zone; at least one mile ahead of decision point
- Normally place on right side of roadway; but should be placed closest to the affected lane so that either side is acceptable
- Signs should not be dual mounted (one on each side of roadway facing same direction)
- Point trailer hitch downstream
- Secure to immovable object to prevent theft (if necessary)
- Do not place in sags or just beyond crest

Traffic Control Plan
Page 6 of 9

- Check for reflection of sun to prevent the blinding of motorist
- Should be turned ~3 degrees outward from perpendicular to the edge of pavement
- Bottom of sign should be 7 feet above the elevation of edge of roadway
- Should be removed when not in use

Traffic Control Plan
Page 7 of 9

Standard Abbreviations

The following is a list of standard abbreviations to be used on CMS:

<u>Word</u>	<u>Abbrev</u>	<u>Example</u>
Access	ACCS	CRASH AHEAD/ USE ACCS RD NEXT RIGHT
Alternate	ALT	CRASH AHEAD/ USE ALT RTE NEXT RIGHT
Avenue	AVE	FIFTH AVE CLOSED/ DETOUR NEXT LEFT
Blocked	BLKD	FIFTH AVE BLKD/ MERGE LEFT
Boulevard	BLVD	MAIN BLVD CLOSED/ USE ALT RTE
Bridge	BRDG	SMITH BRDG CLOSED/ USE ALT RTE
Cardinal Directions	N, S, E, W	N I75 CLOSED/ DETOUR EXIT 30
Center	CNTR	CNTR LANE CLOSED/ MERGE LEFT
Commercial	COMM	OVRSZ COMM VEH/ USE I275
Condition	COND	ICY COND POSSIBLE
Congested	CONG	HVY CONG NEXT 3 MI
Construction	CONST	CONST WORK AHEAD/ EXPECT DELAYS
Downtown	DWNTN	DWNTN TRAF USE EX 40
Eastbound	E-BND	E-BND I64 CLOSED/ DETOUR EXIT 20
Emergency	EMER	EMER VEH AHEAD/ PREPARE TO STOP
Entrance, Enter	EX, EXT	DWNTN TRAF USE EX 40
Expressway	EXPWY	WTRSN EXPWY CLOSED/ DETOUR EXIT 10
Freeway	FRWY, FWY	GN SYNDR FWY CLOSED/ DETOUR EXIT 15
Hazardous Materials	HAZMAT	HAZMAT IN ROADWAY/ ALL TRAF EXIT 25
Highway	HWY	CRASH ON AA HWY/ EXPECT DELAYS
Hour	HR	CRASH ON AA HWY/ 2 HR DELAY
Information	INFO	TRAF INFO TUNE TO 1240 AM
Interstate	I	E-BND I64 CLOSED/ DETOUR EXIT 20
Lane	LN	LN CLOSED MERGE LEFT
Left	LFT	LANE CLOSED MERGE LFT
Local	LOC	LOC TRAF USE ALT RTE
Maintenance	MAINT	MAINT WRK ON BRDG/ SLOW
Major	MAJ	MAJ DELAYS I75/ USE ALT RTE
Mile	MI	CRASH 3 MI AHEAD/ USE ALT RTE
Minor	MNR	CRASH 3 MI MNR DELAY
Minutes	MIN	CRASH 3 MI/ 30 MIN DELAY
Northbound	N-BND	N-BND I75 CLOSED/ DETOUR EXIT 50
Oversized	OVRSZ	OVRSZ COMM VEH/ USE I275 NEXT RIGHT
Parking	PKING	EVENT PKING NEXT RGT
Parkway	PKWY	CUM PKWAY TRAF/ DETOUR EXIT 60
Prepare	PREP	CRASH 3 MI/ PREP TO STOP
Right	RGT	EVENT PKING NEXT RGT
Road	RD	HAZMAT IN RD/ ALL TRAF EXIT 25
Roadwork	RDWK	RDWK NEXT 4 MI/ POSSIBLE DELAYS
Route	RTE	MAJ DELAYS I75/ USE ALT RTE
Shoulder	SHLDR	SHLDR CLOSED NEXT 5 MI
Slippery	SLIP	SLIP COND POSSIBLE/ SLOW SPD
Southbound	S-BND	S-BND I75 CLOSED/ DETOUR EXIT 50
Speed	SPD	SLIP COND POSSIBLE/ SLOW SPD

Standard Abbreviations (cont.)

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

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

<u>Abbrev</u>	<u>Intended Word</u>	<u>Word Erroneously Given</u>
ACC	Accident	Access (Road)
CLRS	Clears	Colors
DLY	Delay	Daily
FDR	Feeder	Federal
L	Left	Lane (merge)
LOC	Local	Location
LT	Light (traffic)	Left
PARK	Parking	Park
POLL	Pollution (index)	Poll
RED	Reduce	Red
STAD	Stadium	Standard
TEMP	Temporary	Temperature
WRNG	Warning	Wrong

Typical Messages

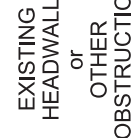
The following is a list of typical messages used on CMS. The list consists of the reason or problem that you want the driver to be aware of and the action that you want the driver to take.

<u>Reason/Problem</u>	<u>Action</u>
CRASH AHEAD	ALL TRAFFIC EXIT RT
CRASH/XX MILES	AVOID DELAY USE XX
XX ROAD CLOSED	CONSIDER ALT ROUTE
XX EXIT CLOSED	DETOUR
BRIDGE CLOSED	DETOUR XX MILES
BRIDGE/(SLIPPERY, ICE, ETC.)	DO NOT PASS
CENTER/LANE/CLOSED	EXPECT DELAYS
DELAY(S), MAJOR/DELAYS	FOLLOW ALT ROUTE
DEBRIS AHEAD	KEEP LEFT
DENSE FOG	KEEP RIGHT
DISABLED/VEHICLE	MERGE XX MILES
EMER/VEHICLES/ONLY	MERGE LEFT
EVENT PARKING	MERGE RIGHT
EXIT XX CLOSED	ONE-WAY TRAFFIC
FLAGGER XX MILES	PASS TO LEFT

Traffic Control Plan
Page 9 of 9

Typical Messages (cont.)

Reason/Problem	Action
FOG XX MILES	PASS TO RIGHT
FREEWAY CLOSED	PREPARE TO STOP
FRESH OIL	REDUCE SPEED
HAZMAT SPILL	SLOW
ICE	SLOW DOWN
INCIDENT AHEAD	STAY IN LANE
LANES (NARROW, SHIFT, MERGE, ETC.)	STOP AHEAD
LEFT LANE CLOSED	STOP XX MILES
LEFT LANE NARROWS	TUNE RADIO 1610 AM
LEFT 2 LANES CLOSED	USE NN ROAD
LEFT SHOULDER CLOSED	USE CENTER LANE
LOOSE GRAVEL	USE DETOUR ROUTE
MEDIAN WORK XX MILES	USE LEFT TURN LANE
MOVING WORK ZONE, WORKERS IN ROADWAY	USE NEXT EXIT
NEXT EXIT CLOSED	USE RIGHT LANE
NO OVERSIZED LOADS	WATCH FOR FLAGGER
NO PASSING	
NO SHOULDER	
ONE LANE BRIDGE	
PEOPLE CROSSING	
RAMP CLOSED	
RAMP (SLIPPERY, ICE, ETC.)	
RIGHT LANE CLOSED	
RIGHT LANE NARROWS	
RIGHT SHOULDER CLOSED	
ROAD CLOSED	
ROAD CLOSED XX MILES	
ROAD (SLIPPERY, ICE, ETC.)	
ROAD WORK	
ROAD WORK (OR CONSTRUCTION) (TONIGHT, TODAY, TOMORROW, DATE)	
ROAD WORK XX MILES	
SHOULDER (SLIPPERY, ICE, SOFT, BLOCKED, ETC.)	
NEW SIGNAL XX MILES	
SLOW 1 (OR 2) - WAY TRAFFIC	
SOFT SHOULDER	
STALLED VEHICLES AHEAD	
TRAFFIC BACKUP	
TRAFFIC SLOWS	
TRUCK CROSSING	
TRUCKS ENTERING	
TOW TRUCK AHEAD	
UNEVEN LANES	
WATER ON ROAD	
WET PAINT	
WORK ZONE XX MILES	
WORKERS AHEAD	



EXISTING
FILL SLOPE or
DITCH FORESLOPE

EXISTING
FILL SLOPE or
DITCH FORESLOPE

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

DURABLE PAVEMENT EDGE DETAILS

KENTUCKY TRANSPORTATION CABINET
Department of Highways
DIVISION OF RIGHT OF WAY & UTILITIESTC 62-226
Rev. 01/2016
Page 1 of 1

RIGHT OF WAY CERTIFICATION

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Re-Certification	RIGHT OF WAY CERTIFICATION	
ITEM #	COUNTY	PROJECT # (STATE)	PROJECT # (FEDERAL)
11-9018.00	Laurel	FD52 063 0363 000-003	HSIP 5292(007)
PROJECT DESCRIPTION			
Perform Low Cost Safety Improvements on KY 363 from MP 0.000 to MP 2.214			
<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 (Text is limited. Use additional sheet if necessary.)			
LPA RW Project Manager		Right of Way Supervisor	
Printed Name		Printed Name	
Signature		Signature	Digitally signed by Greg Combs Date: 2022.11.30 08:29:11 -05'00'
Date		Date	
Right of Way Director		FHWA	
Printed Name	2022.12.01	Printed Name	
Signature		Signature	No Signature Required as per FHWA-KYTC Current Stewardship Agreement
Date	13:28:38	Date	

-05'00'

UTILITIES AND RAIL CERTIFICATION NOTE

Laurel County - HSIP 5292007
12F0 C35 D625 FD52 1550 C063 E143
Safety Improvements on KY 363 from MP 0.000 – MP 2.214
Item No. 11-9018.00

GENERAL PROJECT NOTES ON UTILITIES

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

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

The contractor will be responsible for contacting all utility facility owners on the subject project to coordinate his/her activities. The contractor will coordinate his/her activities to minimize and, where possible, avoid conflicts with utility facilities. Due to the nature of the work proposed, it is unlikely to conflict with the existing utilities beyond minor facility adjustments. Where conflicts with utility facilities are unavoidable, the contractor will coordinate any necessary relocation work with the facility owner and Resident Engineer. The Kentucky Transportation Cabinet maintains the right to remove or alter portions of this contract if a utility conflict occurs. The utility facilities as noted in the previous section(s) have been determined using data garnered by varied means and with varying degrees of accuracy: from the facility owners, a result of S.U.E., field inspections, and/or reviews of record drawings. The facilities defined may not be inclusive of all utilities in the project scope and are not Level A quality, unless specified as such. It is the contractor’s responsibility to verify all utilities and their respective locations before excavating.

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.

UTILITIES AND RAIL CERTIFICATION NOTE

Laurel County - HSIP 5292007
12F0 C35 D625 FD52 1550 C063 E143
Safety Improvements on KY 363 from MP 0.000 – MP 2.214
Item No. 11-9018.00

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

Water

- An 8” PVC waterline runs along the south side of KY 363 from KY 312 to Locust Grove Cemetery Road.
- An 8” PVC waterline runs along the north side of KY 363 from Locust Grove Cemetery Road to just 300’ east Locust Grove Road.
- An 8” PVC waterline runs along the south side of KY 363 from just 300’ east of Locust Grove Road to just 700’ east of Corn Cemetery Road.
- An 8” PVC waterline runs along the north side of KY 363 from just 700’ east of Corn Cemetery Road to KY 554.

Gas

- A 4" plastic gas line runs along the north side of KY 363 until it crosses to the south side just before Locust Grove Cemetery Road on the inside of curve and then crosses back to the north side of KY 363 beyond that point.

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

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

None

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

None

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

None

RAIL COMPANIES HAVE FACILITIES IN CONJUNCTION WITH THIS PROJECT AS NOTED

☒ No Rail Involvement ☐ Rail Involved ☐ Rail Adjacent

UTILITIES AND RAIL CERTIFICATION NOTE

Laurel County - HSIP 5292007
12F0 C35 D625 FD52 1550 C063 E143
Safety Improvements on KY 363 from MP 0.000 – MP 2.214
Item No. 11-9018.00

AREA UTILITIES CONTACT LIST

<u>Utility Company/Agency</u>	<u>Contact Name</u>	<u>Contact Information</u>
1. West Laurel Water Assoc., Inc.	Jay Williams (jaywilliams@woodcreekwater.org)	(606) 878-9420
2. Delta Natural Gas Co. Inc.	James Neace (jneace@DeltaGas.com)	(606) 521-6193
3. Windstream	Bryan Reed (bryan.reed@windstrem.com)	(606) 309-8438
4. Jackson Energy	Brent Bingham (brentbingham@jacksonenergy.com)	(606) 364-9227
5. Wood Creek Water District	Jay Williams (jaywilliams@woodcreekwater.org)	(606) 878-9420
6. AT&T	Odell Keene (ok3929@att.com)	(606) 304-2410

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 **11-9018**



Kentucky Transportation Cabinet

Highway District **11**

And

_____ (2), Construction

Kentucky Pollutant Discharge Elimination System

Permit KYR10

Best Management Practices (BMP) plan

Groundwater protection plan

For Highway Construction Activities

For

Highway Safety Improvement Project on **KY 363 in
Laurel County**

Project: CID **11-9018**

KYTC BMP Plan for Project CID **11-9018**

Project information

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

1. Owner – Kentucky Transportation Cabinet, District **11**

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 363**

6. Latitude/Longitude (project mid-point): **37° 01' 00"**, **-84° 09' 12."**

7. County (project mid-point): **Laurel**

8. Project start date (date work will begin): (2)

9. Projected completion date: (2)

KYTC BMP Plan for Project CID **11-9018**

A. Site description:

1. Nature of Construction Activity (from letting project description): **Grade & Drain with Asphalt Surface**
2. Order of major soil disturbing activities: **(2) and (3)**
3. Projected volume of material to be moved: **5,480 LF Roadside Regrading**
4. Estimate of total project area (acres): **13.7 acres**
5. Estimate of area to be disturbed (acres): **1.9 acres**
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: **(1) & (2)**
8. Data describing existing discharge water quality (if any): **(1) & (2)**
9. Receiving water name: **Adams Branch, Craig 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 **11-9018**

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 **11-9018**

- 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. Probably changes include:
 - Silt Trap Type A, Brush and/or other barriers, Temporary Mulch, and any other BMP which had to be removed for final grading to take place.
 - Additional Silt Traps Type B and Type C to be placed as final drainage patterns are put in place.
 - Additional Channel Lining and/or Erosion Control Blanket.
 - Temporary Mulch for areas where Permanent Seeding and Protection cannot be done within 21 days.
 - Special BMP's such as Karst Policy
- Finish Work (Paving, Seeding, Protect, etc.) – A final BMP Plan will result from modifications during this phase of construction. Probable changes include:
 - Removal of Silt Traps Type B from ditches and drainways if they are protected with other BMP's which are sufficient to control erosion, i.e. Erosion Control Blanket or Permanent Seeding and Protection on moderate grades.
 - Permanent Seeding and Protection

KYTC BMP Plan for Project CID **11-9018**

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

C. Other Control Measures

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

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

3. Hazardous Waste

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

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.

KYTC BMP Plan for Project CID **11-9018**

➤ **Good Housekeeping:**

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

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

➤ **Hazardous Products:**

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

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

The following product-specific practices will be followed onsite:

➤ **Petroleum Products:**

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

KYTC BMP Plan for Project CID **11-9018**

products in 55 gallon or larger containers with a total combined storage capacity of 1,320 gallons. This is a requirement of 40 CFR 112.

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

➤ **Fertilizers:**

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

➤ **Paints:**

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

➤ **Concrete Truck Washout:**

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

➤ **Spill Control Practices**

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

- Manufacturers' recommended methods for spill cleanup will be clearly posted. All personnel will be made aware of procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in the material storage area. Equipment and materials will include as appropriate, brooms, dust pans, mops, rags, gloves, oil absorbents, sand, sawdust, and plastic and metal trash containers.
- All spills will be cleaned up immediately after discovery.

KYTC BMP Plan for Project CID 11-9018

- The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- Spills of toxic or hazardous material will be reported to the appropriate state/local agency as required by KRS 224 and applicable federal law.
- The spill prevention plan will be adjusted as needed to prevent spills from reoccurring and improve spill response and cleanup.
- Spills of products will be cleaned up promptly. Wastes from spill 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. *There are no other local (MS4) requirements that are expected to be necessary for this project.*

E. Maintenance

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

KYTC BMP Plan for Project CID **11-9018**

F. Inspections

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

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

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.

KYTC BMP Plan for Project CID 11-9018

- Pavement wash waters (where no spills or leaks of toxic or hazardous materials have occurred).
- Uncontaminated groundwater and rain water (from dewatering during excavation).

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

H. Groundwater Protection Plan (3)

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

- Contractors statement: (3)

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

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

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

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

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

_____ 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

KYTC BMP Plan for Project CID 11-9018

_____ There are no activities for this project as listed in 401 KAR 5:037 Section 2 that require the preparation and implementation of a groundwater protection plan.

The contractor is responsible for the preparation of a plan that addresses the 401 KAR 5:037 Section 3. (3) Elements of site specific groundwater protection plan:

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

KYTC BMP Plan for Project CID 11-9018

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 11-9018

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.

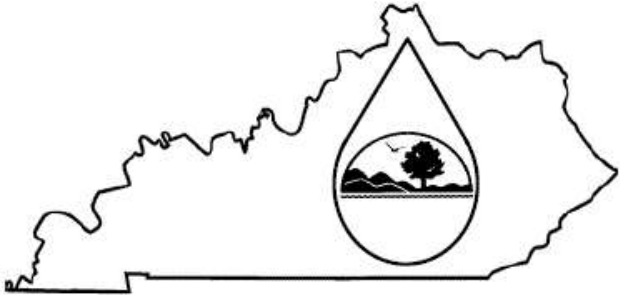
Signed _____title_____, _____
Typed or printed name¹signature

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.

Item No.: 11-9018
Laurel County
Highway Safety Improvement Project along KY 363
from MP 0.000 – 2.214

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

eForm Submittal ID: 321545



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

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

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

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

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

Reason for Submittal:(*)		Agency Interest ID:		Permit Number:(✓)	
Application for New Permit Coverage		Agency Interest ID		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:(✓)		First Name:(✓)		M.I.:	Last Name:(✓)
Kentucky Transportation Cabinet - District 1		Chris		J	Jones
Mailing Address:(*)		City:(*)		State:(*)	
603 Railroad Ave.		Manchester		Kentucky	
eMail Address:(*)		Business Phone:(*)		Zip:(*)	
				40962	
				Alternate Phone:	

chrisj.jones@ky.gov		606-598-2145		Phone	
SECTION II -- GENERAL SITE LOCATION INFORMATION					
Project Name:(*) 11-9018: KY-363 Roadway Departure Corridor		Status of Owner/Operator(*) State Government		SIC Code(*) 1611 Highway and	
Company Name:(✓) Kentucky Transportation Cabinet - District		First Name:(✓) Chris		M.I.: J	Last Name:(✓) Jones
Site Physical Address:(*) KY-363, Mile Points 0.000-2.214					
City:(*) Keavy		State:(*) Kentucky		Zip:(*) 40737	
County:(*) Laurel	Latitude(decimal degrees)(*)DMS to DD Converter (https://www.fcc.gov/media/radio/dms-decimal) 37.016695		Longitude(decimal degrees)(*) -84.153461		
SECTION III -- SPECIFIC SITE ACTIVITY INFORMATION					
Section III requires part A or part B to be completed.					
Project Description:(*) Highway safety improvements in order to reduce roadway departures.					
a. For single projects provide the following information					
Total Number of Acres in Project:(✓) 13.7		Total Number of Acres Disturbed:(✓) 1.9			
Anticipated Start Date:(✓) 2/27/2023		Anticipated Completion Date:(✓) 2/27/2024			
b. For common plans of development provide the following information					
Total Number of Acres in Project:(✓) # Acre(s)		Total Number of Acres Disturbed:(✓) # Acre(s)			
Number of individual lots in development, if applicable: (✓) # lot(s)		Number of lots in development:(✓) # lot(s)			
Total acreage of lots intended to be developed:(✓)		Number of acres intended to be disturbed at any one time:(✓)			

<div>Project Acres</div>	<div>Disturbed Acres</div>
<div>Anticipated Start Date:(✓)</div> <div></div>	<div>Anticipated Completion Date:(✓)</div> <div></div>
<div>List Building Contractor(s) at the time of Application:(*)</div> <div><div>Company Name</div></div>	

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

Complete the following table if the permitted site discharges to a water body. Please note that if you enter a row in the below table, all columns are required to be filled out.

Unnamed Tributary?: Does discharge enter an unnamed tributary prior to entering a named receiving water?

Latitude in decimal degrees: Format must be between 36.490000 and 39.150000, with a minimum of 5 decimal points of accuracy.

Longitude in decimal degrees: Format must be between -89.580000 and -81.960000, with a minimum of 5 decimal points of accuracy.

Receiving Water Name: Receiving water name must be from the following list of possible receiving waters.(click here for a list (Controls/ReceivingStream.htm)). If the discharge flows into an unnamed tributary, please enter the first “named” receiving water for which the unnamed tributary(ies) eventually flows into.

Discharge Point(s):			
Unnamed Tributary?	Latitude	Longitude	Receiving Water Name
Yes	37.023683	-84.140739	Adams Branch
Yes	37.023658	-84.143453	Adams Branch
Yes	37.023725	-84.144228	Sutton Branch
Yes	37.023514	-84.144647	Adams Branch
Yes	37.023461	-84.146768	Sutton Branch
Yes	37.019686	-84.148978	Sutton Branch
Yes	37.016764	-84.152028	Adams Branch
Yes	37.015919	-84.155858	Adams Branch
Yes	37.016078	-84.156078	Craig Creek
Yes	37.011319	-84.157842	Adams Branch
Yes	37.009722	-84.158514	Adams Branch
Yes	37.007942	-84.160231	Adams Branch

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

List all MS4 Discharge Points

Latitude in decimal degrees. Format must be between 36.490000 and 39.150000, with a minimum of 5 decimal points of accuracy.

Longitude in decimal degrees. Format must be between -89.580000 and -81.960000, with a minimum of 5 decimal points of accuracy.

Name of MS4:

Date of application/notification to the MS4 for construction site permit coverage: <div>Date</div>		Discharge Point(s):(*) <div>Latitude</div> <div>Longitude</div>	
---	--	--	--

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?:(*)	<div>No</div>
If Yes, describe scope of activity: (✓)	<div>describe scope of activity</div>
Is a Clean Water Act 404 permit required?:(*)	<div>No</div>
Is a Clean Water Act 401 Water Quality Certification required?:(*)	<div>No</div>

SECTION VII -- NOI PREPARER INFORMATION

First Name:(*) <div>Joshua</div>	M.I.: <div>J</div>	Last Name:(*) <div>Higgins</div>	Company Name:(*) <div>Kentucky Transportation Cabinet - District</div>	
Mailing Address:(*) <div>603 Railroad Ave.</div>		City:(*) <div>Manchester</div>	State:(*) <div>Kentucky</div>	Zip:(*) <div>40962</div>
eMail Address:(*) <div>joshuaj.higgins@ky.gov</div>		Business Phone:(*) <div>606-598-2145</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:(*)

Chris J. Jone

Title:(*)

Chief District Engineer

First Name:(*)

Chris

M.I.:

J

Last Name:(*)

Jones

eMail Address:(*)

chrisj.jones@ky.gov

Business Phone:(*)

606-598-2145

Alternate Phone:

Phone

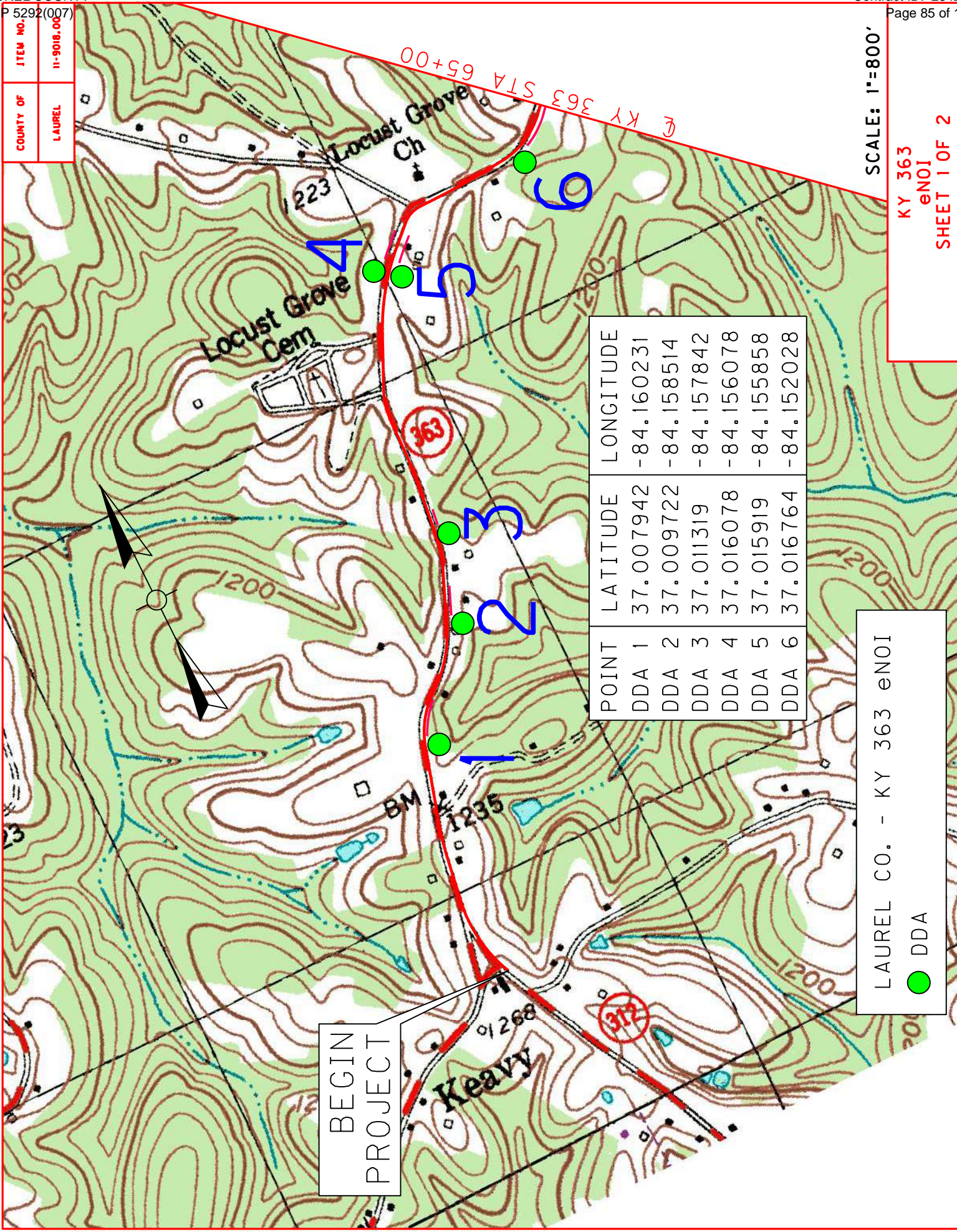
Signature Date:
(*)

10/18/2022

Click to Save Values for Future Retrieval

Click to Submit to EEC

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



POINT	LATITUDE	LONGITUDE
DDA 1	37.007942	-84.160231
DDA 2	37.009722	-84.158514
DDA 3	37.011319	-84.157842
DDA 4	37.016078	-84.156078
DDA 5	37.015919	-84.155858
DDA 6	37.016764	-84.152028

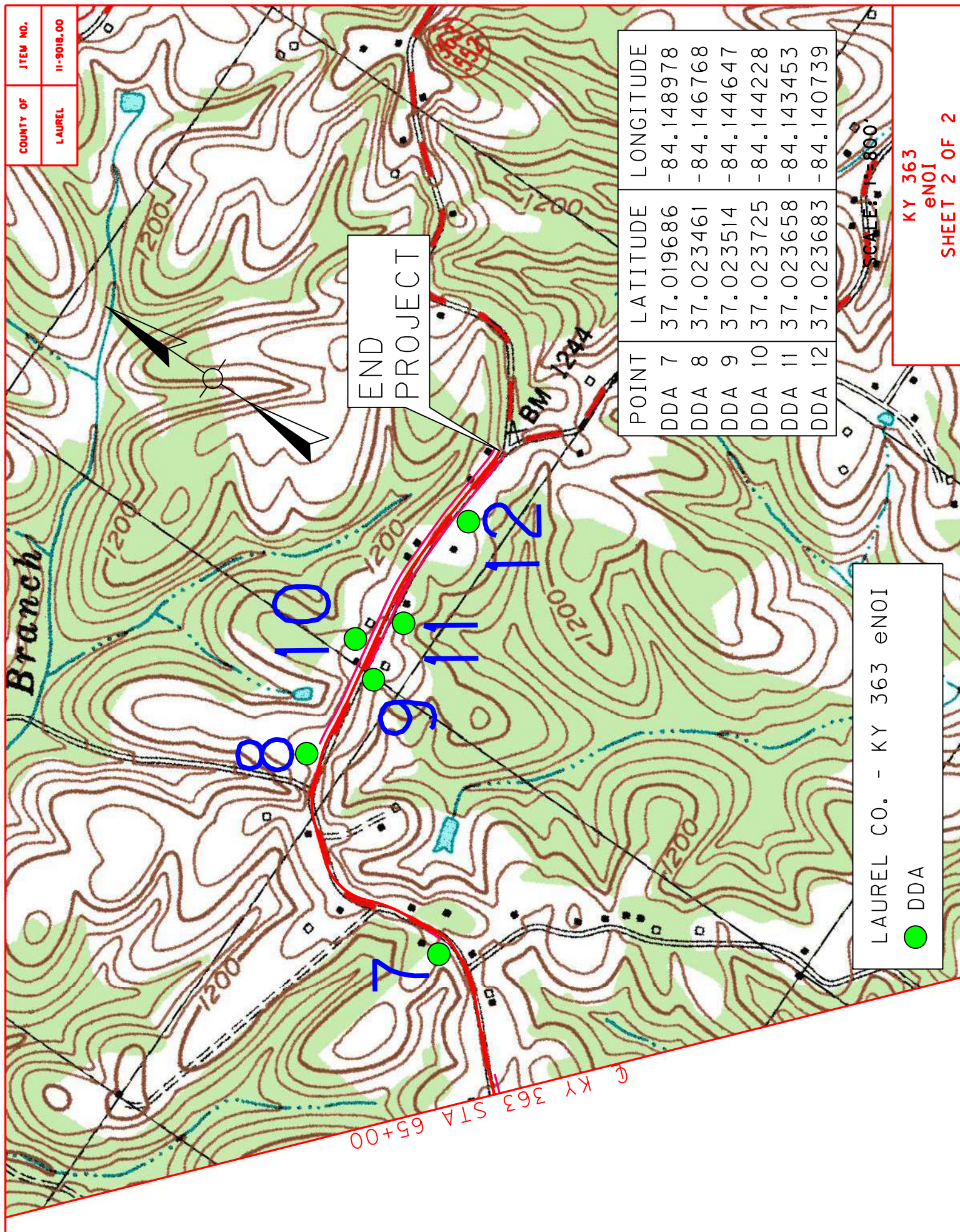
LAUREL CO. - KY 363 eNOI

DDA

SCALE: 1"=800'

KY 363
eNOI
SHEET 1 OF 2

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



LAUREL CO. - KY 363 eNOI

DDA

KY 363
eNOI

SHEET 2 OF 2

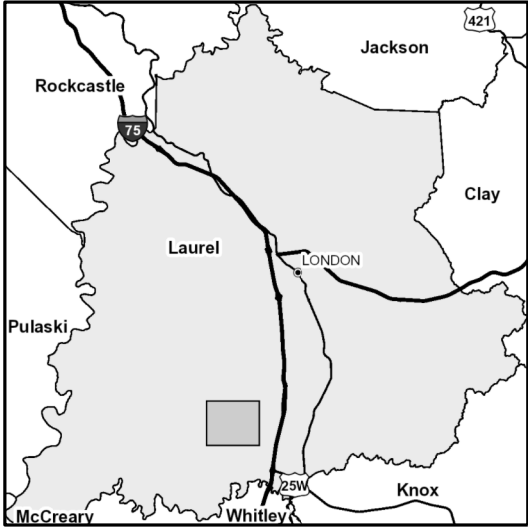
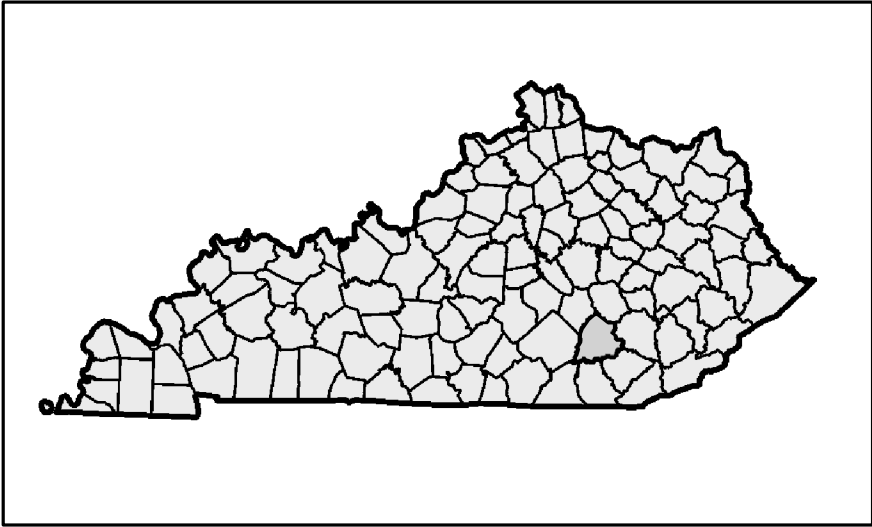
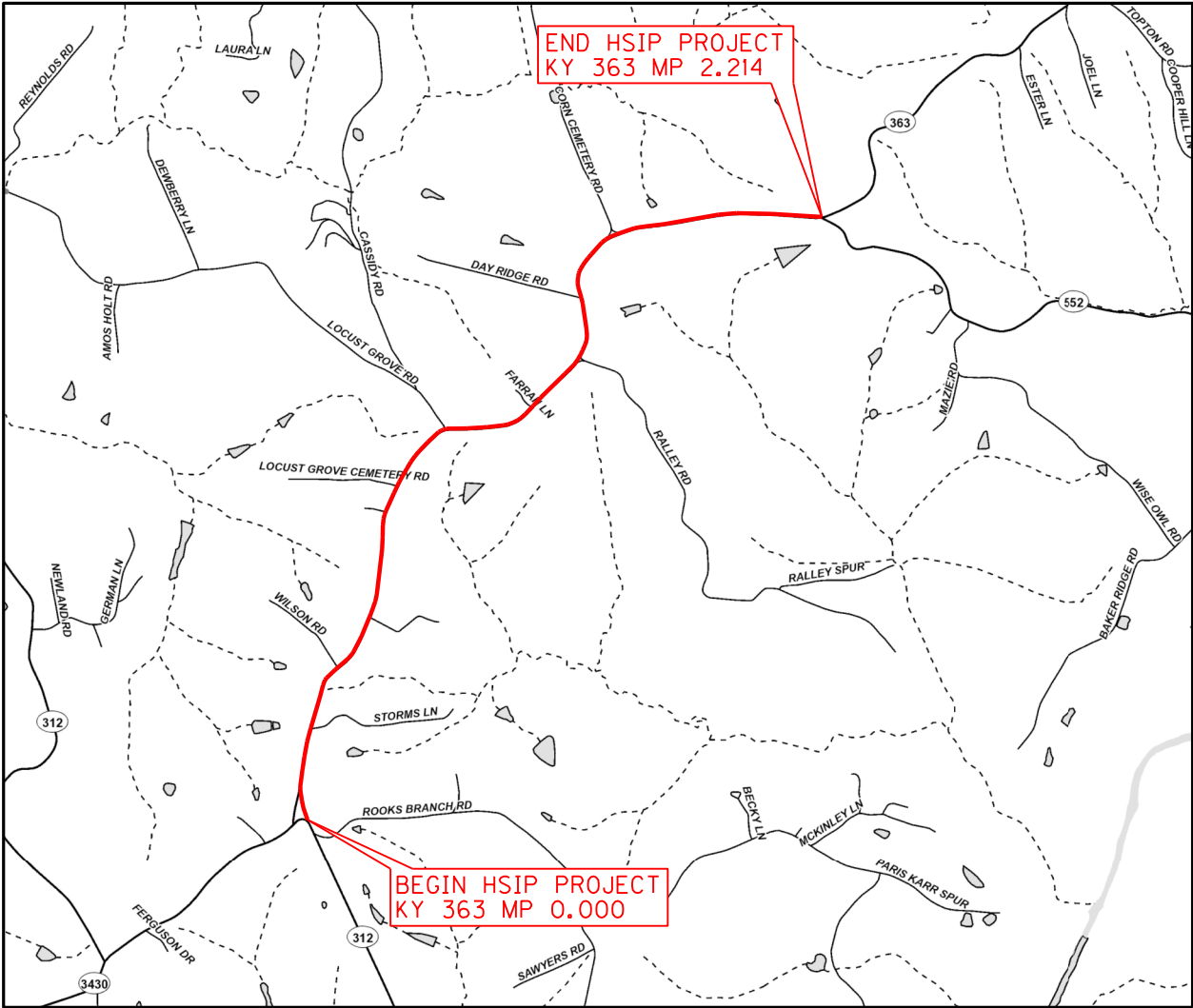


Commonwealth of Kentucky
DEPARTMENT OF HIGHWAYS

PLANS OF
PROPOSED PROJECT

CORRIDOR IMPROVEMENTS
LAUREL COUNTY
KY 363

COUNTY OF	ITEM NO.
LAUREL	11-9018



KY 363
GENERAL SUMMARY

COUNTY OF	I TEM NO.	FEDERAL NO.
LAUREL	11- 9018. 00	HSI P 5292007

I TEM	DESCRI PTI ON	UNI T	TOTAL PROJECT
80	CRUSHED AGGREGATE NO. 23	TON	46
190	LEVELI NG & WEDGI NG PG64- 22	TON	2
203	CL2 ASPH BASE 1. 50D PG64- 22	TON	33
301	CL2 ASPH SURF 0. 38D PG64- 22	TON	64
356	ASPHALT MATERI AL FOR TACK	TON	0. 26
1000	PERFORATED PI PE- 4 I N	LF	10
1010	NON- PERFORATED PI PE- 4 I N	LF	8
1020	PERF PI PE HEADWALL TY 1 - 4 I N	EACH	1
2159	TEMPORARY DI TCH	LF	5, 845
2160	CLEAN TEMPORARY DI TCH	LF	2, 923
2460	REMOVE TREE OR STUMPS	EACH	2
2562	TEMPORARY SI GNS	SQFT	300. 00
2569	DEMOBI LI ZATI ON (LAUREL KY 363 HSI P)	LS	1
2650	MAI NTAI N & CONTROL TRAFFI C (LAUREL KY 363 HSI P)	LS	1
2671	PORTABLE CHANGEABLE MESSAGE SI GN	EACH	2
2676	MOBI LI ZATI ON FOR M LL & TEXT	LS	1
2677	ASPHALT PAVE M LLI NG & TEXTURI NG	TON	64
2697	EDGE LI NE RUMBLE STRI PS	LF	785
2701	TEMP SI LT FENCE	LF	5, 845
2703	SI LT TRAP TYPE A	EACH	2
2704	SI LT TRAP TYPE B	EACH	2
2705	SI LT TRAP TYPE C	EACH	2
2706	CLEAN SI LT TRAP TYPE A	EACH	2
2707	CLEAN SI LT TRAP TYPE B	EACH	2
2708	CLEAN SI LT TRAP TYPE C	EACH	2
2726	STAKI NG (LAUREL KY 363 HSI P)	LS	1
2775	ARROW PANEL	EACH	2
3262	CLEAN PI PE STRUCTURE	EACH	5
3269	TRI M & REMOVE TREES & BRUSH	LF	3, 621
5952	TEMP MULCH	SQYD	6, 131
5953	TEMP SEEDI NG AND PROTECTI ON	SQYD	4, 598
5963	I NI TI AL FERTI LI ZER	TON	0. 48
5964	MAI NTENANCE FERTI LI ZER	TON	0. 29
5985	SEEDI NG AND PROTECTI ON	SQYD	9, 196
5992	AGRI CULTURAL LI MESTONE	TON	5. 7
6403	FLEXI BLE DELI NEATOR POST- B/ W	EACH	48
6406	SBM ALUM SHEET SI GNS . 080 I N	SQFT	437. 50
6410	STEEL POST TYPE 1	LF	783

KY 363

GENERAL SUMMARY

COUNTY OF	ITEM NO.	FEDERAL NO.
LAUREL	11-9018.00	HSIP 5292007

ITEM	DESCRIPTION	UNIT	TOTAL PROJECT
6514	PAVE STRIPING - PERM PAINT - 4 IN	LF	1,593
21373ND	REMOVE SIGN	EACH	29
22400NN	REMOVE AND RELOCATE SIGN ASSEMBLY	EACH	1
24631EC	BARCODE SIGN INVENTORY	EACH	124
26175EC	ROADSIDE REGRADING	LF	5,480

- ①
- INCLUDES 859 LF WHITE AND 734 LF YELLOW

PAVEMENT REPAIR AND BASE FAILURE REPAIR SUMMARIES
LAUREL COUNTY - KY 363
MP 0.000 TO MP 2.214
ITEM NO. 11-9018

PAVEMENT REPAIR SUMMARY												
Begin		End		Length (LF)	Width (FT)	Asphalt Pave Milling & Texturing (Tons)	CL2 Asphalt Surface 0.38D PG64-22 (Tons)	Asph. Material for Tack (Tons)	Edgeline Rumble Strips (LF)	Pave Striping - Perm Paint 4 IN W (LF)	Pave Striping - Perm Paint 4 IN Y (LF)	Comments
Milepoint	Station	Milepoint	Station									
0.308	16+28	0.378	19+95	367	21	59	59	0.24	734	734	734	Both Lanes
TOTALS						59 TONS	59 TONS	0.24 TONS	734 LF	734 LF	734 LF	

BASE FAILURE REPAIR SUMMARY													
Note: Refer to the Special Note for Base Failure Repair and the Base Failure Detail for more information on the effort and the potential for final quantities to vary. It is assumed that the location of base failure repair includes 10 LF of 4" perforated pipe, 8 LF of 4" Non-Perforated Pipe and one Perforated Pipe Headwall.													
Begin		End		Width (LF)	Area (SY)	Crushed Aggregate Size No 23 (Tons)	CL2 Asph Base 1.50D PG64-22 (Tons)	CL2 Asphalt Surface 0.38D PG64-22 (Tons)	Leveling & Wedging PG64-22 (Tons)	Asph. Material for Tack (Tons)	Edgeline Rumble Strips (LF)	Asphalt Pave Milling & Texturing (Tons)	Comments
Milepoint	Station	Milepoint	Station										
0.373	19+69	0.383	20+20	10.5	59.5	46	33	5	2	0.02	51	5	NB Lane
TOTALS						46 TONS	33 TONS	5 TONS	2 TONS	0.02 TONS	51 LF	5 TONS	

ROADSIDE REGRADING SUMMARY
LAUREL COUNTY - KY 363
MP 0.000 TO MP 2.214
ITEM NO. 11-9018

Notes:	* The "Figure References" noted below refer to the Figure number within the Roadside Regrading and Embankment Benching Detail Sheet that is the closest representation of the intended Roadside Regrading. ** The Estimated Volumes of Excavation and Embankment are provided for informational purposes ONLY. The Department gives no guarantee to the accuracy of the estimated volumes. The Bidder must draw his/her own conclusion. Payment will be based on the Linear Footage of Roadside Regrading performed, regardless of the accuracy of the Estimated Volumes of Excavation and Embankment.																
	Side of Road	Approx. BEGIN Station	Approx. BEGIN Milepoint	Approx. END Station	Approx. END Milepoint	Length (LF)	Estimated Excavation Volume** (CU YD)	Estimated Embankment Volume** (CU YD)	Roadside Regrading Detail Sheet Figure Ref.*	Target Fill Slope	Include DGA Wedge? (Yes/No)	Asphalt Seal Coat (TON)	Asphalt Seal Aggregate (TON)	Channel Line Ditch, Fill Slope or Cut Slope? (Yes/No)	Channel Lining Class II (TONS)	Geotex. Fabric Type IV (SQ YD)	Remarks
	RT	17+00	0.322	19+60	0.371	260	0	24	Figure 2	4 : 1				No			Clean Pipe Sta. 17+20
	RT	25+35	0.480	27+35	0.518	200	19	4	Figure 9	4 : 1				No			Clean Pipe Sta. 26+35
	RT	31+40	0.595	32+50	0.616	110	0	12	Figure 2	3 : 1				No			Clean Pipe Sta. 32+20
	LT	49+85	0.944	51+85	0.982	200	15	4	Figure 9	4 : 1				No			
	RT	49+85	0.944	51+85	0.982	200	15	4	Figure 9	4 : 1				No			Clean Pipe Sta. 50+85
	RT	62+20	1.178	66+35	1.257	415	0	46	Figure 2	3 : 1				No			
	LT	76+35	1.446	77+35	1.465	100	9	4	Figure 9	4 : 1				No			
	LT	93+85	1.777	95+50	1.809	165	18	6	Figure 9	4 : 1				No			
	LT	95+50	1.809	97+50	1.847	200	0	22	Figure 2	4 : 1				No			
	LT	97+50	1.847	101+00	1.913	350	39	19	Figure 9	4 : 1				No			
	RT	100+00	1.894	102+00	1.932	200	15	7	Figure 9	4 : 1				No			
	LT	101+00	1.913	116+90	2.214	1,590	0	177	Figure 2	4 : 1				No			
	RT	102+00	1.932	103+00	1.951	100	0	4	Figure 2	4 : 1				No			
	RT	103+00	1.951	110+70	2.097	770	71	43	Figure 9	4 : 1				No			
	RT	110+70	2.097	116+90	2.214	620	0	46	Figure 2	4 : 1				No			

Summary of Items						
Roadside Regrading	5,480	LF	Asphalt Seal Coat		0	TONS
		DGA	0	TONS	Channel Lining Class II	
Asphalt Seal Aggregate					0	TONS
						0
						0

TREE TRIMMING / REMOVAL SUMMARY
LAUREL COUNTY - KY 363
MP 0.000 TO MP 2.214
ITEM NO. 11-9018

Offset	Begin Milepoint	Begin Station	End Milepoint	End Station	Description	Length (LF)	Case	Comments
RT	0.023	1+20	0.048	2+55	Trim & Remove Trees & Brush	135	1B	
RT	0.055	2+90	0.059	3+10	Trim & Remove Trees & Brush	20	1B	
LT	0.294	15+52	0.373	19+70	Trim & Remove Trees & Brush	418	1B	
RT	0.294	15+52	0.373	19+70	Trim & Remove Trees & Brush	418	2B	Included in this LF is the removal of 2 trees
RT	0.531	28+05	0.555	29+30	Trim & Remove Trees & Brush	125	1B	
RT	0.928	49+00	0.989	52+20	Trim & Remove Trees & Brush	320	2B	Included in this LF is the removal of 1 tree
LT	0.936	49+40	0.997	52+65	Trim & Remove Trees & Brush	325	2B	Included in this LF is the removal of 2 trees
RT	1.165	61+50	1.186	62+60	Trim & Remove Trees & Brush	110	1B	
LT	1.165	61+50	1.217	64+25	Trim & Remove Trees & Brush	275	1B	
RT	1.345	71+00	1.354	71+50	Trim & Remove Trees & Brush	50	1B	
LT	1.345	71+00	1.377	72+70	Trim & Remove Trees & Brush	170	1B	
RT	1.366	72+15	1.392	73+50	Trim & Remove Trees & Brush	135	1B	
LT	1.445	76+30	1.465	77+35	Trim & Remove Trees & Brush	105	1B	
RT	1.519	80+20	1.529	80+75	Trim & Remove Trees & Brush	55	2B	Included in this LF is the removal of 1 tree
LT	1.519	80+20	1.529	80+75	Trim & Remove Trees & Brush	55	1B	
RT	1.572	83+00	1.606	84+80	Trim & Remove Trees & Brush	180	1B	
RT	1.667	88+00	1.723	91+00	Trim & Remove Trees & Brush	300	1B	
LT	1.700	89+75	1.723	91+00	Trim & Remove Trees & Brush	125	1B	
LT	2.008	106+00	2.036	107+50	Trim & Remove Trees & Brush	150	1B	
RT	2.008	106+00	2.036	107+50	Trim & Remove Trees & Brush	150	1B	
RT	2.068	109+20	2.068	109+20	Remove Tree	0		
RT	2.071	109+35	2.071	109+35	Remove Tree	0		
PROJECT TOTALS:						3,621 LF		

ITEM	DESCRIPTION	UNIT	QUANTITY
3269	TRIM & REMOVE TREES & BRUSH	LF	3,621
2460	REMOVE TREE OR STUMPS	EACH	2

NOTE: REFER TO TREE CLEARING DETAIL FOR CLEARING OFFSET AND HEIGHT

FLEXIBLE DELINEATOR SUMMARY

LAUREL COUNTY - KY 363

MP 0.000 TO MP 2.214

ITEM NO. 11-9018

Side of Road	Begin		End		Length (LF)	Radius (FT)	Spacing (FT)	Flexible Delineators (Each)	Type of Delineator
	Milepoint	Station	Milepoint	Station					
Rt.	0.537	28+35	0.581	30+66	231	850	85	4	FLEXIBLE DELINEATOR POST-B/W
Lt.	0.537	28+35	0.581	30+66	231	850	85	4	FLEXIBLE DELINEATOR POST-B/W
Rt.	0.738	38+99	0.780	41+21	222	550	65	4	FLEXIBLE DELINEATOR POST-B/W
Lt.	0.738	38+99	0.780	41+21	222	550	65	4	FLEXIBLE DELINEATOR POST-B/W
Rt.	1.345	71+00	1.402	74+00	300	750	80	5	FLEXIBLE DELINEATOR POST-B/W
Lt.	1.345	71+00	1.402	74+00	300	750	80	5	FLEXIBLE DELINEATOR POST-B/W
Rt.	1.572	83+00	1.610	85+00	200	375	55	5	FLEXIBLE DELINEATOR POST-B/W
Lt.	1.572	83+00	1.610	85+00	200	375	55	5	FLEXIBLE DELINEATOR POST-B/W
Rt.	1.667	88+00	1.723	91+00	300	400	55	6	FLEXIBLE DELINEATOR POST-B/W
Lt.	1.667	88+00	1.723	91+00	300	400	55	6	FLEXIBLE DELINEATOR POST-B/W
TOTALS								48 EACH	

Note: Flexible Delineators spacing and placement to meet MUTCD Chapter 3F guidelines.

PIPE MAINTENANCE SUMMARY
LAUREL COUNTY - KY 363
MP 0.000 TO MO 2.214
ITEM NO. 11-9018

Mile Point	Station	Existing				Improvement Description
		Pipe Size, Type	Left Hdwl	Right Hdwl	Skew	
0.055	2+90	18" RCP	Std. Hwdl.	Std. Hwdl.	0°	Clean Pipe
0.669	35+30	15" RCP			0°	Clean Pipe
0.733	38+70	15" RCP			0°	Clean Pipe
0.854	45+10	15" RCP			0°	Clean Pipe
1.177	62+15	24" RCP			0°	Clean Pipe
TOTALS:						5 EACH

REMOVE SIGN SUMMARY
LAUREL COUNTY - KY 363
MP 0.000 TO MP 2.214
ITEM NO. 11-9018

Approx. Location		Sign Details
Station	LT / RT	
0+25	RT	KY 363 w/ Arrow
3+70	LT	KY 312 w/ Double Arrow
5+50	RT	North w/ KY 363
10+00	LT	Left Curve
12+10	LT	JCT w/ KY 312
16+40	RT	Slippery When Wet
24+80	LT	Slippery When Wet
26+50	LT	Right Reverse Curve w/ Adv. Speed
37+00	LT	Right Reverse Curve
43+30	RT	Right Curve
49+70	RT	Right Turn
53+00	LT	Chevron
57+50	LT	Left Turn w/ Adv. Speed
57+70	RT	Left Curve
58+40	RT	School Bus Stop Ahead
65+40	RT	Truck Entrance w/ Adv. Speed
66+00	LT	School Bus Stop Ahead
70+70	RT	Left Curve w/ Adv. Speed
77+80	RT	Left Reverse Curve w/ Adv. Speed
80+00	LT	Right Curve
86+40	RT	Right Curve w/ Adv. Speed
95+80	LT	Left Curve w/ Adv. Speed
111+00	LT	South w/ KY 363
111+50	RT	JCT w/ KY 552
113+30	RT	Left Curve w/ Adv. Speed
116+10	RT	Chevron
KY 363 MP 2.23	RT	Chevron
KY 363 MP 2.27	LT	School Bus Stop Ahead
KY 363 MP 2.29	LT	Right Curve

Assembly ID	Side of Road	SIGN LOCATION				MUTCD Code	Sign Description	Sign Text / Remarks	Sign Dimensions (in x in)	Text/ Symbol Color	SHEETING		SBM Alum Sheet Signs 0.080 IN (SQ FT)	SBM Alum Sheet Signs 0.125 IN (SQ FT)	Installation Type	Bracing Req'd	# of Sign Posts	Estimated Length of 2' Post (ft)	Estimated Length of 2-1/2" Post (ft)	2-1/4" Stiffener Req'd (in/cndtl to post)	TOTAL Estimated Sign Post Length (LF)	Barcode Sign Inv. (EACH)
		Approx Offset (ft)	Approx Station	Approx. Mile Point	Facing Traffic Travelling						Background Color	Sheeting Type										
1	RT	18	0+00	0.000	NB	M1-5a	State Route Sign (3 or 4 digit)	363	30 x 24	Black	White	XI	5.00		Std w/ Soil Plate		1	15.5			15.5	1
						M6-3	Straight Arrow		21 x 15	Black	White	XI	2.19									
						M1-5a	State Route Sign (3 or 4 digit)	312	30 x 24	Black	White	XI	5.00									
2	RT	18	0+50	0.009	SB	M6-1L	Left Arrow		24 x 12	Black	White	XI	2.00		Std w/ Soil Plate		1	8.5			8.5	1
						D10-1	Mile Marker (1 digit)	0	10 x 18	White	Green	XI	1.25									
						D10-1	Mile Marker (1 digit) East	0	10 x 18	White	Green	XI	1.25									
3	LT	24	1+20	0.023	SB	M3-2			24 x 12	Black	White	XI	2.00		Std w/ Soil Plate		1	13.5			13.5	1
						M1-5a	State Route Sign (3 or 4 digit)	312	30 x 24	Black	White	XI	5.00									
						M6-3	Straight Arrow		21 x 15	Black	White	XI	2.19									
4	LT	28	1+20	0.023	SB	M3-4	West		24 x 12	Black	White	XI	2.00		Std w/ Soil Plate		1	13.0			13.0	1
						M1-5a	State Route Sign (3 or 4 digit)	312	30 x 24	Black	White	XI	5.00									
						M6-1R	Right Arrow		24 x 12	Black	White	XI	2.00									
5	RT	18	5+25	0.099	NB	M3-1	North		24 x 12	Black	White	XI	2.00		Std w/ Soil Plate		1	12.0			12.0	1
						M1-5a	State Route Sign (3 or 4 digit)	363	30 x 24	Black	White	XI	5.00									
						M2-1	Junction		21 x 15	Black	White	XI	2.19									
6	LT	24	8+50	0.161	SB	M1-5a																

SIGN LOCATION			SHEETING										SBM Alum		SBM Alum		Installation Type	Bracing Req'd	# of Sign Posts	Estimated Length of 2'-1/2" Post (ft)	2-1/4" Stiffener Req'd (includ to post)	TOTAL Estimated Sign Post Length (LF)	Barcode Sign Inv. (EACH)
Assembly ID	Side of Road	Approx Offset (ft)	Approx. Mile Station	Facing Traffic Traveling	MUTCD Code	Sign Description	Sign Text / Remarks	Sign Dimensions (in x in)	Text/ Symbol Color	Background Color	Sheeting Type	Sheet Signs 0.080 IN (SQ FT)	Sheet Signs 0.125 IN (SQ FT)										
26	RT	16	40+20	0.761	NB	OM2-2V	Object Marker Type 2		6 x 12	n/a	Yellow	XI	0.50		Mounted to Utility Pole						1		
27	LT	24	41+20	0.780	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
						W1-2L	Left Curve		30 x 30	Black	FL Yellow	XI	6.25									1	
28	LT	24	42+50	0.805	SB	W13-1P	XX MPH (Advisory Speed)	45	18 x 18	Black	FL Yellow	XI	2.25		Std w/ Soil Plate		1	14.5			14.5	1	
29	RT	24	47+50	0.900	NB	W2-2L	Side Road Left		30 x 30	Black	Yellow	XI	6.25		Std w/ Soil Plate		1	13.0			13.0	1	
30	RT	24	50+65	0.959	NB	W1-1R	Right Turn		30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	14.5			14.5	1	
						W13-1P	XX MPH (Advisory Speed)	30	18 x 18	Black	FL Yellow	XI	2.25										
31	LT	24	52+25	0.990	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
32	RT	24	52+80	1.000	NB	D10-1	Mile Marker (1 digit)	1	10 x 18	White	Green	XI	1.25		Std w/ Soil Plate		1	8.5			8.5	1	
					SB	D10-1	Mile Marker (1 digit)	1	10 x 18	White	Green	XI	1.25									1	
33	LT	24	53+05	1.005	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
34	LT	24	54+25	1.027	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
						W1-1L	Left Turn		30 x 30	Black	FL Yellow	XI	6.25									1	
35	LT	24	56+25	1.065	SB	W13-1P	XX MPH (Advisory Speed)	25	18 x 18	Black	FL Yellow	XI	2.25		Std w/ Soil Plate		1	14.5			14.5	1	
36	LT	24	59+00	1.117	SB	W2-2R	Side Road Right		30 x 30	Black	Yellow	XI	6.25		Std w/ Soil Plate		1	13.0			13.0	1	
						W1-2L	Left Curve		30 x 30	Black	FL Yellow	XI	6.25									1	
37	RT	24	59+00	1.117	NB	W13-1P	XX MPH (Advisory Speed)	40	18 x 18	Black	FL Yellow	XI	2.25		Std w/ Soil Plate		1	14.5			14.5	1	
38	RT	24	60+60	1.148	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
39	RT	24	61+80	1.170	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
40	RT	24	63+00	1.193	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
41	RT	24	63+20	1.197	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
42	LT	24	65+75	1.245	SB	W1-2R	Right Curve		30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	14.5			14.5	1	
						W13-1P	XX MPH (Advisory Speed)	40	18 x 18	Black	FL Yellow	XI	2.25									1	
43	RT	24	67+50	1.278	NB	W2-2R	Side Road Right		30 x 30	Black	Yellow	XI	6.25		Std w/ Soil Plate		1	13.0			13.0	1	
						W1-4L	Left Reverse Curve		30 x 30	Black	FL Yellow	XI	6.25									1	
44	RT	24	69+65	1.319	NB	W13-1P	XX MPH (Advisory Speed)	35	18 x 18	Black	FL Yellow	XI	2.25		Std w/ Soil Plate		1	14.5			14.5	1	
45	RT	24	72+00	1.364	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
46	RT	24	73+20	1.386	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
47	RT	24	74+40	1.409	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
48	RT	24	75+60	1.432	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
49	RT	24	76+80	1.455	NB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
50	LT	24	77+00	1.458	SB	W1-2AR	Right Curve XX	35	36 x 36	Black	FL Yellow	XI	9.00		Std w/ Soil Plate		1	13.5			13.5	1	
51	LT	16	80+80	1.530	SB	OM2-2V	Object Marker Type 2		6 x 12	n/a	Yellow	XI	0.50		Mounted to Utility Pole							1	
52	RT	24	82+00	1.553	NB	W1-2AR	Right Curve XX	35	36 x 36	Black	FL Yellow	XI	9.00		Std w/ Soil Plate		1	13.5			13.5	1	
53	LT	24	82+20	1.557	SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
54	RT	16	83+00	1.572	NB	OM2-2V	Object Marker Type 2		6 x 12	n/a	Yellow	XI	0.50		Mounted to Utility Pole							1	
55	LT	24	83+50	1.581	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
56	LT	16	84+60	1.602	SB	OM2-2V	Object Marker Type 2		6 x 12	n/a	Yellow	XI	0.50		Mounted to Utility Pole							1	
57	LT	24	84+80	1.606	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0			11.0	1	
					SB	W1-8L	Left Chevron		18 x 24	Black	FL Yellow	XI	3.00									1	
58	LT	24	86+00	1.629	NB	W1-8R	Right Chevron		18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	13.5			13.5	1	
					SB	W1-2AL	Left Curve XX	35	36 x 36	Black	FL Yellow	XI	9.00									1	

SIGN LOCATION					Sign Text / Remarks	Sign Description	MUTCD Code	Facing Traffic			Sign Dimensions (in x in)	SHEETING			SBM Alum Sheet Signs 0.080 IN (SQ FT)	SBM Alum Sheet Signs 0.125 IN (SQ FT)	Installation Type	Bracing Req'd	# of Sign Posts	Estimated Length of 2'-1/2" Post (ft)	2'-1/4" Stiffener Req'd (includng to post)	TOTAL Estimated Sign Post Length (LF)	Barcode Sign Inv. (EACH)
Assembly ID	Side of Road	Approx Offset (ft)	Approx Station	Approx. Mile Point				SB	NB	SB		Text/ Symbol Color	Background Color	Sheeting Type									
59	LT	24	88+75	1.681		Left Chevron	W1-8L	SB			18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0		11.0	1
60	RT	24	88+80	1.682	40	Right Curve XX	W1-2aR	NB			36 x 36	Black	FL Yellow	XI	9.00		Std w/ Soil Plate		1	16.5		16.5	1
61	LT	24	89+80	1.701		Left Chevron	W1-8R	SB			18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0		11.0	1
62	LT	24	90+90	1.722		Right Chevron	W1-8R	NB			18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	15.0		15.0	1
63	RT	18	92+65	1.755		Left Curve	W1-2L	SB			30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	15.0		15.0	1
64	LT	24	96+05	1.819		Left Reverse Curve	W1-4L	SB			30 x 30	Black	FL Yellow	XI	6.25		Std w/ Soil Plate		1	14.5		14.5	1
65	RT	24	109+00	2.064	35	XX MPH (Advisory Speed)	W13-1P				18 x 18	Black	FL Yellow	XI	2.25				1				1
66	RT	24	114+00	2.159	552	Junction State Route Sign (3 or 4 digit)	M2-1 M1-5a	NB			21 x 15 30 x 24	Black Black	White White	XI XI	2.19 5.00		Std w/ Soil Plate		1	12.5		12.5	1
67	RT	24	115+00	2.178	35	Left Curve & Side Road XX MPH (Advisory Speed)	W1-10L W13-1P	NB			36 x 36 18 x 18	Black Black	FL Yellow FL Yellow	XI XI	9.00 2.25		Std w/ Soil Plate		1	15.0		15.0	1
68	LT	24	115+75	2.192	552	East State Route Sign (3 or 4 digit)	M3-2 M1-5a	NB			24 x 12 30 x 24	Black Black	White White	XI XI	2.00 5.00		Std w/ Soil Plate		1	13.0		13.0	1
69	RT	24	116+00	2.197	363	Right Arrow State Route Sign (3 or 4 digit)	M6-1R M3-3 M1-5a	SB			24 x 12 24 x 12 30 x 24	Black Black Black	White White White	XI XI XI	2.00 2.00 5.00		Std w/ Soil Plate		1	12.0		12.0	1
70	RT	24		2.232		Left Chevron	W1-8L	SB			18 x 24	Black	FL Yellow	XI	3.00		Std w/ Soil Plate		1	11.0		11.0	1
71	LT	24		2.272	35	Right Curve XX MPH (Advisory Speed)	W1-2R W13-1P	SB			18 x 24 18 x 18	Black Black	FL Yellow FL Yellow	XI XI	3.00 6.25		Std w/ Soil Plate		1	11.0		11.0	1

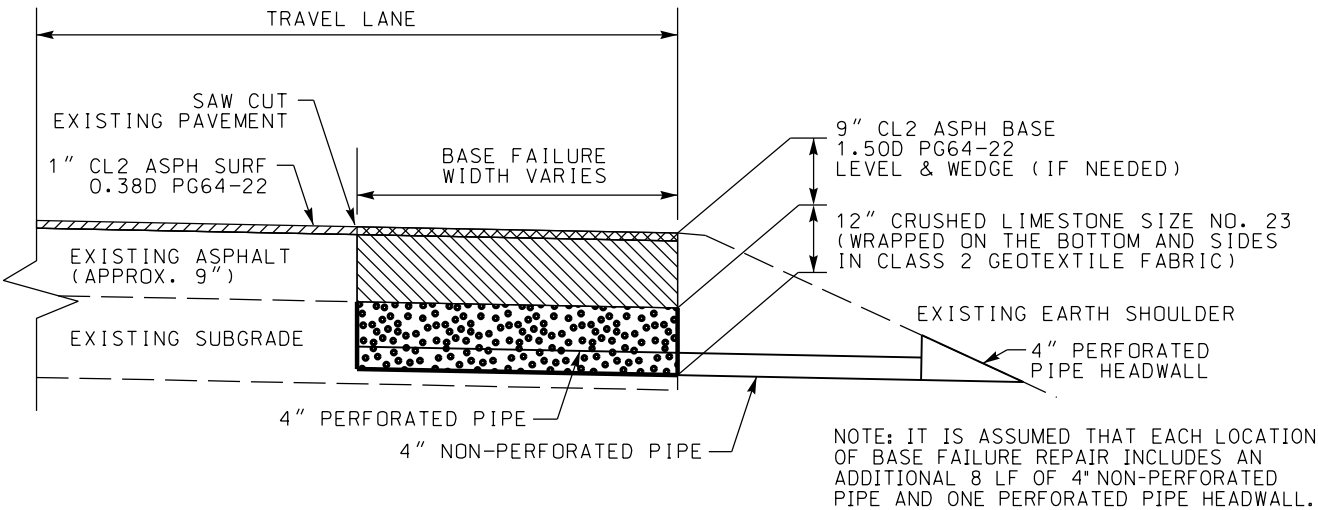
Summary of Items		
SBM Alum Sheet Signs 0.080 INCH	437.50	SQ FT
SBM Alum Sheet Signs 0.125 INCH	0.00	SQ FT
Barcode Sign Inventory	124	EACH

Summary of Items		
Steel Post - Type 1	783	LF
GMSS Type D	0	EACH
GMSS Type D (Surface Mount)	0	EACH
Class A Concrete for Signs	0	CU YD

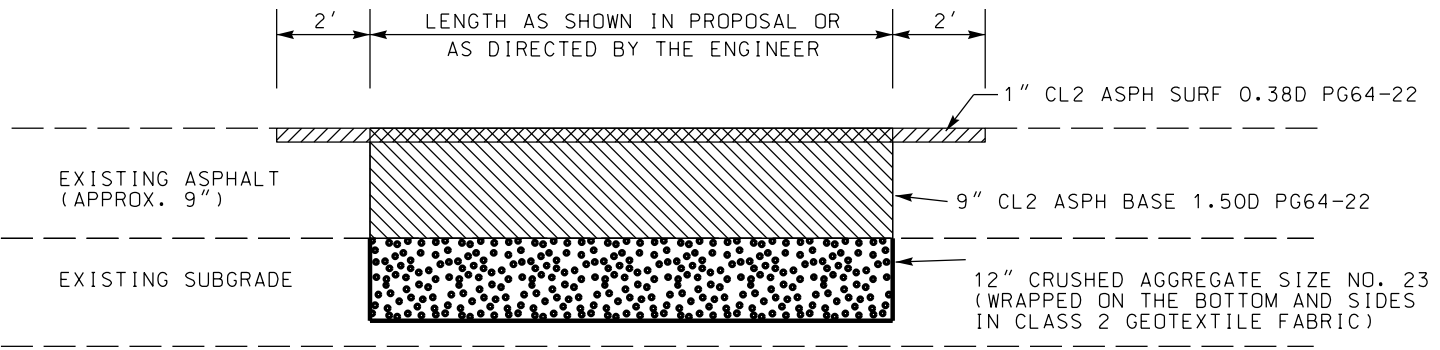
BASE FAILURE REPAIR DETAIL

COUNTY OF	ITEM NO.
LAUREL	11-9018.00

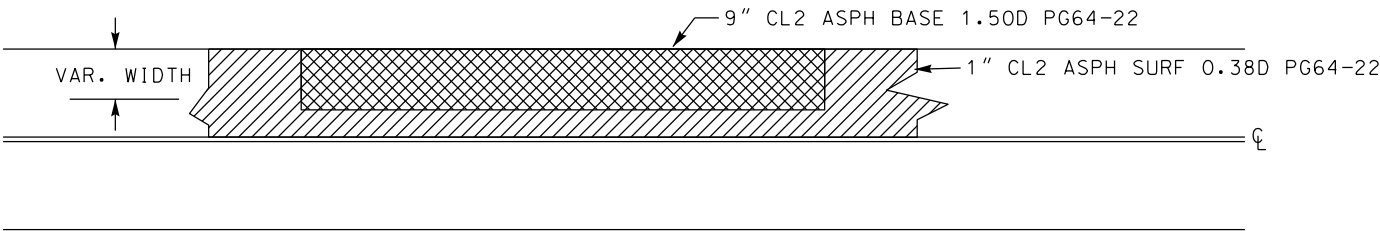
BASE FAILURE CROSS SECTION DETAIL



BASE FAILURE PROFILE DETAIL



BASE FAILURE TOP VIEW DETAIL



NOTE:

FOR MORE INFORMATION ON THIS EFFORT, REFER TO THE "SPECIAL NOTE FOR BASE FAILURE REPAIR" AND PAVEMENT SUMMARY.

"BASE FAILURE REPAIR" LOCATIONS ARE LISTED IN THE PAVEMENT SUMMARY BUT THE ENGINEER SHALL MAKE THE FINAL DETERMINATION AS TO THE WIDTH, LENGTH, DEPTH, AND EXACT LOCATION OF EACH BASE FAILURE.

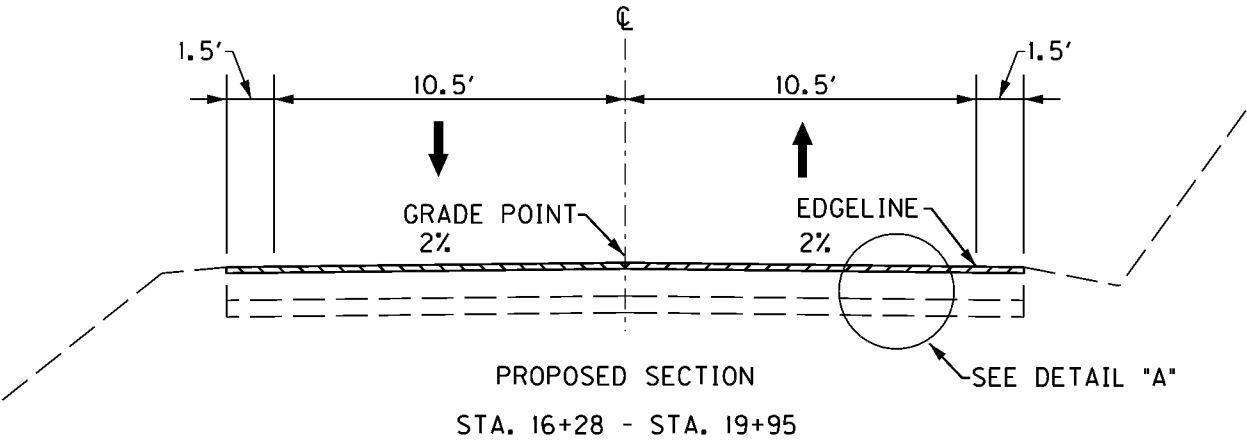
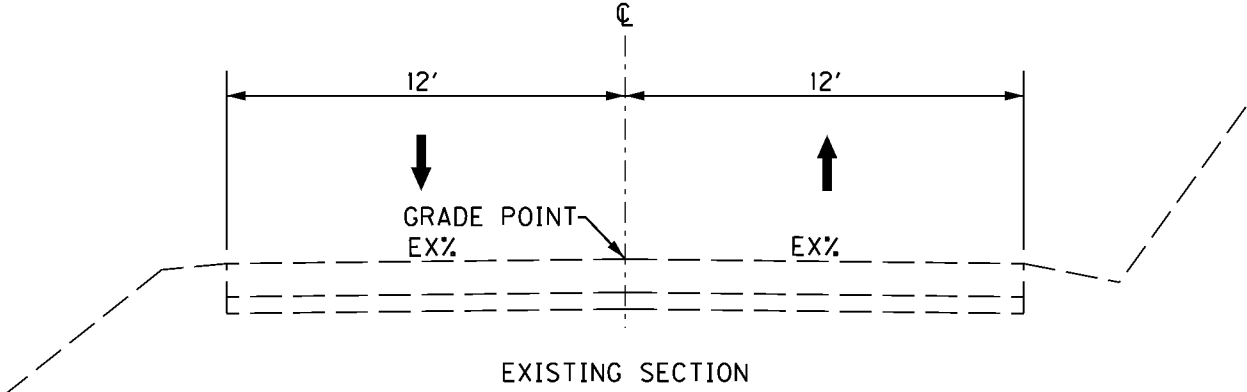
ONCE A REPAIR HAS BEGUN, THE CONTRACTOR WILL WORK CONTINUOUSLY UNTIL THE ASPHALT BASE IS COMPLETED.

REFER TO THE PAVEMENT SUMMARY TABLE FOR BID ITEMS AND QUANTITIES FOR THIS WORK.

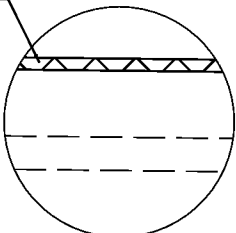
KY 363
BASE FAILURE REPAIR
DETAIL

PAVEMENT REPAIR DETAIL

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



1" ASPHALT PAVE MILLING & TEXTURING,
THEN 1" CL2 ASPH SURF 0.38D PG64-22

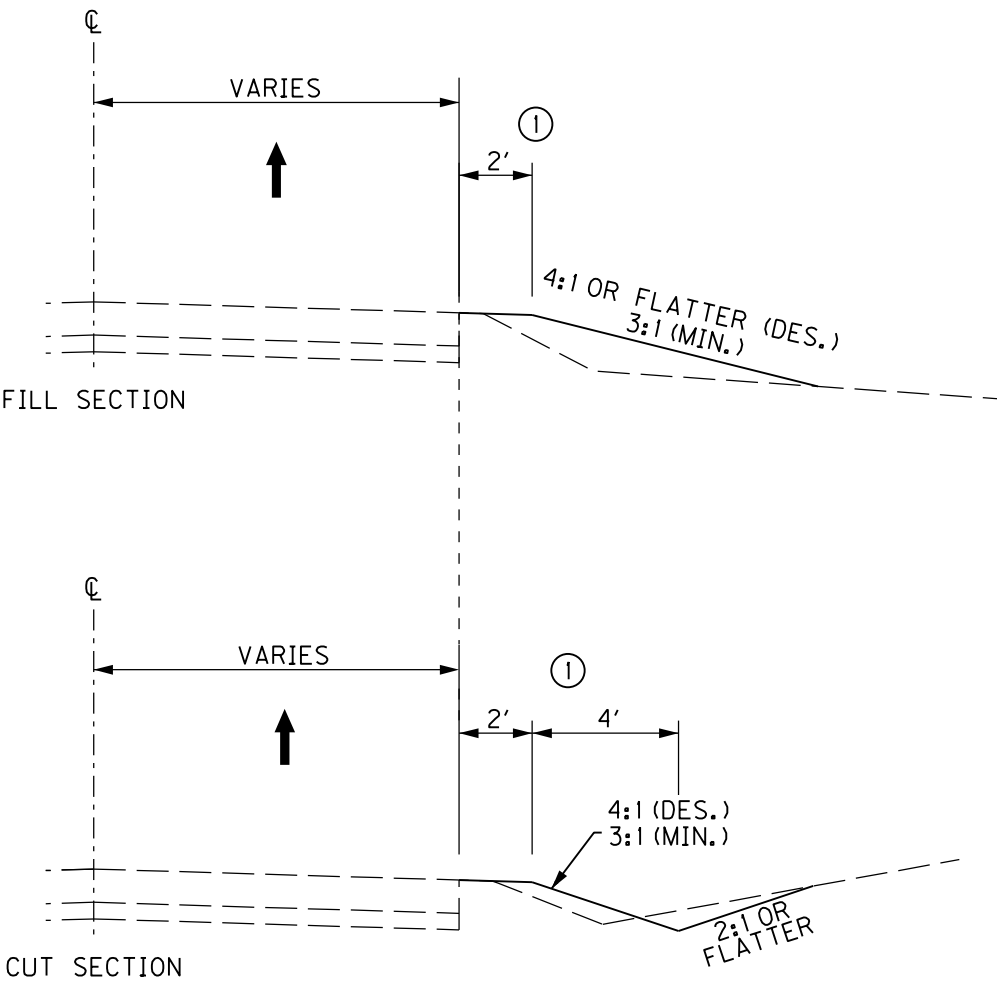


DETAIL A

KY 363
PAVEMENT REPAIR
DETAIL

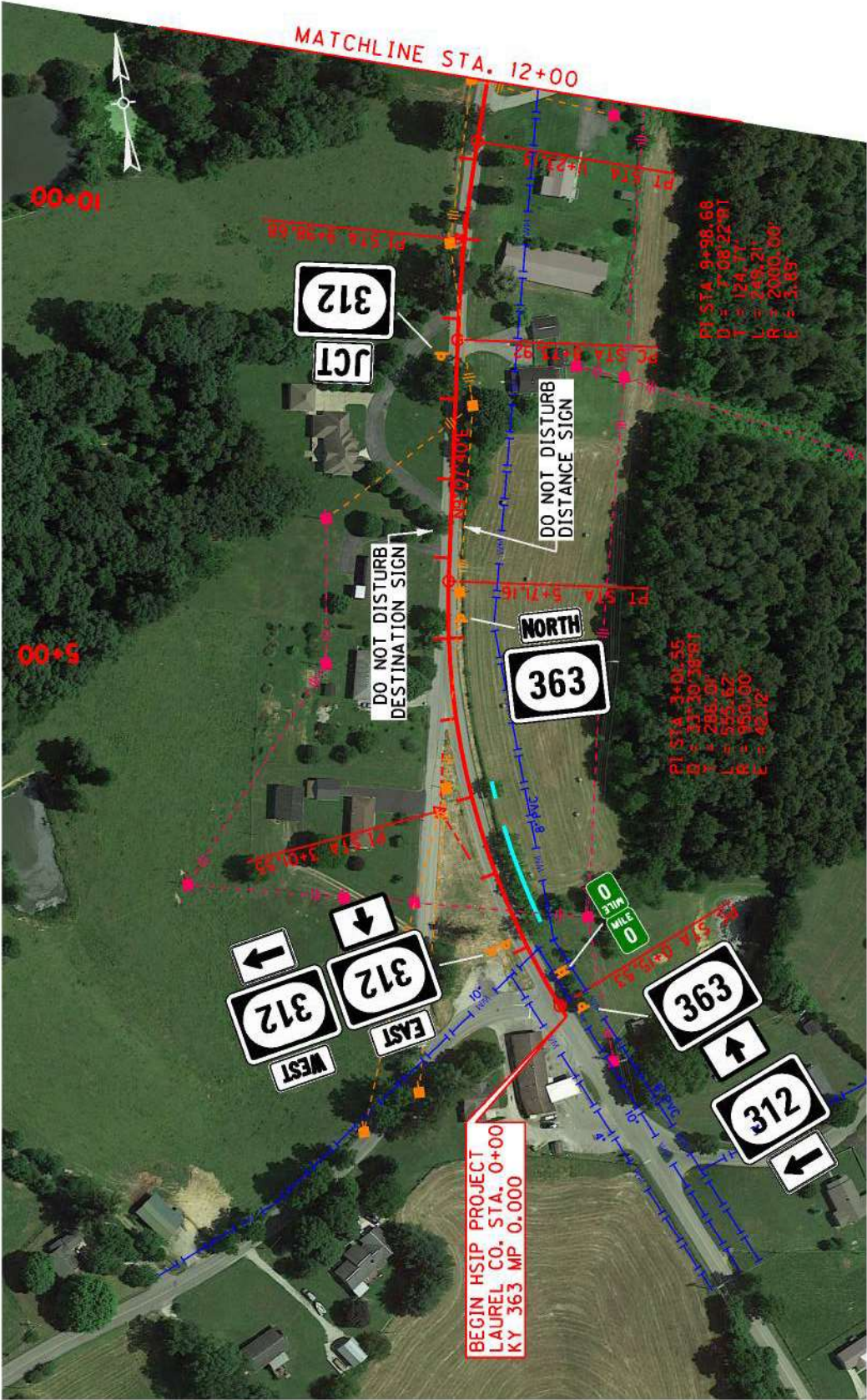
COUNTY OF	ITEM NO.
LAUREL	11-9018.00

ROADSIDE REGRADING DETAIL



NOTES:
① SEE ROADSIDE REGRADING AND EMBANKMENT BENCHING DETAILS FOR ADDITIONAL INFORMATION.

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



LEGEND	
—	TREE TRIMMING/REMOVAL
—	BASE FAILURE REPAIR
—	FLEXIBLE DELINEATORS
—	PAVEMENT REPAIR
—	ROADSIDE REGRAIDING

TREE TRIMMING/REMOVAL (RT-1)
STA. 1+20 TO STA. 2+55
STA. 2+90 TO STA. 3+10

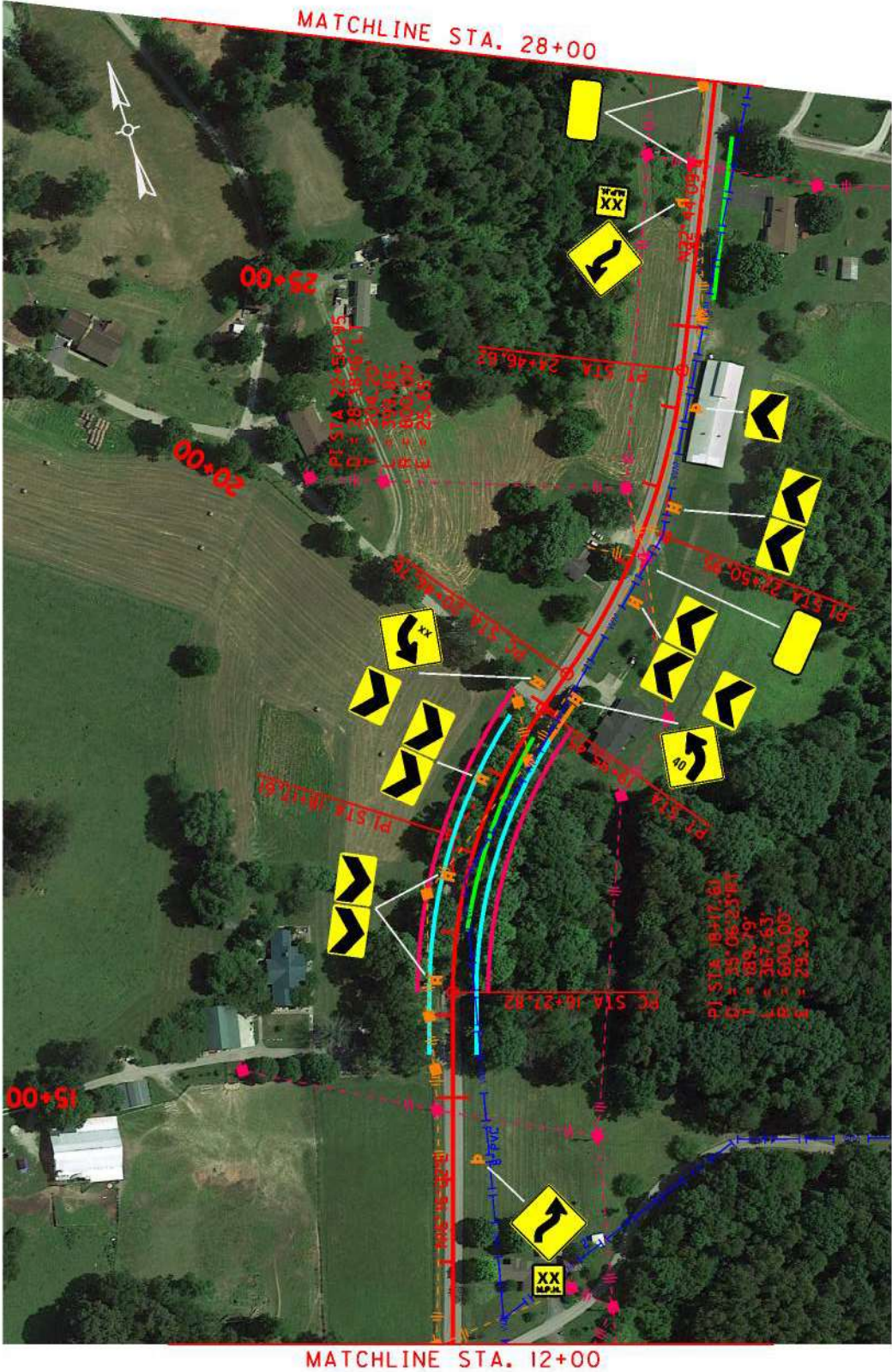
SCALE: 1"=200'

KY 363
PLAN SHEET - 01
STA. 0+00 TO STA. 12+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00

PAVEMENT REPAIR (RT, J)
STA. 16+28 TO STA. 19+95

TREE TRIMMING/REMOVAL (RT, J)
STA. 15+52 TO STA. 19+70



TREE TRIMMING/REMOVAL (RT, J)
STA. 15+52 TO STA. 19+70

PAVEMENT REPAIR (RT, J)
STA. 16+28 TO STA. 19+95

BASE FAILURE REPAIR (RT, J)
STA. 19+69 TO STA. 20+20

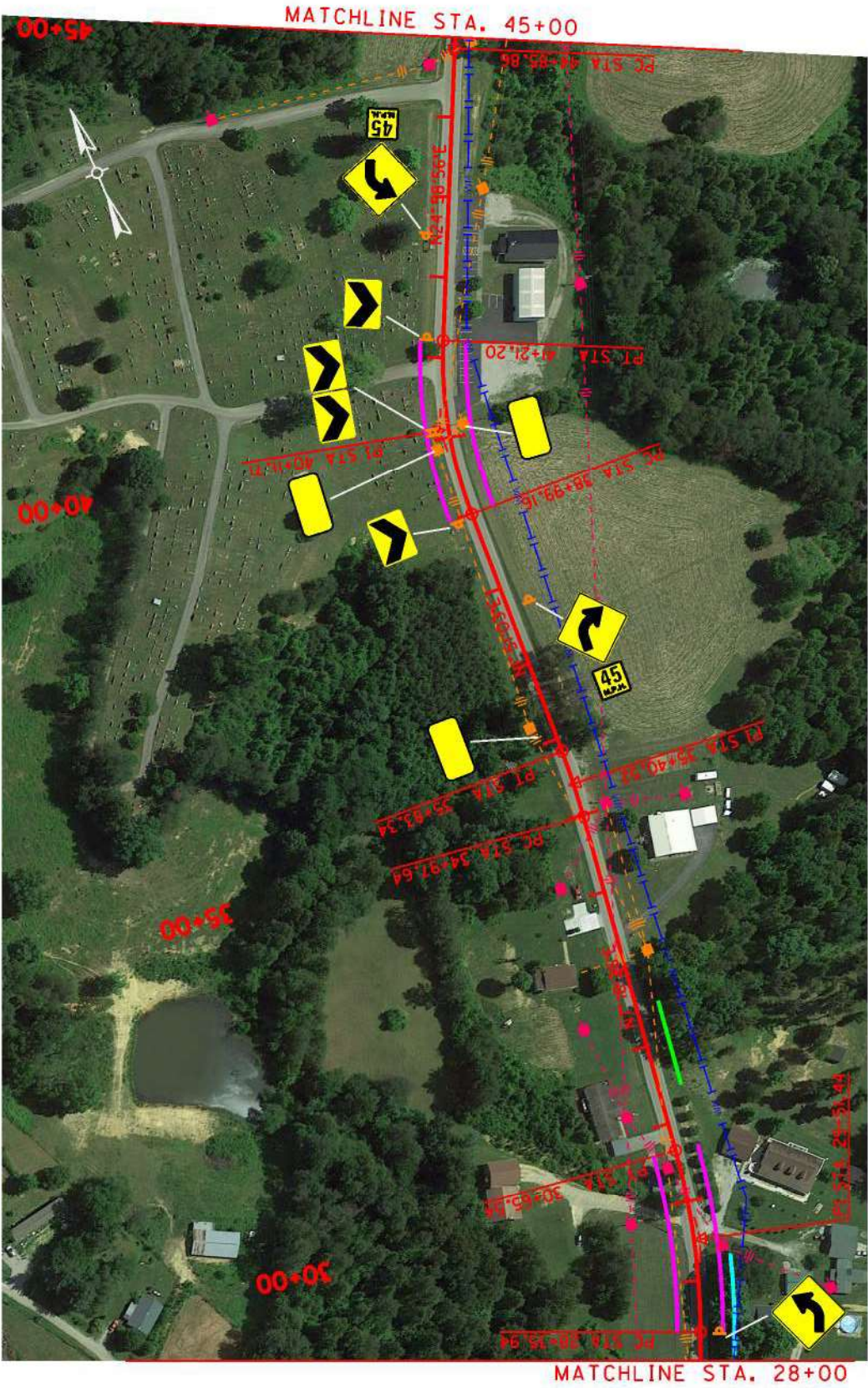
ROADSIDE REGRAIDING (RT, J)
STA. 17+00 TO STA. 19+60
STA. 25+35 TO STA. 27+35

LEGEND	
—	TREE TRIMMING/REMOVAL
—	BASE FAILURE REPAIR
—	FLEXIBLE DELINEATORS
—	PAVEMENT REPAIR
—	ROADSIDE REGRAIDING

SCALE: 1"=200'

KY 363
PLAN SHEET - 02
STA. 12+00 TO STA. 28+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



FLEXIBLE DELINEATORS (RT.)
STA. 28+35 TO STA. 30+66
STA. 38+99 TO STA. 41+21

TREE TRIMMING/REMOVAL (RT.)
STA. 28+05 TO 29+30

FLEXIBLE DELINEATORS (RT.)
STA. 28+35 TO STA. 30+66
STA. 38+99 TO STA. 41+21

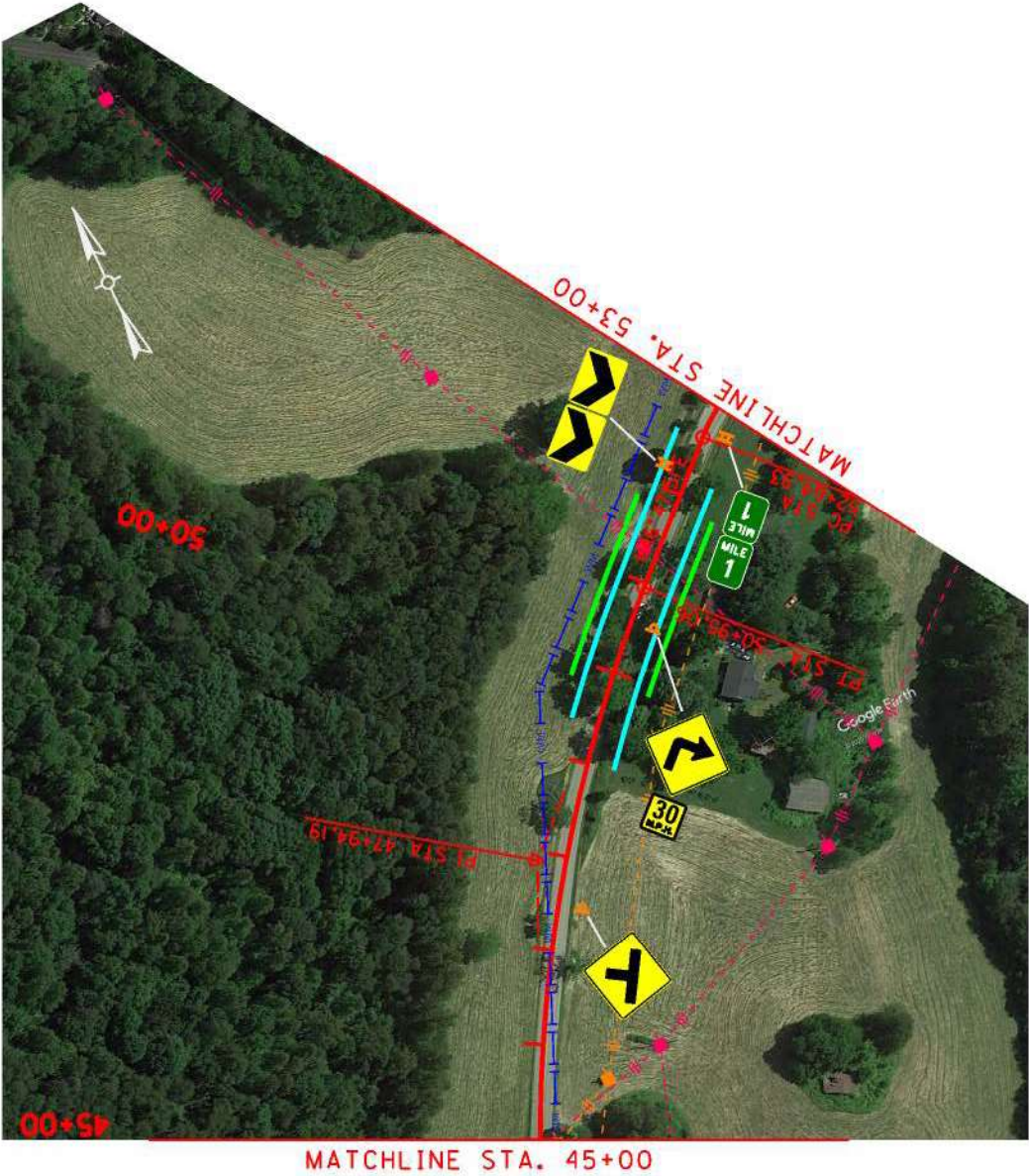
ROADSIDE REGRAIDING (RT.)
STA. 31+40 TO STA. 32+50

LEGEND	
TREE TRIMMING/REMOVAL	
BASE FAILURE REPAIR	
FLEXIBLE DELINEATORS	
PAVEMENT REPAIR	
ROADSIDE REGRAIDING	

SCALE: 1"=200'

KY 363
PLAN SHEET - 03
STA. 28+00 TO STA. 45+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



ROADSIDE REGRAIDING (RT.)
STA. 49+85 TO STA. 51+85

TREE TRIMMING/REMOVAL (RT.)
STA. 49+40 TO 52+65

TREE TRIMMING/REMOVAL (RT.)
STA. 49+00 TO 52+20

ROADSIDE REGRAIDING (RT.)
STA. 49+85 TO STA. 51+85

LEGEND	
TREE TRIMMING/REMOVAL	
BASE FAILURE REPAIR	
FLEXIBLE DELINEATORS	
PAVEMENT REPAIR	
ROADSIDE REGRAIDING	

SCALE: 1"=200'

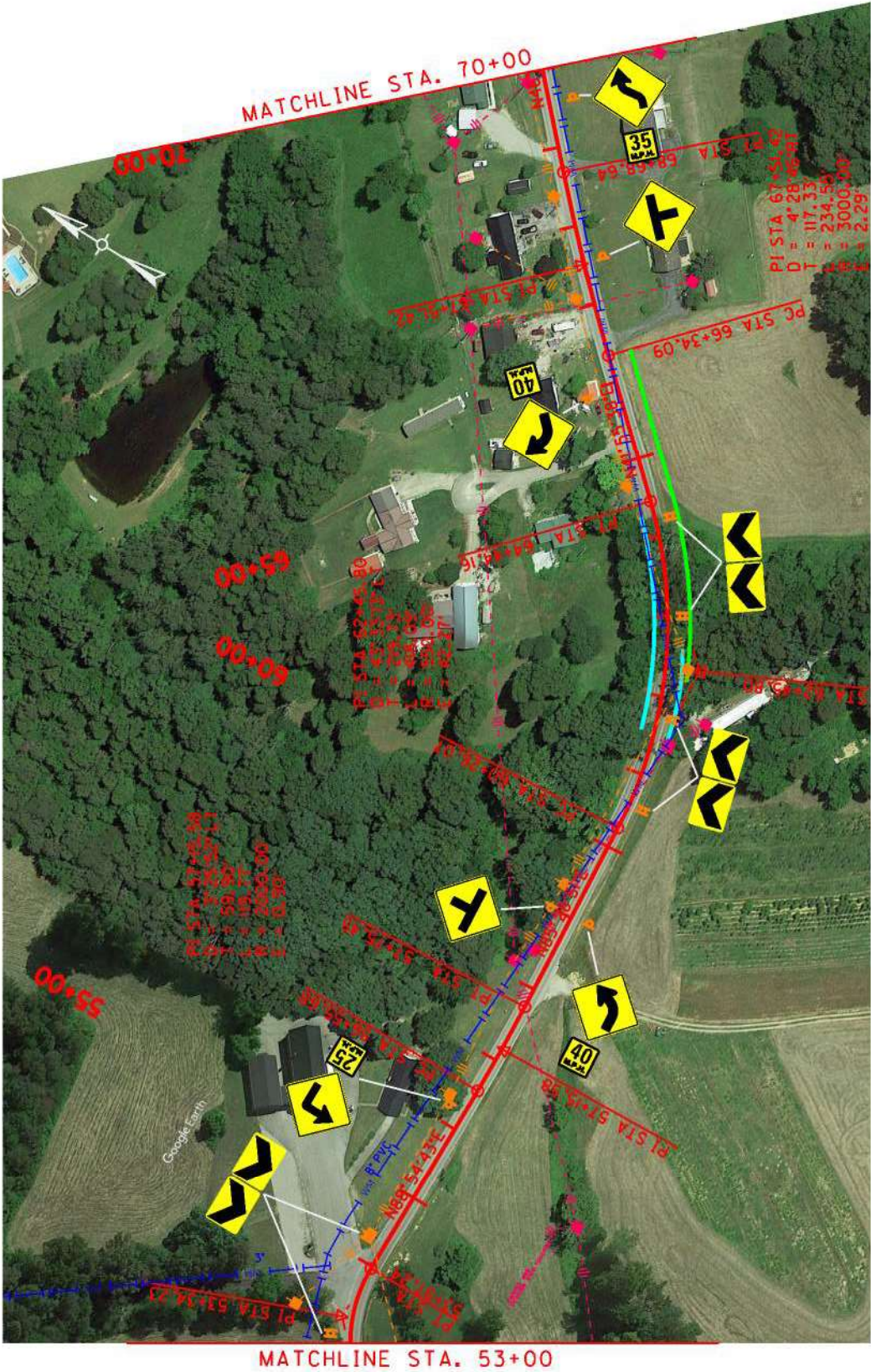
KY 363

PLAN SHEET - 04

STA. 45+00 TO STA. 53+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00

TREE TRIMMING/REMOVAL (RT.)
STA. 61+50 TO 64+25



TREE TRIMMING/REMOVAL (RT.)
STA. 61+50 TO 62+60

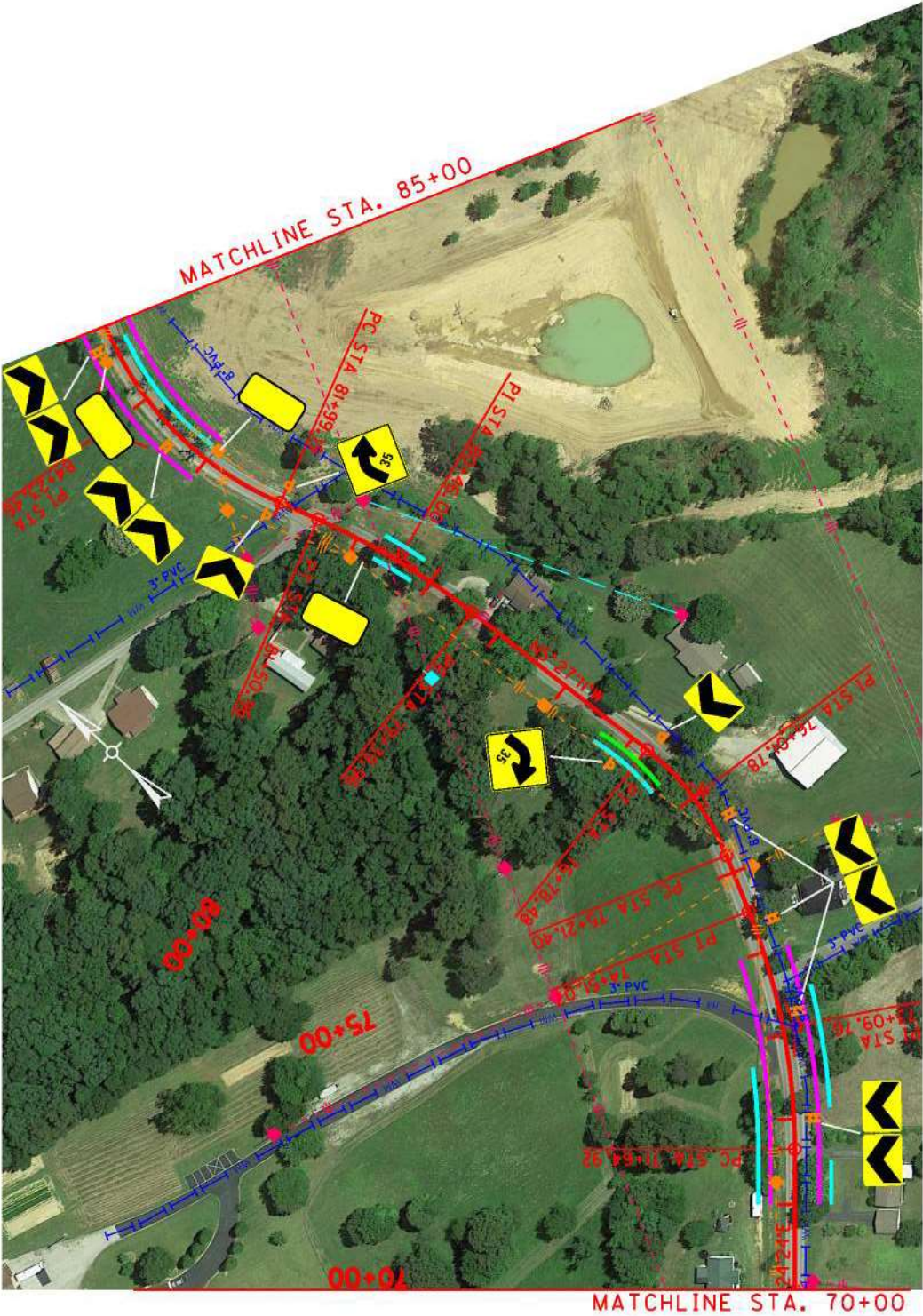
ROADSIDE REGRAIDING (RT.)
STA. 62+20 TO STA. 66+35

LEGEND	
TREE TRIMMING/REMOVAL	
BASE FAILURE REPAIR	
FLEXIBLE DELINEATORS	
PAVEMENT REPAIR	
ROADSIDE REGRAIDING	

SCALE: 1"=200'

KY 363
PLAN SHEET - 05
STA. 53+00 TO STA. 70+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00



FLEXIBLE DELINEATORS (L.T.)
STA. 71+00 TO STA. 74+00
STA. 83+00 TO STA. 85+00

ROADSIDE REGRAIDING (L.T.)
STA. 76+35 TO STA. 77+35

TREE TRIMMING/REMOVAL (L.T.)
STA. 71+00 TO 72+70
STA. 76+30 TO 77+35
STA. 80+20 TO 80+75

FLEXIBLE DELINEATORS (R.T.)
STA. 71+00 TO STA. 74+00
STA. 83+00 TO STA. 85+00

TREE TRIMMING/REMOVAL (R.T.)
STA. 71+00 TO 71+50
STA. 72+15 TO 73+50
STA. 80+20 TO 80+75
STA. 83+00 TO 84+80

LEGEND	
—	TREE TRIMMING/REMOVAL
—	BASE FAILURE REPAIR
—	FLEXIBLE DELINEATORS
—	PAVEMENT REPAIR
—	ROADSIDE REGRAIDING

SCALE: 1"=200'

KY 363

PLAN SHEET - 06

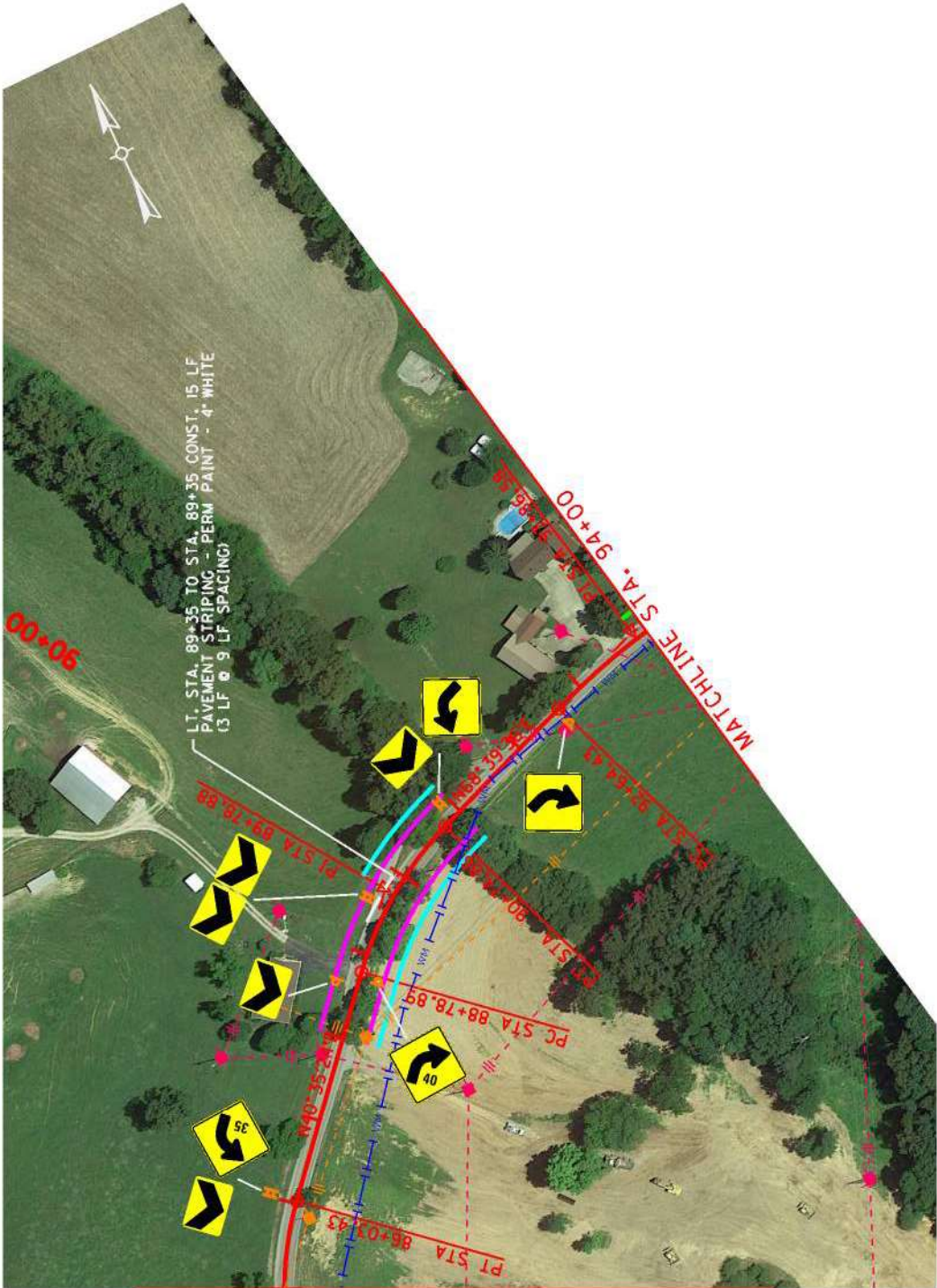
STA. 70+00 TO STA. 85+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00

ROADSIDE REGRADING (L.T.)
STA. 93+85 TO 94+00

TREE TRIMMING/REMOVAL (L.T.)
STA. 89+75 TO 91+00

FLEXIBLE DELINEATORS (L.T.)
STA. 88+00 TO STA. 91+00



MATCHLINE STA. 85+00

TREE TRIMMING/REMOVAL (RT.)
STA. 88+00 TO 91+00

FLEXIBLE DELINEATORS (RT.)
STA. 88+00 TO STA. 91+00

LEGEND	
—	TREE TRIMMING/REMOVAL
—	BASE FAILURE REPAIR
—	FLEXIBLE DELINEATORS
—	PAVEMENT REPAIR
—	ROADSIDE REGRADING

SCALE: 1"=200'

KY 363

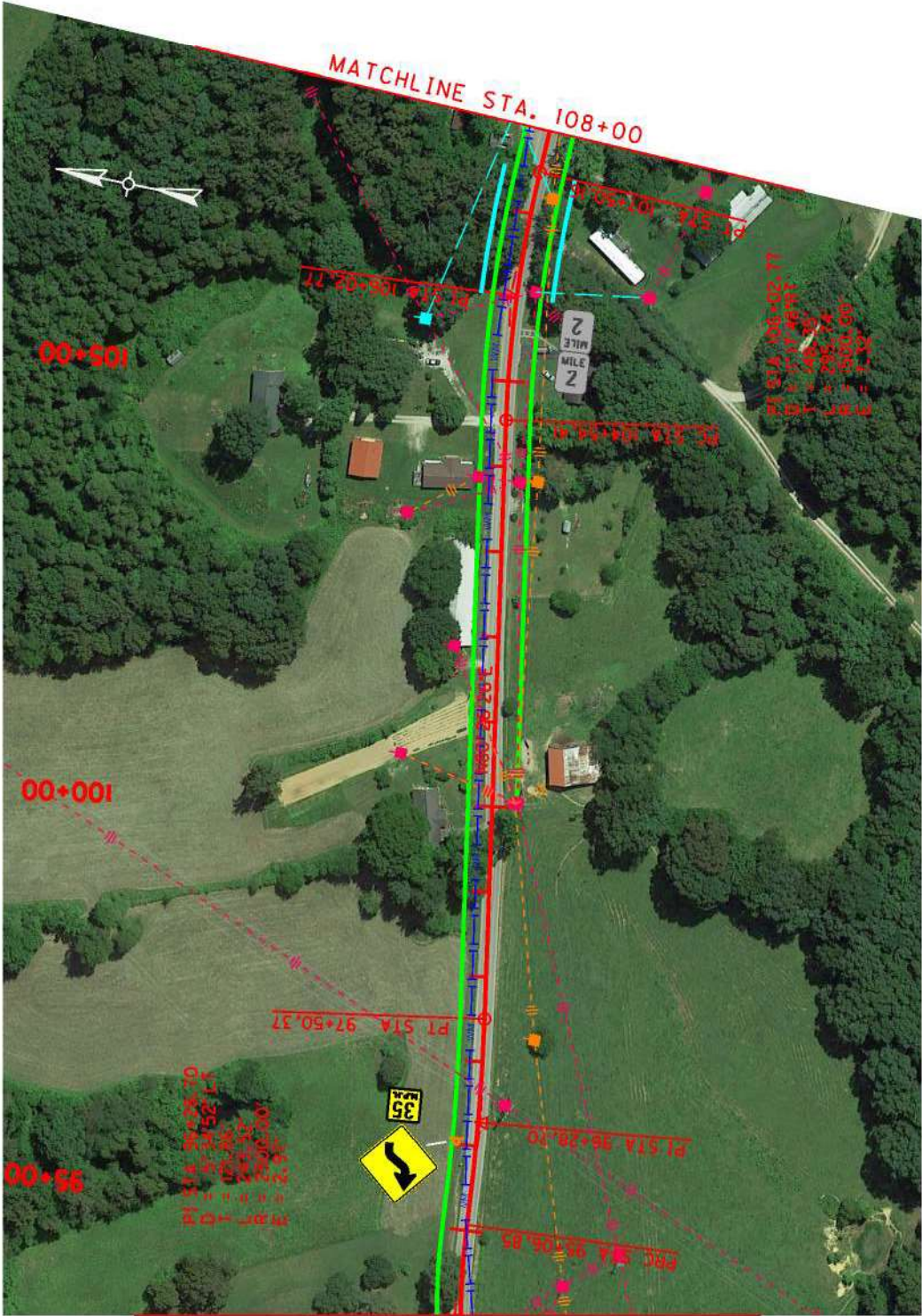
PLAN SHEET - 07

STA. 85+00 TO STA. 94+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00

ROADSIDE REGRADING (RT.)
STA. 94+00 TO 108+00

TREE TRIMMING/REMOVAL (RT.)
STA. 106+00 TO 107+50



ROADSIDE REGRADING (RT.)
STA. 100+00 TO 108+00

TREE TRIMMING/REMOVAL (RT.)
STA. 106+00 TO 107+50

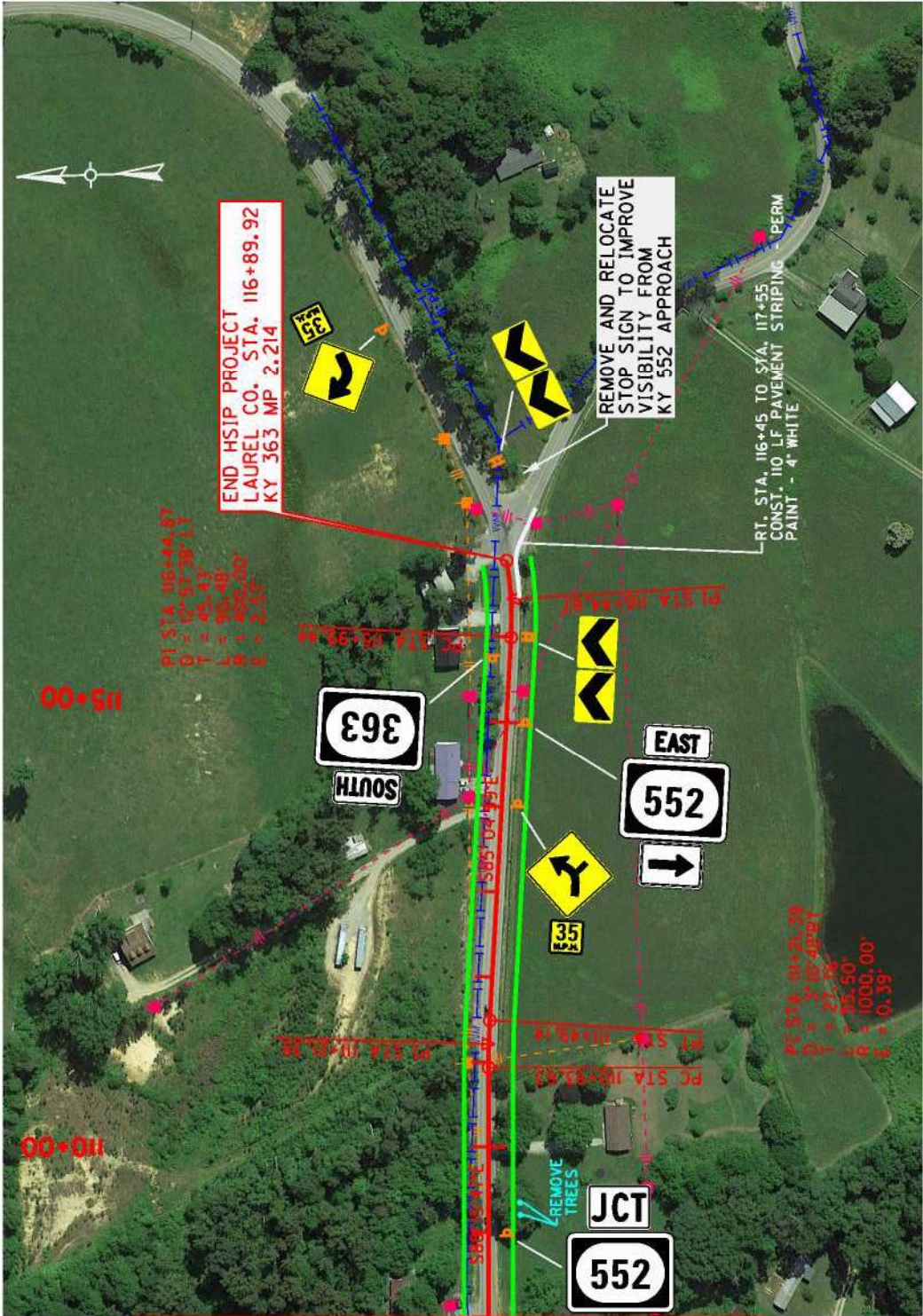
LEGEND	
	TREE TRIMMING/REMOVAL
	BASE FAILURE REPAIR
	FLEXIBLE DELINEATORS
	PAVEMENT REPAIR
	ROADSIDE REGRADING

SCALE: 1"=200'

KY 363
PLAN SHEET - 08
STA. 94+00 TO STA. 108+00

COUNTY OF	ITEM NO.
LAUREL	11-9018.00

ROADSIDE REGRAIDING (L.T.)
STA. 108+00 TO 116+90



MATCHLINE STA. 108+00

ROADSIDE REGRAIDING (RT.)
STA. 108+00 TO 116+90

TREE TRIMMING/REMOVAL (RT.)
STA. 109+20
STA. 109+35

LEGEND	
TREE TRIMMING/REMOVAL	
BASE FAILURE REPAIR	
FLEXIBLE DELINEATORS	
PAVEMENT REPAIR	
ROADSIDE REGRAIDING	

SCALE: 1"=200'

KY 363
PLAN SHEET - 09
STA. 108+00 TO STA. 116+89.72

FIGURE 1

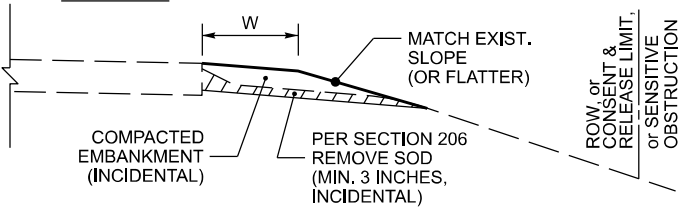


FIGURE 2

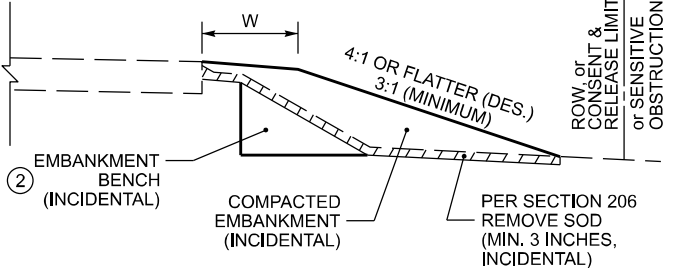


FIGURE 3

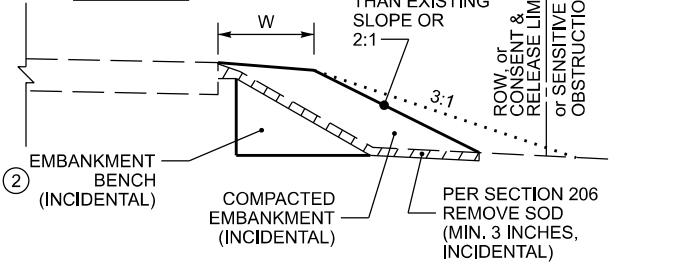


FIGURE 4

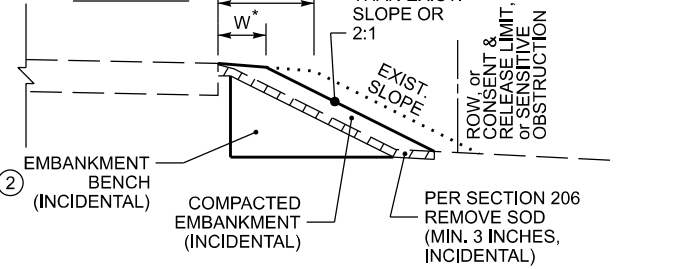


FIGURE 5

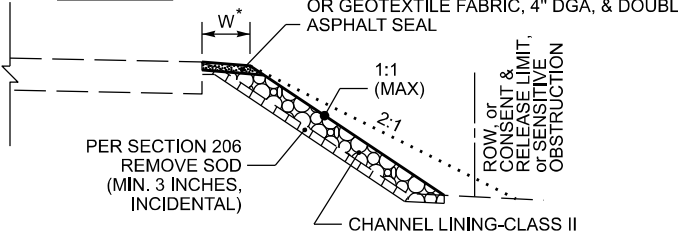
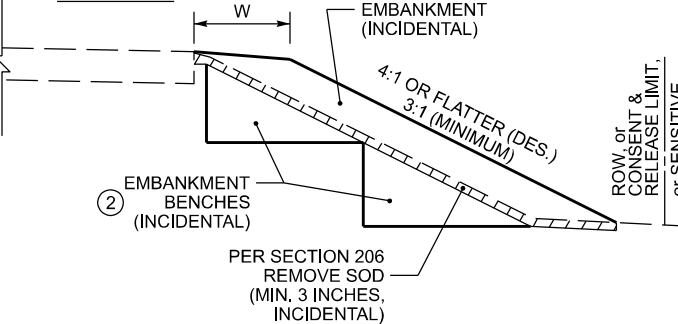


FIGURE 6



~ NOTES ~

BID ITEM AND UNIT TO BID:
26175EC - ROADSIDE REGRADING - LF

1. THE BID ITEM 'ROADSIDE REGRADING' SHALL CONSIST OF ANY AND ALL NECESSARY CLEARING & GRUBBING, GRADING, AND/OR RESHAPING OF THE EXISTING SHOULDER, DITCH, AND/OR ROADSIDE TO ACHIEVE THE PROPOSED SHOULDER, DITCH, AND/OR ROADSIDE DIMENSIONS, AS DETAILED ON THE TYPICAL SECTIONS. FINAL PAYMENT WILL BE BASED ON THE ACTUAL LINEAR FEET OF ROADSIDE REGRADING PERFORMED, AND WILL INCLUDE ALL WORK AND INCIDENTALS NECESSARY TO PERFORM THE ROADSIDE REGRADING ACCORDING TO THESE DETAILS, NOTES, AND ANY OTHER INFORMATION FOUND ELSEWHERE IN THE PROPOSAL OR STANDARD SPECIFICATIONS. IN THE CASE OF A DISCREPANCY, REFER TO SECTION 105.05 OF THE STANDARD SPECIFICATIONS. DEPENDING ON THE EXISTING CONDITIONS ENCOUNTERED, ROADSIDE REGRADING MAY ALSO INCLUDE, BUT IS NOT LIMITED TO:

- PROVIDING ADDITIONAL EARTH MATERIAL AND GRADING, SHAPING, AND COMPACTING THE EARTH MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS. COMPACT MATERIAL ACCORDING TO SECTION 206 OF THE STANDARD SPECIFICATIONS.
- NOTE: ADDITIONAL EARTH MATERIAL PROVIDED SHALL BE SUITABLE FOR VEGETATION GROWTH.
- EXCAVATING AND REMOVING EXCESS MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS
- EMBANKMENT BENCHING

- ② EMBANKMENT BENCHING WILL BE REQUIRED WHEN THE EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN 15% (APPROX. 6:1). ANY AND ALL REQUIRED EMBANKMENT BENCHING SHALL BE INCIDENTAL TO THE BID ITEM 'ROADSIDE REGRADING'. THE FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING USED IN CONJUNCTION WITH THE BID ITEM 'ROADSIDE REGRADING':
- THE TYPICAL HEIGHT (OR RISE) IS 1' TO 6'
 - THE TYPICAL WIDTH (OR RUN) WILL VARY BASED ON THE HEIGHT OF THE BENCH
 - MULTIPLE SMALL BENCHES MAY BE USED, AND MAY BE MORE ADVANTAGEOUS AS THIS WILL REQUIRE PROCESSING LESS EARTHWORK AND MAY HELP AVOID ANY EXISTING UNDERGROUND UTILITIES.
3. AS SHOWN IN FIGURE 1, IN SOME SITUATIONS, MINOR SHOULDERING, WITH MINIMAL ADDITIONAL EARTH MATERIAL, MAY BE ALL THAT IS REQUIRED TO RESHAPE THE EARTH SHOULDER TO THE PROPOSED WIDTH AND BRING IT FLUSH WITH THE EDGE OF PAVEMENT.
4. AS SHOWN IN FIGURE 2, MOST SITUATIONS WILL REQUIRE ADDITIONAL EARTH MATERIAL TO ACHIEVE THE PROPOSED EARTH SHOULDER WIDTH. IT IS DESIRED THAT THE RESULTING FILL SLOPE BE INSTALLED AS FLAT AS POSSIBLE AND SHALL REMAIN WITHIN THE RIGHT-OF-WAY AND/OR ANY CONSENT & RELEASE AREAS OBTAINED BY KYTC NOTED IN THE PROPOSAL, WHILE ALSO AVOIDING ANY SENSITIVE OBSTRUCTIONS.
5. AS SHOWN IN FIGURE 3, IF A 3:1 FILL SLOPE WILL RESULT IN THE TOE OF SLOPE EXTENDING BEYOND THE RIGHT-OF-WAY OR OUTSIDE OF A CONSENT & RELEASE AREA OBTAINED BY KYTC NOTED IN THE PROPOSAL, OR WILL IMPACT A SENSITIVE OBSTRUCTION, THEN THE FILL SLOPE MAY BE INSTALLED STEEPER THAN 3:1, BUT NO STEEPER THAN THE EXISTING FILL SLOPE, OR A 2:1, WHICHEVER IS FLATTER.
6. AS SHOWN IN FIGURE 4, IF MATCHING THE EXISTING FILL SLOPE OR INSTALLING A 2:1 FILL SLOPE (WHICHEVER IS FLATTER) STILL RESULTS IN THE TOE OF SLOPE EXTENDING BEYOND THE RIGHT-OF-WAY OR OUTSIDE OF A CONSENT & RELEASE AREA OBTAINED BY KYTC NOTED IN THE PROPOSAL, OR STILL IMPACTS A SENSITIVE OBSTRUCTION, THEN THE PROPOSED EARTH SHOULDER WIDTH MAY BE REDUCED SO THAT THE RESULTING TOE OF SLOPE WILL REMAIN WITHIN THE RIGHT-OF-WAY OR CONSENT & RELEASE AREA, AND/OR NOT IMPACT THE SENSITIVE OBSTRUCTION.
7. AS SHOWN IN FIGURE 5, IF THE EXISTING FILL SLOPE IS STEEPER THAN 2:1 AND THERE IS NOT ENOUGH SPACE TO INSTALL A 2:1 FILL SLOPE WITHOUT EXTENDING BEYOND THE RIGHT-OF-WAY OR A CONSENT & RELEASE AREA OBTAINED BY KYTC NOTED IN THE PROPOSAL AND/OR IMPACTING A SENSITIVE OBSTRUCTION, THEN CLASS II CHANNEL LINING MAY BE INSTALLED ALONG THE STEEP EXISTING SLOPE IN ORDER TO ESTABLISH A WIDTH OF AGGREGATE SHOULDER. THESE LOCATIONS WILL BE NOTED IN THE PROPOSAL. THE CHANNEL LINING IS TO BE CAPPED WITH GEOTEXTILE FABRIC CLASS 1 AND 4" OF CRUSHED STONE BASE OR 4" OF DGA WITH DOUBLE ASPHALT SEAL COAT.
8. AS SHOWN IN FIGURE 6, AS THE HEIGHT OF THE FILL INCREASES, MULTIPLE EMBANKMENT BENCHES MAY BE REQUIRED. REFER TO NOTE ② FOR MORE INFORMATION ABOUT EMBANKMENT BENCHING.

SEE SHEET 2 FOR NOTES 9 THRU 13

ROADSIDE REGRADING
AND EMBANKMENT
BENCHING DETAILS
(SHEET 1 OF 2)

NOT TO SCALE

FIGURE 7

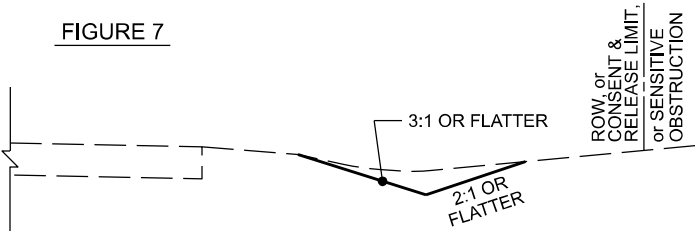


FIGURE 8

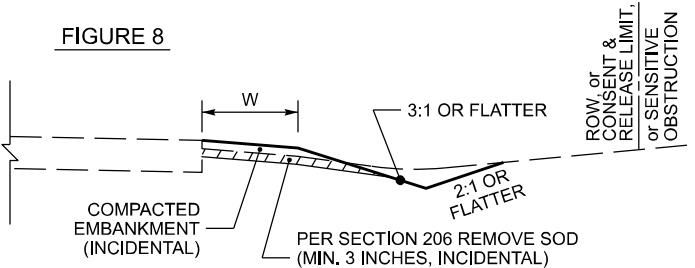


FIGURE 9

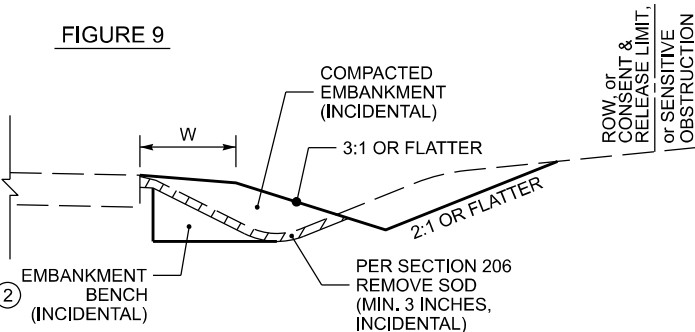


FIGURE 10

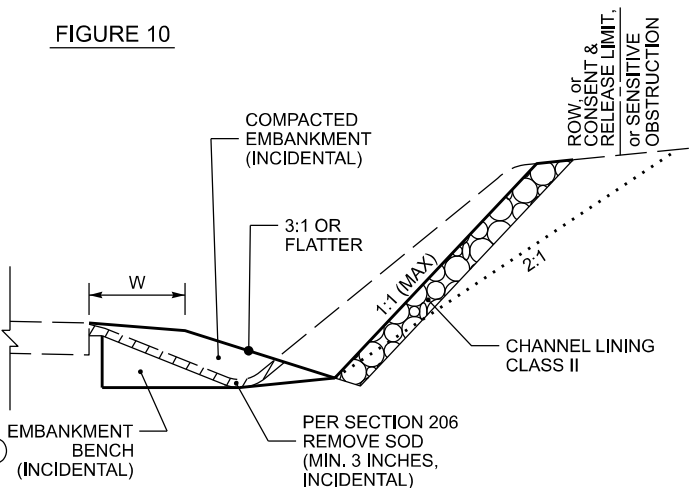
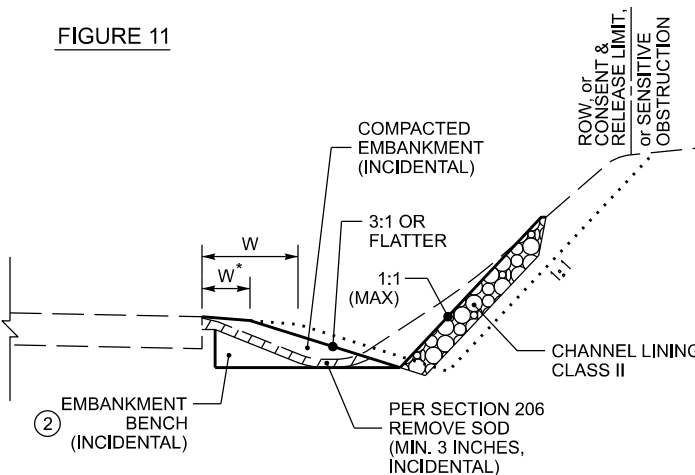


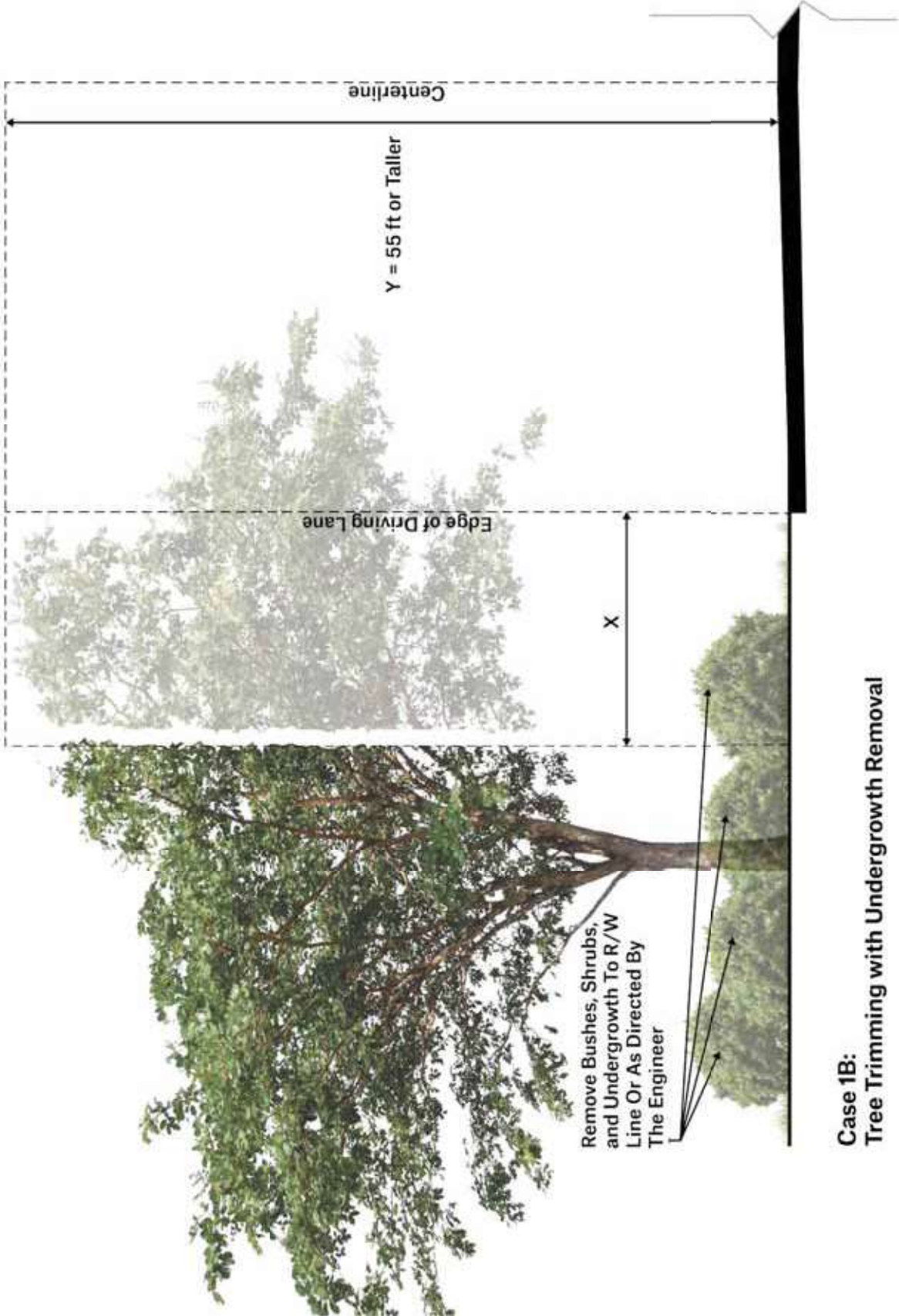
FIGURE 11



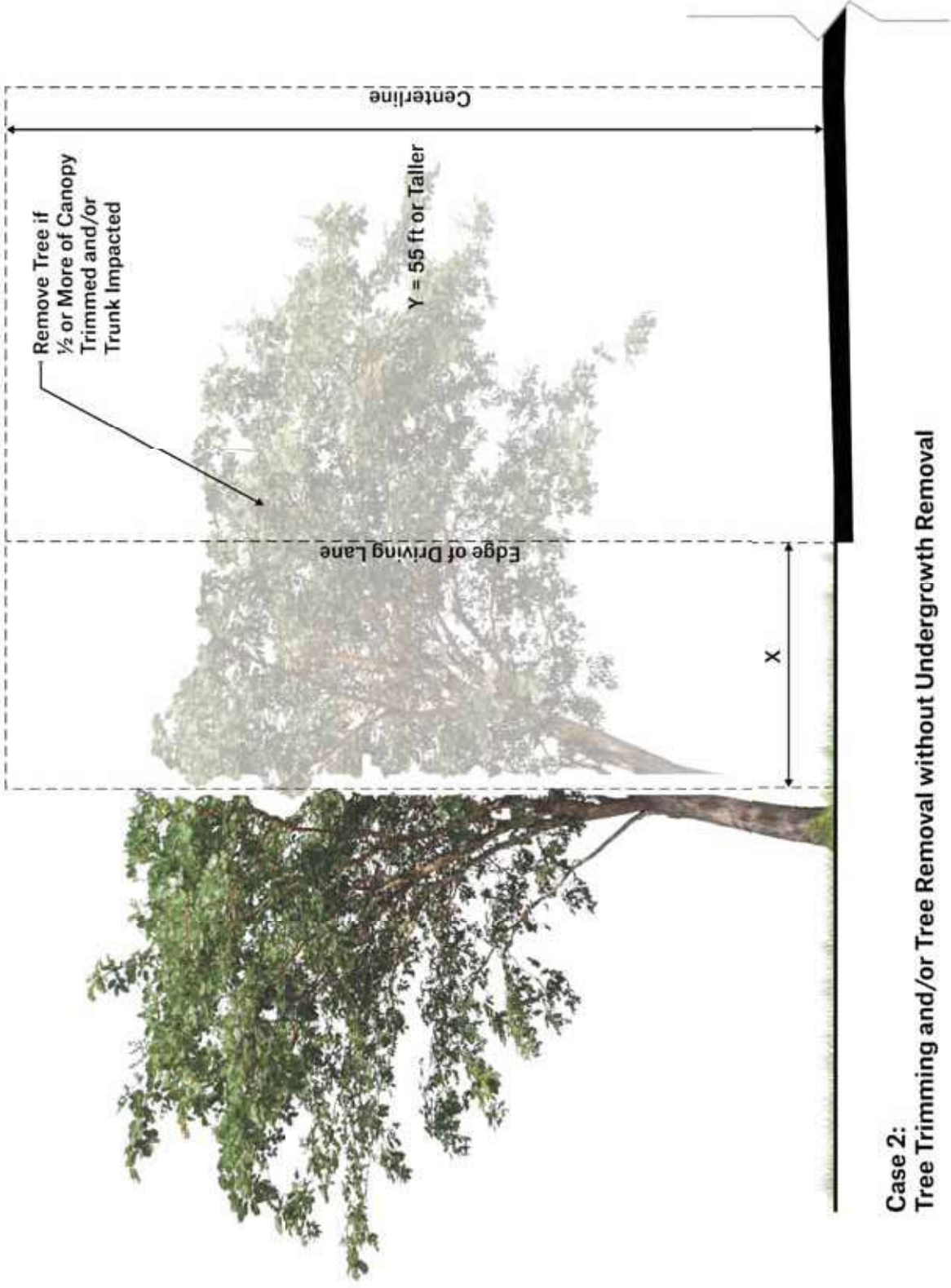
- ~ NOTES ~
- BID ITEM AND UNIT TO BID:
26175EC - ROADSIDE REGRADING - LF
- THE BID ITEM 'ROADSIDE REGRADING' SHALL CONSIST OF ANY AND ALL NECESSARY CLEARING & GRUBBING, GRADING, AND/OR RESHAPING OF THE EXISTING SHOULDER, DITCH, AND/OR ROADSIDE TO ACHIEVE THE PROPOSED SHOULDER, DITCH, AND/OR ROADSIDE DIMENSIONS, AS DETAILED ON THE TYPICAL SECTIONS. FINAL PAYMENT WILL BE BASED ON THE ACTUAL LINEAR FEET OF ROADSIDE REGRADING PERFORMED, AND WILL INCLUDE ALL WORK AND INCIDENTALS NECESSARY TO PERFORM THE ROADSIDE REGRADING ACCORDING TO THESE DETAILS, NOTES, AND ANY OTHER INFORMATION FOUND ELSEWHERE IN THE PROPOSAL OR STANDARD SPECIFICATIONS. IN THE CASE OF A DISCREPANCY, REFER TO SECTION 105.05 OF THE STANDARD SPECIFICATIONS. DEPENDING ON THE EXISTING CONDITIONS ENCOUNTERED, ROADSIDE REGRADING MAY ALSO INCLUDE, BUT IS NOT LIMITED TO:
 - PROVIDING ADDITIONAL EARTH MATERIAL AND GRADING, SHAPING, AND COMPACTING THE EARTH MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS. COMPACT MATERIAL ACCORDING TO SECTION 206 OF THE STANDARD SPECIFICATIONS.
 - NOTE: ADDITIONAL EARTH MATERIAL PROVIDED SHALL BE SUITABLE FOR VEGETATION GROWTH.
 - EXCAVATING AND REMOVING EXCESS MATERIAL TO ACHIEVE THE DIMENSIONS SHOWN ON THE TYPICAL SECTIONS
 - EMBANKMENT BENCHING
 - EMBANKMENT BENCHING WILL BE REQUIRED WHEN THE EXISTING GROUNDLINE HAS AN INCLINE GREATER THAN 15% (APPROX. 6:1). ANY AND ALL REQUIRED EMBANKMENT BENCHING SHALL BE INCIDENTAL TO THE BID ITEM 'ROADSIDE REGRADING'. THE FOLLOWING ARE GUIDELINES FOR EMBANKMENT BENCHING USED IN CONJUNCTION WITH THE BID ITEM 'ROADSIDE REGRADING':
 - THE TYPICAL HEIGHT (OR RISE) IS 1' TO 6'
 - THE TYPICAL WIDTH (OR RUN) WILL VARY BASED ON THE HEIGHT OF THE BENCH
 - MULTIPLE SMALL BENCHES MAY BE USED, AND MAY BE MORE ADVANTAGEOUS AS THIS WILL REQUIRE PROCESSING LESS EARTHWORK AND MAY HELP AVOID ANY EXISTING UNDERGROUND UTILITIES.
- SEE SHEET 1 FOR NOTES 3, THRU 8.
- AS SHOWN IN FIGURE 7, IN SOME SITUATIONS, ALL THAT MAY BE REQUIRED IS TO CLEAN OUT THE EXISTING DITCH AND RESHAPE IT TO THE PROPOSED DIMENSIONS. THE MATERIAL EXCAVATED FROM THE DITCH MAY BE RE-USED ELSEWHERE ON THE PROJECT, PROVIDED THE ENGINEER DETERMINES THE MATERIAL REMOVED FROM THE DITCH IS SUITABLE FOR THE INTENDED RE-USE.
 - AS SHOWN IN FIGURE 8, IN SOME SITUATIONS, THE DITCH AND SHOULDER MAY ONLY NEED MINOR REGRADING AND/OR RESHAPING. THE MATERIAL EXCAVATED FROM THE DITCH MAY BE USED TO RESHAPE THE EARTH SHOULDER, PROVIDED THE ENGINEER DETERMINES THE MATERIAL REMOVED FROM THE DITCH IS SUITABLE FOR SHOULDERING. IF THE MATERIAL IS NOT SUITABLE, ADDITIONAL EARTH MATERIAL MAY BE REQUIRED.
 - AS SHOWN IN FIGURE 9, IN MOST SITUATIONS, REGRADING AND RESHAPING THE ROADSIDE TO ACHIEVE THE PROPOSED SHOULDER, DITCH, AND/OR ROADSIDE DIMENSIONS WILL RESULT IN MOVING THE DITCH FURTHER AWAY FROM THE ROADWAY. IT IS DESIRED THAT DITCH FORESLOPES BE 3:1 OR FLATTER AND DITCH BACKSLOPES BE 2:1 OR FLATTER. IT IS ALSO DESIRED THAT THE NEW DITCH BACKSLOPE REMAIN WITHIN THE RIGHT-OF-WAY AND/OR ANY CONSENT & RELEASE AREAS OBTAINED BY KYTC NOTED IN THE PROPOSAL, WHILE ALSO AVOIDING ANY SENSITIVE OBSTRUCTIONS.
 - AS SHOWN IN FIGURE 10, IF INSTALLING A 2:1 DITCH BACKSLOPE WILL RESULT IN THE TOP OF CUT EXTENDING BEYOND THE RIGHT-OF-WAY OR OUTSIDE OF ANY CONSENT & RELEASE AREA OBTAINED BY KYTC NOTED IN THE PROPOSAL, AND/OR IMPACTING A SENSITIVE OBSTRUCTION, THEN THE DITCH BACK SLOPE MAY BE INSTALLED STEEPER THAN 2:1, UP TO 1:1 MAXIMUM. IN THIS SITUATION, THE DITCH BACKSLOPE SHALL HAVE CLASS II CHANNEL LINING INSTALLED FOR SLOPE PROTECTION.
 - AS SHOWN IN FIGURE 11, IF USING A 1:1 DITCH BACKSLOPE STILL RESULTS IN THE TOP OF CUT EXTENDING BEYOND THE RIGHT-OF-WAY OR OUTSIDE ANY CONSENT & RELEASE AREA OBTAINED BY KYTC NOTED IN THE PROPOSAL, AND/OR STILL IMPACTS A SENSITIVE OBSTRUCTION, THEN THE PROPOSED EARTH SHOULDER WIDTH MAY BE REDUCED SO THAT THE STEEP DITCH BACKSLOPE CAN BE INSTALLED WITHIN THE RIGHT-OF-WAY AND/OR TO AVOID A SENSITIVE OBSTRUCTION.



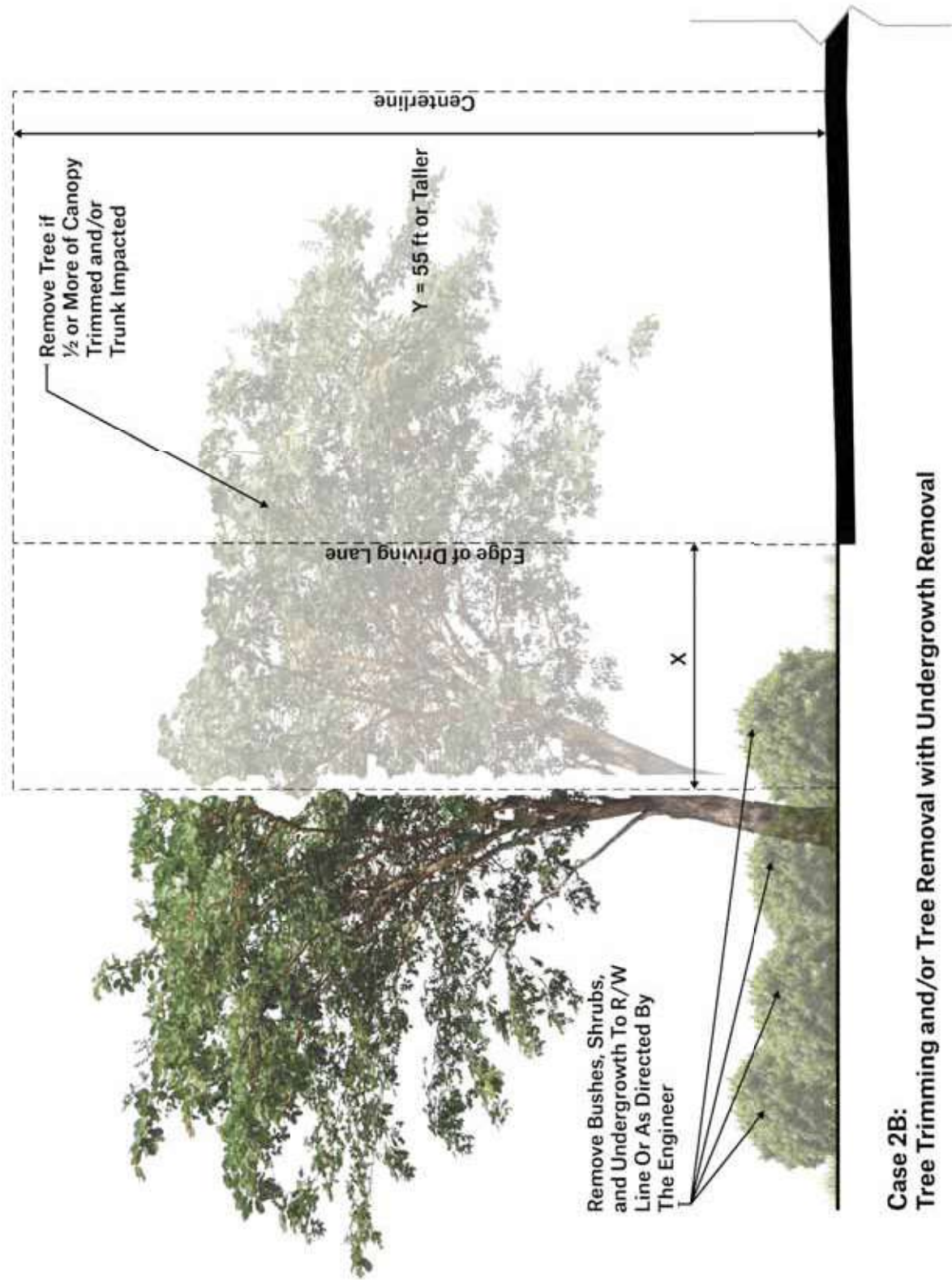
**Case 1:
Tree Trimming without Undergrowth Removal**



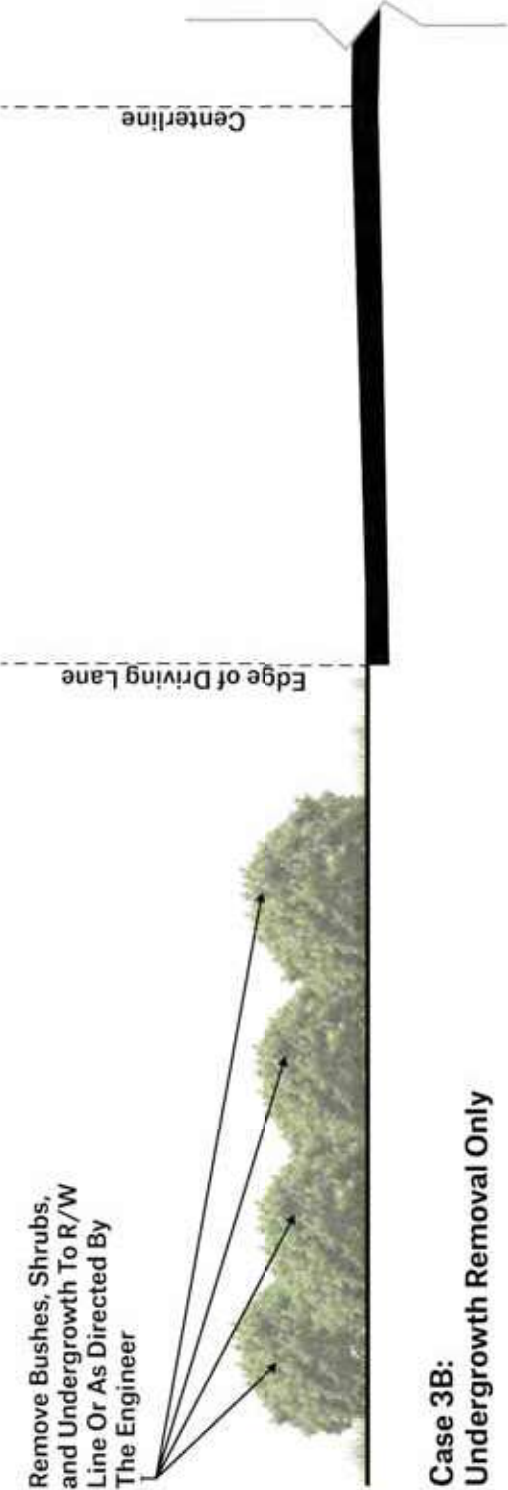
Case 1B:
Tree Trimming with Undergrowth Removal



Case 2:
Tree Trimming and/or Tree Removal without Undergrowth Removal



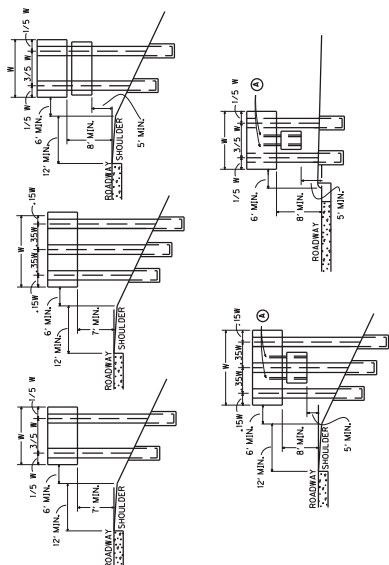
Case 2B:
Tree Trimming and/or Tree Removal with Undergrowth Removal



**Case 3B:
Undergrowth Removal Only**

[illegible]

PANEL SIGNS



5) ATTACHMENT OF SECONDARY SIGN TO MAJOR SIGN IS TO BE MADE WITH TWO (2) 3" x 3" x $\frac{3}{16}$ " ANGLES OF SUFFICIENT LENGTH TO EXTEND FROM THE LOWER EDGE OF THE SECONDARY SIGN TO AT LEAST THREE FEET UP THE BACK OF THE MAJOR SIGN. A MINIMUM OF ONE POST CUP PER FOOT SHALL BE USED IN ATTACHING EXTRUSIONS TO EACH ANGLE.

TYPICAL SIGN PANEL DIMENSIONS AND MILEPOST LOCATIONS

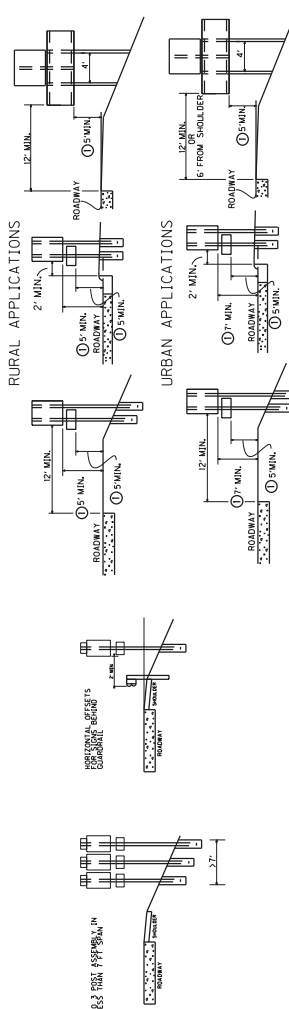
[illegible]

NOTE: STATION NUMBERS ARE GIVEN FOR NOTED DIRECTION OF TRAVEL ONLY. CORRESPONDING MILEPOST MARKERS FOR OTHER DIRECTION SHOULD BE PLACED DIRECTLY OPPOSITE THOSE FOR WHICH STATION NUMBERS ARE GIVEN.

IN JEFFERSON COUNTY, FINAL LOCATION OF MILEPOST MARKERS SHALL BE VERIFIED BY TRIMARC. NOTIFY TRIMARC AT LEAST TWO WEEKS PRIOR TO BEGINNING WORK ON THIS ITEM:

801 WEST MAIN STREET
LOUISVILLE, KY 40202
502-587-6624
270-307-7456

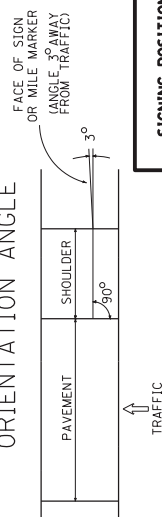
SHEETING SIGNS



NOTE: A SIGN BE LOCATED AT A POINT WHERE GUARDRAIL IS CALLED FOR OR EXISTING. ALL SIGN SUPPORTS SHALL BE PLACED BEHIND THE GUARDRAIL AND LATERAL OFFSET SHALL BE MEASURED FROM THE GUARDRAIL.

① NOT TO EXCEED 8' IN URBAN AREAS AND 6' IN RURAL AREAS UNLESS SPECIFIED BY THE ENGINEER

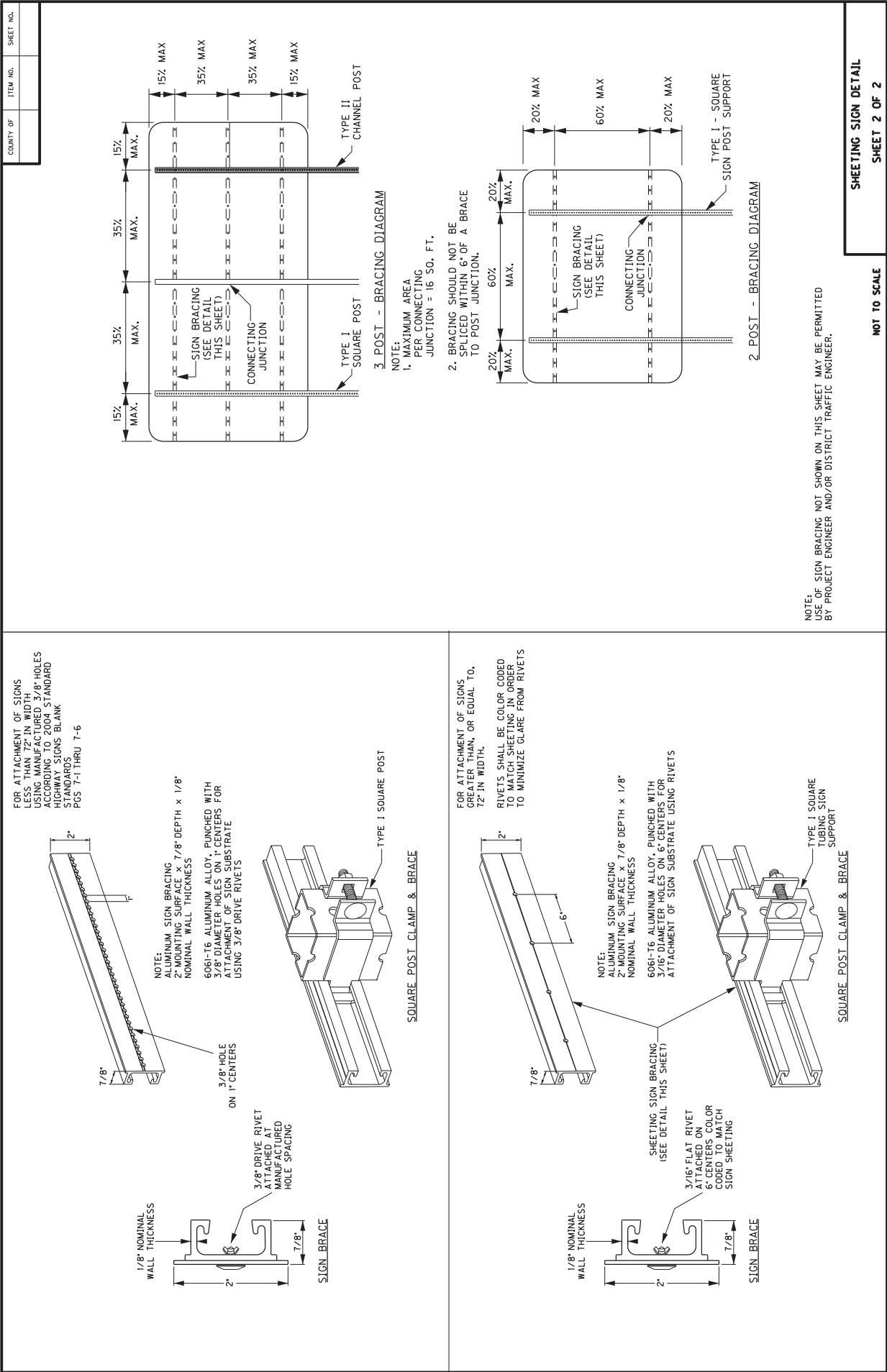
ORIENTATION ANGLE



SIGNING POSITIONING DETAIL SHEET

SHEETING SIGN DETAIL

SHEET 1 OF 2



COUNTY OF

ITEM NO.

SHEET NO.

T-1

60" - 72"

Fayette
County

7"
8*EM
6"
8*EM
7"

36"

L 1/2"

T-2

72"

Florence
CITY LIMITS

7"
8*EM
6"
8*EM
7"

36"

L 1/2"

M1-5 (1 OR 2 DIGIT)

A

B/2

B

B/2

1/2" R

M1-5 (3 OR 4 DIGIT)

A

B/2

B

B/2

1/2" R

E

D

C

CONVENTIONAL

EXPRESSWAY/
FREEWAY

A

B

C

FONT

24"

36"

11"

17"

12D

18D

CONVENTIONAL

EXPRESSWAY/
FREEWAY

A

B

C

D

E

3 DIGIT

4 DIGIT

12B

12D

18B

18D

NOTES:

FOR ROUTE MARKERS, IF NECESSARY,

ADJUSTMENTS TO THE DIGIT, LETTER AND/OR FONT

TYPE MAY BE MADE TO ENSURE VISUAL ACUITY

NOTE:

EXPRESSWAY/FREEWAY DEFINED

AS A DIVIDED HIGHWAY WITH PARTIAL

OR FULL CONTROL OF ACCESS

PROHIBITED

PEDESTRIANS

BICYCLES

MOTOR SCOOTERS

METAL TREADS

FARM IMPLEMENTS

ANIMALS ON FOOT

60"

3" R

1/4"

1/2"

S-1

48"

6"

C

3.5"

C

C

C

C

C

C

C

C

5.5"

TYPICAL SIGNS

NOT TO SCALE

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 BARCODE LABEL ON PERMANENT SIGNS

1.0 DESCRIPTION. Install barcode label on sheeting signs. Section references herein are to the Department's Standard Specifications for Road and Bridge Construction, current edition.

2.0 MATERIALS. The Department will provide the Contractor with a 2 inch x 1 inch foil barcode label for each permanent sheeting sign. A unique number will be assigned to each barcode label.

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

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

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

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

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

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

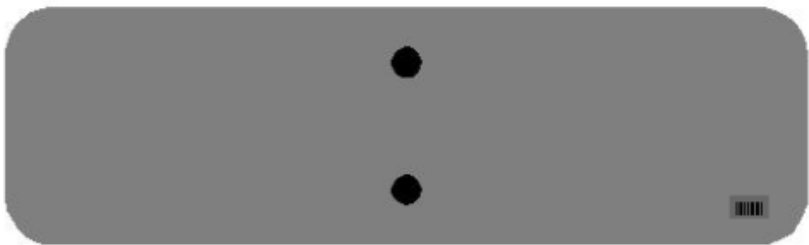
The installation of the permanent sign will be measured in accordance to Section 715.

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

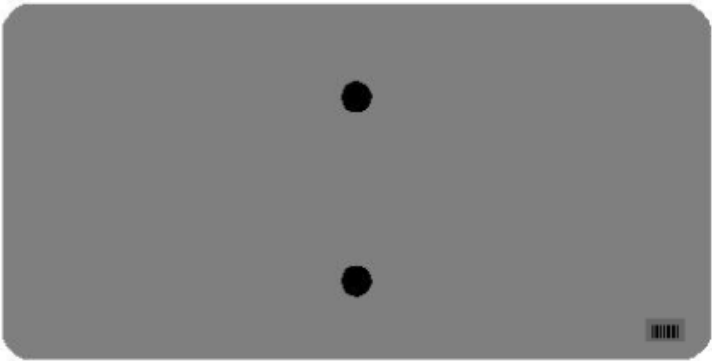
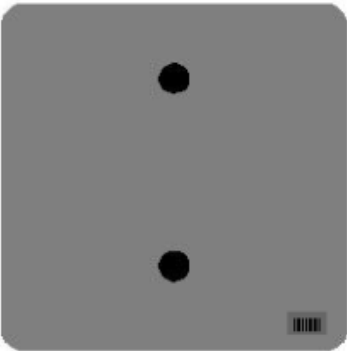
<u>Code</u>	<u>Pay Item</u>	<u>Pay Unit</u>
24631EC	Barcode Sign Inventory	Each

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

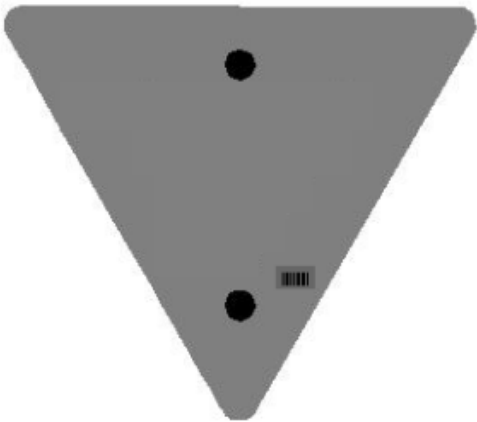
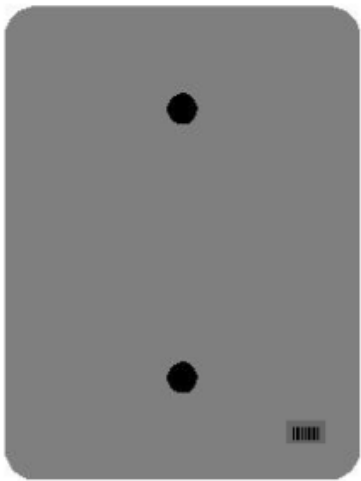
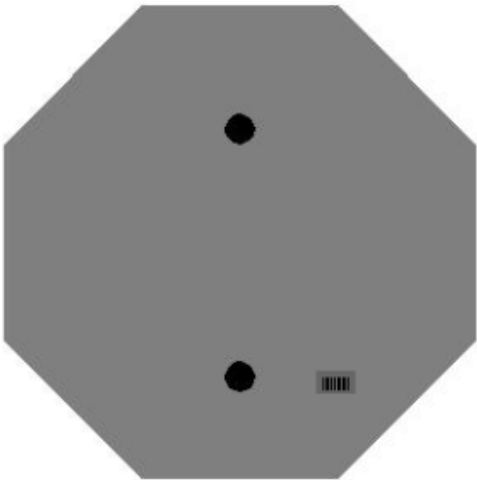
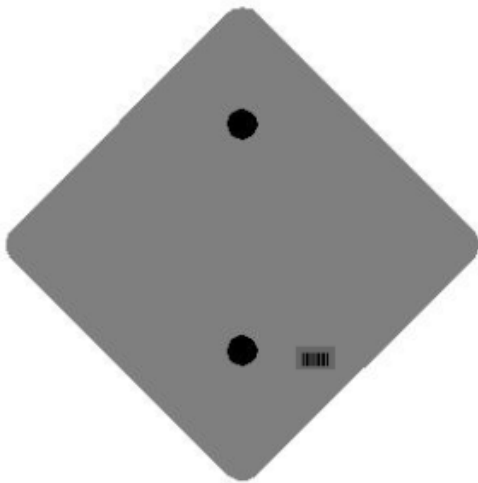
One Sign Post



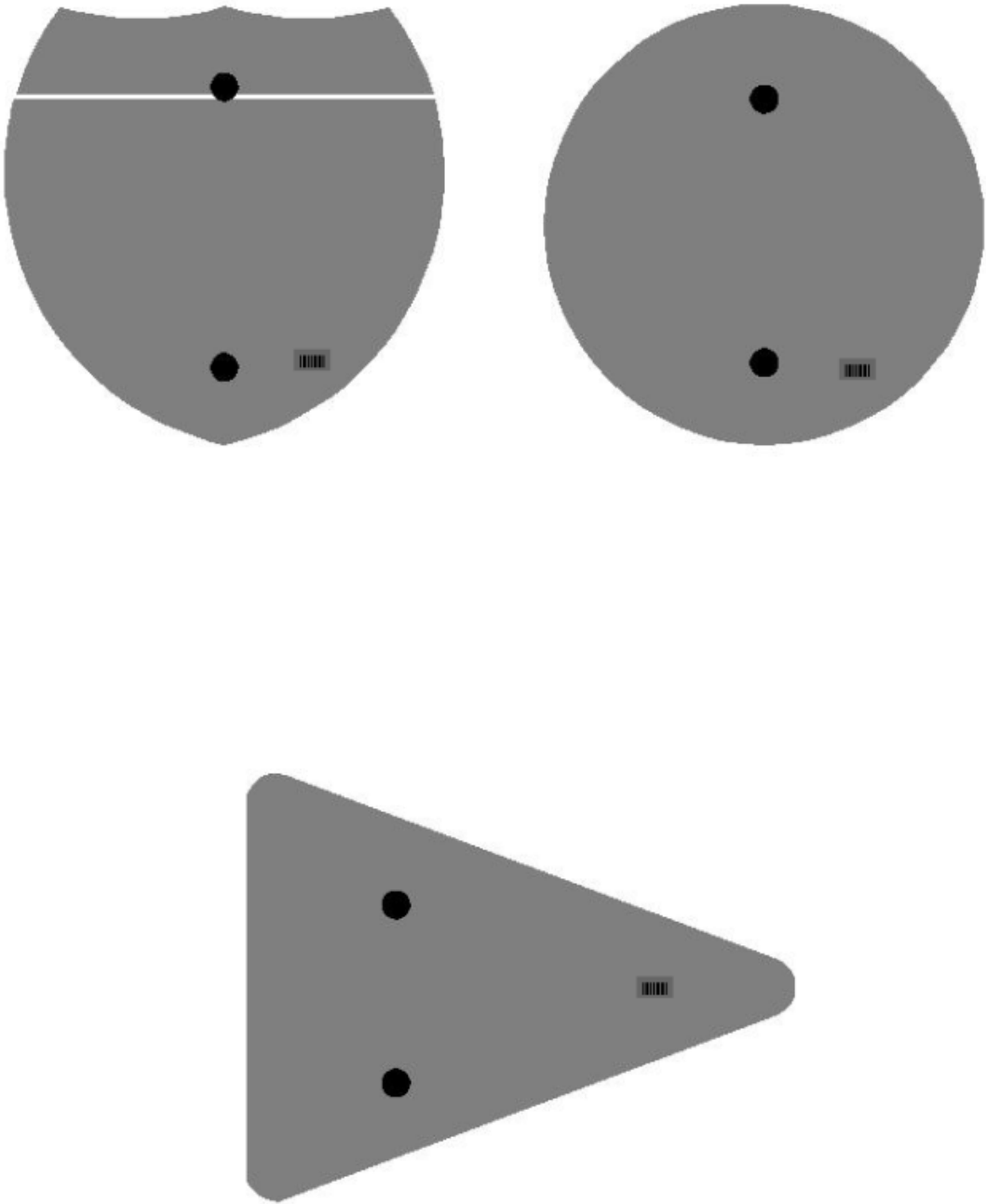
↑
2" Wide Post



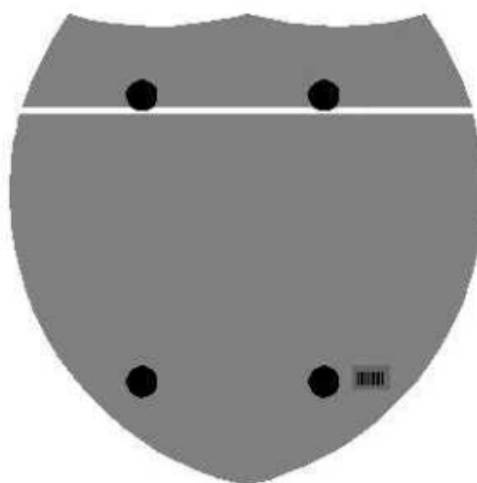
One Sign Post



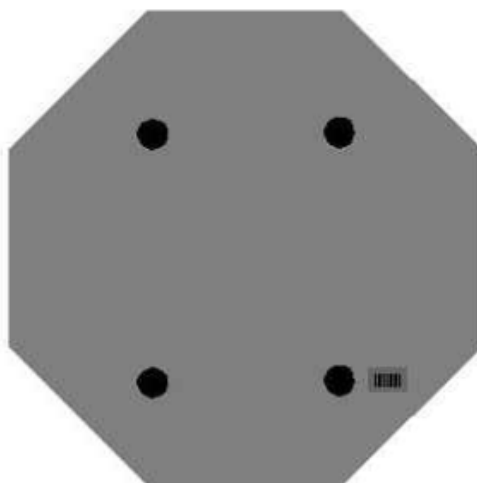
One Sign Post



Double Sign Post

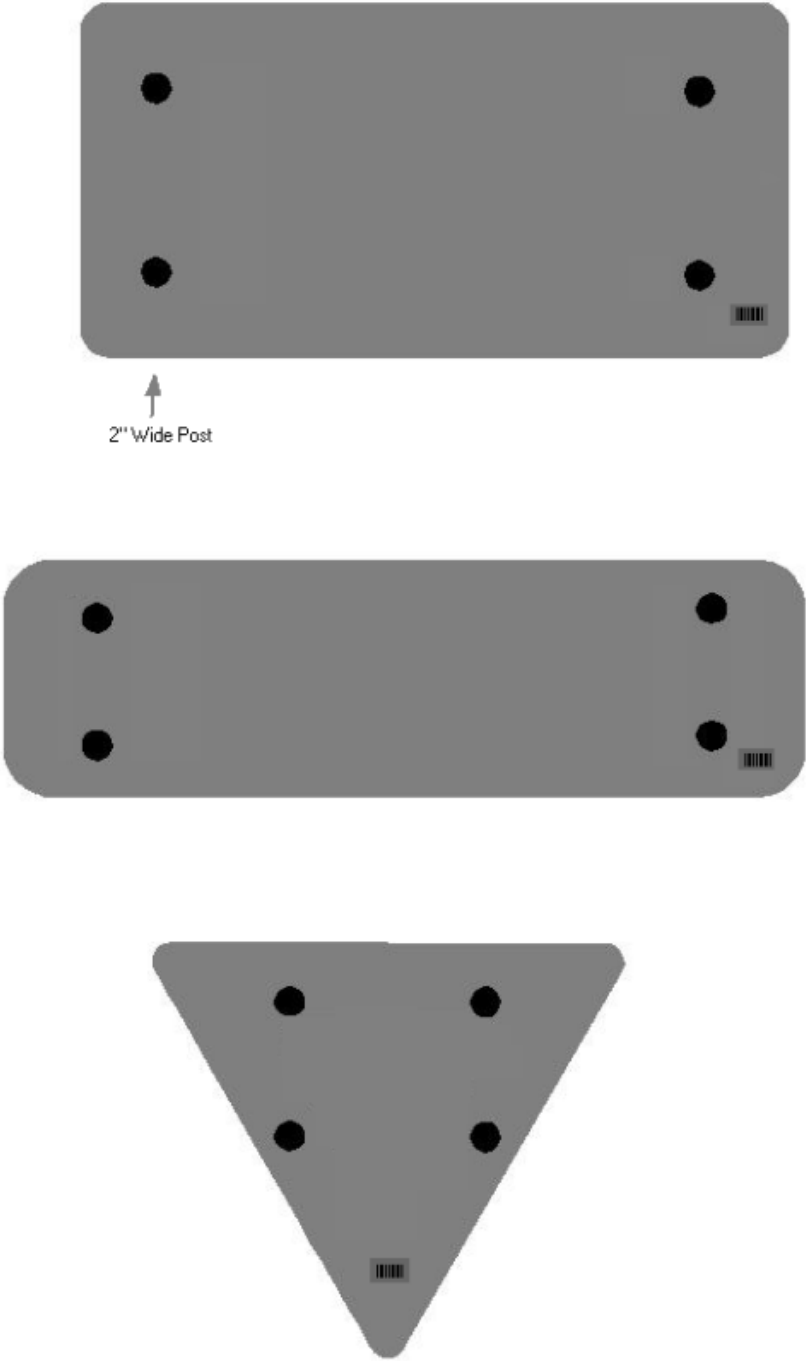


Interstate
Shield



48" Stop

2 Post Signs



2020 STANDARD DRAWINGS THAT APPLY

ROADWAY

~ GENERAL ~

MISCELLANEOUS STANDARDS

MISCELLANEOUS STANDARDS.....	RGX-001-06
DETECTABLE WARNINGS	RGX-040-03
TYPE D BREAKAWAY SIGN SUPPORT	RGX-065-02

TRAFFIC

~ PERMANENT ~

MARKERS

PAVEMENT STRIPING DETAILS FOR TWO LANE TWO WAY ROADWAYS.....	Sepia 017
--	-----------

RUMBLE STRIPS

SHOULDER & EDGELINE RUMBLE STRIPS PLACEMENT DETAILS	TPR-115
EDGELINE RUMBLE STRIP DETAILS TWO LANE ROADWAYS.....	TPR-120

~ TEMPORARY ~

TRAFFIC CONTROL

LANE CLOSURE TWO-LANE HIGHWAY.....	TTC-100-05
SHOULDER CLOSURE	TTC-135-03

DEVICES

DOUBLE FINES ZONE SIGNS.....	TTD-120-03
PAVEMENT CONDITION WARNING SIGNS	TTD-125-03
SPEED ZONE SIGNING FOR WORK ZONES	TTD-130

STRIPING OPERATIONS

MOBILE OPERATION FOR PAINT STRIPING CASE I.....	TTS-100-02
MOBILE OPERATION FOR PAINT STRIPING CASE II.....	TTS-105-02
MOBILE OPERATION FOR PAINT STRIPING CASE III.....	TTS-110-02
MOBILE OPERATION FOR PAINT STRIPING CASE IV	TTS-115-02

PART III

EMPLOYMENT, WAGE AND RECORD REQUIREMENTS

FHWA-1273 -- Revised July 5, 2022

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid 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) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

- (1) The number and work hours of minority and 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages.

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

**KENTUCKY TRANSPORTATION CABINET
DEPARTMENT OF HIGHWAYS**

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

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

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

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

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

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

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

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

Revised: January 25, 2017

Standard Title VI/Non-Discrimination Assurances

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

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

Standard Title VI/Non-Discrimination Statutes and Authorities

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

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

EXECUTIVE BRANCH CODE OF ETHICS

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

KRS 11A.040 (7) provides:

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

KRS 11A.040 (9) states:

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

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

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

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

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

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

Revised: May 23, 2022

"General Decision Number: KY20230107 01/06/2023

Superseded General Decision Number: KY20220107

State: Kentucky

Construction Type: Highway

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

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

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

Modification Number Publication Date
0 01/06/2023

SUKY2015-047 10/20/2015

	Rates	Fringes
BOILERMAKER.....	\$ 24.65	12.94
BRICKLAYER		
Bricklayer.....	\$ 22.90	8.50
Stone Mason.....	\$ 21.50	8.50
CARPENTER		
Carpenter.....	\$ 24.90	14.50
Piledriver.....	\$ 24.55	14.50
CEMENT MASON.....	\$ 21.25	8.50
ELECTRICIAN		
Electrician.....	\$ 29.36	10.55
Equipment Operator.....	\$ 26.90	10.31
Groundsman.....	\$ 17.79	8.51
Lineman.....	\$ 30.09	10.94

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

IRONWORKER.....	\$ 27.56	20.57
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LABORER

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

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

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

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

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

POWER EQUIPMENT OPERATOR:		
Group 1.....	\$ 29.95	14.40
Group 2.....	\$ 29.95	14.40
Group 3.....	\$ 27.26	14.40
Group 4.....	\$ 26.96	14.40

GROUP 1: Auto Patrol, Batcher Plant, Bituminous Paver, Cable-Way, Clamshell, Concrete Mixer (21 cu ft or over), Concrete Pump, Crane, Crusher Plant, Derrick, Derrick Boat, Ditching and Trenching Machine, Dragline, Dredge Engineer, Elevator (regardless of ownership when used for hoisting any building material), Elevating Grader and all types of Loaders, Hoe-type Machine, Hoisting Engine, Locomotive, LeTourneau or Carry-all Scoop, Bulldozer, Mechanic, Orangepeel Bucket, Piledriver, Power Blade, Roller (Bituminous), Roller (Earth), Roller (Rock), Scarifier, Shovel, Tractor Shovel, Truck Crane, Well Point, Winch Truck, Push Dozer, Grout Pump, High Lift, Fork Lift (regardless of lift height), all types of Boom Cats, Multiple Operator, Core Drill, Tow or Push Boat, A-Frame Winch Truck, Concrete Paver, Grade-All, Hoist, Hyster, Material Pump, Pumpcrete, Ross Carrier, Sheepfoot, Sideboom, Throttle-Valve Man, Rotary Drill, Power Generator, Mucking Machine, Rock Spreader attached to Equipment, Scoopmobile, KeCal Loader, Tower Cranes,(French, German and other types), Hydrocrane, Tugger, Backfiller Gurries, Self-propelled Compactor, Self-Contained Hydraulic Percussion Drill
GROUP 2: All Air Compressors (200 cu ft/min or greater), Bituminous Mixer, Concrete Mixer (21 cu. ft. or over), Welding Machine, Form Grader, Tractor (50 hp and over), Bull Float, Finish Machine, Outboard Motor Boat, Brakeman, Mechanic Tender, Whirly Oiler, Tract-air, Road Widening Trencher, Articulating Trucks
GROUP 3: Greaser on Grease Facilities servicing Heavy Equipment
GROUP 4: Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Pump, Tamping Machine, Tractor (under 50 hp), Vibrator, Oiler, Air Compressor (under 200 cu ft per minute), Concrete Saw, Burlap and Curing Machine, Hydro Seeder, Power Form Handling Equipment, Deckhand Oiler, Hydraulic Post Driver

SHEET METAL WORKER.....	\$ 20.40	7.80
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TRUCK DRIVER

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

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

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

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

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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

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

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

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

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

TO: EMPLOYERS/EMPLOYEES

PREVAILING WAGE SCHEDULE:

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

OVERTIME:

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

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

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

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

GOALS FOR MINORITY PARTICIPATION IN EACH TRADE	GOALS FOR FEMALE PARTICIPATION IN EACH TRADE
4.5%	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 Notification of Construction Contract Award Portal (NCAP) is OFCCP's preferred method for receiving construction contract award notifications. The NCAP can be found on OFCCP's website at <https://www.dol.gov/agencies/ofccp/ncap>. Users who prefer not to use the portal maintain the option to send their notifications via mail, email and facsimile to the OFCCP Regional office in which the work will be performed. 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 must include: Prime Contract Number (issued by the federal agency or applicant); Name of Awarding Federal Agency, Applicant or Contractor; Contracting Officer, Applicant Representative or Contractor Representative Submitting Notification with name, phone number, email address; Contractor Awarded Contract or Subcontract with name, address, phone number, email address, EIN, dollar amount of the contract, estimated start date of the contract, estimated completion date of the contract, geographical area in which the contract is to be performed (state, county's city (if applicable)).

The notification shall be mailed to:

**Regional Director
Office of Federal Contract Compliance Programs
61 Forsyth Street, SW, Suite 7B75
Atlanta, Georgia 30303-8931
Main Number: 404-893-4545 Fax: 404-893-4546
Regional Director Contact: OFCCP-SE@dol.gov
Construction Award Email: OFCCP-SE-ConstructionAward@dol.gov**

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

PART IV

INSURANCE

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

PART V

BID ITEMS

Report Date 2/22/23

Section: 0001 - PAVING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0010	00080		CRUSHED AGGREGATE SIZE NO 23	46.00	TON		\$	
0020	00190		LEVELING & WEDGING PG64-22	2.00	TON		\$	
0030	00203		CL2 ASPH BASE 1.50D PG64-22	33.00	TON		\$	
0040	00301		CL2 ASPH SURF 0.38D PG64-22	64.00	TON		\$	
0050	00356		ASPHALT MATERIAL FOR TACK	.26	TON		\$	
0060	02676		MOBILIZATION FOR MILL & TEXT	1.00	LS		\$	
0070	02677		ASPHALT PAVE MILLING & TEXTURING	64.00	TON		\$	
0080	02697		EDGE LINE RUMBLE STRIPS	785.00	LF		\$	

Section: 0002 - ROADWAY

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0090	02159		TEMP DITCH	5,845.00	LF		\$	
0100	02160		CLEAN TEMP DITCH	2,923.00	LF		\$	
0110	02460		REMOVE TREES OR STUMPS	2.00	EACH		\$	
0120	02650		MAINTAIN & CONTROL TRAFFIC (LAUREL KY 363 HSIP)	1.00	LS		\$	
0130	02671		PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EACH		\$	
0140	02701		TEMP SILT FENCE	5,845.00	LF		\$	
0150	02703		SILT TRAP TYPE A	2.00	EACH		\$	
0160	02704		SILT TRAP TYPE B	2.00	EACH		\$	
0170	02705		SILT TRAP TYPE C	2.00	EACH		\$	
0180	02706		CLEAN SILT TRAP TYPE A	2.00	EACH		\$	
0190	02707		CLEAN SILT TRAP TYPE B	2.00	EACH		\$	
0200	02708		CLEAN SILT TRAP TYPE C	2.00	EACH		\$	
0210	02726		STAKING (LAUREL KY 363 HSIP)	1.00	LS		\$	
0220	02775		ARROW PANEL	2.00	EACH		\$	
0230	03269		TRIM & REMOVE TREES & BRUSH	3,621.00	LF		\$	
0240	05952		TEMP MULCH	6,131.00	SQYD		\$	
0250	05953		TEMP SEEDING AND PROTECTION	4,598.00	SQYD		\$	
0260	05963		INITIAL FERTILIZER	.48	TON		\$	
0270	05964		MAINTENANCE FERTILIZER	.29	TON		\$	
0280	05985		SEEDING AND PROTECTION	9,196.00	SQYD		\$	
0290	05992		AGRICULTURAL LIMESTONE	5.70	TON		\$	
0300	06403		FLEXIBLE DELINEATOR POST-B/W	48.00	EACH		\$	
0310	06514		PAVE STRIPING-PERM PAINT-4 IN	1,593.00	LF		\$	
0320	26175EC		ROADSIDE REGRADING	5,480.00	LF		\$	

Section: 0003 - DRAINAGE

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0330	01000		PERFORATED PIPE-4 IN	10.00	LF		\$	
0340	01010		NON-PERFORATED PIPE-4 IN	8.00	LF		\$	
0350	01020		PERF PIPE HEADWALL TY 1-4 IN	1.00	EACH		\$	

Report Date 2/22/23

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0360	03262		CLEAN PIPE STRUCTURE	5.00	EACH		\$	

Section: 0004 - SIGNING

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0370	02562		TEMPORARY SIGNS	300.00	SQFT		\$	
0380	06406		SBM ALUM SHEET SIGNS .080 IN	437.50	SQFT		\$	
0390	06410		STEEL POST TYPE 1	783.00	LF		\$	
0400	21373ND		REMOVE SIGN	29.00	EACH		\$	
0410	22400NN		REMOVE AND RELOCATE SIGN ASSEMBLY	1.00	EACH		\$	
0420	24631EC		BARCODE SIGN INVENTORY	124.00	EACH		\$	

Section: 0005 - DEMOBILIZATION

LINE	BID CODE	ALT	DESCRIPTION	QUANTITY	UNIT	UNIT PRIC	FP	AMOUNT
0430	02569		DEMOBILIZATION	1.00	LS		\$	